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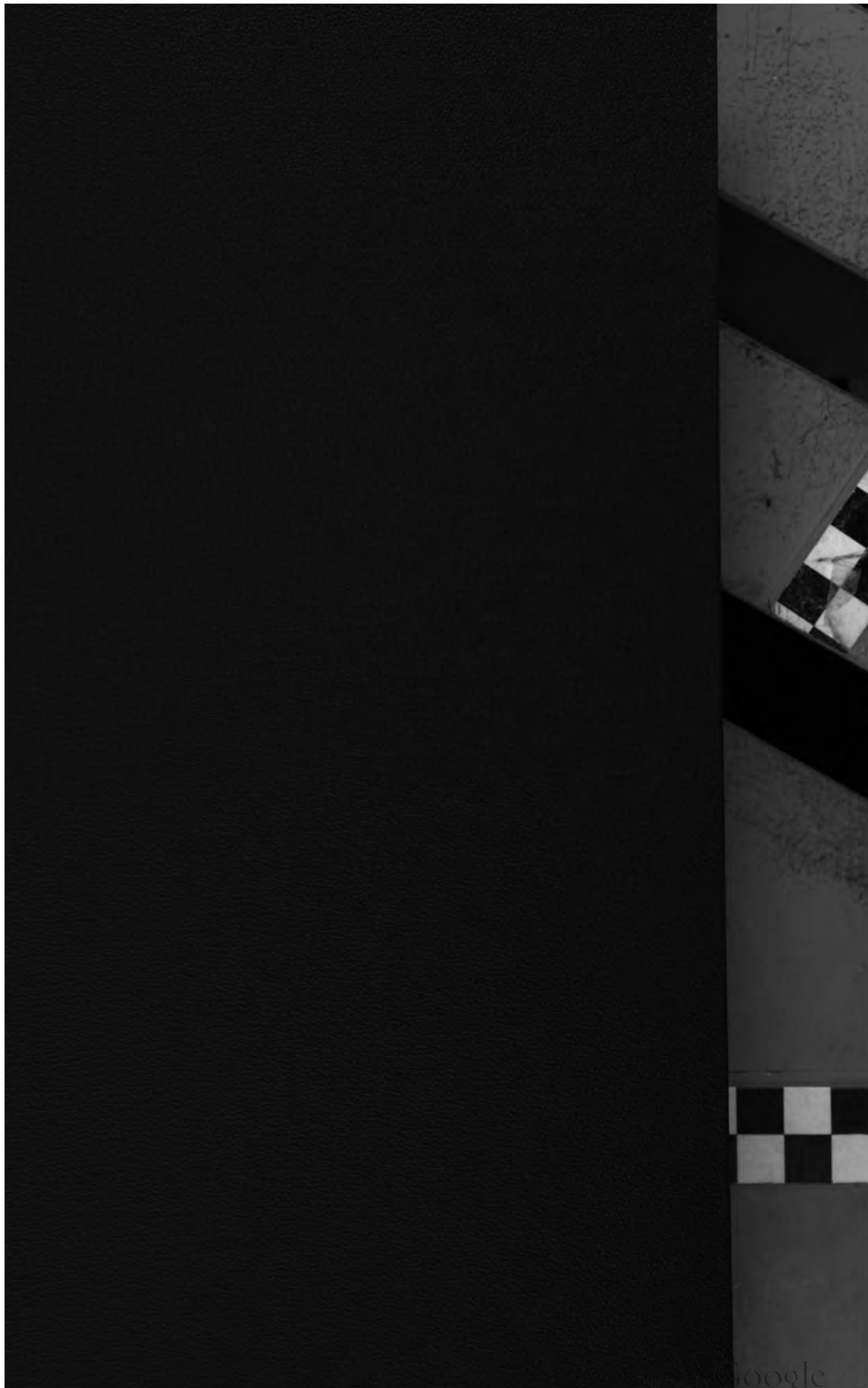
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W.—The examination we believe is dispensed with in such cases, but application should be made to a judge on an affidavit stating the facts.

LAND TAX.—The latest work on this subject is that of Mr. R. R. Davies, 8vo, 12s. 6d.

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Law and the Lawyers.

THE state of Illinois has passed a law to protect the earnings of married women. It consists of one section, and runs thus:—"That a married woman shall be entitled to receive, use and possess her own earnings, and sue for the same in her own name, free from the interference of her husband or his creditors: Provided, this Act shall not be construed to give to the wife any right to compensation for any labour performed for her minor children or husband."

THE *Irish Law Times* looks forward to the institution of life peerages as calculated to strengthen the highest Court of Appeal by the addition of some of the most eminent Irish

lawyers. Our contemporary observes: "The presence of at least one Irish lawyer in the ultimate Court of Appeal is absolutely necessary in order to entitle it to respect when it reviews the decisions of the Irish Judges. This could only be attained by the institution of life peerages."

MR. DROOP, in a paper read before the Juridical Society, has arrived at some strong conclusions against majority voting. In this paper, which is well worth perusing, he endeavours to establish (1), that majority voting gives to bribery and all kinds of undue influence a power which they would not have under single voting; (2), that majority voting promotes the election of commonplace representatives without independent opinions, in preference to statesmen and political thinkers; and (3), that majority voting produces an unnatural division of all active politicians, and, to a certain extent, of all electors, into two and only two parties, and concentrates the attention of Parliament and of the country almost exclusively upon certain questions which either are or are likely to become party questions, while single voting would restore both the combinations of politicians and the course of public opinion to their natural state of freedom.

THE most mischievous act ever done with a good intent was that which permitted the Excise to licence beerhouses without limit and without inquiry. In practice it has proved an unmitigated evil. After years of complaint, always stifled by the whispers of interest, Parliament promises redress. The Government has given its sanction to a Bill by Mr. IBBETSON, which proposes to transfer the licensing of beerhouses to the magistrates. The measure is to be limited to two years, with the intention that, in the meantime, the entire licensing system may be revised.

As we mentioned last week the Profession in the North of England is not inclined to allow the question of legal education and qualification to rest. The executive committee "appointed to consider and report upon the best means for carrying into effect the resolutions passed at a meeting of deputations from the Law Societies of Manchester, Liverpool, Birmingham, Leeds, Hull and Newcastle, held at Leeds, on the 25th Sept. 1868," have made a report. This report informs us that the committee have submitted copies of the Leeds resolutions to the Council of the Incorporated Law Society, and to the Committee of the Metropolitan and Provincial Law Association, and that a committee comprising some members of each of those bodies has been appointed with which the executive committee have held several conferences, resulting in resolutions which have been unanimously adopted by the associated committee. These resolutions are three in number, and run as follows:—1. That it is desirable that an inquiry should be instituted by the Government or the Legislature into the whole system of legal education and organisation, and professional status and remuneration. 2. That the LORD CHANCELLOR, the PRIME MINISTER, and other authorities, and the Houses of Parliament, be memorialised and petitioned to cause these subjects to be brought under consideration, and other efforts be made to that

end; and that the several branches of the Profession, and all professional and other associations taking an interest in the subject, be invited to take part in such efforts. 3. That the Leeds Executive Committee be commissioned to prepare a draft memorial, based on the resolutions passed this day, and that such memorial be printed and circulated, and marked "for consideration."

We shortly noticed last week the scheme for a law university, which the committee have adopted. This scheme we are told was submitted to Sir ROUNDELL PALMER, Q. C., at whose suggestion it has received some amendments, and subsequently to the LORD CHANCELLOR. Both the LORD CHANCELLOR and Sir ROUNDELL PALMER have authorised the committee to say that they approve of the general principles of the scheme. Acting on the advice of the LORD CHANCELLOR the committee have, since their interview with his Lordship, submitted the scheme to the benchers of all the Inns of Court, and requested their approval.

In order to carry out their plans fully, it has been thought advisable that a central committee should be formed and located in London, and "empowered to conduct the agitation which has been so favourably commenced." With this view it is intended to organise a permanent association, the objects of which are to be the following: First—The institution of a central law college or university for the education of students intended for both branches of the Profession. Secondly—The abrogation of admission to the Bar by the Inns of Court, and admission to both branches of the Profession on the basis of a combined test of collegiate education and examination by a public board. Thirdly—The application of all revenues now by law applicable to the purposes of legal education, after due provision being made for existing interests, to the support of the proposed college or university of law. Fourthly—An easy transition from one branch of the Profession to the other of persons qualified for both branches. Fifthly—The admission of attorneys equally with the Bar to the unpaid magistracy, and to all offices for which their education and course of practice qualifies them.

We feel disinclined to make any comment of our own at this early stage of the proceedings, and shall therefore content ourselves with stating merely that we concur in the general method of procedure.

THE NEW LAW COURTS.

THE fate of the new Law Courts is decided—at least the Government has decided it—and with so large and submissive a majority, what the Government determines will be done. Mr. Lowe's speech pronounced the doom of the scheme originally promoted by the commissioners and sanctioned by Parliament. He condemned the Carey-street site and the concentration of offices as extravagantly costly and excessively inconvenient; and he hinted that he had a plan of his own, differing alike from that of the commissioners who had chosen Carey-street, and the æsthetic gentlemen who preferred the Embankment; and he concluded with a recommendation, universally approved, that, wherever the site selected, to the Government and not to a commission should be committed the labours and responsibility of performing the work. But a few days have elapsed and the whole matter is settled, subject to the approval of Parliament, of which there can be no doubt. Six acres are to be purchased behind the Strand, in the region of Howard-street, close to the Temple, and upon that the courts and offices are to be erected at a cost not to exceed 1,600,000*l*. Mr. STREET, the architect of the original design, is forthwith to adapt his plan to the new position, and, without more ado, the work is to be begun and finished with all practicable speed.

We differ from the majority of the London lawyers in giving a decided preference to the Embankment site, especially for the great convenience of access which it affords by a railway, the river, two roadways, the Strand on one side and the Embankment walk on the other side. But our preference of the river site was qualified by the condition that the courts and offices should not be thrown together, but occupy separate buildings. Our desire was that the courts should be splendidly lodged on the Embankment, with ample space for use and ornament, and that the offices should be brought together in plainer garb on the Carey-street site. We objected

to a second rabbit-warren, or "Tower of Babel" as it has been called, on the bank of the Thames, and, more than all, we feared the indefinite time that must elapse before such a monstrous work could be completed. Separately stationed, both would proceed together, and a man of middle age might hope to see the completion of them. Moreover, the cost of two buildings would be much less than the cost of one, for this reason, that the offices might be plain but solid, but, if mingled with the courts, the entire erection must partake of the ornamental character requisite for part only of the uses to which it was to be put. Artistically, also, a building of lesser size might be made more beautiful than one of such magnitude as would be required for the whole design.

We do not quite gather from the official statement in the House of Commons whether it is proposed to place both courts and offices upon the new site, or, if so, whether they are to form one building or two buildings. If the former, the objections we raised to the old site will attach to the new one. But, from the large diminution of calculated cost, we conclude that the concentration scheme is abandoned; that the courts with their necessary offices will be erected alone, and that the law offices in general will be brought together in a separate building, either upon the embankment or on the cleared area in Carey-street.

MR. KNOX AND THE NIGHT-HOUSES.

MR. KNOX is exceeding wrath with the Middlesex Magistrates for having quashed one of his convictions of the keeper of what is called a "night-house" in the Haymarket, for permitting prostitutes to assemble therein, and *The Times* echoes his complaint in an angry article, calling for the interference of the Legislature if the Magistrates of Middlesex will not mend their manners and adopt Mr. Knox's interpretation of the law, or we should rather say, his opinion of what is or is not sufficient evidence that the law has been violated, and the penalty incurred.

The precise nature of the decision of the Quarter Sessions not being accurately understood, we propose briefly to state it, and we have some special knowledge of the nature of that decision.

The offence charged was that the defendant permitted prostitutes and other disorderly persons to assemble in his house.

The policemen proved that they went to the house in question, and found in it several men and women, the latter of whom they knew to be prostitutes; but they were quietly eating and drinking, in an orderly manner, not as one or more parties, but separately, and, save that they knew them to be prostitutes, there was nothing in their conduct different from that of respectable persons in other refreshment houses. They did not see them go in or out in parties, nor was there any proof of their associating together in the house.

On these facts the magistrates were unanimously of opinion that the charge was not established. If it had been the design of the statute to prevent a prostitute going into a refreshment house to eat or drink simply, it would so have enacted and made it penal for a refreshment-house keeper to admit any prostitute. A public-house is as open to a prostitute as to any other person, provided she behaves decently there. The object of the statute was to prevent the assembling of disorderly persons for disorderly purposes; the prohibition is of such an assembly, and the penalty is imposed upon the keeper of the house permitting it. But the offences must be proved, like all other offences, by evidence. It is not enough that persons of doubtful character are in the house, for it is a house for public refreshment. It may be, as the police say, that their coming is announced by signal, and that before they can enter decorum is restored. But that is only assertion; no attempt was made to prove it, and the magistrates could not do otherwise than quash a conviction made, not on proof, but on suspicion and conjecture.

The police say that it is impossible to enforce the Act if strict proof is required. This is no reason whatever for dispensing with proof. The province of law is to deal with the public peace and with public decency, and not with private vices and follies. An act incapable of proof might thence be supposed to belong to the latter rather than to the former category of offences. Besides, it seems to be forgotten that, not long

ago, an outcry was raised against the condition of the Haymarket streets at night. Vice, it was said, should keep itself indoors, and not insult decency in the public streets. These were to a considerable extent cleared. Vice retreated indoors. Is it desired now to turn it into the streets again?

THE FUTURE OF PLEADING.

WE remember some time since recommending that common law pleaders should qualify as equity draughtsmen, and thus be prepared to draw the pleadings in a suit whether brought at law or in equity. This suggestion was but an advance on the proposition now made by the Judicature Commissioners, namely, that all pleading under the new system should be the result of an amalgamation of the two methods. Accordingly we welcome the proposed change as one calculated to be a great benefit not only to suitors, but also to the Profession.

But a question arises, whether the commissioners have gone far enough. Their recommendation runs in the following terms: "We recommend that a short statement constructed on this principle, of the facts constituting the plaintiff's cause of complaint, not on oath, to be called the declaration, should be delivered to the defendant. Thereupon the defendant should deliver to the plaintiff a short statement, not on oath, of the facts constituting the defence, to be called the answer. When new facts are alleged in the answer, the plaintiff should be at liberty to reply. The pleadings should not go beyond the reply, save by special permission of a Judge; but the Judge should, at any stage of the proceedings, permit such amendment in, or addition to, the pleadings as he may think necessary for determining the real question or controversy between the parties, upon such terms, as to costs and otherwise, as he may think fit."

This recommendation does not meet one prominent evil. In their preamble on the subject of pleading, the commissioners say that "common law pleadings are apt to be mixed averments of law and fact, varied and multiplied in form, and leading to a great number of useless issues, while the facts which lie behind them are seldom clearly discoverable." This is rather a sweeping assertion, applicable rather to the period anterior to the Common Law Procedure Act 1852, and the rules made in the following year, than to the existing state of things. The great evil to be remedied, in our opinion, is the abuse of forms of pleading, which can only be checked by verifying the statements made. Frequently pleas containing statements of fact are put on the record which to the knowledge of the party and his advisers are false, and set up for the simple purpose of embarrassment and sometimes intimidation. Take, for example, the plea of fraud. It is a plea which, without the slightest foundation, is set up as an answer to a perfectly honest declaration. Of course, the defendant may be made to pay the penalty of placing such a plea on the record if he fails to substantiate it, but being groundless it raises what the commissioners call a useless issue.

In short, no issue should be allowed to be raised which has not a foundation on real or supposed fact. To take another example of the evils arising out of false averments in pleadings, look at what may be said to an action on a bill of exchange. It is open to a defendant to deny every averment in the declaration, and to plead fraud and no consideration, or as appears by the index to Chitty, Jun., on Pleading, there are no less than fifty-one defences distributed amongst the different parties liable to be sued on a bill. There may be some inconvenience in rendering it necessary that the averments in pleadings should be first verified on oath; but we cannot help thinking that it would tend to shorten very considerably the trial of causes, and thus to expedite the transaction of business, and consequently promote the trial of causes which by reason of expense and delay are compromised almost before they have come thoroughly within the cognisance of the Profession.

We should like very much to know what are the views of our readers generally as to the advisability of urging upon the commissioners the propriety of amending their recommendation in this respect. As to the general effect of the proposed change there cannot be two opinions—it must prove beneficial; and, as regards the business of pleading, we believe that it will not be damaged but rather promoted should the recommendations be carried out.

POWERS OF COURTS OVER PRACTITIONERS.

THE question which at the time we write is pending before the Common Pleas in Ireland, relating to the power of the court to suspend an attorney who has slandered a Judge, is one of vital importance to the Profession. We state the facts of the case, under an appropriate heading elsewhere; but, the matter being one of the greatest consequence, and involving really a constitutional principle, we will recapitulate them here.

Mr. BARRY was solicitor to Mr. WEGUELIN, who was unseated on petition for the borough of Youghal. After the trial, and after a point reserved had been decided by the Court of Common Pleas, Mr. BARRY made a speech attacking the Judge, and aspersing the Court of Common Pleas. As to the first he said that, while he deplored the loss of Mr. WEGUELIN, he should complain publicly, through the press of the country, of the manner in which that gentleman had been treated by the hon. Judge who tried the case. In doing so, he did not speak from himself; he appealed to the judgment of the learned Judge, delivered by him at the close of the Youghal Election Petition.

Mr. BARRY then read the portion of the judgment to which he objected, and proceeded thus: "Was that just, fair, or honest? Did that maintain law in the country? No Judge should have done so. Was it not a sad thing to think that, because of the pusillanimity—he could call it nothing else—of that man, they should be deprived of such a man as CHRISTOPHER WEGUELIN? All he could say was that, while he deplored his weakness, he still more deplored the court to which the matter was afterwards referred. He could tell them more. When Mr. Justice KEOGH made use of the words 'It was treating made easy,' and wanted to laugh them out of court, Mr. ISAAC BUTT stood up like a man, and reasoned and argued and fought, but all to no use, for the court had been well trained beforehand."

This attack naturally enough excited the attention of the Judges. Indeed, they could not fail to take cognisance of it without subjecting themselves to very general contempt. But proceeding with strictness in the matter, they appear to have gone a length which, as far as we can see at present, there is nothing to justify. After receiving from Mr. BARRY, in accordance with their order, an affidavit which they considered unsatisfactory, they call upon him to show cause "why he should not be declared guilty of misconduct as an officer of this court, and be suspended from practising in this court for such period of time as the court may think fit."

It is somewhat surprising that the court should have gone as far as this in the face of the recent decision of the Judicial Committee of the Privy Council in *Re Wallace*, L. Rep. 1 P. C. C. 283, which leaves it somewhat difficult to decide when an attorney commits an offence in that particular capacity which renders him liable to be suspended. And it is even more difficult to say precisely under what circumstances an attorney may be suspended for such time "as the court may think fit."

In *Re Wallace* the appellant was an advocate and also an attorney admitted to practise in the Supreme Court of Nova Scotia. He also became a suitor in that court, and as Lord WESTBURY expresses it, "in two or three cases in which he was such suitor he seems to have supposed that he had reason to complain of the conduct of the Judges and the court," and he accordingly wrote a letter addressed to the Chief Justice reflecting on the Judges and on the administration of justice generally in the court, which his Lordship said "was undoubtedly a letter of a most reprehensible kind." On examination we find that that letter contained these expressions: "I may be wrong, but I can't help thinking that I am not fairly dealt with by the court or Judges, and that the well-beaten track is often departed from for some bye-way to defeat me. Even in that little case of *Wallace v. Connolly*, the case was not decided upon the affidavits, but a person was spoken to out of doors, and the case decided upon what he said, not under oath, while the rule is that a Judge can't use even knowledge within his own mind, much less obtain it from others, but must decide upon the affidavits. Better tell me at once to bring no affidavits into court; for if Mr. SMITH, or any such person, shall even state to me that there is a different impression of the facts on his mind,

you must fail as a matter of course. I could also recall cases where the decision was, I believe, largely influenced, if not wholly based, upon information received privately from the wife of one of the parties by the Judge. Is this justice? I think a Judge in England would be a little startled to hear that a Judge in Nova Scotia listened to, much less decided upon, information obtained in this way." And the letter concludes, "I was on more than one occasion almost tempted to bring these things to the notice of the Legislature, but I overlooked them, as I trust you will overlook anything in this, should there be anything in it not strictly within allowable limits."

The appellant stated in the affidavit he afterwards made, that in writing the above letter he had no intention whatever to impugn the conduct of any of the puisne Judges of the Supreme Court, and no intention whatever of offending or insulting either them, or the Chief Justice. To the latter he took an occasion of offering the fullest apology. But this notwithstanding, proceedings against Mr. WALLACE were continued, and judgment was delivered, in which this passage occurs: "This was not a contempt for the nonpayment of money, or for disobeying some order of the court in the progress of a suit, but a contempt levelled at the court itself, and which the court has the authority and the right to adjudicate upon its own motion without invoking the aid of any barrister, upon the production of the obnoxious letter by the Judge to whom it was addressed." And reference is made to *Lechmere Charlton's case*, 2 My. & Cr. 316, who for a similar offence was committed, not suspended. But without citing any further authority the judgment adds, "It will be seen, therefore, that we have guided ourselves by a precedent of high authority, while our right to substitute a suspension from practice for imprisonment is too clear to be disputed."

This being the main point, we will at once recur to the judgment of Lord WESTBURY, and see how far any one in the position in which Mr. BARRY was when he committed the offence is without or within exemption from suspension. His Lordship said that Mr. WALLACE's offence was "committed by an individual in his capacity of a suitor in respect of his supposed rights as a suitor, and of an imaginary injury done to him as a suitor; and it had no connection whatever with his professional character, or anything done by him professionally, either as an advocate or an attorney. It was a contempt of court committed by an individual in his personal character only." He then defines cases in which a practitioner might properly be suspended. "If an advocate, for example," he says, "were found guilty of crime, there is no doubt that the court would suspend him. If an attorney be found guilty of moral delinquency in his private character, there is no doubt that he may be struck off the roll." Later on in the judgment we find the reason of the rule to be applied. His Lordship said, "When an offence was committed which might have been adequately corrected by that punishment, and the offence was not one which subjected the individual committing it to anything like general infamy, or an imputation of bad character, so as to render his remaining in the court as a practitioner improper, we think it was not competent to the court to inflict upon him a professional punishment for an act which was not done professionally, and which act, *per se*, did not render him improper to remain as a practitioner of the court."

Now, from what we know of the facts, Mr. BARRY, in his speech, did not speak professionally, and his speech was not an act which rendered him improper to remain as a practitioner of the court. The insult to Judge O'BRIEN and the court was a contempt punishable by what Lord WESTBURY called "the ordinary mode or standard of punishment." It is clear, indeed, from all the cases, that the grossness of the insult to the court, is not the standard by which punishment is to be measured. The effect of the conduct of the practitioner upon himself is the real standard. Insulting the court he incurs the penalty of contempt—fine or imprisonment. Rendering himself infamous, ruining by his conduct his own moral character, he makes it "improper for him to remain a practitioner of the court," and accordingly the appropriate punishment is suspension. And that so, not for the purpose of preserving the dignity of the court, but mainly to protect suitors against a practitioner who has

shown himself unfit to conduct their business with decency.

CONSTITUTION AND JURISDICTION OF THE "SHERIFFS' COURT."

It is a fortunate thing for a city when it finds so able and indefatigable a champion of its ancient rights and privileges as the deputy registrar of the Marylebone County Court. On two previous occasions Mr. TORR has come forward with a learned pamphlet on the jurisdiction at law attaching to the City, and we have now before us a full recapitulation of the contents of those two publications, and also a review of questions of immediate interest. One of those questions relates to the criminal jurisdiction of Mr. Commissioner KERR; the other relates to that learned Judge's power to appoint a deputy registrar, which was argued in the case of *Wetherfield v. Nelson*: (see Reports of the week C. P.)

The first of these questions involves the important consideration whether the County Court Act of 1867 had any, and, if any, what, effect upon the constitution of what has been known from time almost immemorial as the Sheriffs' Court of the city of London. We will therefore here give Mr. TORR's view on this head. Stated broadly, his contention is that, notwithstanding all the County Court Acts, the Sheriffs' Court remains the Sheriffs' Court still, and that the powers conferred upon it by the Equitable Jurisdiction Act of 1865, and the Act of 1867 are accumulative and accruing, and not in derogation or substitution of the statutable jurisdiction and practice of the court in actions or proceedings to be commenced or carried on under the provisions of the Act of 1852. "Nor," he says, "do they infringe the protective provisions of the 37th section of such Act: 'That no County Court Act shall extend to, or relate to, or affect the jurisdiction and practice of the Sheriffs' Court in any action or proceeding to be commenced or carried on therein under the provisions of the Act of 1852,' which is the touchstone for testing whether the jurisdictions, powers, and authorities may be adopted, as being conferred in and by County Court Acts, which do not extend, or relate to, or affect the jurisdiction and practice of the Sheriffs' Court in any action or proceeding commenced or carried on therein under the provisions of the Act of 1852. In illustration of which, attention is directed to the County Court Act 1859 (22 & 23 Vict. c. 57), for limiting the power of imprisonment for small debts exercised by County Court Judges, which is submitted to be a County Court Act, affecting and limiting the jurisdiction and practice of the Sheriffs' Court, holden under the provisions and for the purposes of the Act 1852, and therefore in accordance with the provisions of the 37th section of that Act, is not to be allowed, or construed to extend, relate to, or affect the jurisdiction and practice of the Sheriffs' Court."

The learned author also directs attention to the 37th section of the Act of 1852, "wherein," he says, "is recorded a solemn contract of assurance by the Legislature, which is as yet unrepudiated, namely, 'that no County Court Act should extend, or relate to, or affect the jurisdiction and practice of the Sheriffs' Court in any action or proceeding to be commenced or carried on therein, under the powers and provisions of that Act.' And he contends that as the suspending of the name of 'The Sheriffs' Court' would of necessity prejudicially affect the jurisdiction and practice of the court, the enactment upon which the alteration is based is inoperative. Consequently from his point of view the ancient criminal jurisdiction of the Judge remains.

In support of our author's view of the criminal jurisdiction of the Judge of the Sheriffs' Court, he refers to the Act 4 & 5 Will. 4. c. 36, which enacts that the Judges of the Sheriffs' Court, for the time being, "shall be and be taken to be Judges of a court to be called the Central Criminal Court," and consequently that they shall have power to try and determine all offences therein mentioned. With a formidable array of authorities, Mr. TORR supports the view which will be argued to-day on RACHEL's writ of error in support of the validity of the conviction. In his third paragraph setting forth these authorities, Mr. TORR points out that "the Central Criminal Court is a special court of oyer and terminer and gaol delivery, created and constituted by Act of Parliament; and not like assize courts of that kind, constituted by the Sovereign's commission directed to two of the Judges

of the Superior Courts, and many others, wherein the Judges, Queen's Counsel, barristers, with patents of precedence, or Serjeants-at-law, only being of the quorum, they cannot act without the presence of one of such Judges and justices named in the commission. And that what is required in assize courts of oyer and terminer and gaol delivery, does not apply to London, Middlesex, and some adjacent parts. For by the 4 & 5 Will. 4, c. 36, a new Court of Oyer and Terminer and Gaol Delivery was established for the trial of offences (as treasons, murder, felonies, misdemeanours) committed in London, Middlesex, and certain suburban parts of Essex, Kent, and Surrey, and also offences committed on the high seas, &c., called the Central Criminal Court, the Judges whereof are the Lord Mayor of London, the Lord Chancellor or Keeper, the Judges of the courts at Westminster, the Judges of the Admiralty, the Dean of the Arches, the aldermen of London, the Recorder and Common Serjeant of London, the Judges of the Sheriffs' Court for the time being, any person who has been Lord Chancellor or Lord Keeper, or a Judge of any of the Courts at Westminster, and such others as the Crown shall from time to time appoint. And it is provided (sect. 2) that the Crown may issue its commission of oyer, and terminer and gaol delivery to such a court, and that the said Judges, or any two or more of them, shall hold a session for London and Middlesex, and the parts of Essex, Kent, and Surrey, before mentioned, in the City of London or the suburbs thereof at least twelve times in every year (and oftener if need be)."

In his next paragraph he mentions the important fact that by the Act of 1852 it is provided that all cases above 50*l.*, and all other proceedings in the Sheriffs' Court, might and should be carried on as if the Act had not passed, and points out that this upholding of the common law jurisdiction of the court is not swept away by the Mayor's Court Procedure Act 1857. Further, he mentions that the language and provisions of the Act of 1852, and the Mayor's Court Act 1857, both recognise the Sheriffs' Court as one of the ancient City Courts of Record, having an unlimited and customary jurisdiction; that the Act of 1865 left the title of the court intact; and that the Act of 1867, whilst adopting the language of the Act of 1865, "was somehow betrayed into a work of supererogation and inconsistency in enacting 'that the court should be holden under the name of 'The City of London Court.' Against this provision he ably argues that it is inoperative from internal inconsistency; for it will have been, or may be, seen that there are no courts held by virtue of the London City Small Debts Extension Act 1852, to take this new name, but only a *side* or *branch* of a court, which court that Act designates "The Sheriffs' Court," holden under the provisions and for the purposes of that Act, and that this unnecessary name cannot attach or apply to the two courts of the Sheriffs of London, for such courts, or branches of the Sheriffs' Court, are held by custom and charter, according to common law, and not by statute law of the London City Small Debts Extension Act 1852; also that the 35th clause of the County Court Act 1867, is subject to and rendered harmless by the general and well-known rule of construction, that a subsequent *General* Act shall not repeal a prior *Special* Act (26 L. J. 62, and 164, Ch.); and there is the authority of Lord Eldon: "That an Act of Parliament giving a new name does not take away the former name, and that a legacy given by the former name may be taken; and that in such Acts is generally contained a proviso to prevent the loss of the former name: (15 Ves. 100.)"

This question is so interesting that we will here give Mr. TORR's conclusions *in extenso*. He says:

The conclusion to be deduced from these Acts of Parliament is, that the Sheriffs' Court proper is not in any way remodelled or renamed; for the same has relation only to the Small debts side or branch, which is designated "The Sheriffs' Court holden under the provisions and for the purposes of the London Small Debts Extension Act 1852;" and, even if that be a distinct and separate court from the Sheriffs' Court proper, which the Acts all clearly recognise as existing intact, except as to actions not exceeding 50*l.*, the small debt side or branch has no other judge to preside in it than the judge, or one of the judges, of the Sheriffs' Court, who have always been appointed from barristers of long standing and ability, like the present Under-Sheriff, who is, in his own person,

judge of both; and in the event of a vacation of the office of Under-Sheriff and judge of the Sheriffs' Court, the Common Council of London would have to appoint one or more Under-Sheriffs and judges of the Sheriffs' Court, who would, *ex officio* and in pursuance of the Central Criminal Court Act, and of the provisions of the London City Small Debts Extension Act 1852, sect. 7, thereby become as well the designated and duly qualified judges of the Sheriffs' Court for the time being nominated by the Act, of the Central Criminal Court, and also the presiding judges of the Sheriffs' Court holden under the provisions and for the purposes of the Small Debts Extension Act 1852.

Thus the present Under-Sheriff of London and judge of the Sheriffs' Court (with its two computers) for the time being is *ex nomine* constituted a justice and judge of the Central Criminal Court, under the 1st section of 4 & 5 Will. 4, c. 36, which also constitutes that court a court of oyer and terminer and gaol delivery, having jurisdiction to hear and determine, &c., *independently* of any commission, which may or may not be issued to such court at the pleasure of the Crown, and if issued in accordance with the provisions of the 2nd section, shall be directed to the justices and judges already nominated and constituted by the Act, together with such other persons, if any, as the Crown may think fit to include and name in such commission as commissioners of oyer and terminer and gaol delivery, which persons thereby become justices and judges of oyer and terminer and judges of the Central Criminal Court, in addition to those named and already constituted by this Act, 1834. Hence it will be seen that it is under the Act 1834 that the judge of the Sheriffs' Court is constituted a judge of the Central Criminal Court, and by virtue of the commission that he acquires the title of "Mr. Commissioner Kerr;" and that, as judge of that court, he has by Act of Parliament full power and authority to hear and determine all, &c., in like manner, as the Courts of Probate and Divorce, &c., which are created by Act of Parliament, and exercise jurisdiction without any commission from the Crown; for it will be seen that the general commission referred to in the Central Criminal Court Act is only subsidiary to, and directory of time and place and manner of holding, such courts of oyer and terminer and gaol delivery, and for the purpose of thereby adding new judges at the will and pleasure of the Crown, who would thereby only become justices of oyer and terminer and commissioners, whereas all the judicial personages originally nominated in the Act 1834 are thereby constituted judges and justices, as well as nominated commissioners of the Central Criminal Court.

We shall not here refer to the question in *Welherfield v. Nelson*, with regard to which, however, Mr. TORR takes the view which has been adopted by the court. In conclusion we may say that our author hopes for a judicial construction of the Act of 1867 in favour of his contention, incidentally supported by the LORD CHIEF JUSTICE in *Osgood v. Nelson*, 20 L. T. Rep. N. S. 149, Q. B., that the Sheriffs' Court is not a County Court. We unite with him in this hope, for undoubtedly the court is one which, if presided over by a Judge popular with the Profession, would certainly attract a large amount of business. The scales of costs framed by the present Judge are more liberal than those which prevail in the County Courts. As an example we may cite the first two rules:

(1) In actions in which plaintiff's claim does not exceed 5*l.*, neither party shall be allowed the costs of either counsel or attorney, unless both parties shall have agreed before the hearing to be represented at the hearing by counsel or attorney, and the Judge shall afterwards certify for counsel or attorney, or both.

(2) In such actions a fee of 10*s.* 6*d.* may, by order of the Judge, irrespective of an agreement between the parties, be allowed to counsel; and, in special cases, a fee, 1*l.* 1*s.* And the costs allowed to the attorney (exclusive of counsel fee) shall in such cases be 7*s.* 6*d.* and 10*s.* 6*d.* respectively.

For full information on the subject of this important jurisdiction, we refer our readers to Mr. TORR's very admirable publication.

THE REPORT OF THE JUDICATURE COMMISSION.

The following is the conclusion of the abstract of the report taken from the *Standard*, the first part of which we gave last week.

We have yet to deal with those portions of the report which relate to the sittings and assizes, the summoning of juries, and the appellate tribunal. The commissioners are, however, needlessly tender, not to say timorous, in dealing with the division of the legal year. At present there are four

terms of rather more than three weeks each, during which, according to ancient theory, all business is to be got through. It is hardly necessary to say that this fiction has long since been practically given up; but, nevertheless, in deference to an exploded fallacy, there are still some kinds of business which can only be done in term, while, as to others, the court regularly go through the form of appointing after-term sittings in banco and at Nisi Prius. The commissioners propose to divide the year into three terms of four weeks each, commencing on Nov. 2, Jan. 11, and May 1, giving a total of eighty-four days, instead of ninety-two, as at present, for the transaction of term business. We cannot see the advantage of a change, which, if it is to have any practical operation, will still further diminish already insufficient opportunities. The commissioners see this, and hence they advise that all distinctions between in term and out of term matters be done away, the courts having power to sit at any time for the dispatch of any business. Would it not be much better to make the three terms co-extensive with the periods during which there is any legal business to do, arranging them so as to give short vacations at Easter and Christmas, and a longer one in the autumn? Such a division would have a practical meaning; but that which the commissioners propose seems to involve nothing more than saying that on certain days the courts will draw a hard and fast line, which everybody is to step over when it suits them, thus rendering it in effect no line at all. There is much more value in the suggestion that henceforth all common law causes shall be entered on a common list, and tried in their order at Nisi Prius sittings, held continuously (vacations excepted) throughout the year, whenever there are causes to try, including in Nisi Prius causes issues of fact on which the Courts of Chancery may desire the assistance of a jury. This is, unquestionably, one of the most important recommendations which the report contains. By the establishment of a permanent Court of Nisi Prius, before which all common law causes are to go, opportunity will be afforded for clearing the lists of the heavy arrears which encumber the Queen's Bench and Common Pleas in London, and the former court both in London and Middlesex. It will do away with all occasions or excuse for taking London causes by the score to Maidstone, Bristol or Liverpool, and by the hundred to Kingston, Guildford, or Croydon. Hitherto London litigants have gone to country assize towns because they had no chance of getting a hearing at Guildhall or Westminster. Should the recommendations of the report be carried out they will have ample opportunity for trying them at their own doors, in which case the Home Circuit would speedily expire of inanition, for not even barristerial faith and patience would long survive the spectacle of 400 learned gentlemen spending a month or so in travelling round five counties, to pick up a living by pleading in about twenty causes, and prosecuting or defending a hundred or so of prisoners. From such a trial, however, those interested are to be delivered by the abolition of the circuit, as, having regard to increased and increasing railway facilities, the commissioners think it will be better to bring country causes to London, and country prisoners to the Central Criminal Court, than to continue to hold assizes in the county towns. The area from which jurors will be summoned to serve in London will be proportionably extended, and if some additional powers are given to the Courts of Quarter Sessions it is believed that any additional expense caused in other cases by bringing prisoners and parties to London will be more than compensated by saving the money now spent in taking judges and other functionaries from town to town.

The readjustment of the remaining circuits is almost a necessary consequence of the abolition of the Home. The practice of laying local venues making causes triable only in particular counties is to be done away with, and the court or a judge is to retain the power of controlling a plaintiff who has chosen an inconvenient venue. The county boundaries which, by lapse of time and change of circumstances, have become more or less arbitrary, are no longer to be treated as sacred, and the judges of assize, instead of going to many towns, each with a small amount of business, are to go to the centre of an enlarged district, all parts of which are to be treated, for assize purposes, as in one venue or county, whose assize town is to be chosen from regard to the practical convenience of those who dwell within its radius. Advertisements in the *London Gazette* and in the local newspapers are to be substituted for the time-honoured formalities with which the commission is now opened. The form of the commission is to be so altered as to allow assize judges to leave the smaller cases untried, and to make all judges auxiliary to each other whenever the state of the business requires it.

As to the jury system, the defects on which we have often commented are unreservedly recog-

nised, and the recommendations of the Commons' committee are, almost in their entirety, adopted. The fact that the special jurors of Middlesex number only 1800, while those of Kent and Sussex are but 400 and 197, is rightly taken as condemnatory of the present system, which leaves to churchwardens and overseers the task of deciding whether a man is "a merchant" or a tradesman, "an esquire" or a common-place ratepayer. For a test applied by what may be called the parochial mind, the commissioners propose to substitute a new form of property qualification. At present a juror is qualified by occupying a house of 30*l*. rateable value in the metropolis, of 20*l*. in the county, and of 12*l*. in Wales. The commissioners desire to raise the qualification to a 50*l*. rating in houses wholly or in part within any town of 20,000 inhabitants, and to 30*l*. in other places, though we think it very doubtful whether this practical way of saying that ability to try causes or prisoners is not possessed by persons rated below 30*l*. or 50*l*. will commend itself to a House of Commons elected by household suffrage. Alienage is no longer to be a ground of challenge. Aliens, otherwise qualified, who have resided ten years in this country, are to be liable and compellable to serve as jurors, and the trial of foreign prisoners by a jury *de medietate lingue* is to be abolished. Special jurors are to retain their present qualifications, but their ranks are to be recruited by persons rated at 100*l*. for a private dwelling-house in towns of 20,000 inhabitants, or at 60*l*. elsewhere, who occupy premises other than a farm, rated at 200*l*., or a farm rated at 500*l*. But special jurors are not, as now, to be exempt from serving as common jurors. Their exclusion from the common jury panel is described as "inconsistent with the present state of the law," as having been twice emphatically condemned by the common law commissioners, and as depriving suitors of the advantage of improving the common jury, by an admixture of persons of higher education and intelligence. Suggestions are offered for a better preparation and revision of the jury lists, with penalties for negligence, and, in order to secure the impartial summoning of jurors, the officers are to be bound, under penalties, not to summon a second time any person who has once been summoned, so long as there are sufficient jurors who have not been summoned since he was. The special jury panels in London and Middlesex are no longer to be made up for each cause, but for all causes triable at the sittings. Either party is to have a peremptory right of challenge as to six names, and to a greater number on cause shown. A tales, or calling in of common jurors to supply the places of absent specials, is no longer to be of right, but by leave or by consent. Fines for absence are to be fixed in amount, and not to be remitted without good cause. The illness or death of jurors, pending proceedings, is not to nullify what has been done already, if the judge thinks proper to allow the trial to proceed. The practice of keeping the jury without fire is to be discontinued, and, in the discretion of the Judge, reasonable refreshments are to be supplied to them. Payment is to be made, not by the cause, but by the day, care being taken not to fix such an amount as shall make common jurors desirous of serving for the purpose of obtaining the fee.

One of the most important, and to professional readers the most interesting, portions of the report is that which deals with the subject of appeals. To follow the commissioners step by step would occupy far more space than we have to spare. To condemn the existing system, it is enough to quote the paragraph in which they say that "at present the appeal from orders or decrees made by the Judges of First Instance in the Court of Chancery, is either to the Court of Appeal in Chancery, or to the House of Lords, at the option of the appellant; there is also an appeal to the House of Lords from the Court of Appeal in Chancery.

Appeals and errors from the Courts of Queen's Bench, Common Pleas, and Exchequer, must in all cases go to the Court of Exchequer Chamber, from whence a further appeal or error, as the case may be, lies to the House of Lords. From the Court of Probate appeal also lies to the House of Lords. From the decrees and orders of the Judge Ordinary of the Divorce Court an appeal lies to the full court, consisting of the Judge Ordinary and two common law Judges; and also in certain cases from the full court, or from the Judge Ordinary exercising the powers of the full court, to the House of Lords. From the Court of Admiralty the sole appeal is to your Majesty in Council, or, practically, to the Judicial Committee of the Privy Council."

Of the House of Lords as a court of appeal we are told no more than that "it unavoidably impairs the efficiency of the Court of Chancery during the session of Parliament, by withdrawing the Lord Chancellor for the whole of four days in every week from his own court." The Privy Council also cannot get through its work without the help of one or more Judges, who ought to be

engaged elsewhere. The Court of Chancery Appeal is less satisfactory than it might be because of the difficulty of getting its three Judges to sit together. The Exchequer Chamber is formed out of two of the common law courts, sitting, whenever time and opportunity serve, to review what the third court has done, and is "eminently unsatisfactory," because some of its Judges, whose opinions have been overruled to-day, may take part in overruling their overrulers to-morrow. Similar objections apply to the full court of Probate and Divorce, and the technical rules of Practice as to appeals from the various courts are stated and reviewed, very greatly to their disadvantage. "For these various and discordant systems of appeal" the commissioners desire to substitute, as part of the Supreme Court, a court of appeal, consisting of the Lord Chancellor, the Lords Justices, the Master of the Rolls, and three other permanent Judges, with three of the Judges of the Supreme Court to be nominated annually by the Crown; an additional vice-chancellor being substituted, as a Judge of first instance, for the Master of the Rolls. The court of appeal thus constituted should be empowered to sit either as a full court or in divisions, but the number of Judges sitting together in any division ought never to be less than three. The Judges of the court, other than the nominated Judges, should always form a majority of the court.

To this court "appeal should lie from all judgments, decrees, rules, and orders in all suits or proceedings not strictly criminal," subject only to certain specified exceptions; and it is reserved for consideration whether the decision of this appeal court should not be made final, subject to its giving leave to carry the matter to the House of Lords, to which, however, appeal is to lie direct, by consent of the respondent. The time for appealing on interlocutory orders made during the progress of a suit is to be fixed by general orders. In other cases appeals must be lodged not more than six months from the time when any judgment, decree, or order, was entered of record. All appeals are to be brought before the court in a summary way by motion, without any petition or formal procedure, but as a rule, the right to appeal is to be exercisable only on condition of substantial security being given for the respondent's costs of appeal, nor is it to operate as a stay of execution, or of further proceedings, unless by the exercise of large discretionary powers, which it is proposed to vest in the court from whose judgment the appeal is presented. The appellate tribunal is to be empowered to allow amendments and to admit additional evidence. Shorthand writers' notes of a judge's ruling are to be admissible as proofs, and the court is to be at liberty to decide, not upon any single short dry point, but upon what may eventually appear to be the real dispute, in order to do substantial justice between the litigants.

It will be seen that an anxious desire for such changes as will tend most effectually to advance the interests of justice and equity is apparent in almost every paragraph of the commissioners' recommendations, and that most of them will tend to secure this very desirable end is, we think, almost self-evident. It may be doubted, however, whether the scheme for effectuating the fusion of distinct and separate systems, has been carried far enough, and some of the suggestions as to the pleading and taking evidence are at least as likely to increase as to diminish the unavoidable expense of litigation. Members of, and other persons interested in, the Home Circuit, would probably have been glad of some intimation as to the course which the many learned gentlemen thereunto belonging are to take, when the new régime has been established. At present they have the prospect before them of becoming as it were a disbanded regiment, about one-fourth as numerous as all the rest of the common law brigade of the forensic army. What are they to do with themselves? Are they to become so many free lances, ready to go anywhere, without regard to circuit boundaries? If so, the circuit system itself, so far as the Bar is concerned, will not very long survive the destruction of the Home Circuit, though probably such a consummation is not very devoutly to be deprecated.

The whole of the commissioners have signed the report, thus showing their general approval of its recommendations. Sir Robert Phillimore, however, desires to guard his expression of opinion on two points. He thinks the special jurisdiction of the Court of Admiralty ought to be retained, observing that it has always administered maritime international law, alike in times of war and peace, while its forms and system of pleading are as nearly as possible those which the report recommends. The commissioners' lack of power to consider the composition of the Final Courts of Appeal Sir Robert thinks unfortunate, because it has practically prevented any consideration of the expediency of retaining the House of Lords and the Privy Council as final courts of appeal, and of inquiring whether their present composition should or should not remain unaltered. He also takes

exception to that very doubtful part of the scheme which contemplates the rotation of three Judges of the first instance, who by an annual election or selection are to be made Judges of Appeal *pro hac anno*, thus for twelve months doing exactly what Exchequer Chamber Judges do now, overruling and being overruled in turn. Sir Robert, however, thinks so favourably of this arrangement, that he doubts "whether the Appellate Court should be composed for the most part of Judges exercising appellate jurisdiction only," though many will think that the exercise of appellate functions by Judges not specially appointed to hear appeals has been sufficiently condemned by the commissioners themselves. Mr. Baron Bramwell "cannot concur in the recommendation as to circuits, to its full extent." Mr. Justice Montagu Smith and the Solicitor-General think that, either "the present system of holding assizes, which is based on the existing divisions of counties, and which brings justice reasonably near to the homes of suitors, witnesses, and jurymen, should, with some modification, be retained," or that circuits should be abolished altogether, and provincial courts established, with judges who would go frequent circuits within each district.

As Mr. Ayrton was a member of the commission, it was only *selon la regle*, that he should have something to say on his own account. To the report, and to the observations of the legal dissentients from some portions of it, the chosen of the Tower Hamlets appends the record of his opinion that sundry questions should be further considered. As might have been expected, the honourable member's suggestions are of very doubtful value. They tend to show his readiness not only to talk but to write upon any subject, without stopping to reflect whether he will thereby display the profundity of his knowledge or the boundlessness of his verbosity. He would have all proceedings commenced and prosecuted in the County Courts unless (query until) it appears proper to remove the case to the Supreme Court, thus entailing upon many suitors the expense and delay of needlessly commencing proceedings in a court from which they know they must be removed. He doubts "whether it is desirable to allow such facilities for appealing and repetition of appeals," forgetting that the report has dealt at some length with this very question. "Having regard to the unequal means of litigants" he inclines towards "a new system of legal remuneration," and to limiting "the claims of suitors against each other for costs," in happy unconsciousness that these claims are already limited by duly appointed taxing masters. As for the suggestions about "unequal means of litigants" and "a new system of remuneration," we presume they are intended to foreshadow a grand Ayrtonian scheme for providing everybody with counsel and attorney at the public expense, a proposition which will have all the charm of novelty to recommend it, and will be sure of enthusiastic support from barristers in want of briefs and attorneys in search of practice. With equal shallowness he desires to consider whether, for the discretion of the judges in respect of costs, "certain rules of positive application," should not be substituted, though the very report Mr. Ayrton has signed contains a recommendation to abolish "rules of positive application," such as he seems to long for, and to put costs at law as in equity under judicial control. In harmony with his avowed proclivities he questions "whether the qualifications of jurymen should not rather be lowered than increased;" therein expressing himself intelligibly, though his antithesis is rather clumsily constructed. And then come two paragraphs which for confusedness and redundancy of slipshod English, have the true Ayrtonian ring about them. He asks—"whether sufficient consideration has been given to the other elements in the administration of the law beyond that of excellence of judicial decision, namely, the time of the suit, the expense to the suitor, and the influence of the administration of justice on the social and political condition of the people;" and, "whether the House of Lords, if it is to continue a Court of Appeal, might not be rendered efficient for the purpose by legal peerages conferred on judges of a certain standing, so as to make the Bench independent of the pleasure of the Crown, and by constituting a permanent committee of such peers, on the principle of the Judicial Committee of the Privy Council."

To the first of these it may be sufficient to answer that "excellence of judicial decision" has a great deal to do with "the influence of the administration of justice on the social and political condition of the people." The second is disposed of by the fact that the constitution of the House of Lords and the expediency of life peerages were not matters within the purview of the commissioners' instructions. We are not surprised that Mr. Ayrton should wish to discuss them, limited instructions notwithstanding. But, looking at the constitution of the commission, we should have greatly wondered if he had prevailed upon any of his colleagues to bear him company in his digressions.

A MOTION TO COMMIT.

[COMMUNICATED.]

ON Thursday the 22nd, Mr. Glasse, Q. C., instructed by Messrs. England and Co., of Hull, moved before Malins, V.C., to commit the publishers of the *Weekly Register* and *Eastern Morning News* newspaper, for contempt in publishing an article reflecting upon the plaintiff in the suit of *Saurin v. Starr and others*. Mr. Bury, who appeared for the *Weekly Register*, apologised and made submission to the court, and an order was made directing the publisher of that paper to pay all the costs of the application. Mr. Martineau, instructed by Messrs. Rollit and Son, appeared for the *Eastern Morning News*, the Hull daily paper, and read an affidavit by Mr. Hunt, the publisher, stating that the article in question had originally appeared in the *Weekly Register*; that he had merely republished it as an extract, with the name of the original paper attached; that this was done inadvertently and in accordance with the universal practice in newspaper offices, and that he had similarly published numerous articles in favour of Miss Saurin. The affidavit also stated that the first intimation Mr. Hunt had received of any cause of complaint, was the service upon him of the notice of motion to commit by a clerk in the office of the plaintiff's solicitors, and that he had at the earliest opportunity afterwards inserted an ample expression of regret for any inadvertent injury. Under these circumstances Mr. Martineau contended that Mr. Hunt ought not to be visited with the entire costs, and cited *Mostyn v. Tichborne* (Weekly Notes 1867) and *Daw v. Eley* (Ib. 1868). Mr. Glasse pressing for costs, his Honour asked why Mr. Hunt had not been written to in the first instance, as an apology might have been obtained at once, but said he thought the costs were not pressed for in the *Tichborne* case. Mr. Martineau said he thought such was not the case, but immediately his client had received notice of any complaint he had apologised. His Honour in delivering judgment said the publisher of the *Weekly Register*, in which the article had first appeared, must pay all the costs. Mr. Hunt, however, had acted in a most becoming and honourable manner, so soon as he was apprised of any complaint, though with some want of discretion in the first instance. Such articles could, however, only be copied at the peril of the publisher, if the matter was brought to the notice of the court; but he thought justice would be done in this case by merely ordering Mr. Hunt to pay the costs of the application, from which he should except those of any affidavits sworn after the publication of the apology by him.

We certainly think Mr. Hunt had reason to complain of somewhat discourteous and unusual treatment on the part of the plaintiff's solicitors. The service of notice to commit, in the first instance, in lieu of the usual letter of complaint, is even more surprising than the pressure for costs, the motive of which seems inexplicable, and at variance apparently with the course pursued in previous cases. It is certainly usual in the Profession to acquaint those who may have rendered themselves liable to proceedings of the nature of the complaint against them, to afford them an opportunity of making reparation. This seems to have been denied Mr. Hunt, and has afforded him, we think, just ground of complaint.

ELECTION LAW.

NOTES OF NEW DECISIONS.

SCRUTINY—OPENING REGISTER—PROCEDURE—PARTICULARS—RECEIPT OF PAROCHIAL RELIEF—PERSONATION—RESIDENCE—JUDGE'S POWER TO AMEND BARRISTER'S LIST—NON-PAYMENT OF RATES—DOUBLE OCCUPANCY—TENDERED VOTES—INTIMIDATION.—There were four candidates, H., P., and C., of whom two, H. and P., were returned. C. and S. petitioned against their return. C. was in a minority of six as regarded P., and of twenty-four as regarded H. S. was in a minority of thirty-eight as regarded P., and of fifty-six as regarded H.: Held, that the best course to pursue was for the petitioners to put C. in a majority over P., and then for the respondents to attack the votes of the petitioners; and that if C. should succeed in beating P., then S. should be left to beat H. The court will not allow any formal objection to the several heads of objection in the lists provided to be given by the 7th of the *Regule Generales*: *Semble*, if a name is placed on the register any objection should be in the shape of an appeal, as the register is intended to be conclusive. The court will order the books of the overseers to be produced for examination by counsel on either side, for the purpose of showing what voters have received parochial relief. The charge of personation is a matter of fact in which the evi-

dence explains itself. The question of residence is a matter of fact which the judge will decide on the evidence. Where the names of persons appear in the list of voters, although struck off by the revising barrister, and those persons voted, it would seem doubtful whether the judge has any power to amend. It is competent to the judge to deal with objections actually taken and overruled by the revising barrister. The petitioners in preparing their lists did not refer to persons who had not paid their rates before July 31: Held, that the matter could not be gone into, as it was one which must have come before the revising barrister. An objection of double occupancy is one which should be taken before the revising barrister, and if not then taken cannot be raised before the judge. Where good votes are tendered and rejected at the poll they will be added on the scrutiny. Persons making threats through other persons, and persons through whom they are made are guilty of a misdemeanor, and their votes are bad, and will be struck off on a scrutiny: (*Oldham Election Petition*, 20 L. T. Rep. N. S. 302. Blackburn, J.)

PRACTICE—COSTS.—At the trial of the petition the petitioners, finding that the respondents had a class of objections which petitioners had thought it undesirable to bring forward, applied to add a list of particulars. An order to that effect was accordingly made by the judge: Held, that the petitioners having failed, must pay the costs in respect of that class. Two classes of petitioners' objections, allowed by judge's order, were rejected, improperly as they alleged, by the judge at the trial. Had it been known that these classes would have been rejected, the petitioners stated that they should not have protracted the inquiry to such length. The petitioners also proved at the trial two cases of mild bribery and two cases of intimidation by an unauthorised person. But the judge being of opinion that the petitioners would, in the event named, have prosecuted the inquiry as far as they could, and that the respondents, not having exhausted their objections, might have recriminated and proved bribery and intimidation at the trial: Held, that the order that the costs should follow the event could not be varied: (*The Oldham Petition*, 20 L. T. Rep. N. S. 329. Blackburn, J.)

Correspondence.

TAUNTON PETITION.—Mr. Serjeant Cox answers my question, but he does not favour us with particulars of that it most concerns the Profession to learn—who were the persons guilty of the breach of professional honour and good faith towards him and his legal advisers, of which he complains, and what are the specific acts of which they were guilty. This is a professional question in which we are all concerned, for it strikes at the root of professional confidence. I hope the learned serjeant will favour us with full particulars.

CAVEAT EMPTOR.

ELECTION PETITIONS.—The two special cases out of the seventy election petitions arising out of the late general election have been appointed to be argued in the Court of Common Pleas on Wednesday next. The cases are New Sarum and Manchester.

THE HANGING JUDGE.—We extract the following from an able article on "The Election Petitions," in *St. Paul's*:—"If in electioneering matters the unseating of a member may be regarded as the legal equivalent of punishment by death, we describe Mr. Justice Blackburn as a 'hanging judge.' It may be that the cases submitted to his jurisdiction have been of a darker character than those over which Mr. Justice Willes or Baron Martin have been called to adjudicate; it is certain that hitherto his judgments have been more Draconian. Bewdley, Wallingford, Stalybridge, Bridgwater, Taunton, and Hereford, have been in turn honoured by his visits, and in four out of these six boroughs he has declared the election to be void. At Bewdley it was proved that treating had been carried on through the clerk of a solicitor, who acted as agent of the sitting member, Sir Richard Glass. His Lordship laid down the principle that a candidate is not only responsible for the acts of his own agents, but for the acts of the subordinates whom these agents may employ, 'though with these subordinates he might not have come into contact, and might have known nothing about them.' Acting on this principle, the judge unseated Sir Richard Glass; and it is obvious that if the principle had been adopted by his colleagues, it would have sufficed to vitiate many other elections. At Wallingford the only question raised by Mr. Justice Blackburn was, whether 'there had been sufficient treating to void the election.' His Lordship decided this

question in the negative, but remarked that 'whenever a sitting member had a score at a public-house, he would be in danger of imperilling his seat, by giving an opportunity for the presentation of a petition.' In the present instance, the election was ordered to stand, and costs were given against the petitioners. Stalybridge was the scene of another Conservative triumph. Mr. Sidebotham was confirmed in this return; the judge deciding that though there was bribery in a mild form, by the promise of payment of wages to voters, agency was not sufficiently proved to void the election. Bridgwater was one of the few boroughs where the charge of direct bribery was deemed to be clearly proved; and though, as usual, the judge completely exonerated the Liberal members, Messrs. Vanderbyl and Kinglake, from any personal complicity, he annulled the election, on the ground of corrupt practices having prevailed extensively, and sentenced the respondents to pay the cost of the petition. At Taunton the plea for the petitioner, Mr. Henry James, rested substantially on the allegation that a number of votes recorded in Serjeant Cox's favour were vitiated by the payment of what was called barrister's money; that is, of a sum of about five shillings to voters for their attendance, or supposed attendance, before the revising barrister. The plea was found good; and Mr. Justice Blackburn decided that the Conservative victory had been unfairly won, and that Mr. James was the rightful representative of Taunton. At Hereford, again, Messrs. Clive and Wyllie, the Liberal members, have just been unseated by the learned judge on the ground of their election having been influenced by corrupt practices on the part of their agents. According to this statement, it appears that out of six inquiries held by this judge, four have resulted in the success of the petitioners. By his decision two Conservatives and four Liberals have been turned out of their seats, while two Conservatives have been confirmed in their elections. But notwithstanding the severity of his decisions, Mr. Justice Blackburn has agreed with Baron Martin and Mr. Justice Willes in holding that in no single instance was the member whose return has been successfully disputed cognisant of the corrupt practices which led to the loss of his seat.

SAYINGS AND DOINGS OF THE COURTS.

[CONTRIBUTED BY THE REPORTERS OF THE SEVERAL COURTS.]

ROLLS COURT.

The past week has produced the following cases deserving of notice:—

Re The British and South American Steam Navigation Company, Ewbank's case, was an application by Messrs. Ewbank, Schmidt, and Co., of Rio Janeiro, to have their names removed from the list of contributories to this company in respect of 500 shares, which came into their names under the following circumstances:—On the formation of the company in 1864, the post of agents to the company at Rio Janeiro was offered to Ewbank and Co., on condition of their undertaking to distribute among their friends at Rio 500 shares in the company. Ewbank and Co. made no application for the shares; and, strictly speaking, there was no allotment, but in the minute book of the board of directors there was an entry, dated 31st Jan. 1865, in these words: "That 500 shares are hereby allotted to Ewbank, Schmidt, and Co., or their nominees, and that the secretary be hereby directed to write them accordingly by next mail." The words, "or their nominees" had been struck through, but there was no evidence by whom this had been done. The 500 shares were, however, accepted by Ewbank and Co., and were duly registered in their names, and 11. per share was paid to the company's bankers by Ewbank and Co.'s branch house at Glasgow. In 1866 the company passed a resolution to wind-up voluntarily, and later in the same year it was ordered to be wound-up under the supervision of the court. No calls had been made in respect of the 500 shares; but Ewbank and Co. knew as early as Oct. 1865 that their names were on the register as holders of these shares, and took no steps to repudiate their liability till they received notice from the liquidator that they had been placed on the list of contributories. They now asked to have their names removed, on the ground that the shares had been allotted to them merely for the purpose of disposing of them among their friends at Rio. On the other hand, it was contended on behalf of the liquidator, that there was an ulterior condition that Messrs. Ewbank and Co. were themselves to take so many of the shares as they should not succeed in disposing of. His Lordship inferred from the evidence that the shares were allotted for the purpose of distribution only, and that there was no such ulterior condition as the liquidator contended. Even if

there was such a condition, there would have been an implied contract that a reasonable time should be given them for the distribution of the shares; but such time had not been given, owing to the collapse of the company before it had fairly commenced operations. He was, therefore, of opinion that the names of Messrs. Ewbank and Co. must be removed from the list of contributories; but, under the circumstances, he would give no costs.

Beachey v. Hooper was a suit instituted by Mrs. Beachey, a widow, to set aside a deed of settlement on the ground that when she executed the deed she was not aware of its effect. The plaintiff being entitled to a life estate in certain property under her marriage settlement, and to a life or widowhood estate in certain other property under her late husband's will, and being indebted to tradesmen and others in the sum of 700*l.*, applied to the trustees of her marriage settlement to pay her debts out of the trust funds. Thereupon a deed of security and settlement was prepared; such deed was dated the 14th Jan. 1865, and made between the plaintiff of the one part, and the defendants, Hooper and H. G. Beachey, of the other part, and thereby, in consideration of the payment by the defendants, out of the trust funds, of the sum of 700*l.* in discharge of the plaintiff's debts, the plaintiff assigned to the defendants the rents and income to which she was entitled for her life, to secure the repayment of the sum of 700*l.* and interest, and the plaintiff thereby covenanted that the defendants should hold the said rents and income upon trust to pay the same to the plaintiff until she should assign, charge, or otherwise dispose of the same by way of anticipation, or until she should be declared bankrupt, and upon the occurrence of any such event, upon certain trusts in favour of the plaintiff's children, and in default of children, upon certain trusts for accumulation; and it was thereby declared that if at any time during the plaintiff's life circumstances should exist which, in the opinion of the defendants, their executors, &c., might justify or render it expedient that such accumulations, or any part thereof, should be placed at the disposal of the plaintiff, then the defendants should be at liberty to make any such payment to the plaintiff at their discretion. In May 1867 the plaintiff mortgaged her life-interest to secure payment of a sum of 200*l.*, and she now sought to set aside the deed of Jan. 1865, alleging that, when she executed it, she did so under the impression that it was a deed of security merely, and that she was not aware of the settlement contained in it. His Lordship was of opinion that the deed could not be supported; the plaintiff must pay into court the sum of 700*l.* secured by the deed; and there must be a decree in the terms of the prayer of the bill.

Gwynne v. Gell was a suit instituted to make the estate of a trustee answerable for a breach of trust committed by him in allowing the widow of the testator, George Gwynne, to receive the rents of the testator's real estate required for payment of debts, and also to make the widow's estate liable to repay the amount of the rents received by her. By an indenture dated the 26th March, 1836, and made between Samuel Gwynne and Elizabeth, his wife, of the one part, and George Gwynne and Thomas Gwynne, of the other part, Samuel Gwynne assigned his share in the personal estate of his brother, Iltid, deceased, unto George and Thomas, in trust, to invest the same, and hold it upon trust for Samuel and his wife during their lives, and after their death upon trust for such of their children as should attain twenty-one. The plaintiffs in the present suit were three of these children. Thomas Gwynne died insolvent, and George died without having invested the share assigned by the deed of March 1836. By his will he devised certain copyholds and all his freehold hereditaments to trustees upon trust to sell and to pay the proceeds in the first place to his executors in aid of his personal estate, and after the payment of his debts, &c., in trust for wife Sarah Gwynne absolutely. The testator died in 1838. After the execution of his will he became possessed of certain other freeholds, with regard to which he died intestate. All his devised freeholds were sold and applied in accordance with the directions of the will, but the trustees allowed the widow to enter into possession of the devised copyholds. In 1853 Samuel Gwynne and two of the plaintiffs in this suit filed a bill on behalf of themselves and all other the creditors of George Gwynne for the administration of his estate, and it then became known to the plaintiffs that the widow was in possession of the copyholds, but they took no steps to obtain possession of the rents, or to obtain a receiver. The present bill was filed in Nov. 1865. His Lordship said that, assuming that the will of George Gwynne had created a trust, and that the Statute of Limitations did not apply, he was of opinion that the plaintiffs were debarred from recovering by their own laches. It was no excuse for their laches that their interests did not accrue in possession until the death of Samuel Gwynne in 1860. Two of the present plaintiffs were plaintiffs in the former suit, and

should have taken all steps for the protection of their interests in that suit. The bill must be dismissed.

Daw v. Eley was a suit instituted by Mr. G. H. Daw (the winner of the prize recently offered by the Secretary of State for War for cartridges) to restrain the defendants from manufacturing or selling cartridge cases for breech-loading firearms in infringement of the plaintiff's patent for improvements in the manufacture of such cases, by making them of a metal tube formed from a strip of thin rolled sheet metal, bent into a tubular form and having its overlapping edges soldered or cemented together so as to form a perfect tube. The defendants were alleged to have infringed this patent by selling cases of brass lined with paper or thin pasteboard, made after Rochette's patent, of which the defendants are proprietors. His Lordship said that this was not a subject-matter for a patent. If a patent might be granted for this, it might be granted for anything. To render a patent valid, it must be granted for some invention or some new adaptation; there was nothing of the kind in this instance. It was admitted that the use of metallic tubes for cartridge-cases was known before; the method of cementing the tubes was known before; the principal innovation in Daw's patent was that he made use of thinner metal. This was not the subject of an invention, it was not subject matter for a patent; the bill must therefore be dismissed with costs.

V.C. MALINS' COURT.

During the past week there has only been one case of any interest; one or two others, however, may be touched upon. The first was *Cutler v. Saville*, which was a bill filed by the plaintiff a well known West-end tailor, to be absolved from a liability which he had come under by adding his name to a security under these circumstances: Mr. Saville was in partnership with another person, as a printer, and, being in weak health, it was desired that he should retire, and it was agreed that his partner should, on payment of 5000*l.*, take the whole business himself. Not having the money, he applied to his two brothers, who came forward, and the plaintiff, the husband of a sister, added his name to the security then given for that sum. He now sought to be relieved from the liability; but, after a lengthened hearing, Mr. Saville being dead, and his widow standing in his shoes, the Vice-Chancellor was of opinion that the plaintiff failed in his contention, and dismissed the bill.

The next was a case of *Johnson v. Hammons*, which, being brought as a short cause, the Vice-Chancellor made some very strong remarks on the discreditable nature of the suit. It was instituted, he said to charge property with a sum of several thousand pounds in favour of an infant thirteen years old, who, on coming of age, repudiated it; also to raise 800*l.*, for which 500*l.* costs were incurred, and a poor widow, knowing nothing of the circumstances, might be beggared by the costs (it was stated that they might be 1000*l.*). He should thoroughly investigate the whole matter, and, if he saw fit, fix costs on those who had so improperly acted.

The case first referred to is that of *Pronjé v. Matthews*, which in form is to set aside a settlement contained in letters between the plaintiff's wife, Harriet Pronjé, and the defendants, her solicitors, under the most extraordinary circumstances. M. and Mme. Pronjé were married in 1829, with a French settlement, and in 1832 a son was born, Léon; the wife then eloped with one Dunailly to England, was taken back by her husband; again left him, and never afterwards lived with him. She then resided at different places in France, went to India and back several times, joined the firm of Greenfields and Co. at Calcutta, and amassed 8000*l.* or 10,000*l.* She then returned to Bordeaux, and entreated her husband to take her back, which he would not do, having meantime solaced himself with another lady, by whom he had several children. Meantime Léon, the son, met and formed an illicit connection in Paris with Julia Camille, who was the wife of another man, of which Léon was said to be ignorant, and had a female child by her, took her to London, and went through the ceremony of marriage with her at St. James's, Westminster. The child was educated in France, but the mother of Léon on seeing the photograph, said it was too ugly to be his child. He then died in India, and Harriet Pronjé having lived in India with a Dr. Cheviot as his wife till his death, came to Bordeaux, remitted nearly 3000*l.* to England to be settled on her grandchild, and left nearly 6000*l.* in securities in a casket in the hands of one Madame Degage. The plaintiff arrived after the funeral and obtained legal possession of the casket, and now sought to set aside a proposed settlement of the 3000*l.* contained in letters between Harriet Pronjé and her solicitors, the wife of one of whom was a school friend of hers. The opinions of French advocates were taken, and there was a large mass of evidence, correspondence, &c., of a most

singular description, chiefly letters of Harriet Pronjé, not one of her husband's. After a lengthened hearing, the Vice-Chancellor was of opinion on the evidence of the French advocates, that the plaintiff could not succeed on the whole of his claim, but he must take till Trinity Term to consider the question, as the French law was most difficult to interpret. On English law she was clearly entitled to have dealt as she thought proper with property of which her husband knew her to be possessed; but, there being no divorce in France, he had allowed her to amass and deal with it for thirty-one years without interference. It was a most unconscionable claim, which, if successful, might reduce this poor child to beggary, and he trusted that some settlement would be come to.

One more case, viz., *Overend, Gurney, and Company (Limited) v. Gurney and others*, may be noticed. This came on upon a demurrer on the ground that the case involved a common tort, and that the remedy was at law. After considerable argument, the Vice-Chancellor held that a bill involving such grave charges, which for this purpose must be taken to be true, must be answered; and that was held in *The Charitable Corporation v. Sutton*, 2 Atk., and followed by Lord Langdale, in 2 Beav. It had been said that the Lords Justices had that day said that all matters involved in this winding-up could be disposed of summarily; but if such a case as this had been presented, any court would have directed a bill to be filed. The demurrer must be overruled, reserving the costs. The bill was filed against the directors involving the identical charges made in the *Oake's* and *Peel's* cases, involving the charge of breach of trust.

COURT OF QUEEN'S BENCH.

Levenson v. The Queen.—This was the case of the writ of error, brought by Mrs. Levenson otherwise Madame Rachel, to try the question of the correctness of her conviction, and which stands very low down in the Crown paper, and not likely to be reached in the regular course for a considerable time to come. The Solicitor-General applied that it may be advanced, in order that it might receive an earlier determination, as it involved a question of very great and pressing importance as to the administration of justice at the Central Criminal Court, namely, whether the two commissioners who must be present at a trial in that court need be the same two throughout the trial? The same principal Judge, Mr. Commissioner Kerr was present throughout, but not the same other commissioners. Upon the decision in this case will depend the question of whether or not a great number of prisoners have been lawfully convicted. After much consideration (Mr. Mellish appearing for the plaintiff in error), it was arranged that the case shall be argued on Saturday the 1st of May.

In the cases of *The Queen v. Hall*, an interesting question arose as to the right of appointing the Registrar of the County Court of Ashton-under-Lyne. By the 9 & 10 Vict. c. 95 sect. 13 (The County Court Act), a provision is made reserving the rights of certain Lords of Manors in which County Courts were directed to be held, and which courts are named in schedule C of the Act, to appoint at the then next vacancy the clerk (now Registrar) of the court. Amongst the number of courts so included in the said schedule there is that of Ashton-under-Lyne; at the time of the passing of the above statute there was a court of requests held at Ashton, of which a Mr. Robert Worthington, was clerk, Lord Stamford and Worthington being the Lord of the Manor. Shortly after the passing of the Act, the old court of requests was by order in council abolished, and the next day a County Court was constituted in its stead, and Mr. Joseph St. John Yates, was appointed judge, and he thereupon without any communication with the lord of the manor, appointed the above named Mr. Worthington to the office of clerk of the court, and he has continued to fulfil the duties until his death in July last, whereupon Lord Stamford treating the vacancy as the first, under sect. 13 appointed a Mr. Hall; Mr. Yates, however, treating his original appointment of Mr. Worthington as the first appointment, considered the present vacancy not as the first, but the second vacancy to which Lord Stamford would have no right to appoint, and he consequently appointed a Mr. Leaf, the present relator. The appointment of Lord Stamford received the approval (as provided for by sect. 13) of the Home Secretary; but upon Mr. Leaf applying to the Lord Chancellor for his approval (as provided for by sect. 24) it was suspended to abide the event of the present litigation. It was now contended on the part of Mr. Hall that the appointment of Mr. Worthington by Mr. Yates, was not in reality the first appointment, but merely a continuation of his old appointment, to which he was entitled under the 34th section, and that the present was the first real vacancy in the office; or that if this were not so, the relator who represented Mr. Yates has no right to apply inasmuch as Mr. Yates usurped the right to appoint in the first instance of Lord Stam-

ford, and so cannot be allowed to take advantage of his own wrong. The court without expressing any opinion of the merits, thought that as the only legal means of properly raising the question was by *quo warranto*, made the rule absolute.

In *ex-parte Thomas Byard Shepherd, Re a proceeding against the Rev. J. C. Bennett*, Mr. Stephen, Q.C., moved for a *mandamus* to be directed to the Bishop of London directing him to issue a commission under the Church Discipline Act, 3 & 4 Vict. c. 86, to inquire into a certain charge made against Mr. Bennett, who is vicar of Frome in the county of Somerset, contained in a letter addressed to the said bishop on behalf of Mr. Shepherd, who is a parishioner of the said Mr. Bennett, relating to a work of the latter gentleman entitled "An Examination of Archdeacon Denison's Propositions of Faith, in which, as it was alleged, he had maintained doctrines on the subject of the Lord's Supper opposed to the 29th article of the Articles of Religion. Mr. Shepherd having in due form applied to the Bishop of London upon the subject, he received in February the following reply: "Having carefully considered the matter laid before me, and having examined the book, I am of opinion that it is not a case in which I ought to issue a commission under the Act, and I therefore decline to accede to your application." It was contended that the bishop was wrong in this refusal, and a number of passages were cited from Mr. Bennett's book to show that they were heretical and opposed to the Thirty-nine Articles, especially to the 29th. In the course of the argument it transpired that proceedings are now pending against Mr. Bennett in respect of similar doctrines promulgated by him. The court felt that under existing circumstances, as similar proceedings are pending, and as the present application is to the discretion of the court, and the bishop himself had investigated the subject and examined the book which in fact was published ten years ago, it would be unwise to grant the present application, and they therefore refused a rule.

In *Reg. v. The Mayor, &c. of London*, which came before the court on Thursday, Mr. Mellish (with Mr. Archibald) showed cause against a rule obtained by the Solicitor-General, calling on the defendants to show cause why they should not deliver to Mr. Walker a sum of 270*l.* found in the possession of the burglars engaged in the great robbery of watches in the city, which ended some time ago in the transportation for life of the burglars after a trial at the Old Bailey. The money has been retained by the corporation of London, and it seems that applications for it have been made to them from more than one quarter. The Solicitor-General (with Mr. Crompton Hutton) now argued in support of Mr. Walker's right to the restitution of the money. The question turned on the jurisdiction of the Court of Queen's Bench to order the restitution of the money, and this now depends on the construction of sect. 100 of the Act 24 & 25 Vict. c. 96, which provides that "if any person guilty of any such felony or misdemeanor as is mentioned in this Act, in stealing, taking, obtaining, extorting, embezzling, converting, or disposing of, or in knowingly receiving any chattel, money, valuable security, or other property whatsoever, shall be indicted for such offence by or on behalf of the owner of the property, or his executor or administrator, and convicted thereof, in such case the property shall be restored to the owner or his representative; and in every case in this section aforesaid the court before whom any person shall be tried for any such felony or misdemeanor shall have power to award from time to time writs of restitution for the said property, or to order the restitution thereof in a summary manner, &c." The court, consisting of Mr. Justice Mellor, Mr. Justice Lush, and Mr. Justice Hannen, were of opinion that they had no jurisdiction under this section to order the restitution of the money to the plaintiff, and the rule was discharged with costs.

In *Ex parte Stevenson*, the question whether the foreshore of the sea is within the jurisdiction of the Commissioners of Sewers was argued on motion of *certiorari* to quash a conviction for taking away sand from a part of the foreshore of Lincolnshire, between high and low water mark. The court were clearly of opinion that the foreshore was within the jurisdiction of the Commissioners of Sewers, and refused the rule moved for.

Great amusement was created in court by the facts of the case of *Peacock v. Young and White*, as stated by Mr. Hawkins, Q.C. (with whom was Mr. Cockerell). It was an application to send back to the deputy judge of the Wisbeach County Court, to state more correctly a case for appeal, and to hear the parties before doing so. The facts of the case arose out of the late election for the county of Cambridgeshire, and were reported in the newspapers of the time, and the public were somewhat surprised to hear that a County Court judge held one of the candidates (Mr. Young) liable to pay for the windows broken by one of the mob which the election proceedings brought together at Wisbeach. Although it appeared that

the candidate held liable had done everything in his power to prevent the excesses committed by the mob on the occasion. The parties had agreed on almost all the facts of the case, but differing as to one, the judge was called on to settle the case, and he refused to adopt the facts on which the parties had agreed, and drew up an entirely different case of his own. Mr. Young being dissatisfied with the judge's statement, the present application was made. The court were of opinion that the judge's statement was defective, and though they expressed a doubt at first whether, when once the judge's jurisdiction had attached by failure of the parties to agree on a case the exercise of his discretion could be interfered with, they ultimately granted a rule *nisi*.

COURT OF COMMON PLEAS.

Thursday was one of the days set apart for the special paper, but before the cases in that paper were taken, the court heard the conclusion of the arguments in a new trial which had been commenced the day before; the question in dispute was the liability of the defendant upon the construction of a guarantee. The plaintiff Bew was assignee of a bankrupt, and he proposed to some of the creditors to institute legal proceedings against a person named Bill, who had obtained possession of some of the bankrupt's goods under a bill of sale; he declined, however, to take any steps unless the general body of creditors agreed to guarantee their shares of any costs which might be incurred, and with that object he sent copies to several creditors of a document which purported to be signed by several persons who each undertook his share of the legal costs which would result from prosecuting the action: defendant signed one of these copies, and three other persons signed each of them another, but by far the larger portion of the creditors declined to make themselves responsible. The action against the assignee of the bill of sale was decided against the creditors' assignee, and the latter now attempted to get the defendant's share of the costs upon the guarantee note signed by him. There was an equitable plea to the effect that the defendant signed this document upon the representation by the plaintiff that all the other creditors would be liable for their share of the costs. The court now entered judgment for the defendant, on the ground that this plea was a sufficient answer to the action.

The rest of the day, besides several hours of Friday, was occupied in arguing the special case, *Dungey v. The Mayor, &c. of London*, the question in which was the liability of the corporation for damages claimed by the owner of a house, which he alleged was injuriously affected by the construction of the Holborn Valley Viaduct. The first point raised was, whether the Holborn Valley Improvement Acts incorporated the 68th section of the Lands Clauses Consolidation Act 1845; the second was whether, even if that section were not incorporated in the Act, the various sections of the Improvement Acts did not imply a right to compensation; the third point was, whether the right of action at common law for this injury was taken away by these statutes; and the fourth was as to whether the circumstances of this case established a claim for injury under the Lands Clauses Act. The court, still consisting of Justices Keating and Smith only, took time to consider their judgment.

In *Waygood v. James, the Taunton election petition*, Mr. Mellish, Q.C., moved for a rule *nisi*, calling upon the petitioners to show cause why this petition should not be taken off the file, and quashed, and all further proceedings stayed. It was stated that at the last general election Mr. Serjt. Cox was elected one of the members for Taunton, Mr. Henry James being the unsuccessful candidate; that upon a petition by some of the electors duly filed, Mr. Serjt. Cox was declared by Blackburn, J., to have been unduly elected; at the same time the judge declared Mr. Henry James to have been duly elected. The bribery, which was held to have been established against the sitting member, consisted of the payment by the Conservative Working Men's Association of 5*s.* a head to voters, nominally for their expenses in attending the revising barrister's court, really in many cases where they never attended at all. Notice had been given that recriminatory evidence against Mr. James's return, under the 53rd section, would be adduced at the hearing of the petition, and, although no such evidence was actually given, Mr. James and his witnesses were cross-examined as to the allegations against the unsuccessful candidate. Attention was called to the 6th section, which requires a petition to be presented within twenty-one days after the return has been made to the Clerk of the Crown in Chancery, and to the 13th clause of the 11th section, which makes the determination of the judge upon his certificate final to all intents and purposes. It was argued that there was no new return when Mr. James was declared duly elected, and that the Act did not provide for any second petition. Mr. Justice Keat-

ing said, "My brother Blackburn has given a certificate that Mr. James was duly elected, and the Act makes that certificate final. If there should be a new petition, there will have to be another certificate. At all events, you have said enough for us to grant a rule *nisi*."

In *Trenfield v. Lowe*, one of the registration cases which have been postponed to this term for the convenience of counsel, the court held that upon the facts stated, the appellant was entitled to a vote for West Gloucestershire.

On Saturday, according to notice given the day before, there was no sitting of this court in banc: the Lord Chief Justice was still absent from ill health, Mr. Justice Willes was engaged in an election petition, one judge was at Nisi Prius, another at chambers, and two of the judges of this court were required at the Court of Criminal Cases Reserved.

The first case of the special paper on Monday was *Trowsdale v. The North British Railway Company*, a dispute between a railway contractor and the company with whom he contracted. By one of the articles of the contract, it was agreed that any difference between them should be referred to an engineer named Tone, and power was given to either party to refer without consent of the other. To the present claim of the contractor, the defendants pleaded an award made by Mr. Tone on the matters in difference upon a request of the secretary of the company to arbitrate upon it. It was now contended by the plaintiff that although it was competent to either to refer any matter of difference, it was necessary, especially when the other party did not consent, that a proper submission of the matter should be previously made. Here the plaintiff had persistently refused to refer, and had always protested against the award, and at the same time the only submission was contained in a letter by the secretary; there was no seal of the company attached, and it was shown that the secretary was not authorised by the directors to make this submission. The court decided in favour of the plaintiff.

The next case was *Morris v. Ogden*, in which several points were raised under the Act for enforcing the residence of clergy, and under the Church Discipline Act. The arguments were not concluded on Monday. It appeared from the facts stated in the special case, that the plaintiff, who was some years ago incumbent of St Peter's, Ashton-under-Lyne, had been convicted, in the Divorce Court, of adultery with one of his parishioners. The Bishop of Manchester issued a monition requiring him to reside in the parish under the 54th section of 1 & 2 Vict. c. 106; the plaintiff answered, as his excuse for not residing, that his life was in danger from the inhabitants, who had on more than one occasion hooted at and stoned him; the bishop, not deeming this excuse satisfactory, ordered him to reside within thirty days, and sequestered the living upon non-compliance at the end of that time. By sect. 58 a benefice continuing sequestered for one year, becomes void; before the year in this case was concluded, the plaintiff had been suspended, under the Church Discipline Act, for three years. That term of suspension being now concluded, the defendant, who had been appointed to the benefice on the supposition that it had become void, was sued for breaking and entering the plaintiff's pulpit. Four points were taken by Mr. Brown, Q.C., for the plaintiff: first, that the order to reside was not personally served upon the plaintiff as required by the statute; secondly, that the sequestration was void because it was made without the plaintiff's having notice to show cause against it; thirdly, that the order to reside and the sequestration were revoked by the decree of suspension; fourthly, that the benefice was not void, because there was no wilful disobedience; the plaintiff did not reside, only because he would have been in danger of his life.

Upon the application of counsel representing the petitioners and respondent in the *Salisbury election petition*, which has been turned into a special case, Wednesday May 5th was fixed for hearing the arguments. The *Manchester petition* is to be taken on the same day.

A couple of rules were granted on Wednesday, and the court early took the renewed arguments in the special case, *Morris v. Ogden*, which came on last Monday, and for a short time were continued on Tuesday. It had been admitted by Mr. Holker, the counsel for the defendant, that the first sequestration was invalid in consequence of the want of any notice to the plaintiff to show cause, before the order of sequestration was made, and therefore the case now turned upon the effect of the subsequent proceedings. The order of suspension was dated the 13th Sept. 1861, and consisted of the following words:—"We hereby suspend him (the plaintiff), accordingly *ab officio et a beneficio* for the space of three years, to commence from Sunday the 15th Dec. 1861, on which day we direct our said sentence to be published by affixing the same on the principal door of the said church of St. Peter, Ashton-under-Lyne. And we further decree that the said sentence shall remain

in force until he, the said Thos. W. Morris shall produce a certificate to our satisfaction, signed by three neighbouring beneficed clergymen of the diocese of Manchester, of his good conduct during the period of suspension, and that such suspension be not taken off until he shall produce such certificate." Subsequently the living was sequestered. The order of suspension was affixed to the church door, but the plaintiff was in ignorance of its terms for about a year after, during which time he was residing at Leeds, out of the diocese. He obtained certificates of good conduct during that time from neighbouring clergy, and as soon as he became aware of the particulars of the order, he went to Manchester, and remained there during the rest of the three years. Upon the conclusion of the period of suspension, he sent to the bishop certificates of good conduct for the time he was at Leeds, and also from beneficed clergy of the diocese of Manchester during the subsequent two years. The bishop, however, declined to accept these certificates, and appointed the defendant to the incumbency, at the same time revoking both the sequestrations which he had ordered. This action was commenced before the termination of three years from the time of the plaintiff's coming to Manchester. The points taken by Mr. Brown, for the plaintiff, were, (1) that the period of suspension had elapsed before the action was brought; (2) that the sequestration was not in force after the revocation; (3) that the sentence of suspension was invalid on the face of it, because it did not show the jurisdiction of the bishop, because it did not show either that the proceedings were public, or that notice had been given to the plaintiff, and because it was uncertain, by reason that it was recited that the plaintiff had been guilty of adultery or fornication. By the Ecclesiastical Law, it was alleged there was a distinction between the two charges. The arguments were concluded at the rising of the court, but judgment was reserved.

COURT OF EXCHEQUER.

In the case of *Spendlove v. The Midland Railway Company*, in which a rule was applied for on Tuesday, April 20, to set aside a nonsuit of Mr. Justice Hayes, a point arose somewhat analogous to that raised by the case of *Siner v. The Great Western Railway*, recently decided in the Court of Exchequer Chamber. The court, however, thought the matter sufficiently doubtful to make it proper that a rule should be granted. The facts were as follows:—The plaintiff was a butcher near Rotherham, and was, when the accident happened, returning from a weekly cattle fair by a special market train. On the way an express train had to pass the slower market train. The latter was shunted on to a siding to let the former go by, but as it did not arrive the market train proceeded again. Near Rawmarsh station the train slackened, and then there was a great deal of whistling, and after a violent jerk, it came to a stop altogether. One of the passengers looked out, and cried out "Good God! we shall all be killed, the train has divided and we are left behind." The latter part of his statement was true, though fortunately the prediction was not true, inasmuch as no one was injured but the plaintiff. All the persons in the carriage that had been thus deserted by the rest of the train hastily descended, and the plaintiff, unfortunately, in the hurry of the moment, slipped in getting down, fell, striking the lower part of his back on the step, and rolled down an embankment, thus sustaining severe injuries to the spine. It appeared that there had been an accident by the express running into this market train some time before, which would be known to the plaintiff, and might cause him to get out with more precipitation. It appeared that the express was not in sight, but it was overdue at the time. The court seemed doubtful whether there was any cause of action; it was admitted that the question was, whether the plaintiff had acted in a reasonably prudent manner by descending as he did, and that that question depended on whether he had sufficient reason for thinking the express near at hand under the circumstances; as before-mentioned, however, they thought enough had been stated to show the case ought to be discussed.

On Thursday the 23rd, a curious point of law arose with relation to the measure of damages in the case of *Wright v. Chappell and another*. It appeared that the defendants had carried on a business as music and musical instrument sellers, under the firm of Cramer and Co. at Brighton. This business, and the premises where it was carried on, they assigned to the plaintiff, covenanting with him that they would not thereafter carry on the same business within forty miles of Brighton, or do any act whereby the business should be prejudiced either in plaintiff's hands or those of his assigns. Some time after plaintiff assigned the goodwill of his business as carried on by the defendant's former premises and elsewhere, to the firm of Hawkins and Potts. By the articles of agreement between plaintiff and Hawkins and Potts, the former agreed not to carry on the busi-

ness within fifty miles of Brighton, and also to execute all proper deeds, &c., which might be necessary to carry out the articles. There was no assignment in terms of the benefit of the defendants' covenant to Hawkins and Potts. Subsequently one of the defendants became a shareholder and director in a company which was incorporated to carry on a business which defendants had formerly carried on in London. This company set up a business in Brighton under the style of Cramer and Co. (Limited). The plaintiff thereupon brought an action for breach of covenant against defendants, as was alleged, as a trustee for Hawkins and Potts. The case was tried before the Chief Baron, and a verdict entered for nominal damages with leave to move to increase them to the damages found by the jury, viz., 250*l*. It was now urged by Mr. Prentice, Q.C., Mr. W. G. Harrison, and Mr. Hume Williams, for the defendants, that the plaintiff could only recover nominal damages inasmuch as he had personally sustained no damage at all, and was not, there being no assignment of the covenant, a trustee for Hawkins and Potts. Mr. Grantham, in the absence of Mr. Brown, Q.C., his leader, contended that plaintiff was a trustee for Hawkins and Potts of the covenant, and as such entitled to recover the damages the latter had sustained. He contended that the first deed clearly contemplated the protection of assigns, and the subsequent agreement being for the sale of the goodwill of the business as carried on by the plaintiff included the business of defendants, and the protection under which plaintiff carried it on, and moreover that as the latter agreement stipulated that all necessary deeds should be executed that would entitle Hawkins and Potts in equity to an assignment of the benefit of the covenant, and so equity would make plaintiff a trustee of the damages on the principle that equity considers *id factum esse quod fieri debet*. Mr. Brown, Q.C., then appearing, proposed to argue further on the same side, but was stopped by Chief Baron Kelly, who stated that although he continued of the same opinion as he was at the trial, his learned brethren Barons Martin and Cleasby differing from him, the decision of the court would be for the plaintiff.

In the case of *Isitt v. Beeston* the court approved of and followed a *Nisi Prius* decision of Lord Tenterden, in the case of *Cotton v. James*, 1 Moo. & Malk. 273. That case cannot exactly be considered a binding authority on the Court in banc, inasmuch as, although those very learned judges, Littledale and Parke, intimated their concurrence with Chief Justice Tenterden, when the case went to the court above it there ultimately turned on another point. For this reason the present decision of the Court of Exchequer is of some importance. The question was this: The 67th section of the Bankrupt Law Consolidation Act enacts that a fraudulent gift, delivery, or transfer of his goods by a bankrupt, to defeat or delay his creditors, shall be deemed an act of bankruptcy. In *Cotton v. James*, Lord Tenterden held that the word "delivery," taken in its collocation with the words "gift" and "transfer," must mean a delivery with intent to pass some title to or interest in the goods delivered. In the present case the goods had been delivered to a store warehouseman early one morning, and the bankrupt then absconded. The assignee brought an action against the warehouseman, who pleaded that he held the goods as a pledge. It appeared that this was so, he having, subsequently to this delivery, advanced money to the bankrupt on the goods. The whole question, therefore, was, whether the delivery was an act of bankruptcy, it being admitted that if it was not the subsequent advance was valid, and the defendant entitled to hold the goods. The court held, that the delivery not being at the time it was made intended to pass any interest, was no act of bankruptcy, and therefore defendant must succeed.

On Saturday, in the case of *Mosses v. Dewhurst*, various points of interest arose. It appeared that the action was brought against colliery proprietors, under Lord Campbell's Act, to recover damages for the death of a man who was killed on a siding running from the colliery to a railway. The siding belonged to the colliery company, and was not constructed under any statutory powers; it crossed a highway on a level, and appeared to have been so constructed with the consent of the highway authorities. It appeared that on the day in question deceased was riding a horse, and had occasion to cross at the level crossing. At that time a train of coal waggons was being backed at the rate of four miles an hour across the highway. The case for the plaintiff was that the horse was startled by a puff of steam, and, rushing across the rails, was caught by the train. The case on the other side was that the deceased deliberately endeavoured to cross before the train. The jury found in plaintiff's favour. It was contended for defendants that there was no evidence of negligence, and a rule was obtained to set the verdict aside on that ground, and also on the ground that it was against the weight of evidence on the ques-

tion of contributory negligence. On showing cause it was attempted to be argued that drawing trucks on a tramway crossing the highway on a level was itself illegal and a nuisance in the absence of statutory authority, and that the highway authority could give no authority to do it: (*Reg. v. Train*, 31 L. J. 169, M. C.) Baron Bramwell expressed strong doubts whether this were so. In *Reg. v. Train* the tramway was found a nuisance in fact, but why should a string of coal waggons going at the moderate pace of four miles an hour in a colliery district across the highway be more of a nuisance than a string of brewers' drays crossing from premises on one side of a street to another in London, or dung carts crossing from a close on one side of the road to another on the opposite side. This point, however, it was not ultimately necessary to decide, inasmuch as it appeared that by the General Highway Act (5 & 6 Will. 4, c. 50), s. 71, it is provided that, whenever a railway crosses a highway on a level, the proprietors shall keep gates and persons to watch them. This, it appeared, the defendants had not done, and the court thereupon, thought they could not say there was no evidence of negligence, inasmuch as if there had been gates the horse might have been stopped if running away. They thought, however, the verdict was against evidence with respect to the question of contributory negligence, and that there must therefore be a new trial.

In the case of *Dixon and others v. Wrench*, the plaintiffs had obtained a judgment against the defendant for 281*l*. odd in Dec. 1867, and on the 10th March 1868, an application was made at chambers, on summons, to Mr. Justice Willes for an order charging a number of preference shares in the Stockton and Darlington Railway standing in the name of Matilda Wrench (deceased), and also for an order charging a certain sum of stock, amounting to 233*l*. 4*s*. 10*d*. in the Three per Cent. Reduced Annuities, standing in the joint names of G. Hillhouse and Matilda Wrench (deceased), which orders the learned judge made. The defendant, it appeared, was interested in the stock and shares in question, under the will of Matilda Wrench, dated 3rd Feb. 1865, whereby she gave, assigned, and disposed to and in favour of W. Wynne and G. W. Skyring, or the survivor of them as trustees, all and sundry lands and the whole estate and effects of the said testatrix, on trust, in the first place for the payment of debts, funeral and testamentary expenses; secondly, for the payment of certain specific legacies; and, with regard to the residue and remainder of her estate and effects, upon trust to pay, assign, and dispose of the same equally between the defendant and two other persons when they should attain the age of 21 years respectively. And by the said will the trustees were directed to pay or invest as thereinbefore directed the legacies thereby bequeathed so soon after the decease of the said testatrix as her estate could be judiciously converted into cash; and, in any event, that that should be done not later than twelve months after her death. The testatrix died on the 1st Oct. 1866, being at that date absolutely entitled to the shares and stock in question. Wrench, the defendant mortgaged his share and interest therein to one Banks; and on the 10th April 1867 Wrench and Banks filed a bill in equity against the surviving trustee of Matilda Wrench's will for the administration of her estate; and a decree in the suit directing the usual inquiries to be made, and that the personal estate not specifically bequeathed should be applied in payment of debts and funeral expenses in due course of administration, was made on the 27th July following. Subsequently the plaintiffs recovered the above-mentioned judgment in this action and obtained the above orders, by which the course of administration was impeded and the trustee was rendered unable to deal with the stock and shares in question. Thereupon an order was made by Vice-Chancellor Malins directing an application to be made to the Court of Exchequer, in pursuance of which a rule was obtained by Mr. Day in Michaelmas Term last to set aside the above-mentioned charging orders of Mr. Justice Willes, and it was argued in Hilary Term last by Mr. MacIntyre, who showed cause against it for the plaintiffs, and Mr. Day who supported it for the defendants. The court, however, after having looked into the will of Matilda Wrench, desired to have the case argued again, and accordingly it now came on for a second argument. Mr. MacIntyre for the plaintiffs showing cause and contending that the defendant had a sufficient interest to justify the making of the orders and the court in confirming them. The case of *Cragg v. Taylor* (15 L. T. Rep. N. S. 584; 36 L. J. 63, Ex.; L. Rep. 2 Ex. 131), was at one with the present case, and an authority for the plaintiffs. The defendant's interest here, though contingent and remote was attachable under the statute. Mr. Day for the defendant supported his rule, and distinguished the case from that of *Cragg v. Taylor*. In that case the defendant had an interest though contingent in the property itself, but here he had no interest

in the specific property. The court (Chief Baron Kelly, and Barons Bramwell and Cleasby) were of opinion that the present case was quite distinguishable from the case cited on the ground mentioned by Mr. Day, and that the stock and shares in question were not an "interest which was chargeable under either 1 & 2 Vict. c. 110, s. 14, or 3 & 4 Vict. c. 82, s. 1, and they therefore made the defendant's rule absolute.

In *Baker v. Astley*, a nice question as to the authority of a wife to bind her husband arose under the following circumstances:—The defendant and his wife had been tenants of a house or lodgings at Brighton, at a rent of 10 guineas a week. The husband left, and the wife continued on in possession. Being pressed by the landlord for the rent, she wrote to the plaintiff, a house agent, the following letter: "Mr. Baker,—I hope you understand I have a private fortune of my own, nothing to do with Mr. Astley. I promise to pay you the rent if you will advance it to Mr. D. (the landlord). "I can pay you in July, if you will settle with Mr. D. Can you do this for me? I know I can rely on you to relieve me and help me." (Signed) "Mrs. Astley." Thereupon the plaintiff paid some 70l. odd. The husband (the defendant) had previously to such payment been made a bankrupt. The plaintiff sued the husband to recover the amount so paid, and as evidence of a confirmation by him of the wife's letter, he proved that he subsequently met the defendant, who said, "I am very sorry I have not been able to pay you, but I have not yet had the money to do so." At the trial before Baron Pigott, at Guildhall, in February last, the plaintiff had a verdict, and now, Mr. Archibald, for the defendant, moved pursuant to leave reserved for a rule to enter the verdict for the defendant, or to reduce the verdict by the sum of 10 guineas (being for the week during which the wife occupied the house after her husband had left), on the ground that the act of the wife did not bind her husband; and the court, (Chief Baron Kelly, and Barons Bramwell, Pigott, and Cleasby), granted a rule to show cause.

In *Pullen v. Williams* a rule was applied for by Mr. Gibbons on the part of the plaintiff to set aside the verdict found for the defendant at the trial, and to enter it for the plaintiff for an agreed sum of four guineas. It was an action of replevin, and the question was as to the defendant's right to distrain. The plaintiff had entered into possession of the premises under an agreement which it was conceded and admitted by both parties in itself gave no right of distress, and so it became necessary to give evidence of a tenancy. By the agreement a lease for twenty-one years from Christmas 1867, was to be prepared; the rent was to be 100l. a year, commencing on the 25th March 1868, and was to contain the usual covenants. Nothing was said in the agreement as to when the rent was to be paid. The plaintiff went in under that agreement, and after occupying for half a year was called on to pay rent, whereupon he wrote a letter to the following effect: "Under the copy of the agreement which I hold, the rent is payable yearly, and so no rent would accrue till 25th next March, on which day I will take care a cheque is sent for the amount." In November a distress was put in for the half year's rent to Michaelmas, and the above letter was relied on as evidence of a new agreement, under which the defendant was entitled to distrain. Mr. Gibbons, in moving for the above rule, cited the case of *Regan v. Porter*, in 7 Bing. 451, and contended it was clear that it could only be by treating the letter as evidence of a new agreement that there was any right to distrain in the present instance, but the letter was not, he contended, either a new agreement or anything from which such a new agreement could be implied—it was a proposal merely to pay rent which was not accepted by the other side. It was not agreed to, but if it were, on if it were evidence of anything but a proposal, it was to pay rent on the 25th March 1869, and there was no right to distrain till that period arrived. The court (Chief Baron Kelly, and Barons Bramwell and Cleasby) were of opinion that the effect of the plaintiff's letter was an admission by him that he was tenant from year to year, at a rent payable according to the provisions of the lease which was thereafter to be executed, and they accordingly refused to grant a rule.

ESTATE AND INVESTMENT JOURNAL.

STOCK AND SHARE MARKET.

THERE has been a slight advance in all securities with an improving tendency; and the continued rise in the Paris Bourse indicates that confidence is felt in the maintenance of tranquillity on the Continent. Ugly rumours from America sent prices back last week; but more recent reports much modify them, and confidence has returned.

The following are the fluctuations of the week:

ENGLISH FUNDS.	Fri.	Sat.	Mon.	Tues.	Wed.	Thu.
Bank of England Stock	239	241	...	241	241	241
3 7/8 Cent. Red. Ann. ...	91	91	91	91	92	92
3 7/8 Cent. Cons. Ann. ...	93	93	93	93	92	93
New 2 1/2 Cent. Ann. ...	...	...	...	...	...	...
Do. do. Jan. 1894.	...	...	...	...	...	...
New 3 7/8 Cent. Ann. ...	91	91	92	92	92	92
5 7/8 Cent. Annuities ...	...	...	...	...	...	...
5 7/8 Cent. Jan. 1873.	...	...	...	...	...	...
Ann. 30 years exp.	...	...	...	...	...	...
April 5, 1885	...	...	...	...	...	...
Do. exp. Jan. 5, 1880	...	...	...	...	...	...
Do. exp. July 1880	...	114	114	...	...	...
Rad Sea Tele. Ann. 1908	...	...	...	...	20	...
Consols, for Acc. ...	...	...	93	93	93	...
India 5 7/8 Cent. for Acc.	...	...	...	...	...	...
Do. 5 7/8 Cents. July 1880	114	...	...	115	114	...
India Stock, July 1880	...	...	...	...	...	...
India Stock, 1874	212	...	...	210	211	...
India 5 7/8 Cent.	...	...	...	...	...	...
India 4 7/8 Cents. 1888	100	100	100	100	...	...
India 5 7/8 Cent. 1870	...	...	...	...	...	...
India Bonds (1000l.)	106	136	136	148	...	144
Do. (under 1000l.)	124	...	...	...	...	...
Ex. Bills, 1000l.	...	...	84	...	...	...
Do. 500l.	...	...	...	...	...	...
Do. 100l. and 200l.	...	...	...	...	...	...
3 7/8 Cent.	...	...	...	...	...	...

a 2 1/2 and 2 3/4 per cent., 3s.	c 2 1/2 and 2 3/4 per cent., 7s.
premium.	premium.
b Premium.	d 2 1/2 and 2 3/4 per cent., 2s.
	premium.

PUBLIC COMPANIES.

RAILWAY COMPANIES.

Cape.—A dividend at the rate of 4 per cent. per annum.
Carlisle and Silloth Bay.—A dividend at the rate of 1 1/2 per cent. per annum on the preference shares.
South Australian, Lombard-Venetian, and Central Italian.—A dividend of 33 francs has been decided upon for the year 1868; 20 francs were paid in November.
West Flanders.—A dividend of 5s. 6d. per share.

BANKS.

Chartered of India, Australia, and China.—A dividend at 6 per cent. per annum.
Oriental.—A dividend at the rate of 12 per cent. per annum declared.
Standard of British South Africa.—A dividend for the half-year of 10s. per share on the shares with 25l. paid, and of 4s. per share on the shares with 10l. paid.

FINANCE, CREDIT, AND DISCOUNT COMPANY.

Australian Mortgage, Land, and Finance.—A dividend at the rate of 10 per cent.

ASSURANCE COMPANY.

At the annual general meeting of the London and Provincial Law Assurance Society, held on Saturday the 17th ult., the report of the directors was read. It stated that the new policies issued were 220 in number, assuring 306,625l., and producing in new premiums the sum of 10,067l. 19s. 9d. The total premiums received in the year were 77,237l. 9s. 6d., and the income from all sources amounted to 97,937l. 12s. 1d. The charges of management 3478l. 12s. 7d., have, notwithstanding the increased business, scarcely exceeded those of 1867. The assets of the society amounted to 405,183l. 14s. 9d., and the average rate of interest at which they were invested, on the 31st Dec., was 4 1/4 per cent. This calculation excludes the sum which represents the value of the society's house, but estimates the amount invested in the purchase of reversions as producing 5 per cent. The increase in the assets during the year exceeded 50,000l., being more than half the total income. Adding to the above sum the amount of premiums which were actually due at the closing of the account, and which were paid before the expiration of the usual days of grace, viz., 5426l. 3s. 8d., the assets exceeded half a million sterling. The exact figures being 500,600l. 18s. 5d.

MISCELLANEOUS COMPANIES.

Bahia Gas.—A dividend at the rate of 3 per cent. per annum.
City of Moscow Gas (Limited).—Creditors' claims must be forwarded to the liquidators by the 1st June.
Clarence Hotel of Dover (Limited).—Mr. F. B. Smart is appointed official liquidator.
Rio de Janeiro Gas.—A dividend at the rate of 10 per cent. per annum declared.
Seaford Pier.—Mr. Arthur Cooper, of Cooper Brothers, official liquidator.
Singapore Gas.—A dividend at the rate of 7 1/2 per cent. per annum.

MINING COMPANIES.

Great Bethos Llanthwit Colliery (Limited).—Capital 60,000l. in 5l. shares. The company is to work coal deposits near Bridgend, Glamorganshire.
Great North Rock Lead Mining (Limited).—Capital 75,000l. in 5l. shares. Object: to acquire

and develop the Clegir Mawr mine in North Wales. The lease has about thirty-four years to run, and the property is satisfactorily reported on.

Orinoco Gold Mining (Limited).—Capital 150,000l. in 2l. shares. The object is to work gold fields in Venezuela, and the purchase price of the concession is in paid-up shares, upon which the dividend is deferred, until 10 per cent. has been annually paid to the other proprietors.

Port Philip and Colonial.—A distribution of 1s. per share has been declared on account.

REPORTS OF SALES.

(NOTE.—The reports of the Estate Exchange are officially supplied in the following list. Auctioneers whose names are registered there will oblige by reports of their own sales.)

Friday, April 23.

By Messrs. E. and H. LYNLEY, at the Guildhall Coffee House.
Leasehold premises known as the Battersea Soap Works, Battersea, together with plant, &c., term 80 years from 1865, at 80l. per annum—sold for 500l.
Leasehold premises, No. 121, Regent-street, term 54 years unexpired, at 247l. 15s. 3d. per annum—sold for 142,000l.

Monday, April 26.

By Mr. WHITTINGHAM, at the Mart.
Freehold building land, situate at Hadley, Middlesex, lot 20—sold for 100l.
Freehold residence, situate in Summerhill-road, West-green, Tottenham—sold for 380l.
Freehold residence, situate as above—sold for 390l.

Tuesday, April 27.

By Messrs. DEBENHAM, TEWSON, and FARMER, at the Mart.
Freehold estate, known as Leigh Marsh, Essex, comprising about 318a. 6r. 17p. of grassland; also some oyster beds, cottage, &c.—sold for 5700l.
Freehold, 2r. 10p. of land, situate at Bromley, Kent—sold for 280l.
Freehold, 2r. 10p. of land, situate at Bromley, Kent—sold for 280l.
Freehold, 2a. 1r. 18p. of land, situate in the Staines-road, Ashford, Middlesex—sold for 670l.

By Messrs. BROAD, PRITCHARD, and WILTSHIRE.
Leasehold, two residences, Nos. 17 and 19, Mayland-road, New-road, Hammersmith, term 80 years from 1864, at 6l. each per annum—sold for 700l.
Leasehold, house and shop, No. 2, Great Earl-street, Seven Dials, annual value 25l. per annum, term 1939 years from 1794, at 3l. per annum—sold for 255l.
Leasehold house, No. 4, Great Earl-street, term and ground-rent similar to above—sold for 400l.

By Messrs. E. FOX and BOTFIELD, at the Mart.
Copyhold residence with stable and gardens, situate at Finchley-common, and known as Colbrook-villa, also a freehold orchard and paddock fronting the main road—sold for 1200l.
Leasehold cottage and villa with stable, situate as above and known Holly-cottage, let on lease at 42l. per annum, term 96 years unexpired, at 21l. 10s. per annum—sold for 260l.
Copyhold five residences, Nos. 1 to 5, Lonsdale-cottages, Finchley—sold for 815l.
Leasehold house and shop, with stable, No. 120, Edgeware-road, let on lease at 120l. per annum, term 64 years unexpired, at 8l. 2s. per annum—sold for 2120l.
Leasehold improved ground-rent of 5l. per annum (for 37 years, arising from 40 and 41, Nightingale-street, Lisson Grove)—sold for 36l.

LEGISLATION AND JURISPRUDENCE.

HOUSE OF COMMONS.

COUNTY TREASURERS.

Mr. ROUNDEL asked the Under-Secretary of State for the Home Department when the abstract of accounts of county treasurers for the past year would be laid upon the table of the House.—Mr. KNATCHBULL-HUGHESSEN said there had been some delay in certain counties forwarding their accounts; but all the counties had now sent them with the exception of Anglesea, and he hoped the abstract would be laid on the table on an early day.

BANKRUPTCY BILL.

The House went into committee on this Bill, when certain amendments were inserted, and the Chairman was ordered to report it, and the House resumed.

IMPRISONMENT FOR DEBT BILL.

This Bill passed through committee with amendments.

GRAVESEND COUNTY COURT.

Sir C. WINGFIELD asked the Secretary of State for the Home Department when it was intended to commence the construction of the county court-house at Gravesend, as the site for this building was purchased two years ago.—Mr. AYRTON said a sum was placed in the estimates of the present year for this building, and if it were voted by the House the building would be commenced at once.

EVIDENCE AMENDMENT BILL.

Mr. DENMAN, in moving the second reading of this Bill, admitted that, in the course of the last twenty years, the Legislature had done much to remove anomalies in the law of evidence; but he nevertheless contended that the law, even as now improved, was still mischievous, irrational, and absurd. Much testimony was still excluded which might in every case be fairly admitted, and taken for what it was worth. For instance, in suits or proceedings instituted on account of adultery, the husband and wife are excluded from giving evidence; but, since the establishment of the Divorce Court, cases have arisen in which, because of the form of the suit, the husband or wife, as it

may be, is allowed to give evidence of the adultery. So anomalous a state of things ought not to be allowed to continue. The present Judge Ordinary, Lord Penzance, repeatedly expressed himself to that effect, and the Bill, as drawn, under which the parties to the marriage made admissible as witnesses in all suits in the court had met with his Lordship's approval. Again, in actions for breach of promise the parties are excluded, while in an action for seduction, and in cases of affiliation, the woman is competent to enter the witness-box and give evidence. He therefore proposed to make the parties in actions for breach of promise admissible as witnesses, and in criminal cases to allow husband and wife to give evidence for or against each other, but not to be compelled to disclose the communications which may pass between them during the marriage. That was the first object of the Bill; its second would probably encounter more serious objection. At present, before witnesses could be examined they had to take an oath or make an affirmation under certain terms; but there were many cases in which persons could not say that it was contrary to their religious belief to take an oath, and who yet had a conscientious objection to it; and there were others who did not believe in the doctrine of future reward and punishment. In both these cases the evidence of such witnesses was excluded; and thus it happened that the conscientious and honest man was distrusted, while the dishonest man, who was troubled with no scruple, was allowed to enter the witness-box and be examined in the case. As to the second class of witnesses, a singular instance had fallen within his own professional experience. It was his duty, some years ago, to prosecute a soldier at Maidstone for the barbarous murder of two young girls, of the ages of sixteen and eighteen. They were found weltering in their blood by a baker, who came up immediately after the murder, and saw the murderer walking away from the spot. He was therefore the best witness to identify. He was accordingly called, for the purpose; but when questioned as to his religious belief, he at once admitted that he did not believe in future reward and punishment, and his evidence, though he was in every way a respectable man, was, in consequence, excluded. The bill, therefore, proposed to make all testimony admissible without the sanction of an oath or affirmation, and to allow the judge or jury, as the case may be, to decide on its trustworthiness. He did not want to abolish oaths by the Bill. His object was to put an end to inquiries as to the religious belief of witnesses, and that when parties objected to taking an oath a form of affirmation should be presented to them, to which he would attach the penalty of perjury. He should reserve any further observations until he heard the arguments that were to be urged against the Bill.—**MR. S. HILL**, in moving that the Bill be read the second time that day six months, observed that his objections to the Bill referred principally to those clauses which released witnesses from the responsibility of swearing under the high and solemn sanction of an oath. He also objected to the Bill because it seemed to him not to be the right way of dealing with the subject. In his opinion there was only one way of doing so, and that was by embodying in one measure all the statutory enactments relating to oaths and the law of evidence. If the House was prepared to change the law so as to allow prisoners to be examined as witnesses, he thought there should be a fuller inquiry before so important a step was taken. There was a wide distinction between admitting as witnesses the respondent and co-respondent in divorce cases and examining parties in civil cases; and, if this were so, what was the use of making parties to the suit compellable to give evidence? The ground for doing so was to elicit the truth; but he thought it would tend to degrade the law of evidence, and render the testimony of witnesses less weighty and reliable. The hon. and learned gentleman having touched upon some of the clauses which appeared to him to be most objectionable, concluded by moving the rejection of the Bill.—**MR. WHEELHOUSE** thought it most undesirable that persons, if competent as witnesses, should be compellable to give evidence.—**THE ATTORNEY-GENERAL** said there had been a time when parties supposed to be interested in a case were debarred from giving evidence, but they did away with that when the late Lord Denman introduced an Act admitting interested parties as witnesses. He thought they might go further, and leave to the judge and jury to sift the truth of the evidence by cross-examination, instead of making the law declare such evidence to be inadmissible. (Hear, hear.) Upon the whole, then, he was in favour of the principle of the Bill, and he owned it did not appear to him that the hon. and learned gentleman opposite showed sufficient reasons for opposing the second reading.—**MR. LOPES** felt bound to give his cordial support to the Bill of the hon. and learned member for Tiverton, and thought it would form a most valuable addition to the Act of 1851.—**MR. SERJEANT DOWSE** supported the

Bill, and related some of his forensic experience in order to show the great importance of the change which it proposed to make in the law of evidence. Many cases which now baffled judges and juries might be settled in a few minutes by allowing the parties themselves to be examined as witnesses.—**MR. V. HARCOURT** said that all the arguments used in favour of the Bill went to the full extent of examining and cross-examining a prisoner on his trial. Persons accused of adultery have been exempted from giving evidence, because it is thought that a case of this kind has a closer analogy to a criminal than to a civil proceeding. It is, no doubt, a matter for grave consideration whether a prisoner shall not be allowed to give evidence; but that is not the question now, and whenever any legislation takes place with respect to it, it will require most careful and deliberate consideration.—**MR. AMPHLETT** was in favour of this Bill, although he admitted that, if it passed, it would be necessary to go much further. For his own part, he could see no reason why a prisoner should not be allowed to give evidence on his own behalf. It is said that a guilty man may commit perjury in order to save himself; but he did not think we ought for this reason to deprive an innocent man of the advantage of giving evidence which may lead to his acquittal.—**MR. DENMAN** having briefly replied.—The amendment was negatived, and the Bill was read a second time.

SOLICITORS' JOURNAL.

NOTES OF NEW DECISIONS.

RESTITUTION SUIT—PROCEEDINGS IN FORMER SUIT—PLEADING.—In a wife's petition for restitution of conjugal rights the husband's answer alleged all the circumstances, and the evidence in a former suit for judicial separation, on the ground of his wife's cruelty. It also alleged that the husband allowed his wife 200*l.* a year to live separately from him, and it set out at great length a series of subsequent acts tending to show his wife's insanity. The court on motion to reform the answer, directed all the particulars of the cruelty and the former suit to be struck out, and the fact of the suit simply to be pleaded. It also struck out the allegation of the allowance; and, as to the insanity, directed that only such facts should be pleaded as tended to show that it was unsafe for the husband to live with his wife: (*Radford v. Radford*, 20 L. T. Rep. N. S. 279. Div. & M.)

DISSOLUTION SUIT—CRUELTY AND ADULTERY—CONDONATION—PERMISSION TO CALL FRESH EVIDENCE REFUSED.—In a wife's suit for dissolution, the evidence of cruelty was limited to two or three isolated acts of violence very slight in their character, which had been condoned by a cohabitation of nearly a year after the acts alleged. The evidence of the adultery charged with a servant girl, was that the husband had been seen to kiss her once, and that a neighbour had heard noises at night in the servant's room. On the other side a witness who had lived in the same house some time stated that the respondent and the servant always slept in their own rooms. The court held the adultery to be not proved, and the cruelty, therefore, to be condoned. The court refused to hear further evidence offered at the close of the case of cruelty subsequent to the latest act alleged in the petition, and which the petitioner in her evidence had sworn to be the last committed: (*Topper v. Topper*, 20 L. T. Rep. N. S. 279. Div. & M.)

HEARING IN CAMERA.—The power of the court to hear cases *in camera* being derived from the Ecclesiastical Courts through the 22nd section of the Divorce Act, does not apply to the dissolution of marriage. The court, therefore, ordered a wife's petition for dissolution on the ground of her husband's sodomy, to be heard in open court, though parties were willing that it should be heard in private: (*C. v. C.*, 20 L. T. Rep. N. S. 280. Div. & M.)

ALIMONY WIFE'S INCOME.—In allotting a permanent alimony in cases of judicial separation the court is bound to follow the principles of the ecclesiastical courts: (*Haigh v. Haigh*, 20 L. T. Rep. N. S. 281. Div. & M.)

LIABILITY OF SOLICITORS—SOLICITORS ACTING AS TRUSTEES.—Lord D. wishing in the year 1864 to have professional advice and assistance in arranging with various creditors as against his father's estate, to whom he was sole executor, and also with reference to his own affairs, was introduced to a firm of solicitors (A. B. and C.) to carry out various special arrangements, and the general settlement of his affairs. B. was the

partner to whom the more active part in the business was allotted. Lord D. was recommended by them to execute certain trust-deeds with a view of facilitating these arrangements, of which A. and B. were the trustees. These deeds contained the usual powers of attorney. On Lord D. leaving this country for the Brazils in 1865, he executed a very full power of attorney, appointing Lady D. and B. his attorneys to receive moneys, settle accounts, and do all necessary acts during his absence. He remitted from the Brazils a bill for 5000*l.* odd payable to the joint order of Lady D. and B. Lady D. indorsed this bill to B., who received the proceeds. B. subsequently absconded from this country, having misappropriated a considerable portion of the plaintiff's moneys. The firm had charged in their general bill of costs for all the transactions and business done for the plaintiff, either as trustees under the deed of trust, or for negotiating the bill for 5000*l.*, and for all the attendances, &c. &c. of their partner B. On bill filed by Lord D. for discovery, and an account seeking to make all three partners in the firm liable for the moneys due to him: Held, that all the three partners were equally liable to account for the general moneys received by them, or either of them, and the usual accounts against them directed. A separate account directed as to those transactions in which the two partners were the trustees of the deed: (*Dundonald v. Masterman and others*, 20 L. T. Rep. N. S. 271. V. C. J.)

INTESTACY—GRANT AD COLLIGENDA BONA TO A CREDITOR.—The estate of an intestate consisted chiefly of a number of small debts. It was important that they should be collected at once, and that the deceased's business should be carried on without interruption. The next of kin resident in this country renounced administration, and the court made a grant *ad colligenda* to a creditor, but ordered the next of kin abroad to be cited, and the debts collected to be paid into the registry: (*In the goods of Stewart* 20 L. T. Rep. N. S. 279. Prob.)

PORTSMOUTH COUNTY COURT.

Tuesday, April 27.
(Before C. J. GALE, Esq., Judge.)
COUSINS v. WHEELER.
Action by a solicitor.

Wallis appeared for the plaintiff.
Field for the defendant.

From the plaintiff's statement it appeared that the account was for law costs and payments, the chief portion of which related to the conveyance to the defendant of some property at Brighton. The reasonableness of the charges was not disputed. The defence was, that Mr. Wheeler had, in March last, executed a deed of composition for the benefit of his creditors, which had been assented to by the necessary proportion of such creditors.

Field produced the deed and the protection under the Bankruptcy Act in support of the defence. Wallis said that Mr. Cousins would have accepted the composition with the other creditors, had he not considered that Mr. Wheeler had acted fraudulently towards him. He therefore declined to be bound by Mr. Wheeler's arrangement with his other creditors. He quoted the case of *Bramble v. Moss*, L. Rep. 3 C. P. 458; 18 L. T. Rep. N. S. 241, to show that the affidavit and accounts filed, with the deed or office copies of them, and the *Gazette* and other particulars must be produced. He also contended that by the Bankruptcy Amendment Act 1868, the defendant's attorney should have produced the list and statement required to be filed, or office copies, and the original assents of the creditors and their proofs, or office copies, with the local daily paper containing the advertisement required by the General Orders to be inserted in it. He also made several other objections.

His Honour ruled that Mr. Wallis's objections were fatal, and said that Mr. Field could appeal against his decision if he pleased.

Judgment for the plaintiff, with costs on the higher scale, to be paid in a week.

Field applied for stay of execution to give time to appeal, but his Honour refused the application.

ADMISSION OF SOLICITORS.

Easter Term 1869.

The Master of the Rolls has appointed Saturday, the 8th May 1869, at the Rolls Court, Chancery-lane, at half-past two o'clock in the afternoon, for swearing-in solicitors.

Every person desirous of being sworn in on the above day must leave his common law admission, or his certificate of practice for the current year, at the secretary's office, Rolls-yard, Chancery-lane, on or before Friday, the 7th May 1869.

N.B. The papers of those gentlemen who cannot

be admitted at common law till the last day of term, will be received at the secretary's office up to twelve o'clock at noon on that day, after which time no papers can be received.

HEIR-AT-LAW AND NEXT OF KIN.

ECKFORD (Robert), Jersey. heir-at-law to come in by Nov. 4. Dec. 3; V.C.J., at twelve.

CREDITORS UNDER ESTATES IN CHANCERY. LAST DAY OF PROOF.

BATTYE (George), Brown-hill, Cartworth, Kirkburton. May 19; W. Armistage, solicitor, Holmfirth. May 31; V.C.S., at one.
BIRCH (George), Halses Owen, Worcester. May 12; J. Smallwood, solicitor, Birmingham. May 25; V.C.M., at twelve.
BIRDSEY (William), Goodge-street, Tottenham-court-road. May 31; Morten and Meadows, solicitors, 2, Bond-court, Wall oak; June 7; V.C.S., at twelve.
BOWMAN (Joseph), Micklethorp-street. May 13; Van Sandan and Co., solicitors, 13, King-street, Cheapside. May 24; V.C.S., at one.
BRIDGE (A.C.), Middle Temple, London. May 28; Messrs. Paterson, Snow, and Co., solicitors, 40, Chancery-lane. June 11; V.C.S., at twelve.
BROCAS (Bernard), Beauparc, Hants. May 21; Messrs. Brandon, solicitors, 15, Essex-street, Strand. May 28; M.R., at eleven.
CAPPIER (Chas.), Upton, Westham, Essex. June 16; F.H. Taylor, solicitor, 159, Fenchurch-street, E.C. July 9; V.C.J., at one.
DOVETON (V.), 5, Sussex-square, Hyde-park. May 24; H.S. Russell, solicitor, 1 and 2, Mitre-court-chambers, Temple. May 31; M.R., at eleven.
FREEMAN (Edith), Long Buckley, Northampton. May 22; C. Britten, solicitor, Northampton. June 3; V.C.M., at twelve.
HANDLEY (Samson), Cotton Mills, Stafford. May 19; C. Adderley, solicitor, Longton. June 3; M.R., at eleven.
LITTLE (W.J.), Anderton-house, Maker, Cornwall. May 19; Sole, Turner, and Co., solicitors, 68, Aldermanbury. May 27; V.C.M., at twelve.
MINNELL (Edward), Wolferton, Norfolk. May 24; J. Nurse, solicitor, Lynn. June 4; V.C.J., at twelve.
PERRIN (John), 85, Strand. May 19; J.B.C. Huxham, solicitor, 4, Hare-court, Temple. May 27; V.C.M., at twelve.
SPICKETT (William), 127, Stow-hill, Newport Mon. May 20; R. J. Cathcart, solicitor, Newport. June 3; M.R., at eleven.

CREDITORS UNDER 22 & 23 VICT. C. 35.

Last day of Claim, and to whom Particulars to be sent.

ATTWOOD (Edward M.), South-square, Gray's-inn. May 15; C. Wilkin, solicitor, 10, Tokenhouse-yard.
BAX (Henry B.), Charlton, Kent. June 24; Comyns and Berkeley, solicitors, 6, South-square, Gray's-inn.
BELL (Chas. M. P.), Terrace-house, Richmond, Surrey. May 31; W. and H. P. Sharp, solicitors, 92, Gresham-house, Old Broad-street.
BILLING (J.C.), Devonport. May 15; Gresh and Gill, solicitor, 3, St. Aubyn-street, Devonport.
BOOTH (George), Gorton, Lancaster. June 1; Messrs. Potter and Knight, solicitors, 88, Morley-street, Manchester.
BRISTY (Wm.), Marston, Bedford. May 1; W. Browne, solicitor, Bank-chambers, Nottingham.
COLE (Thos. H.), The Green, Wick and Abson, Gloucester. July 1; Gill and Bush, solicitors, 3, Miles-buildings, Bath.
EDWARDS (William), Calthorpe-street, Edgbaston, Warwick. May 29; Alcock and Millward, solicitors, 5, Union-street, Birmingham.
EDWARDS (Geo. N.), 29, Finsbury-square. June 15; Brooks and Co., solicitors, 7, Goddard-street, Doctors'-commons.
FORTESCUE (Hon. and Rev. John), Poltimore, Devon. June 19; H. and B. J. Ford, solicitors, 23, Southernhay, Exeter.
GREEN (Elizabeth), North-crescent, Hertford. June 24; E. R. Spence, solicitor, Hertford.
HARE (William O.), 28, Berkeley-square, Bristol. June 1; J. D. Wadham, solicitor, 3, Small-street, Bristol.
HARDING (J.C.), Priory, Compton Gifford, Devon. June 1; Bultee and Rowe, solicitors, 16, Lookyer-street, Plymouth.
HARVEY (Mrs. Charlotte), 2, Vase-villa, Hereford. June 1; Humphreys and son, solicitors, Hereford.
HYATT (Charles J.), East-street, Chichester. May 31; J. Richardson, solicitor, 15, George-street, Mansion House.
JONES (Chas. W.), York-town, Frimley, Ash, Surrey. June 30; Cook and Holmes, solicitors, Wokingham.
KINDRED (Frances), 56, Clyn-ton-road, Mile End-road. June 1; Young and Sons, solicitors, 29, Mark-lane.
LEWIS (Thomas), Sutton St. Nicholas, Hereford. June 1; Humphreys and Son, solicitors, Hereford.
LUDLAM (Jeffery), 16, Sussex-place, Regent's-park. June 1; J. Parkin and Paden, solicitors, 5, New-inn.
MARCHANT (John, jun.), Hertford, solicitor. Aug. 15; Spence and Hawkes, solicitors, Hertford.
MORDAN (Francis), Albion-lodge, Holloway, and 326, City-road. June 14; Jno. Mills, solicitor, 2, Brunswick-place, City-road.
OSBORN (Samuel), 19, Manor-terrace Brixton. June 14; Ellis and Crossfield, solicitors, 16, Mark-lane.
PACKHAM (Ann), 18, Duke-street, Brighton. June 1; Chas. Lamb, solicitor, Ship-street, Brighton.
REDHEAD (Lawrence), 70, Lower Thames-street. June 1; Young, Jones, Roberts, and Co., solicitors, 2, St. Mildred's-court, Poultry.
RIMMER (Elizabeth), Wallgate, Wigan. July 24; E. T. Whitaker, solicitor, Duchy of Lancaster office, London.
SAUNDERS (Mrs. Sarah), 31, Great Coram-street, Russell-square. June 30; Messrs. Borgoyne, Milnes, and Co., solicitors, 160, Oxford-street.
SCARLETT (John), Tuxford, Nottingham. June 7; H. M. Burt, solicitor, Charlton-on-Trent, Newark.
STEWELL (Francis H.), Barmoor Castle, Northumberland. July 1; Nicholson and Herbert, solicitors, 23, Spring-gardens.
SMITH (Joseph), Fence House, Darton, near Barnsley, York. June 24; S. Simpson, solicitor, 33, South King-street, Manchester.
SWINFORD (J.S.), Nash-court, Margate. May 22; Kingsford and Dorman, solicitors, 23, Essex-street, Strand.
VIGERS (John), Pries, Salop. June 28; H. M. Barker, solicitor, Wem, Salop.
VINE (Frederick), Silver-hill, St. Leonard's-on-Sea, Sussex. June 24; G. Meadows, solicitor, Hastings.
WALLER (Henry E.), Farlington Lodge, Gloucester. June 24; Messrs. Coverdale, Lee, and Co., solicitors, 4, Bedford-row.
WOOD (Robert), 132, New Bond-street. June 1; F. Taylor, solicitor, 19, Old Burlington-street.
YOUNG (Henry), Moira-house, Addiscombe, Sussex. June 14; W. B. Young, solicitor, Bank-buildings, Hastings.

UNCLAIMED STOCK AND DIVIDENDS IN THE BANK OF ENGLAND.

[Transferred to the Commissioners for the Reduction of the National Debt, and which will be paid to the persons respectively whose names are prefixed to each, in three months, unless other claimants sooner appear.]

ELLIS (William), Minorities, auctioneer. Dividend on 250l. Reduced 3 per Cents. Claimants, Jno. C. Walton and Robert Ellis.

LUCAS (Rudd), Long Ashton, Somerset. Dividend on 712l. 9s. 2d. Reduced 3 per Cent. Annuities. Claimants, Harriette Lucas.

The Solicitor-General for Scotland has been appointed a member of the Scotch Law Courts Commission.

ADMISSION OF ATTORNEYS.—The number of original applications to be admitted as attorneys during the present term is 99, in addition to many renewed applications.

Mr. Adam Thom, the prosecutor of Overend, Gurney, and Co., announces that he will personally conduct the prosecution at the approaching trial. Against the leaders said to be retained on the other side of all the branches of the Bar, Mr. Thom says he confidently pits his case in all the simplicity of its undeniable strength; while the technical question of guilt or innocence, avowedly the only matter at issue, he calmly leaves to the judicial representatives of God and the country. In the meantime, as Mr. Thom will have all the trouble, he invites the public to pay the costs.

THE CASE OF MADAME RACHEL.—The writ of error obtained in the case of *Reg. v. Sarah Rachel Leveson*, to reverse the judgment of five years' penal servitude, is to be argued in the Court of Queen's Bench to-day. Mr. Mellish, Q.C., and Mr. Gibbon will appear for the defendant; the Attorney-General, Solicitor-General, and Mr. Poland will represent the Crown. The Act under which bail was given is the 8 & 9 Vict. c. 68, and it provides in all cases where judgment is affirmed that the time during which a defendant is at large should not be reckoned. The error assigned is whether the court pronouncing judgment was properly constituted.

BOWNESS—RETIREMENT OF MR. J. H. TAYLOR.—The public, throughout the large district in and around Windermere, over which his extensive practice extended, will regret to hear that Mr. J. H. Taylor, solicitor, of Bowness, is compelled through ill-health, to retire from the fatigues of business. During the whole of his career, Mr. Taylor has identified himself with the general interests of the beautiful neighbourhood in which he resides, and has been an active promoter of everything for the advancement and improvement of Bowness in particular. To him, more than to any other man, may be attributed the introduction into Bowness of that needful piece of sanitary and improving machinery, the Local Board of Health, whose operation has been productive of so much good to the scene of its application. He is also one of the promoters of the new Windermere Water Works Company. In addition to his private practice, Mr. Taylor officiated as magistrates' clerk of the local and Ambleside Petty Sessions, and he also held a number of important public offices in connection with the administration of justice in all its varied and numerous ramifications. Altogether, he has practised, in Bowness, some twenty-five years; and his retirement, especially the motives which have impelled it, will be regretted by all those whose affairs brought them into connection with him. We cannot but hope, however, that under the influence of repose, the gentleman may long continue to pursue a life of public utility, relieved of the harassing cares incident to close confinement to a naturally trying and fatiguing profession. We may add that Mr. Taylor will be succeeded in his practice and appointments by Mr. John Fisher, late of Masham, who, we understand, was formerly under-sheriff to Admiral Harcourt, for the court of York; having held the office of chairman to a local board, and a board of guardians, besides other public offices. He has contributed largely to topographical and archaeological literature, and is the author of a valuable work on the history and antiquities of Mashamshire.

LIABILITIES OF A SOLICITOR.—A novel and rather serious question, involving a constitutional principle, has been raised in the Court of Common Pleas in connection with the last election petition for Youghal. Mr. Barry, a solicitor, made some strong observations upon the judgment of the Court declaring the election void. The attention of their Lordships was attracted by a report in the *Cork Examiner* of a speech delivered by Mr. Barry, and he was directed to attend and explain the following passage:—

But while he deplored the loss of Mr. Weguelin, he should complain publicly, through the press of the country, of the manner in which that gentleman had been treated by the hon. judge who tried the case. In doing so he did not speak from himself; he appealed to the judgment of the learned judge, delivered by him at the close of the Youghal election petition. (Mr. Barry then read that part of the decision of Judge O'Brien, as reported by the reporter of the House of Commons, in which the learned judge stated his intention to submit the meaning of the word 'corrupt' to the Court of Common Pleas, and said what he complained of was that the learned judge, having expressed his intention of so reserving the application of the term, yet, in the case subsequently made by him for the consideration of the Court of Common Pleas, decided himself on the meaning of the word, contrary to the intention he had pre-

viously expressed.) Was that just, fair, or honest? Did that maintain law in the country? No judge should have done so. Was it not a sad thing to think that, because of the pusillanimity—he could call it nothing else—of that man, they should be deprived of such a man as Christopher Weguelin? All he could say was that, while he deplored his weakness, he still more deplored the Court to which the matter was afterwards referred. He could tell them more. When Mr. Justice Keogh made use of the words, "it was treating made easy," and wanted to laugh them out of court, Mr. Isaac Butt stood up like a man, and reasoned and argued and fought, but all to no use, for the Court had been well trained beforehand.

Mr. Barry attended and read a statement to the effect that he did not admit the accuracy of the report, but at the same time offered an apology for anything which he might have said of an offensive or disrespectful nature. He was then required to make an affidavit setting forth the passages in the report which he repudiated and those which he admitted to be correct. This measure on the part of the Court was regarded by many professional gentlemen as an unconstitutional stretch of authority, which put Mr. Barry in the position of a self-accuser, ignoring the established principle of British justice that no man is bound to criminate himself. Some curiosity was felt as to the course which Mr. Barry would be advised to take. It was thought that possibly he would decline to make any affidavit at all, and so at once bring the question to an issue; but subsequently he filed an affidavit, and the Court allowed the matter to stand over. At another sitting of their Lordships Mr. Barry and his counsel, Messrs. Butt, Q.C., Pallas, Q.C., and Crean, were in attendance, and the court was densely crowded, the point having excited no little interest in "the Hall." By direction of the Chief Justice, Mr. Greene, the officer of the court, read the affidavit which had been filed by Mr. Barry. It was in the following terms:—

I make this affidavit from my desire in every possible way to manifest my respect for this honourable court, and for any order which the court shall be pleased to make. I am advised, and believe, that the speaking of the words read to me by the Right Hon. Judge Keogh from the report in the *Cork Examiner* newspaper would amount to an offence for which, if established against me, I should be liable to penal consequences. I therefore humbly submit to this honourable court that I ought not to be compelled to answer anything as to that report, or to meet any charge connected with the same until a charge is preferred against me in a specific form, and supported by evidence such as I can meet. For any disrespect to this court, or to any member of it, or to Judge O'Brien, into which I might have been unguardedly betrayed, I should be ready to express the deepest contrition, and humbly to ask the pardon of the court. I am deeply conscious that any such disrespect would be an offence requiring from me the fullest atonement; but I am advised that, consistently with my position as an elector of Youghal, and as an attorney, I ought not now to consent to answer as to matters which are calculated to involve me in penal consequences without any evidence before the court to call on me to answer. I therefore humbly pray that this honourable court may be pleased to dispense with my making any further or other answer in reference to the said matter.

Their Lordships then retired from the Bench, taking with them a copy of the affidavit in order to deliberate upon its contents. After an absence of half an hour they returned, and the Chief Justice informed Mr. Butt that they had made a conditional order, which they would allow Mr. Barry to show cause against on Tuesday. Mr. Justice Morris read the order, which, after reciting the facts, pronounced the affidavit unsatisfactory, and required Mr. Barry, an attorney of this court, to show cause "why he should not be declared guilty of misconduct as an officer of this court, and be suspended from practising in this court for such period of time as the court may think fit." The glove is now thrown down, and an interesting encounter is expected. A recent judgment pronounced by Lord Westbury in the Judicial Committee of the Privy Council, affirming an appeal from Nova Scotia in a case where the judges suspended a professional suitor for writing a letter to the Court, is regarded as an authority against the Common Pleas in imposing the penalty of suspension, instead of the ordinary punishment of fine or imprisonment for a contempt of court. There being nothing alleged against the moral character of the attorney which disentitles him to retain his professional status, it is believed that the court have not the power to suspend him. The proceeding has produced some commotion among the attorneys and solicitors, and it is stated that they intend to hold a meeting to consider the case.

BREAKFAST—EPPS'S COCOA—GRATEFUL AND COMFORTING.—The very agreeable character of this preparation has rendered it a general favourite. The *Civil Service Gazette* remarks:—"The singular success which Mr. Epps attained by his homeopathic preparation of cocoa has never been surpassed by any experimentalist. By a thorough knowledge of the natural laws which govern the operations of digestion and nutrition, and by a careful application of the fine properties of well-selected cocoa, Mr. Epps has provided our breakfast tables with a delicately flavoured beverage which may save us many heavy doctors' bills." Made simply with boiling water or milk. Sold by the Trade only in 4lb. 4lb., and 1lb. tin-lined packets, labelled "JAMES EPPS and Co., Homeopathic Chemists, London."

THE BENCH AND THE BAR.

Mr. Serjeant Barry, Solicitor-General for Ireland, and late M. P. for Dungarvan, has accepted the vacant judgeship of the Landed Estates Court, Ireland.

We regret to announce the death of Mrs. Charles Cavendish, which occurred at her residence at Ryde, Isle of Wight, after a lingering illness of several weeks. The deceased lady was the only daughter of the Right Hon. Sir Alexander Cockburn, and was married in June 1863, to Mr. Charles William Cavendish, son of Gen. the Hon. Henry Frederick Compton Cavendish.

TESTIMONIAL TO THE LORD CHANCELLOR.—Lord Hatherley has property connections with the village of Hatherley, near Gloucester. A testimonial fund is being raised, and has already reached the sum of 800*l.*, contributed by 450 subscribers, whose subscriptions varied from sixpence to three guineas, the *maximum* receivable. The testimonial is to take the form of a portrait of the Lord Chancellor, to be painted by G. Richmond, R.A., and which will be presented with a suitable address to Lady Hatherley.

MAGISTRATE AND PARISH LAWYER.

NORWICH CITY JUSTICES.

Friday, April 16.

(Before the Right Worshipful the MAYOR and other Justices.)

Public-houses Closing Act 1864 (27 & 28 Vict. c. 64, s. 5.)

On an information for keeping open house for the sale or consumption of excisable liquors and beer between the hours of one and four as prohibited by this section:

Held, that the fact of the door being open at half-past one, and several persons found in the house with spirits in glasses before them, was not sufficient proof that the defendant was a licensed victualler, and that he was keeping open his house contrary to the statute.

Charles Andrews, landlord of a public-house called the "Cinque Unique," was summoned for having, on the 9th inst., his house open for the sale or consumption of excisable liquors and beer between one and four o'clock, contrary to the statute.

Linay (managing clerk to Sadd, solicitor), appeared for defendant.

P. C. Pilch stated that on the morning in question, about half-past one, he saw the door of the house open and walked in, and found six men and one woman standing near a counter on which were two glasses with gin in them, one rum and one ale, and on calling the attention of the landlady to the time she replied it was the fault of the customers. Did not see anything sold or consumed.

This was all the evidence offered in support of the information.

Linay submitted that there was no legal evidence before the Bench that the defendant was a licensed victualler; and secondly, that there was no evidence that any spirits or beer had been sold or consumed after one o'clock, which was necessary to constitute the offence charged, and that view was borne out to some extent by the decision in *Cates v. South*, 1 L. T. Rep. N. S. 365, and other cases.

The BENCH did not consider there was sufficient legal evidence to convict.

Summons dismissed accordingly.

FEMALE CONVICTS.—Orders have been given by the Government that the whole of the women confined in the Parkhurst prison, Isle of Wight, shall be removed to the new convict establishment just finished at Woking. The first batch—100 in number—left the Isle of Wight on Friday.

A motion in the case of *Henry Walsh v. E. Meadows Dunne*, justice of the peace for the Queen's County, has, from its peculiarity, caused some interest in the Irish Court of Queen's Bench. On the 24th Dec. last Walsh was imprisoned for seven days, "with hard labour," by Mr. Dunne for contempt of court in having "licked" instead of kissing the book when being sworn. He was cautioned, but nevertheless "licked" the book three times. The Lord Chief Justice decided that the magistrate had no power to add hard labour to the sentence. The Legislature did not even confer upon him (the Chief Justice) the power to do so.

THE BETTING WORLD AND THE INTENTIONS OF THE POLICE.—It may, perhaps, be interesting to betting men and others to know the nature of the next move of the police authorities with regard to the "business of betting." An order has been privately issued to prosecute all persons found dealing in "specs" or showing "spec" bills. The

detectives are hard at work getting up information, and when they have got the names and addresses of persons who have sinned against the law, the police intend to institute a whole series of prosecutions. None of those concerned in the traffic of spec tickets are to be allowed to escape, and several hundred persons will be prosecuted. The police have resolved to put down the traffic with a strong hand. In about three weeks' time another series of prosecutions will be commenced, and the parties then assailed will be the agents on commission and the owners of betting exchanges. These prosecutions will cause considerable commotion amongst thousands of persons.

REAL PROPERTY LAWYER AND CONVEYANCER.

NOTES OF NEW DECISIONS.

MORTGAGE—COVENANT RUNNING WITH THE LAND—SPECIFIC PERFORMANCE.—S., being possessed of lands conveyed to him subject to a covenant not to carry on any nuisance, except brickmaking, sold two plots of them in 1842 to L., and thereby covenanted to complete certain roads, L. covenanting for himself, his heirs, and assigns, for the subdivision of the plots sold, and the erection thereon only of houses, which were described. In this conveyance S. covenanted to produce the deed of conveyance to himself. S. afterwards conveyed to numerous persons other portions of the lands comprised in the last-mentioned conveyance, notices of the conveyances to whom were indorsed thereon. By a deed dated in Feb. 1846, after reciting that S. had agreed to repurchase from L. the lands sold to him, and that Messrs. L. and R. had agreed to pay the purchase-money on behalf of S., L. conveyed the said lands to L. and R. in fee, upon trusts of an indenture, executed a few days before, by which S. had mortgaged property to L. and R. to secure advances to him, which included the purchase-money which they were to pay to L. These trusts were, for sale of the mortgaged property, to the usual effect. L. and R. foreclosed S., and puisne incumbrancers, and the mortgaged premises were conveyed by them to the plaintiffs in the present suit (which was instituted for the administration of the estate of J. L., for whom they were trustees) by an order in which they were directed to be sold. The appellant became the purchaser of these lots which had been conveyed to L., and reconveyed by him, which were sold under conditions which stated the restrictions in the conveyance to S., and mentioned that other lots were liable to other restrictions, but did not refer to the restrictive covenants as to buildings in the conveyance to L. The appellant, therefore, objected to the title on the ground that those restrictions were in force; but their Lordships held (affirming the decision of the Vice-Chancellor of Lancaster), that, as S. was bound only by the covenants in the conveyance to himself, and those relating to the roads, and might, after his conveyance to L., have dealt with his other property as he thought fit, and agree with L. to put an end to, or vary, the covenants as to building; he had not deprived himself of any rights in these lots by the intermediate sales to other parties; that the restrictive stipulations as to buildings were only between S. and L., and the benefit thereof was not attached to the other property which S. reserved to himself when he sold to L.; that a vendor in the position of S. will not be assumed to have intended to limit his power of dealing with his estate; that there was no distinction between his rights over the lands which he possessed throughout and those which were vested in him by the repurchase from L., and, therefore, that the appellant's objection to the title failed, and the plaintiffs alone could make a good title without the concurrence of other parties: (*Keates v. Lyon*, 20 L. T. Rep. N. S. 255. L. J.J.)

LEASE—AGREEMENT—SPECIFIC PERFORMANCE.—In three letters B. agreed to take the lease of a house of C. on terms which C. accepted. Afterwards C. refused to grant the lease on those terms, on the ground that there was a verbal understanding that B. should expend 1000*l.* in repairs, and now objected to such a covenant. A decree was made for specific performance. (*Dear v. Verity*, 20 L. T. Rep. N. S. 268. V.C. Stuart.)

TWO WILLS—SOLE EXECUTORS.—A testator made a will and codicil in 1856, in both of which he appointed his son W. H. B. and his daughter P. B., his executors. In a subsequent will, executed in 1860, confirming the two preceding

papers, he appointed W. H. B. and another daughter, M. J. B., his "sole executors." The court held that the use of the words "sole executors" in the last will implied the revocation of the appointment of executors in the former will, and granted probate of the three papers as together forming the will of the deceased, to W. H. B. and M. J. B., the executors named in the will of 1860. (*Re Baley*, 20 L. T. Rep. N. S. 278. Prob. Ct.)

WILL—REVOCATION.—B. made two wills just before her death, and destroyed the second. It was held that as the act of destruction was not accompanied by a simultaneous declaration of intention, the first will was not thereby revived: (*Re Weston*, 20 L. T. Rep. N. S. 330. Prob.)

ELEMENTARY PRECEDENTS IN CONVEYANCING. (a)

A Collection of practical Forms designed for professional Use, and suited to the Emergencies of actual Practice, with Notes.

(Continued from page 473.)

PRECEDENTS.

NOTICES.

95. Notice demanding possession of goods.

To A. B., of &c.

As attorney for Mr. C. D., of &c. [claimant], and duly authorised by him in this behalf, I hereby give you notice and require you forthwith to deliver to the said C. D. the several articles of household furniture and effects now in your possession, belonging to him, that is to say:—[here insert inventory of goods]. And I give you further notice that, unless you forthwith deliver possession thereof, an action will be commenced against you for their recovery and for damages for the conversion and detention thereof.

Dated the day of 18 . (b)

Y. Z. [attorney].

96. Notice of claim to goods seized under bill of sale, or writ of execution.

To A. B., of &c., Mr. C. D., his attorney, E. F., officer in possession, his assistants, and others.

I hereby give you, and each of you, notice as attorney for Y. Z., of &c., that the goods, chattels, and effects, seized by you under colour or pretence of a bill of sale, alleged to have been given by one G. H. to the said A. B. [or if seized under writ say:—"pretence of an execution issued at the suit of the said A. B."], belonging to the said Y. Z., and not to the said A. B.; and as such attorney I give you, and each of you, further notice that, unless you forthwith deliver up possession to the said Y. Z., of the said goods, chattels, and effects, so seized by you, or some or one of you, an action at law will immediately be commenced against you for recovery thereof and for redress.

Dated the day of 18 .

M. N. [attorney].

97. Notice of claim to goods seized by County Court bailiff from trustee under deed of assignment.

To the High Bailiff of the County Court of , to his bailiffs making the levy hereinafter mentioned, and to all others whom it may concern.

I beg to give you notice that by deed dated &c., and made between A. B., of &c., of the one part, and me, the undersigned C. D., of &c., on behalf and with the assent of the therein mentioned undersigned creditors, of the said A. B., the said A. B. thereby conveyed all his estate and effects to me absolutely, to be applied and administered for the benefit of his creditors, in like manner as if he had been at the date thereof adjudged bankrupt. And I further give you notice that in execution of the trust thereby reposed in me, I am in possession under the said deed, and that the goods seized by you under execution, against the said A. B., are not the goods of the said A. B., but the property of me as aforesaid, and you are hereby required forthwith to withdraw from possession of the same.

Dated the day of 18 .

C. D. [trustee].

98. Notice to builder to proceed according to contract (c).

To A. B., of &c. [builder].

I hereby give you notice and require you forthwith to proceed diligently, and in a proper and workmanlike manner, with the erection and com-

(a) By THOMAS WILKINSON, Esq., Liverpool.

(b) Some such notice as this is usually made before commencing an action of trover in order to prove the conversion; for if the defendant is in possession of the goods, and refuses to deliver them up when demanded, such refusal is evidence to induce a jury to presume a conversion (*Scheepers v. Nisi Prius* 1375); but there is no absolute necessity to make the demand.

(c) The contract to which this notice has reference is Precedent 51.

pletion, pursuant to your contract with me, dated &c., of the dwelling-houses, situate &c. And that in case you shall neglect or refuse to proceed with the erection and completion thereof, in manner aforesaid for days after the service hereof that I shall then enter into and upon the said premises, and employ such other builders and workmen as may be necessary to complete and finish the said buildings, at your risk and expense, or sell the same either finished or unfinished, as I may be advised. And that I shall take all such proceedings by sale, or otherwise, as may be requisite for the purpose of completing the said contract, and obtaining payment of all such moneys as shall be owing to me under the said contract, without any further notice.

Dated the day of 18. C. D. [proprietor].

99. Notice to determine partnership. (a) To A. B., of &c.

I hereby give you notice, pursuant to the provision in this behalf, contained in our partnership articles, that it is my intention to determine our co-partnership on the expiration of calendar months from the time of your being served with this notice.

Dated the day of 18. C. D.

100. Notice to carriers (b) by vendor of goods not to deliver same to purchaser.

To the Railway Company and to A. B., their goods manager, at

I beg to give you notice that cases of which were delivered by me to you, at for carriage to, and now in your possession, and lying at your station, in street, undelivered, addressed by me to Messrs. C. D. and Co., of &c., for shipment, at the request of Messrs. E. F. and Co., of &c. [purchasers], are my own property, and that I am the vendor thereof, and that the said goods are now in transit, and were purchased from me by the said E. F. and Co., by whose direction I forwarded the same for shipment to the said C. D. and Co., and that the said E. F. and Co. have since become insolvent and suspended payment, and that the said C. D. and Co. have no claim to or interest whatever in the said goods. And I further give you notice not to deliver the said cases, or any of them, to the said C. D. and Co., or to any other persons or person, but to hold the same to my order and for my use. And I hereby undertake to indemnify you from all loss, damages, and expenses, to be sustained by you, by reason or in consequence of your retaining the said goods, in pursuance of this notice, and that if you deliver the same contrary thereto I shall hold you responsible for all loss or expenses I may sustain by reason thereof.

Dated the day of 18. G. H. [vendor].

101. Notice of transfer of mortgage debt by marriage settlement.

To A. B., of &c. [mortgagor]. Please to take notice that by an indenture dated &c., and made between C. D., of &c., of the first part, E. F., of &c., of the second part, and G. H. and J. K., of &c., of the third part, in consideration of the intended marriage between the said C. D. and E. F., and for other considerations therein mentioned, the said E. F., with the privity and consent of the said C. D., did grant and assign unto the said G. H. and J. K., their executors, administrators, and assigns, all that sum of £ invested with other moneys in the names of the said E. F., and her sisters F. F. and G. F., on security of a mortgage, dated &c., of hereditaments and premises, situated in street, from you and all interest then due, or thereafter to accrue due, upon the same, together with full power to sue for, recover, and receive and give effectual leases and discharges for the same, to hold the said moneys unto the said G. H. and J. K., their executors, administrators, and assigns, upon certain trusts therein mentioned.

Dated the day of 18. Y. Z. [trustees' solicitor].

102. Notice to trustee of appointment by married woman of share and all interest under will.

To A. B., of &c. [trustee].

I beg to give you notice that by indenture dated &c., and made between B. B., wife of A. B., of &c., of the one part, and me the undersigned C. D., of &c., of the other part, for the considerations therein mentioned, the said B. B. did thereby direct and appoint that you or other the trustee or trustees for the time being of the said will should thenceforth during the life of her the said B. B. pay unto me, my executors, administrators, and assigns, the interest, dividends, and annual produce of the share of the personal estate of the said B. B., bequeathed to her and her children, and of the investments, in which the same might be laid out, whether such share were the original share of the

said B. B., or any accruing share on the death of &c., and all other (if any) the estate and interest of her the said B. B., under the said will, and the said B. B. thereby constituted me her attorney in her name to demand, sue for, recover, and give valid receipts for the interest, dividends, and annual produce of her share, both original and accruing, under the said will.

Dated the day of 18. C. D. [purchaser].

103. Notice to vendors of land contracted to be sold by them of further charge by purchaser.

To A. B. and C. D., of &c. [vendors].

I beg to give you notice that by an agreement dated &c., and signed by E. F., of &c. [purchaser] the said E. F., for the consideration therein mentioned, did thereby further charge for securing to me, the undersigned G. H., of &c., certain sums of money therein mentioned, all the interest of him, the said E. F., in a certain contract, dated &c., and made between yourselves of the one part, and the said E. F. of the other part, and all the benefit and advantage derivable from such contract, and all the interest of him, the said E. F., in the piece of land therein described, and thereby contracted to be sold by you to the said E. F., and together with all buildings since erected thereon by the said E. F.

Dated the day of 18. G. H. [mortgagee].

(To be continued.)

JOINT-STOCK COMPANIES' LAW JOURNAL.

NOTES OF NEW DECISIONS.

WINDING-UP.—PRACTICE.—PRODUCTION OF BOOKS.—The liquidators of a company desired to summon for examination the secretary of a banking company with whom the account of G., who had acted as attesting witness to a transfer of shares in the company in liquidation; and as agent between the transferor and transferee, had been kept. The transfer was suspected to be collusive, and it was alleged that G. had, after the transfer was executed, paid on behalf of the transferor various sums of money to the transferee to enable him to pay calls on the shares. It was desired to require the secretary of the banking company to bring with him and produce the books of the banking company containing the private account of G., in order that the liquidators might inspect that account with the view of tracing the payments alleged to have been made by G. to the transferee. Held, that a summons under sect. 115 of the Companies Act 1862 might issue for these purposes, but that when the witness attended and produced the books, every objection as to the right of inspecting them would still be open to him and to the judge. A witness so summoned, and required to produce books, stands in the same position as an ordinary witness served with a subpoena *duces tecum*: (*Re Smith, Knight, and Co.*, 20 L. T. Rep. N. S. 206. L.J.J.)

PRIVATE BILL PRACTICE.—LOCUS STANDI.—The B. company promoted a bill for a short line to avoid a curve on its existing line, which was worked by the C. company, to whom the D. company had paid a large sum for running powers over its entire system. The C. company was held to have no *locus standi* to oppose the bill: (*Crystal Palace and South London Junction Railway Company*, 20 L. T. Rep. N. S. 249. Court of Referees.)

A railway was proposed to run near a chapel and schools beyond the limit of deviation. The trustees were held to have no *locus standi* to oppose it on the ground of inconvenience which would prevent the religious services from being carried on: (*Ibid.* p. 250.)

WINDING-UP.—PRACTICE.—A petition was presented to wind-up a company for working mines in Australia on the ground of their having produced no profit for four years, and the work having been suspended for the last six months. The liabilities were much less than the required capital, but could not be discharged until further calls. A majority of the shareholders opposed the petition. The court made the usual order: (*Re Great Northern Copper Mining Company, &c.*, 20 L. T. Rep. N. S. 264. M. R.)

A SUCCESS UNPRECEDENTED.—MARAVILLA COCOA IS PERFECTION.—The *Globe* says "Taylor Brothers' Maravilla Cocoa has achieved a thorough success, and supersedes every other cocoa in the market. For homeopaths and invalids we could not recommend a more agreeable or valuable beverage." Sold in packets only, by all Grocers.—[ADVT.]

ECCLESIASTICAL LAW.

THE IRISH CHURCH ABOLITION BILL.

STEADY majorities, rarely falling short of 100, carry this great measure rapidly through committee, and it is now certain that it will go to the Lords almost as it was introduced to the Commons. Every amendment of importance has been rejected.

There is great and real alarm in some quarters at the result, which is now scarcely disputed, the immediate supremacy and speedy establishment of Romanism in Ireland. But, after all, is there anything so very terrible in this? Romanism in these days is not what it was; is it not better than the "no religion at all," which is the condition of the masses of our own population? Protestantism has failed to make converts in Ireland, and in England it has not penetrated to the hearts of the multitude. Even with the Dissenters in England, and the Presbyterians in Scotland, hatred of the Established Church has been more powerful than love for Protestantism, inasmuch that they have not scrupled to sacrifice the latter to the former. Roman Catholicism has adhered steadily to its principles, and is now reaping its reward in a triumph which will go far to redeem its reverses at the Reformation. In eighteen months its great rival in Ireland will be swept away. In ten years its greater English rival will fall before it also. May it wisely and temperately use the victory it has won.

Correspondence.

THE IRISH CHURCH.—The interests of the laity appear to be lost sight of in the present Bill before Parliament, for prior to the Reformation the poor had an interest to the extent of one quarter in the revenue of all church property and poor rates, and church-rates were unknown. Hence the term the poor man's church. If disendowment takes place, why not allow some of the property to return to ancient Roman Catholic uses, namely, the relief of the poor, by funding some of the property to reduce local poor rates? Again, prior to the Reformation the parish churches had free sittings to all parishioners, and are they now to be handed over to become Congregational property, to the prejudice of the laity? The glorious Reformation has cost us something in blood and money, and great wars, hence our National Debt; but do not let us be put under further disabilities.

A LAYMAN.

LAW STUDENTS' JOURNAL.

QUESTIONS FOR THE FINAL EXAMINATION.

EASTER TERM 1869.—FIRST DAY.

QUESTIONS 1 TO 5 INCLUSIVE.

II. COMMON AND STATUTE LAW AND PRACTICE OF THE COURTS.

6. A. buys a horse of B. and pays for it by a bill of exchange; the horse proves unsound, and is resold at a less price by A. Is this any defence to an action on the bill of exchange brought by B. against A.?

7. What essential right must the plaintiff in ejectment possess as to the land sought to be recovered, and what step must be taken before action in the cases respectively of a tenancy from year to year and a tenancy at will?

8. What fixtures may a tenant (under no special covenant) remove, and at what time?

9. Under what circumstances may actions for malicious prosecutions, &c., brought in the Superior Court, be remitted to the County Court? (30 & 31 Vict. c. 142, s. 10.)

10. What is the meaning of "costs in the cause," and of "costs in any event?"

11. What is the limit of the jurisdiction of the County Courts where title comes in question?

12. How are the costs of the cause apportioned when the plaintiff takes out of court money paid in by the defendant, in respect of a particular sum or cause of action, but who goes on for more, and is defeated as to the residue of his claim?

13. What is the rule as to allowing applications to set aside process or proceedings on the ground of irregularity?

14. State the cases in which a defendant has the right of set-off, and when not.

15. Define a simple contract, and state its essentials at common law.

16. X., Y., and Z. are sued jointly on a promissory note, and judgment recovered against X. alone. They are also sued with the like result, for breaking and entering a close; has X. a right to contribution from his co-defendants in either case?

17. What is the rule at common law as to inte-

(a) As to death of partner giving such a notice before it expires, see *Bell v. Nevill*, 15 W. R. 85.

(b) See *hereon Litt. v. Cowley*, 7 Taunt. 168; *Stokes v. La Rivière*, cited 3 East, 397; and *Jackson v. Nichol*, 5 Bing. N. C. 518.

rest on a debt, in the absence of any agreement to pay interest?

18. Smith obtains judgment against Brown, to whom Hobbs is indebted. How can Smith obtain the benefit of this debt?

19. When does distress for rent lie?

20. What is the rule for reckoning days not expressed to be *clear days*?

21. Some kinds of personal estate may, and some may not be bequeathed to endow a hospital. Mention one which may, and one which may not, be so bequeathed.

22. Land held for an estate in fee-simple is devised to A. for life, and after his death to the heirs of his body, and he has a son who is a minor. Can the estate in fee during the life of A. and the minority of his son, be vested in a purchaser; and if so, how and by whom?

23. What is necessary to the validity of a conveyance of a fee-simple estate in land for the endowment of an almshouse?

24. Land held for an estate in fee-simple is devised to A. for life, with remainder to his first and other sons, successively in tail general. A. enters into possession and dies, and B. his eldest son succeeds him and dies, and B.'s eldest son C. succeeds. Do all, or any, and which of these persons A. B. and C. take by purchase or by descent?

25. Land is devised to the use of A. and his heirs in trust for B. and his heirs. A. disclaims the devise. In whom are the legal and equitable estates respectively vested?

26. An estate in fee-simple in land is conveyed in mortgage to A. who dies intestate. How can the land be vested again in the mortgagor discharged from the mortgage?

27. A woman, owner of an estate in fee-simple in land, marries and has children. What estate or interest in the land has the husband during her life, and after her death?

28. A. having purchased land for an estate in fee-simple, dies intestate, leaving a son B., and a daughter C. by his first wife, and a son D. by his second wife. B. dies intestate and unmarried. Who is entitled to the land on the death of B., and why?

29. A., an only child, became possessed of land for an estate in fee-simple, as the heir at law of his mother—B., also an only child, became possessed of land for an estate in fee-simple under his mother's will. A. and B. both die intestate and unmarried, each leaving an only brother of his father, and an only brother of his mother surviving him. To whom will the lands of A. and B. respectively go, and why?

30. A testator bequeaths a legacy to a son and a legacy to a nephew. The son and nephew both die before the testator, and both have children. Do the legacies lapse, or, if not, to whom are they payable?

31. Land is limited by settlement to A. for life, with remainder to his first and other sons in tail male, and is charged with a jointure to his wife for her life, if she should become his widow, and with portions for younger children. The settlement contains no power of sale. Can the land be sold in the lifetime of A., and during the minority of his sons? And, if so, by what means, and with whose concurrence?

32. A. being possessed of an estate in fee-simple in land, mortgages the estate to B. to secure repayment of a loan—should A. afterwards die intestate possessed of ample personal estate, then, as between the land and the personal estate, which is ultimately liable to the repayment of the loan, and why?

33. A. and B. are joint tenants in fee-simple. C. and D. are tenants in common in fee-simple. A. dies in the lifetime of B., having devised all his real estate to E. C. dies in the lifetime of D., having devised all his real estate to F. What interests do E. and F. respectively take under the devise to them?

34. Can the owner of an estate in fee-simple in land convey the land to A., a bachelor, for life, with remainder to his son for life, and if not, why?

35. A testator devised land to A. and his heirs, but if A. should die under age, to B. and his heirs. Can B. during A.'s minority vest his expectancy in a purchaser? If so, how, and under what authority?

QUESTIONS FOR THE INTERMEDIATE EXAMINATION.

EASTER TERM, 1869.

I. Preliminary.

Questions 1 to 5 inclusive.

II. From Chitty on Contracts.

6. Describe shortly the three descriptions of contracts known in English law.

7. When it is sought to establish an agreement by letters between the parties, what must be the terms of the answer relied on to complete the contract?

8. By what law is a contract, made in a foreign

country, to be expounded, if it comes before an English court?

9. What is a *del-credere* commission, and how does it affect the responsibility of an agent acting under it?

10. What is the general rule by which the existence of a partnership may be tested?

11. Define a sale of goods.

12. How does the 17th section of the Statute of Frauds affect contracts for the sale of goods?

III. From Williams on the Principles of the Law of Real Property.

[All the following questions are framed with reference to Williams on the Principles of the Law of Real Property, 8th edition. The first 150 pages.]

13. What, according to Williams, was one of the simplest and most natural divisions of property in times of but partial civilisation; and how did the two great classes of property begin to acquire two other names, more characteristic of their difference, and what were those other names? (pp. 6, 7.)

14. In which of the two classes are leases for terms of years placed, and for what reason? (pp. 8, 9.)

15. Besides the division of property before alluded to, Williams mentions another classification which deserves to be mentioned. What is that classification? (pp. 10, 11.)

16. Williams says that no man is, in law, the absolute owner of land. What, then, can he hold in land? (p. 17.)

17. A joint tenancy is said to be distinguished by certain *unities*. What are those unities? (p. 128.)

18. Do any of these unities, and, if so, which of them exist in a tenancy in common? (p. 133.)

19. By what words can you, by one deed, give to A. a legal estate in fee-simple in land, and to B. an equitable estate in fee-simple in the same land?

IV. From J. W. Smith's Manual of Equity Jurisprudence.

20. Give a short general definition of equity jurisprudence. Is it synonymous with natural justice?

21. State two of the general maxims of equity jurisprudence, and give an instance of the application of each.

22. Define actual fraud, and constructive fraud, and give instances of each.

23. If a vendor conveys real estate to a purchaser, and in the conveyance acknowledges the payment of the purchase-money, and also signs a receipt indorsed upon the conveyance for it, but does not in fact receive payment, what remedies has he, and against whom?

24. How can an equitable mortgage be created, and in what cases is an equitable mortgagee entitled to priority over a subsequent legal mortgagee?

25. Under what circumstances may a bill of interpleader be filed, and what is required of the plaintiff in such a suit?

26. If a man marries a ward in Chancery, with the consent of her guardian, and not knowing that she is a ward, is he deemed guilty of a contempt?

V. Bookkeeping.

27. Give a general description of the system of book-keeping by single entry.

28. What is a day book, and what is a ledger? and describe the process of posting from the former to the latter.

29. What is the difference between a day book and an invoice book?

30. What is a profit and loss account, and how is it made out?

31. Give specimens of entries in the book for bills receivable and payable.

COUNTY COURTS.

ROMFORD COUNTY COURT.

(Before Mr. LEONARD, the Deputy of WILLIAM GURDON, Esq.)

SOLOMON v. WOOD.

The right to shoot dogs in pursuit of game.

Semble, there is no such right unless there is immediate danger that the game will be killed.

Bush Cooper, instructed by Rawlings, of Bishopsgate and Romford, appeared as counsel for the plaintiff, a farmer, at Lambourne, in Essex, and tenant of Gen. Wood, Lord of the manor of Lambourne, and Lord, instructed by Hicks and Son, of Gray's-inn, for the defendant, the son of Gen. Wood.

The particulars, as set forth in the plaint were as follows:

This action is brought to recover the sum of 20*l.* as and for damages by reason of the defendant having, on or about the 3rd Nov. 1868, shot and killed a Scotch terrier dog, of the plaintiff.

His Honour delivered judgment as follows: This was an action to recover the sum of 20*l.* for

damages by reason of the defendant having, on the 3rd Nov. 1868, shot and killed a dog of the Scotch terrier breed, the property of the plaintiff. The facts that the defendant did then shoot the plaintiff's dog (which was known by the name of Rags), and in a wood called Asses Grove, and that that grove was the property of the defendant's father, Gen. Wood, were admitted. With those admissions, the evidence adduced at the hearing was as to the value of the dog, and the circumstances which led to its destruction. That evidence on the part of the plaintiff, so far as it is material, may be summed up as follows: The plaintiff, and two of his witnesses, concur in describing the dog as good for shooting purposes, finding game, and destroying vermin. The plaintiff stated that he would not take 10*l.* for the dog, that money would not replace it to him, but he would not swear that the dog was actually worth that or any other exact sum. One of the plaintiff's witnesses stated that if he wanted such a dog he would gladly give 10*l.* for it; but, as he did not want such a dog he declined to say what he thought it was actually worth. The other witnesses whom the plaintiff called declined to say what they thought the dog was worth. The evidence on the part of the defendant is as follows: The defendant stated that he and a friend were out shooting, and that he was attracted towards the wood by the yelping of a dog, which he knew, from the cry, to be in pursuit of either a rabbit or a hare, but that when he got to the wood he saw nothing. He then sat down to luncheon. While at luncheon he kept on the look out for the dog. Eventually the dog came in sight in pursuit of a rabbit. The defendant said he was naturally irritated at what he saw. He then shot the dog. He swore that he firmly believed the dog would have killed the rabbit if he had not shot it. The rabbit was at the time about ten yards from the dog. He said that at the time when he fired the shot he did know whose dog it was. He, however, knew Rags, and afterwards recognised the dog. He said he had frequently seen Rags hunting alone. The defendant also said he was a good judge of dogs, and he believed Rags had no breeding points. He considered 5*s.* a good price for it. He afterwards was sorry for the dog. The witness Smith (who is in the employment of the defendant's father), and was out with the defendant and his friend on the occasion), in his evidence corroborates that of the defendant as to the dog being in pursuit of a rabbit. He deposes to the distance between the dog and the rabbit as being ten yards, and says that the rabbit could not have escaped if the dog had not been shot. In his cross-examination, however, two very material facts were elicited, namely, that the rabbit was within five yards of a hedge, and that the hedge was not full of holes. From the latter of these two statements I infer there were at all events some holes in the hedge. The witness designated the dog as a desperate poacher, and valued it at 5*d.* There were four other witnesses examined on the part of the defendant each of whom also spoke of the dog as a desperate poacher, but none of them said that they had ever seen the dog kill or catch anything. One of the four valued it at 2*s.* 6*d.*, and another at a glass of beer. To these facts it should be added that General Wood ratifies and adopts the act of the defendant. In that state of facts, Mr. Lord, for the defendant, relied upon the following cases, namely, *Deane v. Clayton*, 7 Taunt. 489; *Gordin v. Crump*, 8 Mees. 782; *Wadhurst v. Dawne*, Cro. Jac. J. 45; *Protheroe v. Matthews*, 5 Car. & T. 581; *Reads v. Edwards*, 34 L. J., N. S., 182; *Sutton v. Moody*, Ld. Raym. 250; and *Vere v. Lord Caudor*, and *King*, 11 East, 568, as authority for the right of a landowner to kill a dog in pursuit of his game on his land. *Deane v. Clayton* was an action upon the case against the defendant to recover compensation for the loss of his dog. The defendant pleaded not guilty. In that case it appeared that the defendant, for the purpose of injuring dogs and foxes which might come in search of hares into his wood, caused several spikes called dog spears, with two sharp ends, to be screwed and fastened into several trees in the wood, so that each end might point along the course of some of the tracks which were frequented by hares. Those engines were placed at such a height from the ground as to allow a hare to pass under them without injury; but so as to wound and kill any dog that might happen to run against one of the sharp ends. In that case the judges were not agreed. Burrough and Park, J.J., considered that the acts of the defendant were unlawful, that if the plaintiff had been a trespasser the defendant could not have justified the direct killing of the dog, and that he could not justify doing that indirectly, which he could not have done directly. Dallas, J., on the other hand, in giving judgment for the defendant, said, "It is allowed to place spikes or glass on a wall, and if a party climbing over be thereby wounded or cut can he bring an action? And yet if I were to see a trespasser coming down my area, I could not drive the spikes into his hands, or cut him with the glass. Suppose that in order to separate his pro-

perty from his neighbour's, the defendant had erected a wall, and put spikes or glass upon it, and the plaintiff had been wounded in attempting to get over, could this action have been maintained? No decision that a trap placed by a man in his own land, and not calculated so as to allure beyond, or even within the circuit of such land, would be a trap unlawfully placed. Gibbs, C. J., observed, "the defendant's act in laying the dog spears was harmless until the plaintiff's dog wrongfully intruded upon him. The hurt which he received is, therefore, to be referred to his own wrongful intrusion, which was the immediate cause of it. If the dog had no right to be there, as he certainly had not, his owner cannot complain that he was injured by the defence set up against all dogs in general. *Joudin v. Crump* was also an action upon the case. The marginal note in that case states that the defendant wrongfully and unlawfully set and concealed a dog spear, the same being an engine calculated to do grievous bodily harm, as well to the liege subjects of the Queen as to their dogs, happening to run upon the same, among the bushes near a public footway running through a close of the defendant's; by means whereof a dog of the plaintiff with which he was going on foot along the said footway, and which by reason of a rabbit having crossed the footway in his view, had then against the will of the plaintiff began to pursue, and was in pursuit of the said rabbit, ran upon the dog spear and was wounded. Plea, that defendant set and concealed the said engine for the purpose of preserving his game and of disabling and killing dogs that might come upon his close, lest they should pursue and destroy the game: Held, that the plea was a good answer to the action. Alderson, B., in his judgment, observed "that the court took the same view of the law on the subject as was taken by Gibbs, C. J., in *Deane v. Clayton*. From those cases it was argued that if the owner of the land was justified in erecting such engines on it for such a purpose he would have an equal right to shoot a dog in pursuit of his game on his ground. The two cases are, however, widely different. In the one case, as Gibbs, C. J., observes in the same case of *Deane v. Clayton*, at page 534, "I make an immediate and direct attack on the animals with no object in view but their destruction, which I have no right to effect if they can be removed from my land by less violent means. In the other I merely set up a guard against all wrong doers generally. The primary object of this guard was protection to my property, not mischief to them." The case of *Wadhurst v. Dammey*, Cro. Jac. 45, was an action of trespass for killing a dog. The defendant pleaded that Sir Francis Willoughby was seised of a free warren of which the defendant was warrenor, and that the dog was divers times killing conies there; and that finding him there *tempore que, &c.*, therefore he shot him. The court held the justification good because, it being alleged that the dog used to be there killing conies, it is good cause for the killing him in salvation of his conies, for having used to haunt the warren he cannot otherwise be restrained. *Protheroe v. Matthews*, was an action of trespass for shooting a dog. The second plea was in substance that Sir C. Morgan was the owner of an ancient park, and that the dog was hunting and chasing divers deer in the park, and that the defendant, as the servant of Sir C. Morgan and by his command, for the preservation of the deer and to prevent the dog from continuing to hunt and chase the same respectively, shot the dog. The fifth plea was to the effect that the dog could not be restrained or hindered from hunting and killing the deer, and would otherwise have killed the same. In that case Taunton, J. thus laid down the law, "It is not essential that the dog should have been at that very moment engaged in chasing the deer. It is sufficient if the chasing the deer and the killing of the dog were all one and the same transaction." And, at the end of his summing up, he said to the jury, "If you think that before and at the time of the shooting the dog was chasing the deer, the defendant is entitled to a verdict; but if you think the chasing was at an end, and that the dog would not have recommenced, you ought to find a verdict for the plaintiff;" which the jury did of that case and the preceding one which I have mentioned. It is only necessary for me to observe that *Wadhurst v. Dunne* was the case of a free warren, and the latter one of an ancient and lawful park. One of the privileges of such places is that the owner or his servant may kill dogs which enter the warren or park and chase the owner's game there. In those cases, as Topham, J. said in *Wadhurst v. Dunne*, the common usage of England is to kill dogs and cats in warrens as well as any other vermin, which shows that the law hath always been taken to be that they may well kill them. If, then, the element of the warren or park is withdrawn from the case, the destruction of the dog in pursuit of the game becomes unjustifiable, unless the game is in such peril as to induce the unavoidable necessity of killing the dog in order

to save it. The cases of *Sutton v. Moody*, *Read v. Edwards*, and *Blades v. Higgs*, merely establish the right of an owner of land to rabbits started on it and killed there. *Vere v. Lord Caudor and King* was an action for trespass for killing the plaintiff's dog. The general issue was pleaded, and a special plea to the effect that the possession of the *locus in quo* (which was part of the manor of Kidwelly, of which Lord Caudor was the lord) was in Lord Caudor; that the defendant King was the gamekeeper of the manor; that the plaintiff's dog was in the *locus in quo* running after, chasing, and hunting down hares there, and that the defendant, as gamekeeper for the preservation of the hares, shot and killed the dog. Lord Ellenborough, in giving judgment, said: "The question is whether the plaintiff's dog incurred the penalty of death for running after a hare in another's ground—and if there be any precedent of that sort, which outrages all reason and sense, it is of no authority to govern other cases—the gamekeeper had no right to kill the plaintiff's dog for following it. The plea does not even state that the hare was put in peril so as to induce any necessity for killing the dog in order to save the hare." I may here remark that the case relied upon in the present one by the counsel on each side. The defendants insisted that, from the latter part of the judgment, it was to be inferred that when the hare is put in peril, so as to induce a necessity for killing the dog in order to save it, the killing of the dog is justifiable. Mr. Cooper, for the plaintiff, relied upon the decision itself. He also contended that none of the other cases referred to on behalf of the defendant, applied to the present one. That the adoption by Gen. Wood of the defendant's act would be no justification for the defendant, inasmuch as Gen. Wood could not have authorised or justified even his gamekeeper in shooting the dog while trespassing, unless such gamekeeper were legally appointed, and the appointment registered in accordance with sect. 16 of the 1 & 2 Will. 4, c. 32. Moreover, that even if he could have justified the shooting of a dog in pursuit of a hare, he could not justify the shooting of a dog in pursuit of a rabbit. Without saying whether those arguments are sound or not, I am of opinion that as the wood in which the dog was shot was not a free warren or a park, all to which plea alone is attached the privilege that the owner or his servants may kill dogs that enter into them and there chase the game, neither General Wood nor the defendant would have been justified in shooting the dog, unless they could have shown it was the only way to save the life of the rabbit. *Vere v. Lord Caudor* is a direct authority for that, and that such is the law is still more clear from the case of *Janson v. Brown*, Camp. 41. In that case the action was for shooting a dog. Plea: that the dog was worrying and attempting to kill a fowl of the defendant's, and could not have otherwise been restrained from so doing; replication, that the defendant did it out of his own wrong without any such cause. It was proved by the defendant that just before the dog was shot, being accustomed to chase the defendant's poultry, he was worrying the fowl in question, and that he had not dropped it from his mouth above an instant when the gun was fired. Lord Ellenborough said that that would not make out the justification to establish which it was necessary that when the dog was shot he was in the very act of killing the fowl, and could not be prevented from effecting his purpose by any other means. Upon these authorities, and having regard to the evidence to which I have already adverted, the relative position of the dog and the rabbit in this case do not show that the destruction of the former was absolutely necessary for the preservation of the latter. Under those circumstances my judgment must be in favour of the plaintiff. As to the amount of damages, I consider 30s. sufficient, and award the same accordingly. With respect to the costs, inasmuch as the plaintiff knew the habits and character of his dog, and did not take any proper steps to prevent its hunting or otherwise trespassing on the grounds of others, as the dog itself had no sort of right to be on the grounds of the defendants, and as the plaintiff did not, before action brought, make any application to the defendant with reference to the case, I consider that the plaintiff is not entitled to any costs of the action, and there will, therefore, be no order as to them.

THE NEW BANKRUPTCY LAW.

NOTES OF NEW DECISIONS.

BANKRUPTCY IN IRELAND—CERTIFICATE—DETENTION IN COURT OF CERTIFICATE—PROTECTION FROM ARREST IN ENGLAND—COSTS OF ACTION COMMENCED BEFORE BANKRUPTCY—IRISH BANKRUPTCY ACT (20 & 21 VICT. c. 60).—An action on a promissory note was commenced on the 2nd Oct. 1868, against the defendant, who

pleaded, but did not appear at the trial on the 10th Dec., when a verdict was obtained by the plaintiff for the amount of his claim, and the costs were taxed on the 8th Jan. 1869. The defendant was adjudicated a bankrupt by the Irish Court of Bankruptcy on the 20th Nov. 1868 (the amount of the promissory note being included in his schedule of debts), and his certificate was signed on the 12th Jan. 1869, but was detained in court for a month in order that any creditor might appeal against its being granted. The defendant on the same day obtained an order of protection from arrest, which he produced on his arrest on the 13th Jan. for the amount of the verdict and costs: Held, that the certificate operated from the date of its execution, notwithstanding its detention in court for a month subsequently: Held, also, that the certificate operated as a discharge from arrest from the costs of the action as well as for the amount of the debt. *Maughan v. Vinesberg*, L. Rep. 3 C. P. 318, dissented from: (*Simpson v. Maravita*, 20 L. T. Rep. 275. Q. B.)

PAROCHIAL RATES.—The provisions of sect. 156 of the B. A. 1861, relating to parochial rates, apply to deeds of composition as well as to bankruptcy: (*Ex parte the parish of St. Andrew's Holborn*, 20 L. T. Rep. N. S. 281. Bank.)

BANKRUPTCY ACT 1861—SCHEDULE D.—ASSIGNMENT—TRUST—DEED—SOLICITOR.—Where a debtor is joined as co-plaintiff in a suit by a trustee of a creditors' deed under Schedule D. to the Bankruptcy Act 1861, he is entitled to have his name struck out, with costs against the solicitor, even though he may have given the solicitor an authority to take all such steps as might be necessary to enforce the contract: (*Fenton v. The Queen's Ferry Wire Rope Company*, 20 L. T. Rep. N. S. 297. V. C. M.)

Among the funds belonging to the different courts proposed by the Chancellor of the Exchequer to be transferred to the Consolidated Fund is the Bankruptcy Fund, called in technical language "The Account of the Accountant in Bankruptcy—Chief Registrar's Account." This consists of accumulations of unclaimed and undivided dividends and the funds of the late Insolvent Debtors' Court, which were transferred to the Court of Bankruptcy by the Act of 1861. The amount of this fund is, according to the last return made to Parliament, Oct. 11, 1868, 1,193,128l. 4s. The Bankruptcy Bill now before Parliament contains a provision by which all unclaimed dividends after five years shall be transferred to the Treasury. It is believed that provision will be made for the capitalisation of retiring pensions and annuities, subject to existing charges. The Chancellor of the Exchequer will from the Court of Bankruptcy alone receive an enormous sum, which will leave him a large margin to deal, or rather to play, with in future budgets.

THE GOVERNMENT BANKRUPTCY BILL.—A number of gentlemen connected with the Associated Chambers of Commerce had an interview with Sir E. P. Collier, the Attorney-General, at his rooms in the Court of Common Pleas, Westminster, on the subject of the Bill brought into the House by the hon. and learned gentleman to amend the law of bankruptcy. The deputation comprised Mr. Norwood, M.P., Mr. Morley, M.P., Mr. Whitwell, M.P., Mr. Sampson Lloyd, of Birmingham (chairman of the Associated Chambers); Mr. Hirst, of Leeds; Mr. Wills and Mr. Bruton, of Bristol; Mr. Russell (secretary of the Mercantile Law Amendment Society), Mr. Hole, and Mr. Hollins. They submitted a number of amendments which they proposed should be introduced into the Bill, with the view of assimilating the law of England with that of Scotland in the matter of bankruptcy. They pointed out to the honourable and learned gentleman that the effect of sect. 7 of clause 76, which gives the Bankruptcy Court power to annul bankruptcy in all cases where the assets do not reach 50l., would be that fraudulent bankrupts would commit all the offences mentioned in the penal clauses in order to reduce the value of their estate to a sum below the amount specified. The Attorney-General was so impressed with the representations made to him on this point that he agreed to strike out the clause. The deputation objected to the abolition of imprisonment for debt, which is one of the propositions of the Bill. The Attorney-General admitted that there was a good deal to be said on both sides of the question, and promised to reconsider the matter generally with regard to the recommendations of the deputation. The hon. and learned gentleman acknowledged the force of the arguments with which they were supported, and said he would carefully consider them before again bringing the Bill under the consideration of the House. The deputation thanked the hon. and learned gentleman and withdrew.

CORRESPONDENCE OF THE PROFESSION.

[NOTE.—This department of the LAW TIMES being open to free discussion on all professional topics, the Editor is not responsible for any opinions or statements contained in it.]

MESSES. LOCKWOOD AND CO.'S LEGAL WORK: "EVERY LAWYER'S OWN BOOK."—Messrs. Lockwood and Co.'s letter reminds me of the old rule, "Hang every man who cannot make an excuse." A more lame and unsatisfactory apology I never read. I fear your correspondent "M. E. S." will scarcely survive the attack made upon him for saying that the two books are identical; the fact being that the prefaces and introductions are different. That is to say, the publishers admit that the actual book itself, the legal work, is the same under both titles. Can it affect the question of fair dealing that what is not part of the book though bound up with it, but prefatory or introductory thereto, is made to correspond with the title? I am sorry to learn that so many members of the Profession have purchased this "Old Face with a new Mask." As to the "expressions of satisfaction," if any, it is a fact well known to many that such expressions are valueless unless they come from persons of competent judgment. The publishers, however, carefully avoid saying that they have had any such expressions of satisfaction; but leave it to be inferred. Very green would be the man who would draw the inference after reading Messrs. Lockwood's quibbling and disingenuous epistle. A MANAGING CLERK. Norwich, 24th April, 1869.

A RESPECTABLE COMMISSION AGENT.—I am unwilling to do any harm to your advertising columns, but I feel desirous of warning those not so old and experienced as myself against the traps laid by commission agents for a per centage in transacting partnership and other matters. In January last I answered an advertisement which seemed to me *bona fide*, although I could not find the person's name in the Law List; but when the reply came I saw at once who he was, and took no notice of it, the more so as I was asked to sign my name over a sixpenny stamp upon the form sent, to pay 5 per cent. for any business transacted. Afterwards came another letter offering a partnership on the previous terms, and then the following, to neither of which did I make any reply:—"Will you please to explain why you have drawn me into a correspondence and withdrawn in the unbusiness-like manner you have. I expect a satisfactory reply, as my time is of too much value to be trifled with. I act *bona fide* myself, and expect other men to reciprocate in a similar spirit." Not being satisfied with my silence, there came a fourth letter, to which I made the following reply:—"Mr. W. was not aware he was addressing a mere commission agent in January last, or he would not then have wasted a penny, and he only wastes another to let Mr. J. know that in any change he may make he will only deal with respectable principals." This came back by return of post, crossed as follows, in respect of which neither to young nor old, inexperienced or unwary, need any comment. I think, be added:—"Insolent, narrow-minded enob, for none but a snob would presume to act the ass and blackguard as this dirty lawyer has; but he must be senseless, and that pleads pity for the poor devil." W.

NOTES AND QUERIES ON POINTS OF PRACTICE.

[N.B.—None are inserted unless the name and address of the writers are sent, not necessarily for publication, but as a guarantee for *bona fides*.]

Queries.

1. DECREE IN ABSENCE.—Can any of your numerous readers inform me if a "decree in absence" obtained under sect. 6 of 30 & 31 Vict. c. 96, can be carried into force in England, and if so what is the process? Ought not the action to have been brought where the defendant resides (and not the plaintiff), seeing that defendant has no effects in Scotland? Sect. 19 (which is incorporated in the above Act) of 1 Vict. c. 41, says "that any decree obtained under that Act may be enforced, where competent against the person or effects of any party in any other county, as well as in the county where the decree is issued." Does not this mean county in Scotland only? I think neither of the above Acts are applicable to England, and a decree in absence obtained in Scotland cannot be carried out here. If any of your correspondents would oblige me with their opinions I should be glad. DUBUIS.

2. COVENANT TO REPAIR IN LEASE.—Will any of your readers inform me what repairs A. B. is liable to make, under the following covenant. "And the said A. B. doth hereby for himself, his heirs, executors, and administrators, covenant, promise and agree, with the said C. D., his heirs, and assigns, that he the said A. B. his executors, administrators, and assigns, shall and will at his and their own costs and charges, from time to time, and at all times hereafter, during the continuance of the term hereby created, keep all and every, the exterior and interior parts of the said demised messuage

or dwelling-house, buildings, hereditaments and premises, in as good, substantial and tenantable order, repair, and condition, in all respects as the same are now in, damage by accidental fire alone excepted. And excepting always that under this covenant the said A. B. shall not be or be held liable to repair or make good any damage or injury (if any) that may happen or arise to the said demised premises, from the natural decay thereof, or the original imperfect or bad building, or construction thereof." There is no clause empowering the lessor to view the state of repairs, the roof however appears in a very bad plight. The lease was made in 1852 for twenty-one years, and it is presumed that very few (if any) repairs have been done during that time. H. B.

Answers.

(Q. 109.) TRANSFER OF MORTGAGE.—If the legal estate be in the infant heir, which may not be the case, it cannot of course, be transferred to C, without the assistance of the Court of Chancery. Whether C. may be advised to leave the legal estate outstanding, until the heir come of age, I cannot tell without knowing all the circumstances of the case; but it is not unlikely that such a course, which would save considerable expense, would be feasible. I presume that one effect of the probable passing of Mr. Locke King's Bill for distribution of the real estate of intestates will be, that mortgagors redeeming, or transferees, will be saved the expense of applying to the Court of Chancery for vesting orders where there are infant heirs, as both the legal and equitable estate will for the future be vested in the executor or administrator. M. E. S.

(Q. 110.) POWER OF LEASING.—I assume that the contract for a lease was within the power, and that D. has not been guilty of laches. In that case, if D. files a bill against A. his mortgagee, and the purchasers of the equity of redemption of his life estate, specific performance will be decreed, and the lease thus obtained will be binding on the remainderman. It appears to be now settled, though the point was long undecided, that during the existence of a mortgage, a tenant for life may, with the concurrence of the mortgagee, exercise a power of leasing; and the rule that a power to lease is destroyed by a conveyance of the whole life estate, on the principle that a man cannot derogate from his own grant, does not apply here, for the contract was in itself a defective execution of the power, of which the purchaser had notice, and after which a conveyance of the whole estate does not place the remainderman in a better position than if the life estate had been determined by A.'s death. See *Sugden on Powers*, 57, 58, 6th edit.; *Coote on Mortgages*, 562, 572; *Shannon v. Bradstreet*, 1 Sch. & Lf. 52. M. E. S.

(Q. 111.) CONVEYANCE—NUISANCE.—C. cannot cut off B.'s sewerage. (*Ewart v. Cochrane*, 7 Jur. N.S., 925; *Pier v. Carter*, 1 H. & N., 922. See also *Moreland v. Cook*, 37 L. J. 825, Ch. in which *Pier v. Carter* was followed in spite of Lord Westbury's judgment in *Suffield v. Brown*, 9 L. T. Rep. N.S. 627.) But B. must contribute to the expense of maintaining the drain and cesspool, as the burden of repair is imposed upon the owner of the dominant, and not of the servient tenement. I do not, however, think that B. can be called upon to help in the cleansing of the cesspool. The case would not have been affected had the clause in B.'s conveyance been merely "to use all drains." I presume that the expression "a simple conveyance" in contradistinction to the conveyance to B. means that in C.'s case there were no reservations from the grant, and that the existence of B.'s easement was not alluded to. M. E. S.

(Q. 113.) TRUSTEES.—Did not C. covenant to surrender to D., E., and F. on their appointment as new trustees? If he did, as must have been the case if the appointment was properly made, *cadet questio*. But in any case, if C. choose to surrender to any other than the new trustees (why should he? who would take a surrender from him under the circumstances?) It would certainly be a breach of trust, and he would be answerable for the consequences. If C. die without having surrendered his heirs will be admitted, and will have to surrender to the new trustees. There will be no escheat. See as to this *Lewin on Trusts*, 200; and 13 & 14 Vict. c. 60, s. 15. M. E. S.

LEGAL OBITUARY.

THOMAS CHUBB, ESQ.

We have to record the death of Mr. Thomas Chubb, solicitor and deputy high steward of the borough of Malmesbury. Mr. Chubb commenced his career in Malmesbury in 1819, just half a century ago, and during a long and successful professional life (in fact until from failing health he was obliged, some three years ago, to relinquish active practice) he has sustained a reputation for skill and integrity second to none in the county. In addition to the important public offices above mentioned, he was Steward of the Hundreds and Registrar of the County Courts, which latter office he held by virtue of his original position as judge of the old Court of Payments. In all these, and various minor offices, Mr. Chubb has long been a valuable public servant, and his genial, kindly disposition has endeared him to a very large circle of friends, who will greatly deplore his loss. Among his professional brethren he was a universal favourite, and in matters of litigation his name was always a guarantee for fair and honourable conduct as well as consummate skill. Mr. Chubb belonged to a class of men peculiar to a by-gone age, and was an admirable representative of the able, genial, kind-hearted country attorney, with silver snuff-box and spotless shirt-frill, and equally spotless character. Most of his contemporaries have gone before him, but the few who remain will have a pleasing recollection of professional

intercourse long gone by, for few legal firms of eminence in either of the two counties had not at some time had occasion to bear testimony to his ability and kindness of heart. He was buried in the family vault in Malmesbury Abbey. He was followed to the grave by a large procession, the coffin being preceded by Dr. Salter, the physician of the deceased, the Rev. W. Coles, the clergyman of the parish of Westport, in which the deceased's house was situated, and others. The pall was borne by Thomas Luce, Esq., late M.P. for the borough, and Messrs. Handy, Jones, and Forrester, solicitors of the town, and the mourners were his two sons, Thomas Henry Chubb, Esq., churchwarden of the abbey, Malmesbury, William Chubb Esq., the newly elected churchwarden of St. Mary-lebone, several grandchildren, and other relatives, including John Messent, Esq., Hinde-street, and Joseph Reynolds, Esq., Mayor of Gloucester, and the aldermen and twelve capital burgesses of the borough.

LAW SOCIETIES.

METROPOLITAN AND PROVINCIAL LAW ASSOCIATION.

Proceedings at the Twenty-second Annual General Meeting, held at the Incorporated Law Society's Hall, on Wednesday, April 21, 1869.

The chair was taken by Mr. Edward Lawrance.

The secretary read the report and the annual balance sheet.

1. Resolved, on the motion of the chairman, "That this association extremely regrets to observe the announcement of the Chancellor of the Exchequer in last night's debate of his intention to recommend the Government to suspend all further proceedings towards the erection of the Courts of Justice on the Carey-street site. That this association deprecates the threatened recall of the Royal Commission, thus depriving the public, at this juncture, of the services of the eminent members of that body; and also deprecates the great delay which a change of site would involve in providing proper courts and offices for the transaction of the legal business of the nation. That the report of the committee of management be adopted, and that it be printed and circulated in the usual way.

2. Resolved, on the motion of Mr. N. Gedyo, seconded by Mr. W. J. Fraser, "That the cordial thanks of the association be presented to the committee of management for their labours during the past year."

3. Resolved, on the motion of Mr. Avison, of Liverpool, seconded by Mr. Stephen Williams, "That the following members of the association be elected chairman, deputy chairman, and members of the committee of management for the ensuing year, viz.:

Chairman.—Mr. Edward Lawrance. *Deputy-Chairmen*.—Mr. J. F. Beever, Manchester; Mr. E. Benham, Metropolitan Solicitors.—Mr. E. S. Bailey, Mr. J. Beaumont, Mr. E. Benham, Mr. E. Bromley, Mr. E. F. Burton, Mr. Henry C. Chilton, Mr. J. M. Clabon, Mr. W. S. Cookson, Mr. W. Crossman, Mr. J. G. Dobinson, Mr. Charles Druce, Mr. E. W. Field, Mr. H. J. Francis, Mr. A. Hemsley, Mr. John Hopgood, Mr. T. Kennedy, Mr. Edward Lawrance, Mr. C. E. Lewis, Mr. C. H. Lovell, Mr. J. A. Rose, Mr. W. Shaen, M.A., Mr. C. F. Tagart, Mr. J. S. Torr, Mr. C. R. Williams, Mr. S. Williams, Mr. John Young.

Provincial Solicitors.—Mr. E. T. Payne, Bath; Mr. T. F. Champney, Beverley; Mr. Arthur Ryland, Birmingham; Mr. J. Rawlins, Birmingham; Mr. G. J. Johnson, Birmingham; Mr. G. P. Hill, Brighton; Mr. R. Upperton, Brighton; Mr. A. Cox, Bristol; Mr. L. Fry, Bristol; Mr. H. S. Wasbrough, Bristol; Mr. T. Wilkinson, Canterbury; Mr. H. T. Sankey, Canterbury; Mr. John Nanson, Carlisle; Mr. T. Coombs, Dorchester; Mr. Herbert New, Evesham; Mr. H. W. Hooper, Exeter; Mr. R. T. Brockman, Folkestone; Mr. John Burrup, Gloucester; Mr. William Henry Moss, Hull; Mr. R. E. Wells, Hull; Mr. S. B. Jackaman, Ipswich; Mr. H. Saunders, Kidderminster; Mr. John Sharp, Lancaster; Mr. A. S. Field, Leamington; Mr. Robert Barr, Leeds; Mr. John Bulmer, Leeds; Mr. J. W. H. Richardson, Leeds; Mr. T. Ingram, Leicester; Mr. S. Stone, Leicester; Mr. G. Toller, Leicester; Mr. T. Avison, Liverpool; Mr. E. Banner, Liverpool; Mr. R. A. Payne, Liverpool; Mr. W. Radcliffe, Liverpool; Mr. J. Rayner, Liverpool; Mr. F. D. Lownds, Liverpool; Mr. J. Case, Maidstone; Mr. J. P. Aston, Manchester; Mr. J. F. Beever, Manchester; Mr. J. Crossly, Manchester; Mr. S. Heelis, Manchester; Mr. J. Janion, Manchester; Mr. W. H. Partington, Manchester; Mr. James Street, Manchester; Mr. G. Thorley, Manchester; Mr. John Clayton, Newcastle-upon-Tyne; Mr. R. R. Dees, Newcastle-upon-Tyne; Mr. G. W. Hodge, Newcastle-upon-Tyne; Mr. T. Scriven, Northampton; Sir W. Foster, Bart., Norwich; Mr. William Skipper, Norwich; Mr. R.

Enfield, Nottingham; Mr. W. Hunt, Nottingham; Mr. Joseph Peers, Ruthin; Mr. E. P. Kelsey, Salisbury; Mr. J. Broughall, Shrewsbury; Mr. C. E. Deacon, Southampton; Mr. S. Alcock, Jun., Sunderland; Mr. E. J. Hayes, Wolverhampton; Mr. T. M. Whitehouse, Wolverhampton; Mr. C. Pidcock, Worcester; Mr. J. Stallard, Worcester; Mr. W. Beaumont, Warrington; Mr. G. Lewis, Wrexham; Mr. George Leeman, M.P. York; Mr. G. H. Seymour, York; Mr. W. Walker, York.

4. Resolved, on the motion of Mr. E. Benham, seconded by Mr. C. F. Tagart, "That the best thanks of the association be presented to Mr. J. Morris and Mr. C. A. W. Smith, of Greenwich, for their services as auditors, and that they may be requested to accept the same office for the ensuing year."

5. Resolved, on the motion of Mr. J. S. Torr, seconded by Mr. W. J. Fraser, "That the best thanks of the association be presented to the Council of the Incorporated Law Society, for the corlial co-operation they have afforded to the committee of management during the past year, and for their courtesy in lending one of their rooms for the purpose of this meeting."

6. Resolved, on the motion of Mr. Street, of Manchester, seconded by Mr. Avison, "That the best thanks of this meeting be presented to Mr. Edward Lawrence for his services during the past year, and for his able conduct in the chair this day."

The meeting concluded with a vote of thanks to the secretary, which was moved by the chairman and seconded by Mr. Street.

PHILIP RICKMAN, Secretary.

LAW STUDENTS' DEBATING SOCIETY.

At the meeting of this society at the Law Institution, Chancery-lane, on Tuesday evening last, Mr. Austin in the chair, the question discussed was, "A bill of exchange was drawn in France upon, and accepted by, A. in London. The bill was indorsed in France, but not so as to convey to the indorsee according to the French law, any property in or right to, sue upon, the bill there in his own name. Is A. liable to an action in this country at the suit of the indorsee?" Mr. Hargreaves opened in the affirmative, and the society so decided, by a majority of eight. Two new members were elected.

LIVERPOOL LAW STUDENTS' DEBATING SOCIETY.

The eighth meeting of the session was held on the 16th April, Mr. Temple presiding. The subject for discussion was No. 24, legal. A. contracted with B. to supply and erect machinery in B.'s warehouse, for a fixed price, payable when the contract should be completed. After part had been supplied and erected, the warehouse and machinery were destroyed by fire. Is A. entitled to recover anything from B.? Mr. S. B. Smith opened in the affirmative; but the question was ultimately carried in the negative by a large majority. A committee of five members was appointed to consider the rules.

WILLIAM APPLETON, Hon. Sec.

ARTICLED CLERKS' SOCIETY.

At a meeting of this society, held on Wednesday last, in the hall of the Honourable Society of Clement's-inn, with Mr. J. C. Barnard in the chair, Mr. J. Horton Dyer moved, "That if the disestablishment and disendowment of the Irish Church be desirable, there is nothing in the Act of Union or in the Coronation oath that can fairly stand in the way." After an animated and lengthy discussion the motion was carried by a majority of four.

PROMOTIONS & APPOINTMENTS

[N.B.—Announcements of appointments being in the nature of advertisements, are charged 2s. 6d. each for which postage stamps should be inclosed.]

The Lord Chief Justice Bovill has appointed Mr. Charles Colyer, of No. 8, Furnival's-inn, London, and of Blackheath, to be a Perpetual Commissioner for taking the Acknowledgments of Deeds by Married Women for the City of London, the counties of Middlesex and Kent, and the City and Liberties of Westminster.

The Right Honourable Sir Wm. Bovill, Chief Justice of Her Majesty's Court of Common Pleas at Westminster, has appointed Edwin Force, of the city of Exeter, gentleman, to be a Perpetual Commissioner for taking Acknowledgments of Deeds of Married Women in and for the county of Devon and city of Exeter.

Mr. John Fisher, late of Masham, Yorkshire, but now of Windermere, has been appointed to the offices of Registrar of the County Court of Westmoreland, holden at Ambleside, Clerk to the Magistrates, Clerk to the Bowness Local Board, Clerk to the Ambleside Sewer Authority, and Clerk to the Bowness Burial Board, in the place and stead of Mr. John Hirst Taylor, resigned.

THE COURTS & COURT PAPERS.

CHANCERY ORDER.

April 20, 1869.

Whereas, by the 5th of the Consolidated Orders of this court, rule 6, it is provided that the Lord Chancellor may, from time to time, by special order, direct the offices to be closed on days other than those mentioned in the 1st rule of the said order; and whereas Wednesday, the 2nd June next, has been appointed for the celebration of Her Majesty's birthday; and such event has been heretofore observed as a general holiday in the several offices of this court, His Lordship, doth therefore order, that the several offices of this court be closed on Wednesday, the 2nd June next; and that this order be entered and set up in the several offices of this court.

HATHERLEY, C.

VICE-CHANCELLOR'S COURTS.

Friday, April 23.

(Before Vice-Chancellor MALINS.
BUSINESS OF THE COURT.)

In consequence of several unopposed petitions having been called and not responded to, and such petitions being afterwards mentioned,

His Honour observed upon the inconvenience to the court thereby occasioned, and upon the suggestion of Mr. Glasse, Q.C., and Mr. Cole, Q.C., said that, in future, after the petition list had been gone through, and the unopposed petitions called, he should ask if there were any others unopposed, and then take them; but when, after that, the opposed list was once commenced, no petition would be taken out of its turn on the ground that it was unopposed.

THE GAZETTES.

Professional Partnership Dissolved.

BRIGGS, WILLIAM, and CRANCH, RICHARD, attorneys, Nottingham, April 13.

Bankrupts.

Gazette, April 23.

To surrender at the Bankrupts' Court, Basinghall-street.

BARNARD, HANNAH, baker, Leigh. Pet. April 17. O. A. Stansfeld. Sol. Medcalf, Gresham-bldgs. Sur. May 10.

BOTTOMLEY, ALBERT DAVID, hatterman, Gracechurch-st. Pet. April 20. Reg. Brougham. O. A. Stansfeld. Sol. Kimberley, Scott's-yd, Bush-la. Sur. May 10.

BRANT, REUBEN, grocer's assistant, Fenge. Pet. April 2. Reg. Peppys. O. A. Parkyns. Sol. Vant, Leadenhall-st. Sur. May 7.

CATTELL, R. RALPH, baker, Bromley. Pet. April 13. Reg. Peppys. O. A. Parkyns. Sol. Rasthedge, Carter's-lane, Doctors' commons. Sur. May 5.

CHARIG, SAMUEL, tailor, Somerset-st. Pet. April 19. O. A. Stansfeld. Sol. Lewis Hackney-rd. Sur. May 10.

CHURCH, JOHN, A. PATERSON, travelling draper, Great Yarmouth. Pet. April 16. Reg. Murray. O. A. Parkyns. Sur. May 24.

DAWSON, JOSEPH, builder, Fulham New-town. Pet. April 20. Reg. Peppys. O. A. Parkyns. Sol. Godden, Fenchurch-st. Sur. May 5.

DEAN, JOSEPH, fruit dealer, Farringdon-market. Pet. April 17. Reg. Brougham. O. A. Stansfeld. Sol. Watson, Basinghall-st. Sur. May 10.

FENNEL, NOAH, stonemason, Round-rd, Bermondsey. Pet. April 19. O. A. Stansfeld. Sol. Hewitt, Nicholas-la. Sur. May 10.

FITCH, WILLIAM, brawn manufacturer, Bridge-st, Regent-st, Mile-end-rd. Pet. April 19. O. A. Stansfeld. Sol. Grout, Suffolk-la, Cannon-st. Sur. May 10.

FORBES, ARCHIBALD, printer, Charleswood-st, Fimlico, and Clyde-house, Burslem. Pet. April 19. Reg. Peppys. O. A. Graham. Sol. Butterfield, Carey-la, General Post office. Sur. May 7.

FRANCIS, JOSEPH THOMAS, bootmaker, Tottenham. Pet. April 16. Reg. Murray. O. A. Parkyns. Sur. May 24.

GARKE, JOHN, estate agent, Grosvenor, and Abchurch-lane, Commercial-rd east. Pet. April 19. O. A. Stansfeld. Sol. Widdowby and Cox, Clifford's-inn. Sur. May 10.

GARNER, JOSEPH, publican, Halifax-st, Mile-end New-town. Pet. April 21. Reg. Roche. O. A. Parkyns. Sol. Halgh, Jun., King's-lane, Mile-end. Sur. May 7.

GLADSTONE, THOMAS MURRAY, consulting engineer, York-chambers, Adelphi. Pet. April 14. Reg. Brougham. O. A. Stansfeld. Sol. Watson, Basinghall-st. Sur. May 3.

JOURNET, JULES, cabinet maker, Westcott-pl west, Hammer-smith. Pet. April 16. Reg. Murray. O. A. Parkyns. Sur. May 24.

KENT, EDWARD HENRY, baker, High-st, Homerton. Pet. April 19. Reg. Peppys. O. A. Graham. Sol. Dobson, Coleman-st, Mile-end. Sur. May 7.

KING, GEORGE, formerly victualler, Blackstone-rd, Dalston. Pet. April 21. O. A. Stansfeld. Sol. Eagleton and Co., Newgate-st. Sur. May 10.

MAIR, WILLIAM HUGH, salesman, Stockwell. Pet. April 15. Reg. Peppys. O. A. Graham. Sol. Schultz, Dyer's-bldgs, Holborn. Sur. May 7.

MEPSTEAD, WILLIAM HENRY (trading as Brown, Brown, and Co.), wine merchant, Chatham. Pet. April 19. Reg. Peppys. O. A. Graham. Sol. Weatherhead, Coleman-st. Sur. May 7.

MOORE, NATHANIEL, clerk, Sultan-st, Camberwell. Pet. April 16. Reg. Peppys. O. A. Graham. Sol. Ratier, Synmond's-inn, Chancery-lane. Sur. May 7.

MOSES, ZACHARIAH, general dealer, Cutler-st. Pet. April 19. Reg. Roche. O. A. Parkyns. Sol. Halgh, Jun., King-st, Cheap-side. Sur. May 7.

NOYCE, THOMAS, carrier, Shoreditch. Pet. April 16. Reg. Murray. O. A. Parkyns. Sur. May 24.

O'DONOHUE, JOHN, general shopkeeper, Stanhope-st, Clare-market. Pet. April 20. Reg. Peppys. O. A. Graham. Sol. Kimberley, Scott's-yd, Bush-la. Sur. May 7.

PAOR, WILLIAM BRIDGEWATER, jun., corn merchant, Southampton. Pet. April 21. O. A. Stansfeld. Sols. Stoken and Jupp, Leadenhall-st. Sur. May 10.

PARKER, ROBERT, woollen draper, late Sarbiton and Bishopsgate-st. Pet. April 16. Reg. Murray. O. A. Parkyns. Sur. May 24.

PATMORE, WILLIAM, beer-shop keeper, Gun-la, Limehouse. Pet. April 20. Reg. Roche. O. A. Parkyns. Sol. Kimberley, Scott's-yd, Bush-la, Cannon-st. Sur. May 5.

ROBINSON, FREDERICK WILLIAM, auctioneer, Jewry-st, and Winchester. Pet. April 15. Reg. Murray. O. A. Parkyns. Sols. Paterson, Sons, and Garner, Bouvierie-st, Fleet-st, agents for Mackey, Southampton. Sur. May 3.

ROBINSON, WILLIAM HENRY, esquire, Dover. Pet. Nov. 23. O. A. Stansfeld. Sols. Ellis and Kimber, Gresham-house, Old Broad-st. Sur. May 12.

SMITH, EDWARD SPENCER (known as Edward Swanborough), refreshment-room keeper, Brompton-rd, and Strand. Pet. April 19. Reg. Murray. O. A. Parkyns. Sol. Kent, Cannon-st. Sur. May 3.

SUTTER, HENRY WILLIAM, baker, Stockwell. Pet. April 21. Reg. Roche. O. A. Parkyns. Sol. Weatherhead, Coleman-st. Sur. May 5.

TITTERTON, WILLIAM JOSEPH, out of business, Witney. Pet. April 20. Reg. Peppys. O. A. Graham. Sols. Shaw and Co., Gray's-inn, 40, for Lee, Witney. Sur. May 5.

WHALE, RICHARD, foreman to a builder, Christchurch-st, Chelsea. Pet. April 20. Reg. Roche. O. A. Parkyns. Sols. Miller and Stubbs, Eastcheap. Sur. May 5.

WHITEMAN, WILLIAM, builder, Cemetery-rd, Queen's-rd, Peckham. Pet. April 17. Reg. Peppys. O. A. Graham. Sol. Watson, Basinghall-st. Sur. May 7.

WIGG, GEORGE, leather dealer, Colchester. Pet. April 21. Reg. Murray. O. A. Parkyns. Sols. Lewis, Munns, and Co., Old Jewry, agents for Smythies, Goody, and Son, Colchester. Sur. May 5.

YEO, RICHARD WILLIAM, supernumerated clerk, late West-st, Battersea. Pet. April 15. Reg. Peppys. O. A. Graham. Sur. May 10.

To surrender in the Country.

APPLETON, JAMES, moulder, Widnes. Pet. April 20. Reg. O. A. Ansell. Sol. Swift, St. Helen's. Sur. May 5.

ARMSTRONG, JOSEPH, tailor, Cook-st, Pet. April 5. Reg. Gibson. O. A. Laidman. Sols. Hoyle, Shipley, and Hoyle, Newcastle. Sur. May 3.

ASHWORTH, GEORGE, cotton dealer, Levenshulme. Pet. April 14. Reg. Fardell. O. A. McNeill. Sur. May 12.

BAB, RICHARD, hotel dealer, Col. Sur. May 12.

BAGNALL, RICHARD, huckster, Burton-on-Trent. Pet. April 19. Reg. O. A. Hubbersty. Sol. Wilson, Burton-on-Trent. Sur. May 3.

BECKINGHAM, GEORGE, railway contractor, Bodfarry. Pet. April 13. Reg. O. A. Edwards. Sol. Davies, Holywell. Sur. April 25.

BELK, VINCENT, beer-house keeper, Westwoodside. Pet. April 17. Reg. O. A. Burton. Sol. Bladen, Gainsborough. Sur. May 11.

BUTTON, EDMUND GELB, labourer, Winterton. Pet. April 19. Reg. O. A. Brown. Sols. Nowell and Priestley, Barton-on-Humber. Sur. May 7.

CARTER, H. ANNE, labourer, Shillington. Pet. April 16. Reg. O. A. Willoughby. Sol. White, Northampton. Sur. May 5.

CLARKE, DAVID MOORE, baker, Lincoln. Pet. April 19. Reg. O. A. Uppeley. Sol. Dale, Lincoln. Sur. May 5.

CLARKE, EDWARD, beer-house keeper, Manchester. Pet. April 14. Reg. O. A. McNeill. Sur. May 12.

CLOUGH, ROBERT, omnibus driver, Manchester. Pet. April 14. Reg. O. A. Marshall. Sol. Pullan, Leeds. Sur. May 6.

CRIGHTON, JOHN SHAW, draper, Bishopwearmouth. Pet. April 20. Reg. Gibson. O. A. Laidman. Sol. Robinson, Sunderland. Sur. May 12.

CRISP, WILLIAM HENRY, farm steward, Sedgford. Pet. April 19. O. A. Partridge. Sol. Nurse, King's Lynn. Sur. May 4.

DAMONEY, JOHN, cattle dealer, Ingleton. Pet. April 16. Reg. O. A. Roper. Sol. Robinson, Settle. Sur. May 4.

DANIEL, GEORGE DANIEL, journeyman fishmonger, Ipswich. Pet. April 17. Reg. O. A. Pretzman. Sol. Jennings, Ipswich. Sur. May 11.

DAVIES, REES, iron merchant, Merthyr Tydfil. Pet. April 21. Reg. O. A. Russell. Sol. Rosser, Aberdare. Sur. May 3.

DENNIS, DANIEL, fancy box maker, Birmingham. Pet. April 16. Reg. Guest. Sur. May 14.

DUGDALE, THOMAS, accountant, Darlington. Pet. April 19. Sol. Stevenson, Darlington. Sur. May 5.

EACHUS, GEORGE, butcher, Northwich. Pet. April 14. O. A. Turner. Sur. May 5.

EDWARDS, RICHARD, farmer, Gwyndy. Pet. April 21. O. A. Turner. Sol. Grimmer, Liverpool. Sur. May 5.

ELWOOD, GEORGE HENRY, publican, Cambridge. Pet. April 20. Reg. O. A. Elwood. Sol. Ellison, Cambridge. Sur. May 5.

EYANS, JOHN, grocer, Aberystwyth. Pet. March 18. Reg. O. A. Lloyd. Sur. May 12.

EVERSFIELD, EDWARD, grocer, Tonbridge. Pet. April 19. Reg. O. A. Aloyne. Sol. Palmer, Tonbridge. Sur. May 1.

GODFREY, JOHN, grocer, Wolverhampton. Pet. April 30. Reg. O. A. Brown. Sol. Ward, Wolverhampton. Sur. May 10.

GOULD, JOHN, sinker, Kingswinford. Pet. April 19. Reg. O. A. Harward. Sol. Clulow, Brierley-hill. Sur. May 7.

GREEN, ALFRED, out of business, Birmingham. Pet. April 16. Reg. O. A. Green. Sur. May 14.

HAIN, THOMAS, beer-seller, Linsley. Pet. April 17. Reg. O. A. Jones. Sol. Sykes, Huddersfield. Sur. May 7.

HARDY, JOHN, out of business, Tow Law, Co. Durham. Pet. April 21. Reg. O. A. Greenwell. Sol. Salkeld, Durham. Sur. May 5.

HARPER, ROBERT, provision dealer, Sheffield and Newcastle. Pet. April 19. Reg. Gibson. O. A. Laidman. Sols. Keenlyside and Forster, Newcastle. Sur. May 3.

HARRIS, CHARLES, baker, late Birkdale and Tramere. Pet. April 21. Reg. O. A. Ward. Sol. Downham, Birmingham. Sur. May 7.

HARWOOD, EDWIN, groom, Bridgewater. Pet. April 20. Reg. O. A. Lovibond. Sol. Vessey, Bridgewater. Sur. May 3.

HAYES, JOHN, corn factor, Leeds. Pet. April 20. O. A. Young. Sol. Simpson, Leeds. Sur. May 3.

HAZLEWOOD, JAMES, blacksmith, Birmingham. Pet. April 19. Reg. O. A. Guest. Sol. Gem, Birmingham. Sur. May 14.

HERBOD, THOMAS, and FLETCHER, JAMES, wheelwrights, Somerset. Pet. April 19. Reg. O. A. Hubbersty. Sol. Cursham, Mansfield. Sur. May 6.

HICKIN, HENRY, baker, Tipton. Pet. April 19. Reg. O. A. Walker. Sol. Bowen, Bilston. Sur. May 6.

HORTON, ALFRED, machine cooper, Sheffield. Pet. April 19. Reg. O. A. Kinnear. Sols. James and Griffin, Birmingham. Sur. May 5.

HUGHES, ROBERT, grocer, Denbigh. Pet. April 20. Reg. O. A. Edwards. Sol. Becham, Denbigh. Sur. May 6.

JAMES, JOHN, printer, Norwich. Pet. April 20. Reg. O. A. Fick. Sol. Eccles, Sur. May 5.

JAMES, THOMAS, wood sawyer, Nottingham. Pet. April 19. Reg. O. A. Patchett. Sol. Belk, Nottingham. Sur. May 19.

JONES, JOHN, innkeeper, Tynnewydd. Pet. April 19. Reg. Wilde. O. A. Acraman. Sols. Dalton and Spencer, Cardiff, and Henderson and Salomon, Bristol. Sur. May 3.

JONES, LEWIS, grocer, Treherbert. Pet. April 20. Reg. Wilde. O. A. Acraman. Sols. Thomas, Neath, and Abbott and Leonard, Bristol. Sur. May 3.

JONES, THEOPHILUS, retailer of beer, Pontypool. Pet. April 16. Reg. O. A. Edwards. Sols. Greenway and Bytheway, Pontypool. Sur. May 3.

KESSELRING, ALBERT, commission merchant, Manchester. Pet. April 20. Reg. Fardell. O. A. McNeill. Sol. Worsley, Manchester. Sur. May 4.

LUCAE, MARY ANN, grocer, Pool. Pet. April 12. O. A. Carrick. Sols. Messrs. Roscorla, Penzance; and Terrell and Petherick, Exeter. Sur. May 4.

METTERS, HENRY, butcher, Everton. Pet. April 15. Reg. O. A. Hine. Sur. May 3.

MOSLEY, GEORGE, beer-house keeper, Sheffield. Pet. April 22. Reg. O. A. Wake and Rodgers. Sol. Micklethwaite Sheffield. Sur. May 12.

MOULE, ISAAC, blacksmith, Chulmeich. Pet. April 17. Reg. O. A. Cross. Sol. Shapland, South Molton. Sur. May 15.

NICHOLLS, EDWARD, grocer, Sittingbourne. Pet. April 17. Reg. O. A. Hills. Sol. Willis, Sittingbourne. Sur. May 5.

NICHOLSON, JOSEPH, corn dealer, Barrow-in-Furness. Pet. April 19. Reg. Fardell. O. A. McNeill. Sols. Cobbett, Wheeler, and Co., Manchester. Sur. May 5.

POTTER, WILLIAM, tailor, Middlesbrough. Pet. April 20. O. A. Young. Sols. Brewster and Stubbs, Middlesbrough; and Simpson, Leeds. Sur. May 3.

RATCLIFFE, JAMES, and RATCLIFFE, JOHN, machine makers, Leeds. Sur. May 3.

REES, THOMAS, chemist, Merthyr Tydfil. Pet. April 10. Reg. Wilde. O. A. Acraman. Sols. Fussell and Pritchard, Bristol. Sur. May 3.

ROW, HENRY, butcher, Reading. Pet. April 20. Reg. O. A. Collins. Sol. Smith, Reading. Sur. May 8.

SCANLON, CHARLES, managing barman, Leek. Pet. April 19. Reg. O. A. Allen. Sols. Higginbotham and Barclay, Macclesfield. Sur. May 3.

SHOTTON, WILLIAM JOHN, architect, Sunderland. Pet. April 21. Reg. Gibson. O. A. Laidman. Sol. Steel, Sunderland. Sur. May 3.

SMITH, WADE HAMPTON, and SMITH, WILLIAM HAMILTON, ironmasters, Tipton. Pet. April 21. Reg. Tudor. O. A. Kinnear. Sols. James and Griffin, Birmingham. Sur. May 7.

SOLOMON, MARY ANN, and SOLOMON, JOSEPH GEORGE, stationers, Birmingham. Pet. April 14. Reg. Hill. O. A. Kinnear. Sols. James and Griffin, Birmingham. Sur. May 4.

SPOON, WILLIAM, plumber, Manchester. Pet. March 17. Reg. O. A. Kay. Sur. May 5.

STEEL, RICHARD, draper, Little Bytham. Pet. April 20. Reg. O. A. Bell. Sol. Law, Stamford. Sur. May 11.

STEVENSON, WILLIAM, victualler, Wednesday, Pet. April 21. Reg. Hill. O. A. Kinnear. Sols. James and Griffin, Birmingham. Sur. May 5.

STUBBS, JOHN WATERS, butcher, North Somercotes. Pet. April 21. Reg. O. A. Waite. Sol. Summers, Hull. Sur. April 30.

SWAIN, JOHN, cooper, Brierley, Boston. Pet. April 19. Reg. O. A. Standford. Sol. Rex, Lincoln. Sur. May 5.

SWINDELLS, JOSEPH, innkeeper, Buxworth. Pet. April 20. Reg. Macne. O. A. McNeill. Sol. Fox, Manchester. Sur. May 7.

TILLY, WILLIAM, bookkeeper, Newark. Pet. April 20. Reg. O. A. Newton. Sol. Ashley, Newark. Sur. May 5.

TUNSTALL, RICHARD, bootmaker, Liverpool. Pet. April 15. Reg. O. A. Hime. Sur. May 8.

VALENTINE, THOMAS, basket maker, Little Bolton. Pet. April 20. Reg. O. A. Holden. Sols. Edge and Dawson, Bolton. Sur. May 12.

VERNON, THOMAS, journeyman ivory button toolmaker, Birmingham. Pet. April 14. Reg. O. A. Guest. Sol. East, Birmingham. Sur. May 14.

WALSTER, JEREMIAH, draper, Mansfield. Pet. April 20. Reg. Tudor. O. A. Harris. Sol. Micklethwaite, Sheffield. Sur. May 11.

WARREN, GEORGE JAMES, victualler, Penryn. Pet. April 20. Reg. O. A. Launing. Sol. Hulme, Pembroke. Sur. May 5.

WHITE, RICHARD OWEN, staff commander R. N. Dover. Pet. April 15. Reg. O. A. Greenwood. Sol. De La Saux, Canterbury. Sur. May 5.

WHITE, HANNAH, widow, Middlesbrough. Pet. April 21. Reg. O. A. Crosby. Sol. Stubbs, Middlesbrough. Sur. May 3.

WILCOX, EDWIN, tailor, Leigh Simon. Pet. April 20. Reg. Tudor. O. A. Kinnear. Sols. James and Griffin, Birmingham. Sur. May 7.

WILLS, JOHN, soap boiler, Manchester. Pet. April 20. Reg. Fardell. O. A. McNeill. Sol. Maples, Nottingham. Sur. May 5.

WROBE, ALBERT, out of business, Horton. Pet. April 23. Reg. O. A. Robinson. Sol. Hargreaves, Bradford. Sur. May 4.

Gazette, April 27.

To surrender at the Bankrupts' Court, Basinghall-street.

AYERS, GEORGE NUTTON, soda-water manufacturer, late Chatham. Pet. April 19. O. A. Standford. Sur. May 12.

BAILY, HENRY, butcher, Ealing. Pet. April 23. Reg. Murray. O. A. Parkyns. Sol. Olive, Portsmouth-st., Lincoln's-inn-fields. Sur. May 10.

BODEN, GEORGE, commercial traveller, George-st., Deptford. Pet. April 22. Reg. Pepps. O. A. Graham. Sol. Dobie, Gresham-st. Sur. May 21.

BONNET, GEORGE SCHROEDER, ship broker, Rood-lane, Fenchurch-st. Pet. April 22. Reg. Murray. O. A. Parkyns. Sol. Spicer, Staple-inn, Holborn. Sur. May 10.

BRISTOW, PETER, publisher, Maidstone. Pet. April 16. O. A. Standford. Sur. May 12.

BROATCH, WILLIAM JOHNSON, commission agent in woollen and silk goods, Great Portland-st. Pet. April 16. O. A. Standford. Sur. May 12.

BROWNE, GEORGE, grocer, late King's-rd, Chelsea, and High-st., Fulham. Pet. April 16. Reg. Pepps. O. A. Graham. Sur. May 21.

BRUCE, JAMES, tea-dealer, East-rd, City-rd., and Arlington-st., Islington. Pet. April 21. Reg. Murray. O. A. Parkyns. Sol. Dobie, Gresham-st. Sur. May 10.

CATTANEO, VINCENT, commission agent, North-bank, Regent's-park. Pet. April 16. Reg. Pepps. O. A. Graham. Sur. May 21.

CHAMBERLAIN, NEMEMIAH, coal merchant, Southampton. Pet. April 22. O. A. Standford. Sols. Stocken and Jupp, Leadenhall-st. Sur. May 10.

CREED, HENRY HERRIES, mining agent, late Strand, and Bruton-st., Berkeley-sq. Pet. April 16. Reg. Pepps. O. A. Graham. Sur. May 21.

EDMONDS, JOHN WILLIAM, timber dealer, late Harrogate-rd, South Hackney. Pet. April 16. Reg. Pepps. O. A. Graham. Sur. May 21.

EDWARDS, WILLIAM, Iver, and WICHES, FREDERICK, Wiedenbach, West Drayton, paper manufacturers. Pet. April 22. Reg. Pepps. O. A. Graham. Sol. Price, Sergeant's-inn, Fleet-st. Sur. May 7.

EVENS, CHARLES ALBION, bootmaker, Pierpoint-row, Islington. Pet. April 23. O. A. Standford. Sol. Hunt, Gray's-inn-sq. Sur. May 12.

EVERARD, WILLIAM, baker, Southall. Pet. April 19. Reg. Murray. O. A. Parkyns. Sol. Weedon, Uxbridge. Sur. May 10.

FISH, GEORGE, farmer, Campsey Ashe. Pet. April 21. O. A. Standford. Sol. Mackeson and Co., Lincoln's-inn-fields. Sur. May 12.

FRANCIS, HENRY, beer-shop keeper, Sands End, Fulham. Pet. April 23. O. A. Standford. Sol. Begbie, Essex-st., Strand. Sur. May 12.

FROST, CHARLES, hotel keeper, Harrow. Pet. April 21. Reg. Pepps. O. A. Graham. Sol. Ward, Tottenham. Sur. May 7.

HALES, RICHARD WILLIAM, out of employment, Rectory-sq., Stepping-green. Pet. April 23. Reg. Murray. O. A. Parkyns. Sol. Beetholme, Great Ormond-st., Brunswick-sq. Sur. May 10.

HARRIS, WILLIAM, beer-seller, Blackwall-lane, East Greenwich. Pet. April 19. Reg. Murray. O. A. Graham. Sur. May 21.

HAYWARD, JOSEPH, East India merchant, Coleman-st. Pet. April 21. O. A. Standford. Sols. Linklaters and Co., Walbrook. Sur. May 10.

HILL, GEORGE, greengrocer, James-st., St. George's-in-the-East. Pet. April 16. Reg. Pepps. O. A. Graham. Sur. May 10.

KING, FREDERICK AUGUSTUS, cattle dealer, Great Bedford-rd. Pet. April 22. O. A. Standford. Sol. Evans, John-st., Bedford-row. Sur. May 10.

KING, WILLIAM ALEXANDER, out of business, Great Bedford-rd. Pet. April 22. O. A. Standford. Sol. Evans, John-st., Bedford-row. Sur. May 10.

LARKIN, GEORGE, dealer in sand, King-st., Deptford. Pet. April 19. O. A. Standford. Sur. May 12.

LION, MICHAEL, shoe manufacturer, Fort-st., Spitalfields. Pet. April 16. Reg. Murray. O. A. Parkyns. Sols. Turner and Turner, Aldermanbury. Sur. May 10.

MORRIS, MARY ANN, spinster, general shopkeeper, late Colloger, Chelsea. Pet. April 16. O. A. Standford. Sur. May 12.

NECK, THOMAS, commercial traveller, Cusick-st. and Silver-st. Pet. April 21. Reg. Broadbent. O. A. Standford. Sol. Dobie, Gresham-st. Sur. May 10.

NIXON, JAMES, provision merchant, Minorities, and Stainby-rd., Poplar. Pet. April 21. O. A. Standford. Sol. Kelchley, Ironmonger-lane. Sur. May 10.

OUTRED, BENJAMIN WILLIAM, collector, Milton-road, Gravesend. Pet. April 24. Reg. Murray. O. A. Parkyns. Sol. Pullen, Queen-sq., Bloomsbury. Sur. May 10.

PALMER, CHARLES HENRY, marine store dealer, Upper Park-rd., Dorset-sq. Pet. April 23. O. A. Standford. Sol. Dobson, Colmar-st., Mile-end. Sur. May 12.

PROSSER, EVAN, builder, Highest, Poplar. Pet. April 16. Reg. Pepps. O. A. Graham. Sur. May 21.

REDWOOD, HENRY ROBERT, upholsterer, Sloane-st., Chelsea. Pet. April 21. O. A. Standford. Sol. Peckley, Gresham-bldgs., Basinghall-st. Sur. May 10.

ROBINS, JOHN, wheelwright, Easton-rd. Pet. April 16. Reg. Pepps. O. A. Graham. Sur. May 21.

ROOKES, FREDERICK THOMAS, and ROGERS, WILLIAM, cabinet makers, Great Cambridge-rd., Hackney-rd. Pet. April 23. O. A. Standford. Sol. Howell, Cheapside. Sur. May 12.

SOLOMONS, HANNAH, spinster, fruiterer, Bethnal-green-rd. Pet. April 23. Reg. Pepps. O. A. Graham. Sol. Watson, Basinghall-st. Sur. May 12.

SPEIRLING, JAMES, out of business, North-st., Cambridge-house. Pet. April 21. Reg. Murray. O. A. Parkyns. Sol. Kinnerley, Scott's-yd., Cannon-st. Sur. May 21.

STAPLETON, CANNON, attorney-at-law, late Fish-st.-hill, and Camden-rd. Pet. April 20. Reg. Pepps. O. A. Graham. Sol. Harrison, Basinghall-st. Sur. May 12.

STUART, ROBERT, out of business, Tottenham-cr.-rd. Pet. April 19. Reg. Pepps. O. A. Graham. Sols. Mathews and Co., Leadenhall-st. Sur. May 7.

WILKIN, JOHN, tobacco dealer, Walmer-creech, Notting-hill. Pet. April 16. Reg. Pepps. O. A. Graham. Sur. May 21.

WYATT, JOHN, greengrocer, St. Ann's-cr., Soho. Pet. April 23. Reg. Murray. O. A. Parkyns. Sol. Hudson, Margaretta-ter, Hammer-smith. Sur. May 10.

To surrender in the Country.

ABRAHAM, ISAAC, pawnbroker, East Harrogate. Pet. March 27. Reg. Gibson. O. A. Laidman. Sols. Ingledew and Doggett, Newcastle-upon-Tyne. Sur. May 11.

ASH, CHRISTOPHER, grocer, Torquay. Pet. April 22. Reg. O. A. Fidler. Sol. Carter, Torquay. Sur. May 10.

BAGGOT, SAMUEL, grocer, Weymouth. Pet. April 22. Reg. Hill. O. A. Kinnear. Sol. Fitter, Birmingham. Sur. May 12.

BARNES, GEORGE, butcher, Bath. Pet. April 21. Reg. O. A. Smith. Sol. Bartrum, Bath. Sur. May 11.

BARNY, JONATHAN, lodging house keeper, late Kingston-upon-Hull. Pet. April 14. Reg. O. A. Phillips. Sur. May 10.

BENDALL, GEORGE, cabinetmaker, Cheltenham. Pet. April 22. Reg. O. A. Gale. Sol. Skipper, Cheltenham. Sur. May 11.

BLAKE, SAMUEL, blacksmith, King's Cliffe. Pet. April 16. Reg. O. A. Sherratt. Sol. Law, Stamford. Sur. May 8.

BOWER, CHARLES, builder, Spalding. Pet. April 22. Reg. Tudor. O. A. Harris. Sols. Messrs. Maples, Spalding, and Messrs. Hodgson, Birmingham. Sur. May 11.

BREID, ISRAEL, agricultural implement maker, Whitehaven. Pet. March 18. Reg. Gibson. O. A. Laidman. Sol. Hoyle, Newcastle-upon-Tyne. Sur. May 11.

BROWN, JOHN, wine merchant, Wetherby. Pet. April 24. O. A. Young. Sols. Lumley, Boston Spa and Simpson, Leeds. Sur. May 10.

BROWN, THOMAS, out of business, Stranton. Pet. April 23. Reg. Gibson. O. A. Laidman. Sols. Turnbull and Bell, West Hartlepool. Sur. May 11.

BROWN, EDMUND WATSON, out of business, Sunderland. Pet. April 23. Reg. O. A. Ellis. Sol. Dixon, Sunderland. Sur. May 10.

BURLAUX, JOHN NICHOLAUS, toweller, Brighton. Pet. April 23. Reg. O. A. Evershed. Sol. Mills, Brighton. Sur. May 12.

BUTLER, EPHRAIM, umbrella manufacturer, Bristol. Pet. April 23. Reg. Wilde. O. A. Acreman. Sol. Dix, Bristol. Sur. May 7.

CLANCY, STEPHEN, licensed victualler, Bristol. Pet. April 23. Reg. O. A. Harley and Gibbs. Sols. Press and Inskip. Sur. May 10.

COLLINS, JAMES, journeyman gardener, Portwick. Pet. April 23. Reg. O. A. Crisp. Sol. Tree, Worcester. Sur. May 13.

COUSSENS, HENRY, out of business, Boston. Pet. April 22. Reg. O. A. Standford. Sol. Bean, Boston. Sur. May 12.

COT, GEORGE, out of business, commission agent, Manchester. Pet. April 23. Reg. Wilde. O. A. Acreman. Sol. Clifton, Bristol. Sur. May 7.

CROSS, JOHN, out of business, Bristol. Pet. April 21. Reg. Wilde. O. A. Acreman. Sols. Benson and Elleson, Bristol. Sur. May 8.

DALLISON, GEORGE, gim maker, Derby. Pet. April 12. Reg. O. A. Weller. Sur. May 12.

DRYSDALE, THOMAS TWIDLE, licensed victualler, Swansea. Pet. April 23. Reg. Wilde. O. A. Acreman. Sol. Clifton, Bristol. Sur. May 7.

EDWARDS, EDMUND, builder, Bray. Pet. April 19. Reg. O. A. Davill. Sol. Spicer, Staple-inn. Sur. May 8.

EDWARDS, HENRY, farmer, Malsylan, near Llangefni. Pet. April 24. O. A. Turner. Sol. Grimmer, Liverpool. Sur. May 11.

FLEMING, THOMAS, out of business, late Birmingham. Pet. April 22. Reg. Guest. Sur. May 14.

FRANK, JOHN THOMAS, carver, Barnsley. Pet. April 20. Reg. O. A. Dibbs. Sol. Fradd, Barnsley. Sur. May 11.

GARDNER, RICHARD, cloth manufacturer, Pudsey. Pet. April 17. Reg. O. A. Robinson. Sur. May 13.

GOODIER, JAMES, insurance agent, Manchester. Pet. April 24. Reg. O. A. Hulton. Sol. Striner, Manchester. Sur. May 8.

GREGORY, WILLIAM HENRY, milliner, late Birmingham. Pet. April 23. Reg. Hill. O. A. Kinnear. Sols. James and Griffin, Birmingham. Sur. May 10.

GRODDITER, HARRIS, jeweller, Kingston-upon-Hull. Pet. April 22. Reg. O. A. Phillips. Sol. Summers, Hull. Sur. May 10.

HALL, THOMAS, coal dealer, Kingston-upon-Hull. Pet. April 14. Reg. O. A. Phillips. Sur. May 10.

HALE, HENRY, mason, Bristol. Pet. April 20. Reg. O. A. Harley and Gibbs. Sur. May 7.

HARPER, WILLIAM, licensed victualler, late Scholes, Wigan. Pet. April 15. Reg. Fardell. O. A. McNeill. Sur. May 11.

HARVEY, JOSEPH, innkeeper, Dudley. Pet. April 21. Reg. O. A. Walker. Sol. Clulow, Brerley-hill. Sur. May 10.

HAYSON, WILLIAM, clothes dealer, late Sunderland. Pet. April 15. Reg. O. A. Ellis. Sol. Steel, Sunderland. Sur. May 10.

HEAPS, GEORGE, miner, Whittington Moor. Pet. April 22. Reg. O. A. Wake and Waller. Sol. Gee, Chesterfield. Sur. May 11.

HIRST, THOMAS, flannel weaver, Clockcheater and General. Pet. April 17. Reg. O. A. Robinson. Sol. Harle, Leeds. Sur. May 8.

HODGES, FREDERICK, builder, Kingsnorton. Pet. April 23. Reg. Hill. O. A. Kinnear. Sols. James and Griffin, Birmingham. Sur. May 12.

HOLDS, JOHN, blacksmith, Mayfield. Pet. April 21. Reg. O. A. Phillips. Sol. Heaton, Hulton. Sur. May 11.

JOHNSON, FREDERICK JOHN, out of business, late Cheltenham. Pet. April 22. Reg. Tudor. O. A. Kinnear. Sols. James and Griffin, Birmingham. Sur. May 14.

JONES, DANIEL, boot-maker, Bristol. Pet. April 20. Reg. O. A. Harley and Gibbs. Sur. May 7.

JONES, DAVID, blacksmith, Treherbert, near Pontypridd. Pet. April 12. Reg. O. A. Spickett. Sol. Yorath, Cardiff. Sur. May 10.

LASTETTER, ROBERT, commission agent, late Liverpool. Pet. April 15. Reg. O. A. Hime. Sur. May 3.

LUCAS, MARY ANN, grocer, Illogan. Pet. April 12. O. A. Carriek. Sols. Messrs. Roscorla, Penzance, and Terrell and Petherick, Exeter. Sur. May 8.

MILN, MARK, engine fitter, Newcastle-upon-Tyne. Pet. April 24. Reg. O. A. Clayton. Sol. Josi, Newcastle-upon-Tyne. Sur. May 12.

MORRELL, GEORGE, coach-builder, Knaresborough. Pet. April 23. O. A. Young. Sols. Richardson, Harrogate, and Messrs. North, Leeds. Sur. May 10.

MOSS, THOMAS, glass merchant, Liverpool. Pet. April 21. Reg. O. A. Hime. Sol. Nordon, Liverpool. Sur. May 10.

NEEDLER, WILLIAM, fish merchant, Kingston-upon-Hull. Pet. April 24. Reg. O. A. Young. Sol. Spurr, Hull. Sur. May 12.

OTYS, RICHARD PHILLIP, superannuated clerk from H.M.'s War Department, Tamerton Foliot. Pet. April 21. Reg. O. A. Pearce. Sols. Beer and Randle, Devonport. Sur. May 8.

PARISH, JAMES, basketmaker, Bolton. Pet. April 22. Reg. O. A. Harris. Sols. Hall and Butler, Bolton. Sur. May 12.

PARKER, WILLIAM, miller, The British, near Wombourne. Pet. April 24. Reg. O. A. Brown. Sol. Ward, Wolverhampton. Sur. May 10.

PARKINSON, JAMES, butcher, Leeds. Pet. April 23. Reg. O. A. Harris. Sol. Col. Leeds. Sur. May 8.

PARRY, THOMAS, farmer, Aberffraw. Pet. April 24. O. A. Turner. Sol. Grimmer, Liverpool. Sur. May 11.

PEARSON, CHARLES FREDERICK, out of business, Bury St. Edmunds. Pet. April 21. Reg. O. A. Collins. Sol. Walpole, Bury. Sur. May 13.

PEPPER, JOHN, painter, Liverpool. Pet. April 21. Reg. O. A. Hime. Sol. Williams, Liverpool. Sur. May 7.

PETE BRACEGRIDE, commission agent, Manchester. Pet. April 21. Reg. Fardell. O. A. McNeill. Sur. May 11.

POPE, ESSAU, baker, Shirley, near Southampton. Pet. March 17. Reg. O. A. Thorndike. Sur. May 5.

ROBERTS, EDWARD, licensed victualler, Ludlow. Pet. April 8. Reg. Hill. O. A. Kinnear. Sols. James and Griffin, Birmingham. Sur. May 12.

RUDDARD, ALFRED THOMAS, dealer of medicine, Macclesfield. Pet. April 20. Reg. O. A. Challinor. Sol. Stevenson, Stoke-upon-Trent. Sur. May 15.

SCOTT, DENNY, harness maker, Bradford. Pet. April 23. Reg. O. A. Harris. Sol. Harle, Leeds. Sur. May 7.

SLEMAN, WILLIAM, baker, The British, near Wombourne. Pet. April 24. Reg. O. A. Pearce. Sols. Sol and Gill, Devonport. Sur. May 8.

SINCERE, JAMES, beer-seller, Halifax. Pet. April 24. Reg. O. A. Standford. Sur. May 14.

TEASDALE, JOHN, tobacco dealer, New York. Pet. April 22. Reg. O. A. Perkins. Sol. Graystone, York. Sur. May 15.

THOMAS, EDWARD NEVILLE, draper, South Liverpool. Pet. April 21. Reg. O. A. Hime. Sol. Hughes, Liverpool. Sur. May 10.

THORPE, WILLIAM, confectioner, Sheffield. Pet. April 21. Reg. O. A. Wake and Rodgers. Sols. Binney and Son, Sheffield. Sur. May 12.

VOYLES, WILLIAM, clockmaker, Halifax. Pet. April 22. Reg. O. A. Standford. Sol. Storey, Halifax. Sur. May 14.

WARD, MARGARET, spinster, beer-seller, Exeter, near Bolton. Pet. April 21. Reg. O. A. Holden. Sol. Ramwell, Bolton. Sur. May 12.

WELLS, WILLIAM, farmer, Normanton. Pet. April 24. Reg. O. A. Newton. Sol. Ashby, Newark. Sur. May 8.

WHITEHEAD, WILLIAM, watchmaker, Bedale. Pet. April 21. Reg. O. A. Jefferson. Sol. Waislett, Northallerton. Sur. May 4.

WILSON, HENRY, mungo manufacturer, Ossett. Pet. April 23. Reg. O. A. Young. Sols. Mitchell, Ossett; Harrison and Smith, Wakefield; and Simpson, Leeds. Sur. May 10.

WILLS, JOSEPH, sen., and WILLS, JOSEPH, jun., soda-water manufacturers, Exeter. Pet. April 19. O. A. Carriek. Sols. Messrs. Rogers, Exeter. Sur. May 11.

WILSON, JOSHUA, jun., cloth manufacturer, Ossett. Pet. April 25. O. A. Young. Sols. Mitchell, Ossett; Harrison and Smith, Wakefield; and Simpson, Leeds. Sur. May 10.

WINDSON, JOHN, grocer, Wrenbury-heath, near Nantwich. Pet. April 22. Reg. O. A. Broughton. Sol. Cooke, Crewe. Sur. May 7.

WISTERNOFF, WILLIAM, book-keeper, Whittington Moor. Pet. April 19. Reg. O. A. Wake and Waller. Sol. Gee, Chesterfield. Sur. May 11.

WRIGLEY, LIES, out of business, Hollinwood, near Oldham. Pet. March 15. Reg. O. A. Tweedale. Sur. May 12.

BANKRUPTCIES ANNULLED.

Gazette, April 20.

STEVENS, ALFRED, prestidigitator, Milbank-st., Westminster. March 20, 1869.

Gazette, April 23.

BROOKS, EDGAR, gun manufacturer, Birmingham. March 1, 1869.

DALE, SAMUEL, ironmaster, Newchapel. Oct. 30, 1867.

MAREES, HENRY, carpenter, Port-rd., Bermondsey. Jan. 26, 1860.

Dividends.

BANKRUPT'S ESTATES.

The Official Assignees are given, to whom apply for the

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Dividends.

Harris, L. tailor, first, 104, Kinnear, Birmingham.—Hawkins, J. coaldealer, on new proofs, 5s. (portion of first div. of 7s. 4d.) Kinnear, Birmingham.—Leal, J. hosier, first, 3s. 7d. Kinnear, Birmingham.—Ridgway, J. coaldealer, on new proofs, first rep. of D. Ridgway, 2s. 10d. Kinnear, Birmingham.—Stringer, S. bootdealer, first, 2s. 2d. Kinnear, Birmingham.

Assignment, Composition, Inspectorship, and Trust Deeds.

Gazette, April 23.

ANDREWS, BENJAMIN, cabinet maker, Wootton-under-Edge. April 3. Trusts, J. Matthews, brushmaker, and F. Hewlett, clockmaker, both Gloucester.

BECK, EDWIN, baker, Worcester. March 27. 5s. on demand.

BECKETT, CHARLES, machine printer, Marylebone-lane. April 12. 2s. 6d. by two equal instalments, in 3 and 6 mos.

BERWICK, THOMAS, blacksmith, Tredington. April 7. 5s. on demand.

BODDIE, JOHN W. Parker, gardener, Twynning. March 20. 4s. forthwith.

BOYS, HORACE, farmer, Northfleet. April 2. Trust, P. S. Punnett, gentleman, Southwark-st.

BROWN, JAMES, painter, Liverpool. April 5. 10s. 6d. by three equal instalments, in 1, 3, and 6 mos.—secured.

CHASE, WILLIAM, grocer, Petersfield. March 27. Trusts, J. Shaw, corn factor, Water-lane; P. Bell, miller, Southsea; and H. Sheppard, provision merchant, Portsmouth.

CHISHAM, HENRY WILLIAM, surveyor, Liverpool. March 18. 5s. on demand.

EAST, FREDERICK HYLAND, cheesemonger, St. Matthias-pl. Hornsey New-town. April 1. 3s. 4d. by two equal instalments, in 1 and 2 mos.

FAIRMAN, GEORGE DEAN, bagmaker, Church-passage, Gresham-st. April 20. 1s. in 1 mo.

FOSTER, THOMAS, innkeeper, Newcastle. March 23. 6s. 8d. by two instalments of 2s. 6d. in 3 and 6 mos. and 1s. 8d. in 12 mos. Trust, R. J. McKenzie, wine merchant, Newcastle.

FRANKS, FORDHAM, milliner, New Bond-st. and Brighton (trading as Madame Frank). March 12. by three equal instalments, in 4, 8, and 12 mos. from April 1. Trust, N. Humphrys, accountant, King-st., Cheapside.

GARDNER, WILLIAM HENRY, builder, Mitcham. April 7. 5s. by two instalments, on May 7 and July 7.

GERISH, SAMUEL, butcher, Bristol. April 1. Trusts, H. Fisher, yeoman, Almondsbury and G. Richards, hide broker, Bristol.

GOODELL, THOMAS WILSON, provision merchant, Merthyr Tydfil. March 25. 5s. by three equal instalments of 1s. 8d. in 2, 4, and 6 mos. Trust, W. Jones, fruiterer, and J. Smith, saw mills, and J. Price, butter merchant, both Merthyr Tydfil.

GREEN, CHARLES CASE, gentleman, Queen-st., Cheapside. Feb. 20. 5s. in 7 days. Trust, C. J. S. Whitburn, gentleman, St. Clement's-lane, London.

GREENWOOD, THOMAS, greengrocer, Western-ter, Stoke Newington. April 19. 1s. 6d. in 1 mo.

GREGORY, WILLIAM HENRY, milliner, Birmingham. April 15. Trusts, A. Simpson, and D. Carrill, warehousemen, both Birmingham.

HARRIS, GEORGE, draper, Cheltenham. April 7. 5s. immediately.

HARRISON, HORATIO, goldsmith, Birmingham. April 21. 3s. 6d. 2s. 6d. and 1s. in 1 and 3 mos.—secured.

HENRY, HENRY JOHN, confectioner, Liverpool. March 23. 5s. by two equal instalments, on Jan. 1 and Sept. 1.—guaranteed.

HERTZEL, GEORGE OTTO, tobacconist, Brentwood. April 7. 2s. 6d. on May 1.—secured. Trust, B. Whitby, farmer, Ingrave.

HORNE, THOMAS JOHN, grocer, Gilbert-ter, Haverstock-hill. April 6. 5s. 6d. on May 3, 2s. 6d. on June 3, and 2s. 6d. on July 3.

HOWDEN, ALEXANDER, gentleman, Pembroke. March 25. Trust, A. Howden, gentleman, Kirk.

JAYNE, GEORGE, shoemaker, Abberdare. April 2. 6s. 8d. by two equal instalments, in 12 and 4 mos.—secured. Trusts, S. Jenkins, moulder, and J. Evans, tailor, both Abberdare.

JAY, FRANCIS, paint manufacturer, South Lambeth-rd. April 2. 2s. on April 30.

JOHNSON, WILLIAM ALEXANDER, tailor, Manchester. March 18. Trust, J. Johnson, joiner, Stoke-upon-Trent. March 11. 15s.—7s. 4d. and 4s. in 1 week, and 3 and 6 mos.—guaranteed. Trusts, T. Nicholls, and R. Nicholls, timber merchants, Stoke-upon-Trent.

LANCASTER, THOMAS, grocer, Paddinton, and Liverpool. April 15. 4s. by two equal instalments, on April 30 and June 30, guaranteed. Trust, T. D. Adams, book-keeper, West Dorset.

LITTLE, WILLIAM, farmer, Paddinton. April 11. Arrangement for the sale of the property, and the proceeds of the sale to be retained by assignee, and 20d. paid to assignee. Assignee—C. Judge, banker's clerk, Hull.

MARRS, SAMUEL, builder, Orchard-st., Portman-sq. March 15. Trusts, S. Hart, carriage builder, New Bond-st.; H. Hart, victualler, Maria Hall, Theobalds-rd.; and T. R. Apps, gentleman, South-sq., Gray's-inn.

MOSLEY, MARY ELIZA, boot retailer, Walhall. March 23. 5s.—2s. 2d. and 1s. in 2, 4, and 6 mos.

MUSCHAM, GEORGE, linen-draper, Batley. March 30. Trusts, J. Nicholls, J. Fox, linen-draper, both Huddersfield.

NICHOLS, JAMES, common brewer, Burton-on-Trent. March 24. Trust, W. Nicholls, cooper, Smith, Burton-on-Trent.

PALEY, WILLIAM, yeast importer, Sunderland. April 3. 2s. 6d. in 14 days.

PATTON, JOHN, woollen manufacturer, Hull-whistle. March 29. 6s. by two equal instalments, in 3 and 6 mos.—secured.

PHILLIPS, GEORGE, jun., out of business, Cleverley-villa, Ealing. March 20. 10s. 6d. in 6 weeks.

POWELL, BENJAMIN, carpenter, yarn manufacturer, Littleton. March 15. Trusts, J. P. Oates, iron and tin hanger, Heckmondwike; B. Crowther, manufacturing chemist, and A. Cowburn, coverlet manufacturer, Millbridge.

POWYS, ROBERT HORACE, agent, Water-lane, Great Tower-st. April 8. Trusts, J. Allan, Cheapside, and R. Spence, Love-lane, Aldermanbury.

QUIGGIN, THOMAS, boot dealer, Birkenhead. March 25. 10s. by three equal instalments, in 3, 6, and 9 mos. Trust, J. Stewart, hatter, Birkenhead.

RICHARDS, JOHN ALLPRESS, accountant, Burlington-rd. Paddinton, and Castle-st., Holborn. April 15. 1s. on Oct. 17.

ROBERTS, JOHN, draper, Bangor. April 6. In full, by three equal instalments, in 3, 6, and 9 mos. from April 17.

ROBSON, JOHN MALDON, commission merchant, Godliman-st. and Faversham, Kent. March 22. Trust, B. Nicholson, accountant, Gresham-st.

ROBINSON, GEORGE, baker, Choppington Guide Post. April 3. Trusts, R. Armer, miller, Stannington, and C. B. Reid, brewer, Newcastle.

SECRETARY—Edward S. Barnes, Esq.

THE NEW LAW COURTS.

The statement that bankers have a general lien is easily made; but a recent case, before Mr. Justice Miller, in the Dublin Court of Bankruptcy, shows that difficulties may arise in discussing the question to what that lien extends. A banker, who has advanced money to a customer, has been determined by express decision to have a lien for his general balance upon securities belonging to such customer, which come into his hands, but not on muniments pledged for a specific sum, or left casually at his shop, after his own refusal to advance money on them, or negotiable instruments belonging to a third person, left in the banker's hands by his customers. In the *Dublin case* (20 L. T. Rep. N. S. 282), it appeared that the bankrupt was a customer dealing with the Royal Bank of Ireland from 1860 to 1868, when he became bankrupt. Shortly before his bankruptcy he wrote a note to the manager of the bank stating that he would require to overdraw his account about 180*l.*, which he stated should be refunded within a week. The promise of refunding the money not having been fulfilled, the manager required a second interview with his customer, and upon that occasion it appeared that 187*l.* had been overdrawn, and the banker required a security for these overdrafts. At that time the bank were the holders of indorsements which had been discounted for, or at the instance of, the bankrupt to the amount of upwards of 1100*l.* The bankrupt on that occasion lodged with the bank the title-deeds of certain property, and on the back of the deed was indorsed, "lodged with the Royal Bank to cover overdrafts, on 26th Jan, 1868." The acceptances of the parties primarily

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liable that were then current not having been paid, they were, according to the course of banking, charged to the debit of the customer, and the question before the court was whether the lien of the bank extended to those endorsements of the customer as well as to the amount drawn out on the overdrafts of the customer.

The learned Judge held, that the unpaid endorsements of the bankrupt should be treated as overdrafts, and that the lien on the deed lodged extended to the entire sum due by the bankrupt upon the whole of his account. This probably is as great an extension of the doctrine of lien respecting bankers as it will ever receive.

Now as to advances made by bankers upon security given to them. The great danger in these transactions is, that which was just avoided in *Martin v. Williams*, namely, allowing the advances to exceed the value of the security, and to cause them, therefore, to stand in the relation of a pre-existing debt to any security subsequently given. But it is clear that there may be an element in dealings with bankers, which in all probability would not exist in the majority of cases of disputed conveyance by a bankrupt; namely, that the conveyance attacked may be, as in *Martin v. Williams*, one of a series of *bona fide* transactions. As remarked by the Vice-Chancellor, it was a most important circumstance that the challenged security was not the first security granted by the bankrupt to the defendant bankers. The previous transactions resulted in the danger we have named—the security given had not covered all the moneys advanced; and it was attempted to put a construction on the deed which was impeached, showing that on the face of it it was a security for the pre-existing debt. But this was denounced by the Vice-Chancellor as an unfair view. The prior securities existed in full force when the last deed was executed, a circumstance which his Honour regarded as material, and which, he added, had not occurred in any of the cases cited.

And at this point in the case we come upon an exposition of the peculiarities attaching to the business of a banker. "It is also," said the Vice-Chancellor, "an important feature in this case that the defendants, who took the securities, are bankers. From the nature of transactions with bankers, and the securities taken by them, it is obvious that a trader, by obtaining from them advances upon a security, is enabled to go on with the management of his business for the benefit of himself and his creditors. That is perfectly plain. Cases where an individual creditor is dealt with (I mean a creditor from whom advances in the nature of transactions with bankers are not contemplated), stand, to my mind on a very different footing altogether." To this view of the question universal assent must be given. The accommodation allowed by bankers to their customers is a most important element of mercantile credit, and if it is to be restricted in the manner in which the plaintiff in *Martin v. Williams* wished to restrict it, namely, by rendering bankers timid of advancing any new loan where a shilling of old debt remained, the effect would be most undesirable.

But it is still to be remembered that without absolute *bona fides*, bankers will not be entitled to any more consideration than ordinary persons. The recent case of *Ex parte Foxley, re Nurse*, 18 L. T. Rep. N. S. 862, was an instance of advance by a bank upon the security of the bankrupt's solicitor, to whom the bankrupt gave a bill of sale. The question there did not arise with the bank, but from the tenor of the decision there is no reason to suppose it would have been altered had this been otherwise. The great question there was whether a reservation of the bankrupt's furniture and book debts was a substantial reservation so as to make the deed good. "In judging of the effect of these reservations," said Sir W. P. Wood, "it is convenient to consider, in the first place, how the case would have been as to the validity of the instrument if it had stood alone, before considering the effect of the antecedent circumstances." This is equivalent to saying that the reservations are of little avail if the deed standing alone is calculated to defraud creditors. The Lord Justice cited with approval Baron Parke in *Smith v. Cannan*, 2 E. & B. 35, where he says, "The test is not whether its necessary effect is to stop the trade, but whether its necessary effect is to delay the creditors of the trader." The same learned Baron said in *Siebert v. Spooner*, 1 M. & W. 708,

"I take it to be perfectly well settled that where a trader makes an assignment of all his effects, or of all except a very small portion, it is necessarily an act of bankruptcy without any actual fraud."

MR. OSGOOD'S PETITION TO PARLIAMENT.

WE regret that we are unable to print in *extenso* the petition which Mr. LOCKE, Q.C., M.P., has presented to Parliament on behalf of Mr. Osgood, who is known to the legal world as the plaintiff in *Osgood v. Nelson*. And we regret it for this reason,—that the petition reveals an act of arbitrary injustice on the part of the corporation towards a faithful officer of twelve years' standing, and who moreover was an officer of the public, which, as far as we are aware, has no parallel in modern times.

Those who have read the special case submitted to the Court of Queen's Bench will be aware of the acts, which, however, may be shortly recapitulated. Mr. Osgood was in practice as an attorney from 1842 to 1856, when he was elected by the Common Council to the office of chief clerk of the Sheriffs' Court, at a salary of 400*l.*, which in two years was increased to 500*l.* Ample evidence is stated in the petition to show that Mr. Osgood, as registrar of the court, which he was when he was suspended, possessed the good opinion of a very large section of the legal profession, and more particularly of those who had business in his court. In the year 1866, in the words of the petition, "the high bailiff of the said court suddenly objected to hand up to the Judge certain notices which theretofore he had been accustomed to hand up with the plaintiffs, and in consequence of his making such objection the Judge of the said court made an order dispensing with his attendance in court, and ordering an inferior bailiff to attend and perform the said duty." The high bailiff appealed to the LORD MAYOR, and the matter was referred by the Common Council to the Officers' and Clerks' Committee. Mr. Osgood frequently attended before this committee to make explanations, and was as frequently told there were no charges against him. The committee, however, took evidence *not upon oath* and when Mr. Osgood was not present, and consequently had not the privilege of cross-examining the witnesses. When he applied to know the specific charges made against him, he was referred to this evidence. In May 1867, he was heard by counsel, and a resolution was passed removing him from his office. He then obtained a *quo warranto* information in the Queen's Bench, but the points were ultimately submitted to the court in the form of a special case.

Now we arrive at the astounding consummation. The court were with Mr. Osgood on the merits, and they decided that the office was a freehold office; but felt themselves bound to give judgment against him, because the Corporation of London obtained a private Act in the fifteenth of the present reign, giving them power to remove the petitioner, amongst other officers, for inability, misbehaviour, "or any other cause which may appear reasonable to the mayor, aldermen, and commons." In delivering judgment the LORD CHIEF JUSTICE said that he believed the decision of the Court of Common Council to have been a most mistaken one; that if it had been the verdict of a jury it could not have stood; that if he had tried the case at Nisi Prius and a verdict had been found against the plaintiff, so far as his (the LORD CHIEF JUSTICE's) influence could avail, that verdict should not have stood; that he regretted exceedingly that as jurisdiction had been given to the Court of Common Council, they could not interfere upon the merits; he wished that they could, because certainly he should say that the result of the inquiry had not been, as regarded the justice of the case, satisfactory, that the judgment of the Court of Common Council was not one which they the Judges of the Court of Queen's Bench should have pronounced, and certainly was not one which they could then approve, and that neither that court nor any other judicial tribunal would have so dealt with one of its own judicial officers.

Upon this state of things Mr. Osgood very justly asks Parliament to take away the arbitrary power given by the private Act of 16 Vict. "It is manifestly for the public advantage," he says, "and for the proper and impartial administration of justice that the

registrar of the said City of London Court as a public legal officer, should be rendered independent of all private or party influences, prejudices, intrigues, and cabals, which alternately govern the movements of a body constituted like the said Common Council of London, consisting of 232 members (of whom 40 form a quorum), and your petitioner conceives that no good or sufficient reason exists why the powers of appointment and removal given by the said private statute should not be taken away from the said Common Council of London, and be vested in the said Lord High Chancellor, and exercised as in the case of all the other County Courts, and the registrar of the said City of London Court placed now and from time to time in all other respects upon the same footing as the registrars of the other Metropolitan County Courts." He points out that, as the law stands he is absolutely without remedy, having addressed a letter to the corporation, bringing before them the terms of the decision of the Court of Queen's Bench, which letter has been directed simply to lie upon the table. And Mr. Osgood prays that so much of the private Act may be repealed as relates to the salary of and to the powers of appointing and removing the registrar of the said City of London Court, and that Parliament will enact "that the powers of appointment and removal of the registrar of the said City of London Court shall be and be vested in the Lord High Chancellor, and exercised by him as in the case of the metropolitan County Courts, and that the registrar of the said City of London Court shall be placed now and from time to time in all other respects upon the same footing as the registrars of the metropolitan County Courts; and that your Honourable House will pass such measures to restore your petitioner to his said office, or to grant such other relief to your petitioner as your Honourable House may deem expedient."

As a matter of justice to Mr. Osgood, and as a matter of expediency as affecting the public, it is to be sincerely desired that Mr. LOCKE may bring the petition to a successful issue. The corporation of the City of London, in its legal aspect, stands self-condemned. Supposing the authority of the aldermen on criminal trials to be that contended for by Mr. MELLISH in *Leverson v. The Queen*, it is quite clear that the aldermen themselves knew nothing about it, and regarded their functions as purely decorative. This is a glaring instance of corporate absurdity. But there a scandal on the administration of the law is the sole result, which may be remedied without injury to individuals, and assuredly will be remedied if found necessary. In Mr. Osgood's case, however, the incapacity of weighing evidence impartially manifested by the shifting quorum of the corporation, inflicts a mortal wound on the prosperity of an exemplary officer. This condemns them as unworthy to exercise the power which Parliament injudiciously conferred. The registrar of the city court should be placed on the same footing with registrars of county courts; and by doing this, and by reinstating Mr. Osgood, Parliament will confer a benefit on a public court, and repair the effects of a crying injustice.

HABEAS CORPUS IN AMERICA.

A QUESTION affecting the liberty of the subject in America is causing not only considerable discussion, but a conflict of jurisdiction between a Federal court and the States Courts, which illustrates the inconvenience arising from the numerous jurisdictions. The actions giving rise to these proceedings were brought upon certain railway coupons given by the officers of the county of Lee. These actions were begun in the United States Circuit Court of Iowa, but were transferred to the Circuit Court of Illinois. Certain tax payers of the Lee county obtained an injunction from the Supreme Court of the State to restrain perpetually the collection of any taxes for the purpose of satisfying the judgments against the officers of Lee county. A peremptory writ of *mandamus* was obtained upon the judgments, obedience to which was refused, reliance being placed on the protection afforded by the Supreme Court of Iowa. Thereupon the Circuit Court of the United States issued a writ of attachment, directed to the United States' marshal of Iowa, commanding him to seize the officers and bring them before the court to answer their contempt. They were accordingly arrested, but immediately had recourse to a writ of *habeas corpus*. The marshal, to whom it

was addressed, refused to surrender his prisoners to the jurisdiction of the Judge issuing the writ, or to the jurisdiction of the State courts. A motion for an attachment was then made, and the question of jurisdiction arose—should the writ of a State Judge be obeyed by a Federal officer.

Judge BECK said, "I have examined all the cases accessible, and I have not found one in which the exercise of power, called for by the writ of *habeas corpus*, by a State court or Judge, has been resisted by a Federal officer, or where they refused, save in one instance, to produce the body of plaintiff, and in that instance the jurisdiction was not questioned." Whilst noticing the conflict of jurisdiction, it is satisfactory to know that it is not likely to prove of very great importance, Judge BECK being of opinion "that whatever conflict there may be, apparent or real, between the courts of the United States and of the State, it can, and will be peaceably, speedily, and finally settled by the adjudication of the courts, in a manner not to provoke violence and in accordance with the law."

As to the writ itself it appears that the existence of this remedy as a right of the people is recognised by the constitution of the United States, and provision is made that the writ shall never be suspended, except in cases of rebellion or invasion: (Art. 1, sect. 9.) The ordinance of 1787, for the government of the territory northwest of the Ohio river, Art. 2, provides that "the inhabitants of said territory shall always be entitled to the benefits of the writ of *habeas corpus*," and by the Act of Congress of Jan. 11, 1805, sect. 2, the provisions of this Act were extended to the territory of Michigan. By the Act of Congress of April 20, 1836, sect. 12, the provisions of the ordinance of 1787, and all the rights, privileges, and immunities granted to the territory of Michigan, were conferred upon the territory of Wisconsin, of which the territory now constituting the State of Iowa formed a part. By sect. 12 of the Act of June 12, 1838, organising the territory of Iowa, all the rights, privileges, and immunities granted to the inhabitants of Wisconsin, were extended to the territory of Iowa. The constitution of Iowa of 1846, sect. 13, of Bill of Rights, under which the State was admitted into the Union, secures to the people the benefits of the writ of *habeas corpus* and a like provision is embodied in the constitution of 1857.

But Judge BECK is of opinion that while the State cannot abridge or deny the right, she may regulate it; and that she has jurisdiction to regulate it notwithstanding a decision of a Federal court. His views upon the constitution of the Federal Government and the States are interesting. He says: "The Federal Government is one of limited and express powers. The State possesses all attributes of sovereignty, except those conferred upon the Federal Government. If this limitation upon State authority be necessary in order to enable the Federal Government to discharge fully its constitutional powers, I concede that it must be held to exist. But I conclude it is not necessary, and that there are express provisions of the constitution of the Union conferring power upon the Federal Supreme Court which secures the due administration of the laws of the United States quite effectually, though no such limitation exists. It is not contemplated by the constitution that the Federal Government may attempt to discharge its powers by the illegal imprisonment of the citizens of a State, but it is presumed that all of its authority will be exercised in a legal manner. It has the power, in the proper cases, to imprison the citizen. Now, the power to discharge from imprisonment can only be exercised by the State courts when the citizen is illegally imprisoned. If he be legally imprisoned, under Federal authority, the State court cannot discharge, and it is not to be presumed that a State court will attempt to discharge, one so rightfully deprived of his liberty. The presumption must be exercised that both Federal and State courts, in such cases, will honestly, faithfully, and truly administer the law. But should the State court fail so to do, the Federal Supreme Court can exercise corrective jurisdiction over it. This corrective jurisdiction is conferred upon the United States Supreme Court by express constitutional provision and Congressional enactment. I am justified, therefore, in holding that the limitation upon the power of the State court under this writ, as claimed, is not necessary in order to enable the United States

Government to discharge fully all powers conferred upon it by the constitution. The argument therefore based upon the implied limitation of State power *ex necessitate* fails."

This opinion is, however, in direct conflict with a decision in *Ableman v. Booth*, 2 Howard 516, where the CHIEF JUSTICE said, "The powers of the general government and of the States, although both exist and are exercised within the same territorial limits, are yet separate and distinct sovereignties acting separately and independently of each other, within their respective spheres. And the sphere of action appropriated to the United States is as far beyond the reach of the judicial process issued by a State Judge or a State court, as if the line of division was traced by landmarks and monuments visible to the eye." But whether Judge BECK be right or whether the decision in *Ableman v. Booth* be right, it would appear that every American citizen is liable at times to have his right to his writ of *habeas corpus* rendered doubtful by a conflict of jurisdiction, unless Congress alters matters by legislation. The mode of so doing is pointed out by the Judge in the case under notice, for he says, "Admitting that Congress may assume exclusive jurisdiction in cases under this writ arising out of the exercise of authority of the Federal Government, it has in no manner attempted to do so."

We may congratulate ourselves that we have not within us the elements of conflict in the jurisdictions of our courts.

MARRIAGE WITH A DECEASED WIFE'S SISTER.

A MAJORITY of ninety-nine has expressed unmistakably the opinion of the new House of Commons on this question, and it will, we hope, suffice to carry the Bill through the Lords. Many years ago the LAW TIMES expressed a very decided opinion in favour of the repeal of an unjust and unnatural restriction, and all the arguments to which the question has been subjected since have served only to strengthen the conviction then formed. Setting aside the ecclesiastical view of it, which cannot, or ought not, in any manner to influence action as legislators, the reasons in favour of it are overwhelming. The *Times* contends, indeed, that the burden of proof is upon those who would change the existing law; but this maxim, true enough in certain cases, is fallacious in others, as in the instance of a law that restricts natural liberty. It cannot be denied that Lord LYNCHBURST'S Act (for it is not older than the existing generation) is an interference with liberty, and, as such, they who maintain must justify it. If two persons agree to marry, they have clearly a natural right to do so, and although society may interfere to prohibit certain marriages, as being injurious to itself, society is bound to show sufficient reasons for the restraint. Now what are the reasons put forward in this case? That the marriage of a deceased wife's sister *might* (for no proof is adduced) operate to restrain the freedom of family intercourse with the unmarried sisters of a wife, and cause jealousies and dissensions. Against this bare imagination of a possible evil we must set the certain fact that such an alliance is deemed, not merely innocent, but positively advantageous by great numbers, of persons; that it is contracted in defiance of the law and in spite of the formidable consequences to the offspring; that dying mothers prefer to confide their children to the care of a sister, and that widowers, especially among the poor, choose the dead wife's sister because they believe that the relationship will make them fonder and more considerate stepmothers. The decisive proof that it is an arrangement much desired by those whom alone it concerns is found in the fact, that it is so largely adopted in face of the formidable consequences attending it.

But there is one sufficient answer to all the sentimental and prophetic arguments urged on the other side. It has been actually tried and no such consequences as are anticipated were found to arise from it. For many years the law practically permitted such a marriage; for it was voidable only, and not void. It was a good legal marriage unless set aside during the lives of the parties. In practice this was never done, and therefore, as a matter of fact, such marriages were for all purposes lawful marriages, and were contracted very extensively. Inasmuch as they have existed among us for so long a time, what need is there of conjecture and prophecy of possible ills to arise from them? If they are

dangerous to domestic peace, that danger would have been discovered when they were lawfully contracted. But no such objection was then made to them. The law was not changed at the request of jealous wives, or ill-treated nephews and nieces, or upon petitions of philanthropists witnessing human crime or sorrow as the consequences of such an alliance. The change was made with the basest motives, to prevent a solitary marriage, by which an influential family would be deprived of an anticipated fortune. The law that has brought so much misery to thousands of homes, bastardised so many innocent children, and caused enormous prostitution among the poor, who could not afford to go to a foreign country to be wedded in the sight of Heaven, though not according to English law, can boast of no better origin than a gross job for private advantage; and we trust that one of the first acts of the Reformed Parliament will be to sweep it from the statute book.

CRIME IN IRELAND.

THE condition of Ireland is not a new question; it has been the subject of endless debate; it has troubled statesmen and perplexed Parliaments for more years than the oldest living man can remember; numberless remedies have been proposed, many have been tried, and more are promised. But all have failed to cure, or even to relieve, the malady that has afflicted her. The rational conclusion is, either that the source of suffering has not been discovered, or that the disease is incurable.

Crime in Ireland, with the exception of one class of crimes, is far below the average of English criminality. That exception is important, for it indicates the direction in which the causes of the disorder are to be sought. These two exceptional classes of Irish crime are agricultural and political; the assassination of landlords and faction fights. What are the motives that stimulate these offences, and invest them with a halo that changes their character in the eyes of the Irish people?

Until we obtain a clear notion of the causes, it will be impossible to deal practically with the problem that presents itself for solution to the British Government and Parliament.

It is strange that the truth should not be more readily recognised, that Irish discontent has not its origin in hostility with any existing law, or objection to a Protestant Church, but has its source in a sentiment that lies beyond—the passion for a national existence. This is the key to Irish discontent.

England conquered Ireland. The land of Ireland was in great part taken from its owners and parcelled out among Protestant Englishmen and Scotchmen.

Centuries have elapsed, but this conquest and confiscation have not been forgotten. The Irish still look upon the British as their conquerors; still refuse to acknowledge their title; still remain firm in the conviction that time can give no title to the proceeds of a robbery. Therefore it is that in their consciences they believe it to be their right, and even their duty, to vex their conquerors on every possible opportunity; to oust them when they can, and regain the land of which their ancestors were, as they assert, dispossessed by force or fraud. They desire to be a nation. They have heard other peoples, such as the Italians, the Poles, and the Hungarians, lauded by the English papers for striving to recover their nationalities, and the Irish have concluded, not unnaturally, that what was virtue in those other peoples would be virtue also in them.

This is the true cause of Irish discontent and of the outrages that have alarmed the whole country, and therefore it is that the proposed abolition of the Protestant Church, the promises of compensation to tenants for improvements, and the general declaration of good feeling to Ireland and the Irish in Parliament and in the Press, have failed, and will fail, to bring about that union in fact which now exists in name only. The Irish mind is bent upon national independence, and nothing less will content it.

But England cannot sanction an independent Ireland. At any price Ireland must be possessed by England, if not as an ally, as a subject, held by force, if necessary. Does any person doubt that the time will come, and probably soon, when England will be obliged to employ that force, or that when the hour arrives the British garrison that has grown up in Ireland will be the mainstay of our power there, and that our safety will depend upon its fidelity?

THE LEGAL QUARTERLY.

WE regard a quarterly publication as of value, because it gives more mature views than can be looked for in weekly publications, and upon subjects in which maturity of thought is so desirable. It is not possible to say, however, that the three months' interval between the periods of publication are used by writers in the legal quarterly to the best advantage. More than one of the articles in this number may be regarded either as purposeless or insufficient. To take an example, we turned with considerable interest to the title "The Election Inquiries," hoping to find what we contemplate supplying, namely, a digest of the decisions, with a display of the discrepancies and inconsistencies, as contrasted with the principles agreed upon and adopted. Instead of this we find that the "Election Inquiries" are not dealt with at all, except to ventilate the discontent of Baron MARTIN with his present position, and the grumbings of the Press. The shortcomings of the new tribunal have been obvious to everyone, and it was a work of supererogation to elaborate the proof. However, the learned author has a suggestion, and that is, that all questions affecting the validity of an election should be disposed of before the return is made, by means of an investigation, supervision, or scrutiny by the returning officer, with the aid of competent assessors. With all deference, we venture to think that this plan could not work. Conceive the immense amount of labour which would be expended to no purpose. Frequently questions do not arise until after the return, and to secure thorough justice, all elections would have to be investigated to discover the two or three score cases of corruption. We do not see why the present tribunal should not be rendered efficient by the time the next batch of petitions presents itself.

Another article which might have been dispensed with is the first, on the well-worn subject of a Law Digest, and the operations of the Law Digest Commissioners. Considering that the matter is now as it were *sub judice*, and considering moreover that the selected men are now engaged in the labour of digesting, the publication of such a paper is quite purposeless. It is remarkable, however, for one feature. The writer was a competitor for a portion of the Digest, and he modestly refrains from criticising as we did very freely the three specimens which were published. But the publication of those specimens suggests to him "that in all cases of competitive examination it would be exceedingly desirable that the examiners would (*sic*) issue after each examination a book, at cost price, containing all the answers, as well of the rejected as of the successful candidates." This appears to us to be about the most unreasonable proposition, to use the mildest term, ever made in a legal publication. The object which the writer wishes to secure is, that the general public shall have the opportunity of doing that which they certainly never would do, namely, of going over the work of the defeated candidates to ascertain whether they ought not to have been successful. This remarkable suggestion is clinched by a very striking passage which will we anticipate be as new to our readers as it was edifying to ourselves—"though it is the province of a court to deem everyone innocent prior to his conviction, it is on the other hand a postulate of law and legislation that even the highest star may fall." Because the highest star may fall, therefore examiners should publish all answers at cost price. And the writer takes the trouble to expound this theory, although he admits that it can have nothing to do with the Law Digest Commissioners.

There is a quaint article on LORD WENSLEYDALE, which appears to have been written by some one well acquainted with him. We have called it quaint, because no other word could properly describe the style. We are told that Mr. PARKE never "rose to be a leader, or obtained the distinction of a silk gown." What is the difference? We are further told (p. 17) that "his narrative became both perspicuous and easy to follow; and his exposition of the law applicable to the case was both lucid and logical." Yet, on page 18, it is written, "he was, perhaps, occasionally unsuccessful in making himself quite intelligible to a common jury. . . . We know that he has expressed regret at the number of cases tried before him where the verdict was wrong, which was, we suppose, mainly owing to this circumstance." On the next page, we

are told that, although not partial to poachers he tried them fairly. We notice these features in the article because it deals solely and very superficially with Lord WENSLEYDALE's personal character. Much more might have been done for so sound a lawyer.

The fourth article in this number of the magazine is a pleasant reference to "an old circuit leader," to wit, JOHN JOHNES, of the "Old Carmarthen," who, although famous little more than a quarter of a century ago, is now forgotten. His life is taken as illustrating the text "It is difficult to believe how short lived is the fame of a favourite barrister on circuit." "Such a man," the writer observes, "within the limits of his circuit, is as famous as a man well can be. But should it happen that he never attained a judgeship or other signal official dignity, but 'died a Nisi Prius leader,' it is marvellous how rapidly and completely the recollection of him fades from the memory of the public, and how soon his name is utterly forgotten, even in the fields of his former glory."

About the best article in the volume is that on Coroners' Election Law, which fully summarises the statutory provisions, and concludes with the recommendation that a Bill should be introduced to assimilate the right of voting at elections of county coroners to the right now exercised under the Representation of the People Act 1867. "After reciting the inconvenience to which the present law respecting the qualification of voters at elections for county coroners has given rise, it should provide that the qualification of such voters should be in future the same as that of freeholders at Parliamentary elections, and disqualify all other persons. It should confine its operation to election for county coroners under the writ *de coronatore eligendo*, and save from its purview coroners *virtute officii*, as also all appointed by charter, commission, or privilege, or in accordance with any prescription or custom. It should also reenact the 7 & 8 Vict. c. 92, except as to the single point of electoral qualification, and the Bill should be exclusively confined to England. Its set effect would be to limit the coroner's franchise to those freeholders whose names are on the Parliamentary register, but not to extend the coroner's franchise to any one not at present entitled to vote at such elections."

Articles on "indexing and digesting," "Campbell's lives of Lord Lyndhurst and Lord Brougham," and on the Site of the new Law Courts (written before Mr. Lowe's announcement), complete a number of the *Law Magazine*, which if not extremely useful, is entertaining.

ELECTION LAW.

AN EXPLANATION.

MR. COOK, of Bridgwater, the local solicitor for the petition against Mr. Serjeant Cox, has again written to complain of an expression in the letter of "TAUNTONIENSIS," in the correspondence of last week, that he had "compelled" Mr. Cook to speak out. The term was not well chosen, certainly, but its meaning manifestly was not that which Mr. Cook supposes. Mr. Cook reads it as implying that pressure had been put upon something like reluctance on his part to speak out; whereas, in truth, he was most anxious to have it known to all the world that he was in no way concerned in the unprecedented breach of good faith that had been practised in the case of which, though he had the local management, he had not the controlling conduct. We said before, and we repeat, that it redounds greatly to the honour of Mr. Cook that he should be thus eager to relieve himself even from the suspicion of complicity in such a transaction. As a solicitor, and as a gentleman, he is anxious to repudiate all knowledge of or connection with so discreditable an affair and we are glad that he has given us the opportunity thus to exonerate him with the Profession. Our correspondent has really done him the most important service by enabling him to contradict publicly what might otherwise have been the natural conclusion of those who have read the story of the petitions. Mr. Cook must remember that where a dishonourable act has been done, and the parties by whom alone it could have been done were few in number, it is of the greatest interest and importance if one or more of those parties should press forward anxiously, to say in effect, "It was none of my doing; I had neither art nor part in it; I was

not present; it had not my concurrence nor sanction;" for thus, as our correspondent truly stated, by the process of exhaustion the real offenders may be discovered.

"TAUNTONIENSIS" wrongly used the term "compelled," when he intended only to say that he had "caused" Mr. Cook to speak out. We are perfectly satisfied that Mr. Cook needed no "compulsion;" that, on the contrary, he was anxious and eager to clear himself. It had been asserted again and again that the petition was entirely that of the local people, and that no other person or persons were concerned in it. The assertion was believed, and until Mr. Cook declared that he, as the local solicitor, had nothing to do with the transaction in question, he might not unreasonably be supposed to have had some knowledge of it.

Thus, then, it stands now. By an unprecedented breach of professional faith, or of personal honour, or of both, the petitioners against Mr. BARCLAY were tricked out of their petition, and Mr. Serjeant Cox was unseated. Mr. Cook, the country solicitor on the other side, has eagerly vindicated himself by declaring that he was not a party to that breach of faith, and the Profession is looking for other disclaimers.

We hasten to express our regret that a word should have been admitted here calculated to convey a wrong impression of the character of Mr. Cook's denial. It was certainly not "compelled;" it was not even reluctantly offered; it was immediate and unequivocal, as became a gentleman anxious to relieve himself from all connection with a transaction which he cannot justify. "TAUNTONIENSIS" could have meant only that he had "caused" Mr. Cook so to write, and for whatever annoyance the use of the term "compelled" instead of the word "caused" may have given him, we repeat our regret.

THE THIRD TAUNTON PETITION.

THE Court of Common Pleas has decided, not that the petition against the return of Mr. JAMES would not lie, and must be taken off the file, but that the proceedings thereon must be stayed, inasmuch as the charges contained in it had been adjudicated on the trial of the petition against the return of Mr. Serjeant Cox. In the course of the matter of that petition, the question whether Mr. JAMES was duly qualified was indirectly raised by the notice given by the respondent of recriminatory charges and by the cross-examination of the witnesses for the petitioners with a view to such recrimination, and although the respondent did not call witnesses to support his charges still, as he might have done so, the Judge, in fact, decided upon them by deciding that Mr. JAMES ought to have been returned. In this point of view, which is a new one not suggested until the hearing, no fault can be found with the decision. The points put forward by the newspapers as invalidating the petition, were scarcely touched upon in the arguments, and did not enter into the judgment.

ELECTION PETITIONS.

HORSHAM.—At the Judges' Chambers of the Common Pleas on Monday, Mr. Lumley Smith and Mr. Goldney attended Mr. Justice Willes in reference to the double return in the Horsham election. There had been two petitions. Mr. Hurst and Major Aldridge claimed the seat. The first petition, *Dickins and another v. Hurst*, had been withdrawn, and in the other petition, *Hurst v. Aldridge*, the respondent had given notice that he did not claim the seat, and the usual notice had been given, and Mr. Hurst could now take his seat as a member for Horsham. Mr. Lumley Smith asked for costs against Major Aldridge. Mr. Goldney, for Major Aldridge, said it was a case of double return, and the Major was obliged to go on until he was satisfied that he should fail on a scrutiny, and he then withdrew from claiming the seat. Mr. Buok (Baxter and Co.) said Major Aldridge was in attendance. Mr. Durrant Cooper, for Mr. Hurst, asked for the costs, as bribery had been imputed. Mr. Justice Willes, as the point was of some importance, said he would consult the other judges as to the question of costs. He had nothing to ask Major Aldridge on the case.

NORTH NORFOLK.—On Wednesday at the Judges' Chambers, an application was made in the North Norfolk election petition, *Colman v. Sir E. H. K. Lacon and F. Walpole*, on the part of the sitting members, for "particulars" as to the charges alleged by the petition. An order was given by consent. The case is to be heard on Tuesday next, the 11th instant, at the Castle, Norwich, when Mr. Serjeant Ballantine will appear for the petitioner, and Mr. Rodwell, Q.C., Mr. O'Malley, Q.C., and Mr. Bloomfield, for the sitting members.

ELECTION PETITIONS—SCALE OF COSTS.

The following is the scale of costs under Parliamentary Elections Act 1868 and Rules of Instructions:

	£	s.	d.
For petition, { Under special circumstances ...	3	3	0
Or, at master's discretion to ...	5	5	0
For list of votes intended to be objected to and heads of objection, pursuant to Rule VII. or VIII., at the rate for each vote objected to ...	0	6	8
But not to exceed in the whole guineas, unless under special circumstances the master shall think fit to allow more.			
For special case ...	1	1	0
For case on evidence ...	2	2	0
To act for respondents ...	1	1	0
For notice of application for leave to withdraw ...	1	1	0
To make any interlocutory application ...	0	13	4
For brief on the trial at master's discretion having regard to the number of witnesses, the necessary attendance of witnesses, perusal of documents, and other work done in preparation for the trial for which no other charge is allowed ...	0	6	8
For special affidavits ...	0	6	8
In lieu of the fixed fees for instructions for and drawing affidavits, the master is to be at liberty to take into his consideration the special circumstances of each case, and at his discretion to make such allowances for work, labour, and expenses properly performed and incurred in or about the preparation of the affidavit as shall appear to him to be just, having regard to the length of the affidavit and the nature of the question involved.			
Drawing.			
Petition ...	2	2	0
Or if properly exceeding 42 folios, at per folio ...	0	1	0
Special case ...	0	0	0
Or if properly exceeding folios, at per folio ...	0	1	0
Case on evidence and brief on hearing per folio ...	0	1	0
Lists of votes intended to be objected to and grounds of objection, affidavits, and all other documents for which no other charge provided, at per folio ...	0	1	0
Copies.			
Impressing and copying all documents, at per folio ...	0	0	4
The same charge to be allowed for every necessary copy if printed, and in that case a copy for the printer is to be allowed at the same rate.			
Perusals.			
Of petition by opposite party ...	1	1	0
Or, if exceeding 63 folios, at per folio ...	0	0	4
Of list of votes and heads of objections by opposite party ...	1	1	0
Or if exceeding 63 folios, at per folio ...	0	0	4
Of affidavits by opposite party, at per folio ...	0	0	4
Oaths and Exhibits.			
To commissioner for oath, in London ...	0	1	6
In the country ...	0	2	6
To attorney or agent for preparing each exhibit in town or country ...	0	1	0
The commissioner for marking same ...	0	1	0
Notices and Services, including Drawing and Copies.			
Notice of the presentation of a petition and service of petition ...	0	5	0
Notice of the nature of security ...	0	10	0
Notice of objections to security ...	0	10	0
Copy and service of subpoena or summons ...	0	5	0
Service of list of votes objected to ...	0	5	0
<i>Dues taken.</i> ...	0	7	0
Notice of application for leave to withdraw a petition, or of abatement, and leaving same at master's office ...	0	10	0
Notice of same to respondent ...	0	10	0
Notice of same to returning officer ...	0	5	0
Notice of intention to apply for leave to be substituted as a petitioner ...	0	10	0
Notice under Rule LI. by advertisement in newspaper ...	0	10	0
Attending each printer, in addition to payment ...	0	6	8
Notice under same rule to returning officer ...	0	5	0
Notice under same to master ...	0	5	0
Notice of not intending to oppose petition ...	0	10	0
Notice to be given to the master of application to be admitted respondent under 38th section of Act ...	0	10	0
Notice of appointment to act as agent for petitioner or respondent ...	0	10	0
For services and endeavouring to effect service on respondent or petitioner, when no agent named or address given, and upon witnesses, such reasonable charges and expenses as may be properly incurred, having regard to distance or employment of an agent			
Attendances.			
To search—each search, where necessary ...	0	6	8
On each counsel, with papers or briefs, or to fix consultation when a fee is paid not amounting to five guineas ...	0	6	8
When it amounts to five guineas ...	0	13	4
When it amounts to twenty guineas ...	1	1	0
When it amounts to forty guineas ...	2	2	0
To leave petition with master and obtain receipt ...	0	6	8
On each petitioner to get petition signed ...	0	6	8
To leave list of voters objected to and heads of objections ...	0	6	8
To deposit money by way of security, and to leave bank receipt or certificate with the master to include all charges connected therewith ...	1	1	0
When the same shall amount to 1000l. ...	2	2	0
To obtain payment of money deposited, or any part thereof ...	1	1	0
To inspect any document left at the master's office, and if required to bespeak and procure office copy ...	0	6	8
On printer, with papers to be printed in lieu of written copies, and with proof ...	0	6	8

To enter appearance for respondents ...	£	s.	d.
On application before the master ...	0	6	8
On application before the judge at chambers ...			
At master's office, to inspect notice of trial ...	0	6	8
On trial of petition, each day ...	3	3	0
Including all attendances except one to deliver briefs to each counsel.			
If the master shall consider it necessary that the attorney or agent's clerk should also attend, a further fee for his attendance each day ...	1	1	0
If the attorney or agent and clerk are not residing in the place where the trial is held, a further allowance for expenses each day he is necessarily detained from home, of ...	1	1	0
And travelling expenses properly incurred.			
Term Fees and Miscellaneous.			
For term fees, &c. ...	5	5	0
When there is a country attorney and town agent, the further fee for letters of ...			
And if it shown to the satisfaction of the master that the agency correspondence has been special and extensive, he is to be at liberty to make a special allowance in respect thereof.			
For any work and labour properly performed, and not herein provided for, such allowance to be made as may be analogous to the above fees, as are usual and customary in the Court of Common Pleas for similar work and labour.			
Where a solicitor in the country is concerned for a petitioner or respondent, the same principle as to costs shall apply if he employs a London agent entitled to practise in cases of election petitions, as are applicable if he employs a London attorney to act as his agent.			

The following Fees to Counsel are to be allowed to Attorneys and Agents.

Retainer—			
Leading counsel ...			
Junior counsel ...			
For settling petition—List of voters objected to, and heads of objection, special case, and special affidavits, when necessary, such fees as the master shall think proper and reasonable.			
On hearing of petition—Leading and junior counsel with brief, according to circumstances.			
If it is necessary to take counsel to attend the hearing specially, a special fee in addition to the above—			
Leading counsel ...			
Junior counsel ...			
Per day, while the case is in hearing—			
Leading counsel ...			
Junior counsel ...			
If the counsel is detained through case not in hearing, per day—			
Leading counsel ...			
Junior counsel ...			
Two counsel only to be allowed, unless the circumstances of the case justify the employment of three, but no more than three are in any case to be allowed except by agreement of parties.			

SAYINGS AND DOINGS OF THE COURTS.

[CONTRIBUTED BY THE REPORTERS OF THE SEVERAL COURTS.]

ROLLS COURT.

The past week has produced the following cases worthy of notice:—

The Blakely Ordnance Company v. Blakely was a suit to set aside a voluntary gift of ten debentures of the company for 1000l. each, which were given by Captain Blakely, shortly after the formation of the company, to his sister, who was the defendant in the present suit. The company was incorporated in June 1865 for the purpose of acquiring and working the business of gun and ordnance manufacturers, formerly the business of Captain Blakely and Mr. John Dent, for whose goodwill, &c. they were to pay 375,000l., of which 150,000l. was to be paid by the issue to Blakely and Dent, of debentures to that amount payable to bearer, the capital of which was to be repayable at the end of three years, and to bear interest payable half yearly at the rate of 6l. per cent. per annum in the mean time. These debentures, which were for 1000l. each, were accordingly issued, and were made payable to Blakely and Dent, their executors, administrators, or assigns, or to the bearer thereof. On the 8th Aug. 1865, within two months after the incorporation of the company, Captain Blakely gave ten of these debentures to his sister as a birthday gift. At that time he was the registered owner of over 1800 shares in the company, on which 20l. per share was payable, but no call had been made; he also owed 35,000l. to the Agra and Masterman's Bank, but this debt had been taken over by the company, who were liable for it in the first instance. On the winding-up of the company in July 1866, Miss Blakely was admitted to prove as a creditor in respect of the ten debentures. In accordance with the decision of Lord Justice Rolt in *Re The Blakely Ordnance Company (Limited)*, 18 L. T. Rep. N. S. 132; where it was held that the holder of the debentures of the company, payable to bearer, was entitled to prove apart from all regard to the equities subsisting between the original debtor and creditor upon them. This suit was then, with his Lord-

ship's permission, instituted to set aside the gift as void under the 13 Eliz. c. 5. In support of the bill it was urged that the gift was purely voluntary, and was made with the intention that the defendant might be entitled to prove against the company for the whole amount of the debentures, without setting off the calls which might be due from Capt. Blakely in respect of his shares, which the company would have been entitled to do if Capt. Blakely had retained the debentures. They contended that the effect of the gift had been to delay the creditors of Capt. Blakely, and that therefore the court should, in accordance with recent decisions, infer that the intention was to delay the creditors; they asked that the gift might be declared void, or that at least an inquiry might be directed into the circumstances of Capt. Blakely at the date of the gift. His Lordship said that there was nothing in the evidence to bring the case within the statute of Elizabeth. Though this company had turned out unfortunate, it had started with fair prospects of success. The shares were at a premium at the date of the gift, and Capt. Blakely's retention of the shares, at a time when he might easily have disposed of them, was a proof of his confidence in the stability of the company. He was of opinion that there was no ground upon the evidence for assuming that Capt. Blakely made the gift with the intention of delaying and defrauding his creditors, and he would not direct an inquiry into Capt. Blakely's circumstances at the date of the gift in order to obtain evidence which should have been produced now if it existed. The bill must be dismissed with costs.

Re Lush's Trust was a petition by the Law Reversionary Interest Society for the payment out of court of a fund which had been paid in in this matter under the Trustee Relief Act. The circumstances of the case were as follows:—A Mrs. Bowren having become entitled under her grandfather's will to a reversionary interest in a sum of money, her husband, wishing to get it into his possession, induced her, by threats, to sign her maiden name to a document which was dated and purported to be executed before her marriage; by this document she assigned her interest in the money to her husband. In order to procure a marketable title to the interest thus acquired, Bowren entered into an agreement with a solicitor's clerk, named Collins, to sell it to him for 450l., and the clerk filed a bill for specific performance of the agreement. Collins, having obtained a decree for specific performance, which Bowren, of course, did not resist, abandoned the agreement, and Bowren, having strengthened his title by a judicial decision, put up the reversion for sale by auction, and it was purchased by the Law Reversionary Interest Society. The reversion having fallen in, the Society now presented their petition for the payment of the fund out of court. This was opposed by Mrs. Bowren. It was contended, in support of the petition, that no written document can be upset by the uncorroborated evidence of an interested party, and that the date appearing on the face of the written document ought to be assumed to be the true date, rather than that now given by Mrs. Bowren, whose evidence was unsupported; and that even supposing the document to have been executed after her marriage, she had deprived herself of her equity to a settlement by her fraud in concealing the facts. His Lordship was of opinion that the petitioner's case failed. He believed Mrs. Bowren's evidence to be true; he believed that she had signed the document under pressure; she had committed a fraud, but she was not to suffer for it, as she had done so under her husband's coercion. The Chancery proceedings were evidently intended to give an appearance of validity to the transaction. He deeply regretted that the court had thus been made an instrument of fraud; but the registrar would never have drawn up the decree if he had suspected the true state of the case. It was one of the functions of the court to protect married women from the undue influence of their husbands, and this appeared to him a case in which the court ought to extend its protection. He was of opinion that her signature had been extorted from her by her husband, and that she was not bound by it. The Law Reversionary Interest Society were perfectly innocent in the matter; but they had made no inquiry, and were satisfied with the decree of the court; they might have required a declaration before a magistrate as to the validity of the document. He would order that the dividends on the fund be paid to Mrs. Bowren till further order. If Bowren should survive his wife, the society would then take the whole fund; but if the wife survived, they would take nothing.

In *Re The Accidental Assurance Company* was a petition that the voluntary winding-up of this company, under the supervision of the court, might be superseded by a compulsory order, and that Mr. Whiffen, the present official liquidator, might be removed, and another appointed in his stead. The grounds of the application were that the resolution which had been passed to wind-up the company voluntarily was invalid by reason of

certain of the members, who took part in passing the resolution, being disqualified, and that Mr. Whiffen, in making out the list of contributories, had omitted the names of certain directors, who ought, it was alleged, to have been placed on the list. The petition was supported by sixty-one shareholders, holding 980 shares, and by creditors to the amount of about 10,000*l.*, of which about 3000*l.* had been proved. It was opposed by creditors to the amount of about 23,000*l.*, of which about 13,000*l.* had been proved. His Lordship said that he was of opinion that it would be beneficial for the company that the present official liquidator should be removed; he had been a clerk of the company, and his previous relation to the company rendered him unfitted to discharge the duties of official liquidator to this company. His Lordship would not make an order for a compulsory winding-up, unless all parties wished it; he would refer it to chambers to appoint a new official liquidator instead of Mr. Whiffen. The shareholders and creditors who supported the petition should have one set of costs between them, and the petitioners should have one set of costs, but the opposing creditors could not be allowed any costs.

V.C. MALINS' COURT.

One or two cases deserving of record have occurred during the past week. The first was *Re The Land Shipping Colliery Company (Limited)*, being a question as to the liability of Messrs. Harwood, Gull, Geary, and Stafford as contributories, their names having been placed on the list in the winding-up. These cases greatly resemble *Crawley's* and *Robinson's* cases, in *The Peruvian Railways Company*, inasmuch as they had most of them taken shares at the request of another person, and had done little more than apply for shares. In *Harwood's* case, he applied for twenty shares, at the request of William Sparrow, auditor, and a shareholder who had been absolved from liability, chiefly on the ground of the lax mode in which the company had been managed: (*vide* 18 L. T. Rep. N. S. 786.) Crosse, the secretary, being told of the application by Dr. Sutton, lessee of the Land-Shipping Colliery, filled up a letter of allotment, and deposed to sending it by post, and, not receiving a reply, sent another letter of reminder, asking for 60*l.* Harwood then repudiated liability; but the application was not forthcoming, nor was there evidence of the actual posting of the letter of allotment. *Harwood's* case was that he had signed (with others) a paper agreeing to take shares at the request of Sparrow, but conditional on the company being successfully floated, and two-thirds of the shares *bona fide* taken, whereas the company never was successful, and out of two-thirds of the shares taken (1350) 640 were paid up, and given, as part of the purchase-money, to Sutton for the colliery. On this state of facts the Vice-Chancellor held that Mr. Harwood's name must be taken off the list; but, as he was evidently playing fast and loose, he must pay his own costs. In Mr. Gull's case the application was in evidence, for twenty shares, taken at the request of Dr. Sutton, and he (Gull) stated his belief that an allotment of shares was made, but it was not until the eve of the winding-up that an application was made for the 60*l.* The Vice-Chancellor said that to make a man liable as a contributory it must be proved that he had applied for and received an allotment of shares, and the fact communicated, provable actually or by his subsequent conduct. In *Re The Peruvian Railways case*, *Re Crawley*, he executed a blank transfer, there being no evidence of his reception of the letter of allotment, and he was held liable, and also on appeal. Here the evidence of the allotment was very loose, and Mr. Gull's name must be taken off the list, with costs. The official liquidator then gave up the other cases, but asked for costs, which were refused, but his costs given out of the estate in the usual way.

The next case was that *The Cheltenham and Swansea Railway Carriage and Wagon Company (Limited)*, which was chiefly peculiar for the gross and reiterated charges made against the directors and the Gloucestershire bank in the ordinary petition to wind-up, with the usual statutory affidavit, and a great mass of cross-examination taken before a special examination. It appeared that for nearly eighty years the firm of Shackleford, Ford, and Co. had carried on business as carriage makers at Swansea, and in 1866 transferred their business to a company called "Shackleford, Ford, and Co. (Limited)," in the next year changed to the present title under the sanction of the Board of Trade. A meeting of shareholders then took place, and the result was a committee of investigation. This committee made a report stating that the concern was insolvent at the time of the transfer, was kept up by accommodation bills; that it would have been better if the parties conducting it had had a direct pecuniary interest, and setting forth large figures of loss, chiefly as to a sum of 24,000*l.*, and recommending a winding-up, a sale or reconstruction, if it appeared that there was the nucleus of

a good business. To this the directors published a reply (both being printed), denying the insolvency, insisting that everything was *bona fide*, and that in the management (or mismanagement) they were the victims and not the cause. The petitioner was chaplain of Brislington House, the well-known lunatic asylum, the holder of ten shares on which he was liable for 20*l.*, having paid 80*l.*, and had an opportunity of retiring when the company was reconstructed, but had not availed himself of it. It will be remembered that when the petition was presented it was published in the Bristol papers *in extenso*, and a motion to commit the proprietors of those journals for contempt was made, and they were ordered to pay the costs. After the hearing of the petition had proceeded as far as the conclusion of the opening, and the reading of evidence in support of the petition, there being affidavits in opposition, entirely denying the charges made, the Vice-Chancellor, in an elaborate consideration of the petition and evidence, made some very strong observations on the subject. It was evident, he said, that the petitioner was actuated by most malevolent motives, and probably at the bottom of the publication of the petition in the newspapers. The affidavits in opposition to the petition were express in their denial of all the gross charges made in it; and it appeared clear that the company was carrying on a good business, with 250 workmen, at an expense of 1000*l.* a month, with a contract for 37,000*l.* with the Russian Government, and was perfectly able to meet its liabilities. It was, therefore, neither unable to pay its debts, nor was it just or equitable that there should be a winding-up order, and therefore the petition must be dismissed with costs, including the costs of the directors and the bank.

Another singular case was that of *Cornish v. Hall*, raising the question how far sub-purchasers are bound under a restrictive covenant introduced in conditions of sale and conveyances with respect to building land. In this particular case two clergymen were the owners of land near Norwood, called Dagnall's Park, and it was laid out in a great many lots, and some of them sold by auction. In the conditions of sale on this occasion, which was in 1851, there was a stipulation that the covenants should run with the land, and that the houses to be built should not be placed nearer than twenty-five feet to a certain road, should be of the value of 300*l.*, to be used as a private residence, and not used as a shop or public-house. In pursuance of this condition, in the conveyance to two of the purchasers, there was a covenant extending the restriction to "any trade or business whatsoever." In 1854 there was another sale, and the condition then introduced the words "beer-house," and the value of the house was put at 200*l.* The Brighton Railway Company took a portion of the property, through which the railway was constructed, with an embankment and a station, and, not requiring eventually all that was taken, they sold it as surplus land, and the defendant purchased it. The plaintiff was the purchaser of seven lots, and on two of them he had built a house, and a school and gymnasium, and, the defendant proceeding to erect three houses, two of which appeared to be intended for shops and the other as a public house, this bill was filed on the ground that it was in contravention of the covenant. The defendant called in question the plaintiff's right to sue, contending that the school was not a private residence, that the railway having taken the land, the covenant was thereby discharged, and that one of the conveyances was in fee, without restriction. After an elaborate argument, the Vice-Chancellor said that if the defendant's contention was correct, no man in this great country, where privacy was so important, could be safe from the noise and nuisance of shops or public-houses; the cases were numerous, and he must carefully consider them before giving judgment.

The next case was that of the *Mid-Wales Railway Company v. The Cambrian Railways Company*, which was a demurrer to a bill filed to restrain an unequal use of the Llandloes Station, which by the Act was to be enjoyed by the three companies (the plaintiffs and defendants and the Llandloes and Newton) equally, giving joint power to appoint officers, make bye-laws, &c., by a committee, which had not been appointed. It was objected by the defendants that the committee was the proper tribunal, and until that had been tried the plaintiffs had no right to come into the court, which had no power or sufficient means to adjudicate between the parties. His Honour, however, was of opinion that the bill was one which must be answered, the principle being that it was a defendant's duty to demur only in a case where it was perfectly clear that no relief could be had. That was not the case here, and he was not aware that the fact of there being another tribunal ousted the jurisdiction of this court. The demurrer must be overruled in the usual way.

Catling v. The Great Northern Railway Company occupied a considerable portion of the sittings of the court during Tuesday and Wednesday.

day, and was a bill filed by a builder at Holloway for the specific performance of a very special contract to take about five acres of land near the Seven Sisters-road. The plaintiff having opposed a Bill which the company were promoting in Parliament, under which the land in question would be taken in consideration of the withdrawal of that opposition, it was agreed that if the Bill passed in any shape the company should take the land at a price to be ascertained upon an apporportioned rent, and to pay compensation as after mentioned, also cost of drainage, and the purchase to be completed in six months after the passing of the Act. The value of the land, compensation, and costs to be referred to a surveyor in the usual way in case of difference. The price of the ground to be twenty-five years' purchase, subject to the deductions of the time occupied in making the improved rents, and the plaintiff to cease building. The plaintiff sent in a claim of 40,000*l.*; the parties differed, and the matter was referred to Mr. Clutton, the well-known land agent, who awarded 16,675*l.* in all. The company gave a cheque for that sum to their solicitors, and the plaintiff offered to take it if other matters were left open, which was refused, and this bill was filed, claiming against the company interest on the purchase-money in the usual way, costs of reference, and costs of suit. The Vice-Chancellor was of opinion that the interest must be paid on the usual principle, from the date of the contract; that the whole proceeding, if not technically, was substantially under the Lands Clauses Act; and that was proved, partly by Mr. Clutton having annexed a declaration to the award that he so acted, and being aware of its provisions, he would no doubt have given a much larger sum, had he not acted under it. It was true that the company were not in possession; but under the clauses in the contract, the plaintiff was deprived of it, although it was also true that it produced no rent. Moreover, they purchased the reversion, and therefore if the plaintiff had paid anything for rent since the date of the contract, he must be reimbursed, and have the costs of reference and the costs of suit. The interest must be 4 per cent.

COURT OF QUEEN'S BENCH.

The Chief Justice announced that on Monday, Tuesday, and Wednesday, the 10th, 11th, and 12th of May, the court will sit in banco, and will take the new trial rules in cases tried before himself and Mr. Justice Mellor. In the case of *Levenson v. The Queen* (better known as Madame Rachel's case), which was a writ of error brought up on a conviction of the plaintiff in error at the Central Criminal Court for obtaining money by false pretences, whereupon she was sentenced to a term of penal servitude, Mr. Mellish, Q. C. appeared and argued that the conviction was erroneous. Three grounds of error were alleged: First, that under the 2nd section of the Central Criminal Court Act (4 & 5 Will. 4, c. 36), it is necessary that two at least of the judges of the Central Criminal Court should be present at the trial of the parties charged, and that they should be the same two; and that upon the trial of the plaintiff in error which extended over three days, the two same judges were not present on all the days; secondly, that the Central Criminal Court cannot be divided into distinct courts, and that it was so divided upon the trial in question; thirdly, that Mr. Commissioner Kerr before whom the prisoner was tried had no legal authority to sit as judge. The court held that the two last grounds of error were untenable, but as regarded the first, they took time to consider their judgment.

In *Francis v. Cockerell* a special case which came on for argument on the 30th of the last month, an entirely new point came before the court for decision. A number of persons acted together as a committee for the purpose of getting up races in a country town, and one of them, the defendant, undertook the duty of getting a stand erected for the accommodation of the public on the race-ground. The profits, if any, were to go in aid of the race fund. The case found that the defendant employed, to erect the stand, competent contractors; but that there was negligence in the manner in which it was erected, owing to which it gave way, and the plaintiff, amongst others, sustained personal injury. Should the defendant be held liable under such circumstances? Mr. Mellish, Q. C. (with him were Mr. H. James and Mr. Harington) argued that he should, as somebody must be answerable to the plaintiff for the injury suffered by him, and there was no privity between him and the contractors, whilst the defendant, if held liable, had his remedy over against them. Mr. Matthews, Q. C. (with whom was Mr. Huddleston, Q. C.) contended that from the position occupied by the defendant the only duty cast upon him was to employ competent persons to erect the stand, and the case found that he had done so. The court reserved its judgment.

On the same day Mr. Mellish, Q. C. (with him

Mr. Hawkins, Q.C. and Mr. Charles Russell) obtained a rule nisi on all the points reserved on the part of the defendants in the famous *Saurin v. Starr* case. The court, however, intimated an opinion that a new trial would not be granted, on the ground that the verdict was against the weight of evidence, as the issues determined by the verdict were matters for the jury, and the jury had throughout the long trial discharged its duties with the greatest care and patience. The points to be argued will be whether there was any contract between Miss Saurin and the sisterhood at Hull which the law will recognise and aid; whether the contract is not illegal, as (in addition to the ground of its repugnance to certain statutes), in restraint of marriage, and by its obligation of poverty opposed to industry, and void also as a contract of unconditional service to the end of life; and whether, if the original contract is so, the count for a conspiracy to deprive Miss Saurin of the benefit of that contract can be sustained. As to the count for libel, it will be argued that there was no evidence of publication on the part of the defendant, Mrs. Kennedy; that there was no evidence of the libel to go to the jury at the end of the plaintiff's case, as the depositions had not then been put in by the defendants, and the plaintiff's counsel had refused to put them in; and, finally, that there was such a variance between the libels contained in the declaration and those contained in the depositions, that the count for libel in the declaration cannot be sustained.

The power of the Consistory Court to authorise by a faculty the use for secular purposes of ground once consecrated for burial, was argued on Monday last in the case of *Reg. v. Travers Twiss*. A piece of ground attached to the old workhouse of Shoreditch, had been consecrated in 1778, and some persons were buried there, but for the last forty-five years there has been no one buried in the place. It having been found necessary to remove the old workhouse and build a larger one, a portion of the new buildings, the chapel amongst them, was erected on part of the old consecrated ground. A faculty to authorise the use of the ground was applied for and obtained from the Consistory Court. The Solicitor-General applied for a rule for a prohibition to the judge of the Consistory Court, on the ground that this was a desecration of the consecrated ground, and an act which it was not competent for that court to authorise. Mr. Barnard, Mr. Taylor, and Dr. Pritchard now showed cause against the rule, and contended that the matter was one exclusively for the cognisance of the Ecclesiastical Court; that it was competent for that court to grant a faculty which did not interfere with any secular rights; that where there is anything of ecclesiastical cognisance in the subject matter of the faculty, the Court of Queen's Bench should not interfere, but presume that the inferior court would not exceed the limits of its jurisdiction; that here the authorisation of the erection of the chapel, at any rate, on part of the old consecrated ground, was within the jurisdiction of the Consistory Court. The erection has already taken place, and the faculty is asked for only to indemnify against possible ecclesiastical consequences; and finally, the promoter of the present proceedings is not a parishioner, or in any way directly interested in the matter, but a perfect stranger. The Solicitor-General based his argument in support of the rule for a prohibition on the broad ground that it is not competent to any court to alter the character of ground once formally consecrated for the purposes of burial, or to apply it to any secular purpose; that nothing short of an Act of Parliament can do so. He referred to many cases in support of his contention, and especially to the language of Dr. Lushington in 2 Robertson's Reps. 559, "When ground is once consecrated, no judge has power to grant a faculty to sanction the use of such ground for secular purposes." The court (consisting of Chief Justice Cockburn, and Justices Hannen and Hayes) adopted and approved the language of Dr. Lushington as to the inviolable character of ground once consecrated, but discharged the rule for a prohibition in this case on other grounds, viz., that the relator was an entire stranger; that the use of a portion of the ground for the erection of a chapel was a thing which the Consistory Court could authorise, and, therefore, that this court, on the principle laid down in the case of *Halleck v. The University of Cambridge*, 1 Q. B. 593, would, where several distinct things are comprised in the faculty, some of which might be lawfully granted, presume that the Ecclesiastical Court would not exceed its jurisdiction.

The irrepressible Miss Fay made another appearance in court on this day, and resumed her complaint about some very old affidavits which had been burnt as no longer useful. The court could only tell her that the Master of the Rolls having complained of the enormous mass of useless papers which were collected in the record offices, it had been found necessary to burn a large number of them.

On Thursday last Mr. Manley Smith, the Master

of the Queen's Bench, to whom the charges brought by Madame Rachel (otherwise Sarah Leveson) against her attorney, Mr. Haynes, were referred for investigation, read to the court a long report on the various matters inquired into by him. The report completely exonerated Mr. Haynes from the charges brought against him, but slightly censured the manner in which his accounts had been kept, and the master was of opinion that nothing existed which called for the exercise of the summary jurisdiction of the court. The court (consisting of the Lord Chief Justice, and Justices Lush and Hayes) were clearly of opinion that the rule which had been obtained (calling on Mr. Haynes to show cause why he should not be struck off the rolls) should be discharged, and that if any money were due by Mr. Haynes to Mrs. Leveson, it must be recovered by action. The rule was discharged with costs.

Mr. Denman, Q. C. (with Mr. Bridge), moved on behalf of Mr. Henry Munster, for a rule calling on the publisher of the *Sheffield and Rotherham Independent*, to show cause why a criminal information should not be filed against him for an alleged libel contained in articles published in that paper. Mr. Munster had unsuccessfully contested Cashel against Mr. O'Beirne, who was elected. Mr. O'Beirne was afterwards unseated on the ground of personal bribery and bribery by his agents; the judge who tried the petition reported also that Mr. Munster had been guilty of bribery by his agents, but not personally. The articles complained of spoke of his having been pronounced guilty of bribery, without adding, through his agents, and commented on the fact of his having expended about 6000*l.* in the borough of Cashel in the space of three months. The Lord Chief Justice thought it competent to a public journalist to say that where 6000*l.* was expended within three months in such a borough as Cashel, the finding of the judge that the candidate who expended it was not guilty of bribery, is not satisfactory to the public, and also to comment on the evidence; and the court being of opinion that the affidavit of Mr. Munster did not with sufficient particularity deny the main charges contained in the articles, refused, without a further affidavit, to grant a rule.

Mr. Lopes moved, on behalf of Mr. Wood, an articled clerk, that the court should grant a fiat for his admission as an attorney, notwithstanding that his articles had, by inadvertence, been registered in the Court of Common Pleas. The court were of opinion that the Incorporated Law Society should know of the matter before a precedent of this kind should be set, and doubted their own power to grant the application. They advised that application should be made to the Court of Common Pleas, in which the articles had been registered.

In *Doust v. Slater*, the defendant had received an order from the Metropolitan Board of Works to connect the sewage of his house with the main drainage, and, in carrying out the order, committed a trespass on the land of another, under the *bona fide* belief that the land was his own; for which trespass this action was brought. The question was argued whether he was entitled to notice of action under sect. 106 of the Metropolitan Local Management Acts Amendment Act (25 & 26 Vict. c. 106) which provides that "no writ or process shall be sued out against or served upon, and no proceeding shall be instituted against, the Metropolitan Board of Works, or any vestry or district board, or their clerk, or any clerks, surveyor, contractor, officer, or person whomsoever, acting under their or any of their directions, for anything done or intended to be done under the powers of such board or vestry under the said Acts, or this act, until the expiration of one calendar month next after notice in writing shall have been served upon" the person intended to be proceeded against. Mr. Edmund Thomas argued in support of the necessity of notice of action; Mr. Weston on the other side. The court held that the defendant was not acting under the direction of the board within the meaning of the Act of Parliament, but was only performing a duty cast on him by statute, which if not performed by him, the board could call on him to perform, and therefore, that notice of action was not necessary.

COURT OF COMMON PLEAS.

On Tuesday this court was occupied during the greater portion of the day with the *Taunton* election petition, which came before the court on a rule calling on the petitioners to show cause why the petition should not be taken off the file of the court, on the ground that the judgment of Mr. Justice Blackburn, on the former petition against Mr. Serjeant Cox, was final, and that no new petition could be presented. It appeared from the affidavits that at the last election for Taunton there were three candidates, Mr. Serjeant Cox, Mr. Barclay, and Mr. Henry James. The two former gentlemen were returned as duly elected, upon which a petition was presented against the return

of Mr. Serjeant Cox by two voters, who claimed the seat for Mr. James. Upon this Mr. Serjeant Cox gave notice of a recriminatory case against Mr. James, alleging bribery, treating, and undue influence. At the hearing before Mr. Justice Blackburn, the witnesses for the petitioners were cross-examined in support of the recriminatory case, but no evidence was adduced on the part of the respondent. Mr. Justice Blackburn on the 5th March certified that Mr. Serjeant Cox was not duly elected, and that Mr. Henry James was duly elected, and upon this the present petition was presented by two voters, and alleged bribery, treating, and undue influence on the part of Mr. James and his agents. The court held that the judgment of the election judge was a judgment as to the status of the parties, and final, and made the rule absolute to stay all proceedings on the petition, thinking that course preferable to taking the petition off the file of the court.

Late in the day Mr. Justice Byles came into court, and the court delivered judgment in the case of *Bridges v. Garret*, which is a case of considerable interest to stewards of manors. The facts were shortly as follows: The steward of a manor, of which the plaintiff is lord, wrote to the solicitor of the defendant, who was a purchaser of some copyholds of the manor, telling him that he could take the admission as his (the steward's) deputy, forwarding him a form of admission, which stated, in the usual way, that the person admitted paid his fine. The defendant's solicitor accordingly took the admission, and informed the steward that the defendant had not paid his fine and fees, but would do so shortly; upon which the steward replied, expressing a hope that the defendant would soon remit a cheque for fine and fees. Subsequently the defendant handed his solicitor a cheque for an amount including the fine, fees, and the solicitor's own charges. This cheque was crossed with the names of the solicitor's bankers, and presented by them and duly paid; but the solicitor's account being overdrawn they refused to hand over the money to him, and the solicitor subsequently wrote to the steward of the manor, stating that he had received the fine and fees, but that his circumstances were such that he could not pay them over. This action was then commenced by the lord to recover the fine; and the question was, whether the payment to the deputy steward was a good payment to the lord. The court were divided; Chief Justice Bovill and Justice Smith holding that it was not, mainly on the ground that the authority to the deputy steward, if any, was only to receive the money in cash and not mixed up with other moneys in a cheque; Justice Byles thought that there was evidence to justify the finding of the jury that the deputy steward had authority to receive the money in the manner above described; and therefore that the payment to him was a good payment against the lord. The majority of the court being in favour of the plaintiff, the rule to enter the verdict for him was made absolute. It is understood that the case will be taken up to the Exchequer Chambers on appeal.

On Wednesday, the two election petitions which have been turned into special cases were heard by the full court, consisting of the Lord Chief Justice Willes, and Justices M. Smith and Brett. In the first, that of *Salisbury*, which turned upon the validity of a number of votes given by occupiers of tenements of small value, who had not been in their own name rated to the poor-rates, was decided in favour of the sitting member, Mr. Hamilton; in the other, the *Manchester* case, the arguments were concluded just at four o'clock, and judgment was deferred. The votes disputed in the *Salisbury* petition numbered 472, of which the respondent polled a majority of 122 over the petitioner, who was an unsuccessful candidate. Mr. Hamilton's majority over Mr. Ryder on the whole election was 56; the consequence, therefore, of these votes being upset, would have been to give the petitioner the seat. Their validity, however, was not considered, because the petitioner's case broke down on the preliminary question whether, as no objection was taken to them before the revising barrister, the court, upon a scrutiny, could interfere with these votes or not. The 3rd section of the Representation of the People Act 1867, requires, as part of the qualification to entitle a man to the occupation franchise for boroughs that he shall be rated and pay rates for a year; and the 56th section applies the provisions of the previous Acts on the subject to the new one. The 79th section of the Registration Act 1843, provided that the register of voters shall be taken to be conclusive evidence that the persons therein named continue to have the qualification annexed to their names respectively in the register in force at such election subject to a qualification as to residence. Section 98 enacts that it shall be lawful for an election committee to inquire into and decide upon the right to vote of any person who, being upon the register of voters at the time of such election, shall have voted at such election, or not being upon such register shall have tendered his vote at such elec-

tion in case the name of such person shall have been specially retained upon such register, or inserted therein, or expunged or omitted therefrom by the express decision of the revising barrister, who shall have revised the list of voters from which such register shall have been found; and also that it shall and may be lawful for such committee to inquire into and decide upon the right to vote of any person who, being upon such register, shall have voted in such election so far as the same may be disputed on the ground of legal incapacity at the time of his voting under and by virtue of any statute now or hereafter to be in force, or on the ground of any other legal incapacity at the time of his voting, which may have arisen subsequently to the expiration of the time allowed for making out the list of voters from which the register of voters in force at the time of such election shall have been formed; but that except in such cases, or on such grounds as aforesaid, the register of voters in force at the time of such election shall, so far as regards the proceedings before such committee, be final and conclusive to all intents and purposes as to the right to vote at such election of every person who shall be upon such register. It was contended for the petitioner by Mr. Quain, Q.C., that this nonpayment of rates was a legal incapacity under this section, if (as he also contended was not the case) the words in the new Act were broad enough to include this section. Mr. Mellish, Q.C. argued for the respondent, and the court held with him that they had no jurisdiction upon a scrutiny to enter into a consideration of this point, which was finally decided by the revision of voters.

In the *Manchester* case, Mr. Manisty, Q.C., argued for the petitioner, and Mr. Mellish, Q.C., appeared on behalf of the sitting member, Mr. Birley. The objection to the validity of the election of the respondent was based on contracts between the firm of Messrs. Macintosh and Co., of which Mr. Birley was a member, and the Secretary of State in Council for India, and also another contract between the same firm and the Broadmoor Lunatic Asylum. It was contended that these were contracts for, or on account of the public service, within the 1st section of 22 Geo. 3, c. 45. The words are very general: "Any person who shall, directly or indirectly, himself or by any person whatsoever in trust for him, or for his use or benefit or on his account, undertake, execute, hold, or enjoy, in the whole or in part any contract, agreement, or commission made or entered into with, under, or from the commissioners of His Majesty's Treasury . . . Or with any other person or persons whatsoever, for or on account of the public service . . . shall be incapable of being elected, or of sitting or voting as a member of the House of Commons during the time that he shall execute, hold, or enjoy, any such contract, agreement, or commission, or any part or share thereof, or any benefit or emolument arising from the same." In defence it was argued that as to the Indian contracts the money was not paid by the House of Commons, therefore the Act did not apply; and further, as a matter of fact, the contracts were completed before the election, the only thing left to be done being payment. As to the asylum contract, the case found that neither the respondent nor his agents knew that Broadmoor was a Government establishment, and in a penal statute of this kind a guilty knowledge must be established. As has been intimated, the court took time to consider.

COURT OF EXCHEQUER.

On Tuesday, April 27th, an important question arose in the Court of Exchequer in the case of *Craven v. Smith*, with reference to the effect of the 5th section of the new County Courts Act of 1867 on actions of slander in cases where damages not exceeding 10*l.* are recovered, and also as to how far the court are at liberty to take cognisance of the record when not in court nor brought before them by affidavit. The action was for slander; and the declaration complained of words imputing a felony to the plaintiff in very strong and offensive terms. The judgment passed by default, and a writ of inquiry was executed before Mr. Under-sheriff Burchell. The jury gave 5*l.* damages; and the under-sheriff expressed his opinion that the plaintiff ought to have his costs, but declined to certify on the ground that he had no power to do so. The plaintiff thereupon applied to the court for an order for costs, under the 5th section of the County Courts Act 1867. The affidavits upon which the motion was made mentioned the facts that occurred on the execution of the writ of inquiry, but did not state the cause of action or the circumstances under which the slanderous words had been spoken. It was contended for the defendant, that under these circumstances the court could not take cognisance of the nature of the action, the record not being in court nor being brought before the court by affidavit. The damages, therefore, being only 5*l.*, the plaintiff *prima facie* was deprived of his costs under sect. 5, and had not brought before the

court any sufficient materials to enable them to say that there was sufficient reason for bringing the action in the Superior Court. It was strongly urged that even if the court could take cognisance of the fact that the action was for slander, and therefore one which could not have been brought in the County Court, it was the intention of the Legislature to discourage trumpery and trivial actions altogether, and they therefore had fixed the limit of 10*l.* by the 5th section; it lay upon the plaintiff in all cases to show special reason why he should recover costs if he did not recover damages above that sum. The mere fact of the action being for slander, and therefore one that could not be brought in the County Court, was not a sufficient reason, inasmuch as it might be that the action ought not to have been brought at all. The court thought that they could look at the record, which must be taken for this purpose to be in court, to ascertain the nature of the action. They referred to the practice on motions for new trials in the Queen's Bench and Exchequer, where reference was made to the record, though the rule did not refer to it. With respect to the general question, they thought that this was a case for allowing the plaintiff his costs. They would not be understood as meaning to say that in all cases the fact that the action could not be brought in the County Court was a sufficient reason for bringing it in the Superior Court, for it might be that it was not an action proper to be brought at all. The fact that an action could not be brought in the County Court was *prima facie* of great weight to show that there was sufficient reason for bringing it in the Superior Court, especially in a case like the present, where the declaration imputed a felony in strong terms. The jury had given more than nominal damages, and the sheriff had expressed an opinion that the plaintiff ought to have his costs. They therefore made absolute the rule for allowing plaintiff his costs. The court were clearly of opinion that sect. 5 applied to slander and other actions which could be brought in the County Court, and Kelly, C.B., expressed an opinion that the under-sheriff might have certified on the execution of the writ of inquiry. Cleasby, B., seemed to have some doubt whether the record ought not to be in court, in order to enable the court to refer to it; but concluded upon the analogy of rules for new trials, and motions in arrest of judgment, that there were cases, among which was the present, where the record must be taken to be in court. With reference to the question mooted by the learned judge, as to the necessity of the record being in court to enable the court to refer to it, may not the true principle be that the roll must be made up and carried in only where the contents of the record are in issue in some other cause, or are required in some other court? The court must be taken to have in its remembrance and cognisance all the proceedings in an action until fully determined; and it will be remembered that pleadings were formerly oral, and, until comparatively recent times, continuances had to be entered from time to time to keep the suit alive. (See Reports of the week.)

In *Haddocks v. Haddocks*, an application was made that the master should tax the plaintiff's costs. It appeared that the action had been commenced between the date of the passing and the coming into operation of the new County Courts Act 1867. The action was for goods sold and delivered, and the plaintiff recovered 15*l.* 17*s.* 2*d.* after the Act came into operation. It was contended that under these circumstances the plaintiff was entitled to his costs under the Statute of Gloucester. Some members of the court seemed disposed to think that the words of the 5th section of the County Courts Act must receive their natural interpretation, and that "after the passing of this Act" was not to be read as meaning "after the coming into operation of this Act." It appearing, however, that this was a decision in a case of *Wood v. Riley*, L. Rep. 4 C. P. 26, to the contrary, the court granted a rule *nisi*, which has since been made absolute, no cause being shown.

In the case of *Collins v. Phillips*, the question arose whether articles supplied and work done in fitting up and furnishing a shop for the defendant when a minor could be recovered for as necessities. The unfortunate plaintiff appeared in person to show cause against a rule which had been obtained for a new trial, the jury having found that the articles supplied were necessities. It seemed, however, on inquiry that he had not much cause to show, except that it was very hard that he should be kept out of his money, and the court being clearly of opinion that the articles supplied for the purpose of fitting-up a shop were not necessities, made the rule absolute.

In the case of *Smith v. The Brighton Railway Company*, decided on Thursday, the 29th April, a point arose which bore great similarity to that involved in the recent case of *Siner v. The Great Western Railway Company*, decided in the Exchequer Chamber. It appeared that the plaintiff had been a traveller to Peckham Station. At this station there is a platform on either side, and

seven large lamps overhead, lighting each platform. When the train came to the station, just one carriage overshot the platform. In this carriage the plaintiff and a man named Bagot were riding. It was sworn by one of the company's servants that as the train passed into the station he called out loudly, "Keep your seats;" he acknowledged, however, that this was not intended as any warning as to the train's overshooting the platform, but only to prevent people descending before the train had fairly stopped. The carriage had the usual means of descent, a step a few inches lower than the floor of the carriage, and a footboard just under the step, about fifteen inches lower. Bagot got down, and said to the plaintiff, "Mind," the plaintiff then got on to the step and jumped down. The place was dark; it was rather doubtful whether the plaintiff jumped on to an incline leading from the platform to the level of the ground, or on to the level ground itself; at any rate he fell, and sustained severe injuries. The jury found for the defendants. It was now sought to have a new trial on the ground that the verdict was against the weight of the evidence. The rule was also obtained on affidavits, from which it appeared that after the verdict had been returned for the defendants, upon the jury grumbling at the smallness of the remuneration afforded to them by the law, a clerk to the defendants' attorney gave a sovereign to be distributed amongst them. It was contended that this was an act of so improper a character, and so calculated to throw suspicion on the administration of justice, that the court would not let a verdict stand under these circumstances. The affidavits on the other side represented that this was an isolated act done on the spur of the moment without any corrupt motive, and that it being done after the verdict had been returned could not have influenced it in any way. The court thought that the act was extremely improper, and one which, if repeated, might amount to a contempt, and call for most severe measures; but, under the circumstances, they were disposed to think that it was an isolated occurrence, and had not in any way influenced the jury in the conclusion to which they came. With respect to the question of negligence, it was urged that the plaintiff was entitled to expect a platform at the place when the carriage stopped, and as it was dark he could not see that there was none, and there was therefore no negligence on his part. The court, however, was of opinion that the rule should be discharged. Chief Baron Kelly intimated an opinion, speaking for himself, that a railway company had no right to expose a passenger to the alternative of getting down in an inconvenient place, or being carried on to some place to which he did not want to go. But after the decision of the Exchequer Chamber in *Siner v. The Great Western Railway Company*, by which he felt bound, he could not come to the conclusion that there was sufficient evidence of negligence to justify a verdict against the company. There were, moreover, circumstances pointing to contributory negligence on plaintiff's part. It was in evidence that the plaintiff was well acquainted with the Peckham Station; he must, therefore, have known that he had been carried beyond the platform, inasmuch as the platform was well lighted, whereas the place where he got out was dark. He had been warned by his fellow passenger; he had not made use of the footboard, but had jumped down in the dark. Baron Bramwell said that he was of opinion that there was no sufficient case of negligence made out against the defendants. Even supposing that there was evidence of negligence against the defendants, there was nothing to show that the accident occurred by reason of the alleged negligence. By way of illustration, the learned judge suggested the following case: Suppose the overshooting of the platform had been the wilful act of the engine driver, to spite the plaintiff, and the plaintiff had then jumped out. Could the accident have been said to have arisen through the engine driver's wilful act? if not, could it then be said to have arisen through the company's negligence? The truth was, that it occurred through the plaintiff's own act in jumping down in the dark, taking his chance of what might happen. The rest of the court concurring, the rule was discharged.

In the case of *Leney and another v. Taplin*, in which the question of whether certain letters constituted a complete contract for the sale of goods, the learned barons being divided in opinion gave judgment *seriatim*. It was an action for breach of contract, for non-delivery of some sixty tons of hay, which the plaintiffs alleged the defendant had agreed to sell to them. At the trial before Baron Martin, the plaintiffs were nonsuited, with leave to move to enter a verdict for 30*l.*, and a rule was moved for and obtained by the plaintiffs to that effect, on the ground that there was evidence of a contract, and that the letters produced amounted to a contract. The plaintiffs were dealers in hay, and the defendant was a farmer and the owner of certain ricks of hay. The correspondence on which the question hinged consisted of four letters, to the following effect—the

first letter was from the defendant to the plaintiffs, dated 14th July, as follows: "Since I saw you, I have been offered 4l. 12s. 6d. a ton for the ricks of hay fetched from my farm. If you like to take them, containing at a rough estimation sixty tons, at 4l. 15s. a ton, to be delivered at Wycombe, you to give me a cheque for 270l. on account, and to have an agreement drawn up in writing to what we agree to." To this letter the defendant replied by letter of the 15th July, "We will take the ricks of hay at 4l. 15s. a ton (say sixty tons), to be delivered at Wycombe, as per your letter. We have deferred sending you a cheque, as your name is not written clear enough. Please send name." On the 19th July the plaintiffs wrote to defendant, inclosing a cheque for 270l., in the following terms: "We now send cheque for 270l., and should have sent it before but could not make out your name." In this letter was enclosed a receipt or agreement in the following form: "Received of Mr. S. Leney 270l. on account of four ricks of hay containing sixty tons (as seen by Mr. E. Leney), at 4l. 15s. a ton, to be delivered, &c., Mr. Leney to take only such as is fit for market." On the 20th the defendant wrote returning the cheque, and saying that "not having heard as he expected from the plaintiffs on the 17th, he had sold the hay to another person at 4l. 12s. 6d., to be fetched, &c." The plaintiffs then brought the above action. The arguments on the rule were partly heard in Hilary Term last, and again in the present Term, when the court delayed giving judgment in the hope that a settlement would be effected. Mr. Powell, Q.C., Mr. Codd, and Mr. F. Turner, for the defendant, showing cause, and Mr. O'Malley, Q.C. and Mr. J. O. Griffiths for the plaintiffs supporting their rule. No settlement having been arrived at, and the parties desiring to have judgment, the court now proceeded to give judgment accordingly, Barons Martin and Cleasby being of opinion that the letters relied on formed no complete contract, and that there was no acceptance of the contract. The Lord Chief Baron and Baron Bramwell, on the other hand, being of opinion that the proposal contained in plaintiff's letter of the 14th July was accepted by the defendant in his letter of the 15th, and that the contract being then complete, an action lay for nonperformance; and therefore the plaintiff's rule to enter a verdict should be made absolute. In giving their judgments, both Barons Martin and Bramwell expressed their opinion that there was no difference on the point of law between the members of the court, but only on the construction that was to be put upon the language of the letters that passed between the parties; and Baron Bramwell observed that the case would perhaps be cited as an instance of the "glorious uncertainty of the law," but it was not so, for there was not the least difference on the Bench as to the law. The result was, that it was understood that Baron Cleasby would withdraw his judgment, in order to give the defendant an opportunity of appealing, if he elected so to do, and the rule to enter a verdict for the plaintiff was made absolute.

The well used up question of the validity of a composition-deed under the Bankruptcy Act 1861, as a defence to an action by a non-assenting creditor, was again discussed in the case of *Cairncross (P. O.) v. Wills*, which came on upon demurrer to a plea. It was an action by the plaintiff, as public officer of a joint stock bank, to recover the amount of a banking debt, to which the defendant pleaded a deed under sect. 192 of the Bankruptcy Act 1861, made between the defendant, of the first part, and certain other persons, creditors, &c., of the defendant (thereinafter called the said creditors) of the second part, and Alice Avery, widow, and J. M. Drew, A. H. Limmington, and T. D. Wills, trustees of the marriage settlement of the defendant (thereinafter called the said parties) of the third part, whereby, after reciting that a meeting of the defendant's creditors had been convened, at which it was resolved that a composition of 13s. in the pound, payable by instalments, at three, six, and ten months, should be accepted in discharge of the said debtor's debts, the family cash creditors, namely, Avery's trustees, and Wills' trustees agreeing that payment of their dividends should be deferred until the other creditors were paid the above instalments, and reciting that a majority in number, representing three-fourths in value, &c. of the creditors, had agreed to carry out the said resolution and to execute the said deed, it was witnessed that in pursuance of the said agreement said resolution, and in consideration of the premises, the said debtor covenanted with the said creditors, parties of the second part, that he would pay to the said creditors of the second part, the said composition on their respective debts by three instalments at the expiration of the said three, six, and ten calendar months from the 5th March 1869. And the said debtor covenanted with the said parties of the third part to pay the said composition on their debts after the expiration of the said ten months, and in pursuance of agreement, and in consideration of the premises they, the said creditors, thereby released the said debtor and his estate and effects from the several debts due to or

claimed by them respectively. The declaration contained the usual averments of compliance with all the statutory requisites necessary to make the deed valid under sect. 192 of the Bankruptcy Act 1861, and also of the performance of all conditions, &c., and that the plaintiffs and the said banking company had become and were bound by the said deed as if the said banking company had been parties thereto, and had executed the same, and to this plea the plaintiff demurred on the ground that the deed was unequal. The plea it was contended, failed to show that all the creditors were either parties to or enabled to take the benefit of the deed, which was in fact only for the benefit of the "under-signed creditors." The plaintiff was not a party, and had not executed, and the plea showed no release to him, nor did it show that the trustees who were placed in a worse position than other creditors had either executed or assented to the deed. The defendant, on the other hand, contended that there was no inequality in the deed, and that no non-assenting creditor was prejudiced by its provisions. Mr. Kingdon, Q.C. (with whom was Mr. March) argued for the plaintiff, and was stopped by the court, who called on Mr. R. E. Turner (with whom was Mr. M. Bere) to support the defendant's plea. After a long argument, in which the cases of *Walter v. Adcock*, *Iderton v. Castrigue*, *Ez parte Cockburn*, *Clapham v. Atkinson* (in the Exchequer Chamber) *Benham v. Broadhurst*, *Brooks v. Jennings*, *Gresty v. Gibson*, and *Sowry v. Law*, were cited, the court gave judgment for the plaintiffs in favour of the demurrer and overruling the plea, and holding, on the authority of *Benham v. Broadhurst*, that the deed was invalid as a defence to the action, on the ground of inequality; and also on the ground that the plea was bad for not alleging that the creditors (the trustees) who were postponed to the other creditors, had either executed or assented to the deed.

A matter of some interest as regards the legal question involved, no less than the social and personal bearings of the case itself, came on for discussion in the case of *Douglas v. Douglas*. It was an action of detinue for a sword; to which the defendant pleaded—1. Non detinet; 2. Not the plaintiff's property; 3. The Statute of Limitations. The question in the case was whether the property in the sword in question had passed to the plaintiff so as to entitle him to maintain the present action. The facts were as follows. The sword which was the subject of the action originally belonged to the late Gen. Sir Wm. Douglas, having been presented to him many years ago by the officers of his regiment. At his death it passed into the possession and ownership of his eldest son, George Douglas, formerly an officer in the army. George Douglas having left the army, and being separated from his wife, went in 1850 to Australia, where he died in the month of Dec. 1865, having, by his will, made in that country in 1864, appointed another brother, W. A. Douglas, and a Mr. McDonald his executors, which will was proved in Australia by W. A. Douglas alone, the other executor having renounced probate. Upon George Douglas leaving England in 1850 the sword was left behind, and was kept, together with a will made by him at that date (but which will was revoked by the subsequent will of 1864). The sword remained, therefore, in the charge of his wife, the defendant. An only son of George Douglas having died, he wrote a letter from Australia to his brother, Henry Douglas, the plaintiff in 1863, in which he expressed a desire for him to have possession of the sword, as follows: "14th Sept. 1863.—You only anticipate my wish that you should have charge of our father's sword, which of course you will keep in our family, if I should not have a son to inherit, which does not now seem very probable." And he added, "I have inclosed an order, unsealed, to Mary" (the defendant) "to hand it over to you." The order was as follows: "On the receipt of this letter you will be so good as to deliver our father's sword to my brother Henry." And in a subsequent letter from George Douglas to his brother Henry (the plaintiff), dated the 28th Sept. 1863, he said, "I shall expect a long letter in reply from you. Tell me how the old sword looks." The above was communicated to the wife (the defendant), and several applications were from time to time made to her by the plaintiff for the delivery to him of the sword; but without success. George Douglas died in Dec. 1865, and in a letter from W. A. Douglas (George Douglas's executor, in Australia) to his brother, the plaintiff, announcing the death of their brother George, after stating that he could have no objection to the defendant or her daughter taking any little thing which they might like to keep, he says, with reference to the sword, "but she is not the proper custodian of our father's sword," and at the same time the executor wrote an order to the defendant directing her to deliver up the sword to the plaintiff. The defendant still declining to deliver up the sword, and claiming to keep it as belonging to her daughter, the plaintiff brought the present action

of detinue, claiming a return of it from the defendant, or 200l. its value, and 20l. for its detention, to which the defendant pleaded as above mentioned. The plaintiff having, at the trial before Cleasby, B., obtained a verdict, a rule to set it aside and enter a nonsuit, or a verdict for the defendant was moved for and obtained on the ground that there was no evidence that the sword was the plaintiff's property as alleged, and no evidence to show that the property in the sword passed from the defendant's late husband to the plaintiff. Mr. Denman, Q. C., and Mr. Thrupp, for the plaintiff, showed cause, and contended that the words of the letter of 14th Sept., accompanied by the order on the defendant to deliver up, constituted an actual gift of the sword from George Douglas to his brother the plaintiff, or at all events that it was so as against the defendant, who was a wrong doer, and could not, as against the plaintiff, set up any right as custodian of the sword. They cited many ancient and modern authorities. The court (The Lord Chief Baron, and Barons Martin, Bramwell, and Pigott) however, without calling on Mr. Prentice, Q. C., and Mr. G. Shaw, for the defendant, to support their rule, gave judgment for the defendant, on the ground that the words of the letter of 14th Sept. 1863 were not words of gift at all, but amounted merely to a desire that the plaintiff should have charge of the sword, a charge which was revocable at the pleasure of George Douglas, and was not an out and out gift. The rule, therefore, though with an expression of regret on the part of the Bench that it should be so, was made absolute.

The case of *Evans v. Davis* was an action against the defendant by a father for the seduction of his daughter, at the trial of which, before the Lord Chief Baron at the last Spring Assizes at Carmarthen, the jury found a verdict for the plaintiff with 350l. damages, and a rule having been subsequently obtained to reduce the damages on the ground of their being excessive, Mr. Bowen, for the plaintiff, to day showed cause, and contended that, under the circumstances, the damages were reasonable and proper. The defendant was a young man, the squire of the parish, with a property of 2000l. a year. The plaintiff was a village carpenter in a small way of business, living in a cottage which he rented of the defendant, and was in the habit of being employed in doing the rough carpentering work on the defendant's estate. He had brought up a large family of sons and daughters very respectably. His youngest daughter, the subject of this action, was still living at home with her parents. In the year 1864, when she was sixteen years old, an intimacy commenced between her and the defendant, who was then about nineteen or twenty years old and the defendant was in the habit of walking about with her in the fields near her cottage in the evenings. This continued for a period of three years, and the result was that the girl gave birth to a child, which was now living. The defendant not paying properly for its support, an affiliation order was obtained, but the defendant became in arrear with his weekly payment. The present action was then brought. At the trial the defendant alleged that the plaintiff and his wife were cognizant of the intimacy between him and their daughter, and connived at it; but the plaintiff indignantly denied that that was so. As a consequence of the affiliation order and this action, the defendant had not since been employed by the plaintiff, and on the whole, looking at the plaintiff's respectability and the conduct of the defendant, it was urged that there was no ground for saying that the damages were excessive, and the case of *Terry v. Hutchinson*, 18 L. T. Rep. N. S. 521; L. Rep. 3 Q. B. 599; 37 L. J. 257, Q. B., was cited to show that the court would not interfere in such a case. Mr. H. Allen, on the other hand, for the defendant, supported his rule, and urged that 350l. was a preposterously large sum, and that 150l. would be a fortune to a small Welsh hedge carpenter, and that the circumstances showed negligence on the part of the parents, if not actual connivance. The court (Chief Baron Kelly and Barons Martin, Bramwell, and Pigott) unanimously declined to interfere with the amount assessed by the jury, and gave judgment to discharge the defendant's rule, the Lord Chief Baron observing that, though 350l. might, perhaps, be too much for the plaintiff to receive, and that he himself should have been better satisfied with a verdict for a smaller amount, such as 250l.; still it was not at all too much for the defendant to pay, having regard to his conduct. He (the Lord Chief Baron) had told the jury, that if they thought there was the least truth in the assertion that the parents had connived at the defendant's intimacy with their daughter, then the damages should be very moderate indeed. The jury had evidently disbelieved the charge of connivance, and, as juries generally do in such cases, probably gave larger damages in consequence of what they considered to be an unfounded charge. And Baron Bramwell said that he was not going to preach against persons doing what the defendant

had done in the present case, but he would observe that it was very well that such people should know that it was for their interest to behave well to the woman in such cases, and then less would be heard of cases of concealment of birth, and other such like matters, with which our courts of justice were now unhappily, only too familiar.

LEGISLATION AND JURISPRUDENCE.

HOUSE OF COMMONS.

NIGHT-HOUSES IN THE METROPOLIS.

VISCOUNT ENFIELD asked the Secretary of State for the Home Department whether his attention had been called to the different opinions as to the state of the law recently expressed by the Middlesex magistrates and by the police magistrate, Mr. Knox, on the subject of night-houses in the metropolis; and, if so, whether he was prepared to introduce any measure to render the law clearer and more definite on this point.—Mr. BRUCE.—The difference of opinion between Sir W. Bodkin, on the one hand, and Mr. Knox and the police magistrates generally on the other, is not so much a question of law as on the amount of evidence necessary to justify a conviction under the Refreshment-houses Act. That Act imposes certain penalties on persons licensed to keep refreshment-houses who shall "knowingly suffer prostitutes, thieves, or drunken and disorderly persons to assemble at or continue on their premises." The Court of Queen's Bench held that the mere assemblage of prostitutes for no immoral purpose was not within the Act. They might be there for the purpose of obtaining refreshment. Mr. Justice Blackburn, in the ruling judgment on this subject, said: "I do not think the mere fact that the persons happen to be prostitutes or thieves would cause their meeting to be an assembling of prostitutes and thieves within the Act. It may be well that a number of thieves and prostitutes may meet, and yet they may not assemble as thieves or prostitutes; but as soon as it is shown that they meet in the capacity of prostitutes or thieves, to the knowledge of the keeper of the house, then the case comes within the provisions of the Act. It is not necessary that prostitution or some act of thieving should be shown to have actually planned on the premises, but if the assembling is a sort of thieves' club, or the house used as a house of call for prostitutes to meet men, that is sufficient to bring the keeper of the house under the provisions of the Act." In this opinion Mr. Knox and Sir W. Bodkin agree; they differ as to the amount and nature of the evidence necessary to prove the immoral purpose of the assemblage. Mr. Knox thinks that the presence of several known prostitutes in a night-house in the Haymarket for half-an-hour continuously in the company of men, between midnight and one o'clock, was sufficient evidence that they were there for the purposes of their miserable calling. Sir W. Bodkin thinks these circumstances not inconsistent with their being there for purposes of refreshment, and demands more positive proof of immoral intention. I have received a letter from Mr. Serjeant Payne, informing me that two appeals on the same point will be heard to-morrow at the Session-house Westminster. It will be well to await the result of those decisions. Should they coincide with that of Sir W. Bodkin, it will be necessary to consider whether it is possible so to amend the Act as to facilitate uniformity of decision, and give effect to its obvious intention.

THE NEW LAW COURTS.

Mr. GREGORY asked the First Commissioner of Works whether the Government had decided finally on the site for the new Law Courts suggested in his speech on Tuesday, the 20th, by the Chancellor of the Exchequer; and if so, whether the proposed site could be acquired without delay; and in what manner and how soon would the subject be again brought before the House of Commons. Perhaps the right hon. gentleman would be able to state the precise spot mentioned by the Chancellor of the Exchequer as a desirable site for the new Law Courts.—Mr. LAYARD.—In answer to the question of my hon. friend, I beg to state that the Government have finally decided to propose to the House a plan for the erection of the new Law Courts on the site mentioned by my right hon. friend the Chancellor of the Exchequer on Tuesday last. As much apprehension appears to exist in the House and out of doors as to the nature of the scheme suggested by my right hon. friend, I may take this opportunity of stating that the site proposed to be acquired by the Government is that comprised between Somerset-house and the Temple bounded on the south by the Thames Embankment, and on the north by Howard-street, and several small alleys and passages connecting that street with the Temple and King's College. This site will furnish six acres of building ground. Mr. Street, who is now occupied in adapting the plans which he has already prepared for the Carey-street

site to this new site, informs me that he will be able to erect all the Law Courts, and every office necessarily dependent thereon, upon these six acres. It is my intention to introduce very shortly—if possible, before Witsundide—a Bill which, should the House think fit to pass it, would enable the Government to proceed without delay to acquire the proposed site, and to commence the erection of the Law Courts upon it. I shall be prepared, on the introduction of that Bill, to give a full explanation to the House of the plan contemplated by the Government, and to point out its great advantages over all other plans hitherto suggested. At the same time I shall be able to give such assurances to the House as will, I hope, convince them that it may be carried out, including numerous and most convenient approaches, for the sum mentioned by my hon. friend—viz., 1,600,000*l.*, or at a much less cost than any other scheme. Mr. Street is now preparing detailed plans, which I shall be able to submit to the House before the second reading of the Bill. Before sitting down I may state to the House, what I had not the opportunity of stating the other evening, that I have received a communication from the Chief Baron of the Exchequer, Sir Fitzroy Kelly, stating that he and all the Judges with whom he has communicated, except one, are of opinion that upon every ground, as regards the Bench, the Bar, the solicitors, the suitors, and the public—I quote his own words—the Thames Embankment should be preferred for the site of the Law Courts.—Mr. HUNT asked what was to be done with the Carey-street site, and whether notice had been given to those persons whose property would be required for the new site.—Mr. LAYARD promised to explain this when introducing the Bill.—Lord J. MANNERS hoped full opportunity would be given for discussion upon the Bill. Mr. LAYARD said he had reason to believe it would be a public Bill, and therefore every opportunity would be given for discussing it.—On a subsequent day, Mr. PEMBERTON asked the First Commissioner of Works whether the particular attention of the Lord Chancellor had been called to the new site for the Law Courts selected by the Government, and whether his Lordship approved the selection.—Mr. LAYARD observed that the Bill relating to this matter was a Government Bill, and the hon. member would perhaps excuse him from answering an inquiry as to the opinion of an individual member of the Government in such a case.—Lord H. LENNOX asked whether the right hon. gentleman would insure that members were supplied with plans before the Bill came on for discussion, and whether he would place a model of the new building in the library for the information of members.—Mr. LAYARD said he hoped to have lithographed plans in the hands of members perhaps before Witsundide; they were now being prepared by Mr. Street. As a model entailed an elevation it would be a longer affair, but nothing would be settled until the House and the public had full opportunity of criticising the whole plan.

STAMP DUTIES EXEMPTIONS.

Mr. Alderman SALOMONS asked the Chancellor of the Exchequer if his attention had been drawn to the exemption from stamp duties on mortgages and other instruments, extending even to checks on their bankers, permitted to cities, towns, and places adopting the Local Government Act 1858; and how this privilege arose, as it formed no part of the Local Government Act 1858; and, if such exemptions are allowed, why the principle was not extended to all towns and to all persons that aid public improvements.—The CHANCELLOR of the EXCHEQUER.—The manner in which this exemption arose may be easily explained. It appeared first in the Public Health Act of 1848, by which it was enacted that all the instruments under that Act should be exempt from stamp duty. In 1858 the Local Government Act was passed, which enacted that that and the former Act should be read together, and thus the claims of exemption were imported into the second Act. When the hon. gentleman asks why the principle of these exemptions should not be extended, I reply, for the reason that they ought not to exist at all; and that, therefore, I am not willing to extend them. This is an instance of the levity with which large exemptions are inserted in Acts, to the injury of the taxpayer in general and the loss of the revenue.

PUBLIC INSTITUTIONS.

Lord ROMILLY laid on the table a Bill for facilitating the incorporation of educational, scientific, and charitable institutions and reducing the expense of electing new trustees. The Bill was read a first time.

TURNPIKE TRUSTS.

Mr. WHALLEY asked the Secretary of State for the Home Department whether he was prepared to support the Bill now before the House for affording facilities for the voluntary abolition of turnpike tolls on roads and bridges; and, if not, whether he was prepared to introduce a bill for otherwise dealing with the question.—Mr. BRUCE regretted he could not support the Bill in question, inasmuch as it dealt with turnpikes in a frag-

mentary manner. He could not promise to introduce a Bill upon the subject himself this session, but would do so as soon as there was a reasonable chance of its receiving due consideration.

RECORDERS' DEPUTIES.

Mr. DENMAN obtained leave to bring in a Bill to extend to recorders the power to appoint deputies in certain cases, and the Bill was subsequently brought up and read a first time.

LIBEL BILL.

The House went into committee on this Bill *pro forma*, and its clauses were amended.

MUNICIPAL FRANCHISE BILL.

Mr. HIBBERT moved the second reading of this Bill, by which it was proposed to reduce the qualification term of three years' residence to one year, and thus make the Parliamentary and municipal qualification in respect of residence similar.

TRADE COMBINATIONS AND TRADE UNIONS.

The following is the text of the bill to amend the law relating to trade combinations and trade unions, introduced by Mr. Hughes and Mr. Mundella:—

Whereas it is expedient to amend and to declare the law relating to combinations and associations of workmen and employers: Be it enacted by the Queen's Most Excellent Majesty, by and with the advice and consent of the Lords spiritual and temporal and Commons, in this present Parliament assembled, and by the authority of the same, as follows:—

1. From and after the passing of this Act the following Acts shall be repealed: the 6 Geo. 4, c. 126, and the Act 22 Vict. c. 34.
2. It shall be lawful for any number of persons engaged in any work or employment whatsoever, whether workmen or employers, to make any agreement with respect to the wages to be paid or the hours to be worked therein, and with respect to the persons by whom or the mode in which any work is to be or is not to be done, and with respect to any terms or conditions whatsoever under which any work or employment shall or shall not be done or carried on.
3. No combination made by any number of persons engaged in any work or employment, whether workmen or employers, with the intent merely of giving effect to any such agreement as in the foregoing section is mentioned, or of obtaining the conditions stated in any such agreement, shall subject any person who shall have been a party thereto to criminal prosecution.
4. Provided always, and be it enacted that, save and except so far as a combination is hereby exempted from liability to criminal prosecution, nothing in this Act contained shall be construed to affect the liability of every person to prosecution and punishment for and in respect of any offence under any statute or rule of law for the time being in force; and provided also that nothing herein contained shall affect the liability of any person to be sued at law or in equity for or in respect of any damage or loss which may have been occasioned to any other person through any act or default of the person so sued.
5. It shall be lawful for any number of persons, whether workmen or employers, to form themselves into associations for the purpose of mutual support and assistance in any trade or employment whatsoever, and to subscribe funds, and to offer assurances, and to make rules and regulations, and impose penalties upon the members thereof voluntarily, and for the management of such associations; provided that no such association be formed or maintained with any intent to procure the commission of any offence which, for the time being, shall subject the person so offending to prosecution, or with any intent to procure any object whatever by means of such offence.
6. Every such lawful association shall be capable of obtaining the benefit of those parts of the Friendly Societies Act as apply to the societies mentioned in sect. 11 of the Act 18 & 19 Vict. c. 63.
7. The secretary or other authorised officer or agent of any such association shall, for the purpose of the enrolment of such association, and afterwards annually, deposit with the registrar of friendly societies a copy of all the rules and bye-laws, whether written or printed, for the time being and in force in such association, or in any branch of such association, and shall make declaration, to be supported by similar declaration on behalf of the branches, that no other rules or bye-laws are in force or are capable of being put in force in such association or branch.
8. Once in the course of every year the secretary or other officer or agent of such association shall forward to the registrar an account of the expenditure of such association for the preceding year, showing the amount expended in benefits, to be distinguished from the amount expended in relief of members when out of work; and the registrar shall have power to call for detailed statements of the accounts, and for books, ledgers and other documents of the association.

9. Within one month after such deposit the registrar shall give a certificate that the said association has rules in accordance with law, and has been duly enrolled.

10. The registrar shall have no power to refuse such certificate on any other ground, except that some rule of such association or some item of expenditure has been improperly withheld, or that some rule or item discloses an intent to procure the commission of some offence which for the time being would subject the person so offending to criminal prosecution.

11. In all cases an appeal from any decision of the registrar in giving or withholding such certificate, and in making or refusing such enrolment, shall lie to the Superior Courts of law.

12. No such association as is mentioned in the 5th section hereto, whether enrolled or not enrolled, shall be capable of suing or proceeding either at law or in equity as a corporate body unless it be otherwise duly incorporated; and no such association shall be capable, either in its own name or in that of its trustees or officers, of enforcing against any member of such association, either at law or in equity, payment of any contribution, fine, or other due whatsoever, whether owing by such member under any rule or not, or of obtaining as against any member the benefit of any agreement made with such member.

13. Provided always that nothing herein contained shall be construed to affect the power of the trustees of such association in prosecuting any person for any offence committed in respect of the property of such association, whether any person so offending shall be a member of such association or not, or of recovering at law or in equity from any person, whether a member thereof or not, any property of the said association, not being a contribution, fine, or due owing from such person as such member.

14. No such association shall be capable of being sued as a corporate body in its own name or in that of its trustees or officers (unless it be otherwise incorporated), nor shall it be capable of being dissolved or wound-up under any winding-up Act, and shall not be liable at law or in equity to any of its members for or in respect of any agreement or assurance made between such society and its members.

15. Provided always that nothing herein contained shall be construed to affect the trustees or any member of any such enrolled association in the exercise of all the rights and powers conferred by the said Friendly Societies Acts, and that nothing herein contained shall affect the right of every actual member of any such association to a share of the joint property on dissolution.

16. Upon any proceedings in respect of any criminal prosecution, and upon any action, suit, or proceedings for the recovery of any property which shall have been deposited with or which shall have come into the hands of any person, it shall not be pleaded or shown in stay of such proceedings that such criminal prosecution or such suit or action is brought or promoted in respect of some matter or thing which is contrary to public policy, as being in restraint of trade; provided that nothing herein contained shall be construed to require any court of law or equity to give specific performance of or to enforce any penalty, or give damages for the nonperformance of any agreement which shall be considered by such court to be contrary to public policy as being in restraint of trade, due regard being had by such court to the amount of the restriction thereby imposed on the party restrained, together with the adequacy of the consideration to the party restraining.

ESTATE AND INVESTMENT JOURNAL.

STOCK AND SHARE MARKET.

COMPARING May with January, and remembering that we are now at what is usually the busiest and most prosperous season of the year, it is painful to note how very trifling is the improvement in the money market. When there is a slight advance there immediately follows something to disturb confidence and send quotations down again. Now the cause of uneasiness is Mr. Sumner's speech on the *Alabama* claims. It is believed to mean mischief. The truth is beginning gradually to dawn upon us that America is alarmed at the formation of a great power in the dominion of Canada; that the people are resolved to possess themselves *per fas aut nefas* of Canada and the West Indies, and that the bill sent in on account of the *Alabama* is purposely swollen to be made the ground of a bargain by which all our possessions on the American Continent and in its seas are to be the price of peace; or, should we refuse, they are to be taken by force. This "little bill" of Mr. Sumner offers a plausible excuse for such a transaction.

The following are the fluctuations of the week:

ENGLISH FUNDS.	Fri.	Sat.	Mon.	Tues.	Wed.	Thu.
Bank of England Stock	...	...	241	242	242	242
3 $\frac{1}{2}$ Cent. Red. Ann. ...	92	...	91 $\frac{1}{2}$	91 $\frac{1}{2}$	91 $\frac{1}{2}$	91 $\frac{1}{2}$
3 $\frac{1}{2}$ Cent. Cons. Ann. ...	93 $\frac{1}{2}$	...	93 $\frac{1}{2}$	93 $\frac{1}{2}$	93 $\frac{1}{2}$	93
New 2 $\frac{1}{2}$ Cent. Ann. ...	...	...	...	...	...	...
Do. do. Jan. 1894.	...	...	...	...	76	76
New 3 $\frac{1}{2}$ Cent. Ann. ...	92	...	91 $\frac{1}{2}$	91 $\frac{1}{2}$	91 $\frac{1}{2}$	91 $\frac{1}{2}$
5 $\frac{1}{2}$ Cent. Annuities	...	...	...	...	...	...
5 $\frac{1}{2}$ Cents. $\frac{1}{2}$ Jan. 1873	...	...	...	...	...	...
Ann. 30 years exp.	...	...	...	...	...	...
April 5, 1885	...	...	...	...	...	...
Do. exp. Jan. 5, 1880	...	...	...	...	...	...
Do. exp. July 1880	115	...	...	...	...	...
Rail Sea Tele. Ann. 1908	...	...	19 $\frac{1}{2}$	...	...	...
Consols. for Acc.	93 $\frac{1}{2}$	...	93 $\frac{1}{2}$	93 $\frac{1}{2}$	93 $\frac{1}{2}$	93
India 5 $\frac{1}{2}$ Cent. for Acc.	...	...	...	...	...	...
Do. 5 $\frac{1}{2}$ Cents. July 1880	...	...	115	114 $\frac{1}{2}$	...	...
India Stock, July 1880	...	...	...	...	114 $\frac{1}{2}$	...
India Stock, 1874	212 $\frac{1}{2}$	...	212 $\frac{1}{2}$	...	213	...
India 5 $\frac{1}{2}$ Cent.	...	...	...	...	...	...
India 4 $\frac{1}{2}$ Cents. 1888	100 $\frac{1}{2}$	...	100 $\frac{1}{2}$	100 $\frac{1}{2}$	100 $\frac{1}{2}$	...
India 5 $\frac{1}{2}$ Cent. 1870	...	...	...	13s. d	...	...
India Bonds (1000l.)	...	...	...	...	...	...
Do. (under 1000l.)	a	...	b	c	...	e
Ex. Bills, 1000l.	a	...	b	c	...	e
Do. 500l.	a	...	b	c	...	e
Do. 100l. and 200l.	a	...	b	c	...	e
3 $\frac{1}{2}$ c.	a	...	b	c	...	e

a 2 $\frac{1}{2}$ and 2 $\frac{1}{2}$ per cent., 7s. premium.
b 2 $\frac{1}{2}$ and 2 $\frac{1}{2}$ per cent., 2s. premium.
c 2 $\frac{1}{2}$ and 2 $\frac{1}{2}$ per cent., 5s. premium.
d Premium.
e 2 $\frac{1}{2}$ and 2 $\frac{1}{2}$ per cent. par.

PUBLIC COMPANIES.

RAILWAY COMPANIES.

Antwerp and Rotterdam.—Dividend at the rate of 6 per cent. per annum.

Great Luxembourg.—Dividend at the rate of 2 per cent. per annum.

Smyrna and Cassaba.—Preference dividend, and an ordinary distribution at the rate of 2 per cent. per annum.

Stafford and Uttoxeter Railway.—Creditor's claims must be forwarded to the receiver by the 20th May, the 3rd June being appointed for their adjudication.

BANK.

Standard of British South Africa.—Four per cent. per annum dividend declared.

ASSURANCE COMPANY.

English Assurance.—Five per cent. interest was declared as payable to the shareholders.

MISCELLANEOUS COMPANIES.

Aberdare and Merthyr Steam Coal Company (Limited).—Mr. H. Dever is official liquidator.

Animal Charcoal.—Dividend at the rate of 12 $\frac{1}{2}$ per cent. per annum has been declared.

Bahia Gas.—Three per cent. per annum ordinary dividend declared.

Civil Service Supply Association.—The goods sold during the year ended 27th Feb. 1869 amounted to 219,032l. The gross profit was 13,961l., and the expenses 13,289l. Profits and interest in hand, 7585l.; and the sum received on tickets and shares remains intact. New premises have been taken in Long Acre.

Fairbairn Engineering.—The report states that the net earnings barely suffice to pay a 5 per cent. dividend.

Singapore Gas.—A dividend at the rate of 5 per cent. per annum.

REPORTS OF SALES.

NOTE.—The reports of the Estate Exchange are officially supplied in the following list. Auctioneers whose names are registered there will oblige by reports of their own sales.]

Monday, May 3.

By Mr. WHITTINGHAM, at the Mart.

Freehold building land, situate at Lower Tooting, Surrey. Lots 1 to 124 have been sold. Lot 142—sold for 62l. Lot 148—sold for 70l. Lot 177—sold for 80l. Lot 178—sold for 80l.

Tuesday, May 4.

By Messrs. DEBENHAM, TEWSON, and FARMER, at the Mart.
Leasehold residence, No. 14, Highbury-crescent; term, 97 $\frac{1}{2}$ years from 1846, at 20l. per annum—sold for 2200l.

By Messrs. DRIVER.

Freehold ground-rents, amounting to 112l. 10s. per annum, secured on twenty-two houses, shops, yards, &c., in Brunel-street and Glyn-street, Vauxhall—sold for 2470l.
Freehold ground-rents, amounting to 72l. 10s. per annum, secured on eight houses, shops, yards, and premises, in Upper Kennington-lane, Vauxhall—sold for 1610l.
Freehold ground-rents, amounting to 57l. 10s. per annum, secured on twelve houses, shops, and premises in Glyn-street and Auckland-street, Vauxhall—sold for 1270l.
Freehold ground-rents, amounting to 30l. per annum, secured on three houses, shops, and premises, situate in New Bridge-street, Vauxhall—sold for 710l.
Freehold ground-rents amounting to 274l. per annum, secured on twenty-six houses, shops, and premises in Goding-street, Italian-walk, and Auckland-street, Vauxhall—sold for 6350l.
Freehold ground-rents, amounting to 30l. per annum, secured on six houses in Goding-street, Vauxhall—sold for 600l.
Freehold ground-rents, amounting to 20l. per annum secured on five houses and premises in Garden-terrace, Goding-street, Vauxhall—sold for 625l.
Freehold ground-rents, amounting to 40l. per annum, secured on four houses and shops in Upper Kennington-lane, Vauxhall—sold for 950l.

Wednesday, May 5th.

By Messrs. CHINNOCK, GALSWORDY, and CHINNOCK, at the Mart.

Leasehold, two residences, Nos. 5, Hurley-street, and 2, Wymore-street, Cavendish-square, producing 412l. per annum, term 50 years from 1854, at 135l. per annum—sold for 3300l.
Leasehold, four shops and five houses, Nos. 26 to 33, Artillery-row, Westminster, producing 430l. per annum, term 37 years from 1868, at 2l. per annum—sold for 3820l.
Leasehold house, No. 18, Duke-street, also No. 28, Thomas-street, Oxford-street, producing 370l. per annum, term 11 years unexpired, at 132l. 10s. per annum—sold for 1050l.
Freehold ground-rent of 10l. per annum, arising from Nos. 73 and 75, Princes-road, Notting-hill, and 1, St. John's-place adjoining—sold for 250l.

SOLICITORS' JOURNAL.

NOTES OF NEW DECISIONS.

HUSBAND AND WIFE—POST-NUPTIAL SETTLEMENT—HUSBAND BANKRUPT.—In 1861 a lady, entitled to an annuity, was married, but no settlement or agreement for a settlement was then made. Both she and her husband were then largely in debt. After marriage the annuity was assigned to trustees for the lady for her separate use, and subsequently to this the husband became bankrupt. Under the bankruptcy considerable debts were proved, including many debts due from the wife at the time of her marriage. Held (affirming the decree of the Master of the Rolls), that so long as any of her own debts remained unsatisfied, she had no equity to a settlement of the annuity, or any part thereof, and an enquiry was directed to ascertain the amount of her property and her debts: (*Barnard v. Ford*, 20 L. T. Rep. N. S. 289. L.J.J.)

TITLE OF ASSIGNEE.—In the above case no creditors' assignee of the husband's estate was chosen, but the proceedings were had in a district court where there was but one official assignee. By leave of the Court of Bankruptcy he filed a bill to set aside the settlement; but when he did so, he had not been actually appointed official assignee of the estate. Held, that as, before the cause was heard, an order duly appointing him had been made, he was entitled to maintain the suit: (*Ibid.*)

PRACTICE—PRODUCTION OF DOCUMENTS—EXAMINATIONS IN BANKRUPTCY.—Office copies of examinations before the Bankruptcy Court, alleged by the plaintiff to have been obtained with a view of enabling him to take the opinion of counsel in reference to the institution of the suit, were: Held to be privileged: (*Fenton v. The Queen's Ferry Ware Company*, 20 L. T. Rep. N. S. 29. V.C.M.)

PRACTICE—INTERPLEADER—AFFIDAVIT OF NO COLLUSION—PAYMENT OF MONEY INTO COURT.—Where a plaintiff, alleging that he did not know to which of two partners (between whom a suit for dissolution had been instituted) to pay a debt due to their firm, filed an interpleader bill, and moved to pay the sum in question into court with the usual affidavit of no collusion. The court, upon a suspicion of collusion, refused the motion and ordered the sum to be paid to the partner who alleged collusion, unless on or before a given day an injunction was moved for and obtained in the suit between the partners: (*Manby v. Robinson*, 20 L. T. Rep. N. S. 298. V.C.M.)

PRACTICE—ACKNOWLEDGMENT OF MARRIED WOMAN ABROAD—LEASES AND SALES OF SETTLED ESTATES ACT.—Where a petition is presented to authorise a sale of settled estates under the 19 & 20 Vict. c. 120, and a party interested, being a married woman, is abroad and served, the court will dispense with her acknowledgment: (*Re Tibbett's Trusts*, 20 L. T. Rep. N. S. 299. V.C.M.)

PRACTICE—AMENDMENT FOR WANT OF ANSWER.—Four days before a defendant's time for answering would have expired he obtained an order for four weeks' further time, and on the day after the four weeks from the date of the order expired a summons for further time was taken out by the defendant, and an attachment issued by the plaintiff. The chief clerk refused to entertain the summons in consequence of the attachment: Held, that the attachment must be discharged, without costs: (*Weston v. Cohen*, 20 L. T. Rep. N. S. 299. V.C.M.)

AFFIDAVITS NOT ENTITLED IN ANY MATTER—ORDER TO FILE.—Where affidavits are made abroad and sworn, but without any heading, showing in what cause or matter they are made, they will be ordered to be filed, on special application for that purpose: (*Salvidge v. Tutton*, 20 L. T. Rep. N. S. 300. V.C.M.)

REVIVOR BY EXECUTORS, SOME NOT HAVING PROVED—NEW ORDER.—Where a plaintiff dies

leaving a will and several executors, and the order refers to all, but only some of them prove, the order cannot be amended, but there must be a fresh order: (*Crossley v. Elworthy*, 20 L. T. Rep. N. S. 300. V.C. M.)

PRACTICE—ORDER X., RULE 4.—The defendant had been served with a copy of the bill on the 3rd Feb. On an application made on behalf of the plaintiff, under Order X., rule 4, on the 16th April, the court gave leave to enter an appearance for the defendant: (*Herd v. Lupton*, 20 L. T. Rep. N. S. 302. V.C. J.)

GENERAL ORDER OF THE HIGH COURT OF CHANCERY.

Thursday April 29, 1869.

The Right Honourable William Page Baron Hatherley, Lord High Chancellor of Great Britain, with the advice and assistance of the Right Honourable John Lord Romilly, Master of the Rolls, the Right Honourable the Lord Justice Sir Charles Jasper Selwyn, the Right Honourable the Lord Justice Sir George Markham Giffard, the Honourable the Vice-Chancellor Sir John Stuart, the Honourable the Vice-Chancellor Sir Richard Malins, and the Honourable the Vice-Chancellor Sir William Milbourne James, doth hereby, in exercise and execution of the powers given to him by the Liquidation Act 1868, and of all other powers and authorities enabling him in that behalf, order and direct in manner following:—

1. Every scheme to be filed in the Court of Chancery pursuant to the stat. 31 & 32 Vict. c. 68, and every declaration, affidavit, petition, summons, notice, or other proceeding relative thereto, shall be intitled in the matter of the Liquidation Act 1868, and in the matter of the debtor, bankrupt, or company, to whose assets the same relates, and if the same relates to the assets of a company which is being wound-up under the Companies Act 1862, and any Act amending the same, then such scheme shall also be intitled in the matter of the Companies Act 1862.

2. Every such scheme shall be marked either with the words "Lord Chancellor," and the name of one of the Vice-Chancellors, or with the words "Master of the Rolls," and the matter of such scheme (unless removed by some special order of the Lord Chancellor or the Lords Justices) shall accordingly be attached to the court of such Vice-Chancellor, or to the court of the Master of the Rolls, as the case may be, in like manner, and for the same purposes, as causes are attached to a particular court.

3. Where such scheme relates to assets of a company which is being wound-up under the Companies Act 1862, and any Act amending the same, by the Court of Chancery or under the supervision of the Court of Chancery, the scheme shall be marked so as to be attached to the court of the judge to whose court the matter of such winding-up is attached.

4. Every scheme to be filed as aforesaid, shall be printed on paper of the same size and description and in the same style and manner as bills in Chancery are required to be printed; and every fifth line of each page thereof shall be numbered.

5. Every such scheme shall be filed in the office of the Clerks of Records and Writs, and shall have indorsed thereon the name and address of the solicitor and London agent (if any) of the liquidators, and also the address for service of such solicitor in cases where an address for service is required by the general orders of the court.

6. At any time after the expiration of four days from the filing of any such scheme, any person claiming to be interested as a creditor or contributory in the affairs of the debtor, bankrupt, or company to whose assets the scheme relates may, by a requisition in writing, delivered at the office of the solicitor of the liquidators, or of his London agent (if any), and stating the nature of the interest which such person claims, demand any number, not exceeding ten, of printed copies of the scheme; and the copies so required shall, within twenty-four hours after such demand, and on payment for each such copy at the rate of one half-penny per folio, be delivered to the person so requiring the same, with a certificate thereon by such solicitor or his London agent, that they are true copies of the scheme filed.

7. Except in cases where an affidavit, verifying a list of creditors shall already have been filed, or a list of creditors shall have been made out under the direction of the court, the liquidators, on the day on which the scheme is filed, or within such further time as the judge shall allow, shall file, in the Office of the Clerks of Records and Writs, an affidavit, made by some person competent to make the same, verifying a list containing the names and addresses of the creditors, and the amounts due to them respectively, so far as the same can be ascertained, and leave the said list and an office copy of such affidavit, at the chambers of the judge.

8. Copies of the scheme, and copies of the list

of creditors, containing the total amount due to them, but omitting the amounts due to them respectively, or (if the judge shall so direct), complete copies of such list, shall be kept at the offices of the solicitor of the liquidators and his London agent (if any); and any person claiming to be interested as creditor or contributory, may, at any time during the ordinary hours of business, inspect and take extracts from such scheme and copy list on payment of the sum of one shilling.

9. The liquidators shall, within seven days after the filing of the scheme, or within such further time as the judge may allow, send to each creditor whose name is entered in the said list, or to such of them as the judge shall think fit, and in cases of winding-up, to such of the contributories as the judge shall think fit, a notice of the filing of the scheme. Such notice shall state the time when the scheme was filed, and the place or places where the scheme may be inspected, and copies thereof obtained; and shall be sent through the post in a prepaid letter addressed to each of the persons to whom the same is to be sent at his last known address or place of abode.

10. Notice of the filing of the scheme may also, if the judge shall think fit, after the filing thereof, be published at such times and in such newspapers as the judge shall direct. Every such notice shall contain such particulars as are mentioned in the preceding rule.

11. After the expiration of one calendar month from the filing of the scheme, or at such earlier time as the judge shall think fit, the liquidators may present a petition for confirmation of the scheme. It shall not be necessary in such petition to set forth the scheme, but it shall be sufficient to refer thereto.

12. When any petition to confirm any such scheme is presented, the liquidators shall apply to the judge in chambers to appoint the day on which the same is to come into the paper for hearing, such day not to be before the expiration of three weeks from the time of such application, and shall cause a notice of such presentation to be inserted in such two newspapers as the judge in chambers shall direct. Such notice shall state the day on which the scheme was filed, and the day on which the petition was presented, and the day on which the same is directed to come into the paper for hearing, and the name and address of the solicitor and London agent (if any) of the liquidators.

13. The petition shall not come on to be heard until at least fourteen clear days after the first insertion of such notice as aforesaid. Such notice shall at least once in every entire week, reckoned from Sunday morning till Saturday evening, which shall have elapsed between the first insertion thereof and the day on which such petition is directed to come into the paper for hearing, be again inserted in such newspaper as aforesaid, on such day or days as the judge in chambers shall direct.

14. Any creditor, contributory, or other person whose rights or interests are affected by such scheme, and who shall be desirous to be heard in opposition to the confirmation thereof, shall, at least two clear days before the day on which the petition for confirmation is directed to come into the paper for hearing, enter an appearance in the office of the clerks of records and writs, and, in default of so doing, shall not be entitled to be heard, unless by the special leave of the court.

15. Any person so entering an appearance, shall be deemed to have submitted himself to the jurisdiction of the court as to payment of costs, and otherwise.

16. No order for confirming a scheme, whether with or without alteration or addition, shall be enrolled until the expiration of thirty days from the day of the same having been pronounced, exclusive of vacations.

17. No caveat shall be entered to stay the enrolment of any order for confirming a scheme, with or without alterations or additions; but every such order may be enrolled after the expiration of thirty days from the day of the same being pronounced, unless in the meantime a petition for a rehearing shall have been presented, and an order for setting down such petition obtained and served upon the liquidators, such thirty days to be exclusive of vacations.

18. No petition for a rehearing either before the same judge or before the Lord Chancellor or the Lords Justices, of the case on which any order confirming a scheme, with or without alterations or additions, or order refusing to confirm a scheme, has been made, shall, unless by special leave of the Lord Chancellor or the Lords Justices, be presented after the expiration of thirty days, exclusive of vacations, from the day on which such order was pronounced, notwithstanding that such order may not have been enrolled.

19. When an order has been made for confirming a scheme, with or without alterations or additions, no person who neither has entered an appearance as aforesaid, nor has by virtue of such special leave as aforesaid been heard in opposition to the confirmation of the scheme, nor is the legal personal representative of a person who has entered

an appearance or been heard in opposition as aforesaid, shall be at liberty to present a petition for rehearing before the same judge, or before the Lord Chancellor or the Lords Justices, unless the Lord Chancellor or the Lords Justices shall, by special order, be applied for by motion on notice to the liquidators, to be served on their solicitor or London agent, give leave to such person to present a petition for a rehearing.

20. All orders made in chambers under the Liquidation Act 1868, shall be drawn up in chambers unless specially directed to be drawn up by the registrar, and shall be entered in the same manner, and in the same office, as other orders drawn up in chambers.

21. In cases not expressly provided for by the said Act, or by the rules of this order, the General Orders and practice of the court (including the course of proceeding and practice in the judges' chambers, and the course of proceeding and practice as to rehearings before the same judge, or before the Lord Chancellor or Lords Justices) shall, as far as such General Orders and practice are applicable, and not inconsistent with the said Act or this order, apply to all proceedings in the Court of Chancery under the said Act.

22. The power of the court and of the judge in chambers to enlarge or abridge the time for doing any act, or taking any proceeding, to adjourn or review any proceeding, and to give any directions as to the course of proceeding, shall be the same in proceedings in Chancery under the said Act, as in proceedings under the ordinary jurisdiction of the court.

23. Solicitors shall be entitled to charge, and be allowed for all duties performed under the Liquidation Act 1868, such of the fees on the higher scale, authorised by the 2nd Rule of the 38th of the Consolidated Orders and the regulations as to solicitors' fees subjoined thereto as are applicable, unless the court or judge shall otherwise specially direct.

24. The fees of court set forth or referred to in the schedule hereto shall be paid in relation to proceedings in Chancery under the said Act, and shall be collected by means of stamps in manner, provided by the General Orders of the court.

25. This order shall come into operation on the 1st May 1869.

26. The General Interpretation Clause in the Consolidated General Orders shall apply to the rules of this order; and in this order the term "liquidators" has the same meaning as in the Liquidation Act 1868, and the word "contributory" has the same meaning as in the Companies Act 1862.

HATHERLEY, C.
ROMILLY, M.R.
C. JASPER SELWYN, L.J.
G. M. GIFFARD, L.J.
JOHN STUART, V.C.
RICH'D. MALINS, V.C.
W. M. JAMES, V.C.

THE SCHEDULE.

Fees to be collected by means of Stamps.

In the judges' chambers and in the respective offices of the registrars, the examiners, and the taxing masters, such of the fees by the 2nd rule of the 39th of the Consolidated Orders, and the regulations subjoined thereto, directed to be collected and paid, as are applicable.

In the Record and Writ Clerks' Office.

For filing every scheme under the Liquidation Act 1868	s.	d.
For every certificate of filing a scheme	1	0
And such other fees by the 2nd rule of the 39th of the Consolidated Orders, and the regulations subjoined thereto directed to be paid and collected, as are applicable.	0	5

For every petition

In the Office of the Lord Chancellor's Principal Secretary.

For every petition

In the Office of the Secretary at the Rolls.

For every petition

CREDITORS UNDER ESTATES IN CHANCERY.

LAST DAY OF PROOF.

BATTE (Geo.), Brown-hill, Cartworth, Kirkburton, York. May 19; W. Armitage, solicitor, Holmfirth. May 31; V.C. S., at one.
BRIDGE (John), Herne Bay, Kent. May 31; C. Baylis, solicitor, 30, Fenchurch. June 14; V.C. J., at twelve.
CASSIDY (Thos.), 22, Herne-street, Fenchurch. May 15; W. R. Harris, solicitor, 40, Chancery-lane. May 24; V.C. S., at two.
CROLEY (Wm.), Langford, near Biggleswade. May 27; Fox and Robinson, solicitors, 52, Green-hill, Old Broad-street. June 4; V.C. J., at twelve.
DYKE (Henry), Charlton Kings, Gloucester. May 29; White and Sons, solicitors, 11, Bedford-row. June 14; V.C. S., at one.
GARRETS (Thos.), Croydon, Surrey. May 26; J. M. Yatta, solicitor, Temple-chambers, Fleet-street. June 3; V.C. J., at twelve.
HARTSHORN (John), Ebury-street, Pimlico. May 31; J. Mackrell, solicitor, 21, Cannon-street. June 15; V.C. J., at two.
MOOY (Henry), Southwood-lawn, Highgate. May 26; J. Rae, solicitor, 9, Mincing-lane. June 15; V.C. M., at twelve.
MORRIS (Wm.), Bull-inn, East Sheen, Mortlake. June 10; Janson, Cobb, and Co., solicitors, 41, Finsbury-circus. June 25; V.C. S., at twelve.

NEWMAN (Chas.), New Windsor. May 24; J. H. Long, solicitor, New Windsor, Berks. June 10; M. R. at twelve.
SCHROEDER (Jno. F.), Northbrook House, Bentley, Southampton. May 17; A. Jackson, solicitor, 10, Billiter-square. May 25; V.C. J. at twelve.
SEALS (Robt.), Misterton, Nottingham. June 1; A. M. Sharp, solicitor, Epworth, Bawtry, Lincoln. June 15; V.C. S. at twelve.
SPENCER (James), Pottton, Bedford. June 15; Rhodes, Son, and Co., solicitors, 63, Chancery-lane. June 30; V.C. S. at twelve.
STEEPS (Robert), Nine Elms, Vauxhall, Surrey. May 24; Tippetts and Son, solicitors, 5, Great St. Thomas Apostle; Chapside. June 4; V.C. J. at one.
TREBLE (Geo.), Brandon-street, College-street, Bristol. May 24; Torr and Co., solicitors. June 3; V.C. M., at twelve.
TYARS (W. S.), Minorities. May 27; H. Earle, 39, Bedford-row. June 7; V.C. M., at twelve.

CREDITORS UNDER 22 & 23 VICT. c. 35.

Last day of Claim, and to whom Particulars to be sent.

BANKS (Jos. P.), 18, Fish-street-hill. June 1; W. H. Thompson, 37, New Cross-road, S.E.
CHURCHWARD (Samuel), Myrtle-villa, Hartfield-road, Wimbledon, Surrey. May 31; F. Kearsey, solicitor, 35, Old Jerry.
CLIFTON (Sir Arthur B.), K.G.C., Brighton. July 1; Bennett, Dawson, and Co., solicitors, 2, New-inn, Lincoln's-inn.
DAVIS (Sarah), 23, Cavendish-street, New North-road, Hoxton. June 30; Dowse and Darville, solicitors, Lime-street Chambers, 21, Lime-street, E.C.
DEXTON (A.), Allerton Bywater, Kippax, York. July 1; G. Bradley, solicitor, Castleford.
DORRINGTON (Chas.), Bride-hall, Leambridge, Hertford. June 30; Spence and Hawks, solicitors, Hertford.
FAIRBAIRN (Geo.), Ardwick, Manchester; Aug. 2; T. T. Harding, solicitor, 73, Princess-street, Manchester.
FAIRWEATHER (G. W.), Park-place, St. Catherine, Gloucester. July 1; D. Boomer, solicitor, Gloucester.
FURZE (Mrs. Anna), Singledodge, Teddington. June 4; G. Annesley, solicitor, 64, Lincoln's-inn-fields.
GORDARD (Sophia), Blue Post public-house, Tottenham-court-road, W.C. May 31; Hunter, Gwatkin and Co., solicitors, 9, New-square.
HARRISON (James), 6, Portland-place, Leamington Priors. June 1; E. and T. Fisher, solicitors, Ashby-de-la-Zouch.
LEWIS (Wm.), 9, Boundary-road, St. John's-wood. July 1; Valey and Led am, solicitors, 60, Carey-street, Lincoln's-inn-fields.
PAILLINS (Wm.), Chipping Norton, Oxford. June 24; London and Rawlinson, solicitors, Chipping Norton.
SCAMPTON (John), Coventry. June 24; Dewes and Son, solicitors, 10, Hay-lane, Coventry.
SMILEY (William), 16, Pembroke-square, Kensington. May 29; J. Macgregor, solicitor, 37, Bloomsbury-square.
TREAY (Capt. John), Cheltenham, Gloucester. Aug. 2; H. K. Hebb, solicitor, Lincoln.
TOMLINSON (John), Fountain Head Tavern, Thornton Heath, Surrey. July 1; G. T. Powell, solicitor, 33, King-street, Chapside.
WILD (Rev. Edward), the Vicarage, Hawleigh, Suffolk. June 10; Hayward and Sons, solicitors, Needham-market, Selby.
WILKIN (Capt. Richard H.), Crick Villa, Crick, Northampton. May 22; Dayman and Walsh, solicitors, Oxford.
WICK (Wm.), 9, Holland-Grove, Brixton. July 2; W. Jones, solicitor, 20, King's Arms-yard, Coleman-street.

COURT OF CHANCERY.—The Lord Chancellor has issued an order that Wednesday, the 2nd June, be observed as a holiday for the celebration of Her Majesty's birthday.

THE LAW'S DELAY.—Lamentable instances of the uncertainty and costliness of the administration of the law which, apparently, everywhere prevails under Anglo-Saxon rule, are not wanting in India. A Hindoo widow, who had been left the sum of 20,000*l.* by her husband, had her right to the bequest disputed by the other members of the family. In order to defend herself in the courts she was compelled to borrow money, and while the law proceedings dragged their tortuous length slowly on, she had to keep borrowing until, when the case was at length ripe for adjudication, it was found that the parties from whom the poor woman had borrowed, had become, through the extent to which they had advanced, lawful possessors of the widow's right to the 20,000*l.*—*The Asiatic.*

THE BENCH AND THE BAR.

CALLS TO THE BAR.

MIDDLE TEMPLE, April 30.—The under-mentioned gentlemen were this day called to the degree of the Utter Bar by the Hon. Society of the Middle Temple.—Thomas Tomlinson, Esq., B.A., Trinity College, Dublin; James Colquhoun Revel Roade, Esq., of Christ Church, Oxford; William Thurley Mainprize, Esq., of the University of London; Charles Archibald Samuels, Esq.; Frederic Taylor Payne, Esq., LL.B., Trinity Hall, Cambridge; the Hon. George Thomas Kenyon, B.A., Christ Church, Oxford; Francis Broxbolton Grey Jenkinson, Esq.; Aubrey St. John Clerke, Esq., B.A., Trinity College, Dublin; Francis Thorne Cole, Esq., Charles Haigh, Esq., Arthur Pawson, Esq., John Paddon Latimer, Esq., and Charles Woodin Law, Esq., Bachelor of Sciences.

INNER TEMPLE, April 30.—The under-mentioned gentlemen were this day called to the Bar by the Hon. Society of the Inner Temple, viz.:—John Tankerville Goldney, Esq., B.A., LL.B., Cambridge; Frederic Green, Esq., M.A., London; Edward Charles Russell Ross, Esq., B.A., Cambridge; William Francis Shaw, Esq., B.A., Cambridge; Robert Collier, Esq., LL.B., Cambridge; Edward William Foss, Esq., B.A., Oxford; George James Duncan, Esq., B.A., Cambridge; Uthred James Hay Dunbar, Esq., B.A., Oxford; Nathaniel Albert Hunt, Esq., B.A., Cambridge; William Russell Griffiths, Esq., LL.B., Cambridge; Philip Vernon, Smith, Esq., B.A., Cambridge;

Oliver Augustus Saunders, Esq., Cambridge, and Walter Lacy Rogers, Esq., M.A., Oxford.

LINCOLN'S INN, April 30.—The undermentioned gentlemen were this day called to the degree of barrister-at-law by the Honourable Society of Lincoln's Inn, viz.:—Charles Fuhr Jemmett, Esq., LL.B. and B.A., Cambridge, and B.C.L., Oxford; William George Gould, Esq., late of Oxford; Stephen James Taylor, Esq.; George De Butts, Esq., B.A., Dublin; Reginald Braunfield, Esq., Oxford; Robert Hill Pinhey, Esq.; and William Henry Craig, Esq., M.A., Dublin.

GRAY'S INN, April 30.—At a pension holden this day Henry Keeble, of No. 33, Braham-road, Brixton, gentleman, the eldest surviving son of Jabez Keeble, late of Thames Bank, Pimlico, Esq., was this day called to the degree of barrister-at-law by the Honourable Society of Gray's Inn.

BOROUGH OF YOUGHAL.—William Exham, Esq., Q. C., will, it is understood, contest Youghal. Mr. Exham will give an independent support to the Conservative party if returned.

The Queen has been pleased to direct letters patent to be passed under the Great Seal granting the dignity of a Knight of the United Kingdom of Great Britain and Ireland unto James Martin, Esq., late First Minister and Attorney-General in the colony of New South Wales; and unto Robert Officer, Esq., Speaker of the House of Assembly of the Colony of Tasmania.

MAGISTRATE AND PARISH LAWYER.

NOTES OF NEW DECISIONS.

POOR-RATE — RAILWAY — BRANCH LINE. — Where a branch line is leased to the owners of a main line, into which it runs, the assessment must be made without taking into consideration the value of the main line to the owners, in addition to the net profits derived from the line passing through the parish: (*Reg. v. The Inhabitants of Llantrissant*, 20 L. T. Rep. N. S. 364. Q. B.)

EVIDENCE—DYING DECLARATION.—A magistrates' clerk administered an oath to a dying person, and she made a statement. He asked her if she felt she was likely to die? She said, "I think so." He said, "Why?" She replied, "From the shortness of my breath." He said, "Is it with the fear of death before you that you make these statements?" and added, "Have you any present hope of your recovery?" She said, "None." He then proceeded to write out the deposition, and when finished read it to her, and asked her to correct any mistake that he might have made. She said, "No hope, at present, of my recovery," and he then inserted those words: Held, that the declaration was inadmissible, as the words "at present," introduced by the deceased, were a qualification of her previous statement that she had no hope of recovery: (*Reg. v. Jenkins*, 20 L. T. Rep. N. S. 372. Cr. Cas. Res.)

CITY OF WORCESTER.—The Quarter Sessions for this city are appointed to be holden on Thursday next, 13th May. Recorder, F. T. Streeten, Esq. Clerk of the Peace, R. T. Rea, Esq. Ten days' notice to be given.

A PRISON GOVERNOR ON PRISON DISCIPLINE.—The following letter has been addressed to the Howard Association, London, by the governor of one of the largest and best managed prisons in Great Britain:—"What can be more agreeable to the position of a governor than a situation where prison labour is discountenanced rather than otherwise? He has no anxieties as to profits, no trouble in the procuring of labour, or in the buying of the materials at the cheapest rates, and in the selling at the most profitable prices, nor any disagreeable duties in the coercion of the idle to do their work. The question then naturally arises, are prisoners to be kept in their cells, like canaries in a cage, merely to be looked at, to eat their meals, take their exercise, go to chapel, and do just as much work as is agreeable to themselves; or are they to be made to work for their living, and the habitually lazy (who half fill the gaols) to be taught habits of industry, which may turn to good account after their discharge? I, for one, say the latter should be enforced. Why should the refuse of society, who are in many respects the terror of the respectable part of the community, be pampered, while the honest labourer has to work hard for the support of his wife and family?"

A SUCCESS UNPRECEDENTED.—MARAVILLA COCOA IS PERFECTION.—The *Globe* says "Taylor Brothers' Maravilla Cocoa has achieved a thorough success, and supersedes every other cocoa in the market. For homeopaths and invalids we could not recommend a more agreeable or valuable beverage." Sold in packets only, by all Grocers.—[ADVT.]

JOINT-STOCK COMPANIES' LAW JOURNAL.

NOTES OF NEW DECISIONS.

WINDING-UP — CLAIM — PROOF — COLLATERAL SECURITY.—B. held acceptance of the company to a large amount, and as a collateral security a quantity of cotton, the sale of which did not produce enough to cover the debt. He was held to be enabled to prove for the whole amount of the debt, and not merely for the balance remaining due after giving credit for the proceeds of the security; the court, in such cases, adopting the rule of administration of assets, and not of bankruptcy: (*Johnstone's case*, 20 L. T. Rep. N. S. 266. M. R.)

WINDING-UP — PRACTICE — DIRECTORS — ULTRA VIRES — PURCHASE OF SHARES.—The L. Company was formed for the purpose of purchasing the business of a banker, who declined to complete the contract until 40,000 shares had been taken up in the company. The directors, therefore, arranged with the I. Company (through the intervention of the O. Company) that the I. Company should guarantee a subscription of 40,000 shares in the L. Company. The I. Company, being without funds for that purpose, arranged that their promissory notes for 200,000*l.* should be discounted by the N. Bank, and the directors of the L. Company gave a guarantee that they would leave in the N. Bank an amount equal to the sum which might remain on these notes until such notes should be paid, the I. Company being by these means enabled to take up the 40,000 shares. Upon bill filed by a shareholder in the L. Company against its directors and the N. Bank: Held, that the money deposited having been paid out of the funds of the Company, contrary to the articles of association, the directors had committed a breach of trust, and that N. Bank must restore to the L. Company the sums which they had received from them under this arrangement: (*Gray v. Lewis*, 20 L. T. Rep. N. S. 282. V.C. M.)

LANDS CLAUSES ACT—ARBITRATION.—A railway company requiring certain lands in which R. and R. were interested, the question of the amount of compensation was referred to two arbitrators and their umpire. R. and R., being dissatisfied with the umpire's award, moved the court to set it aside; and on the 9th July 1868, Giffard, V.C. ordered that the matter should be remitted to the umpire to reconsider and redetermine it. Nothing was done in pursuance of the order, and in Feb. 1869 R. and R. gave notice to the company, requiring the question of compensation to be settled by a jury, and they afterwards gave notice that if the company failed to issue their warrant an action would be brought to recover the whole amount of R. and R.'s claim. On a bill by the company to restrain R. and R. from commencing the threatened action, to which bill R. and R. demurred: Held, that the umpire was bound, under the 23rd section of the Lands Clauses Consolidation Act, to make his award within three months from the date of the order referring the matter back to him. Demurrer accordingly allowed: (*Dare Valley Railway Company v. Rhys*, 20 L. T. Rep. N. S. 291. M. R.)

BREACH OF TRUST BY DIRECTORS—MISAPPLICATION OF MONEY—LIABILITY TO REFUND.—The memorandum of association of the L. C. Company stated that one of the objects for which the company was established was "to buy, sell, or loan . . . on all descriptions of produce or merchandise, and of stocks, shares, including shares issued by the company . . . (not being purely speculative transactions for the rise or fall in prices . . .)" &c. The articles of association empowered the directors to invest any moneys of the company not immediately applicable for any payment, &c., "on such Government, or real, or personal, or other securities or investments as the board from time to time think proper; and where the board think fit, to make any such investments in the names of trustees." The committee of the Stock Exchange required the words "always excepting the shares of the company," to be added to this power of investment before they would grant the company a settling day. Immediately after the incorporation of the company the principal promoter began to buy shares at a premium on behalf of the company, and one of the directors soon afterwards bought more shares at a premium, also on behalf of the company: 535 shares were thus bought, at a cost of 3739*l.* Cheques for

sums to that amount, signed by two of the directors, and countersigned by the secretary, were given in payment of these shares, and the drawing of these cheques was afterwards sanctioned at a meeting of the board of directors. The shares were transferred by the original purchasers to two nominees of the board of directors, and were afterwards by order of the board transferred to one of the directors, to whom a letter of indemnity, signed by the secretary, was given: Held, that the payment of this sum of 3739*l*. was not justified by the rules and principles on which the company was founded, and that all the directors who were present at the meeting of the board which sanctioned the cheques were liable jointly and severally to refund the amount of the payment thus sanctioned. It is the duty of a director to learn how the money, which is voted at a board when he is present, is intended to be applied; it is for this purpose that the office of director was created. He is elected to fill that office by the shareholders, by whom he is to be paid for his services. A plea of ignorance by a director in such a case, or that it was done by him for the sake of conformity, is merely a plea of guilty, and an admission of liability to account for the sums misapplied: (*The Land Credit Company of Ireland v. Lord Fernoy*, 20 L. T. Rep. N. S. 293. M. R.)

LAW STUDENTS' JOURNAL.

QUESTIONS FOR THE FINAL EXAMINATION.

EASTER TERM 1869.—SECOND DAY.

IV. PRELIMINARY.

Questions 36 to 40 inclusive.

V. EQUITY AND PRACTICE OF THE COURTS.

41. Explain shortly the difference between a demurrer and a plea, and under what circumstances the defendant should demur or plead instead of answering a bill.

42. Give some instances in which a defendant may object to give discovery sought by the interrogatories.

43. Explain the mode in which evidence in chief is given, and how the witnesses are cross-examined when the plaintiff takes the cause to a hearing on motion for decree, and also when he files replication.

44. In what cases should a defendant file a cross bill?

45. Can a suit in Chancery be maintained under any, and, if any, what circumstances, for the specific delivery of a chattel?

46. If interest is by a mortgage-deed reserved at the rate of 5*l*. per cent. per annum, and the deed stipulates that in default of payment on stipulated half-yearly days, or within thirty days thereafter, the mortgagee shall be entitled to interest at 6*l*. per cent., is the mortgagee, after default in payment within the stipulated time, entitled to interest at 6*l*. per cent.? Give the reasons for your answer.

47. What is meant by "tacking"? Give an instance.

48. What is the difference between legal assets and equitable assets, and in the mode in which they are distributed in the administration of an insolvent estate?

49. What is the effect, as respects the remedies of creditors, of a statutory advertisement for creditors, issued by an executor or administrator?

50. Will an allowance for the maintenance of an infant be directed by the court during the lifetime of the father or mother of the child, and if so, under what circumstances; and how should the application be made?

51. A. agrees to purchase of B. an annuity on the life of C. C. dies the day after the contract, can B. enforce payment of the purchase-money? could he have done so had C. died the day before the contract? Give the reasons for your answer.

52. What is an ademption of a legacy? State instances of ademption.

53. Is there any distinction, and if so, what, between the mode in which Acts of Parliament are construed at law and in equity?

54. What is understood by equitable waste; and in what cases will the Court of Chancery interfere by injunction to restrain waste?

55. A. dies intestate, possessed of 20,000*l*. personal estate, leaving a widow, a son, and a daughter—upon the marriage of the daughter he had given her 2000*l*. as a marriage portion, and he had expended 3000*l*. in purchasing a partnership for his son. How should the 20,000*l*. be divided by the administrator?

VI. BANKRUPTCY AND PRACTICE OF THE COURTS.

56. What is the state of a trader's affairs with which the Bankrupt law has to deal, and

what is the special object sought to be attained by that law?

57. How is that object effected in the case of a creditor holding security? State the general rule.

58. If the security held by the creditor is not on the property of the bankrupt, how does that circumstance affect the amount for which the creditor is entitled to prove?

59. The drawer and acceptor of a bill of exchange for 100*l*. become bankrupt. The holder proves against the estate of the one, and receives a dividend of 10*s*. in the pound, and afterwards seeks to prove against the estate of the other. For what sum is he entitled to prove?

60. Three persons carrying on business in partnership, give a joint and several promissory note, and become bankrupt. What are the holders' rights of proof as regards the joint and separate estates of the makers of the note?

61. A creditor omits to prove his debt against the estate of his principal debtor. What steps should the surety (who has not paid the debt) take for his own protection?

62. What is the limit of the landlord's remedy, by distress, after an act of bankruptcy of the tenant?

63. Under what circumstances are goods or chattels deemed to be in the reputed ownership, order, or disposition of a bankrupt? and what is the consequence to the true owner?

64. An agent, indebted to his principal, becomes bankrupt, with bills of exchange in his possession, which have been remitted to him by his principal for a specific purpose. What is the right of the principal with reference to such bills of exchange?

65. What are the facts material to be stated in a proof of debt for money lent and advanced to the bankrupt?

66. If any person is supposed to be in possession of property belonging to the bankrupt, or to be indebted to his estate, what steps should be taken by the assignees to ascertain the facts?

67. From what debts does the order of discharge operate as a release?

68. If the assignees decline to accept land held by the bankrupt on lease, what step must the bankrupt take to relieve himself from further liability under the lease?

69. From what time does after-acquired property of a bankrupt cease to be liable to the payment of his debts?

70. If the creditors of a bankrupt desires that his estate should be wound-up under a deed of arrangement or composition, how can that object be effected?

VII. CRIMINAL LAW AND PROCEEDINGS BEFORE MAGISTRATES.

71. How is the crime of murder defined by Sir E. Coke?

72. How is the age of discretion, with reference to the commission of crime, determined?

73. What is larceny, and what are the circumstances necessary to constitute it?

74. What is the office of coroner, and how is he chosen?

75. How is the coroner's inquisition in case of death holden, and what are the necessary incidents?

76. What powers are conferred on a justice of the peace by his commission?

77. How is the constabulary established in a county under 2 & 3 Vict. c. 93, and 3 & 4 Vict. c. 88?

78. What is the liability of a person intrusted with money, or security for money, with advice in writing as to the payment or delivery?

79. What is the position of accessories before the fact in cases of felony as regards indictment, their conviction, and punishment?

80. Under what definition of crime does robbery from the person fall?

81. How can the feloniously stealing and receiving of stolen goods be covered by one indictment?

82. Where may the receiver of stolen goods be tried and punished?

83. Of what species of crime are parties conspiring to murder guilty, and what is the punishment for it?

84. How is the punishment of death carried into effect under the Act of 1868, and who must be present at it?

85. What is the protection given to cheques crossed with the name of a banker, or with two transverse lines with the words "and Company?"

GENTLEMEN WHO PASSED THE FINAL EXAMINATION.

EASTER TERM 1869.

Almond, Edwin, articled to R. Bennett
Badham, Harry Alexander—G. Badham
Beedham, Thomas Claughton—R. E. Pannett; B. H. Beedham
Berkeley, Comyns William Lateward—C. R. Berkeley
Blake, Walter Scott—F. Blake
Bolton, Thomas Henry—Dyne and Harvey
Bosworth, Henry Wright—W. J. Woolley

Carder, Eugene—E. Elwin
Castle, Spencer—H. Thompson
Chamberlain, Reginald Storer—H. J. Davis; H. A. Owston

Chambers, James—J. Watson
Collins, Alexander—E. K. Bridger
Cooper, Frederick Bernard—S. H. Cooper
Craig, Charles James—A. S. Craig
Darlington, John Shaw—R. Darlington
Davis, Samuel Richard—J. Cooke
De Fivas, Alan Stevenson—F. Truefitt
Dupree, Theodore—J. J. Maberly
Edwards, Thomas—T. K. Edwards
Evans, John Albert Griffith—A. J. Evans; C. E. Abbott;
W. E. George

Farmer, Charles Edward—H. T. Young
Fleming, Albert—J. Heather
Fryer, Robert Hoskins—H. H. Fryer
Galloway, William Charles—J. M. Clabon
Garbutt, Charles James—J. A. Bush
Gard, William Snowden, jun.—J. Townley
Graves, John—R. Broatch
Griffin, Herbert John—G. Whitcombe
Hall, Samuel Alfred—W. Skilbeck
Hunt, Alfred—B. Hunt
Hutchinson, Edward—R. R. Dees; A. Lucas
l'Anson, Philip Blakeway—H. S. Law
Jeffery, Herbert James—J. R. Jeffery
Jennings, George Joseph—J. W. Morris
Jones, Morris Paterson—M. C. Jones
Jones, William Charles—H. W. Nelson
Kewney, Stanley—G. Kewney
King, George Hall—J. C. Parnell
Langworthy, William Frederick—J. R. Bramble
Lind, Charles Henry—J. Guscott
Manby, George Frederick—W. Manby
Masters, Samuel Wheatley—A. F. Tweedie
Mirams, Edward—J. H. Kays
Moore, James Lord—F. Marriott
Morgan, William—G. Kenrick
Mote, John Hurden—J. M. Morris
Norris, William—G. Hollings; O. A. Ullithorne
Parker, John Thomas—L. J. Deacon
Payne, Frederick Fitzroy—F. A. Payne
Pyke, Edward George—F. S. Irving
Raven, John—C. Kendall; G. M. Wetherfield; B. Norton
Rawlings, Edward Bailey—C. T. Saunders
Reed, Henry—A. Besant
Saunders, Albert—H. G. Stokes
Shipman, John Greenwood—R. Metcalfe
Smith, Middleton—M. Gray
Tebbe, Henry—J. P. Piper
Watkins, Thomas William—W. Plummer
Wicks, Henry Philip—J. Brookbank
Williams, Arthur—W. Hunt
Wilson, Robert Bolton—J. Bolton
Winship, Lionel William—T. W. Keenleyside
Winterbotham, William Howard, B.A.—L. W. Winterbotham; T. Waterhouse, LL.B.
Woodall, William, jun.—F. Leach

COUNTY COURTS.

NOTES OF NEW DECISIONS.

POWER OF COUNTY COURT JUDGE TO APPOINT DEPUTY REGISTRAR—ABSENCE OF REGISTRAR FROM THE SITTING OF THE COURT.—By the 8th of the Common Law Rules 1867, framed upon the authority of the County Courts Act 1856, sect. 32, "whenever the registrar or his lawful deputy is absent from the sitting of a court, the judge shall appoint a deputy to act on behalf of the registrar." The judge of the City of London Court appointed the plaintiff, an attorney of long standing, as deputy to the registrar, the defendant (who was the registrar), being absent from his seat in the judge's court at the sitting of the court: the assistant registrar, who was not an attorney of five years' practice, was, however, ready to attend to the business required before the judge, and a few minutes afterwards the registrar commenced in another room the undefended business which is the most important part of his duties. The defendant protested against the appointment of the plaintiff, and also against his continuing to interfere in his work: Held (in an action for reasonable remuneration for his services upon an implied contract under the 8th rule), that these facts did not establish such an absence from the sitting of the court as to make the defendant liable to the plaintiff upon the judge's appointment. *Quære*, as to the validity of the said rule. The statute only gives power to the County Court judges "to frame rules and orders for regulating the practice of the courts, and forms of proceeding therein." (*Wetherfield v. Nelson*, 20 L. T. Rep. N. S. 366. C. P.)

COUNTY COURT REFORM.

The following is a petition on this subject proposed to be presented to Parliament by bankers, merchants, traders, and others residing and carrying on business in London and elsewhere within the United Kingdom.

Sheweth—"That your petitioners have watched with some anxiety, the working of the County Courts in England, and are greatly impressed by the difficulty, delay, and expence attendant on the procedure therein, and in many instances the utter uselessness of these tribunals in compelling fraudulent debtors to pay their creditors.

"The great objections to these courts are:—

First, that all plaints, orders, summonses and other proceedings have to be served by the bailiff of the court which often involves the plaintiff in additional expense, loss of time, and trouble.

"Secondly, that a plaintiff is compelled to issue his plaint out of the court in the district wherein the defendant resides, or in which the cause of action arose, and this is a hardship upon the plaintiff, as in many cases it entails the necessity of travelling many miles.

"Thirdly, the plaintiff has to attend the court on the day of trial and wait until the cause is called, whether the defendant appear or not.

"Fourthly, the plaintiff has no means of knowing until the cause is called on, whether the defendant intends to defend or not, consequently is compelled (often at a great expense) to have his witnesses, books, or other evidence necessary to prove his case in court.

"Lastly, when a plaintiff has obtained his judgment, if the defendant does not pay, and has no goods upon which to levy any execution he has then to summon the defendant to the court in the district in which he resides, and this often renders the plaintiff's judgment useless, and instead of benefiting by the process of the court, he finds he has only added to his loss.

"That, for the reasons above mentioned, your petitioners submit that the present practice of the County Courts is defective and a great hardship upon creditors, and that the same should be amended as follows:—

"First, by allowing plaints to be issued out of any County Court and served by the plaintiff, his solicitor, or agent, in any part of England or Wales.

"Secondly, by requiring the defendant to give notice if he intend to defend.

"Thirdly, by allowing the plaintiff to try his cause in the court out of which the plaint issued, or in the court in the district wherein the cause of action arose.

"Fourthly, by allowing the plaintiff to issue a judgment summons out of the court in which judgment was obtained, and serve the defendant therewith in any part of England or Wales.

"Lastly, by allowing the parties, their solicitors, or agents to serve all summonses, orders, rules, and other proceedings.

"Your petitioners therefore pray your Honourable House that leave may be given to bring in a Bill to amend the Law and Practice of the County Courts in England to the effect hereinbefore mentioned, or to such other extent or effect as your Honourable House may deem expedient and proper, or that your petitioners may have such other relief in the premises as to your Honourable House may seem meet.

"And your petitioners will ever pray," &c.

THE NEW BANKRUPTCY LAW.

NOTES OF NEW DECISIONS.

COMPOSITION-DEED—TRUTH OF AFFIDAVIT—NUMBER OF ASSENTS—BANKRUPTCY ACT 1861, s. 192.—The assents of the majority of creditors required by the 192nd section of the Bankruptcy Act 1861, must be given in writing to the particular deed executed, and before registration, in order to make the deed binding on non-assenting creditors. It is not sufficient that the required majority assented to a deed which it was intended should contain a different provision from that which was executed, nor that the required majority of assents were made up after registration, although the affidavit delivered with the deed upon registration contained the statements demanded by the Act: (*Beddall v. King*, 20 L. T. Rep. N. S. 325. C. P.)

CONVEYANCE TO BANKERS—PRE-EXISTING DEBT.—B., as a security for future advances to enable him to carry on his business, conveyed to his bankers (who already held other securities, as far as they would go, for any existing debt) all his stock in trade and the moneys to arise therefrom. B. subsequently became bankrupt, and the security was then impeached as being a voluntary conveyance, made in contemplation of bankruptcy, for the purpose of defeating creditors: Held, that the conveyance was good: (*Martin v. Williams*, 20 L. T. Rep. N. S. 350. V. C. S.)

REPORTED OWNERSHIP—SECRET POSSESSION.—B. A. 1845 (12 & 13 Vict. c. 106), s. 125.—The holder of a bill of sale of the household furniture and other effects of a trader (the inventory relating only to the household furniture and not to the stock-in-trade), by agreement with the trader sent to take and preserve possession of the furniture and effects for the holder, a young woman, who thenceforth lived with the trader in all respects as one of his family, the apparent possession of the trader continuing as before.

The trader shortly afterwards became bankrupt, and his assignees having brought an action against the holder of the bill of sale to recover the value of the goods assigned by it, the jury were directed to find a verdict for the defendant if they believed that the young woman actually and not merely colourably, took possession of the goods on the part of the holder of the bill of sale, and would not allow them to be dealt with without his instructions: Held, that this was not a misdirection, and (the jury having found for the defendant) that the furniture and effects were not in the "possession, order, or disposition" of the trader at the time of his bankruptcy: (*Vicarino v. Hollingsworth*, 20 L. T. Rep. N. S. 362. Q. B.)

FRAUDULENT DELIVERY OF GOODS.—A delivery of goods and chattels to be an act of bankruptcy within the meaning of the 67th section of the B. L. C. A. 1849, must be a delivery intended to pass title to or interest in the goods delivered: (*Isitt v. Beeston*, 20 L. T. Rep. N. S. 371. Ex.)

THE BANKRUPTCY BILL.

The following is a petition which Mr. George Osborne Morgan, M.P., is to present to Parliament on behalf of the Metropolitan and Provincial Law Association:—

"Sheweth, that your petitioners fully recognise the justice and the desirability of administering bankruptcy on the basis of allowing creditors (who in most cases are alone interested in the realisation of the assets) to have that administration left in their own hands unfettered, so far as is compatible with justice to the bankrupt, and the necessity of avoiding abuse by those in whom the power is delegated, and your petitioners therefore desire to testify their approval of so much of the Bill now before your Honourable House, as proposes to reduce official routine and restraint, and hand over the administration of the bankrupt's estate to the creditors, and those named by them. But your petitioners are nevertheless of opinion that in carrying out these views the framers of the present Bill have fallen into serious errors, to which your petitioners will hereafter call attention.

"But before adverting to the proposed enactments touching the administration of bankruptcy, your petitioners would desire to express their views on that most vital and important part of the proposed Bill, which relates to the proposed constitution of the Court of Bankruptcy, and representing as your petitioners do a large body of practising solicitors, they believe that they are above all other classes able to bring a large amount of experience and practical knowledge to bear on this subject.

"Your petitioners believe that the proposed plan of placing the whole of the London district under the sole jurisdiction of one chief judge of the common law courts, who is also to be the appellate judge in bankruptcy from all the County Courts, is open to most serious objections.

"In administering so large and important an amount of business as is transacted in the London district, it is absolutely essential that there should be a constant, ready, and summary access to the judge to decide questions constantly arising on adjudications, on examinations on proofs of debt, and otherwise at meetings, and which questions are readily determined under the present constitution of the court by an immediate adjournment to the commissioner, without counsel and without expense or delay; but such ready access would be incompatible with the duties and dignity of a chief judge sitting as an appellate judge.

"Again, it would be inconsistent if, on the one hand, in the country districts, embracing as they do large centres of commerce, and in which bankruptcies of a most important character occur, the business of such bankruptcies were to be conducted by attorneys before County Court judges, while on the other hand, in London, a large amount of precisely similar business necessarily in a large proportion of cases of a most unimportant character could only be transacted through the medium of counsel and before an appellate judge, such employment of counsel involving in every instance the expense of preparation of briefs and fees to counsel in addition to the fees for the solicitor's attendance.

"Your petitioners believe that the constitution of the Court of Bankruptcy that would be best suited to the administration of that peculiar class of business, and to the interests of the commercial community would be best attained if each one of the three present very able commissioners (and on the death or resignation of one then two) were to sit separately and exercise all original jurisdiction in the London district, which would certainly furnish an amount of business sufficient to occupy the time of two commissioners, and that the three commissioners or any two of them should

form an appellate court to hear appeals as well from the decisions of any single London commissioners as from the decisions of the County Courts.

"And in order that all appeals may be speedy and economical, your petitioners attach great importance in the interests of the public (and certainly not of themselves) to the necessity of providing, whatever may be the constitution of the court, that solicitors may be entitled to appear and plead both in court and in chambers, and that it should not be necessary to employ counsel. This practice has existed in the Court of Bankruptcy from time immemorial. It was specially enacted in Lord Brougham's Act establishing the Court of Bankruptcy in 1831, by the Bankruptcy Law Consolidation Act 1849, by the Bankruptcy and Insolvency Bill in 1859, and by the Bankruptcy Act 1861. It should be understood that the questions arising in bankruptcy are ordinarily of a most practical character, involving questions of account, or otherwise of a character with which solicitors are familiar. They have generally been previously argued by the solicitors before the registrar or commissioner in chambers, and moreover they ultimately involve commonly a dividend of most uncertain amount, and the expenses attendant upon the discussion of them on one side at least are to be borne either by a creditor who has made a bad debt, or by a bankrupt who has no funds, and in either case it is most essential that the least possible expense should be incurred.

"Your petitioners desire to express their approval of the provisions introduced into the present Bill for enabling secured creditors to have their securities valued, and so prove for the deficiency, a measure which was introduced as regards deeds of arrangement, with good effect into the Bankruptcy Amendment Act 1868, and remedied an evil which was very much felt before. But your petitioners would call attention to the fact that by sect 15—sub sect. 5—of the present Bill, a 'secured creditor' is erroneously described as any creditor holding security of a third person, which would include creditors on bills of exchange, or creditors holding security from a third person or guarantees (none of them subjects of valuation), which could not be intended by the framers of the Bill.

"Your petitioners would also point out that the Bill proposes that the value of the security shall be determined by the trustee, in order to enable a creditor to vote in the choice of such trustee, which is an impossibility, and your petitioners would suggest, that until the choice of a trustee, the value shall be determined by the registrar, and after the choice of trustee by the trustee, subject to the revision of the court.

"Your petitioners would point out that a special resolution (that is to say, a resolution at a meeting of creditors called for a specific object) is made necessary for matters not of sufficient importance to justify such an expense; as, for example, by sect. 26, the trustee could not compromise a debt of 5*l.* either with a debtor or creditor of the estate without calling a special meeting.

"Your petitioners are also of opinion that in a very large number of bankruptcies it will be, as it constantly is, sufficiently difficult to get any trustee to act; but it will in a great number of cases, probably a majority, be quite impracticable to get any creditors to act as a committee of inspection. And your petitioners are of opinion that it would lead to much more beneficial results in facilitating the realisation of an estate on the one hand, and the prevention of abuse on the other, if such restrictions as it is thought necessary to impose upon trustees, should be imposed by making it necessary to obtain the leave of the court in all important matters, and giving the court authority where it shall think fit to take the opinion of the creditors by directing a meeting to be called.

"Your petitioners would also express their opinion, founded on actual practical experience that there is the greatest difficulty in a large number of cases in getting any respectable and eligible creditor to take upon himself the office of assignee, and if it be necessary that persons taking the office of trustee should give security, the effect would be very prejudicial, as in many cases it would exclude the most fit persons from accepting the office.

"Your petitioners would suggest, with regard to acts of bankruptcy, that it is most important, as regards traders in particular, that keeping out of the way, absconding, shutting up the place of business, and non-compliance with trader-debtor summons, should be retained as acts of bankruptcy, and that, as regards non-traders as well as traders, the seizure and sale of goods under an execution should be an act of bankruptcy; and your petitioners particularly suggest that it is most desirable to retain the act of bankruptcy, by filing a declaration of insolvency, as it is very important to have a ready means of obtaining a voluntary act of bankruptcy, both for the purpose, if necessary, of securing on emergencies an equal distribution of the bankrupt's property amongst

his creditors; also for securing his good faith when bankruptcy is delayed by his creditors for the purpose of investigation, or for giving a trader an opportunity of making other arrangements with his creditors.

"Your petitioners would point out that the expression 'trader,' in the present Bill, is much too limited in its definition. For example, it would not include a banker, an underwriter, and many other persons now subject to the bankrupt laws, and they would suggest that the definitions heretofore in use in the Bankruptcy Acts by means of special enumerations of certain specified callings should be repeated."

"Your petitioners would point out that the proceeding provided in sect. 5, sub-section 4, to make a debtor bankrupt for nonpayment of a debt within seven days would be impracticable for want of certainty as to the amount of the debt being owing or the sufficiency of the security offered by the debtor. Your petitioners would suggest that the law and practice at present in force in these respects is wanting in none of these important details is thoroughly understood and works well, and should be retained.

"Your petitioners are of opinion that sections 110 and 136 of the Bankruptcy Act 1861, which enable creditors by resolution to take an estate out of bankruptcy after adjudication, and to realise and administer it in such manner as may be determined upon by the creditors, but reserving under sect. 136 the power of going to the court upon any points of difference arising in the administration of the estate have been largely resorted to, and have proved to be most valuable and beneficial, and they would urge the importance of introducing provisions of a similar character into the present Bill.

"That your petitioners believe that the provisions made for liquidation by arrangement in the proposed Bill are in no respect so well adapted for that object as the provisions contained in the 192nd and following section of the Bankruptcy Act 1861, as amended by the Bankruptcy Amendment Act 1868. The effect of those Acts has now been construed at great expense to the public by a large number of decisions of the Courts of Common Law and Bankruptcy; they are thoroughly understood, and fraud is effectually prevented by the Act of last session. Your petitioners are therefore of opinion that much mischief would result from repealing these provisions, and in particular your petitioners believe that composition-deeds, when guarded from abuse as they now are by the Act passed last session, are really beneficial to creditors, as they in many cases enable them to get a better dividend than they would get under a bankruptcy, as the debtor's friends are frequently induced to assist him in the payment of a larger composition than the estate would produce under a bankruptcy if the result is to be that his business is not to be broken up. But apart from the reasons above stated for retaining the law as it at present stands in respect to deeds of arrangement, your petitioners would point out the provisions proposed by the present Bill would not be found practicable in their present form, for in it is proposed that the debtor shall assign all his estate to trustees without getting any immediate discharge or other certain advantage in return, but that he should trust for any discharge to the resolution of a meeting of his creditors 'at such time, and in such manner, and upon such terms and conditions as the creditors think fit,' and as in the mean time there is no stay of actions there could be no inducement to any debtor to resort to this mode of liquidation. Your petitioners would moreover observe that as the trustee is not to have the power of disclaiming onerous leases, contracts, or shares, no creditor could be advised to act as trustee.

"That your petitioners consider the clauses of the present Bill, with regard to after acquired property, very harsh upon the bankrupt, and really destructive of their object. They would suggest that any provisions for making after acquired property of bankrupts liable for the debts under the bankruptcy, should be made subject in the first instance to after incurred debts, and, in the next place, that they should only operate for the general benefit of all the creditors under the bankruptcy, and not for the benefit of individual creditors, as proposed by this Bill. They consider, in fact, that it is contrary to sound policy, and to the express enactments of the law of bankruptcy up to this time, and tending to increase extortion and unfair conduct, to enable any creditor to obtain an individual advantage after bankruptcy; and they would point out that the proposed Bill is open to this objection in respect to the right given to creditors to enforce the unpaid portions of their claims against the bankrupt five years after the bankruptcy, by sect. 49, and as regards the authority to the bankrupt to purchase the debt of and stand in the shoes of his own creditor, by the same section.

"Your petitioners consider that great inconvenience

would result from the proposed provision, that the accounts in all bankruptcies (whether in London or the country), should be audited by the comptroller in London only; and they believe that it would be impossible for one officer in London, however ably assisted, to get through such an amount of work, and that most serious delay and an inefficient performance of the duty would be the result, and they would recommend that, in cases in the County Courts, the registrar should act as comptroller, except where he, himself, holds the office of trustee.

"That your petitioners observe that, by sect. 10 it is proposed to abolish the title by relation back of the trustee (although from the language of sect. 91, this is not quite clear), your petitioners believe that the title by relation back is often productive of evil, and certainly, to a great extent, is founded upon a fiction of law; and your petitioners are of opinion that it would be better that it should be abolished. But in such case it will be important that very considerable additions should be made to the powers of assignees to set aside fraudulent conveyances, fraudulent preferences, and all other fraudulent transactions made within a limited time of the bankruptcy.

"Your petitioners therefore humbly pray that your honourable House will be pleased to amend the said Bill to Consolidate and Amend the Law of Bankruptcy, in the foregoing respects, and that the said Bill, when so amended, may pass your honourable House, and become law.

"And your petitioners will ever pray, &c.,
(Signed) "EDWARD LAWRENCE, Chairman.
"PHILIP RICKMAN, Secretary."

CORRESPONDENCE OF THE PROFESSION.

[NOTE.—This department of the LAW TIMES being open to free discussion on all professional topics, the Editor is not responsible for any opinions or statements contained in it.]

EVERY LAWYER'S OWN BOOK.—We would scarcely have noticed the letter of "A Managing Clerk," except to inquire what is the grievance of this gentleman, and the previous correspondents? The first, "J. T. S.," wrote to you to ask us (he might have adopted a less circuitous course) whether the two books were the same under different titles. This letter we did not see until a reply to it appeared from "M. E. S.," announcing the astounding discovery of the fact, which we believe was already known to nearly every bookseller, and most solicitors in the kingdom, that they were. We showed you by our prospectus, and reference to the book itself, that we had most emphatically pointed out that the work has been, and still continues to be, published under a popular title for popular circulation, so that anyone purchasing it under the impression that it was an entirely original work, must have wilfully closed his eyes to our assurances to the contrary. We further offered a remedy to those, if any, who have purchased the two issues under a misapprehension. With such precautions, and under such guarantee, we claim perfect right and liberty to publish this or any other work with different dresses and different title pages to suit different portions of the community.

LOCKWOOD AND CO.

SOLICITORS AS MAGISTRATES.—I hope the LAW TIMES will use all its influence to procure an alteration in the law on this matter, and the discussion re-opened a fortnight ago will be continued. It seems to me that the onus of proof against the propriety of making practising solicitors magistrates lies on those who oppose change. Why should not a practising solicitor be a magistrate? If a man possessing the qualification and a sound lawyer, in large practice, is it not ridiculous to suppose he would care for criminal practice in his county? Cannot a professional man's honour be trusted? And is not a solicitor of eminence entrusted with the weightiest matters of many families of position as fit a man to administer justice as a mere landowner who can know (and no blame to him) nothing of law? I cannot see why a barrister in practice may be a county magistrate and a solicitor in practice may not. The distinction is one which is illogical and insulting. A solicitor learned in his profession, of high character and of good local social status, is no more likely to be biased by the chance or prospect of criminal business than a barrister. If this suspicion be not the reason for the exception in the Act, what is? Perhaps some of your readers can inform me. I am sure the present exclusion of solicitors is not only unjust, but a very injudicious proceeding in many ways.

Ringwood, May 8.

LOCKE KING'S BILL.—WORDS OF LIMITATION IN CONVEYANCES.—Will not the effect of this Bill be that a grant to A., his executors and administrators, will in future pass the fee simple

as well as a grant to A. and his heirs? At the present time "heirs" may be defined (sufficiently for my purpose) to be the class of persons who, upon the death of an intestate owner in fee simple, are pointed out by law to take the next legal estate in the property. Unless, therefore, the word "heirs" is inserted in a conveyance, an ambiguity at once arises, either as to the extent of the interest granted (e.g., in a grant to A. and his issue, what is to become of the estate if A. has no issue?), or as to the persons who are to be entitled in remainder (e.g., in a grant to A., his executors and administrators, are the executors and administrators to take in trust for the heirs, or to their exclusion). This ambiguity is contrary to the rule by which it is required that the form of the donation should be strictly pursued (see Steph. Com. 242; Wma. Real Prop. 31, 131), and in no way can the ambiguity be avoided, except by using the technical expression pointed out by the law. That this is the true reason for the present rule that the fee cannot pass unless it is limited to a man's heirs, appears from Co. Litt., lib. 1, c. 1, s. 1, 9a, where it is said that "the reason wherefore the law is so precise to prescribe certain words to create an estate of inheritance, is for avoiding of uncertainty, the mother of contention and confusion." Note also that in a grant to a sole body corporate, where the use of the word "heirs" would create an ambiguity, it is discarded, and the word "successors" inserted in its stead. Beyond this, there is no magic in the expression, "A. and his heirs." Let us now see what will happen in future. The law will point out a new class to take the next legal estate, or rather will give another name to and create a new technical expression for, that class. Instead of "heirs" it will be "executors and administrators;" and a grant to A. and his heirs will for the future be in effect a grant to A., his executors and administrators, and will be so construed. That being so, it is impossible that a special limitation to the class pointed out by law to take the next estate should have the effect of destroying the implied limitation in their favour, and that the rule should be laid down that in a grant to A. and his heirs, A. should take the fee simple, with remainder to his executors and administrators; but that in a grant to A., his executors and administrators, A. should take only a life estate, and no interest should pass to his executors and administrators. Such a state of things appears to be rather absurd. Of course I do not anticipate any change at present, at least in the universal practice, neither have I any desire to try the experiment myself. A case may, however, occur in which the point may be raised, and, at all events, if my theory be correct, some notice will have to be taken of the point in the text books. I hope, therefore, that I am not unnecessarily occupying valuable space in drawing attention to the subject.

M. E. S.

PRELIMINARY EXAMINATION, &c.—I should be obliged if one of your correspondents could inform me whether the Preliminary Examination is or can be dispensed with (and if so how) in the case of a clerk of ten years' standing being articulated under the three years' term of service; and also if it be necessary that the clerk should have been a managing clerk for ten years, or merely a managing clerk at the time of being articulated. X.

NOTES AND QUERIES ON POINTS OF PRACTICE.

[N.B.—None are inserted unless the name and address of the writers are sent, not necessarily for publication, but as a guarantee for bona fides.]

Quirits.

3. EQUITY OF REDEMPTION—MORTGAGE.—A. being seized of lands in fee simple, by a deed, acknowledged under the Fines and Recoveries Act, joins with her husband in mortgaging the estate for securing a sum of money borrowed by the husband. There is a proviso for reconveyance, on payment of principal and interest, to such uses as A. shall, by deed or will whether covert or sole, appoint, and in default of appointment to A. in fee. The mortgage is still subsisting, and consequently the estate has not been reconveyed. A. is desirous of creating a mortgage upon her equity of redemption in the property. Can she do so by an unacknowledged deed? There is nothing on the face of the mortgage-deed showing an intention to give A. a separate estate in the equity of redemption beyond the above-mentioned proviso for reconveyance.

J. G.

Newport, Monmouth.

4. EXECUTORS.—Is there any and what course that an executor can take to obtain in a County Court a decree for the administration of the personal estate of his testator?

E. Y.

Answers.

(Q. 2.) COVENANT TO REPAIR IN LEASE.—Under the usual covenant to repair, a lessee is only liable for such dilapidations as result from the natural operation of time and weather. The age and general condition of the house must be taken into consideration in estimating

this liability. "It is now perfectly well settled that a general covenant to repair must be construed to have reference to the condition of the premises at the time when the covenant begins to operate." (*Walker v. Hutton*, 10 M. & W. 249.) In the present case, the proviso appears to have been inserted from excess of caution, and it merely qualifies the covenant to the same extent as the law would have done had it been omitted. To give any more extended operation to the proviso, would be in effect to nullify the covenant altogether; for every imperfection, unless caused by violence, may be said to arise from natural decay.

M. E. S.

(Q. 112.) **COURTS LEET.**—With reference to "D.'s" query as to the steward's power to fine, I have looked at a black letter authority, Kitchen's "*Le Court Leete et Court Baron*," (edit. 1697), and find there: "Quant le seneschal mist un fine sur un sutor in court leete on sutor person pur son misdemeanur ces est appelle fine and nemy amerciamet et nest traversable." And he refers to Year-book, 7 Hen. 6, fol. 13. The power of the steward is very ancient; for instance, his power to fine heavily for contempt of his court—humble as the court seems—is undoubted: (See *Lincoln (Earl) v. Fysher*, Cro. El. 581.)

W. R.

LAW LIBRARY.

Addison on the Law of Contracts. Sixth edition. By LEWIS W. CAVE, Barrister-at-Law. London: Stevens and Sons.

We have before us the first and the last editions of this standard book, and turning to the notice with which the *LAW TIMES* welcomed its appearance, it is pleasant to see how completely all that was then said of it has been confirmed, and the prophecy of a great success fulfilled. At once it was received as a valuable addition to the law library, although it had been preceded not very long by a popular treatise on the same subject by Mr. Chitty. But Mr. Addison's book had the merit of a very scientific arrangement, and that which is still more important to a text book, and by which, indeed, it is to be distinguished from a mere digest, the accurate extraction and clear expression of the principles to be deduced from the collected cases.

With new editions the volume has grown in bulk. It contains now more than twice the number of pages than the book that stands by its side. But this is the lot of all successful law books; inevitable, but not desirable. It results from the manner in which new editions are constructed. The author, or editor, as it may be, notes up the subsequent statutes and decided cases upon their proper pages, and these are incorporated in the text with such corrections in the previous matter as the new law may require to be made. A chapter is rarely rewritten, so as to condense the whole into an essay on the law as it is. The trouble of noting up is infinitely less than the labour of rewriting, and the practice is consequently almost universal. It is the most profitable plan alike for author and publisher. But it is attended with the disadvantage, that it leaves the field open for a rival who, compelled to write the whole, condenses the whole, and gives the same knowledge in half the bulk. It was thus that Addison ousted Chitty, and perhaps some new man, treating the subject afresh, may, in his turn, oust Addison. At present this is by far the best book upon the Law of Contract possessed by the Profession.

And it is a thoroughly practical book. The subject is one upon which every solicitor is daily consulted. There is no book in his library so often resorted to as this. Nor is it to the practitioner only that it recommends itself. It should form a part of the course of reading by every law student. He should peruse it pen in hand, and extract the principles set forth in the text, for the purpose of committing them to memory. A small volume of "questions" on Addison on Contracts, similar to that we lately noticed upon Stephen's Blackstone would be extremely useful.

We have reviewed this work so often, as the successive editions appeared, and it so well known to all our readers, that there is no need to describe its plan or execution more particularly. The statement that a new edition has appeared, carefully edited by Mr. Cave, suffices of itself to secure for it a place in every law library.

PROMOTIONS & APPOINTMENTS

The Queen has been pleased to appoint Charles Augustus Cobbe, Esq., to be one of the inspectors under the Act to render more effectual the Police in Counties and Boroughs in England and Wales, in the room of Col. William Cartwright, resigned.

LAW SOCIETIES.

THE UNITED LAW CLERKS' SOCIETY.

The thirty-seventh annual festival of this society was held on Monday evening at the Freemasons' Tavern, the chair being occupied by the Lord Chief Justice of the Common Pleas.

The president was supported by Baron Pigott, Mr. Gregory, M.P., Mr. Forsyth, Q.C., Mr. C. Milward, Q.C., Mr. D. D. Keane, Q.C., Mr. Horace Lloyd, Q.C., Mr. J. Williams, Q.C., Mr. G. Pridaux, Q.C., and Messrs. Morgan Howard, Webster, Shires Will, Edwards, J. Shortt, Butler Rigby, Mellor, Rodwell; Dr. Sharp, Dr. Stallard.

The solicitors present were:—Messrs. Bolton, Bircham, Dalrymple, S. Bircham, Freshfield, Maynard, W. R. Maynard, Addison, White, Flavell, Tamplin, C. R. Williams, Wilson, Mozley, Powell, Webb, Tucker, Bromley, Teesdale, Lewin, Wyke Smith, Clulow.

The report stated:—

"The committee have much pleasure in stating, that after satisfying all claims, they have been able to make a considerable addition to the reserve fund. The income last year from all sources amounted to 4029l. 5s. 6d., and the expenditure to 1434l. 1s. 8d. The difference has been added to the invested capital or reserved fund, which has thus been increased from 40,554l. 4s. on the 6th April 1868, to 43,149l. 7s. 10d. on the 5th April 1869. The capital is all invested in Government or on real securities.

"The society has a Casual or Benevolent Fund formed for the purpose of meeting cases not provided for by the General or Principal Fund. Every member subscribes to this Benevolent Fund; and out of it the widows and orphan children of the members, and all law clerks, whether members or not, and their widows suffering from temporary and unavoidable misfortune, are from time to time assisted with small gifts of money not exceeding 5l. The case of every applicant not a member or the widow of a member must be recommended. It is then inquired into, and the society has special facilities for doing this, and if the applicant be found a distressed and deserving person, he or she is at once assisted. The committee have received 59 of these applications during the past year; and on investigation 43 were found worthy of assistance and relieved accordingly. The remaining applications did not come within the rules. Some members needing temporary pecuniary help in pressing emergency, and who would not accept it by way of gift, have received it by way of loan. These small loans are repayable by instalments without interest or any kind of charge. A sum of 373l. has been expended in these gifts and loans; the total relief afforded out of this fund to members and non-members, their widows and families, has now reached the sum of 12,027l. 15s.

"The amount in hand of the Casual Fund is very small. The balance on the 5th April 1848, amounted to 215l. 7s. 10d. The receipts of the year have been 485l. 16s. 11d., and the expenditure (including an investment of 200l.) 667l. 10s. 8d., leaving in hand on the 5th April 1869, 331l. 14s. 1d.

"Besides the benefits already given to the widows of members, it is proposed to form a fund in order to grant to those widows who may be in necessitous circumstances (and there are many) small pensions, and as a commencement of that fund, the committee have out of the casual fund set apart a sum of 911l. 10s. 7d. in the purchase of 1036l. 17s. 5d. reduced annuities. This sum represents the savings out of this fund of thirty-seven years.

"The committee have much pleasure in announcing the receipt of two legacies of 50l. each, one from the late Mr. Felix Slade, of Doctors' Commons, and the other from the estate of Mr. Marner, coach builder, of Oxford-street. Also they have pleasure in reporting that the contributions of the members during the year amounted to nearly 2000l.

"The present annual expenditure of the society in the assistance of its members and non-members is about 1600l.

"Since 1832, a sum of 37,284l. 14s. 11d. has been so dispensed in actual relief. Without the aid of the Profession this could not have been accomplished, nor could that fund have been accumulated, without which the society could not expect to have the confidence of those for whose benefit it was established.

"The committee in returning their sincere thanks to the Profession for the kind aid hitherto afforded, respectfully appeal for a continuance of that support which is essentially necessary to the permanent usefulness and prosperity of the society."

The chairman, in proposing the toast of the evening, "Prosperity to the United Law Clerks' Society," congratulated the members on the great success that had hitherto attended its course, and expressed the pleasure he felt at the large assembly of the friends and supporters of the institution that evening, which gave an ample guarantee of its continued well-doing. He could,

from recent experience, sympathise with those who were laid on a bed of sickness—especially could he feel for those who were without the blessings and comforts which men in his position enjoyed. He knew not a scene more terrible to contemplate than that of a man who, after having devoted his whole energies to support his wife and children, was suddenly arrested in his industrious course by illness that at once deprived him of all means of rescuing himself and family from ruin. It was scenes like these which had stimulated some intelligent and good men, members of the Profession, to institute the present society, to which he heartily wished success, and concluded by making an earnest appeal to the legal profession, from the attorney's clerk to the judge on the bench, to join the society and give it their utmost support.

Several other toasts were given, but the pressure upon our space makes it impossible to report them.

LONDON AND PROVINCIAL LAW ASSURANCE COMPANY.

The annual general meeting of this Society was held on the 17th April. James R. Hope-Scott, Esq., Q.C., in the chair.

The report from the directors was read, by which it appeared that the new policies issued were 220 in number, assuring 306,625l. and producing in new premiums the sum 10,067l. 19s. 9d. The total premiums received in the year were 77,237l. 9s. 6d., and the income from all sources amounted to 97,937l. 12s. 1d.

The charges of management, 3478l. 12s. 7d. have, notwithstanding the increased business, scarcely exceeded those of the year 1867.

The claims by death which have been paid during the year amounted, including bonuses, to 24,174l. 11s. 11d., assured under 24 policies:—Of this sum, 12,184l. 8s. 8d. fell on the non-profit class, and 11,990l. 3s. 3d. on participating policies. These amounts are below what might have been anticipated, according to the society's tables, and are one-third less than the sum paid for claims in the year 1867.

The existing assurances exceed two millions and a half.

The assets of the society amounted to 495,183l. 14s. 9d., and the average rate of interest at which they were invested, on the 31st December, was 4½ per cent. This calculation excludes the sum which represents the value of the society's house, but estimates the amount invested in the purchase of reversions as producing 5 per cent. The increase in the assets during the year exceeded 50,000l., being more than half the total income.

Adding to the above sum the amount of premiums which were actually due at the closing of the account, and which were paid before the expiration of the usual days of grace, viz., 5426l. 3s. 8d., the assets exceeded half a million sterling. The exact figure being 500,600l. 18s. 5d.

The chairman, after referring to the facts mentioned in the report, said: Generally, the position of the society is briefly this. We have two and a half millions of sums assured; half a million of assets; an annual income of 100,000l. and I think if you take into account all that this company has gone through, its long period of forbearance as to dividends to shareholders, the long abstinence of directors to take anything like the amount which their services fairly entitled them to, you will see that these sacrifices have met with their reward, and that the early prudence and moderation which distinguished the management of this concern, are now bearing their fruit. The past management of the society entitles it to your fullest confidence, and to the confidence of all who shall learn from the reports which go forth from this company, the state of things which here exists. I hope this will encourage you to renewed exertions. Your efforts cannot but be very valuable, and I ask that both directors and shareholders will be good enough to renew their activity on behalf of the society. One word more, and that is to refer to a matter of public legislation. Mr. Cave, a member of the late Government, then holding the office of Vice-President of the Board of Trade, has introduced a Bill into Parliament to provide for the security of policy-holders, and he proposes to do that by compelling the publicity of assurance companies' accounts. The Bill, I am informed, has been read a second time in the House of Commons, and no doubt it will be prosecuted with all convenient dispatch. It requires the registration of accounts in a particular form; but I cannot believe it possible that any more stringent form of accounts can be required than that we have always adopted. We give in our accounts almost every possible detail, and are always ready at the meetings of shareholders to give every explanation that is needed. We have, therefore, nothing to fear from the publication of these accounts; but I mention the subject to the shareholders principally for this reason, that next year they may possibly find a difference in the form of the accounts. What will

be required will, I believe, be less than is given now by this society; but if the shareholders should find less information in the accounts than they have been in the habit of having, they will at all times have access to this information, either at the office or when they come to these meetings. Therefore, while we are complying with the law, and thus giving the security which it is supposed the new form of accounts will afford, we shall continue to give such further details as the shareholders may require. With these few remarks I beg to move "that the report now read, together with the balance sheet therein referred to, be received and approved."

Mr. Law (deputy-chairman) said he had great pleasure in seconding the motion, and he thought he should be acting injudiciously if he attempted to add anything to what had been so well said by their esteemed chairman.

The report was put and carried unanimously. The retiring directors—Messrs. Abbott, Gwinnett, Jay, Lawrance, Loftus, Tilleard, Vizard, and Warter—were then re-elected; as were also the auditors, Mr. Taylor for the assured, and Mr. Westhorp for the proprietors.

After the usual complimentary votes the meeting separated.

LAW STUDENTS' DEBATING SOCIETY.

At the meeting of this society, held on Tuesday evening last at the Law Institution, Chancery-lane, the secretary announced the call to the Bar of Mr. William Hodson Lloyd, a member of this society, and who formerly filled the office of secretary.

The question for discussion was, "Is it desirable that the public museums and galleries of art should be open on Sundays?" which was opened by Mr. Austin, and decided by the society in the negative by a majority of eight votes.

THE COURTS & COURT PAPERS.

CHANCERY NOTICE.

During the Whitsun Vacation all applications necessary to be made at the Equity Judges' Chambers are to be made at the Chambers of the Master of the Rolls.

The Chambers of the Master of the Rolls will be open on the 11th, 12th, 13th, 14th, 18th, 19th, and 20th days of May 1869, from eleven to one.

Master of the Rolls' Chambers,
1st May 1869.

ECCLESIASTICAL LAW.

ECCLESIASTICAL FEES.—In pursuance of authority given to them by an Act passed in 1867, the two English Archbishops and the Lord Chancellor have settled the following table of fees, subject to the approval of the Privy Council:—The vicar-general, chancellor, archdeacon, or official is to have three guineas on the "consecration of a church and burial ground" (and, we presume, on the consecration of a church alone, but it is not so stated); two guineas on the consecration of a burial ground; the registrar seven guineas in the former case, and six guineas in the latter; the bishop's secretary a guinea and the apparitor a guinea on either occasion. On a visitation, episcopal, or archidiaconal, the chancellor is to have 2s., the registrar 12s. 6d., apparitor 3s. 6d. The table does not declare who are to pay these fees, or how many sums of 12s. 6d. the registrar is to receive from a clergyman cited, and the several outgoing and incoming churchwardens of the parish. On a faculty for alterations in churches or churchyards the chancellor is to have a guinea, the registrar 3l. 13s. 6d., and the apparitor 10s. 6d., besides 1s. a mile on personally serving a citation in the country. On ordination the registrar is to have 5s., and the bishop's secretary two guineas. On this occasion the new clergyman pays his first ecclesiastical fees, and as he may wish to know for what he is charged, we subjoin the following authoritative description:—"The secretary's fee is for correspondence with the candidates, the drawing of papers and instructions prior to examination, attendance at the ordination, preparing the letters of orders, and entering the names and titles of the candidates in the Bishops' Act Book. The registrar's fee is for registering the names and titles of the candidates in the register books of the diocese."

BREAKFAST—EPPE'S COCOA—GRATEFUL AND COMFORTING.—The very agreeable character of this preparation has rendered it a general favourite. The Civil Service Gazette remarks:—"The singular success which Mr. Eppe attained by his homoeopathic preparation of cocoa has never been surpassed by any experimentalist. By a thorough knowledge of the natural laws which govern the operations of digestion and nutrition, and by a careful application of the fine properties of well-selected cocoa, Mr. Eppe has provided our breakfast tables with a delicately flavoured beverage which may save us many heavy doctors' bills." Made simply with boiling water or milk. Sold by The Trade only in 1lb. tins, and 1lb. tin-lined packets, labelled "JAMES EPPE and Co., Homoeopathic Chemists, London."

THE GAZETTES.

Professional Partnerships Dissolved.

Gazette, April 23.

FUTVOYE, EDWARD, and FLOWER, JOHN, attorneys and solicitors, John-st., Bedford-row. Jan. 1. Debita by Futvoys SLATER and BARLOW, JOHN RAWLINSON, attorneys and solicitors, Manchester. Debita by Slater. April 21
Gazette, April 27.

CLARKE, RICHARD EDWARD, and CHESTER, THOMAS, solicitors, attorneys, or advocates, Great Grimsby and Hull. April 13. By Decree of Order of County Court, Great Grimsby

Bankrupts.

Gazette, April 30.

To surrender at the Bankrupts' Court, Basinghall-street.

ABELL, ROBERT, innkeeper, Whitechurch. Pet. April 25. Reg. Murray. O. A. Parkyns. Sol. Dobie, Gresham-st. Sur. May 24
BURCHMORE, WILLIAM, haydealer, Barnet. Pet. April 24. Reg. Pepps. O. A. Graham. Sol. Kimberley, Scott's-yd, Bush-la. Sur. May 21
CATT, EDWIN, butcher, Hastings. Pet. April 23. O. A. Stansfeld. Sol. Linklaters and Co., Walbrook. Sur. May 12
COLLISON, WILLIAM, straw bonnet blocker, Dunstable. Pet. April 24. Reg. Murray. O. A. Parkyns. Sol. Edwards, Bush-la. Sur. May 24
COTTELL, ALFRED WILLIAM, tailor, Greenwich. Pet. April 27. Reg. Pepps. O. A. Graham. Sol. Drake, Basinghall-st. Sur. May 21
DABBS, ALFRED, and CLARK, ALFRED JOHN, importers of foreign goods, Castle-st. east, Oxford-st. Pet. April 25. O. A. Stansfeld. Sol. Godfrey, South-sea, Gray's-inn. Sur. May 19
DANIELS, NATHANIEL, late merchant, Brunswick-gdns, Kensington. Pet. April 26. Reg. Murray. O. A. Parkyns. Sol. Morton, Newgate-st. Sur. May 24
DELEY, ZACHARIAH, wheelwright, Arncliffe, near Bicester. Pet. April 25. Reg. Murray. O. A. Parkyns. Sol. Haynes, Banbury. Sur. May 24
GILES, MARIA, widow, baker, Cable-st., St. George's-east. Pet. April 27. Reg. Murray. O. A. Parkyns. Sol. Wood, Basinghall-st. Sur. May 24
HOLMES, FRANCIS, baker, Robert-st., St. Luke's, Chelsea. Pet. April 27. Reg. Murray. O. A. Parkyns. Sol. Rice, Symond's-inn, Chancery-la. Sur. May 24
HOUSTON, SHORE, auctioneer, Wimbledon, and Telegraph-st. chambers, Moorgate-st. Pet. April 25. Reg. Roche. O. A. Parkyns. Sol. Solley, Trinity-st., Southwark. Sur. May 25
LACEY, HENRY RICHARD, lessee of the Royal Alfred Theatre, Spa-rd, Bermondsey. Pet. April 26. Reg. Pepps. O. A. Graham. Sol. Norman, Sackville-st., Regent-st. Sur. May 21
LLOYD, DAVID, ironmonger, Portland-rd., Notting-hill. Pet. April 26. Reg. Pepps. O. A. Graham. Sol. Buchanan, Basinghall-st. Sur. May 21
NORTHCOOT, EDWARD CHARLES, farmer, Marden. Pet. April 25. Reg. Roche. O. A. Parkyns. Sol. Messrs. Thomson, Cornhill. Sur. May 25
ONERING, THEODORE, ironfounder, Burdett-house, Burdett-rd., Mile-end-rd. Pet. April 27. O. A. Stansfeld. Sol. Layton, jun., Navarino-cottage, Bow-rd. Sur. May 19
PERRY, WALTER THOMAS, greengrocer, Charles-st., Hatton-gdn. Pet. April 25. O. A. Stansfeld. Sol. Olive, Portsmouth-st., Lincoln's-inn-flds. Sur. May 15
SIMONS, VICTOR, bonnet milliner, Southampton-st., Pentonville. Pet. April 23. Reg. Pepps. O. A. Graham. Sol. Padmore, Westminster-bridge-rd., Sur. May 21
SINCLAIR, JOSEPH, victualler, Park-pl., Liverpool-rd., Islington. Pet. April 27. Reg. Pepps. O. A. Graham. Sol. Billing, Chapel-pl., Poultry. Sur. May 21
SNELL, FREDERICK, carpenter, Gordon-rd., Peckham. Pet. April 27. Reg. Roche. O. A. Parkyns. Sol. Kimberley, Scott's-yd, Bush-la. Sur. May 25
THOMPSON, JOSEPH VALENTINE BECKETT, engineer R. N., Woolwich. Pet. April 24. O. A. Stansfeld. Sol. Godfrey, Hatton-gdn. Sur. May 12
THORNTON, HENRY, baker, Mile End-rd. Pet. April 27. Reg. Murray. O. A. Parkyns. Sol. Lund, Castle-st., Holborn. Sur. May 24
WILLIAMS, ALBERT JOHN, baker, Dover. Pet. April 25. Reg. Pepps. O. A. Graham. Sol. Minter, Dover. Sur. May 21

To surrender in the Country.

BACKHOUSE, ELIZABETH, painter, Leeds. Pet. April 17. Reg. & O. A. Marshall. Sol. Whiteley, Leeds. Sur. May 24
BAINBRIDGE, GEORGE NATHAN, auctioneer, Liverpool. Pet. April 15. O. A. Turner. Sur. May 13
BRECKFOT, ELIJAH, formerly eating-house keeper, Derby. Pet. April 27. Reg. & O. A. Weller. Sol. Briggs, Derby. Sur. May 12
BEST, THOMAS HARRISON, commission agent, Newcastle. Pet. April 23. Reg. Gibson. O. A. Laidman. Sols. Harle and Co., Newcastle. Sur. May 12
BOWRING, ABEL, greengrocer, near Burton-upon-Trent. Pet. April 25. Reg. Hill. O. A. Kinnear. Sols. Messrs. Hodgson, Birmingham. Sur. May 12
BURNLEY, SAMUEL, jun., and HAMMOND, WALTER, wool merchants, Bailey Carr. Pet. April 23. O. A. Young. Sol. Simpson, Leeds. Sur. May 13
BURTON, JAMES, innkeeper, late Burton-upon-Trent. Pet. April 25. Reg. & O. A. Hubbersty. Sol. Wilson, Burton-upon-Trent. Sur. May 17
CHAPMAN, THOMAS, grocer, Dawley. Pet. April 25. Sol. Walker, Wellington. Sur. May 12
CLOTHIER, CHARLES, lodging-house keeper, Bath. Pet. April 24. Reg. & O. A. Smith. Sol. Bartrum, Bath. Sur. May 11
COATES, JESSE, confectioner, Burton-upon-Trent. Pet. April 25. Reg. & O. A. Hubbersty. Sol. Wilson, Burton-upon-Trent. Sur. May 17
COLE, GEORGE, grocer, Olveston, near Bristol. Pet. April 27. Reg. Wilde. O. A. Acraman. Sols. Messrs. Brittan, Bristol. Sur. May 25
COLLYER, WILLIAM, labourer, Sheffield. Pet. April 24. Reg. & O. A. Wake and Rodgers. Sol. Micklethwaite, Sheffield. Sur. May 12
COOPER, JAMES, gentleman's coachman, Handsworth. Pet. April 27. Reg. & O. A. Guest. Sol. Sargent, Birmingham. Sur. May 14
COUNSELL, ROBERT, contractor, Pontypool. Pet. April 25. Reg. Wilde. O. A. Acraman. Sol. Beckingham, Bristol. Sur. May 13
CROSS, BENJAMIN, publican, Stone. Pet. April 19. Reg. & O. A. Middleton. Sur. May 10
CROSS, JOHN ROWLAND, printer, Taunton. Pet. April 20. O. A. Carrick. Sols. Messrs. Rogers, Exeter. Sur. May 11
DALES, JAMES, master slater, Bishop Auckland. Pet. April 25. Reg. & O. A. Trotter. Sol. Thornton, Bishop Auckland. Sur. May 11
DELFER, ISER, EUGENE, tutor, Chard. Pet. April 27. O. A. Carrick. Sols. Tucker and Forward, Chard; and Hirtzel, Exeter. Sur. May 11
DENNIS, JOHN, brewer, keeper, Grantham. Pet. April 27. Reg. & O. A. Thompson. Sol. Mallin, Grantham. Sur. May 11
DICKSON, ANDREW, boot dealer, Wakefield. Pet. April 25. O. A. Young. Sols. Walwright, Mander, and Witham, Wakefield; and Bond and Barwick, Leeds. Sur. May 13
DOWD, WILLIAM, cloth manufacturer, Ouseby. Pet. April 23. Reg. Gibson. O. A. Laidman. Sols. Scollie and Britton, Newcastle. Sur. May 13
DYKE, EDWIN, journeyman tailor, Stour. Pet. April 27. Reg. & O. A. Anderson. Sol. Clutterbuck, Stour. Sur. May 11
ELIAS, JAMES, cloth manufacturer, Ouseby. Pet. April 23. Reg. Gibson. O. A. Laidman. Sols. Scollie and Britton, Newcastle. Sur. May 13
ELWORTH, THOMAS, commercial traveller, Carlisle. Pet. April 25. Reg. & O. A. Halton. Sol. Wannop, Carlisle. Sur. May 15
FARRAR, ROBERT POLLOCK, general merchant, Leeds. Pet. April 27. O. A. Young. Sol. Pullan, Leeds. Sur. May 13
FELIX, EVAN, butcher, Swansea. Pet. April 25. Reg. & O. A. Smith. Sol. Mitchell, Cardigan. Sur. May 14
GILL, JOSEPH, tailor, Bradford. Pet. April 27. Reg. & O. A. Robinson. Sol. Harle, Leeds. Sur. May 15
GORDON, CHARLES, bootmaker, Liverpool. Pet. April 27. Reg. & O. A. Hime. Sol. Blackhurst, Liverpool. Sur. May 11
GREGG, JOHN, dealer in glass, Bishop Auckland. Pet. April 25. Reg. & O. A. Trotter. Sol. Thornton, Bishop Auckland. Sur. May 11
HARDING, GEORGE DANIEL, surgeon, Burton Joyce and Ripley. Pet. April 27. Reg. Tudor. O. A. Harris. Sol. Bell, Nottingham. Sur. May 11
HEWITT, JAMES, grocer, Silvester. Pet. April 15. Reg. Hill. O. A. Kinnear. Sol. Mitchell, Newcastle-under-Lyme, and James and Griffin, Birmingham. Sur. May 12

HINDS, THOMAS FISHER, out of employ, Sittingbourne. Pet. April 13. Reg. & O. A. Callaway. Sol. Goodwin, Maidstone. Sur. May 15
HOBBS, THOMAS MIDDLEBROOK, clerk in his orders, Wadsworth. Pet. April 25. Reg. Gibson. O. A. Laidman. Sol. Eglington, Sunderland. Sur. May 13
HOWELL, HENRY, tailor, Shrewsbury. Pet. April 25. Reg. Tudor. O. A. Kinnear. Sols. James and Griffin, Birmingham. Sur. May 15
HUGHES, GEORGE, sen., machine maker, Bawtry. Pet. April 24. Reg. & O. A. Shirlley. Sol. Woodhead, Doncaster. Sur. May 14
JAKINS, WILLIAM, butcher, Luton. Pet. April 25. Reg. & O. A. Austin. Sol. Bailly, Luton. Sur. May 11
JOHN, ELIAS, grocer, Swansea. Pet. April 24. Reg. & O. A. Morris. Sol. Smith, Swansea. Sur. May 12
JOHNSON, JOHN, grocer, Leeds. Pet. April 25. O. A. Young. Sol. Pullan, Leeds. Sur. May 13
JONES, EDWARD, saddler, Mold. Pet. April 25. O. A. Turner. Sol. Bellinger, Liverpool. Sur. May 11
JONES, JOHN WHITLEY, chemist, Llangollen. Pet. April 25. Reg. & O. A. Reid. Sol. Sherratt, Wrexham. Sur. May 11
JONES, JOHN PHILIP, draper, Newport. Pet. April 23. Reg. Wilde. O. A. Acraman. Sur. May 10
LACROIX, WILLIAM, victualler, Droitwich. Pet. April 23. Reg. & O. A. Tombs. Sol. Corbridge, Droitwich. Sur. May 13
LYFORD, JOHN, publican, Abingdon. Pet. April 27. Reg. & O. A. Sedgfield. Sol. Thompson, Oxford. Sur. May 20
MCOSVILL, EDWARD, cork cutter, Liverpool. Pet. April 27. Reg. & O. A. Sol. Roche. Sol. Thumley, Liverpool. Sur. May 12
MEER, HENRY, grocer, Blouby, Birmingham. Pet. April 25. Reg. Farrell. O. A. McNeill. Sol. Gardner, Manchester. Sur. May 11
MEYER, WILLIAM, saddler, Harlestone. Pet. April 16. Reg. & O. A. Shaw. Sol. Argyle, Tamworth. Sur. May 3
MILLER, ABRAHAM, shoemaker, Sturton. Pet. April 25. Reg. & O. A. Crosby. Sol. Draper, Birmingham. Sur. May 12
MINTO, JAMES, grocer, Uxworth. Pet. April 23. Reg. & O. A. Ingledew. Sol. Joel, Newcastle. Sur. May 13
O'NEILL, PATRICK, victualler, Aberavon. Pet. April 27. Reg. & O. A. Sol. Tennant, Aberavon. Sur. May 12
OTTRELL, HENRY, painter, Derby. Pet. April 21. Reg. & O. A. Weller. Sol. Briggs, Derby. Sur. May 13
OWEN, ELIZABETH, innkeeper, Wiganstown. Pet. April 19. Reg. & O. A. Williams. Sol. Walker, Wellington. Sur. May 19
PACNEL, WILLIAM, butcher, Liverpool. Pet. April 23. Reg. Wilde. O. A. Acraman. Sur. May 10
PEACE, CHARLES, carpenter, Tinsell. Pet. April 23. Reg. & O. A. Shield and Hough. Sol. Laxton, Stamford. Sur. May 14
PEARCE, JOHN HILL, butcher, Worcester. Pet. April 25. Reg. Hill. O. A. Kinnear. Sol. Allen, Birmingham. Sur. May 15
PEAY, JOHN, buckle long maker, Wallall. Pet. April 23. O. A. Clarke. Sol. Crump, Wallall. Sur. May 13
PES, JOHN PHILLIP, grocer, Hirwain. Pet. April 25. Reg. & O. A. Sol. Ross, Aberdare. Sur. May 11
REEVES, CHARLES, sword cutler, Birmingham. Pet. April 24. Reg. Tudor. O. A. Kinnear. Sols. Barlow and Smith, Birmingham. Sur. May 14
RICKETTS, SAMUEL, general merchant, Liverpool. Pet. April 27. Reg. & O. A. Sol. Roche. Sol. Thumley, Liverpool. Sur. May 12
ROE, HENRY, draper, Sheffield. Pet. April 25. O. A. Turner. Sols. Steble and Jameson, Liverpool, agents for Chambers and Son, Sheffield. Sur. May 10
ROSEFIELD, JOSEPH, and STAFFORD, JOHN, cloth manufacturers, Charnock, Young, Messrs. Stringer, Ouseby, and Bond and Barwick, Leeds. Sur. May 13
SHARP, JOHN, wool dealer, Bradford. Pet. April 27. Reg. & O. A. Robinson. Sol. Hill, Bradford. Sur. May 11
SHORT, JOHN, weighing machine maker, Liverpool. Pet. April 25. Reg. & O. A. Sol. Thumley, Liverpool. Sur. May 11
SIMPSON, THOMAS, hairdresser, Darlington. Pet. April 22. Reg. & O. A. Bowes. Sol. Watell, Darlington. Sur. May 10
SMITH, CHARLES, retail cheese factor, Newcastle. Pet. April 24. Reg. Gibson. O. A. Laidman. Sols. Hoyle, Shipley, and Hoyle, Newcastle. Sur. May 13
SMITH, JOHN, cap manufacturer, Halifax. Pet. April 17. O. A. Young. Sur. May 10
SMITH, JOHN PHILLIPS, agricultural engineer, Wolverhampton. Pet. April 14. Reg. Tudor. O. A. Kinnear. Sols. Messrs. Underhill, Wolverhampton, and Green, Birmingham. Sur. May 14
STARBUCK, JOHN, butcher, Barlestone. Pet. April 23. Reg. & O. A. Loeley. Sol. Tippetts, Atherstone. Sur. May 12
STEVENS, GEORGE, coachbuilder, Norton. Pet. April 23. Reg. & O. A. Jackson. Sols. Walker and Langbourne, New Malden. Sur. May 15
TAYLOR, WILLIAM, boatman, late Wolverhampton. Pet. April 25. Reg. & O. A. Brown. Sol. Stratton, Wolverhampton. Sur. May 15
THOMAS, JAMES ROBERT, draper, Newport. Pet. April 20. Reg. Wilde. O. A. Acraman. Sur. May 10
THOMPSON, MARK, jun., attorney, Sunderland. Pet. April 25. Reg. & O. A. Ellis. Sol. Eglington, Sunderland. Sur. May 13
THOMSON, THOMAS, director and manager of the Swansea Zinc Company, Swansea. Pet. April 27. Reg. Wilde. O. A. Acraman. Sols. Lawrence, Plewa, and Boyer, Old Jewry-chmbs, and Press and Inskip, Bristol. Sur. May 13
WEARING, CHARLES, painter, Waterloo, near Liverpool. Pet. April 27. Reg. & O. A. Patchitt. Sol. Smith, Nottingham. Sur. May 19
WILSON, JOHN, innkeeper, formerly Bromyard. Pet. April 25. Reg. & O. A. Crisp. Sol. Clutterbuck, Worcester. Sur. May 13
WOLF, JOSEPH, miller, Skipton. Pet. April 25. Reg. & O. A. Varty. Sol. Graham, Penrith. Sur. May 12

Gazette, April 9.

To surrender at the Bankrupts' Court, Basinghall-street.

ARTHUR, WALTER, surgeon, Kennington-rd. Pet. May 1. O. A. Stansfeld. Sol. Norton, Clifford's-lan. Sur. May 24
BARNES, JOHN, bootmaker, 10, St. James's-st., Strand. Pet. April 30. O. A. Stansfeld. Sol. Strutt, Adelphi-ter, Strand. Sur. May 30
BUCKNALL, JAMES, goldbeater, Lower Charles-st., Clerkenwell. Pet. April 25. O. A. Stansfeld. Sols. Wedlake and Lettis, King's Bench-walk, Temple. Sur. May 19
BUTLER, HENRY, sen., jeweller, Richmond. Pet. May 1. Reg. Roche. O. A. Parkyns. Sols. Miller and Stubbs, East-cheap. Sur. May 25
BRAHAM, HENRY JAMES, rag merchant, Cannon-st. Pet. April 27. Reg. Pepps. O. A. Graham. Sol. Kynaston and Co., Kingsway. Sur. May 13
BROADBRIDGE, CHARLES, surveyor, Stanhope-st., Hampstead-rd. Pet. April 25. Reg. Pepps. O. A. Graham. Sol. Gossament, New Broad-st. Sur. May 31
BURNLEY, JAMES, commission agent, Mayes-villas, Wood-green. Pet. April 25. Reg. Pepps. O. A. Graham. Sol. Kimberley, Scott's-yd, Bush-la. Sur. May 27
COLTMAN, WILLIAM, china dealer, Southgate-rd., Kingsland. Pet. April 25. Reg. Pepps. O. A. Graham. Sols. Ingle and Co., City, Bar-chmbs, Threadneedle-st. Sur. May 27
CRAMER, EDWARD, general warehouseman, Chesapeake. Pet. April 14. Reg. Murray. O. A. Parkyns. Sol. Marsden, Friday-st. Sur. May 34
D'ALTYRAC, JUNIA MARIA, no occupation, Park-st., Grovenor-lane. Pet. April 20. O. A. Stansfeld. Sol. Geoghegan, Lincoln's-inn-flds. Sur. May 19
DAVIES, EDWIN, general shopkeeper, Waterloo-pl., Peckham. Pet. April 25. Reg. Pepps. O. A. Graham. Sol. Nash, Arlington-st., Islington. Sur. May 27
DUNN, WILLIAM, merchant, Camberwell New-rd. Pet. April 23. Reg. Roche. O. A. Parkyns. Sols. Roy and Cartwright, Lothbury. Sur. May 25
ELLIOTT, EDWARD, general agent, Brondesbury-villas, Kilburn. Pet. April 13. Reg. Roche. O. A. Parkyns. Sol. Webb, Greenwich. Sur. May 27
GILL, JOHN, manager to a licensed victualler, Ilford. Pet. April 25. Reg. Brougham. O. A. Stansfeld. Sol. Goswamy, Bow-st. Covent-gdn. Sur. May 19
GILLING, JAMES, and TUBBY, JAMES, builders, Great Yarmouth. Pet. April 25. Reg. Pepps. O. A. Graham. Sols. Rhodes and Co., Chancery-la. Sur. May 27
GUY, MARY ANN, widow, boarding house keeper, New Gloucester-st., Hoxton. Pet. April 30. Reg. Pepps. O. A. Graham. Sol. Lawrence, 25, St. James's-st., Strand. Sur. May 27
HARRISON, HENRY, out of business, Renfrew-rd., Kennington. Pet. April 25. Reg. Pepps. O. A. Graham. Sol. Cook
SPRATLEY, MICHAEL WILLIAM, Aldred-rd., Kennington, an BALDWIN, THOMAS, Williams-ter, Old Kent-rd., both advertised agents. Pet. April 25. Reg. Pepps. O. A. Graham. Sol. Cook
HIND, THOMAS, farmer, Sandy. Pet. May 1. Reg. Roche. O. A. Parkyns. Sols. Parker, Books, and Parkers, Bedford-row. Sur. May 25
HORNELL, FREDERICK JOHN, hairdresser, Belle Vue-ter, Hall-st., Islington. Pet. April 25. Reg. Pepps. O. A. Graham. Sol. Catte Bedford-row. Sur. May 21

HOY, JOHN, clothier, Queen's-ter, Battersea. Pet. April 27. O. A. Stanford. Sol. Wood, Basinghall-st. Sur. May 19.
 BURCHISON, GEORGE, JAMES, bootmaker, Upper-st, Islington. Pet. April 27. O. A. Stanford. Sol. Poole, Baltholomew-close. Sur. May 19.
 DODD, THOMAS BURREN, builder, late Clifton-ter, Battersea. Pet. April 27. Reg. Roche. O. A. Parkyns. Sol. Heathfield, Lincoln's-inn-fields. Sur. May 23.
 LAMB, HENRY SAUNDERS, licensed victualler, Oxford-st, Westminster. Pet. April 26. Reg. Pepps. O. A. Graham. Sol. Frogatt, Argyle-st, Regent-st. Sur. May 21.
 LISTER, HENRY JAMES, tailor's foreman, West Smithfield. Pet. April 27. Reg. Pepps. O. A. Graham. Sol. Barron, Queen-st. Sur. May 21.
 MACKINTOSH, FRANCIS HENRY POTTINGER, merchant, Norris-st, Haymarket. Pet. April 27. Reg. Pepps. O. A. Graham. Sol. Reed, Phelps, and Co., Gresham-st, for Bateman and Co., Liverpool. Sur. May 21.
 MIDLER, JAMES, bootmaker, Waltham Abbey. Pet. April 29. Reg. Brougham. O. A. Stanford. Sol. Kimberley, Scott's-yd, Barb-la. Sur. May 24.
 PERRY, JOHN, horse hawk, Queen-st, Seven Dials. Pet. April 29. Reg. Roche. O. A. Parkyns. Sol. Godfrey, Hattong-gn. Sur. May 23.
 RIVERS, ISMAEL, jun., boot manufacturer, High-st, Camden-row. Pet. April 29. O. A. Stanford. Sol. Payne, Bedford-row. Sur. May 23.
 SCHMIDT, ADOLPH, cabinet maker, Charlotte-st, Fitzroy-sq. Pet. April 29. Reg. Roche. O. A. Parkyns. Sol. Godfrey, Hattong-gn. Sur. May 23.
 SIMONS, THOMAS, upholsterer, Craven-rd, Paddington. Pet. April 29. Reg. Murray. O. A. Parkyns. Sols. Davison, Carr, and Banister, Basinghall-st. Sur. May 24.
 SKE, JOHN, out of business, Lillington-st, Piccadilly. Pet. April 29. Reg. Roche. O. A. Parkyns. Sol. Kimberley, Scott's-yd, Cannon-rd. Sur. May 23.
 STICKER, JOHN, watchmaker, Rathbone-pl, St. Pancras. Pet. April 29. Reg. Pepps. O. A. Graham. Sols. Messrs. Boulton, Northampton-sq. Sur. May 27.
 TALLEY, AUGUSTE, commercial clerk, Lower East Smithfield. Pet. April 30. Reg. Pepps. O. A. Graham. Sol. Watson, Basinghall-st. Sur. May 27.
 WATKINS, CHARLES DEAN, grocer's assistant, Essex-rd, Islington. Pet. April 29. O. A. Stanford. Sol. Kane, Westbourne-church-est, Paddington. Sur. May 19.
 WATTS, JOHN, hat manufacturer, High-st, Poplar. Pet. April 29. Reg. Pepps. O. A. Graham. Sol. Brown, Basinghall-st. Sur. May 27.
 WORMAN, JOHN, miller, Ewell. Pet. April 29. Reg. Pepps. O. A. Graham. Sol. Michael, Gresham-bldgs, Basinghall-st. Sur. May 27.
 WOOD, FREDERICK, assistant to a butcher, Old Kent-rd. Pet. April 29. Reg. Roche. O. A. Parkyns. Sol. Cooke, Gresham-bldgs, Guildhall. Sur. May 23.

To surrender in the Country.

ALFORD, ALFRED, confectioner, Landport. Pet. April 27. Reg. O. A. Howard. Sol. Champ, Portsea. Sur. May 14.
 BAKER, WILLIAM GEORGE, grocer, Stourbridge. Pet. April 30. Reg. Tabor. O. A. Kinnear. Sols. Bernard and King, Stourbridge, and James and Griffin, Birmingham. Sur. May 14.
 CHADWICK, JOHN, out of business, Huncote. Pet. April 28. Reg. O. A. Woodcock. Sol. Hartley, Burnley. Sur. May 15.
 CHILDS, HENRY, builder, Portlaid-by-the-Sea. Pet. April 30. Reg. O. A. Woodcock. Sol. Mills, Brighton. Sur. May 20.
 COOPER, ALFRED JOHN, general shopkeeper, Downham, Isle of Wight. Pet. April 29. Reg. O. A. Hall. Sol. Cross, Ely. Sur. May 19.
 CRYSTALTON, JAMES, grocer, Trimdon Colliery. Pet. April 29. Reg. O. A. Greenwell. Sol. Marshall, jun., Durham. Sur. May 19.
 DAST, JULIUS, bookseller, Eccleshill. Pet. April 28. Reg. O. A. Robinson. Sol. Hill, Bradford. Sur. May 14.
 DENNERT, THOMAS HOLBROOK, draper, Levenshulme. Pet. April 28. Reg. O. A. Kinnear. Sol. Kay, Sur. May 14.
 FORTER, THOMAS, beer retailer, Sheffield. Pet. April 21. Reg. O. A. Vake and Rodgers. Sol. Sugg, Sheffield. Sur. May 19.
 GOTT, JAMES FOX, agent, Manchester. Pet. April 23. Reg. O. A. McNeill. Sol. Robinson, Manchester. Sur. May 26.
 GUTT, THOMAS, painter, Windermer. Pet. April 28. Reg. O. A. Fisher. Sol. Nicholson, Ambleside. Sur. May 19.
 GRIMMER, JOHN, beerhouse keeper, Handsworth. Pet. April 27. Reg. O. A. Watson. Sol. Ebsworth, Wednesbury. Sur. May 14.
 HAINES, MARY, MARY ALICE, out of business, Oldbury. Pet. April 30. Reg. O. A. Walker. Sol. Lowe, Dudley. Sur. May 20.
 HARTY, JAMES, jun., builder, Bristol. Pet. April 30. Reg. Wile. O. A. Acranman. Sols. Messrs. Brittan, Bristol. Sur. May 19.
 HAWLEY, JOHN CARPENTER, of no business, Newquay. Pet. April 23. Reg. O. A. Collins. Sol. Nicholls, St. Columb Major. Sur. May 13.
 HENRIET, WILLIAM WALLACE, photographer, Liverpool. Pet. March 19. O. A. Turner. Sur. May 14.
 HERTON, JOSEPH, general commission agent, Aston, near Birmingham. Pet. April 22. Reg. O. A. Mitchell. Sur. May 10.
 KENT, FREDERICK JOSEPH, surgeon, Evercech. Pet. April 29. Reg. Wile. O. A. Acranman. Sols. Michael, Gresham-bldgs, Basinghall-st, and Abbott and Leonard, Bristol. Sur. May 14.
 KERRALL, RICHARD, publisher, Chester. Pet. April 30. O. A. Turner. Sol. Churton, Chester. Sur. May 20.
 KIRKMAN, GEORGE, tailor, Westbromwich. Pet. April 27. Reg. O. A. Watson. Sol. Jackson, Westbromwich. Sur. May 13.
 KIRKINGHAM, WILLIAM, out of business, St. Martin. Pet. April 23. Reg. O. A. Crisp. Sol. Tree, Worcester. Sur. May 15.
 LLOYD FRANCIS, builder, Liverpool. Pet. April 16. O. A. Turner. Sur. May 24.
 LOCKETT, JAMES, brickmaker, Hanley. Pet. April 29. Reg. Hill. O. A. Kinnear. Sols. Ward, Son, and Cooper, Newcastle-under-Lyme, and James and Griffin, Birmingham. Sur. May 19.
 MILES, DAVID, butcher, Battersea. Pet. April 30. Reg. O. A. Vake. Sol. O. A. Walker. Sol. Lowe, Dudley. Sur. May 20.
 MURKE, EDWARD, stone mason, Chester. Pet. April 29. Reg. O. A. Nelson. Sol. Stringer, Ossett. Sur. May 20.
 MUR, JOHN MALCOLMSON, draper, Liverpool. Pet. April 29. Reg. O. A. Turner. Sol. Nordon, Liverpool. Sur. May 20.
 NIS, BENJAMIN WOOLF, outfitter, Portsea. Pet. April 27. Reg. O. A. Howard. Sols. Messrs. Ford, Portsea. Sur. May 14.
 PARKET, JOHN, jun., out of business, Northampton. Pet. April 28. Reg. O. A. Dennis. Sol. White, Northampton. Sur. May 13.
 PETERS, THOMAS, licensed victualler, Brynmawr. Pet. April 29. Reg. Wile. O. A. Acranman. Sols. Jones, Abergavenny, and Press and Inskip, Bristol. Sur. May 15.
 REEDSON, WILLIAM CLARK, grocer, Titchmarsh. Pet. May 1. Reg. O. A. Hawkins. Sol. Henry, Wellingborough. Sur. May 20.
 REDDING, WALTER, journeyman blacksmith, Worcester. Pet. April 23. Reg. O. A. Crisp. Sol. Tree, Worcester. Sur. May 15.
 RAY, BENJAMIN, innkeeper, Hartlepool. Pet. April 30. Reg. O. A. Child. Sol. Todd, Hartlepool. Sur. May 17.
 REILLY, JAMES, charcoal merchant, Wolverhampton. Pet. April 29. Reg. Tudor. O. A. Kinnear. Sol. Barrow, Wolverhampton. Sur. May 14.
 RITA, WILLIAM, blacksmith, Kingswinford. Pet. April 30. Reg. O. A. Walker. Sol. Clulow, Brierley-hill. Sur. May 20.
 STANLEY, HARRY, EUGENE, out of business, Redditch. Pet. April 28. Reg. O. A. Browning. Sol. Simmons, Redditch. Sur. May 17.
 STAN, ENNA SOPHIA, innkeeper, Kingsbridge. Pet. April 23. Reg. O. A. Square. Sol. Davis, Kingsbridge. Sur. May 12.
 THOMPSON, ROBERT, bootmaker, Halesdend. Pet. April 30. Reg. O. A. Harris. Sol. Cardinal, Halesdend. Sur. May 19.
 WILSON, WILLIAM, cab proprietor, Birmingham. Pet. March 11. Reg. O. A. Guest. Sol. East, Birmingham. Sur. May 14.
 WILSON, WILLIAM, commission agent, Birmingham. Pet. April 30. Reg. Hill. O. A. Kinnear. Sol. Barnes, Lichfield, and Reece and Harris, Birmingham. Sur. May 19.
 WILSON, EDWARD, out of business, late Birmingham. Pet. April 28. Reg. Guest. Sur. May 14.
 WILSON, MATTHEW TODD, stuff merchant, Heatley. Pet. May 1. Reg. Macne. O. A. McNeill. Sol. Gardner, Manchester. Sur. May 14.

BANKRUPTCIES ANNULLED.

Gazette, April 27.
 BENJAMIN, BENJAMIN, boot manufacturer, Hackney-rd and Brompton. June 3, 1869.
 LITTLE, WILLIAM, farmer, Holderness. Jan. 5, 1869.
 RAYMOND, WILLIAM, farmer, Sheephead. March 8, 1869.
 RUSSELL, JOHN, late Manchester. March 18, 1869.
Gazette, April 30.
 WILSON, JOSEPH TIMOTHY, saw maker, Newington-causeway. March 25, 1869.

MILLER, MARK, land agent, Winchester. July 22, 1868.
 QUINLEY, WILLIAM, out of business, Canterbury-pl, Lambeth. July 11, 1863.

Assignment, Composition, Inspectorship, and Trust Deeds.

Gazette, April 30.

ALLMAN, EDWARD ALGERNON, publisher, Bedford-st, Covent-garden. April 19. 7s. 6d. in 7 days,—guaranteed.
 ARNOLD, SARAH ANNE, milliner, Brighton. April 1. Inspectors—J. Green, Cannon-st, and J. Rogers, Sackville-st, warehousemen.
 ASHBY, GEORGE, farmer, Marston-upon-Dove. March 24. 6s. Trusts: G. Rippin, Freeby; G. Hack, and A. Henson, both Ipswich.
 BENNETT, DANIEL, house decorator, Upper Berkeley-st, Edgware-rd. April 7. Trusts: D. Kitchen, gasfitter, Crawford-st, Marylebone, and H. D. Abercrombie, brassfounder, Whitcomb-st, Tottenham-cr-d.
 BIRCH, EDWARD, victualler, Liverpool. March 31. Trusts: R. Lumb, brewer, and E. Pearson, grocer, both Liverpool.
 BOLTON, CHARLES, furniture dealer, Moreton-st, Piccadilly, and Box-cottage, Battersea. April 27. 2s. 6d. in 12 mos.
 BOURNE, JACOB, general broker, Liverpool. April 23. Trusts: E. Ford, jun., accountant, Liverpool.
 BROOK, JOHN, jun., cotton spinner, Huddersfield. April 9. Trusts: L. W. Arncliffe, brewer, and W. Hick, tea-leaf merchant, both Huddersfield.
 BURRAGE, JOHN, tailor, Northwich. April 7. Trusts: W. Fraser, manufacturer of men's clothing, and W. Bantoft, woollen warehouseman, both Ipswich.
 BUSBY, JOHN, agent to the Navigation Company, Gravesend. April 5. 1s. on March 1, 1870.
 CHARTER, GEORGE, clothier, Chichester. 10s. by three equal instalments, in 3, 6, and 9 mos. from March 25,—secured. Trust: G. H. Ladbury, accountant, Chichester.
 CHANDLER, JOHN, and CHANDLER, JAMES, grocers, Brighton. April 2. Trusts: J. Lynn, wholesale grocer, and W. T. Evershed, soap and candle maker, both Brighton.
 CHESTER, THOMAS, jun., attorney, Barrow-on-Humber. March 28. 8s. by four equal instalments, in 4, 8, 12, and 16 mos. Trust: T. Chester, sen., gentleman, Doncaster.
 CLIFTON, JOHN MOORE, wine merchant, Tattenshall. April 1. Trusts: R. L. Clifton, gentleman, Newland, and L. Gash, farmer, Thorpe Tiney, near Sleaford.
 CLEWES, THOMAS MATTHEW, ironmonger, Bewdley. March 31. 4s. 6d. in 14 days from April 26.
 CROOKER, JOSEPH RODNEY, merchant, King William-st. April 26. 5s. in 40 mos.
 CRUTCHLEY, THOMAS CHARLES, contractor, Wolverhampton. March 30. 5s. by two equal instalments, on April 30 and July 30,—secured. Trust: E. Crapper, lime master, Walsall.
 CUSHION, JAMES CHARLES, baker, Old Kent-rd. April 19. 7s. 6d. by three equal instalments, in 14 days, and 3 and 6 mos.
 DALTON, WILLIAM JAMES, dealer in boots, Liverpool. April 10. 5s. by two equal instalments, in 3 and 6 mos.
 DAVIES, JOHN, grocer, Aberaman. April 1. 3s. in 14 days.
 DOLMAN, JOHN, victualler, Sunbury. April 12. In full, by July 1.
 EATON, SAMUEL, shoe manufacturer, Kettering. March 24. 5s. by two equal instalments, forthwith, and in 4 mos. Trust: J. Bailey, shoe manufacturer, Kettering.
 ECHES, JACOB, ironmonger, Walsfield. April 1. 8s.—2s. on April 1, 2s. on July 1, and 3s. on Oct. 1,—secured. Trust: J. J. Echtes, temperance hotel keeper, Walsfield.
 GEACH, WILLIAM FRANCIS, travelling draper, Penzance. April 10. 7s. 6d. by three equal instalments of 2s. 6d. on July 10, Oct. 10, and Jan. 10, next.
 HALL, EDWIN, builder, Madeley. April 16. 7s. 6d. on May 15. Trust: R. Bourne, farmer, Macclesfield.
 HALL, GEORGE LOWTHIAN, late artist, Elgin-rd, Malda-valle. March 29. 5s. in 2 mos.
 HARRIS, JAMES, grocer, Crawford-st, Bryanston-sq, and Hampstead. April 2. 5s. by two equal instalments, in 1 and 4 mos,—secured.
 HARTLEY, JAMES, grocer, Preston. March 30.
 HAYMAN, GEORGE, drayman, Bury. Jan. 18. Trusts: J. Bradbury, printer, High-st, Poplar; R. Burgess, gentleman, Adelaide-pl, London-bridge; and T. Clare, tailor, Leman-st, Whitechapel. Sols. Treherne and Wolferstan, Aldermanbury.
 HEDDERLEY, GEORGE, painter, Gateshead. April 14. Trust: J. A. Hair, glass merchant, Newcastle.
 HIDDLESTON, ROBERT ALEXANDER, draper, Jubilee-st, Stepney. April 7. Trusts: I. McCutcheon, jun., warehouseman, Friday-st, and J. Stevens, wholesale clothier, Little Trinity-la.
 HUNTER, JOHN, builder, Lincoln. April 1. 10s. by two equal instalments on June 30 and Sept. 30. Trusts: H. Newsum, timber merchant; C. Pratt, wine merchant; and W. J. Warren, wharfinger, all of Lincoln.
 HUDSON, WILLIAM, druggist, Leamington Priors. April 10. 7s. by two instalments of 5s. May 7 next, and 2s. on May 7, 1870,—secured.
 HUGHES, JAMES, mechanical engineer, Chorlton-upon-Medlock. April 24. 2s. 6d. in 3 mos. Trust: G. Haslam, accountant, Manchester.
 JACOBS, JOSEPH, victualler, Burton-upon-Trent. March 15. 10s. by two equal instalments, on March 29 and Aug. 29.
 JACOBSEN, RUDOLPH BERNARD, merchant, Liverpool. April 23. Trust: H. V. Banner, accountant, Liverpool.
 LANG, GEORGE, sen., gentleman, Toronto, Canada. April 5. Trusts: G. E. Wells, surgeon, Crewkerne, and H. Lang, gentleman, Gracechurch-st.
 LARKIN, WILLIAM HENRY, late manager of Machynell Branch of the National Provincial Bank of England, Machynell. March 18. Trusts: T. Crutley, Month-row, Islington. April 28. 3s. 4d. by two equal instalments, in 3 and 6 mos.
 LAZARUS, SAMUEL, and LAZARUS, BARNET, wholesale opticians, Hatton-garden. April 7. 5s. by two equal instalments, in 3 and 6 mos.
 LEGGO, WILLIAM, builder, Clifton-vils, South Norwood. April 21. 2s. 6d. in 14 days.
 LOW, DAVID, tailor, Hull. April 1. 3s. by two equal instalments, on May 31 and June 30.
 MEARS, JOHN, auctioneer, Stockton. March 28. 5s. by two equal instalments, in 1 and 3 mos. Trusts: W. H. Kirkup, grocer, and J. Wilson, bookseller, both Stockton.
 MITCHELL, JOHN, and MITCHELL, REUBEN, worsted spinners, Bradford. March 29. Trusts: J. Ambler, and A. Bunting, woollapsters, both Bradford.
 ORMAN, CHARLES, baker, Wotton-under-Edge. April 17. Trusts: W. Long, miller, Newmarket, and D. Perrett, brewer, Bourn-street.
 PANE, CHARLES, draper, High-st, Camden-town, and Scarborough. April 2. Trusts: J. Barnicot, Friday-st, and J. Howell, St. Paul's-churchyard, warehousemen.
 PURBOTT, JOHN, builder, Worcester, near Birmingham. April 2. Trusts: H. Taylor, glass merchant; and J. R. Chirm, timber merchant, both Birmingham. Sols. Saunders and Bradbury, Birmingham.
 RINDERS, HENRY, builder, Sandhurst. March 23. Trusts: T. Winter, Cambridge Town, and T. M. Westcott, Wokingham, timber merchants.
 SANDERS, SAMUEL, woollapster, Pilton. April 2. Trusts: J. Goss, and G. Mogridge, yeoman, both Ilfracombe.
 SCOTT, JOSEPH, cloth manufacturer, Idle. April 19. 8s. by two equal instalments, in 2 and 5 mos.
 SOUBRY, EDWARD, grocer, Blyth. April 23. 4s. by two equal instalments, in 2 and 4 mos. Trust: J. Ord, general grocer, Newcastle.
 TOM, WILLIAM, farmer, Rooksea. April 23. 5s. in 1 mo.
 TREUMAN, WILLIAM, ironfounder, Brookmore, near Brierley-hill. April 14. 7s. by two equal instalments, on April 14, 1870, and April 14, 1872. Trust: H. Walker, doctor of medicine, Brierley-hill. Inspectors: E. Burford, agent, Brookmore, and S. Bennett, builder, Brierley-hill.
 WATSON, JOHN PERCIVAL, merchant, Lime-st. April 15. 10s. by four equal instalments, in 3, 6, 9, and 12 mos,—secured.
 WEST, ROBERT, clock maker, Leek. April 19. 12s. 6d. by four equal instalments, on Aug. 19, and Dec. 19, next, and April 19 and Aug. 19, 1870.
 WHITEHOUSE, WILLIAM, grocer, The Pleck, near Walsall. April 28. 5s. by two equal instalments, in 1 and 3 mos.

Gazette, May 4.

ALPHABER, HENRY, ship chandler, Cardiff. March 22. Trusts: W. H. Tucker, jun., and T. Murray, merchants, both Cardiff, and T. Harding, oil merchant, Bristol.
 APPLETON, JULIANA, widow, Cromer-cottage, Kilburn. April 5. 3s. in 6 weeks.

ARCHER, JOHN, draper, High Easter. April 5. 5s. by three instalments, of 2s., 2s., and 1s. in 2, 4, and 6 mos from registration. Trusts: R. Griffin, pawnbroker, Baintree, and J. Barnard, farmer, High Easter.
 BELL, THOMAS ALFRED, manufacturing chemist, Wigan. April 9. 2s. 3d. Trust: R. Wood, calico printer, Manchester.
 BETHLE, GEORGE, wholesale ironmonger, Upper Thames-st. April 25. 8s. by two equal instalments of 3s., in 2 and 4 mos.
 BIRTWHISTLE, JOSEPH, woollapster, Halifax. April 14. Trusts: H. Stansfield, and G. Washington, woollapsters, both Halifax.
 BLAKE, EDWARD, grocer, Eltham. April 23. Trust: R. Hughes, cheesemonger, Richard-st, Woolwich.
 BLOVEREN, BENJAMIN, hat manufacturer, Church-st, Spital-fields. April 21. 5s. by two equal instalments, in 4 and 8 mos from registration. Trust: H. E. Norfolk, accountant, Coleman-street.
 BROWLEY, JOHN, publican, Rossett. April 6. Trust: J. Caldecott, public accountant, Chester.
 BUGGS, JAMES ISAAC, draper, Prescot. April 14. Trusts: J. Chadwick and J. A. Openshaw, merchants, both Manchester, and I. Buggs, manufacturer, Wakefield.
 BURNES, BENJAMIN, currier, Brentford, and Uxbridge. April 5. Trusts: W. Palmer, tanner, and E. Crisp, leather factor, both Market-st, Bermondsey.
 BURT, ARTHUR, spoon manufacturer, Birmingham. April 26. Trust: F. E. Williams, accountant, Birmingham.
 CARKE, PETER, grocer, Burslem. April 5. 5s. in 28 days from registration. Trusts: B. Clarke, bootmaker, and T. H. Tomkinson, gentleman, both Burslem.
 COLLISHAW, GEORGE, grocer, Kingston-upon-Hull. April 13. 5s. on April 21.
 DUBLEY, HUBERT, upholsterer, Forest-hill. April 3. Trust: G. Fowles, auctioneer, Stamford-rd, Fulham.
 FLORIS, GEORGE BROOKE, tobacconist, late New Oxford-st. April 7. 2s. 6d.
 HAMILTON, ROBERT, surgeon, Derby. March 27. Trusts: J. Hicks, grocer, and E. Stanesby, iron merchant, both Derby.
 HOWITT, JOHN, late grocer, Sheffield. April 14. 5s. on or before May 5.
 HUNTLEY, GEORGE, confectioner, Bristol. April 8. 6s. by two equal instalments, in 1 and 4 mos from registration,—secured. Trusts: T. Bolwell, milliner, and R. L. H. Mole, gentleman, both Bristol.
 JENKINS, CHARLES HENRY, pattern maker, St. Paul's-rd, Islington. April 21. 5s. by two equal instalments, in 3 and 6 mos from registration.
 JONES, ROBERT, draper, Cerrig y Druidion. April 2. Trusts: J. Shoolbrod, accountant, Manchester, and E. Williams, chemist, Cerrig y Druidion.
 JOSEPH, EMANUEL, stay manufacturer, Manchester. April 7. Trust: S. Levi, accountant, Manchester.
 LOCKART, EDWARD, insurance clerk, Eaton-v's, Loughton. April 13. To pay trustee 1500. in 14 days. Trusts: W. E. I. Lockhart, gentleman, Lanark-vil, Brixton-rd, and A. W. Digby, Chancery-la.
 LYLES, JULIUS, merchant, Fenchurch-st. April 22. 1s. 6d. in 12 mos from date of deed. Trust: W. H. Mardon, accountant, Poultry.
 MATHEWS, WILLIAM, oil and colourman, Hampstead-rd. April 14. 2s. in 29 days from date of deed.
 MCLELL, FRANCIS, and MITCHELL, JOHN, worsted spinners, Bradford. April 2. Trusts: J. Ambler, and A. Bunting, woollapsters, both Bradford.
 MOAT, GEORGE THOMAS, and MOAT, WILLIAM ARCHIBALD, common brewers, Newcastle-upon-Tyne. April 3. Trusts: J. Haigh, distiller, Wakefield, and J. Irving, builder, Newcastle-upon-Tyne.
 MOON, CHARLES, hosier, Wolverhampton. April 3. Trusts: J. Grime, merchant, Manchester, and M. O. Suffield, warehouseman, Birmingham.
 NICHOLSON, DAVID, builder, High-st, Wandsworth. April 5. Trusts: D. W. Yong, cement manufacturer, Tuscany-wharf, Kingsland, and E. Mills, timber merchant, King William-st.
 NORRIS, JAMES, butcher, West Gorton. April 27. Trust: J. Lees, widow, Denton.
 RAMSAY, JOHN, wool top dealer, Bradford. April 13. 4s.—2s., 1s., and 1s. in 1, 3, and 6 mos—the last secured.
 RUSSELL, WILLIAM CHAPMAN, draper, Fakenham. March 30. 6s. 8d. by six instalments of 1s., 1s., 1s., 1s., 1s., and 1s. 4d. in 2, 4, 6, 8, 10, and 12 mos,—last secured. Trusts: J. W. Richards, and W. Ryles, cabinet maker, Rugby.
 SALISBURY, THOMAS, brush manufacturer, Horfield and Broadmead. April 26. 6s. in 1 mo from registration.
 SEAR, DAVID, coal merchant, Wyeabwy, and Cowley Peachey, near Wye. April 2. Trusts: J. F. Gray, draper, Birmingham, and W. Ryles, cabinet maker, Rugby.
 SILVANUS, MARGARET, upholsterer, Wellington-pl, Holloway-rd. April 2. Trusts: J. C. Hill, Gresham-st, and W. P. Ingram, Aldermanbury, both warehousemen.
 SIMMONS, EDWARD, timber merchant, Windsor-rd, Denmark-hill. April 3. Trust: R. Rolfe, builder, Dulwich.
 SMITH, BENJAMIN, grocer, Tipton Kingswinford, and Wall-heath. April 8. 5s. 6d. in 7 days from registration. Trust: H. Clark, woollen draper, North Hyde Farm, near Hounslow.
 SMITH, JOSHUA, chemist, Wakefield. May 1. 7s. 6d. by three equal instalments, in 3, 6, and 9 mos from registration. Trust: G. B. Rayner, woollen cloth manufacturer, Horbury.
 SMITH, HENRY, boot dealer, Liverpool. April 27. 5s. by two equal instalments, in 4 and 8 mos from registration,—secured.
 STIRLING, WILLIAM, stone mason, Stockport. April 22. Trusts: J. Livesey, plumber, Wilsnlow, and S. Adhead, contractor, Manchester.
 TAYLOR, MARY, widow, late innkeeper, Bolton. April 21. 7s. 6d. in 1 week from registration. Trust: B. Aldred, accountant, Bolton.
 TRICKET, WILLIAM, and HEYS, ROBERT, cotton manufacturers, Ewood Bridge. April 20. 4s. in 3 days from registration. Trust: E. O. Lord, cotton manufacturer, Rawtenstall.
 VINCENT, JOHN, clothier, Month-row, Islington. April 28. 3s. 4d. by two equal instalments, in 3 and 6 mos.
 WHITE, WALTER, trimming manufacturer, Cheapside. April 21. Trusts: W. Willeringsham, warehouseman, Castle-st, Falcon-sq, and E. Brassett, commission merchant, Laurence-la.
 WILKINSON, WILLIAM HENRY, warehouseman, Chorlton-upon-Medlock. April 12. 1s. in 2 mos from April 12.
 WILLS, CAROLINE, hosier, Sunderland. April 13. 5s. by two equal instalments in 1 and 4 mos.
 WILSON, HENRY, joiner, Holbeck, near Leeds. April 9. Trust: T. Dance, timber merchant, both Leeds.
 WOODBRIDGE, STEPHEN, retailer of wine, Lower Norwood. April 16. Trusts: T. B. Phillips, builders' ironmonger, Paddington-green, W. H. Lavers, and S. Moore, timber merchants, both King William-st, London.
 WOOLSON, FREDERICK AUGUSTUS, decorator, Leamington Priors. April 3. Trusts: T. H. Thorne, banker, Leamington Priors, and H. Taylor, glass merchant, Birmingham.
 WOOLHOUSE, HENRY, no occupation, New Windsor. April 29. Trust: H. Lawson, public house broker, New Windsor.
 WULFSON, HERMAN, wholesale jeweller, Houndsditch. April 5. 6s. by three equal instalments, on July 24, and Nov. 24 next, and March 24, 1870,—secured.

BIRTHS, MARRIAGES, AND DEATHS.

BIRTHS.

BARKER.—On the 21st ult., at Hazelford, Manchester-road, Southport, the wife of T. W. Barker, Esq., solicitor (formerly of Kirkby Lonsdale), of a son.
 KENT.—On the 1st inst., at Norwich, the wife of Alfred Kent, Esq., solicitor, of a daughter.
 ROBERTS.—On the 1st inst., at Brynderw, Surbiton, Surrey, the wife of Richard W. Roberts, Esq., of Gray's-inn, London, of a son.

MARRIAGES.

WELDON-WELDON.—On the 27th ult. at Rathfarnham, Mr. W. Weldon, A.B., M.B., Ch.M., T.C.D., of Holborn-hill, Cumberland, to Mary J., daughter of Mr. R. Weldon, barrister-at-law, of Rathgar, Dublin.

DEATHS.

BLAKE.—On the 3rd inst., aged 86, Anna Kemp, widow of Edward Blake, of Portlaid, Sussex.
 NEWELL.—On the 25th ult., on his homeward passage on board the *Deila*, near Gibraltar, aged 49, Henry Newell, Esq., of H. M. Madras Civil Service and British Resident at the Courts of Travancore and Cochin, India. Friends will please accept this intimation.
 NEWSTADT.—On the 3rd inst., at 18, Ely-place, Holborn, aged 60, William Henry Newstead, solicitor.
 SMITH.—On the 25th ult., at Lancing, Sussex, aged 53, Toulmin Smith, Esq., of Highgate.

Sales by Auction.

Hampstead and Hendon.—Beautiful Residential Estate, with capital mansion, known as *Golders Hill*, and situate at North End, conservatory, forcing houses, kitchen gardens, pleasure grounds, and park-like lands, 72 acres, four cottages adjoining, the great tithes amounting to 22l. per annum; also about 14 acres at Cowhouse-green, Cricklewood-lane; the whole comprising about 90a. 3r. 4p. With possession.

MESSRS. FAREBROTHER, CLARK, and CO. are instructed by the Executors of the late Miss *Bertrand* to SELL, at the AUCTION MART, Tokenhouse-yard, Lothbury, near the Bank, on TUESDAY, MAY 25, at Two o'clock, in two Lots, a beautiful RESIDENTIAL PROPERTY, known as *Golders Hill*, situate at North End, in the parishes of Hampstead and Hendon, comprising a capital freehold mansion, for many years the favoured residence of the late Mr. Commissioner Evans, with conservatory, gardens, and park-like lands, cottages, the great tithes, &c., the whole comprising about 90a. 3r. 4p.

May be viewed by cards only, which, with particulars and plans, may be had of

WILLIAM THOMAS, Esq., Solicitor, 8, Gray's-inn-place, Gray's-inn, W.C.;

at the Auction Mart, E.C., and at the offices of Messrs. FAREBROTHER, CLARK, and Co., 5, Lancaster-place, Strand, W.C.

Hackney-wick.—Very important Freehold Estate, comprising the capital Mansion, known as *Sydney House*, with extensive pleasure grounds, stabling, kitchen garden, gardener's cottage, and meadow land; the whole about 11 acres, admirably adapted for building purposes, having frontages to Homerton-lane, Church-road, and the Oriel-road; also two Cottages and a Small Plot of Building Land. It is bounded by the North London Railway, but a short distance from the Victoria-park Station, and the New Station at Homerton.

MESSRS. FAREBROTHER, CLARK, and CO. have received instructions from the Executors of the late Thomas Ballance, Esq., to SELL by AUCTION, at the MART, E.C., on TUESDAY, MAY 25, at Two o'clock, a very important and valuable FREEHOLD ESTATE, known as *Sydney House*, close to the New Homerton Station, and but a short distance from the Victoria-park Station on the North London Railway, situate at Hackney-wick, and comprising the capital mansion for many years the residence of the late Thomas Ballance, Esq., with grounds, stabling, &c., and meadow land, the whole about 11 acres, with good frontages. May be viewed by cards only.

Particulars and plans will be shortly ready, and may be had of

Messrs. DAVIDSON, CARR, and BANNISTER, Solicitors, Weavers'-hall, 22, Basin-hall-street, E.C.;

and at the offices of Messrs. FAREBROTHER, CLARK, and Co., 5, Lancaster-place, Strand, W.C.

Worcestershire.—In Chancery: *Hawker v. Pratt*.—Freehold and Tithe-free Estates, in the parishes of Grafton Fyford and Flyford Flavel, in all 400a. 2r. 1p. Lot 1. Hill Court, with ancient residence, and Albert's, containing 218 acres of principally grass land. Lot 2. A small Farm, known as *Jasper's*, 37 acres. Lot 3. An Enclosure of Wood, 18 acres. Lot 4. Church House, with farmhouse and buildings, and 113 acres. Lots 1, 2, and 3 with possession at Michaelmas next.

MESSRS. FAREBROTHER, CLARK, and CO. are instructed by an Order of the Court of Chancery to SELL the above, at the Auction Mart, London, E.C., on TUESDAY, MAY 25, at Two o'clock precisely, in Four Lots.

May be viewed, and particulars, with plans, had of

Messrs. CREE and LAST, Solicitors, 13, Gray's-inn-square, London, W.C.

of Messrs. WARR and BUCK, Land Agents, Worcester; and at the offices of Messrs. FAREBROTHER, CLARK, and Co., 5, Lancaster-place, Strand, London, W.C.

Berks, near Bracknell.—Freehold Building Land, forming the outlying portion of the Lilly Hill Estate, about 100 acres, only three-quarters of a mile from Bracknell Station, four from Ascot, and nine from Windsor, having extensive frontages to the Bagshot-road. The whole divided into plots of from two to seven acres. Is exceedingly dry, and in most part clothed with varieties of the fir tribe, is beautifully undulated, and has a sheet of ornamental water, presenting the most charming sites for gentlemen's residences, or admirably adapted for a public institution, as the neighbourhood is proverbially healthy.

MESSRS. FAREBROTHER, CLARK, and CO. are instructed to SELL the above, at the AUCTION MART, in MAY next.

Particulars and plans are preparing, and (as soon as ready) may be had of

Messrs. FEW and CO., Solicitors, Covent-garden, W.C.; and of Messrs. FAREBROTHER, CLARK, and Co., 5, Lancaster-place, Strand, W.C.

Yorkshire.—The Egton Freehold Estate of upwards of 13,000 acres, bounded in part by the Whitley and Pickering Railway, and intersected by the River Esk, and by the North Yorkshire and Cleveland Railway, with valuable bands of ironstone and freestone, corn mill, quarries, valuable rights of fishing for twenty miles, and shooting extensive rights (in addition to cultivated land) 6000 acres of moor land.

MESSRS. FAREBROTHER, CLARK, and CO. are instructed by an Order of the Court of Chancery to SELL the above, at the AUCTION MART, London, E.C., on TUESDAY, JUNE 1, at Two o'clock precisely.

May be viewed, and particulars, with plans, had of

R. CARTER, Esq., Solicitor, 16, Lincoln's-inn-fields, W.C.;

of R. J. WILBY, Esq., Winterfield, Catterick, Yorkshire; and of Messrs. FAREBROTHER, CLARK, and Co., 5, Lancaster-place, Strand, W.C.

Middlesex, Ashford.—The Spelthorne Estate, freehold and great tithe free and land-tax redeemed, with a registered indefeasible title, close to the Ashford Station of the South-Western Railway; comprising homestead and about 72 acres of capital building land, with extensive frontages to existing roads, admirably adapted for the erection of detached residences and public institutions, the soil being gravel and the district dry and very healthy. With possession.

MESSRS. FAREBROTHER, CLARK, and CO. are instructed to SELL the above, at the AUCTION MART, London, E.C., on TUESDAY, JUNE 15 next, at Two o'clock precisely.

May be viewed, and particulars had of

Messrs. SPYER and SON, Solicitors, Old Broad-street, E.C.;

and of Messrs. FAREBROTHER, CLARK, and Co., 5, Lancaster-place, Strand, W.C.

Herefordshire.—Important and highly valuable Freehold Estates, on the borders of Worcestershire, three miles from Ledbury, and four from Malvern, with mansion, distinguished as *Hope End*, beautifully placed in the centre of an extensive park of 200 acres, with lodge entrance on either side commanding the most charming views of the Malvern Hills, Easton Castle and Woods, and other romantic scenery of the district; with stabling, green-houses, graperies, gardener's cottage, &c., lawn, and pleasure grounds; six farms, with superior farm residences to each, and farm buildings, the greater part newly erected on the most modern and approved principles, the lands thoroughly drained, of rich soil and very productive. The woodland, scattered over the property, abounding in game, numerous cottages and small holdings. The entirety being about 1300 acres.

MESSRS. FAREBROTHER, CLARK, and CO. have received instructions from the Devises of the late Thomas Heywood, Esq., to SELL the above highly valuable ESTATES, at the FEATHERS INN, LEDBURY, on THURSDAY, JUNE 3 next, in One or Eight Lots. The mansion may be viewed by cards only, to be had of Messrs. Farebrother and Co.

Particulars and plans may be shortly obtained of Messrs. FEW and CO., Solicitors, COVENT-GARDEN, W.C., and of Messrs. FAREBROTHER, CLARK, and Co., 5, Lancaster-place, Strand, W.C.

North Wales.—Montgomeryshire.—The important Freehold Residential Domain, distinguished as the *Dolforan Estate*, situate in the parish of Kerry, within three miles of Newtown and fourteen of Welshpool, and within a drive of Shrewsbury, and easy of communication with North and South Wales and the manufacturing and great commercial districts, with capital mansion, known as *Dolforan Hall*, stabling, offices, park, pleasure grounds, trout stream; the hills abounding in grouse and black game, numerous farms, and extensive sheepwalks, all let to respectable tenants. The whole containing an area of about 1000 acres.

MESSRS. FAREBROTHER, CLARK, and CO. beg to inform the public that they are instructed by the Trustees of the will of the late Walter Low, Esq., to submit to public COMPETITION, in JUNE next, in Lots (unless an acceptable offer for the entirety be in the meantime made by private contract), the above important FREEHOLD ESTATE.

Particulars are preparing, and (when ready) may be had of Messrs. FEW and CO., Solicitors, COVENT-GARDEN, W.C.; and at the offices of Messrs. FAREBROTHER, CLARK, and Co., 5, Lancaster-place, Strand, London, W.C.

Wiltshire and Somersetshire.—The Life Interest of a gentleman in his 46th year, in the Rental, approaching 6000l. per annum, arising from extensive estates in these counties; also Policies of Assurance, subject to certain mortgage charges on the whole.

MESSRS. FAREBROTHER, CLARK, and CO. are instructed to SELL by AUCTION, at the MART, Tokenhouse-yard, E.C., in the month of JUNE next, the following important FREEHOLD ESTATES.—In the county of Wilts: The Bulford Estate, near Amesbury, producing 1100l. per annum; Stapleford, near Salisbury, 810l. per annum. In Somersetshire: The Trent, Charlton, Horthorn, Little Marston, and Hammer Estates, near Sherborne, producing about 3000l. per annum; and the Durston Estate, near Yeovil, about 1100l. making a total rental of 6010l. per annum; also Policies to the extent of 40,000l. The whole subject to charges, which, including the premiums on the policies, amount to about 4000l. per annum.

Particulars, when ready, may be had of

Messrs. STILL and SON, Solicitors, 5, New-square, Lincoln's-inn, W.C.;

Messrs. RAWLINCE and SQUAREY, Land Agents, Great George-street, Westminster, S.W., and Salisbury.

at the Auction Mart, E.C.; and at the offices of Messrs. FAREBROTHER, CLARK, and Co., 5, Lancaster-place, Strand, W.C.

Finsbury.—Eligible Freehold Property, let at low rents.

MESSRS. ELLIS and SON are directed by the Devises of the late Nathaniel Ellis, Esq., to SELL by AUCTION, at the MART, on THURSDAY, MAY 29, at two o'clock, in three lots, the excellent FREEHOLD DWELLING-HOUSE, being No. 21, at the corner of King's-street, Wilson-street, Finsbury-square, near the Metropolitan and Broad-street Railway Stations, let to Mr. Scott, a yearly tenant, at 52l. per annum; a capital Residence adjoining, situate No. 29, King-street, in good repair, in the occupation of Mrs. Bannister, who has expended a considerable sum, at the very low rent of 47l. per annum; and a Dwelling-house, No. 11, King-street, let to Mr. Jacobs, at 33l. per annum.

Printed particulars may be had of Messrs. SHEFFIELD, Solicitors, 32, Lime-street; at the Mart; and of Messrs. ELLIS and SON, Auctioneers and Estate Agents, No. 49, Fenchurch-street.

Good Leasehold Property, held at a low ground rent.

MESSRS. ELLIS and SON are directed to SELL by AUCTION, at the MART, on THURSDAY, MAY 29, at two o'clock, in one lot, the excellent FREEHOLD DWELLING-HOUSE, being No. 21, at the corner of King's-street, Wilson-street, Finsbury-square, near the Metropolitan and Broad-street Railway Stations, let to Mr. Scott, a yearly tenant, at 52l. per annum; a capital Residence adjoining, situate No. 29, King-street, in good repair, in the occupation of Mrs. Bannister, who has expended a considerable sum, at the very low rent of 47l. per annum; and a Dwelling-house, No. 11, King-street, let to Mr. Jacobs, at 33l. per annum.

Printed particulars may be had of

Messrs. GRUBBER and COOPER, Solicitors, 3, Billiter-street;

at the Mart; and of Messrs. ELLIS and SON, auctioneers and estate agents, 49, Fenchurch-street.

Walton-leath, near Epsom.—Valuable Freehold Property, with possession, comprising two powerful wind corn mills, with steam-engine, tackle, and machinery attached; two convenient residences, commanding beautiful views of the surrounding country, with stabling, outbuildings, gardens, and pasture land, in all about six acres; situate on the road leading from London to Betchworth, and distant about three miles from Epsom.

M. R. SAFFELL has received instructions to SELL by AUCTION, at the AUCTION MART, Tokenhouse-yard, London, on TUESDAY, MAY 11, at One for Two, in one or three Lots, this very desirable FREEHOLD PROPERTY. May be viewed by cards, to be had of the auctioneer.

Particulars, with plan and conditions of sale, may be had of

Messrs. LUCAS and SHOWLER, Solicitors, 1, Trinity-place, Charing-cross;

at the principal hotels at Epsom; at the Auction Mart; and at the Auctioneer's Office, 33, Abchurch-lane, Lombard-street, London.

MESSRS. DEBENHAM, TEWSON, and FARMER'S MAY LIST OF ESTATES and HOUSES, including landed estates, town and country residences, hunting and shooting quarters, farms, ground-rents, rentcharges, house property and investments generally, may be obtained free of charge, at their offices, 80, Chesapeake, E.C., or by post for one stamp. Particulars for insertion in the June List must be received by the 29th May at latest.

MESSRS. EDWIN FOX and BOUSFIELD'S forthcoming SALES, at the AUCTION MART, —

WEDNESDAY, MAY 12.

DOVER.—Mount Ellis, a charming Freehold Estate, comprising a modern and substantial Family Residence, standing in ornamental gardens and grounds of 31 acres, with possession.—Vendor's solicitor, J. DARLEY, Esq., 4, Raymond-buildings, W.C.

On the THAMES, at Teddington.—Attractive Villa Residence, with large garden and capital stabling; well-secured Freehold Ground-rents of 104l. per annum. Vendor's solicitor, J. DARLEY, Esq., 4, Raymond-buildings, W.C.

WEDNESDAY, MAY 19.

On the VERGE of the CITY OF LONDON.—Valuable Building Area in Wilson-street, Finsbury, close to the North-Western Railway Terminus, and a few minutes' walk from the Metropolitan Railway in Moortown. Vendor's solicitors, Messrs. LAWRENCE, PLEWIS, BOYER, and BAKER, 6, Old Jewry-chambers, E.C.

ST. BRIAVEL'S, Gloucestershire.—Snug little Cottage Residence, with garden, outbuildings, and nearly 8 acres of fine old pasture land, occupying one of the most beautiful sites in the kingdom. Vendor's solicitors, Messrs. EVANS, Chepstow.

BRITTON-HILL.—Two Leasehold Residences (25 years free of ground rent), distinguished as *Hope-house* and *Hadley-house*, producing a clear net rental of 122l. per annum. Vendor's solicitor, C. STROGHILL, Esq., 35, Carter-lane, Doctors'-commons.

ENFIELD.—Three Freehold Cottages, situate at Chase-side, adjoining Messrs. Green and Co.'s brewery, and let on lease at a rental of 30l. per annum. Vendor's solicitor, C. STROGHILL, Esq., 35, Carter-lane, Doctors'-commons.

DALSTON.—Within a few minutes' walk of the Dalston Junction Station, on the North London Railway.—Leasehold Residence, known as 13, Greenwood-road, for occupation or investment.

WEDNESDAY, JUNE 2.

Re J. THWAYTES, deceased. City of London. The highly important and very desirable Freehold Estate, distinguished as Nos. 11 and 45, Fenchurch-street, one door from Mincing-lane, comprising the extensive and well-known premises, conspicuous among the adjacent buildings as a specimen of the thriving establishments of a former age. Let on lease at the low old rent of 600l. per annum. By order of the trustees. Vendor's solicitors, Messrs. GRAY, JOHNSTON, and MOUSLEY, No. 3, Raymond-buildings, Gray's-inn, W.C.

STOKE-NEWINGTON.—Very attractive, detached Residence, distinguished as *Glebe-field-house*, with secluded and ornamental garden grounds; held for a long term, at a ground rent of 180l. per annum. Vendor's solicitors, Messrs. COX and SOX, 4, Cloak-lane, Cannon-street, E.C.

WINCHMORE-HILL, Cheshire.—Most enjoyable detached Leasehold Villa Residence, with beautifully planted garden grounds of about an acre, stabling, &c. With possession. Vendor's solicitors, Messrs. DRAKE, SOX, and BLWITT, 3, Cloak-lane, Cannon-street, E.C.

NOTTING-HILL.—A desirable and substantially built Freehold Residence, conveniently and agreeably situate, being No. 3, St. James's-square, with conservatory and garden in the rear, eligible alike for occupation or investment. Vendor's solicitors, J. H. LUDALL, Esq., 12, Southampton-buildings, Chancery-lane, W.C.

IN CHANCERY.—*Re Monks, deceased.*—*Monks v. Monks.*—Five Leasehold Houses for occupation and investment, being Nos. 9 and 13, Darlington-terrace, Paddington. No. 34, Canterbury-road, Kilburn. No. 17, Craven-terrace, and No. 11, Southam-street, Kensal New Town, producing a rental of 200l. per annum; held for long terms at moderate rents. Vendor's solicitors, Messrs. BARRISTON, NEWSON and BIRD, 3, Gray's-inn-place, W.C. Messrs. LUMLEY and LUMLEY, No. 15, Old Jewry-chambers, E.C.

ST. JOHN'S WOOD and SOUTH NORWOOD.—Freehold House, 14, Finchley-road, St. John's Wood. Two Leasehold Residences, Nos. 1 and 2, Broadlands, South Norwood. Vendor's solicitors, Messrs. SCARD and SOX, 17, Great St. Helen's.

WEDNESDAY, JUNE 9.

IN CHANCERY.—Between Jane Sarah Hill, widow, and George Lively Nicholls, plaintiffs; and William Martin Nichols, defendant.—*Hanwell.*—Very valuable Freehold Estate of nearly 15 acres of Building Land, with extensive frontage to the turnpike road to Brentford, and facility for creating additional frontage to a very great extent available for the erection of villas and cottages, or the creation of ground-rents. Possession at Michaelmas next. Vendor's solicitor, J. COMBE, Esq., 25, Bucklersbury.

WEDNESDAY, JUNE 16.

SUSSEX.—Freehold Estate, consisting of 150 acres of fine grazing and fattening land, situate on the sea coast, close to Selsea Bill.

STAMFORD-HILL.—Valuable Freehold Estate, comprising a spacious freehold detached family residence, with outbuildings, conservatories, pleasure and kitchen gardens, and grounds of five or six acres. Vendor's solicitors, Messrs. GROVER and HUMPHREYS, 4, King's Bench-walk, Temple.

On the THAMES, at Staines.—A singularly desirable Freehold Property, delightfully situate, and distinguished as *Thames Cottage*, with about 10 acres of finely timbered lawn, pleasure garden, and meadow land. A most enviable site, the residence of a gentleman's residence, or for numerous smaller villas and a fishing or boating hotel, to which the position is pre-eminently suited. Vendor's solicitor, G. WILKINSON, Esq., 10, Tokenhouse-yard.

ST. LEONARD'S-ON-SEA, Sussex.—A most substantial brick-built Freehold Dwelling-house, in capital repair, pleasantly situate and being No. 73, Margaret's-place, opposite St. Mary Magdalen Church, and immediately adjacent to Warrior-square, St. Leonard's, the most fashionable place of resort on the south coast. Vendor's solicitors, J. R. S. Mincing-lane, E.C. WILLIAM LOVEGROVE, Esq., 5, South square, Gray's-inn, W.C.

IN SUSSEX by order of the Executors.—Valuable Freehold Estate, known as *St. Peter's Farm*, situate at Battle, comprising a comfortable residence and 60 acres of highly fertile land abutting on railway station. Vendor's solicitors, J. H. ATTER, Esq., Stamford; C. SHEPPARD, Esq., Battle.

WEDNESDAY, JUNE 23, and following day.

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VOL. XLVII.—No. 1363.

To Readers and Correspondents.

ONE WHO IS ABOUT TO ENTER HIS ARTICLES.—No doubt. The list is given in this journal before examination.

Y. EASTLEY.—The LAW TIMES REPORTS were not in existence at that time.

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NOTICE.

The Nineteenth Volume of the LAW TIMES REPORTS is now complete, and may be uniformly and strongly bound at the LAW TIMES Office, price 4s. 6d.

THE Law and the Lawyers.

WE published last week a scale of costs under the Parliamentary Elections Act. We took this from our contemporary, the *Irish Law Times*, and we confess to some surprise in seeing its first publication in that journal. The letter below will show that our contemporary has blundered:

TO THE EDITOR OF THE LAW TIMES.
Common Pleas Office, Chancery-lane,
May 12, 1869.

Sir,—I have had my attention called to a scale of costs published in the LAW TIMES for the 8th May as the "Scale of Costs under the Parliamentary Elections Act 1868." I beg to inform you that no scale whatever has been either issued or settled.—I am, your obedient servant,

JOHN GORDON.

The Officer appointed under the Act.

It will be observed that the judgment of the Court of Queen's Bench in *Leveson v. The Queen* reduces the status of the Aldermen of London to that of being mere dummies ornamenting the Central Criminal Court. On turning, however, to the State Trials by Howell, vol. 19, p. 674, we find that on the trial of ELIZABETH CANNING for perjury, the aldermen then present asserted their right to interfere in the proceedings of the court, and on Chief Justice WILLES proposing to transport the prisoner for seven years, Alderman Sir JOHN BARNARD moved that the punishment should be only six months' imprisonment, on which a *poll* was taken, and the question decided by a majority of eleven, including six judges and the recorder, against eight aldermen. This case should have been brought to the notice of the court on the late occasion; but as we hear that another writ of error is about to be applied for to carry the proceedings into the Court of Exchequer Chamber, it most probably will be brought before the Judges of that court, and ultimately taken to the House of Lords.

THE Government Bill for the establishment of county financial boards has been submitted to the House of Commons. It proposes to constitute a board to conduct the finances of the county, of members elected by the unions and magistrates who will sit *ex officio*. In fact, the plan of the highway boards has been adopted, with this only difference, that the election will be by the unions and not by the parishes. The financial business of the counties will be separated from the judicial business which will proceed as at present. The measure appears to have been well received on both sides of the House. Indeed, the experiences of the highway boards have satisfied all who have taken part in them, that the magistrates and the representatives of the parishes can work together with perfect harmony and mutual respect, to the great advantage of the community.

WASTE LANDS IN THE COUNTY COURTS.

WE publish to-day a most important and opportune judgment on the rights of lords and commoners on waste lands delivered by Mr. STONOR, judge of the Chertsey County Court. Before noticing the decision itself, we may remark that the case strongly evidences the capacity of the Judges of the inferior tribunals to deal with

questions hitherto tried in the Superior Courts, and shows also the extent of the new labours which have been imposed by the Act of 1867. And we make this observation for the purpose of putting forward the claim of the Judges to increased remuneration. We have it on authority that the number of writs issued in the Superior Courts has decreased by one-third since the passing of the Act of 1867. The cases, which this number of writs represents are, in all probability, cases of greater importance than had ordinarily found their way into the County Courts, and in addition we have to remember that numerous cases are now sent down by the Superior Courts to the County Courts. The salary of a County Court Judge ought to bear such a proportion to the salary of a puisne judge, as the labours of the one bear to the labours of the other.

The judgment of Mr. STONOR on the question of waste land and the power of inclosure, is the more important from the fact that the learned Judge was long well known as a conveyancer, and also gained a reputation by his decisions as Chief Commissioner of the West India Encumbered Estates Commission, which on one occasion drew forth the well-merited encomium of Lord KINGSDOWN in delivering a judgment of the Privy Council (*Fraser v. Burgess*, 12 Moo. P. C. Cas. 314.) And, in his capacity as a County Court Judge, he has given several admirable judgments, which have been reported at length in the *County Courts Chronicle*.

In the case to which we are now referring two trespasses were charged by the lord of the manor; the one trespass being the entering and passing over a certain close in exercise of an alleged right of way; the other, the destruction of a fence in vindication of alleged common right of pasture and turbary. The first question decided was not new, namely, that a grant by the lord of the manor and inclosure by the grantee of a portion of waste land of the manor could not destroy a right of way acquired by prescription. The second question was whether the grantee of the lord of the manor could, by custom, enclose a portion of waste land on which common rights of pasture and turbary existed. Of course the doctrine which applies to the grantee applies, *a fortiori*, to the lord.

The first matter to be considered in all these cases is, concerning the customs of the particular manor. There are two things which a lord may do with the waste; (1) grant copyholds with the consent of the homage, in accordance with the custom of the manor; and (2) approve under the Statute of Merton. The former right can very rarely be exercised to the detriment of the commoners, because the homage, representing in many instances all the tenants of the manor having common rights on the waste, might withhold its consent if those rights were in any way threatened. The right of approvement is the one which has to be feared, and is that which will in all probability prove fatal to the plaintiffs in *Hoare v. Wilson*. On the evidence, Mr. STONOR inclined in favour of the custom giving the lord power to make grants of portions of the waste, and he expressed the opinion "That, having regard to the limitation in quantity, the saving of sufficient pasture and turbary, and the consent of the homage being required in respect of all grants, it is likely to prove beneficial to those directly interested, and also to the public."

It will be seen from what has been said that Mr. STONOR's decision was a decision of fact rather than of law. It did not in any way touch the important question whether the existence of a right of turbary effectually checks the lord's power to enclose. From the valuable work of Mr. ELTON we are led to conclude that a notion which has long prevailed, that rights other than those of pasture would, where existing, limit the lord's power under the Statute of Merton on the ground that they extend over the whole waste, is exploded. He cites (p. 230) *Peardon v. Underhill*, 16 Q. B., where common of turbary was claimed over a piece of rocky ground in a large moor, where no peat had ever been found. It was held that the jury were not to speculate upon the chance or possibility of peat or turf growing in that place, and that the proper inference from the user as proved was that there had been a grant to take fuel, the right being confined to the parts containing or likely to contain it. "The principle here expressed," says Mr. ELTON, "applies to all rights of common except pasture."

The one point which remains undecided is, subjects of common right besides pasture existing on a heath, and there being few commoners, whether the commoners can claim to have the whole heath left open in order that they may not be debarred from exercising their rights on any part of it. The probability is that this question never will be judicially decided, the difficulty of proving customary rights becoming greater every year.

THE RESPONSIBILITIES OF ATTORNEYS.

ATTORNEYS are responsible in two ways, to the court and to their clients. Each kind of responsibility has been illustrated within a very short period, the first in the Irish case upon which we commented a fortnight since, and the second in the case of Mr. HAYNES, whose pecuniary relations with the convict LEVERSON, have been the subject of an investigation and report by Master MANLEY SMITH, and adjudication in Mr. HAYNES's favour by the Court of Queen's Bench.

It is somewhat to be regretted that the proceedings against Mr. BARRY, in Ireland, for an alleged contempt of court, have terminated without any judicial exposition of the law relating to contempt by attorneys, and the proper mode of punishment. But one important doctrine was laid down, namely, that a contempt of court may be committed by an attorney, for which he may be punished as an attorney, although the act be done not in the presence of the court, and not in his character of attorney. This doctrine is rather more startling than that which follows, and which is that there is inherent in every court power to originate proceedings punishing contempt committed against itself. Speaking of the objection taken by Mr. BARRY's counsel, the court said: "The first objection made by him was that the court could not of its own motion, in the absence of a complainant, originate proceedings, or take any action in respect of any contempt, however gross, unless committed in the presence of the court. We cannot adopt this doctrine. We are of opinion that if any contempt of court has been committed by anyone, whether in the presence of the court or not, the court have jurisdiction to originate proceedings to punish such contempt." Nothing is here said about the manner of punishing such contempt; not a word is said as to the power of the court to suspend an attorney from practising for such an offence. Therefore the sole question for consideration is whether the court should have jurisdiction over an offence which they would have no power to punish if it were committed by a non-professional person. The society of the attorneys and Solicitors of Ireland have in meeting expressed in a resolution the opinion "that if any judge or court of law or equity has the jurisdiction or power to proceed in a summary manner against an attorney or solicitor as such on a charge or allegation unconnected with the practice of his profession, it is desirable that such an unconstitutional power should no longer exist, and that we must petition against it or proceed in such a manner as is most likely to have it abolished."

No one can say for a moment that such a power ought to be given to any body of men, however eminent and however high they may be above any imputation of being affected by passion or prejudice. The relation existing between attorneys and the courts is a relation purely professional. They are accountable to the court for all professional malpractice; and it would be as absurd for a court to punish an officer for an offence in no way connected with his office as it would be to interfere in the affairs of his household. We trust that we shall hear no more of such an assumption of authority.

Now, as regards Mr. HAYNES. That gentleman seeks commiseration at the hands of the Profession. For our part, we are inclined to sympathise with him to the extent that we consider that he was very unfortunate in becoming concerned in the affairs of an utterly illiterate and, we may now say, unscrupulous woman. Any solicitor might be pitted for having business relations with a person unable either to read or write, but who nevertheless had sufficient ingenuity to deceive and cajole the public. But beyond this we cannot go when we look at the last paragraph of Mr. MANLEY SMITH's report, which runs thus: "I cannot conclude this report with

out remarking that had Mr. HAYNES's books been properly kept, the difficulties which would have arisen in adjusting the accounts between him and Mrs. LEVERSON would not have occurred, and much valuable time would have been saved." In justice to Mr. HAYNES we will here mention the charge, which wholly failed, namely, that, having large sums of money in his possession, he conspired with others to get her wrongly convicted when he was instructed and acting as her attorney for the defence. This is emphatically denied by Mr. HAYNES; and Mr. MANLEY SMITH reports, that "no corroborative evidence was produced in support of this part of the charge against Mr. HAYNES, though Mrs. LEVERSON seemed to be under the impression that every one was conspiring against her. I, therefore, do not think it necessary to report further upon it."

Except, therefore, in respect of the misfortune first alluded to we do not see that Mr. HAYNES stands in need of commiseration. He has been acquitted of every charge by the Court of Queen's Bench, and stands unprejudiced in the eyes of the Profession and the public.

ADMIRALTY JURISDICTION OVER FOREIGN SHIPS.

It is most important to the preservation of peace between maritime countries that the jurisdiction of the courts of one country over the vessels and crews of the other should be well understood, and it is perhaps more important still in a humbler way as a matter of everyday practice. It is established by decision that the Admiralty Court has jurisdiction over claims by foreigners serving on board foreign ships, but at the same time the exercise of this jurisdiction is discretionary with the court, and if the consent of the representative of the government to which the vessel belongs is withheld, upon reasonable grounds being shown, the court may decline to exercise its authority. In *The Nina*, 17 L. T. Rep. N. S. 391, it was decided that in this respect each case must depend upon its own circumstances.

The Act of 24 Vict. c. 10, by its 10th section in express words gave power to the court to entertain a suit by "any" seaman of "any" ship for wages earned by him on board the ship. In the above case it was discussed whether this section overrode the rule of court which said that "in a wages cause against a foreign vessel, notice of the institution of the cause shall be given to the consul of the State to which the vessel belongs, if there be one resident in London, and a copy of the notice shall be annexed to the affidavit." Sir Robert Phillimore held that the section of the Act cited did not take away his discretion. He said, "I hold that I have the same discretion as my predecessor in this chair possessed in suits of this description. I am sure that it is most expedient, upon grounds of international comity, that the court should possess this discretion." And he adds, "It is no unfrequent cause of complaint on the part of foreign States that the law of England does not in general accord, in British ports, to foreign consuls that reasonable authority in mercantile transactions between the seamen and masters of their own ships which is almost invariably accorded to foreign consuls by the law of other States." His general ruling as above stated the learned judge qualified by the remark which we have referred to, that each case must depend on its own circumstances. "I do not say," he observes, "that this court will never entertain a suit of this kind without the sanction of the foreign consul."

So far as regards wages suits. Now as regards collision on the high seas. This is illustrated by the case of the *Scotia*, arising in the United States District Court, and reported 20 L. T. Rep. N. S. 375. In that case an American ship was sunk in a collision at sea with a British steamer, and it appeared that the ship had not the regulation lights set which are required by the British and the American statute alike, but had one, which hung on her anchor-stock on her starboard bow; that although she had made several changes of her course, she made none after her light was seen from the steamer, but her course was crossing that of the steamer; that the steamer, seeing the single white light, supposed it to be the masthead light of a steamer at a much greater distance than the ship actually was, and accordingly ported her helm, and the vessels came in collision.

This was decided against the steamer by the

general laws of navigation, but we propose to direct attention to the acknowledged doctrine that in a suit in our Court of Admiralty between a British and an American ship, the Court will not apply British statute law to the case unless required by such statute to do so; and that it will not apply the statute laws of the two countries, even when shown to be alike, unless required by British statute law to do so.

The points made by the libellants was that the *Scotia* being a British steamer could not avail herself of a municipal statute of the United States to convict an American vessel of a tort committed on the high seas; that the questions in controversy must be determined without reference to the municipal law of either the United States or Great Britain, and solely according to the general maritime law; that the regulations adopted by the two Governments severally for the guidance of their respective vessels, cannot bind a vessel of either nation as against a vessel of the other nation, until such regulations are adopted as international, and placed beyond the power of being changed by either nation without the consent of the other. In the judgment delivered by Judge Blatchford, there is a very able summary of the decisions on this important point. In the case of the *Dumfries*, 1 Swa. 63, Dr. Lushington in a suit between a Danish and British vessel, in respect of a collision on the high seas, decided that the ordinary nautical rules must apply. This decision was followed in the *Zollverein*, at p. 96 of the same volume, where Dr. Lushington held that whilst the foreign ship was bound by the general maritime law, it could not make the British ship amenable to British statute law. And this learned Judge expressed a similar opinion in the case of the *Saxonia*, 1 Lush. 410, where he said, "when a British and foreign ship meet on the high seas, the usual rule is, that the statute is not binding. Clearly it is not binding on the foreigner, and if it were considered binding on the British vessel, the British vessel would manifestly be under an undue disadvantage. I believe the practice of applying the maritime law to such cases has been followed universally up to the present moment, and I hold such to be the law." This view is ratified in other cases, and what the general maritime law is, we are told by Mr. MacLachlan, p. 268. He says: "Between foreigners, or between a British and a foreign ship, when such cases of collision on the high seas are brought into the English Court of Admiralty, the only rules of navigation that can be appealed to are those usages of the sea generally known and customarily observed by the ships of various nations on the high seas. A foreign vessel, therefore, will not be allowed to set up the British rules, in order to show nonobservance of them by a British ship that has been in collision with her, for they are not mutually binding, so as to be available for a British ship against a foreigner."

Then we have to suppose that the disadvantage referred to by Dr. Lushington, as affecting the British ship, if British law had been held binding upon it, in the *Saxonia*, is common to both vessels. That is to say, we have to suppose a case where the law of the countries to which two colliding ships respectively belong is the same. There does not appear to be any authority for saying that a foreign vessel sued by a British vessel can, by reason of the above circumstance, be taken out of the general maritime law and placed within the municipal law of the two countries; whilst there is a decision of Dr. Lushington to the contrary in the *Wild Ranger*, 1 Lush. 553. That case went to the extent that a British statute not made applicable to a foreign ship could not be made to extend to it by reason that the country of the foreign ship had a similar law. The importance of this point is much diminished by reason of the orders in council, which have directed that the regulations agreed to by all the most influential maritime countries shall apply to all such countries, the same being named. According to our law, therefore, the distinction between foreign and British ships, as regards regulations respecting navigation, lights, and fog signals, is limited to ships of those countries which have not given in their adhesion to the terms of the 58th section of the British Act of July 29, 1862, as respects such regulations, or whose adhesion has not been signified by an order in council. The vessels of all countries which have been declared by an order in council to have given in their adhesion to the British regulations respecting navigation, lights,

and fog signals, are treated in all respects, in the courts of Great Britain, like British vessels.

It may be useful to note here, that the countries which, in addition to the United States, have given in their adhesion to the regulations are the following: Austria, the Argentine Republic, Belgium, Brazil, Bremen, Chili, Denmark Proper, the Republic of the Equator, France, Greece, Hamburg, Hanover, the Hawaiian Islands, Hayti, Italy, Lubeck, Mecklenburg-Schwerin, Morocco, the Netherlands, Norway, Oldenberg, Peru, Portugal, Prussia, the Roman States, Russia, Schleswig, Spain, Sweden, Turkey, and Uruguay. These Orders in Council were published at various dates, from Jan. 13th, 1863, to Feb. 6th, 1866. All the countries named, except Denmark, Greece, the Hawaiian Islands, Schleswig, and the United States, adopted the regulations in 1863.

The effect of the adhesion of the above countries to the British regulations is, as stated in the judgment in the *Scotia* case, to make those regulations the law of the sea. And it is the duty of a Court of Admiralty to enforce those rules as such, and not as municipal or statute law.

DISMAYORING.

We are compelled to coin a new word to describe a new process, and following precedent in the case of disbarring, where a man called to the Bar is removed from it, we adopt the phrase *Dismayoring*, to describe the act of removing an elected mayor from his office.

Seeing that mayors are of very venerable antiquity, that there are a great number of mayors, that they are chosen by popular election, and that men of all opinions, religious and political, are not merely eligible, but elected in fact, it is as extraordinary as it is creditable to the people who choose, and the men who have been chosen for this office, that no provision has yet been found necessary for the removal of a mayor for misconduct, not positively criminal. Under certain circumstances a mayor may cease to be such, but neither has there existed, nor has there been required, any process by which a mayor might be removed by external authority. The Mayor of Cork would have been the first who had so offended as to call for a special *ex post facto* law for his removal. He would have had an Act of Parliament all to himself. His name would certainly have lived in history, when all but some score or so of his contemporaries had been forgotten. If nothing more, he would have secured present notoriety and future immortality. May it not be feared that the example will be more likely to attract than to deter?

The difficulty is undoubtedly great. It was necessary to do something, but the prudence of the determination what to do may be reasonably questioned. Upon one point there can be little hesitation; the Bill should have been general in its provisions, and not limited to the particular case of the Mayor of Cork. If what Mr. O'SULLIVAN has done required his removal from his office, as all are agreed, like acts would require the like removal of other mayors. A general measure subjecting mayors to removal, on an *ex officio* information by the Queen's Bench, for any misconduct which the court might hold to deserve such a penalty, and making it retrospective in the special instance of the Mayor of Cork, would have remedied a real defect in the law, and have met the special case of Mr. O'SULLIVAN as it deserved, without giving him the importance which unfortunately would have made the Government Bill of Pains and Penalties more of a glory than of a shame.

The Mayor of Cork has anticipated the action of the Legislature by resigning his office. For this he may fairly claim the gratitude of the Government. Opinion was rapidly growing that even his offence, great as it was, did not justify so unconstitutional a proceeding as punishment by an *ex post facto* law. The Bill, backed by the whole strength of the Ministry and its devoted following, would probably have been carried in the Commons, but it would certainly have been rejected by the Lords, one of whose noblest functions it is to protect the liberties of the subject and to interpose between the impulses of a passing public anger and the objects of it the calmness of that more statesmanlike temper which considers

permanent results rather than the gratification of present passions.

But, although the suspended Bill was unadvised and unconstitutional, the conduct that gave birth to it has revealed a grave defect in the law, which it would be desirable to remedy, as soon as decorum will permit, by some such means as we have suggested above.

COPYRIGHT IN DRAMATIC INCIDENT.

We have, in the April number of the *American Law Review*, a case illustrating the law of copyright, and for the first time establishing a property in incident. It was an application in equity for a provisional injunction to restrain the defendants from the public performance and representation of a scene called the "railroad scene," in the well-known play of "After Dark." From a non-legal point of view this case is also interesting, as apparently convicting Mr. Boucicault of plagiarism in a matter where he made originality his particular boast. The scene alleged to be pirated was taken from an American play entitled "Under the Gaslight." This scene, as most of our readers are probably aware, consisted in the rescue of a person from the railroad a moment before a train passes across the stage. To this incident the plaintiff attributed the success of his piece, which was performed for eight consecutive weeks in New York. Mr. Boucicault having adapted the incident, and placed the scene underground instead of on the surface, reaped great profits by its representation in England; but, not contented with this, he sent copies of his play to the defendants for sale and performance in the United States. This sale and performance it was sought to restrain.

The preliminary question raised was whether such a scene as that mentioned could be a dramatic composition within the United States Act of 1856, which provides that any copyright thereafter granted under the laws of the United States, "to the author or proprietor of any dramatic composition, designed or suited for public representation, shall be deemed and taken to confer upon the said author or proprietor, his heirs and assigns, along with the sole right to print and publish the said composition, the sole right also to act, perform, or represent the same, or cause it to be acted, performed, or represented, on any stage or public place during the whole period for which the copyright is obtained." This question elicited a careful explanation from Blatchford, J., who delivered judgment. "A composition, in the sense in which that word is used in the Act of 1856," he says, "is a written or literary work invented and set in order. A dramatic composition is such a work in which the narrative is not related, but is represented by dialogue and action. When a dramatic composition is represented, in dialogue and action, by persons who represent it as real, by performing or going through with the various parts or characters assigned to them severally, the composition is acted, performed, or represented; and, if the representation is in public, it is a public representation. To act, in the sense of the statute, is to represent as real, by countenance, voice, or gesture, that which is not real. A character in a play who goes through with a series of events on the stage without speaking, if such be his part in the play, is none the less an actor in it than one who, in addition to motions and gestures, uses his voice. A pantomime is a species of theatrical entertainment in which the whole action is represented by gesticulation, without the use of words. A written work consisting wholly of directions set in order for conveying the ideas of the author on a stage or public place by means of characters who represent the narrative wholly by action, is as much a dramatic composition designed or suited for public representation as if language or dialogue were used in it to convey some of the ideas." Consequently, he held that the "railroad scene" was a dramatic composition within the Act.

The analogy which is then detected between a dramatic and an harmonious arrangement of musical notes, such as was dealt with in *D'Aubaine v. Boosey*, 1 Y. & C. 288, will be at once obvious, and it will be useful if remembered by English readers. In that case, the plaintiffs, proprietors of the copyright of an opera of Auber's, and also of another copyright of the airs of the same opera, filed a bill in equity to restrain the defendant from infringing such copyrights. The defendant had published several of the airs, with some alterations

in the shape of quadrilles and waltzes. The Court pronounced a judgment, which Blatchford, J., quoted; and that judgment having been subsequently adopted with the highest approbation by an American Judge (Nelson) it is now of the greater importance. Referring to the admitted facts which we have named, Lord Lyndhurst said, "Piracy may be of part of an air as well as of the whole; and, in the second place, admitting that the opera consists of the whole score, yet if the plaintiffs were entitled to the whole, *a fortiori*, they were entitled to publish the melodies which form a part. Again, it is said that the present publication is adapted for dancing only, and that some degree of art is needed for the purpose of so adapting it, and that but a small part of the merit belongs to the original composer. That is a nice question. It is a nice question what shall be deemed such a modification of an original work as shall absorb the merit of the original in the new composition. No doubt such a modification may be allowed in some cases, as in that of an abridgment or a digest. Such publications are in their nature original. Their compiler intends to make of them a new use; not that which the author proposed to make. Digests are of great use to practical men, though not so, comparatively speaking, to students. The same may be said of an abridgment of any study; but it must be a *bona fide* abridgment, because if it contains many chapters of the original work or such as made that work most saleable, the maker of the abridgment commits a piracy. Now it will be said that one author may treat the subject very differently from another who wrote before him. That observation is true in many cases. A man may write upon morals in a manner quite distinct from that of others who preceded him; but the subject of music is to be regarded upon very different principles. It is the air or melody which is the invention of the author, and which may, in such case, be the subject of piracy; and you commit a piracy if, by taking, not a single bar, but several, you incorporate in the new work that in which the whole meritorious part of the invention consists. . . . Now it appears to me, that if you take from the composition of an author all those bars consecutively which form the entire air or melody, without any material alteration, it is a piracy; though, on the other hand, you might take them in a different order, or broken by the intersection of others, like words, in such a manner as should not be a piracy. It must depend on whether the air taken is substantially the same with the original. Now the most unlettered in music can distinguish one song from another, and the mere adaptation of the air, either by changing it to a dance, or by transferring it from one instrument to another, does not, even to common apprehensions, alter the original subject. The ear tells you that it is the same. The original air requires the aid of genius for its construction, but a mere mechanic in music can make the adaptation or accompaniment. Substantially, the piracy is, where the appropriated music, though adapted to a different purpose from that of the original, may still be recognised by the ear. The adding variations makes no difference in the principle."

In view of this decision and the decision in the American case of *Jollie v. Jacques* (Blatch. C. C. 618), it would have been extremely difficult to come to the conclusion that a dramatic incident could not be the subject of copyright. It was well remarked by the learned Judge that the adaptation of the series of events constituting the railroad scene to different characters, who use different language from the characters in the original play, is like the adaptation of the musical air to a different instrument, or the additions to it of variations, or an accompaniment. "A mere mechanic in dramatic composition," he adds, "can make such adaptation; and it is a piracy if the appropriated series of events, when represented on the stage, although performed by new and different characters, using different language, is recognised by the spectator through any of the senses to which the representation is addressed, as conveying substantially the same impressions to, and exciting the same emotions in the mind, in the same sequence or order." Consequently the adaptation of the "railroad scene" to Boucicault's play was held to be an infringement of the plaintiff's copyright, and the injunction asked for issued.

It follows from the above that a pantomime may be the subject of copyright.

LUGGAGE LAW.

THERE was an amusing discussion in the Queen's Bench on Monday upon the meaning, legal and popular, of the term "luggage." A passenger by train had chosen to carry with him a rocking horse. The entire weight of his luggage, horse included, was within the allowance for luggage. The railway charged carriage for the rocking horse, alleging that it was not "luggage," a claim which Mr. HUDSON disputed, and hence the action, which was originally tried in the County Court, whence it was taken by appeal to the Queen's Bench. The question for the decision of the court was, "What is luggage?"

Mr. Justice HANNEN referred to a dictionary, and found the definition there to be "anything cumbrous and difficult to carry, of more weight than value." This would admit the rocking horse, but it would exclude much that is now universally looked upon as luggage. Clearly the compiler of the dictionary was thinking of the strict meaning of the word, with reference to its etymology, and not of the popular use of it. Mr. Justice LUSH inquired if a sportsman, who might undoubtedly carry his gun as luggage, might not also carry the game he has killed? Mr. WILLS, for the company, admitted that he might do this, but he might not carry a barrel of beer, or a sack of potatoes. Mr. Justice HAYES cracked a joke about the requirement of a horse box. Mr. Justice LUSH put the case of a cradle, a perambulator, or a bedstead, to which the answer was that much would depend upon size. Mr. Justice HANNEN suggested a large picture in its frame, or a great bath; but these are illustrations *ab inconvenienti*; a bath may be luggage, though very troublesome to carry; it is the fashion with some travellers to convert their baths to use by fitting a cover, and filling them with clothes, &c. Then the contention was to restrict it to articles for personal use, but it was fairly answered, may not a man carry with him a salmon, or a brace of trout, or a barrel of oysters, or a hamper of wine or books, or a multitude of other things of the like nature? Mr. Justice HANNEN suggested that the rule might be for a passenger to carry anything which passengers usually carry, as being required for personal use and accommodation on a journey. This definition would include a bath, but exclude a rocking horse or a cradle. But suppose the passenger to be a lady with an infant, would not the cradle be required for personal use and accommodation? True, that the learned Judge adds the condition of the requirement being for use "on the journey," which would exclude a cradle and many other things; but then it would exclude also a multitude of things which every passenger carries beyond the necessary quantity, or of another kind from such as the mere journey would justify. This definition will not hold water. Ultimately the court came to the decision that a definition was difficult; that none suggested had been perfectly exhaustive; they would not restrict it to articles required for personal use; but they held that it might fairly be limited to such articles as are usually carried by passengers, and which would consequently exclude the rocking-horse.

Surely a very vague definition; more vague than any that was suggested and rejected. Imagine a porter at a railway station called upon to determine whether an article is such as passengers usually carry; or a litigant passenger disputing his decision before a jury, who must be directed to determine upon argument and evidence what things are ordinarily carried by railway passengers.

LAND LAW REFORM.

THE Land Law question is assuming in Ireland a very practical position. The people are taking it into their own hands, and shooting the landlord who presumes to demand his rent, and the master who ventures to discharge his servant. Mr. BRIGHT tells us in his place in Parliament that he is prepared with a measure that will put an end to the present reign of terror, by the process of redistribution of the land, now massed in the hands of a few large owners, among the peasantry in a multitude of small holdings. He is careful to add that his scheme contemplates the giving to the tenants without unjustly taking from the landlords, and there is, consequently, a great desire to learn how this seeming contradiction is to be accomplished. The Irish peasantry interpret it in the manner most agree-

able to themselves, and verily believe that Mr. GLADSTONE purposes, under Mr. BRIGHT's inspiration, to confiscate the property of the Protestant landlords, as he has confiscated that of the Protestant Church, and divide it among the Catholic tenants. They are so imbued with this belief that in many parts of the country the tenants are making preparations to take possession as owners, and bargaining by anticipation for under-tenancies; for what the Irish peasant means by possession of land as owner is, not that he shall cultivate his own freehold, but that he shall let it to a still poorer man, and be himself a proprietor. It is scarcely possible that the Government can satisfy such expectations, and the disappointment of hopes so highly wrought will doubtless be followed by a more formidable outbreak than has been yet witnessed. The Government has been exhorted, under these circumstances, to make a candid statement of their intentions, so that hope and fear may cease to be excited by fanciful anticipations. But they plead that the Church Bill is as much as they can undertake in a session, and they persist in silence until next year. Nothing more is known of their designs than that they have not yet adopted, for they have not consulted as a cabinet upon, the redistribution scheme of Mr. BRIGHT. But as the mind of that very able man dominates over the feebler minds of his colleagues, there can be little doubt that, as he prevailed with the Church, so he will with the land; that both will be treated on the same principle of confiscation with compensation.

Nor will the process be so difficult as many may suppose. There is already a precedent for it. It is daily performed in the cases of railways and public improvements. The Lands Clauses Consolidation Act is the engine by which this work is done. Land is wanted for the undertaking, and power is given to the promoters to take it, even against the will of the owner, the company paying the value as assessed by an arbitrator or a jury. The law protects the interests of owners under disability, as infants, *cestui que trusts*, and such like, by holding their shares of the purchase-money. It is an arbitrary, and in many instances an unjust law; but it is necessary that individual whim, covetousness, or even convenience, should not impede the public good.

We have no doubt that Mr. BRIGHT has in his mind something of this same kind of dealing with land for the purpose of creating peasant proprietors. He would probably compel landowners to sell the land to their tenants either on payment of an assessed value, or by quarterly or annual payments after the manner of building societies. It would be an extreme measure for the law to sanction, and it would not end with the particular cases that provoked it. Some men would certainly follow the example for worse purposes. But in itself and by itself it would not be very alarming, or, at least, not quite such a novelty as it appears to some persons. This is doubtless the design of Mr. BRIGHT.

The next scheme of land law reform, and at present the most popular, is that which is called *fixity of tenure*. The meaning of this is plain enough. It is a claim by the present tenants to convert their tenancies into freeholds, charged with a groundrent, which would be sheer robbery. Yet it is this, and this only, that is desired by the tenants, or that will content them.

SAYINGS AND DOINGS OF THE COURTS.

[CONTRIBUTED BY THE REPORTERS OF THE SEVERAL COURTS.]

ROLLS COURT.

The past week has produced the following cases deserving of notice:—

Re The Metropolitan and Provincial Bank (Limited), ex parte Carnegie, was an application by Mr. Carnegie, formerly the manager of the bank, for leave to prove under the winding-up for the sum of 1150*l.*, which he claimed under the following circumstances:—In March 1865 Mr. Carnegie was appointed manager of the bank for three years, at a salary of 1500*l.* a-year and a percentage on the profits. At the end of 1866 some changes took place in the constitution of the bank, and soon afterwards his services as manager were dispensed with, though he continued to be

employed for some time in a different capacity. He claimed 3250*l.* as a compensation for the loss of his situation, and for his services after he ceased to be manager. The bank having refused to pay this sum, he brought an action against them, and the bank thereupon paid 1000*l.* into court. The matter was then referred to an arbitrator, who awarded 1100*l.* in addition to the sum already paid into court. Mr. Carnegie then took out the present summons, thinking that the arbitrator had not sufficiently considered his claim for remuneration for the loss of his situation. His Lordship said that he was of opinion that Mr. Carnegie's claim in respect of the loss of his situation was one of the matters of difference which had been referred to the arbitrator, and that it was covered by the award. The summons must therefore be dismissed. Upon the evidence before him, his Lordship did not think that Mr. Carnegie's services, after he had ceased to be manager, were deserving of any remuneration.

Norris v. The Caledonian Insurance Company was a suit instituted by the legal personal representative of the late John Sadleir, praying that the plaintiff might be declared to be entitled to an absolute lien on certain moneys in court, for premiums paid by the plaintiff and the late John Sadleir in respect of a policy of which the moneys now in court were the proceeds. The policy was granted in 1840 by the Caledonian Insurance Company, to one Richard Lalor, to secure 4999*l.* 19*s.*, on the lives of three persons, and was assigned to John Sadleir, in 1850, by Lalor's administratrix, as security for a debt of 900*l.*, due by Lalor. In 1863, on the expiration of the last life in the policy, the sum of 4716*l.* 5*s.* 9*d.* (being the policy money less certain sums for costs, &c., which they were by order of the court entitled to retain) was paid into court by the Insurance Company. In addition to the plaintiff, there were several claimants of the fund in court, who were made defendants to the present suit. They were Mr. and Mrs. Kenny, who were judgment-creditors of Lalor, and disputed the validity of the assignment of the policy to Sadleir; the Tipperary Joint Stock Bank, now in process of winding-up, whose official manager declared that the debt, to secure which the policy had been assigned, was due to the bank and not to Sadleir, and that the bank was therefore entitled to the benefit of the security; and Vincent Scully who claimed under an equitable assignment of the policy. The plaintiff claimed a lien on the fund in court in priority to all these claimants for what John Sadleir and he, since Sadleir's death, had paid in premiums to keep on foot the policy, with interest thereon, at 6*l.* per cent., which is the Irish rate of interest. His Lordship said that the assignment of the policy to Sadleir was not void, but at most only voidable, and that Mr. and Mrs. Kenny could not now set it aside after nearly twenty years' acquiescence. The Tipperary Joint Stock Bank was also too late in making its claim. All proceedings should be stayed as to the claims of those defendants. As to the question of priority between the plaintiff and Vincent Scully, his Lordship said that he would consider it and give his decision next Term. He should, however, give only 5*l.* per cent. interest on the amount expended in premiums, and not 6*l.* per cent.

Tidball v. Walker was a suit for the administration of the estate of William Walker, who died in 1843, having by his will, dated the 17th Nov. 1842 given all his property, real and personal, to trustees upon trust for his wife during her life; and as to his real property he declared it to be his will that after the decease of his wife the rents and profits arising therefrom should be equally divided between his children, share and share alike, in half-yearly payments, and that the share or shares of such of his children as might die leaving issue should go to such issue, and in default of issue such share or shares should revert to the surviving children. On behalf of a second son of a deceased son of the testator, it was contended that the wife gave only life interests to the testator's children and that he was entitled to a share in his father's share. His Lordship said that the gift of the rents and profits carried the freehold, and that the husband at-law of the deceased son was consequently entitled to his share.

Baskcomb v. Beckwith was a suit instituted by vendor and his mortgagees for the specific performance of a contract entered into by the defendant in May 1867 for the purchase of a house a ground situate at Chislehurst. The premises question were part of the Manor House estate which was put up for sale by auction in lots May 1867: the lot purchased by the defendants comprised the Manor House, and the rest of the estate was divided into building lots. The contract was signed, and after many requisitions title was accepted, the only question now in dispute between the parties being the construction of one of the conditions of sale, which contain certain restrictions as to building by the vendor it being provided, amongst other things, that public-house should be erected on the estate.

vendor contended that this restriction affected only the lots comprised in the sale, but the defendant contended that it extended to the whole of the vendor's property, and in particular to a plot of land at the corner of the Croydon-road, which belonged to the vendor, but was not comprised in the sale. The vendor intended to build a public-house on this land, and as it was within 120 yards of the lot purchased by the defendant, his purchase would be much depreciated in value by the erection of the public-house. The defendant consequently refused to complete the purchase, whereupon the plaintiffs filed their bill for specific performance. On behalf of the defendant it was argued that this was a case of mistake; the plan annexed to the conditions of sale did not show that the plot of land in dispute belonged to the vendor, and if the purchaser had known that it belonged to him, and that it was his intention to erect a public-house on it, he would not have entered into the contract, to enforce which this suit was instituted; the purchaser ought therefore to be relieved from his contract, as it was entered into under mistake. At the conclusion of the argument his Lordship reserved judgment, saying that he would read the evidence.

Re Smith, Knight, and Company (Limited) was a motion on the part of the liquidators of this company that Adolphe Hakin, who had been served with a subpoena to attend and be examined before William Morris, Esq., the special examiner appointed in this matter, for the purpose of examining and cross-examining witnesses in the winding-up of the company by order, dated the 27th May 1868, but had refused to attend, might be ordered to attend and be sworn and examined before the special examiner, or in default thereof might stand committed to Whitecross-street Prison. Hakin, formerly a shareholder in the company, was alleged to have transferred out of his name into that of one Sutton, his clerk, 644 shares, upon which about 32,000*l.* was due to the company, and it was alleged that Sutton was resident in France, out of the jurisdiction of the court, and that there was no chance of the company getting anything from him in respect of these shares. Under these circumstances the liquidators considered it of great importance to have the fullest cross-examination of Hakin, before the question of his liability to be placed on the list of contributories was brought on for decision. Accordingly on the 10th April last notice was given to Messrs. Thomas and Hollams, Hakin's solicitors, to produce Hakin before the special examiner on the 13th April. In reply they said that they were not aware of any order appointing a special examiner, and they declined to appear before him. The liquidators then caused a subpoena to be served upon Hakin, and as he still refused to appear before the special examiner, the liquidators now moved that he might be ordered to attend, or be committed. It appeared that Mr. Morris had been appointed, on an *ex parte* application, special examiner for taking the evidence generally in the winding-up of the company. On behalf of the liquidators it was contended that it was the usual practice in winding-up cases to appoint a special examiner all at once for the whole winding-up, and that the court had jurisdiction to make the appointment. Hakin had disregarded the order of the court, and ought to be ordered to attend before the examiner, or be committed. His Lordship said that he could not make the order asked for. He was not aware that it was the usual practice to appoint a special examiner all at once for the whole winding-up, and he considered it a highly improper practice. If the parties agreed the court was in the habit, upon evidence that the examiner of the court could not hear the matter in time, to appoint a special examiner chosen by the parties; but the court would not appoint anyone to be special examiner to whom any of the parties had a reasonable objection. Hakin was justified in not going before a special examiner to whom he had not consented. After hearing counsel for Hakin on the question of costs, his Lordship decided that the costs should come out of the estate.

COURT OF QUEEN'S BENCH.

In *The United States v. Tait*, which came before the court on the 8th inst., a question arose as to the allowable character of certain interrogatories which the defendant sought to have answered by the plaintiffs, or some officer on their behalf. The defendant, Sir Peter Tait, is an army clothier, who had received from the Confederate States of America a certain quantity of cloth to be made up into uniforms for their soldiers; and the present action was brought by the United States, as having succeeded to the property of the Confederate States, to recover the value of the cloth. The defendant exhibited twenty interrogatories, which he sought to have answered by the plaintiffs. They related to the constitution of the United States and of the separate States comprised in the Union, and to the chief events connected with the late war, such as the duration of the *de facto*

government of the Confederate States and the belligerent rights accorded to them. There were also interrogatories relating to the authority of Gen. Titus to make contracts in London on behalf of the plaintiffs. The question of the admissibility of the interrogatories had come before Justice Mellor, at chambers, who, on account of its importance, referred it to the court. Mr. Mellish, Q. C., with Mr. Cohen, argued against the relevancy of most of the interrogatories, and the propriety of asking a sovereign State to answer questions as to its power over, and its right to subdue, portions of its territory which revolt from it. Mr. Brown, Q. C. and Mr. E. Jenkins, on the other side, argued in support of the propriety and relevancy of the interrogatories. The court (consisting of Lord Chief Justice Cockburn, Mr. Justice Lush and Mr. Justice Hannen) allowed the interrogatories comprised under the three heads of—(1) when the *de facto* government of the Confederate States came to an end; (2) how long the United States treated the *de facto* government of the Confederate States as existing; and (3) as to the authority of the plaintiffs' agent, Gen. Titus, to make contracts on their behalf. The interrogatories are to go to the American consul at Liverpool, who has been in this country from the beginning of the war; and if his answers are insufficient, the matter is to be brought before the court again.

In *Bignell v. The London and South Western Railway Company*, which was argued on the same day; a question arose as to the liability of railway companies as carriers of cattle. The plaintiff, on the morning of the 21st March 1868, which was a Saturday, proceeded to a fair at Odiham, and told the station master at Winchfield, the station nearest to Odiham, that he should want two trucks to take home cattle that afternoon. The station master told him he feared that he might not be able to get them, but would do his best; and he did in fact telegraph to two different stations for trucks to be sent to Winchfield, and also sent notes by the guards of the up and down trains to the station masters down the line to send trucks if they had them. The plaintiff having bought some cows and calves at the fair, came with them to the station in the afternoon, but no trucks had arrived, and the cattle were left at the station, where they remained until trucks arrived on Monday morning, when they were sent on. By the company's conditions two days' notice should be given of intention to send cattle from any station. The jury at the trial found that there was negligence on the part of the railway company in not getting the trucks, and in leaving the cattle exposed during the time occupied in getting them. A rule having been obtained for a new trial on the ground that there was no evidence of negligence on the part of the company, Mr. Prentice, Q. C., and Mr. Warton, showed cause against it, Mr. Pollock, Q. C., and Mr. Ormerod, appearing in support of it. The court, without calling on the counsel for the defendants, made absolute the rule for a new trial, on the ground that the railway company had done all in its power, and that there was no negligence on their part.

The indispensable theory that every one is presumed to know the law was reluctantly upheld by the Court of Queen's Bench, on Monday last, in *Moore v. Rose*. This case was one of peculiar hardship, for the plaintiff had suffered, and the defendant will now have to suffer, for a want of "legal knowledge." The facts were shortly these: Mrs. Moore, the plaintiff, after her husband's death cut down a few trees upon a Devonshire estate, in which she had a life interest. This showed an ignorance of real property law, to correct which the brother of the deceased husband filed a bill in Chancery against her. Ignorant of equity procedure the unfortunate woman failed to answer, and was therefore committed for contempt to Exeter Gaol. Finally, suffering from a want of knowledge of the statute law, she remained in prison long after the time when she was entitled to be discharged, by virtue of 11 Geo. 4 & 1 Will. 4, c. 36. But when the Lord Chancellor had been applied to, and she was at last set free, she found that she was not alone in her *ignorantia juris*; her gaoler had been equally unaware of the above-mentioned Act, which cast a duty upon him of liberating her after a given time. So she brought an action of false imprisonment against him, and obtained a verdict awarding her substantial damages. A rule *nisi* to set aside that verdict having been granted, it was now argued. Mr. Powell, Q. C. (Mr. Anderson with him) maintained the liability of the gaoler, while Mr. Huddleston, Q. C. and Mr. Buller contended that the action would not lie. The question principally turned upon the 5th subsection of sect. 5 in the statute above referred to, which provides, "That if the defendant, under process of contempt for not appearing or not answering, be in actual custody, and shall not have been sooner brought to the bar of the court under process to answer his contempt, the plaintiff, if the contempt be not sooner cleared, shall bring the defendant, by a *habeas corpus*, to the bar of the court within thirty days from the time of his being actually in custody, or

detained (being already in custody) upon process of contempt, and if the last day of such thirty days shall happen out of term, then within the four first days of the ensuing term;" and in case any such defendant shall not be brought to the bar of the court within the respective times aforesaid, the sheriff, gaoler, or keeper," &c. "*in whose custody he shall be shall thereupon discharge him out of custody without payment by him of the costs of contempt, which shall be payable by the party on whose behalf the process issued.*" For the governor of the gaol it was argued that the action was out of time, being barred by the 4 Geo. 4, c. 64, s. 75 (Prisons Regulations Act); that the action was brought in trespass instead of in case; and that it should have been against the sheriff and not against the gaoler. The court (consisting of Mr. Justice Lush and Mr. Justice Hannen) held, that the Prisons Regulation Act did not apply; that the 11 Geo. 4 & 1 Will. 4, c. 36, s. 15, dealing with the gaoler as an independent officer having duties of his own prescribed by the statute, and not as an agent of the sheriff, cast a duty upon him to discharge out of custody at the end of a specified time, and that his not doing so was the subject of an action of trespass. The rule was therefore discharged.

On the same day the question whether a rocking-horse, weighing 78lbs., standing on a flat surface, and about 44in. in length, is "personal luggage" of a traveller on a line of railway was solemnly argued for some hours on appeal from the decision of the judge of the County Court of Derbyshire in the case of *Hudston v. The Midland Railway Company*. The regulation of the company allowed first class passengers 112lb., second class 100lb., and Government passengers 56lbs. of "personal luggage only (not being merchandise or other articles carried for hire or profit) free of charge," all excess of luggage to be charged for according to distance. The County Court judge held that rocking-horse was not personal luggage within the foregoing regulation, and against this decision the appeal was brought. Mr. Macnamara argued in support of the appeal; Mr. A. Wills (with whom was Mr. J. C. Carter) on behalf of the railway company. The court (consisting of Justices Lush, Hannen, and Hayes) affirmed the judgment of the County Court judge, and held the rocking-horse not to come within the category of "personal luggage." They acknowledged the difficulty of giving any precise definition of "personal luggage," but thought that those words must be taken to refer to such things as a traveller usually or ordinarily carries with him on a journey.

In *Godard and others v. Gray*, which was partly argued on the same day and continued on Tuesday, an important question arose as to the effect to be given to a judgment of a foreign court against English subjects resident here. A charter-party entered into in this country gave a French firm at St. Nazaire (the plaintiffs in the present action) the right to a ship for three voyages, and they had it for one only. The charter-party contained the following clause: "The penalty for non-performance of the agreement—estimated amount of freight," which was 8900 francs. The French Court of First Instance gave the plaintiffs double that amount, *i.e.*, 17,800 francs for the two voyages lost. On appeal by the defendants to the Imperial Court at Rheims, the sum awarded to the plaintiffs was reduced to the amount of freight for one voyage, *viz.*, 8900 francs. To recover that amount, the present action was brought on the French judgment. Mr. Brown, Q. C. and Mr. Finlason appeared for the plaintiffs, and argued that the defendant having appeared before the French court, and prosecuted an appeal from the judgment of the inferior court, it was not open to him now to object to the jurisdiction of those courts, and that there was nothing in the judgment itself which should induce an English court to refuse to enforce it. Mr. H. Shield (with whom was Mr. Manisty, Q. C.) for the defendant, contended that as the contract was made in England, by English subjects not resident or domiciled in France, the French courts had no jurisdiction; and that if they had they had wrongly applied the English law in awarding the full amount of the penalty named in the charter-party, and therefore that their judgment should not be enforced in this country. The court reserved its judgment.

On this day the court delivered judgment in the case of the writ of error brought by Mrs. Levenson (otherwise Madame Rachel), who was convicted some time ago, at the Old Bailey, before Mr. Commissioner Kerr and an alderman. Error had been assigned on three different grounds—(1) that two commissioners being necessary to constitute a court for the trial of indictments at the Central Criminal Court, the same alderman was required to sit with Mr. Commissioner Kerr throughout the trial, if it lasted for several days, and not a different alderman on different days; (2) that as only one court was provided by the Act, there was no power to divide the court, and sit in different chambers; (3) that by virtue of the County Courts Act 1867, which converted the Sheriffs'

Court of the City of London into a County Court, Mr. Commissioner Kerr has ceased to be a commissioner, and was incompetent to act as a judge under a commission of oyer and terminer. The court considered that the first ground of error was the only one that presented any difficulty, but that even it was untenable. The commission under which the Central Criminal Court was held was one of oyer and terminer, and the language of the Act constituting the court was the same as that used in the commissions of oyer and terminer, under which justice had been administered for centuries, and so the Act must be read by the light of the procedure which had so long obtained, by which on circuit such commissions had been held under a single judge and represented on the record as taking place before the other judges sitting under the commission, the trial being considered to take place constructively before the whole body acting under the commission. On this ground the presence of an alderman in addition to the single judge was not required, and it was unnecessary that a second judge should sit with Mr. Commissioner Kerr. On one point the Lord Chief Justice differed in opinion from the other members of the court; he thought that if a second judge were necessary that judge must be the same throughout the trial, else the cause could not be said to have been "inquired of" and "heard" by the judges by whom it was "determined and adjudged." The other members of the court were of a different opinion; but all agreeing on the former point, viz., that a second judge was unnecessary, judgment was given for the Crown on that ground of error. As to the other two grounds of error, the court were unanimously of opinion that the trials at the Central Criminal Court could take place in different chambers; and that the authority of the judges of the Sheriffs' Court to sit as judges of the Central Criminal Court had not been taken away by the County Courts Act 1867. So that judgment has been given for the Crown on all points, and nothing remains for Madame Rachel but to work out her full term of imprisonment, unless a court of error (before which there is some talk of bring the matter) should come to a conclusion different from the unanimous decision of the Court of Queen's Bench.

COURT OF EXCHEQUER.

In the case of *Walker v. Cory*, which was argued on Saturday, May 1 and Tuesday, May 4, a number of points of law of considerable interest and complication arose, including a point of practice which calls for notice as being one of no little importance. The action was for demurrage earned under a charter-party of a somewhat unusual character. The charter-party provided for a voyage from Swansea to Dieppe with a cargo of coal, and allowed a certain number of loading days, and if these were exceeded for a certain rate of demurrage. But it was further agreed that the charter should last a year, during which the ship should continue making voyages between the same places, and a stipulation was contained in the margin stating that the demurrage should be ascertained at the termination of the charter-party, when the number of days for which demurrage was due was to be ascertained upon the average of the voyages taken. It was admitted that this meant that if the charterer exceeded the given time for loading on one occasion, but loaded in less than the given time on another occasion, the days by which he fell short of the time on the latter occasion should be set-off against those by which he exceeded it on the former, and so on a similar principle with all the voyages he might take during the year. The principal question which arose between the parties was as to the construction of the word "termination" in the charter-party, and it arose under these circumstances:—It appeared that after taking a certain number of voyages the ship was prevented by a continuation of unfavourable winds from prosecuting her voyage under the charter-party, and the shipowner, finding he was losing considerably by the delay, begged the charterer to cancel the charter-party; the charterer refused to do this. The shipowner had subsequent communications with the charterers' broker, who wrote him a letter on Nov. 30th, saying that he might make a voyage to some port in the north, for which the wind was favourable, on his own account, provided that afterwards he made a voyage under the charter in place of the present voyage. Subsequently the broker wrote to him again, saying he might make a voyage to the north, without making it good under the charter-party. The ship accordingly went on a voyage to the north, and was lost through stress of weather. The broker professed to have authority for writing these letters, but the defendants denied that such was the case. It was contended at the trial on the part of the defendants, the charterers, that the charter-party had not terminated within the meaning of the word "termination" used therein, and therefore no demurrage had become payable, and that if it had,

it was determined by the wrongful act of the plaintiff in going a voyage not under the charter-party, the broker having no authority to license such an infringement of its terms. The learned Chief Baron, who tried the case, left the question to the jury whether the broker had authority to license the deviation. The jury found that he had. The Chief Baron, however, directed a nonsuit, reserving leave to the plaintiff to move to enter a verdict for himself for the amount of demurrage. It was now on the argument of the rule contended for the defendants, that the termination of the charter-party meant its termination in the natural course of things by effluxion of time, and did not include an unforeseen termination by loss of the ship, and that it was intended that the liability to demurrage should be determined by the average number of days occupied in loading over the whole number of voyages to be made in a year. The court, however, were of opinion that the meaning of "termination" of the charter-party included its termination by the loss of the ship, and that therefore the plaintiff would become entitled to have the demurrage ascertained and paid upon the loss of the ship. They therefore thought the nonsuit must be set aside. The defendants' counsel thereupon contended that the findings of the jury were against the weight of the evidence on the question of the broker's authority, and that, in the absence of such authority the plaintiff having deviated had wrongfully determined the charter-party, and could not by the subsequent loss of the ship become entitled to demurrage. The rule must therefore be made absolute for a new trial; not to enter a verdict for plaintiff. The plaintiff's counsel objected to this, on the ground that the defendant ought to have moved a cross rule for a new trial within the first four days of term; to this it was answered that the verdict not being entered for plaintiff, but a nonsuit, there was nothing to move against. It was contended, however, by plaintiff's counsel that defendant ought at least to have given notice within the first four days of his intention to raise the point that the findings were against evidence. The court were of opinion that the court could not be bound to enter a verdict for the plaintiff if the effect would be that such verdict would be against the weight of the evidence. They therefore directed the counsel for the parties to argue the question whether the finding of the jury was against evidence, and upon hearing their arguments, postponed judgment, strongly recommending a settlement under the peculiar circumstances of the case.

In the case of *Courtauld v. Legh*, a question arose on Thursday, the 6th inst., as to the right to bring error upon the decision of the Court of Exchequer on a special case. It will be remembered that the case raised an important question as to the right to access of light under the Prescription Act to an unoccupied house, and the court gave judgment in favour of the plaintiff. Upon this judgment the defendant took proceedings in error: these proceedings were set aside at chambers, and from the decision at chambers the defendant now appealed to the court. It appeared that the special case had been stated by an arbitrator under an order of reference. The order of reference provided that the action should be referred to an arbitrator, and that, if required by either of the parties, he should state a special case for the opinion of the court, and that judgment should be entered upon the case according to the opinion of the said court; it further provided that neither the plaintiff nor the defendant should bring or prosecute any action or suit either at law or equity against the arbitrator, or bring any writ of error, or prefer any bill in equity against each other, or of concerning the matters so as aforesaid referred. The case was stated pending the reference, and the decision of the court having been given, an appointment was obtained before the arbitrator to proceed with the reference: the defendant stated that he intended to bring error, and the further proceedings before the arbitrator were postponed to enable the question whether the defendant was entitled to bring error to be settled. The defendant's counsel now contended that error might be brought. The case was within the Common Law Procedure Act 1854, which provided for error on a special case. The order of reference provided for two distinct objects, and was to be construed as if these objects had been provided for by separate instruments. One object was merely the statement of a special case by an arbitrator in the ordinary way, upon which it was clear error might be brought. The other was the assessment of damages and the determination of what should be done to settle the questions at issue between the parties. It was provided that judgment should be entered upon the case, and the provision against bringing error in the order of reference, was only a common form introduced in all such cases, and was never intended to prevent the parties from questioning the decision of the court upon any point of law which the arbitrator might raise for the opinion of the court, but only to prevent the

decision of the arbitrator himself on matters within his jurisdiction from being questioned. Chief Baron Kelly was of opinion that all the order of reference meant was, that the arbitrator might raise a question for the opinion of the court, for his guidance in determining the case; it did not contemplate a judgment of the court in the strict technical sense of the word. A judgment in a special case in the usual course was final, whereas this was merely a preliminary step, and the decision of the arbitrator was to be final. There was no judgment upon which error could be brought. Baron Bramwell said that it was clear there was no final judgment on which error could be brought. It did not even follow the ultimate determination of the arbitrator would be in favour of plaintiff. Even if there were a judgment, the agreement as to bringing error would be in the way. The rest of the court concurring, the rule to rescind the order setting aside the proceedings was discharged.

In the case of *Pelly v. Harding*, cause was shown on the part of the defendants against a rule calling on them to pay certain sums of money, pursuant to the award of an arbitrator. The case was one of considerable intricacy, but it appeared that the substance was briefly this. The defendants were the Liquidators of Overend, Gurney and Co. (Limited), and the action was for commission alleged to have been earned upon the charter of three steamships which had belonged to Overend and Co., called the *Queen of the South*, the *Mauritius*, and the *Golden Fleece*, to the Government for the Abyssinian expedition. The action was referred, and an undertaking given by the defendants to pay the sums found due within a fortnight, and the arbitrator found certain sums to be due for commission to Capt. Pelly, but the defendants objected to pay these sums on the ground that Capt. Pelly, who had for a considerable time previously to the liquidation been the registered owner of the ships as trustee for Overend and Co. had received sums of money on account of the ship's earnings equal to the sums found to be due to him. It appeared, however, that Pelly had made considerable disbursements on account of the ships. Chief Baron Kelly said that the rule must be made absolute. The plaintiff might have just cause for not considering himself indebted at all to the estate of Overend and Co. Baron Martin said that he had done all he could, and he hoped with some little success, for nineteen years to prevent excuses being made for not performing awards. In times gone by the making of an award in favour of either party was only the signal for all sorts of capacious proceedings on the part of the other to set it aside. The learned judge was happy to say that of late years the setting aside of awards had greatly ceased. There was one class of awards which he was especially anxious to support if possible. Briefs were often delivered to counsel in cases wholly unfit to be tried at Nisi Prius, and pressure was put on counsel to refer. Counsel were frequently obliged to put pressure on a client reluctant to refer, and then it was very hard that afterwards, when the award was made, there should be all sorts of technical objections and delay. He did not see where a reference had been made on the express understanding that the money found due by the arbitrator should be paid within a certain time, that an answer could be set up to an application for payment that some previous claim or other existed against the plaintiff. Baron Bramwell was of the same opinion. He thought that anything that would be a plausible defence to an action on the award would also be an answer to an application to the summary jurisdiction of the court. If the defendants could have shown facts that would have amounted to a defence on the ground of legal or equitable set-off to an action, he for one should not have been inclined to grant the application; but he thought there was no set-off in law, because the money due was due to the bankrupt estate of Overend and Gurney. There was no equitable defence because the defendants had undertaken to pay in a fortnight with knowledge of the facts. Under these circumstances the rule must be made absolute.

The case of *Merrall (app.) v. The Ecclesiastical Commissioners for England* (resps.) was a case on appeal from the decision of the judge of the County Court of Westminster, which raised a nice and, as the Lord Chief Baron observed in the course of the case, a very important, question. It was an action by the commissioners to recover a sum of 25*l.* for dilapidations in respect of certain premises held by the defendant of the plaintiffs, in which, on its trial before the County Court judge and a jury, the plaintiffs got a verdict for 15*l.*, whereupon the defendant appealed. The facts were that the defendant became tenant of the premises to the plaintiffs under certain articles of agreement, dated 26th June 1863, for a term of three years from 25th March 1863, at a rent payable quarterly, with a stipulation that the tenant was to put and maintain the premises in tenable repair, &c. The said agreement was executed in duplicate, one part being signed by

the surveyors of the plaintiffs, through whom the letting was arranged, and the other part by the defendant, but neither part was sealed with the corporate or common seal of the commissioners. The defendant entered and held the premises under the agreement for the term therein mentioned, and he held over for two years afterwards, paying the reserved rent up to the 25th March 1868, when his tenancy was determined by a notice to quit. The defendant contended that the plaintiffs, as a corporation, had no power to lease except by deed under their common seal, and so the agreement was void as not being under seal, or, at all events, was evidence only of a yearly letting, on such terms as were applicable to a yearly tenancy, which the stipulations as to repairs were not, and he claimed a nonsuit. The judge ruled that the defendant, during the time he held over, from Lady Day 1866 to Lady Day 1868, was tenant from year to year, upon such of the terms of the agreement as were applicable to a yearly tenancy, and he left it to the jury whether, upon the evidence, the defendant had or not complied with the stipulations as to repairs, who found for the plaintiffs for 15*l*. The questions were, whether the judge should have nonsuited the plaintiffs, and whether he had misdirected the jury. The case was argued before the full court of the Exchequer on two days, Mr. Anstie, for the appellant, contending that the plaintiffs should have been nonsuited. No tenancy except, at most, a tenancy at will was created, and no action but for use and occupation could be maintained. The corporation was not bound by the agreement, and so there was no mutuality and no binding contract, and consequently no action lay. The defendant did not get what he bargained for. Mr. Gates, *contra*, for the commissioners, argued that, even conceding the agreement to have been void originally, yet, the defendant having gone in and held for three years under it, and having held over for two years afterwards at the same rent, the cases showed that he held over as tenant from year to year on the terms of the agreement. A number of cases and authorities were cited on both sides, both at common law and in Chancery, and the Ecclesiastical Commissioners Acts, 6 & 7 Will. 4, c. 77, s. 1, 5, c. 37, s. 6, and 13 & 14 Vict. c. 94, ss. 7 and 8, were referred to. At the conclusion of a long argument the court (Chief Baron Kelly, and Barons Bramwell, Pigott, and Cleasby), gave judgment unanimously in favour of the plaintiffs (the respondents), and held that they were entitled to retain their verdict; and they were of opinion, following the decision of the Court of Common Pleas in the case of *Wood v. Tate*, 2 Bos. & Pul. N. R. 247, that the defendant (the appellant), held over as tenant from year to year on the terms of the written agreement, though the latter was void as a lease for want of the common seal of the commissioners.

In *Nash v. Hawkins* Mr. Murphy, on the part of the plaintiff, moved for a rule calling on the defendant to show cause why the plaintiff should not be entitled to his costs in this action, to be taxed by the master. It was an action for malicious prosecution and false imprisonment, to which the defendant had pleaded a justification, and at the trial, before Baron Martin, at the last Summer Assizes for Hertfordshire, the plaintiff got a general verdict on both counts, with 5*l*. damages, his Lordship telling the jury that if they believed the defendant, there was reasonable and probable cause for giving the plaintiff into custody; and his Lordship declined to certify for costs. [Baron Martin.—I remember that at the time I thought the verdict was wrong.] The action was commenced in June 1868. After the passing and coming into operation of the County Courts Act 1867 (30 & 31 Vict. c. 142), the 34th section of which provides, that in any action founded on tort, commenced in a Superior Court after the passing of the Act, where the plaintiff recovers not exceeding 10*l*., he shall not be entitled to any costs of suit, unless the judge shall certify on the record, &c., or unless the court or judge at chambers shall, by a rule or order, allow such costs. It was an action that could not be brought in the County Court. Being asked to explain the delay in coming to the court, Mr. Murphy said that the plaintiff was poor, and had been advised, in order not to have so many rules pending on the same point, to wait the decisions in two other cases raising the same question, namely, first of *Gray v. West*, in the Queen's Bench, in which case was shown on the 16th Nov., and judgment only given on the 28th Jan. last, 20 L. T. Rep. N. S. 221; L. Rep. 4 Q. B. 175; and then, *Croven v. Smith*, in this court on the 27th April last only, 20 L. T. Rep. N. S. 400. Chief Baron Kelly (Barons Martin, Bramwell, and Cleasby concurring) said, "Is not your delay very unreasonable? you should have moved within the first four days of Michaelmas Term, or if not then, at least within a reasonable time. Here eight months have been allowed to elapse before any application is made. We cannot entertain it, and your rule must be refused."

A discussion on a point of practice raising the

question whether or not it is competent for the same counsel to move twice on the same day, occurred in this court to day (Friday, 7th inst.) in a case in which Mr. H. James, who had previously moved and obtained a rule in *Johns v. The London and South-Western Railway Company*, again rose in his tub to move, whereupon Mr. Baron Bramwell said, "Can we hear you Mr. James? I think it is contrary to the practice of the court for the same counsel to move twice on the same day. I well recollect when I was at the Bar attempting to do so, and being severely, but not unkindly, rebuked by Lord Wensleydale for so doing. The case I refer to is *Hollis v. Hoscacon*, reported in 19 L. J. 269, Ex., in which, after a discussion upon the question of practice, this court then decided that it was well to adhere to the rule as then established, except only in the case of motions for new trials." Chief Baron Kelly asked what was the date of that case, and on hearing that it was in 1850, said he hoped the court had grown wiser in the interval, for he could not himself see any good or use in so absurd and arbitrary a rule, and for his own part he was willing it should be abolished and to hear Mr. James's motion. Mr. Baron Martin said he thought the old rule was wholesome and necessary, and operated beneficially both for the public and the Bar. But for it a Scarlett or a Follett, if it were allowable for the same gentleman to move more than once on the same day, might shut out the rest of the Bar, and monopolise the court to himself the whole day. He hoped the old practice would be adhered to. Mr. H. James then said he believed the practice in the Queen's Bench and Common Pleas in this respect was at variance with that in this court, whereupon Mr. Denman, Q. C., as *amicus curiæ*, said that during three years in which he was a reporter in the Common Pleas, the same counsel was allowed to move more than once on the same day. Their Lordships then consulted the master, and inquiries were made of the other courts on the point; but eventually the matter dropped without any definite decision, and the rule of practice was left as it was before, Mr. H. James observing that he had no feeling one way or the other in the matter, and that he was quite content to move to-morrow.

BAIL COURT.

This court sat on the last three days of term. On Thursday, 6th May, there was an application of the ordinary character for a *mandamus* against the Mid-Wales Railway Company, in which Sir John Karslake, Q. C., and Mr. Macnamara showed cause against the rule, and contended that the appointment of an arbitrator in this case was void, the statutory formalities not having been complied with, and the question to be determined not having been defined in the order of reference. The court, however, said that the rule must go, as there were disputes respecting matters of fact, which could not be determined upon affidavit. Mr. Kemplay showed cause against an order obtained by Mr. Waddy in the case of *Irving v. Askeu*, calling on Mr. Ingham, judge of the Cumberland County Court, to show cause why he should not sign and seal a case agreed upon between the parties. The plaintiffs were the assignees of a bankrupt contractor for sewage works for a local board of health, under an agreement by which the bankrupt was to complete by a certain time, failing which the board were to be at liberty to take to any materials on the ground. The contractor made default, the defendants availed themselves of the above power, and the plaintiffs as assignees sued to recover the value of certain portions of plant, which as well as the materials the defendants had taken. The case was heard, and decided in favour of the plaintiffs, both as to plant and materials. The defendants then gave notice of appeal, and a case was settled by and between the parties for the judge to sign and seal. His Honour declined to do so, and the case stood over by successive adjournments for several months, when at length the judge observed that he thought, on looking over the agreement, that the plaintiff should have judgment for the value of the plant only, and that if this suggestion were adopted, there might be no necessity to appeal at all. As to what then took place, there was some slight conflict of testimony, but after going carefully through the allegations on each side, the court held that there had been no absolute refusal, to justify a rule which was in the nature of a *mandamus*, and discharged the rule with costs. A preliminary objection taken by Mr. Kemplay, that the case could not be heard, because the plaintiffs had not been served with notice of it, was overruled.

In *Reg. v. The Metropolitan Meat Market*, Mr. Alfred Wills (Mellish, Q. C. with him) admitted that a rule for a *mandamus* obtained by Serjt. Tindal Atkinson must be made absolute, directing the corporation of London to summons a jury to assess compensation; but as many questions of law would be raised, it was arranged that the whole matter had better be stated in a special case.

Re The Lapilla Pyrites Company, a rule *nisi* was obtained by Mr. Milward, Q. C., for setting aside an award.

Ex parte Littler. Mr. Harrington obtained a rule *nisi* for a rule calling on the vicar and churchwardens of the parish of Bloxwich, Staffordshire, to show cause why a *mandamus* should not issue, commanding them to hold a vestry for the election of parishioners' churchwarden. Notice of a vestry meeting, on Easter Tuesday, to elect a churchwarden, was given by posting a notice on the church doors on Good Friday. This was insufficient, as the combined effect of 58 Geo. 3, c. 69, s. 1, and 7 Will. 4, and 1 Vict. c. 45, was to require that notice should be given on a Sunday at least three clear days before the time appointed for holding the meeting, so that if a meeting were to be held on any day in the week earlier than Thursday, notice must be given on the previous Sunday week. In addition to this purely legal point, two others were made on behalf of the applicants. In the first place, it was said that the Bloxwich clock was not a very good one, and persisted in disagreeing, not only with the Greenwich time ball or the Shaksperian Shrewsbury clock, but with itself, as it would never strike the hours until the minute hand had got to five minutes past. The parishioners, however, were very indulgent to their clock's chronometrical frailties, and so, from time whereof the memory of Bloxwich was not to the contrary, they had been accustomed to give it "a quarter of an hour's law" before they began business. But last Easter Tuesday, there was an unwanted stir in the village. One section of the parishioners came up sharp to time, and forthwith a Mr. Robert Evans was proposed as candidate, whereupon the vicar reminded them of the clock and the custom, but the supporters of the churchwarden proximate refused to wait, and insisted that the election should take place without delay. They began accordingly, and not wasting much time in speechifying, they had nearly got their candidate elected when Mr. Littler, the applicant, rushed in and proposed Mr. Beley, "an old and tried servant" of the Bloxwichians, who had been their churchwarden on sundry previous occasions. There was a show of hands, at which Mr. Beley was beaten. His friend, the applicant, rushed out to take counsel with him; obtained his consent to go to a poll, and hurried back to the meeting to demand it, having been absent only two minutes. But those two minutes had sealed the fate of Beley and of Bloxwich. A resolution in favour of the new candidate was declared carried, and the vicar was actually entering it in his minute-book, when Mr. Littler got into church again, and demanded the poll. He was promptly told that he was too late; his demand was refused, and the anti-Beleyite was declared duly elected. Hence the present application, on which a rule was at once granted.

In *Reg. v. Selfe, ex parte Corderly and Samuel*, Mr. Underdown moved for two rules, calling on Mr. Selfe, the police magistrate, to show cause why two orders made by him should not be brought up to be quashed. The application arose out of some proceedings against the secretary of a benefit society, and involved a detailed examination of numerous Acts of Parliament, as to which Mr. Justice Mellor said it was a great pity they were not all repealed and re-enacted or consolidated. It was contended that the magistrate had acted without jurisdiction, and a rule *nisi* was granted.

Sundry cases were then withdrawn, struck out, or the rules enlarged; after which Mr. Francis Turner showed cause against a rule for a new trial in the case of *Chandler v. Solomon*, an issue sent down to be tried at the Croydon County Court. The action was to recover 28*l*. odd, the balance of an account for fitting up the Croydon theatre. The defendant paid 16*l*. into court, and the jury gave a verdict for the remainder. *McIntyre* supported the rule, and as it appeared that the judge was not satisfied with the verdict, the court somewhat reluctantly made it absolute, costs to abide the event, and the trial to take place in the County Court of Southwark.

On Friday, May 7th, several motions were made before Lush and Hayes, JJ. In *Reg. v. The Guardians of the Medway Union*, Mr. Barrow moved for a rule, calling upon two justices for the county of Kent to show cause why a *certiorari* should not issue to bring up a certain order. In 1844 a man named Dolan was convicted of vagrancy at Rochester, and sentenced to a month's imprisonment at Maidstone. While there he became, or was found to be, insane, and was removed to the county lunatic asylum, in which he has lived ever since, this unlucky instance of vigour against vagrancy having saddled the county with the burden of keeping a pauper lunatic for 25 years. The lunatic's place of settlement had never been discovered, and under 3 & 4 Vict. c. 54, s. 2 it was provided in such cases the county must bear the burden, but it was now contended that under 30 & 31 Vict. c. 12, s. 6, the obligation of supporting him was transferred to the city of Rochester, as the place where the prisoner was found com-

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the buildings should be erected at an expense of not more than 750,000*l.* Well, up to the present moment, 880,991*l.* 7*s.* 5*d.*, or nearly 900,000*l.*, had been expended upon land alone, and the commissioners stated the whole expense of purchasing land and erecting buildings would amount to no less than 3,200,000*l.* It appeared that additional land, which would cost 700,000*l.*, would have to be purchased for the Carey-street site, that the buildings to be erected would cost 1,574,000*l.*, the architect's commission would be 74,000*l.*, and furniture and contingencies would cost 150,000*l.* But the House would remember that the proposed expenditure of 3,200,000*l.* made no provision for approaches. With the exception of the Strand, the Law Courts, if built on the Carey-street site, would have no approaches worthy of the name. Every hon. gentleman who looked at the map with Carey-street marked upon it would see the Law Courts, if built on the Carey-street site, would be placed in a perfect hole, surrounded on all sides except by the Strand by mean buildings. His hon. and learned friend the member for Richmond, who made so able a speech in favour of the Carey-street site, admitted that approaches to it were necessary, but he threw the expense of making those approaches on the Metropolitan Board of Works, a duty which he (Mr. Layard) was quite sure no metropolitan member would for a moment accept. When he took the office which he now had the honour to fill, he found this state of things existing—that he was expected to bring in a Bill to acquire additional land which would cost about 700,000*l.*—that the House had acted upon representations which had turned out to be inaccurate—that vast expense was being incurred—that the proposed approaches to the Carey-street site could not be constructed for less than 1,000,000*l.* at least. He would venture to say that the Carey-street site would altogether involve an expenditure of about 4,000,000*l.* Well, he communicated with his right hon. friend the Chancellor of the Exchequer, and he found that he had come to exactly the same result on the financial question that he (Mr. Layard) had on the architectural question. They both felt that it was impossible to continue this enormous expenditure, and that the only thing to be done was to put a stop to it, at any rate until the House had an opportunity of considering the subject. It became his duty to look at the other schemes that had been proposed. One was that proposed by his hon. friend the member for Bath. By that scheme the courts were to be built upon the Carey-street site, and the offices of the courts upon the Thames Embankment. He found that the lowest estimate for that scheme was 2,720,000*l.* But there were many arguments against that plan. In the first place, he did not admit that all the offices proposed to be erected in connection with the law courts were necessary. Secondly, if there were any arguments in favour of dividing the offices from the Law Courts, the public convenience would be consulted by building the courts, instead of the offices, on the Embankment, leaving the offices to be erected on the Carey-street site. Consequently, that was a scheme which did not appear to him to be one which he could recommend to the House. The next scheme was the converse of that just mentioned, namely, the placing of the courts upon the Embankment, and the offices on the Carey-street site. There was the same objection as to the expense, which would be about three millions sterling, and there were a number of offices proposed to be erected on the Carey-street site which would not be necessary. Sir Charles Trevelyan's plan was the next plan, and no doubt it was very magnificent and comprehensive; but his views were considered rather visionary, and that rather interfered with the calm consideration of his plan. The great objection to his scheme was its very considerable cost. To obtain the whole site between the Strand and the Embankment, bounded on one side by King's College, and on the other by the Temple, would cost 3,250,000*l.*, but even that would be cheaper than the Carey-street site, and the approaches were nearly all formed; but he might have to add to that any loss on resale. There was a great mass of opinion in favour of Sir Charles Trevelyan's site. In a letter received from the Chief Baron, his Lordship stated that he and all the common law judges with whom he had been able to communicate, with a single exception, thought that the Thames Embankment site should be preferred. He (Mr. Layard) had an interview with all the barons of the Exchequer, and they unanimously desired that the Law Courts should be placed on the Thames Embankment. The Inner and Middle Temple had memorialised in favour of the Thames Embankment. Lincoln's-inn was in favour of Carey-street, but had not memorialised against the Thames Embankment, there being such a difference of opinion there on the subject. He denied that all the solicitors were in favour of the Carey-street site. A body of solicitors were certainly in favour of Carey-street, but a large body of solicitors from the east and west, north and south, were in favour

of the Thames Embankment. Another plan, recently suggested, would be acceptable to the solicitors and attorneys represented by the Law Institution, namely, to erect on the Carey-street site the Law Courts proposed to be erected on the Thames Embankment; but the plan he (Mr. Layard) was about to propose was a much cheaper plan than that one. They had paid nearly 900,000*l.* for the land in Carey-street; the erection of the courts would cost 1,000,000*l.*; and they must go to the expense of making approaches. (Hear, hear.) It became his duty to propose a plan that would meet the popular opinion respecting the Thames Embankment without involving the Government in the large expense attending all the schemes he had mentioned. He was quite prepared to bear the responsibility of having suggested the plan referred to by the Chancellor of the Exchequer, and it was proposed after much consideration. There is a street running parallel with the Strand and Embankment called Howard-street, near King's College, within a few yards of Essex-street, continued by small lanes. (Hear, hear.) It was the site for a complete block of buildings, bounded on the west by King's College, on the east by the Temple property, and on the south by the Embankment. A portion of the site was part of reclaimed ground, and the whole contained six acres. One advantage of taking the site would be that they would be saved from the necessity of purchasing an expensive frontage, and almost the whole of the block, with one exception, belonged to one landlord—the Duke of Norfolk. It was not, as alleged, a hole, but is one of the most commanding positions on that part of the Thames. The level of Howard-street was almost the same as that of the Strand, there being a little fall from the Strand to the end of Howard-street. Surrey and Arundel-streets had no doubt a considerable depression. It would be seen how the level could be made equal in Howard-street through the whole length of that street. On this space, containing six acres, they could erect eighteen courts, and all the offices necessary for those courts. He had gone into the whole scheme with Mr. Street, who had met him most honourably, showing that he was desirous to carry out his views, and entirely approved of them. In adapting his plan to the new site there was no necessity for altering the general arrangement of the offices. He proposed to erect near King's College, on the west, the courts of law; and at the east would be placed all the offices. The building would be on a line with Somerset House, and the terraces of the two buildings would be continuous. (Hear, hear.) There was a piece of reclaimed land on which it was proposed to erect the railway station, the approaches being ready, without any expense to the public; while, on the contrary, the Carey-street site had no approach from the east and west, and was surrounded by buildings that excluded the free circulation of the air. On the Embankment there was a railroad and the river, and it was accessible, not only from all parts of London, but from all parts of the country. The country solicitors might reach the courts without crossing a single street. It was accessible from the south by Westminster-bridge and the other bridges, and it was accessible from every part of London, east and west. He proposed to convert the terrace of Somerset House into a road to be used by the judges, from whence each judge would be placed upon the level of his court. Coming from the Strand, the judges would scarcely have to ascend any steps at all, whereas in the Carey-street site they would have to ascend forty steps, or from the Strand seventy or eighty steps, while the public would have to ascend 100 steps from the Strand. By having two blocks separate, one for the courts, the other for the offices, either of them could be extended when necessary. As regarded the expense, he had gone most carefully into it with Mr. Hunt, the surveyor, the adviser of the Board of Works. Mr. Hunt valued the land at 600,000*l.*, and he took 1,000,000*l.* as the outside of the cost of the building, so that the whole expense would not exceed 1,600,000*l.* Although estimates were very often exceeded, he thought there were good grounds for expecting that they would not be exceeded. The estimate of cost for the building on seven and a half acres of the Carey-street site was 750,000*l.*, though the addition of six acres added 600,000*l.* to the cost. He took 1,000,000*l.* as the cost of the building on the new site, and he undertook that it should not exceed that sum, and that not a sod of earth should be turned up until contracts for the erection of the building at that sum had been framed. The undertaking could be carried out without in any manner interfering with the traffic on the Thames Embankment, whereas he asked members to consider what the block of traffic in the Strand would be with such a building as the Law Courts in progress on the Carey-street site. It was ornamentation that ran away with the money in such buildings, but with a frontage on the Embankment little of this would be wanted. The great point would be to have grand and simple

proportions. (Hear, hear.) It was not the smallest recommendation of the new site in his eyes that here the space would be contracted—(ironical cheers)—so that there would be no temptation to throw away million after million, but it would be easy to extend it if it were required. It was said that by the change of site they must lose 500,000*l.* on the Carey-street ground; but he could assure the House that negotiations were at this moment in progress for the purchase of the site at the full price paid for it by the Government, not including the law expenses, and he was advised by Mr. Hunt not to be in any haste to close with the proposal, as there would be every chance of much more than recouping the amount already expended. With regard to the position of the railway station, if it were to be placed in the centre of the building, no doubt that would be very objectionable, and he had opened communications with the railway company, and found that an arrangement might be made for placing it at the end of Essex-street, which would be the most convenient situation that could be chosen. If they adhered to the Carey-street site, they could not commence building on it under a year, for they would have to acquire houses on the additional ground, and give notice to the occupants. At present there were no working drawings or elevations of the buildings in readiness, so that a full year would be required. What he proposed to do by the Bill was to proceed as if the notices had been given in November last. The Bill would be referred to the examiners, and the Standing Orders Committee, who would decide if it was a proper case for the suspension of the standing orders. When the Bill was read a second time, the steps necessary for the execution of the project would be taken by compulsory powers, limited to the 30th June 1870. He contended that this course would be more for the advantage of the owners and occupiers of land than any other that could be taken, as relieving them from the suspense and anxieties of delay. If the House assented to the Bill, they would be able to proceed without the loss of a single hour, though, in point of fact, the delay of a year in a matter of such exceeding importance was of little consequence. He believed that every single court, and all the dependent offices, might be erected on the six acres. As soon as an elevation was decided on he should have a model of the building constructed, so that it could be examined and criticised by the public. He was in favour of adopting for the building the Gothic style of architecture—not the ecclesiastical Gothic style, but that which the Italians had adopted for secular purposes. He believed, if the plan he proposed were adopted, the country would be provided with a magnificent building, and he therefore begged to move for leave to introduce the Bill. (Hear, hear.)—Sir R. PALMER said it was impossible for him, even at that late hour (a quarter to one o'clock), to remain silent after the speech the House had heard. It was necessary that some answer should be given to some of the statements made, and he gave notice he should take the sense of the House on this Bill on its second reading. (Hear, hear.) It appeared to him that no worse scheme, or one more calculated to mar a useful project, was ever submitted to the House than this—(hear, hear)—and no more unjust or uncandid remarks could have been made with respect to the recommendations of the Royal Commission. That commission represented all branches of the law; it had not exceeded its functions, or committed the House to the laying out of a farthing of money. He could conceive no more unjust or uncandid thing than to bring forward the views of the commission as a reason why the original scheme and site should be thrown over, and this increased expenditure incurred. Let the House recollect that on the Carey-street site they could have a block of six acres for the building, and land enough for two large streets at either side of it. Let the House recollect that it took four years to clear that site—that a large labouring population had been unhoused by that clearing, and that it involved an expense of 880,000*l.*, the annual interest of which was 42,500*l.*, and that they were going to turn all this over to please his right hon. friend. (Laughter.) He should call the attention of his right hon. friend, the Chancellor of the Exchequer, to an amount of 27,822*l.* paid to the firm of Roscoe and Field for costs, but of that, 23,381*l.* was for pure payments of money out of pocket. Then, again, 8925*l.* was paid for expenses of surveying other than that paid to Mr. Pownall, who was employed by Government. He thought it was a little hard upon the gentlemen whose names were so introduced to speak of that large amount as enormous, whereas if his right hon. friend had known the figures and facts more accurately he would have known there was not a particle of foundation for thus representing it. He did not think his right hon. friend would find that he would have to pay a smaller bill in regard to the Howard-street site. (Cheers.) His right hon. friend the Chancellor of the Exchequer said if one thing was more absurd than another, they

would have first to clear the north side of the Strand, and then the south side; but that was exactly what they were going to do. (Hear, hear.) And they were taking six acres without making the smallest arrangement for approaches; for in order to get the bare space of six acres they would go up to the Temple on one side, and King's College on the other.—Mr. LAYARD: No, no, no.—Sir R. PALMER: Oh, but yes, yes, yes ("Hear, hear," and laughter).—Mr. LAYARD: Essex-street would be formed into a street sixty feet wide.—Sir R. PALMER said they would have to take more land than they mentioned, or else take some from the site. Then they would advance to the very edge of the railway cutting, bringing it forward before the Temple Gardens considerably; and the Howard-street site presented a much worse level than Carey-street. It was suggested that the public would be able to come up the Embankment and railway. But the lawyers would not come that way. They would come from the north side, and there should be approaches from the north, those approaches being the same as would be necessary for the Carey-street site. All that was needed for the Carey-street site was an approach from Holborn, and that would be necessary for the present scheme. And could anybody believe that when it was carried out they would not have to widen the Strand? They were told on a former night that somebody had run down there from Lincoln's-inn in three minutes. (Laughter.) He tested this on Saturday, and found it took six minutes, which meant twelve minutes, for getting from court to chambers and back again, which was time enough to lead to such serious risk that a barrister would be kept dancing attendance all the time in these new courts. And therefore they would be, for some reason that he could not imagine, unless it was for ecclesiastical or Palladian architecture, inflicting great inconvenience on those who did business in those courts, and therefore on the clients. Barristers from Gray's-inn and Lincoln's-inn, and all coming from the north would all have to cross the Strand to get to the new site. And where were they going to erect this beautiful building? Down in what he would venture to call a hole, where it might be seen from the river or the Embankment, but which would be no ornament to the metropolis at large; whereas, if it were erected in Carey-street, it would be on a site where it might be seen from all sides of London. With regard to the opinions of judges and barristers, he knew the judges were not all in favour of the Embankment. Some persons might be, seeing that it would increase the value of their property. But there was no difference of opinion in Lincoln's-inn on the subject, to whose interests the new site if adopted, would be highly prejudicial. As to the solicitors, both provincial and metropolitan, he believed the whole of them were against the Embankment site. (Hear, hear.) They told him that the Profession, as a whole, was as unanimously against it as it was possible for any body to be against any scheme. (Cheers.) He would do all in his power to prevent this scheme being carried. (Cheers and laughter).—The CHANCELLOR of the EXCHEQUER said, as his hon. and learned friend in the whirlwind of his eloquence had said he would allow the Government to bring in this Bill, he would not enter into the numerous topics which had been broached, and which could be fully discussed on the second reading. For himself, he was calm on this subject. Whatever the House did, he hoped they would do that which was best for the public interests; that at any rate they would not consent to the enormous expenditure which was going on when he came into office. His hon. and learned friend had dealt rather severely with him. He had accused him of raising false issues, of being uncandid and unjust, and of a good many other things that he did not remember. The fault had been not so much in the original estimate as in the introduction, in 1868, of a Bill which was never discussed, which virtually gave to the commissioners an unlimited power of spending money for purposes for which the House had before granted only limited powers. (Hear, hear.) By the original resolution the expenditure was not to exceed 1,500,000. As to Messrs. Field and Co.'s bill of 27,000,000, he thought it was a grave error in the commissioners, who had appointed Mr. Field their secretary, to appoint the firm of which he was a member their solicitors. (Hear, hear.) When he came into office he found that an expenditure of 4,000,000, was contemplated by the commissioners. He felt that it was his duty not to give his assent to that enormous expenditure. He did not pretend to any judgment or taste in these matters, therefore he could argue them with good temper. If the House thought the Carey-street site was better than the Embankment site, let the courts be built on the Carey-street site; but he hoped they would not permit the enormous expenditure which was contemplated when he came into office.—Lord JOHN MANNERS said if a second Act was passed in 1866, the Government of the day, and not the commissioners, were responsible. [The

CHANCELLOR of the EXCHEQUER.—That Act was passed when the noble lord was in office.] (Laughter.) That might be, but the Act was introduced when Lord Russell was a member of the Government. And as to the appointment of the firm of Field and Roscoe as solicitors to the commissioners, the Government of the day was responsible for that appointment, because they must have assented to it. As to the main issue, he could only say that if the scheme now propounded were carried, the Government would become land jobbers on an enormous scale. (Cheers.) It appeared that the Carey-street site was to be sold in dribblets, and for years that part of the site which remained unsold would be a waste and a disgrace to Parliament. He believed the Carey-street was the cheaper of the two sites, and on the second reading he would cordially support the amendment of his hon. and learned friend.—Mr. GOLDNEY said that in introducing this Bill the Government were departing not only from principle but from fact. The main point was this, that the courts should be concentrated in a place accessible to all people who used them. He hoped before the second reading that the proceedings of the commissioners would be printed, from which it would be seen that every one of their acts was submitted to the Treasury. On what ground was the Carey-street site taken, except that it was deemed absolutely necessary for the public advantage to obtain it? If the Government sanctioned a departure from a plan so sanctioned, what confidence could be placed in any arrangement made by them? He hoped the plan before the House would be rejected by a large majority.—Mr. TITE thought the public would be gainers by the discussion that had taken place.—In reply to Sir G. JENKINSON, Mr. LAYARD promised that a correct plan should be furnished before the second reading.—Leave was then given to bring in the Bill.

JUDICIAL FUNCTIONS OF THE HOUSE OF COMMONS.

Sir J. ESMONDE gave notice that on Monday next he would ask leave to introduce a Bill to enable the House of Commons to examine witnesses upon oath.—Mr. W. M. TORRENS gave notice that on Tuesday next he would move the following resolution: "That, whenever any person shall have been duly called upon by order of this House to give evidence in support or in disproof of any allegation of fact set forth in a bill of disability or of pains and penalties, such person shall be examined upon oath, or upon such solemn affirmation as may be most binding upon his conscience."

THE EDMUNDS' SCANDAL.

Mr. BENTINCK asked the Secretary to the Treasury whether a copy of a paper entitled "The History of the Edmunds' Scandal," by Leonard Edmunds, was now on record in the Treasury, and, if so, whether he would lay the same on the table of the House.—Mr. AYRTON said it was true that Mr. Edmunds had written a letter to the Lords of the Treasury to say that he had the honour to enclose a copy of a paper entitled "The History of the Edmunds' Scandal," and to request that they would cause the same to be made a record of the Treasury. The Treasury was not exactly the place for recording everything that any person chose to send there, and, therefore, if Mr. Edmunds was anxious to have the paper presented to Parliament, he thought he had better choose some other channel than that office.—Mr. BENTINCK gave notice that at an early day after the recess he should call the attention of the House to the case of Mr. Edmunds, and should make a motion upon the subject.

THE BANKRUPTCY BILL.

The ATTORNEY-GENERAL, in reply to Mr. MORLEY, said that the Bankruptcy Bill was now ready, and he hoped it would be in the hands of members to-morrow or next day. In answer to the further question, he hoped to be able to go into committee on the Bill very early after Whitsuntide.

FIRE INSURANCE POLICIES.

Mr. H. B. SHERIDAN asked the Chancellor of the Exchequer whether it was intended by the Government Bill that those persons only who had renewed or effected fire insurance policies since the announcement of the Budget for periods extending beyond Midsummer, at which time the fire insurance duty is to cease, would be entitled to the rebate or drawback for the excess of duty so paid.—The CHANCELLOR of the EXCHEQUER.—This question depends on the 12th section of the Customs and Inland Revenue Act. That section provides for the case of persons who may effect any Insurances against fire after the 12th April, but is silent as to all persons making assurances before that date. They, therefore, would not be entitled to rebate.

COUNTY COURTS BILL.

Mr. NORWOOD, in moving the second reading of this Bill, said that its object was to alter the procedure in County Courts in order to remove the

very considerable hardship inflicted on plaintiffs by the present state of the law, which compelled them in an action for a claim under 50*l.* to go for redress to the County Court of the district where the defendant resided. An objection had been taken to his proposal by the hon. baronet the member for Reading on the ground that considerable hardship might be entailed on the defendant. He proposed now to remove any objection on that score by a proviso to the effect that where the defendant made affidavit that he had a good defence, and gave reasonable security for the costs, the case might be transferred from the district of the plaintiff. He begged to move the second reading of the Bill.—Sir F. GOLDSMID was of opinion that it would be quite sufficient for all purposes that the defendant should make an affidavit that he had a good defence without requiring him to give security for costs. (Hear, hear.) As notice of the clause had been given only last night, perhaps the best course to be taken would be to allow the Bill to be read a second time, and before it should go into committee ample opportunity should be given to the Attorney-General to consider whether the proposal of the hon gentleman was sufficient to protect the interests of the defendant.

—Mr. G. GREGORY was understood to say that to compel the debtor to give security was objectionable, and his simple declaration that he had a good defence ought to relieve him from the necessity of going a great distance from his home to resist what might be an unjust demand.—Mr. DENMAN would support the second reading in order that the Bill might be carefully watched and amended in committee. Whether it would be a good or a bad Bill would depend upon how it was shaped in committee. There were cases in which it was now a hardship for the plaintiff to have to follow the defendant all over the country; and, on the other hand, it would be a considerable hardship on the defendant—who was generally the poorer party of the two—to be obliged to fight his case in a court a long way from his own home.—Mr. M'MAHON thought it doubtful whether they ought really to agree to the second reading. The third and fourth clauses of the Bill were in themselves pernicious. The Summary Procedure Act went altogether on a wrong foundation, giving a preference to promissory notes and bills of exchange, which it did not give to documents of greater weight—that was, under seal; and there was no reason why such a power should be extended to County Courts. It might be all very well that the great London merchants should be able to drag their debtors from Northumberland, Cornwall, or Wales; but such a power might be abused by spiteful creditors or by persons who were not merchants or traders at all.—Mr. M. CHAMBERS thought if the Bill was really required it ought to be introduced by some member of the Government.—Mr. NORWOOD explained that the Bill was confined to traders; and whether those traders were poor or rich they could equally avail themselves of its provisions. He also protested against the *dictum* that a private member was not to be at liberty to initiate any legislation for the removal of any proved defect in the existing law, and he could not see that he was bound to wait under the circumstances for the attendance of the law officers of the Government.—Mr. STAVELEY HILL believed that every clause of the Bill but the fifth had received a fatal wound, and even that solitary exception could also be shown to be open to serious objection. He therefore appealed to the hon. member for Hull to withdraw the measure, and either bring it in himself in an amended form or leave it in the hands of the Government.—Sir G. JENKINSON said that, unless either of the alternative courses suggested by the learned member who spoke last were adopted he would move that the Bill be read the second time that day six months.—The debate stood adjourned.

COUNTY COURTS (ADMIRALTY JURISDICTION).

Mr. NORWOOD obtained leave to bring a Bill to amend the County Courts (Admiralty Jurisdiction) Act 1868, and to give jurisdiction in certain maritime causes, and the Bill was read the first time.

SUCCESSION DUTIES.

Mr. W. FOWLER called attention to the duties charged on the succession to real property, and the exemption enjoyed by certain descriptions of property. He entered into an elaborate historical disquisition on the origin of the Probate and Legacy Duties, and discussed the arguments adduced by Mr. Gladstone in support of his Succession Duty Acts. Dilating on the unfairness of treating real and personal property on a different footing, he maintained that the owner of the fee-simple ought to pay the same rate as owners of personal property; and made very light of the ordinary apology that land bore more than its fair share of local burdens. The motion with which he concluded was to the effect that the present state of the law is anomalous and requires the attention of the Government.—The CHANCELLOR of the EXCHEQUER, in reply,

pointed out that the motion involved the great problem of finding a common measure for the taxable capacity of different species of property. This problem (for which he avowed he was not prepared with a solution) no doubt was a fit subject for ingenious speculations, but it was not likely to be forwarded by abstract resolutions which would only unsettle men's minds. He promised, however, to give his best attention to the subject, and he promised (amid no little laughter) that if he were lucky enough to hit on an idea, he would not fail to take advantage of it.—Dr. BALL argued that Probate Duty was a very injurious mode of taxing the land, and, after some remarks from Mr. G. GREGORY, Mr. M'LAREN, Col. CORBETT, and Mr. A. JOHNSTON, the motion was withdrawn.

COUNTY FINANCIAL BOARDS.

Mr. KNATCHBULL-HUGESSEN brought in the long-promised Government Bill for the establishment of County Financial Boards. Prefacing his statement by an expression of concurrence in the conclusion of last year's select committee—that there was no practical cause for dissatisfaction with the present county administration, but that the desire of the ratepayers to share in the administration of their own affairs was reasonable and ought to be satisfied, he explained that the Bill would avoid three things—cumbersome machinery (for it would only contain 20 clauses), the creation of new districts, and the permissive principle. The Bill proposed to divide the business of quarter sessions into judicial and administrative. The first would be left to the magistrates, and the second to a body consisting of the Court of Quarter Sessions, with the infusion of a certain number of elected representatives. The boards of guardians would be the constituent body, and in the larger counties one member (up to four) would be elected for every 50,000*l.* of rateable value, and in Wales and in the smaller counties 25,000*l.* would be the unit. This he calculated would give a general average of about one elected to five *ex officio* members in the financial boards. Mr. HUGESSEN put forward the Bill not so much with an expectation that it would secure greater economy as to satisfy a reasonable demand and lead to a greater harmony between different classes of the community.—Col. W. PATTEN, as chairman of last year's committee, confirmed the statement that no case of maladministration had been made out against the magistrates, and where dissatisfaction was found it was mainly because the accounts had not been published in sufficient detail. But he admitted that the grievance, though a sentimental one, required a remedy. While reserving his opinion on some points, he gave a general approval to the Bill.—Mr. BRUCE, in reply, stated that the Bill would be found to meet all the objections raised to it.

ESTATES AND INVESTMENT JOURNAL.

STOCK AND SHARE MARKETS.

CONSOLS are at 92½, having slightly advanced since Monday, in consequence of a belief prevalent that the Bank of England will not further advance the rate of discount, at least for the present. Other stock and funds have partaken of the depression, and it is said that foreign securities, to the amount of a million, have been sold to foreign buyers during the week. The following are the fluctuations:

ENGLISH FUNDS.	Fri.	Sat.	Mon.	Tues	Wed	Thu
Bank of England Stock	...	...	...	242	242	...
3½ Cent. Red. Ann. ...	91½	90½	90½	90½	91½	91½
3½ Cent. Cons. Ann. ...	92½	92½	92½	92½	92½	92½
New 2½ Cent. Ann. ...	...	...	...	...	...	...
Do. do. Jan. 1894.	76	...	...	...	...	...
New 3½ Cent. Ann. ...	90½	90½	90½	91	91	91½
5½ Cent. Annuities ...	...	...	...	...	...	...
5½ Cents. ¼ Jan. 1873	...	...	...	...	...	...
Ann. 30 years exp.	...	...	...	...	...	...
April 5, 1885	...	...	...	...	...	...
Do. exp. Jan. 5, 1880	...	...	...	...	...	...
Do. exp. July 1880	114½	...	...	...	...	...
Ind Sea Tele. Ann. 1908	...	...	...	...	...	...
Consols, for Acc. ...	92½	92½	92½	92½	92½	93
India 5½ Cent. for Acc.	...	...	...	...	...	...
India 5½ Cents. July 1880	...	114½	114	114½	114½	114½
India Stock, July 1880	...	...	...	...	...	...
India Stock, 1874	...	211	210	...	212	...
India 5½ Cent.	...	...	...	...	...	...
India 4½ Cents. 1888	100½	100½	100½	100½	100½	100½
India 5½ Cent. 1870	...	...	...	...	...	...
India Bonds (1000 <i>l.</i>)	b	b	...	...	...	3s.d
Do. (under 1000 <i>l.</i>)	...	3s.d	5s.c	...	...	...
Ex. Bills, 1000 <i>l.</i>	a	c	...	...	...	...
Do. 500 <i>l.</i>	...	...	...	1s.d	5s.d	...
Do. 100 <i>l.</i> and 200 <i>l.</i>	...	...	...	1s.d	5s.d	...
3½ Cent. ...	...	...	...	...	...	...

a 2½ and 2½ per cent., 3s. dis.
b Pr.
c 2½ and 2½ per cent. 5s. dis.
d Premium.
e Discount.

PUBLIC COMPANIES.
RAILWAY COMPANIES.

London, Chatham, and Dover.—The matters referred to the arbitration of Lord Cairns and the Marquis of Salisbury may be condensed as follows:—1. The relative rights, liabilities, and interests, as between the several undertakings, sections, and capitals of the company. 2. The distribution of any available moneys or stocks now in the hands of the company or Court of Chancery. 3. The legal and equitable rights and interests of companies who have leased their undertakings to or whose lines are worked by the company. 4. The legal and equitable rights, liens, and priorities of general creditors. 5. All matters in question as between all the parties in all actions and suits at law or in equity. 6. The arbitrators will also have power to fuse and consolidate all or any of the separate undertakings and capitals as they may consider best for the prosperity of the whole undertaking; to arrange, abate, adjust, and reconstitute and capitalise the company's borrowed and share capitals, funds, rents, charges, separate stocks, interests, arrears of interest, debts, and liabilities.

FINANCE, CREDIT, AND DISCOUNT COMPANIES.

Credit Foncier, and Mobilier of England, Limited.—Vice-Chancellor Malins has made an order to continue the liquidation under the court's supervision, Mr. Mowatt and Mr. Cape acting as liquidators.

Trust and Agency of Australasia.—A dividend at the rate of 20 per cent. per annum, or 4s. per share.

BANKS.

Bank of British Columbia.—3 per cent. per annum dividend declared.

London and South African.—A dividend of 5s. per share for the half-year.

Scinde, Punjab, and Delhi Banking Corporation, Limited.—The liquidators have returned 6*l.* 12s. 6d. on the shares with 10*l.* paid, and 1*l.* 12s. 6d. on the shares with 5*l.* paid; and it is believed that the assets when realised will show a further 1s. 6d. per share.

ASSURANCE COMPANIES.

Church of England Assurance.—A dividend of 10 per cent. declared.

English Marine Company, Limited.—Creditors' claims must be forwarded to the liquidator's solicitor by the 31st inst.

MISCELLANEOUS COMPANIES.

Anglo-Romano Gas.—A dividend at the rate of 10 per cent. per annum.

City of London Permanent Benefit Building.—6 per cent. per annum interest and the dividend increased to 7½ per cent.

Hong Kong and China Gas.—Interim dividend declared at the rate of 6 per cent. per annum.

Tavistock Ironworks and Steel Ordnance, Limited.—A dividend of 6s. 8d. in the pound to the creditors has been announced by the official liquidator at the offices of Messrs. James, Edwards, Cash, and Stone.

Vauxhall Bridge.—Dividend, 17s. per share.

REPORTS OF SALES.

[Note.—The reports of the Estate Exchange are officially supplied in the following list. Auctioneers whose names are registered there will oblige by reports of their own sales.]

Thursday, May 6.

By Mr. F. I. SHARP, at Garroway's.
Leasehold, two residences, Nos. 6 and 7, Milton-grove, Upper Holloway, annual value 30*l.* each, term 92 years unexpired, at 6*l.* 6s. each per annum—sold for 210*l.* each.
Leasehold shop and premises, No. 7, Milton-grove, annual value 40*l.*, term similar to above, at 6*l.* 6s. per annum—sold for 300*l.*

Friday, May 7.

Messrs. RUSHWORTH, ARBOTT, and Co., at the Mart.
Leasehold house, shop, and premises, No. 172, Oxford-street, term 31 years unexpired, at 130*l.* per annum—sold for 510*l.*
Freehold, 2a. 3r. 3p. of building land, situate at Mortlake, Surrey—sold for 1800*l.*

Tuesday, May 11.

By Messrs. FAREBROTHER, CLARK, and Co., at the Mart.
Freehold residence, No. 5, Balham-grove, Balham, let at 35*l.* per annum—sold for 1000*l.*
Freehold ground-rent of 12*l.* 10s. per annum, secured on No. 6, Balham-grove—sold for 250*l.*
By Messrs. DEBENHAM, TEWSON, and FARMER, at the Mart.
Freehold residence, known as Acton House, Acton, with stabling, outbuildings, and paddock containing 3a. 0r. 4p.—sold for 5100*l.*

Wednesday, May 12.

By Messrs. NORTON, TRIST, WATNEY and Co., at the Mart.
Two undivided 7½ parts or shares of a freehold property, situate in Bell-court, Mincing-lane, and two rentcharges of 1*l.* 13s. 4d. each, &c., let on lease at 57*l.* 10s. 8d. per annum—sold for 5000*l.*
Leasehold two houses and shops, Nos. 74 and 75, Gatten-road, Peckham, producing 52*l.* per annum, term 93 years unexpired, at 10*l.* per annum—sold for 350*l.*
Leasehold ground-rent, amounting to 100*l.* per annum, secured on Nos. 11 to 15, Blomfield-terrace, Harrow-road, term 73 years unexpired, at 2*l.* per annum—sold for 1750*l.*
The second portion of the Martin Park Estate, Tooting, comprising about 25 acres of building land, in 21 lots. Lot 1 sold for 100*l.*; lot 2, 200*l.*; lot 3, 250*l.*; lot 4, 300*l.*; lot 5, 300*l.*; lot 7, 300*l.*; lot 10, 400*l.*; lot 11, 400*l.*; lot 12, 500*l.*; lot 13, 1300*l.*; lot 14, 250*l.*; lot 19, 400*l.*; lot 20, 200*l.*; lot 21, 310*l.*

By Messrs. WINSTANLEY and HORWOOD.
Freehold residence, No. 113, Camberwell-road, let at 55*l.* per annum—sold for 830*l.*
Freehold residences, Nos. 109 and 111, Camberwell-road, let on lease at 24*l.* per annum, annual value 100*l.*—sold for 670*l.*

Freehold, three messuages, situated in North-mews, Addington-square, Camberwell, let on lease at 3*l.* 3s. per annum—sold for 150*l.*

Freehold estate, comprising the "Suffolk Brewery," Addington-square, and five houses, shops, &c., in New Church-road, Camberwell, let on lease at 15*l.* per annum—sold for 2300*l.*

By Messrs. EDWIN FOX and BOUTFIELD.
Freehold ground-rents of 84*l.* per annum, secured on Nos. 1 to 8, Montpelier-terrace, Teddington—sold for 1650*l.*

By Mr. E. CHESTERTON.
Leasehold residence, No. 43, Addison-gardens, North Kensington, let at 84*l.* per annum, term 87 years unexpired, at 5s. per annum—sold for 1120*l.*

Leasehold residence, No. 23, Holland Villas-road, Kensington, let at 115*l.* per annum, term 82½ years unexpired, at 3s. per annum—sold for 2210*l.*

Thursday, May 13.

By Messrs. CHINNOCK, GALSORTHY and CHINNOCK, at the Mart.

Freehold house and shop situate in High-street, Wandsworth, let at 30*l.* per annum—sold for 670*l.*

Leasehold house, No. 1, Grove-villa, Upper Grove-lane, Camberwell, let at 50*l.* per annum; term, 72½ years from 1847, at 7*l.* 8s. 6d. per annum—sold for 550*l.*

Leasehold, two residences, Nos. 6 and 7, Grove-villas, aforesaid, let at 40*l.* per annum each; term 72½ years from 1845, at 12*l.* 2s. 3d. per annum—sold for 740*l.*

Leasehold beerhouse, known as the Beehive, 2, Bromell's-buildings, High-street, Clapham, let at 26*l.* per annum; term 23½ years, unexpired, at 4*l.* per annum—sold for 130*l.*

THE PRICE OF LAND.—Some land in the parishes of Streatham and Croydon, which a few years ago only brought 200*l.* per acre, has lately been sold at the rate of 1400*l.* per acre; and on Tuesday some land at Acton was sold at the Mart for 1350*l.* per acre, which a few years ago would not have realised more than 300*l.* per acre.

SOLICITORS' JOURNAL.

NOTES OF NEW DECISION.

ARBITRATION—COMMON MISTAKE—ERRONEOUS RECITAL.—Where an arbitrator has, by agreement of the parties, jurisdiction to determine disputes which may arise as to certain matters specified in the agreement, and the parties submit to him for adjudication matters not within his jurisdiction, both the arbitrator and the parties being under the misapprehension that the matters so submitted are within his jurisdiction, the award of the arbitrator is good. The recital, in an award made under such circumstances, of the original agreement to refer, will not invalidate the award: (*Thames Ironworks, &c., Company v. The Queen*, 20 L. T. Rep. N. S. Q. B.)

WILL DESTROYED WITH INTENTION TO REVIVE EARLIER WILL.—DECLARATION—INTESTACY.—A testatrix having made two wills just before her death, destroyed the second. The court held that as the act of destruction was not accompanied by a simultaneous declaration of intention, the first will was not thus revived: (*In the Goods of Weston*, 20 L. T. Rep. N. S. 330. Prob.)

ADMINISTRATION PENDENTE LITE—MOTION TO DISCHARGE.—Where all the issues in a suit have been found for the executor propounding a will, if an administrator *pendente lite* has been appointed, the regular course is not to move to discharge him, but to take out probate and call on the administrator to show cause why his grant should not cease: (*Duprez v. Veret*, 20 L. T. Rep. N. S. 331. Prob.)

SUIT FOR RESTITUTION—SEPARATE DEED—PROVISION FOR WIFE DURING LIFE OF A CHILD—NONPAYMENT OF COSTS—ATTACHMENT.—By a deed of separation, a husband covenanted and did actually invest in the hands of trustees, a sum of 250*l.*, to be applied to the separate maintenance of his wife and her child. But it was also covenanted that in the event of the child dying before attaining the age of twenty-one, the said sum was to be repaid to him by the trustees. The wife instituted a suit for restitution of conjugal rights, in which cruelty was pleaded on both sides. The court held that the deed made no independent provision for the wife, and that the husband, therefore, should provide her with the means of trying the issue between them. And the costs not being paid by the husband in pursuance of the order, it directed an attachment to be issued against him, but allowed it to lie for three weeks in the registry, to give him an opportunity of finding the money: (*Williams v. Williams*, 20 L. T. Rep. N. S. 332. Div.)

PRIVY COUNCIL—REHEARING—MISTAKE IN TITLE.—One of the respondents in an appeal from India gave instructions to agents in England to take all necessary steps to maintain the decree from which the appeal was made. The agents made inquiries at the Privy Council Office, and were informed that the record in the appeal had not arrived. This was a mistake arising from the agents having referred to the

appeal under the title that was given in their instructions, while the appeal had been properly entered at the Privy Council Office under a different title. In consequence of this mistake, the appeal came on for hearing, was heard *ex parte*, no one appearing for the respondent, and judgment was given for the appellant. A petition on behalf of the said respondent, praying that, under the above circumstances, the appeal might be reheard, was dismissed with costs, for the Judicial Committee will not grant such an unusual indulgence, except under very special circumstances, and only where the *ex parte* hearing has been occasioned by no default in the party applying for a rehearing. Here there was default in the petitioner and his agents: in the former, that the appeal was misdescribed; in the latter, that they did not examine the list at the Privy Council Office for themselves. It is not the duty of the registrar to the Judicial Committee to give notice of the arrival of the records in appeals to agents who request it: (*Re Kisto Nauth Roy*, 20 L. T. Rep. N. S. 333.)

PETITION—APPORTIONMENT—8 & 4 WILL. 4, c. 22—TIMBER MONIES.—Where the court has ordered money arising from the sale of timber, cut with its sanction, to be invested, and the dividends to be paid to the tenant for life, the first owner of the inheritance, or the first tenant for life unimpeachable for waste, is entitled to the corpus of the fund in court: In such a case the legal personal representatives are not entitled to an apportionment of a dividend accrued due during the lifetime of the tenant for life to whom the dividends have been ordered to be paid. An order of court is not an instrument in writing within the Apportionment Act (4 & 5 Will. 4, c. 22), so as to create a right to an apportionment of dividends of a fund paid in under it: (*Joddrell v. Joddrell*, 20 L. T. Rep. N. S. 349. M. R.)

INJUNCTION—PUBLICATION INJURIOUS TO REPUTATION—REMEDY IN EQUITY.—H., who had ceased to be solicitor to a firm which became bankrupt, threatened to publish a printed advertisement to creditors, involving the statement that D., a solvent merchant, had been a partner in that firm. D. obtained an *ex parte* injunction to restrain him so doing: Held, that this court had jurisdiction to restrain the publication of matter injurious to mercantile reputation, as a valuable part of a man's property: (*Dixon v. Holden*, 20 L. T. Rep. N. S. 357. V.C. M.)

TRUSTEE BY DEPOSIT—FAILURE OF BANK.—G., being entitled to a share of an estate, went abroad, leaving a power of attorney to receive such share. The estate was sold, but the purchaser requiring G.'s confirmation, his share was deposited in the names of E. and P. in the bank on a declaration of trust. On the confirmation arriving, E. was repeatedly applied to for more than four months, but neglected to hand the fund over, alleging a difficulty in making out the account; the bank failed, and the money was lost. On bill filed: Held, that E. was liable to restore the money with interest, and pay the costs, P. being always ready to hand over: (*Gough v. Ety*, 20 L. T. Rep. N. S. 359. V.C. M.)

SECURITY FOR COSTS—INTERPLEADER ISSUE—LEAVE TO SIGN JUDGMENT.—A sum of money had been paid into court to await the result of an interpleader issue; the execution creditor who was defendant in the issue lived abroad, and was ordered to provide security for costs, and for that purpose proceedings were stayed. About five months afterwards, as no security had been given, the court granted the claimant leave to sign judgment for the money in court, unless defendant found security in a fortnight: (*Melin v. Dumont*, 20 L. T. Rep. N. S. 366. C. P.)

COURT OF QUEEN'S BENCH.

Re AN ATTORNEY.

P. M. White applied to the court to restore to the roll of attorneys William Savage Poole, who was struck off the rolls in Nov. 1863, for having misappropriated sums amounting to upwards of 2000*l.*, which had been placed in his hands by Mr. John Howa, a client. The learned counsel stated that Mr. Poole, soon after he was struck off the rolls, became bankrupt, and after a full investigation he received an immediate discharge; and an application to Lord Chancellor Westbury to remove him from his office of coroner for one of the divisions of Warwick failed. Proceedings had been commenced by Mr. Howa in Chancery against the partners of Mr. Poole, his father and brother, and they had compromised the claim by a payment of

1500*l.* Ever since Nov. 1863, Mr. Poole had been managing clerk to an attorney, and this gentleman and fifteen other attorneys, and also seventeen laymen, made affidavits of Mr. Poole's good conduct since Nov. 1863, and sixty-six attorneys signed a memorial to the same effect. The learned counsel concluded by saying that he did not think he had ever seen stronger testimonials, and by submitting that under the circumstances his application should be granted.

Garth, Q. C. (with him Murray) appeared to show cause in the first instance on behalf of the Law Society.

WILLES, J. regretted that, after full consideration, he felt it impossible to accede to the application. Without observing upon the loose way in which testimonials to character were often given, and to the slight weight which was to be allowed to such testimonials as against proved facts in conduct, he must say that, assuming the testimonials to be true, they constituted the only affirmative facts in this case, which was clearly made out in favour of Mr. Poole. It did not appear that he had himself made any reparation to the injured person. A man in Mr. Poole's position was bound to resort to economy amounting to parsimony to scrape together money to repay what he had misappropriated. His income, it appeared, was 250*l.* a year, an income which did not show a state of destitution or entire inability to make efforts for restitution. It ought to be considered as a condition precedent to an application of this kind, that the attorney should have made full reparation if he could, or, at least, that he should have made earnest and sincere efforts to the best of his power for restitution. He could not but think that if the court were to accede to this application they would be perverting their duty, and acting in aid of evildoers to the discouragement of those that do well.

Application refused.

HEIRS-AT-LAW AND NEXT OF KIN.

FARRER (John), Pudsey, Hough Side, York, heir-at-law, to come in by June 18. June 28; V.C. S., at twelve.

CREDITORS UNDER ESTATES IN CHANCERY.

LAST DAY OF PROOF.

ALLENBY (E.), Regent-street, and of Surbiton. June 18; Bell and Newton, solicitors, 21, Abchurch-lane. July 2; V.C. S., at twelve.
BLACKSHAW (Thomas) Marton Chester. May 27; W. Cooper, solicitor, Congleton. June 10; V.C. S., at twelve.
BRISTOWE (Simon), Canterbury-road, Brixton. May 22; B. W. Marslam, solicitor, 10, St. Swithin's-lane. June 1; V.C. J., at one.
BROWN (Fredk. J.), 47, Fenchurch-street, London. June 10; Messrs. Minett and Smith, solicitors, 3, New Broad-street. June 24; V.C. S., at twelve.
BROWNE (Lydia), 47, Fenchurch-street, London. June 10; Messrs. Minett and Smith, solicitors, 3, New Broad-street. June 24; V.C. S., at twelve.
BROWN (Sarah), 88, New Kent-road. May 24; Watson and Sons, solicitors, 12, Bouverie-street, E.C. June 3; V.C. S., at one.
BROWN (Tommy), 18, Nelson-square, Blackfriars-road. May 19; Messrs. Rennolls, solicitors, 1, Lincoln's-inn-fields. June 3; M. R., at eleven.
CHAMBERS (Edwd. L.), Fonthill, Torquay. May 29; E. J. Barker, solicitor, 2, Broad-street, Bristol. June 8; V.C. M., at twelve.
DUNFORD (Wm. G.), 39, Parliament-street, S.W. May 22; G. J. Durrant, solicitor, 23, Guilford-street, Bus-sell-square. May 29; V.C. M., at twelve.
EARL (Wm. S.), Southgate. June 8; O. V. Field, 1, Farnival's-inn. June 18; V.C. S., at one.
FINCH (Wm. C.), Fisherton Angor, Wilts. May 29; C. M. Whatman, solicitor, Salisbury. June 19; M. R., at eleven.
FRANKLIN (Elizabeth), 15, Colville-terrace East, Notting-hill. June 1; F. Mason, solicitor, 17, King-street, Cheapside. June 10; V.C. M., at twelve.
GARDNER (William), Baker's coffee-house, Change-alley, Cornhill. May 28; J. Biggsden, solicitor, 5, Walbrook. June 9; V.C. S., at twelve.
GREENING (Josh.), Sheffield. June 14; Gainsford and Bramley, solicitors, Sheffield. June 30; V.C. S., at twelve.
GOLDER (Mary), 7, Marine-terrace, Folkestone. June 7; E. Lettis, solicitors, 13, New-linn, Strand. June 14; V.C. J., at twelve.
HOBBS (Jesse), New Kent-road, Southwark. June 12; Davis, Son and Co., 17, Warwick-street, Regent-street. June 23; V.C. S., at twelve.
HUNT (J. J.), South Norwood, Croydon. June 12; Drummonds and Co., solicitors, Croydon. June 5; M. R., at twelve.
JOHN (Henry S.), 11, Neville-terrace, Brompton. May 22; C. Stevens, solicitor, 35, Bucklersbury. June 8; V.C. S., at twelve.
KING (William), Grecian Cottages, Crown-hill, Norwood. June 10; B. Raina, solicitor, 15, Fish-street-hill, E.C. June 15; V.C. J., at twelve.
LARKIN (Elizabeth), Gloucester Tavern, King-street, Greenwich. June 4; Miller and Stubbs, solicitors, 8, Eastcheap. June 14; V.C. M., at twelve.
LEES (Geo.), Ashton-under-Lyne. May 29; W. Orford, solicitor, 44, Brown-street, Manchester. June 16; V.C. J., at one.
LEES (Robert), Ashton-under-Lyne. May 29; W. Orford, solicitor, 44, Brown-street, Manchester. June 16; V.C. J., at one.
MAYNE (Charles O.), Manor-house, Great Stanmore. June 12; H. Webb, solicitor, 11, Argyll-street, Regent-street. June 10; V.C. S., at twelve.
MILNER (Frederick W.), Holstead, Essex. June 3; R. Southey, solicitor, 16, Ely-place, Holborn. June 17; M. R., at eleven.
NATHAN Lewis, 24, Mare-street, Hackney. June 12; M. K. Brand, solicitor, 3, Farnival's-inn. June 29; V.C. S., at twelve.
NORTHGATE (Henry), Eagle public-house, Camden Town. June 10; Nash, Ford and Co., solicitors, 2, Suffolk-lane, E.C. June 25; V.C. S., at twelve.
PAIN (Elizabeth), Deal, Kent. June 5; Mercer and Mercer, solicitors, 9, Minchance-lane. June 18; V.C. J., at twelve.
SCOTT (Edmund J.), Bucklersbury. May 30; John Combe, solicitor, 23, Bucklersbury. June 3; V.C. J., at one.
SEWELL (William), High-street, Portland Town. June 4; A. R. Cocker, solicitor, 26, Gower-street, Bedford-square. June 16; V.C. M., at twelve.

STAPLETON (Geo.), Whitefriars Wharf, London. May 24; Newton and Co., solicitors, 1, Wardrobe-place, Doctors' commons. June 12; V.C. S., at twelve.
WESTER (Chas. F.), 83, Princes-gardens, S.W. June 10; Young, Maples, and Co., solicitors, 6, Frederick-place, Old Jewry. June 19; V.C. S., at twelve.

CREDITORS UNDER 22 & 23 VICT. c. 35.

Last day of Claim, and to whom Particulars to be sent.

ALLEN (Wm.), Uppington, Salop. June 24; R. Paine, solicitor, Shrewsbury.
ANDREW (Hannah), Hendham-hall, Manchester. June 15; E. Andrew, accountant, 61, Princes-street, Manchester.
AUSTIN (Frederick L.), 28, Hyde-park-square. July 1; Currie and Williams, solicitors, 32, Lincoln's-inn-fields.
ATWOOD (Louisa), 63, Portland-road, Notting-hill. July 1; Simpson and Co., solicitors, 51, Grosvenor-street.
BACHS (John), Hagley, Worcester. May 25; Wm. Bachs, solicitor, High-street, West Bromwich.
BAKER (Thos.), Blackstone, Kidderminster. June 10; Saunders and Bradbury, solicitors, 41, Cherry-street, Birmingham.
BARBER (John), Ridgmont, Bedford. June 15; John Greene, solicitor, Ampthill, Beds.
BARNETT (Wm. E.), Newcastle-upon-Tyne. June 3; Griffith, Crighton, and Co., solicitors, Newcastle-upon-Tyne.
BELL (John), Scarborough. May 21; Messrs. Drawbridge and Howntree, solicitors, Scarborough.
BESCHOFF (Geo. S.), 4, Gloucester-terrace, Regent's-park, N.W. Aug. 1; North and Son, solicitors, 4, East Parade, Leeds.
BLUNDELL (Richard), Liverpool, late of Melbourne. Sept. 28; Hurry and Briggs, solicitors, 21, Queen-street, Melbourne, Victoria.
BROWN (Thomas), Eastwick-hall, Eastwick, Herts. June 18; J. Mote, solicitor, 1, Walbrook, E.C.
BROOKE (John B. J.), Hounslow, Middlesex. July 7; Bogy and Butt, solicitors, 1, Raymond-buildings.
CHAPMAN (Edward H.), 134, Lendenhall-street. June 12; Park and Nelson, solicitors, 11, Essex-street, Strand.
CLARKE (A. M.), 217, Essex-road, Islington. May 29; J. Selby, solicitor, 2, Fen-court, Fenchurch-street, E.C.
CLARK (Sarah), 9, Wellington-terrace, Liverpool-road, Holway. Feb. 24; Ellis and Co., solicitors, 16, Mark-lane, London, E.C.
COLTMAN (William), West Hartlepool, Durham. May 29; Turnbull and Bell, solicitors, Church-street, West Hartlepool.
ELLISON (Eliza), Moss Lee, Sharples, Lancaster. July 25; E. T. Whitaker, Duchy of Lancaster Office, London.
EVELYN (Francis), Corton, Hereford. June 15; Ford and Lloyd, 4, Bloomsbury-square.
GURNEY (John H.), Brixton-hill, Surrey. June 5; Pattison, Wigg, and Co., solicitors, 50, Lombard-street.
HARRINGTON (Katharine), 245, Brompton-road. June 20; A. Myers, solicitor, 15, Berners-street, Oxford-street.
HAYCOCK (Arthur), Durham, Essex. June 24; M. Shepherd, solicitor, 27, College-street, College-hill, London.
HOWE (John A.), One Swan-yard, Bishopgate-street. June 17; Sidney Smith, and Co., 1, Farnival's-inn, E.C.
HUGHES (Jubal), George-street, Aston, near Birmingham. Aug. 4; Ryland and Martineau, solicitors, 7, Cannon-street, Birmingham.
JACKSON (George), Tanton Hall, near Stokeley, Yorks. June 26; J. A. and T. Bowerby, solicitors, Stokeley.
JACKSON (Sarah), Clifton-villa, Longton-grove, Upper Wykeham. July 1; Upton, Johnson, and Co., solicitors, 8, Austinfriars, E.C.
JOYCE (Chas.), 31, Landedowne-crescent, Kensington-park. June 24; Wansley and Bowen, solicitors, 30, Molesworth-street, E.C.
KEAY (Thos.), Elmwood-lodge, Brixton-hill. July 4; W. Millman, solicitor, 8, Southampton-buildings.
LIARDET (Mrs. O. A.), Weston-super-Mare. June 15; R. S. Taylor and Sons, solicitors, 3, Field-court, Gray's-inn.
MORRIS (Mrs. A.), Brunswick-villa, Southport. June 2; R. Ashton, solicitor, King-street, Wigan.
NEIGHBOUR (William), Horspath, Oxford. July 1; T. and G. Mallan, solicitor, 125, High-street, Oxford.
O'BRIEN (William), 116, Belvidere-street, St. James's Wood. June 1; R. S. Taylor and Sons, solicitors, 3, Field-court, Gray's-inn.
PAGE (Chas.), Old Moor Farm, Southminster, Essex. June 23; E. Bromley, solicitor, 43, Bedford-row, W.C.
POLYBLAKE (Geo.), 198, St. John-street-road, Clerkenwell. June 15; Lewis and Sons, 7, Wilmingdon-square, Clerkenwell.
REED (Geo.), High Hartgate, York. July 12; T. L. Reed, solicitor, Donham-mare, York.
SANDRACE (Joseph), Deansgate, Manchester. July 8; Beevor, Darwell, and Co., solicitors, 8, John Dalton-street, Manchester.
SARGANT (Jane A.), Ely Lodge, Lordship-road, Stoke Newington. Aug. 2; W. B. Brook, solicitor, 1, New-linn, Strand.
SELWIN (Sir John T.), Down-hall, Harlow, Essex. June 5; B. Petersen, Snow and Co., solicitors, 49, Chancery-lane.
SMITH (Benjamin), 3, Wellington-terrace, St. John's-wood. July 1; Brooks and Co., solicitors, 7, Goddard-street, Doctors' commons.
TENNENT (Sir James E., Bart.), 68, Warwick-square, and Fernagh, Ireland. June 27; Pritchard and Enfield, solicitors, Wellington-chambers, Bell-yard, Doctors' commons.
TICKETT (Lucretia), 35, Osnaburgh-street, Regent's-park. July 11; Fielder and Sumner, solicitors, 14, Goddard-street, Doctors' commons.
WESTCAR (Henry E.), Herne-park, Kent. Aug. 10; B. Gwynne and Co., solicitors, 100, Oxford-street.
WIDDICOMBE (Henry), Doddington-grove, Kesteven. June 12; H. J. Semple, solicitor, 21, Duke-street, Manchester-square.
WILSON (John S.), Edthorpe, Lund, York. July 1; Ford and Tongue, solicitors, Great Driffield.
WITHERS (Mary), 62, St. Paul's-street, New North-Islington. June 10; Baddeley and Sons, solicitors, 1, Leman-street, Goodman's Fields.
WYNDHAM (Alexander W.), Dinton, Wilts. June 1; De ville, Lawrence, and Co., solicitors, 6, New-square.

UNCLAIMED STOCK AND DIVIDEND IN THE BANK OF ENGLAND.

[Transferred to the Commissioners for the Reduction of the National Debt, and which will be paid to the persons respectively whose names are prefixed to each, in the months, unless other claimants sooner appear.]

GRIFFITHS Elizabeth, Portland-street, Kingsdown. B. dividend on 10*l.* Consolidated 3 per Cent. Claimant. W. Collins attorney for James G. Middlesex.
SMITH Henry, Tottenham, Middlesex. Dividend on Reduced 3 per Cent. Claimant. H. Smith.
WATSON Jane Caroline G., Newcastle-upon-Tyne. Dividend on 10*l.* Consolidated 3 per Cent. Annuitant. Claimant. G. Watson.

NEW TAXING MASTER.—It is understood that Mr. Mills, the Chancery taxing master, has signed, and it is said that Mr. Edward Bloor is to have the appointment, which circumstance would necessitate a vacancy among the clerks at Vice-Chancellor James's chambers.

MAGISTRATE AND PARISH
LAWYER.

NOTES OF NEW DECISIONS.

BASTARDY—PRACTICE—CORROBORATION.—Sect. 2 of 7 & 8 Vict. c. 101, enacts that a summons for an order of affiliation is to be had on application "to any one justice of the peace acting for the petty sessional division of the county, or for the city, borough, or place in which she shall reside. A woman who has no settled place of residence may apply to the justices of the division in which for the time being she happens to be. It was also held, that if there be any corroboration whatever of the woman's testimony, the effect of it is for the justices alone, and this court will not interfere by their decision upon it: (*Lawrence v. Ingmire*, 20 L. T. Rep. N. S. 391. Q. B.)

APPEAL—COSTS—ORDER BAD IN PART.—The quarter sessions reversed a refusal by justices in petty sessions to grant an alehouse licence, and further ordered the justices to pay the appellant 35*l.* for his costs. The part of the order awarding costs was held to be bad, inasmuch as it did not follow the directions as to costs of 11 & 12 Vict. c. 43, s. 27, and 12 & 13 Vict. c. 45, s. 5, which require the costs to be paid in the first instance to the clerk of the peace: (*Reg. v. Peek*, 20 L. T. Rep. N. S. 393. Q. B.)

MALICIOUSLY WOUNDING.—A verdict for a common assault may be given upon an indictment for maliciously wounding under sect. 20 of 24 & 25 Vict. c. 100: (*Reg. v. Canwell*, 20 L. T. Rep. N. S. 402. C. Cas. R.)

PERJURY—MATERIALITY.—B. was indicted for perjury on an affidavit used by him in the taxation of costs. The signature to the affidavit was proved to be in his handwriting, but there was no evidence that he was the person who swore to the truth of the affidavit. The defendant in the action swore that the affidavit was used before the taxing master when B. was present, and it was then publicly said to be B.'s affidavit. The defendant was then indicted for perjury committed on B.'s trial, and the indictment alleged that it was a material question on such trial whether B. was so present before the taxing master, and whether the affidavit was then used in B.'s presence, and whether it was then stated publicly that the affidavit was B.'s. These questions were held to be material on the trial of B.: (*Reg. v. Alsop*, 20 L. T. Rep. N. S. 403. C. Cas. R.)

PENAL SERVITUDE.—A return has been made of the number of previous convictions recorded against persons now undergoing sentences of penal servitude. From the statistics supplied on the subject it appears there are 6920 male convicts at present undergoing terms of penal servitude in convict prisons, for terms varying from five years to the duration of life. Of these 1582 had not been previously convicted; against the others from one to five and upwards of previous convictions had been recorded.

CAMBRIDGE.—At a meeting of the Cambridge town council an election to the office of clerk of the peace for the borough, vacant by the resignation of Mr. William Cockerell, took place. There were three candidates—Mr. John William Cooper, LL.M., a barrister practising at Cambridge; Mr. Henry French, and Mr. George William Fitch, solicitor. The votes of the council were taken twice, it being necessary that the person elected should have a majority of votes of the councillors present. At the first scrutiny the votes were, for Mr. Cooper, 14; Mr. French, 10; and Mr. Fitch, 9. Upon the second scrutiny 20 voted for Mr. French, and 15 for Mr. Cooper, and the former gentleman was declared duly elected.

THE CASE OF MADAME RACHEL.—It is understood that an application will be made to the Home Secretary for a commutation of the sentence of five years' penal servitude passed on Madame Rachel, now that the Court of Queen's Bench has given judgment in favour of the Crown, in the trial of error obtained on her behalf. Under the Bail in Error Act, by virtue of which the defendant was some time at liberty, it is provided by the 3rd section (8 & 9 Vict. c. 68) that the time a defendant is at large on bail shall be added to the imprisonment on the court affirming the judgment. Madame Rachel will return to Millbank in pursuance of the judgment of the court.

A SUCCESS UNPRECEDENTED.—MARAVILLA COCOA IS PERFECT.—The *Globe* says "Taylor Brothers' Maravilla Cocoa has achieved a thorough success, and supersedes every other cocoa in the market. For homoeopaths and invalids we could not recommend a more agreeable or valuable beverage." Sold in packets only, by all Grocers.—[ADVT.]

REAL PROPERTY LAWYER AND
CONVEYANCER.

NOTES OF NEW DECISIONS.

NUISANCE—ERECTION OF A CIRCUS.—A bill was filed to restrain the erection of an intended circus on an unoccupied piece of ground at the back of the plaintiff's house, and at a distance of 85 yards therefrom, and to restrain the performances. An interlocutory injunction was granted, and the circus, the erection of which had been commenced, was removed. On the hearing of the cause, Malins, V.C., made the injunction perpetual. On appeal, the bill was dismissed, on the grounds that neither the allegations in the bill, nor the evidence in the cause, made out a case of nuisance as likely to arise from the noise of the performances, and that the evidence failed also to prove any nuisance, such as this court would restrain, as likely to result from the assembly of disorderly crowds. After the interlocutory injunction had been granted in the first suit, the proprietor proceeded to erect the circus on an open piece of ground in front of the plaintiff's house, and at a distance of 115 yards therefrom, and commenced the performances in the circus. The plaintiff thereupon filed another bill to restrain the performances, and an interlocutory injunction was granted by Malins, V.C., and the circus was removed. Afterwards Lord Justice Lord Cairns dissolved the injunction on the ground of the insufficiency of the plaintiff's evidence. Further evidence having been adduced, the cause came to a hearing, when Malins, V.C., granted a perpetual injunction. On appeal, this decision was affirmed, on the ground that the evidence proved that the noise of the performances in the circus caused to the plaintiff an amount of nuisance such as to interfere with the ordinary comfort of his dwelling. The evidence in this suit also was held insufficient to establish a nuisance caused by the assembling of disorderly crowds, such as this court would interfere to restrain. Distinction between crowds assembling to see an out-door entertainment, and crowds going to and from the performances in a covered building such as a circus. Remarks upon *Walker v. Brewster*, L. Rep. 5 Eq. 25; 17 L. T. Rep. N. S. 135. Since the passing of Sir John Rolt's Act, it has become the duty of the Court of Chancery to try the question of nuisance itself, and it ought not to call for the assistance of a jury in determining that question, unless it cannot come to a satisfactory conclusion upon the evidence, and unless it considers that the verdict of a jury is essential to the ends of justice: (*Inchbald v. Robinson*, 20 L. T. Rep. N. S. 259. L. JJ.)

POWER OF APPOINTMENT—DEFECTIVE EXECUTION.—Land was settled to such uses as B. should by deed appoint, and in default of such appointment, to the use of C. and the heirs of his body. A railway company required those lands, and there was an agreement of reference as to the price; the award was made, and the company entered into possession, but B. died before he had executed the conveyance, having by will given the lands in question to his wife, subject to the equities affecting the same. The agreement with the company was held to be such a defective execution of the power as equity would assist, and that the purchase-money would, therefore, form part of the personal estate: (*Re Dykes Trust*, 20 L. T. Rep. N. S. 292. M. R.)

WILL—DUPLICATE—REVOCATION.—B. executed a will in duplicate, retaining one copy, and giving the other to the keeping of C. Subsequently she revoked the copy she had kept by tearing off the signature. The court refused probate of the other: (*Re Slade*, 20 L. T. Rep. N. S. 330. Prob.)

MORTGAGE—SALE BY MORTGAGEE—NEGLIGENCE.—A mortgagee in possession sold without taking due care to ascertain the value of the property, and parted with it at a loss. He was held to be liable to make good the difference between the price obtained for it and that which it would have produced had it been sold under a decree of the court: (*Wolff v. Vanderzee*, 20 L. T. Rep. N. S. 353. V.C. S.)

INFANTS' SETTLEMENT ACT—ADMINISTRATION.—The Infants' Settlement Act (18 & 19 Vict. c. 43) gives the court no power to compel an infant married woman to execute a settlement on her children, against her will, although circumstances may seem to render it desirable, the statute being simply enabling: (*Re Potter*, 20 L. T. Rep. N. S. 355. V.C. M.)

JOINT-STOCK COMPANIES' LAW
JOURNAL.

NOTES OF NEW DECISIONS.

WINDING-UP—COSTS—PRACTICE.—The court having given a general leave to a claimant against a company in process of winding-up to bring such action or actions as he should be advised, the claimant proceeded to a trial at law to have the amount of damages assessed which he had sustained by the nonperformance of a contract within the time specified therein, and not completed at the time of the order for winding-up. The damages were assessed at a certain sum, which carried the costs of the action. The claimant applied in chambers that the amount of his costs as taxed might be paid to his solicitors in full. The official liquidator objected that the claimant was only entitled to a dividend upon the amount of his costs, in addition to the amount of damages as assessed. Held, that the claimant was entitled to be paid his costs in full, as well as the costs of establishing his original claim. *Smith's case*, L. Rep. 3 Ch. App. 125, followed: (*Re Trent, &c., Ship-building Company*, 20 L. T. Rep. N. S. 301. V.C. J.)

SALE AND PURCHASE OF SHARES—USAGE OF STOCK EXCHANGE.—Plaintiffs instructed their brokers to sell forty shares in a joint-stock company, and those shares were sold accordingly by them to M., another broker. M. afterwards sold them again on the Stock Exchange, and, in accordance with the practice of that body, the defendant was, a few days afterwards, named to the plaintiffs as the purchaser, the usage being that on the arrival of a certain day, termed "the name day," the name of the last purchaser is given to the broker of the original vendor, and inserted in the transfer-deed. A deed of transfer was then prepared and executed by the plaintiffs, and, with the share certificates, sent to the defendant. The company was shortly afterwards wound-up. Defendant never executed the transfer, or registered himself as a shareholder, and plaintiffs had been compelled to pay two calls on the shares, one of the calls being made on the day on which the defendant, in ignorance of the fact, instructed his broker to buy. The bill was filed for specific performance of the contract, as stated in the deed of transfer: Held (affirming the decree of the Master of the Rolls), that there was a contract between the plaintiffs and the defendant entitling the plaintiffs to indemnity by the defendant: (*Hawkins v. Maltby*, 20 L. T. Rep. N. S. 335. L. C.)

CONTRIBUTORY—APPLICATION FOR SHARES—UNCONDITIONAL ALLOTMENT.—B. applied for shares, and paid the required deposit, and they were allotted without condition or qualification. But the letter announcing the allotment stated that the further amount required on allotment must be paid on or before the 18th (ten days after the date of the letter). This was held not to introduce a new firm into the contract, so as to entitle B. to repudiate his shares: (*Peck's case*, 20 L. T. Rep. N. S. 340. L. JJ.)

CONTRIBUTORY—NOTICE OF ALLOTMENT.—The absence of sufficient notice of allotment of the shares applied for is ground for removing the name from the list of contributories, and the burden of proof of notice is on the liquidator: (*De Rosaz's case*, 20 L. T. Rep. N. S. 348. M. R.)

SHARES—CONTRACT COMPANY—BANKRUPTCY.—Under a contract with the promoters of a company, N. D. was entitled to 2000 paid-up shares, and by deed assigned for value 1140 of them to G. D. his son, of which no notice appeared to have been given to the company. The company was ordered to be wound-up, no allotment taking place, and there being no register of shareholders. N. D. became bankrupt, and his assignees claimed 340 of the 1140 shares, and G. D. admitted that claim, and in the winding-up both G. D. and the assignees claimed the other 800, G. D. as assignee for value, and the assignees as being in the order and disposition of the bankrupt at the time of his bankruptcy: Held, that the assignees were not entitled: (*Re London India Rubber Company*, 20 L. T. Rep. N. S. 355. V.C. M.)

RAILWAY ABANDONMENT ACTS—PRACTICE.—A railway company who had never purchased land or constructed the railway, but had obtained the covenant of abandonment from the Board of Trade, is within the provisions of the Companies Act 1862, by reference to the Railway Abandonment Acts: (*Re Skipton, &c., Railway*, 20 L. T. Rep. N. S. 359. V.C. M.)

MARITIME LAW.

NOTES OF NEW DECISIONS.

COLLISION—LIGHTS—BRITISH AND AMERICAN VESSELS—LAW OF THE SEA.—An American ship was sunk in a collision at sea with a British steamer, and it appeared that the ship had not the regulation lights set which are required by the British and American statute alike, but had one which hung on her anchor-stock on her starboard bow; that although she had made several changes of her course, she made none after her light was seen from the steamer, but her course was crossing that of the steamer; that the steamer, seeing the single white light, supposed it to be the masthead light of a steamer at a much greater distance than the ship actually was, and accordingly ported her helm, and the vessels came in collision: Held, that, by the general laws of navigation, a steamer which meets a sailing vessel is required to exercise necessary precaution to avoid a collision, and if she does not she is *prima facie* in fault. That where a British ship sues an American ship in the British Court of Admiralty, that court would not apply British statute law to the case unless required by such statute to do so; nor would it apply the statute laws of the two countries, even when shown to be alike, unless required by British statute law to do so. That, although that court would, under the present British statute, apply to this case the rules adopted by Great Britain and the United States as to lights and navigation, yet as there is no provision in the statute of the United States requiring the courts of the United States to apply those statutes to cases before them, this case must be governed by the rules of the sea which prevailed at the time and place of the collision. That inasmuch as nearly all the nations whose ships usually navigate the waters where this collision took place have adopted similar rules in reference to lights and navigation, those rules have become the law of the sea, and are to be enforced by the Courts of Admiralty as such, and not as municipal or statute laws. That the ship, in accordance with those rules, had no right to carry the single white light which she did, and was bound to exhibit coloured side lights, which she did not. That the steamer had the right to infer from the exhibition of the white light that the approaching vessel was also a steamer, and that she was not in fault for acting accordingly. That the ship was in fault, and her libel must be dismissed: (*The Steamer Scotia*, 20 L. T. Rep. N. S. 375.)

INSURANCE ON PROFITS—WITHOUT BENEFIT OF SALVAGE.—The defendant underwrote a policy of insurance effected by the plaintiff for a certain sum. The policy was expressed to be upon profits valued at a larger amount than the insurance upon a cargo of timber per the British ship *Lissie Jones*, from Quebec to Newry. The defendant wrote in the margin the following words, without instructions from the plaintiff, although the latter made no objection when he afterwards saw them: "This policy is warranted free from average, being against total loss only, and without benefit of salvage." The ship was lost, but the defendant denied his liability on the ground that the policy was null and void under 19 Geo. 2, c. 37, s. 1: Held, that, notwithstanding the fraud of the defendant, this was a valid defence to an action on the policy. *De Mattos v. Norak*, L. Rep. 3 Ex. 185; 18 L. T. Rep. N. S. 797, followed and confirmed: (*Mortimer v. Broadwood*, 20 L. T. Rep. N. S. 398. C. P.)

MERCANTILE LAW.

NOTES OF NEW DECISIONS.

LODGMET OF TITLE-DEEDS.—BANKER'S LIEN.—A banker has a general lien upon title-deeds lodged with him to secure overdrafts. When bills indorsed to a bank are dishonoured by the acceptors, and not paid by the customer of the bank who indorsed them, they are treated as overdrafts when charged to the account of the customer: (*Re Joseph Williams*, 20 L. T. Rep. N. S. 282. Miller, J. Ireland.)

BILLS OF EXCHANGE—COLLATERAL SECURITIES—LIEN.—The rule laid down in *Ex parte Waring* (19 Ves. 345) is restricted to cases in which securities have been deposited to meet a specific debt or to secure a specific bill, and does not extend to cases where the deposit has been made to secure moneys advanced on a current account: (*Ex parte Overend and Co.*, 20 L. T. Rep. N. S. 296. M. R.)

BANKING ACCOUNT—COMMISSION—COMPOUND INTEREST.—The right to charge compound interest in a banking account is entirely incidental to the relation of banker and customer, and ceases with the death of the customer: (*Williamson v. Williamson*, 20 L. T. Rep. N. S. 389. V. C. J.)

PLEA TO A BILL OF EXCHANGE—AGREEMENT NOT ALLEGED TO BE IN WRITING.—To an action by drawer against acceptor of a bill of exchange defendant pleaded that he "accepted the said bill upon a certain condition agreed upon between the plaintiff and defendant as part of the consideration for the said bill, viz., that the plaintiff should renew the said bill for a further term" . . . "if when the said bill became due the defendant should not have received payment" of certain money and compensation due to him. The plea averred that "the defendant accepted and delivered to the plaintiff, and the plaintiff received and always held the said bill upon and subject to the said condition; and at the time when the said bill became due, and at the time when the action was brought, the defendant had not received the said money and compensation, of all which the plaintiff had notice; and the defendant did all things necessary to entitle him to have the said bill renewed according to the said agreement, yet the plaintiff did not renew the said bill, but wholly refused so to do." Held, upon demurrer, that the agreement mentioned in the plea, if in writing, would be a sufficient answer to the action, and that it was not necessary that the plea should allege that it was a written agreement; the plea was therefore good: (*Young v. Austen*, 20 L. T. Rep. N. S. 396. C. P.)

LAW STUDENTS' JOURNAL.

ANSWERS TO THE FINAL EXAMINATION QUESTIONS.

EASTER TERM 1869.—FIRST DAY.

I. PRELIMINARY.

Questions 1 to 5 inclusive.

II. COMMON AND STATUTE LAW, AND PRACTICE OF THE COURTS. (a)

6. *Warranty*.—No; not even *pro tanto*. His remedy is by cross action. Had the action been, not on the security, but upon the price of the goods, the unsoundness might have been given in evidence in reduction of damages: (Chit. Cont. 418, 7th edit.)

7. *Ejectment*.—The plaintiff must have a legal title, and he must recover by the strength of his own title and according to the right which he has. Before ejectment can be brought against a yearly tenant six months' notice must be given, to expire at the end of the current year's tenancy; against a tenant at will, however, a simple demand of possession will found a right of action: (Broom's Com. 753 et seq., 3rd edit.)

8. *Fixtures—Removal*.—To constitute such an annexation as will preclude a removal by the tenant, the article must be fixed in the ground, or to some substance previously a part of the freehold; for otherwise it does not cease to be a chattel and removable: (Chit. Cont. 326, 7th edit.; *Elwes v. Maw*, Sm. L. C. and notes, vol. 2.) As between landlord and tenant, the latter may take away such fixtures as he has himself put up, either for the purposes of trade, ornament, or furniture of his house, if thereby the freehold be not materially damaged; but such fixtures must be removed either during the continuance of his term or at the end of it; for he cannot remove them after he has quitted the premises: (Aroh. L. and T. 352, 2nd edit.; Digest, 26, 5th edit.) By the 14 & 15 Vict. c. 25, s. 3, farming fixtures (erected at the tenant's own cost and with the landlord's consent, and not in pursuance of some obligation) may be removed by the tenant making good any injury to the premises, if on a month's previous notice in writing be given to the landlord he does not elect to purchase the same: (Digest, 26, 5th edit.)

9. *County Courts—Actions of tort*.—By this Act the defendant may make an affidavit that the plaintiff has no visible means of paying the costs if he (the defendant) should obtain a verdict, and a judge of the court in which the action is brought may order that unless the plaintiff give security for costs (to be approved by a master), or satisfy the judge that he has a cause of action fit to be prosecuted in the Superior Court, all proceedings be stayed; or may remit the cause to a County Court for trial. The cause will then be heard in the County Court, and the costs of action subsequent to the order will be according to the scale allowed in the County Courts: (Sect. 10.)

10. *Costs*.—Costs in the cause are those which

are properly incurred, and which are awarded to the successful litigant in the cause. Costs in any event are costs given on some interlocutory application to which the party is entitled whatever may be the result of the cause: (Pat. & Mac. Pr. 470, &c.)

11. *County Courts—Title*.—The County Courts have now a jurisdiction in ejectment where neither the value of the property nor the rent exceeds 20l. per annum; and in actions to determine the title to hereditaments, corporeal or incorporeal, to the same amount: (Digest, 123, 5th edit.)

12. *Costs*.—The plaintiff gets the costs up to instructions for plea, and the defendant the subsequent costs: (Digest, 89, 5th edit.)

13. *Irregularity*.—The application must be made within a reasonable time, and without having taken a fresh step with a knowledge of the irregularity: (Digest 64, 5th edit.)

14. *Set-off*.—The following are the requisites of a set-off: The plaintiff's claim and the subject of the set-off must be mutual debts, and not claims merely sounding in damages. The debt set-off must be a legal and not a mere equitable debt, nor must it be statute barred. It must also be due at the commencement of the action: (2 Geo. 2, c. 23; 8 Geo. 2, c. 24; Aroh. Nisi Prius, 122-124; Digest, 42, 5th edit.)

15. *Simple contract*.—A simple contract is an agreement either in writing not under seal or verbal to do or not to do some act. Irrespective of statute law, it requires (1) the mutual assent of two or more persons able to contract; (2) a valuable consideration which must not be illegal or immoral; (3) something to be done or omitted which is the subject of the contract: (2 Steph. Com. 54, &c., 4th edit.; Chit. Cont. 8, 7th edit.; Digest 3, 4th edit.)

16. *Contribution*.—Yes, in the action upon a promissory note; for the law allows contribution between defendants, *ex contractu* (unless, indeed, the contract be made with them as partners in trade, for then the remedy is only in equity). But as to the action of trespass X. will be unable to compel Y. and Z. to contribute, unless X. was not aware that the trespass was illegal, or if its nature was doubtful, for as a general rule there is no contribution between wrongdoers: (See *Merryweather v. Nixon*, 2 Sm. L. C. 336; and notes to *Lampleigh v. Braithwaite*, 1 Sm. L. C. 71; Digest 42, 5th edit.)

17. *Interest*.—The rule is that the law does not imply a contract by the debtor to pay interest, unless such be the usage of trade. To this rule, however, bills of exchange, promissory notes, and overdue money bonds, form an exception; and now, by the 3 & 4 Will. 4, c. 42, s. 28, a current rate of interest upon all debts or sums certain, may be allowed by a jury to a creditor, from the time such debts or sums certain were to be paid, if payable by a written instrument at a certain and specified time, but if not so payable, then from the time a written demand for payment is made, and notice given that interest will be claimed from them until payment: (See Chit. Cont. 580, 583, 7th edit.)

18. *Attachment of debts*.—A judge may, upon the *ex parte* application of the judgment-creditor, upon affidavit by himself or his attorney, stating that judgment has been obtained and is still unsatisfied, and to what amount, and that any other person (called the garnishee) is indebted to the judgment-debtor, and is within the jurisdiction, order that all debts owing from such third person to the judgment-debtor be attached to answer the judgment-debt. And the garnishee may be ordered to appear and show cause why he should not pay the amount due from him to the judgment-debtor in satisfaction of the judgment. If the garnishee does not pay the amount, or dispute the debt, the judge may order execution to issue. If the garnishee disputes his liability, the judge orders a writ to issue to try the point: (See 17 & 18 Vict. c. 125, ss. 66, 67; Digest 107, 5th edit.)

19. *Distress*.—The rent must be certain or capable of being reduced to a certainty, and overdue: (Digest 25, 5th edit.)

20. *Clear days*.—They are reckoned exclusively of the first day and inclusively of the last, unless the last falls on Sunday, Christmas Day, Good Friday, or day appointed for a public fast or thanksgiving, in which case the time is reckoned exclusive of that day also: (Digest 67, 5th edit.)

III. CONVEYANCING.

21. *Charity*.—Pure personality may be bequeathed, if the land is already dedicated; but not money out on mortgage of real estate: (Digest 255, 5th edit.)

22. *Entail*.—As A. takes an estate tail under the rule in *Shelley's case*, he may execute a disentailing assurance, and vest the estate in the purchaser: (Digest 138, 147, 250, 5th edit.)

23. *Amalgamation*.—The provisions of the Mortmain Act must be complied with: (See Digest 254, 5th edit.)

24. *Purchase and descent*.—A. and B. take by purchase, C., no doubt, takes by descent (see

(a) The questions are given ante, p. 14.

3 & 4 Will. 4, c. 106), still a tenant in tail is said to claim *per formam doni*.

25. *Legal and equitable estate*.—The better opinion is, that they are in B. and his heirs: (See fully Digest 197, 5th edit.)

26. *Mortgage*.—The heir-at-law of A. and his legal personal representatives must join in a reconveyance. The heir-at-law grants the legal estate, and personal representatives ratify the grant and give receipts for the money: (Digest 186, 5th edit.)

27. *Husband and wife*.—During coverture the husband has a freehold interest in the lands, which gives him a right to receive the rents and profits and to make leases thereof for twenty-one years; but, subject to these rights, he cannot convey or charge the lands for a longer period than while his own interest continues. If the issue are capable of inheriting as next heirs of the wife and he survives, he becomes tenant by the curtesy: (2 Steph. Com. 278, &c., 5th edit.; Digest 154, 4th edit.)

28. *Descent*.—D. first, because B. was not the root of descent; and secondly, because males are preferred to females: (Digest 261, 5th edit.)

29. *Descent*.—The lands of A. will go to the brother of his mother, for here A. took the lands *ex parte maternâ*, and consequently relations on the father's side cannot inherit, the descent never having been broken. The lands of B. will, however, go to the brother of the father, for the will of the mother broke the line of descent and made B. the purchaser and root of descent; and the 3 & 4 Will. 4, c. 106, s. 7, enacts that the paternal line of the ancestors is to be preferred to the maternal: (1 Steph. Com. 416, 432, 433, 5th edit.; Digest 262, 5th edit.)

30. *Lapse*.—A legacy to the son will not lapse but he will be paid to his next of kin, unless he leaves a will disposing of the legacy thereby. The legacy to the nephew will lapse and fall into the residue if one, if none it will go to the testator's next of kin: (1 Vict. c. 26, s. 33; Hayes & Jarm. Conc. Wills 73, 105, 6th edit.; Digest 247, 5th edit.)

31. *Sale of settled estates*.—Yes; A. may apply by petition to the Court of Chancery for an order for a sale of such estates. The tenant in tail being under age a guardian must be appointed to consent, which is done by summons supported by affidavit, showing (1) the age of the infant, (2) whether he has a parent or guardian, (3) where he resides and by whom maintained, (4) in what way the guardian is connected with the infant and why proposed and how qualified, (5) that the guardian has no adverse interest and (6) consents to act; also the consent of all persons having any estate or interest under the settlement prior to the estate tail, whether as trustees for unborn persons or in their own right: (See 19 & 20 Vict. c. 120; Judges' Reg. Aug. 1857; Digest 166, 368, 4th edit.)

32. *Mortgage debt*.—The heir-at-law must now, by force of the 17 & 18 Vict. c. 113, take the lands subject to the mortgage: (Digest 187, 5th edit.)

33. *Devise*.—*Joint tenancy*.—A devise does not operate as a severance of a joint tenancy therefore E. takes nothing. The devisee F., however, will take under the devise to him as a tenant in common may devise his undivided interest: (Digest 242, 5th edit.)

34. *Contingent remainder*.—He may do so; there is no breach of the rule against perpetuities here. Had A. been unborn the limitation would have been bad, or if there had been a limitation superadded to that of the unborn son: (See Will. R. P. 253, 254, 7th edit.; Digest 234, 5th edit.)

35. *Executory interest*.—B. may sell and convey his executory interest in the land to a purchaser by deed under the authority of the 8 & 9 Vict. c. 106, s. 6: (Digest 220, 5th edit.)

COUNTY COURTS.

NOTES OF NEW DECISIONS.

Costs.—COUNTY COURTS ACT 1867 (30 & 31 Vict. c. 142)—SLANDER.—SUFFICIENT REASON FOR BRINGING ACTION IN SUPERIOR COURT.—RECORD.—The plaintiff in an action for slander imputing a felony recovered upon a writ of inquiry 5*l.* damages. The under-sheriff before whom the writ was executed did not certify for costs, being of opinion that he had no power to do so. The plaintiff applied to the court for his costs under the 5th section of the County Courts Act 1867, and obtained a rule *nisi*. Neither the rule itself nor the affidavits upon which it was granted referred to the record, nor the nature of the cause of action, nor was the record itself in court. Held, first, that the court might inform itself of the cause of action by reference to the record in the same manner as in the case of a motion for a new trial or in arrest of judgment; and, secondly, the action appearing to be one of slander of a serious character for which the jury

had given more than nominal damages, and such action not being within the jurisdiction of the County Court, there was *prima facie* sufficient reason for bringing the action in the Superior Court, and the plaintiff ought therefore to have his costs: The fifth section of the County Courts Act 1867 applies to actions of slander, but *semble* that *prima facie*, and in the absence of reason shown to the contrary, it is a sufficient reason for allowing plaintiff the costs, that the action could not have been brought in the County Court: (*Craven v. Smith*, 20 L. T. Rep. N. S. 400. Ex.)

CHERTSEY COUNTY COURT.

Tuesday, April 27.

(Before H. J. STONOR, Esq., Judge.)

BENHAM v. WELLS.

Common land.—The right of lord of manor to make grants.

This case involved the rights of the lord of the manor, under certain restrictions, to make grants of common land for purposes of inclosure.

G. White appeared for the plaintiff.

R. Cecil Austin appeared for the defendants.

His HONOUR said: This is an action in which the plaintiff sues the defendants, George Wells and Philip Wells, for damages in respect of two several trespasses upon a close which the plaintiff claims under a grant of the lord of the manor of Chobham. The one trespass is the entering and passing over the said close in the exercise of an alleged right of way. The other is the destruction of the whole of the fence in vindication of alleged commonable rights of pasture and herbage. At first both trespasses were admitted by counsel on the part of the defendants, but subsequently such admission was withdrawn by the defendant George Wells as to the second trespass, and conflicting evidence was adduced as to his participation therein. I may as well say at once that, upon such evidence I am of opinion that he did not commit or participate in the trespass in question, but expressly guarded himself from doing so. For obvious reasons it will be most convenient for me to consider the two alleged trespasses separately, and I will commence with the trespass admitted by both the defendants in respect of the alleged right of way. Accurate maps have been laid before me, and I have also had the advantage of a view of the locality, which is situate on the extensive common of Chobham. The defendants both possess or occupy certain tenements on the common, the one belonging to the defendant George Wells being adjacent, and the other belonging to the defendant Philip Wells, and used as a shop, being a little removed from the high road leading from Chobham to Chertsey. Nearly opposite the first is a public highway from Little Heath opening into the road just mentioned. From this point, and from the defendant George Wells's house to the defendant Philip Wells's house, and also to a road opening on the common upon which is built a public place of worship, and to divers other ways or tracks leading to the high road to Windsor and Egham, before it branches off to these towns respectively, is a pathway or track, which the defendants claim as a public right of way over what was formerly the waste, but is now an inclosure made by the plaintiff under an authority of a grant from the lord of the manor. In support of the right of way the defendants adduced the evidence of the defendants themselves and seven other witnesses who clearly established a right of way for upwards of forty years on the land in question, which was used not only by foot passengers but also by carts, and especially by carts proceeding to the shop of the defendant Philip Wells, loaded with corn. One witness, William Bullen, deposed to having mended the road in dispute with sods and turf, by order of the waywardens or overseers. On the other side, the plaintiff and six witnesses, including Mr. Drewitt, land steward to the lord of the manor (the Earl of Onslow), deposed that they never knew of any road or way where one is now claimed, but only tracks there, and that in fact there was another road leading to the defendant, Philip Wells's, house a little lower down, leading to the chapel and the other ways or tracks, and which had always been a good road; some of these witnesses, however, on cross-examination, admitted that they had seen carts and horses going up this path in good weather, and more frequently going down it, that it was constantly used by foot passengers, that the track road was sometimes repaired by filling up the ruts with turf, as deposed by William Bullen, and that the other road referred to was itself also formerly little more than a track, as indeed were probably most of the roads over the common. Upon the whole I find that there is, and has been for forty years, a public right of way, as claimed by the defendants, and that the same must be deemed absolute and indefeasible under the 2 & 3 Will. 4, c. 71, s. 2, and that, therefore,

it rests upon the plaintiff to show that the defendants are deprived of this right by virtue of the grant to the plaintiff of the land in question by the lord of the manor. Now, without going at present into the validity of that grant in passing the estate conveyed by it, and barring all commonable rights exercisable over the waste as such, it appears to me quite clear that such grant could not possibly bar or affect a public or private right of way which is a common law right, exercisable in derogation of, and not in conjunction with, the rights of the lord over the waste as commonable rights are, and I am therefore of opinion that as to this first alleged trespass, there must be a verdict for the defendants, who have made out their justification. The second alleged trespass, however, raises a question of considerably more difficulty, viz., the validity of the grant to the plaintiff by the lord of the manor, as to the estate conveyed by it, and in barring the commonable rights. In the present case it is admitted that the tenants of the manor, both copyholders and freeholders, are entitled to common of pasture and turbary, and therefore that the lord cannot inclose under the Statutes of Merton and Westminster, which are in affirmance of the common law, and apply only to common of pasture (2 Inst. 87 and 474; *Grant v. Gunner*, 1 Taunt. 435), but must prove a valid custom of the manor enabling him to make such grants. The plaintiff asserts that a custom does exist in the manor of Chobham for the lord, with the consent of the homage, to grant small portions of the waste, leaving sufficient pasture and turbary. The case of *Arlett v. Ellis*, 7 B. & C. 346, is an authority for the validity of such a custom if it is proved, and I shall presently consider whether it is proved in the present case. But I must notice here an objection taken by Mr. Austin, the able counsel for the defendant, that by the 15 & 16 Vict. c. 79, s. 1, it is provided that "no land shall be inclosed without the authority of Parliament in each particular case." Mr. Austin quoted this provision from the well-known treatise on the Inclosure Acts, by the late lamented Wingrove Cooke, 4th edit., p. 163, where undoubtedly the section is so stated, but inaccurately, as on referring to the Act itself I found the provision in question was qualified and extended only to inclosures "under the General Inclosure Acts," and therefore does not affect the present case, where the inclosure is under special custom, nor would it affect inclosures, or, as they are usually termed, approvals, under the statutes of Merton and Westminster. It remains for me, therefore, only to consider whether the existence of the custom in question is proved. The evidence on this point consists of the court rolls, and of the oral testimony of witnesses as to the acquiescence of all parties interested in numerous grants made in pursuance of this custom for nearly thirty years, commencing in the year 1841. Previously to the last mentioned there is one, and only one, entry of a grant of this kind on the court rolls, viz., of the 25th Oct. 1672, 24 Charles II., and which has been translated as follows: "At this court the lord of the manor aforesaid, with the consent of the homage and divers other tenants of the manor aforesaid, and in consideration that William Younge hath laid out divers sums of money in defence of the title to the waste of the manor aforesaid, hath granted to the aforesaid William Younge two acres of the waste aforesaid lying in a certain place there, called South Moor: To have and to hold to the aforesaid William Younge and his heirs for ever by copy of court roll at the will of the lord according to the custom of the manor aforesaid by the yearly rent of 2*l.* fine certain 2*s.* 6*d.*, and heriot certain 2*s.* 6*d.* on the death and surrender of every tenant thereof, and other services as other tenants by copy of court roll of the manor aforesaid of right accustomed; and he gives to the lord now for a fine for such estate so to be had thereon nothing, because he hath granted the aforesaid two acres of his special favour, and so is admitted tenant thereof and hath seisin by the rod and did fealty to the lord." The rolls in this manor only commence ten years previously to the grant, viz., on the 21st Oct. 1662, and the earlier court rolls were probably lost during the disturbances in the time of Charles I. and the Commonwealth. They continue from 1662 till the 21st Nov. 1728, 2nd George II., and then cease till the 12th Oct. 1752, 26th George II., at which date the following important entry occurs: "James Pullen was admitted tenant to one cottage and twenty perches of land, more or less, to the same adjoining formerly part of the waste of the same manor, to be held by copy of court rolls." No previous grant, or licence, or admission can be found in reference to the above copyhold; and at subsequent courts similar entries frequently occur, indicating that prior grants of the waste land had been made by the lord, probably during the periods for which the court rolls are not extant. On the 30th April 1841, 4th Victoria, the following entry occurs: "At this court the homage and tenants of the

manor present in court do consent and agree that the lord of this manor may grant to the Rev. James Terram a piece of ground, parcel of the waste of this manor, containing one acre or thereabouts, for the purpose of thereon erecting a chapel of ease, situate at the west end, adjoining Paines-lane, upon such terms and for such estate as the said lord may think proper; and in pursuance of this Act the lord granted the land in question to the person named. In the years 1842, 1843, 1849, and 1858 similar grants were made at the rate of about one a year. In the years 1859 and 1860, fourteen such grants were made in each year. In 1861 there were six such grants. In 1862 there was only one. In the years 1868 there were twenty-five. The grants to the plaintiffs are dated the 27th May 1859, and 6th May 1861, which are in evidence, and which are substantially the same as the ancient grant of the time of King Charles II. All these grants are of very small pieces of land, generally less than one acre, and never exceeding three acres; but it was stated that there had been two grants of considerable extent (upwards of thirty acres each)—one in 1784 to Sir William Abdy, and another in 1835 to Sir Denis le Marchant, and that the latter was confirmed by a private Act of Parliament; but of neither of these grants was any evidence given. In all the grants during the last thirty years, and indeed, in the two others which I have mentioned, all parties interested seemed to have acquiesced, and the grantees to have been left in undisturbed possession of the land granted to them. The evidence of Mr. Drewitt and other witnesses leaves no doubt upon this point, at least as to the later grants. Under these circumstances the defendant, Philip Wells, resolving to assert his right of way across this land, granted to and inclosed by the plaintiff, and also his right of common, of pasture, and turbary upon it, not only effected a passage over the land as his father had done, but also levelled the whole of the fence of one side, so as to throw open the land. Now there is no doubt, upon the evidence before me, that the defendant, in respect of the tenement which he occupied, and as the lessee of the freeholder, was *prima facie* entitled to the commonable rights enjoyed by the freeholder and his father before him, and there is also no doubt that in pulling down the entire fence the defendant and those whom he employed pursued strictly legal means of asserting it against the plaintiff. Mr. Justice Bayley, one of the greatest judges who ever sat on the bench, says: "The authorities cited from Brooke's Abridgment and the Year-Book satisfy my mind that where a fence has been erected upon a common inclosing and separating parts of that common from the residue, and thereby interfering with the rights of the commoners, the latter are not by law restrained in the exercise of those rights to pulling down so much of that fence as may be necessary for them to remove for the purpose of enabling their cattle to enter and feed upon the residue of the common, but that they are entitled to consider the whole of that fence so erected upon the common as a nuisance, and to remove it accordingly," *Arlett v. Ellis*, 7 B. & C. 362; and Mr. Justice Littledale, another very great judge, observes in the same case that "there does not appear to be any reason why the commoners should not pull down the whole fence," and that "it is much more convenient than that he should bring an action for every obstruction," *Ibid.* 378. I much regret, therefore, that in a case where the title was so evidently in dispute, and where there was so much doubt and difficulty as the present, that any magistrate should have convicted and sentenced to hard labour for wilful damage a man who was only employed by the defendant, Philip Wells, to remove these fences on this occasion, especially as a similar charge had previously been made against another person, who was called as a witness in this case, and most properly dismissed by a very experienced and respected magistrate, Mr. Briscoe. I now come to the main point of this case, whether the right of the lord of the manor and homage to make the grants in question is sufficiently proved by the necessarily meagre and somewhat unsatisfactory evidence which has been furnished in support of it. I confess that this is a subject of much difficulty, and on which I have bestowed much consideration. And, firstly, the Prescription Act (3 Will. 4, c. 71), "shortening the time of prescription in certain cases," clearly does not apply to the present case; nor, of course, does the Statute of Limitations (3 & 4 Will. 4, c. 27), and the plaintiff must recover on the strength of the title of the lord of the manor to make the grant in question. Now, it cannot, I think, for a moment be contended that the grants of the last thirty years would, by themselves, sufficiently evidence such a custom, although no doubt those grants, and the acquiescence of the commoners and all parties interested certainly create a presumption in favour of the custom. The grants of 1784 and 1835 do not appear to me (if evidenced), to assist the claim of the lord, but rather to challenge a closer scrutiny into it. We next come to the

grant of the time of King Charles II. 1672, which notwithstanding its peculiar circumstances is certainly strong evidence of the custom contended for. A single ancient entry has been held sufficient to prove the nature of the descent of copyhold, there being no contradictory instances, *Dee Mason v. Mason*, 3 Wills. 63, and, as observed by Lord Ellenborough in *Roe d. Bennet, v. Jeffrey*, 2 M. & S. 92, "one act undisturbed does not make a custom, but it is evidence of a custom." The various entries of admissions to inclosures, of which the original grants are not forthcoming, are, however, to my mind, very strong evidence of the existence of the custom, and taking into account the loss of the court rolls antecedent to 1662, and for the period between 1728 and 1752, the balance of testimony, in my opinion, inclines evidently in favour of the custom; especially as I think that, having regard to the limitation in quantity, the saving of sufficient pasture and turbary, and the consent of the homage being required in respect of all grants, it is likely to prove beneficial to those directly interested, and also to the public. Being of opinion that the defendant, George Wells, has made out his justification of the first trespass alleged against him, and is not proved to have committed, or participated in the second, I find a verdict in his favour; and although there is evidently much ill-will on his part towards the plaintiff, and although I do not think that any real injury has been occasioned to him or the other defendant by the interruption of the right of way, although, possibly, some injury may have arisen from the inclosure of the land and the building of the houses along the front of the road, still I think, considering the important question which has been raised by the plaintiff, and is now decided by this court under the authority of the recent Act (30 & 31 Vict. c. 142), that I must allow the defendant, George Wells, his costs under the scale provided by that Act and the general rules. With regard to the other defendant, Philip Wells, I am, of course, also of opinion that he has justified the first alleged trespass in the assertion of the right of way cleared by him, but after much consideration and some doubt that he has failed in justifying the second alleged trespass admitted by him in the destruction of the fence in asserting his rights of pasture and turbary, which rights I hold to be barred by the grant the lord with the consent of the homage made, the circumstances of the case, and especially the conviction now before me of the man employed by him in the sum of 3l. 6s. 8d. and costs (satisfied as to the latter, but not as to the defendant Philip Wells, by the severe penalty of one month's imprisonment with hard labour), I think that I shall meet the ends of justice by giving a verdict against him for the like amount in respect of the like damages which the plaintiff ought to have sued for here, or in some other civil court, in the first instance. I will also allow the plaintiff the court fees on that sum, and the costs of the advocate and one witness, Mr. Quilly, who produced the court rolls, and of the map produced, according to the scale just mentioned, but no further costs. There will be a verdict for the defendant George Wells, with costs as above, payable in a month, and a verdict for the plaintiff against Philip Wells for 3l. 6s. 8d., with costs, also payable in a month.

While then stated that three labourers had been convicted in 3l. 6s. 8d. each, with imprisonment and hard labour, and that the aggregate amount of such penalties (10l.) was the damages found by the magistrate who convicted.

Austin consented to the verdict against the defendant Philip Wells for 10l.

PORTSMOUTH COUNTY COURT.

(Before C. J. GALE, Esq., Judge.)

THE MARY ANN.

Procedure under the Admiralty jurisdiction.

In this case the judge was assisted by two nautical assessors, Capt. Shute B. Piers, R.N., and Capt. G. H. Parkin, R.N. The plaintiffs were James Lawrence and others, and the defendants the owners of a barge named the *Mary Ann*, 49 tons, of Harwich. The suit was instituted by the plaintiffs to recover 300l., for salvage services rendered.

Witt, barrister (instructed by Pritchard and Sons, of Doctors'-commons), appeared for the plaintiffs.

Elliott (of the firm of Binsteed and Elliott, of Portsmouth) for the defendants.

While the court was waiting for the arrival of the witnesses, a discussion took place as to the manner in which the proceedings should be conducted.

Witt said the intention of the Act was that proceedings should be conducted in precisely the same way as in ordinary cases in this court.

His HONOUR.—Is an appeal given?

Witt said there was an appeal given in all other cases. The appeal was only by leave of the judge. An appeal might be made to the High Court of Admiralty.

His HONOUR said in the County Court an appeal was only allowed on a point of law by a case. It seemed to him that the 26th section gave a general right of appeal.

Elliott.—Unless there was an agreement not to appeal, but he could not bind the owners, who lived at Harwich.

His HONOUR.—Are you agreed upon the value of the vessel saved and the cargo?

Elliott said they were very nearly; it was a matter of 50l. or thereabouts. The salvors made out that the vessel was worth 50l. more than they did.

It appeared that Mr. Beck had valued the vessel at 250l., and they had called in Mr. Reed, a ship builder, who had valued her at 200l. The value of the cargo, according to Mr. Beck's estimate, was 637l. 10s.

Witt referred to a provision in the Mercantile Shipping Amendment Act, which enacted that when any salvage question arose, the receiver of wreck for the district, on the application of either party, might appoint a valuer to value the property in respect to which the salvage claim was made, and a copy of the valuation, purporting to be signed by the valuer, and attested by the receiver, should be received as evidence in any subsequent proceedings. Under this section they had made an application to the receiver of wreck to get this wreck and cargo valued, and he had done so.

His HONOUR.—The Act of Parliament does not make his valuation conclusive.

Witt said he supposed it was considered that it would form a good basis.

Elliott said their valuation of the ship was 200l. and the cargo 660l.

Under the circumstances proved the COURT thought that 70l. would be ample compensation.

Witt asked his Honour to allow the costs to be taxed on the higher scale. There were two scales, the lower for cases where the amount awarded did not exceed 100l., and the higher where it was above 100l., except the judge should otherwise order.

His HONOUR said he did not see anything to take the case out of the ordinary rule, that costs should be governed by the amount recovered. The plaintiffs made a demand which was very much too large, while the defendant's offer was very much too small, and he thought it was fair and reasonable that the costs should abide the event.

THE DEFALCATIONS BY A COUNTY COURT OFFICIAL.—Samuel Drew Foulkes, late Deputy Registrar at the Wolverhampton County Court, was brought up on remand, charged in five separate cases with fraudulently altering an original record of the County Court. The depositions taken on the previous occasion were read over, and the prisoner was formally committed to take his trial at the assizes on each of the charges. Bail refused.

CORRESPONDENCE OF THE PROFESSION.

[NOTE.—This department of the LAW TIMES being open to free discussion on all professional topics, the Editor is not responsible for any opinions or statements contained in it.]

REG. v. JOHN TAYLOR.—REG. v. CANWELL AND DUNN.—The decision of the Court of Criminal Appeal in the above cases, as it appears in your reports of 8th May 1869, pp. 402-3, is so startling to me as a clerk of indictments of some little experience, as well as to other gentlemen with whom I have discussed the subject, and appears to me to be so utterly unsupported by any known rules as to the construction of indictments, that I feel it my duty at once to call attention to it, in the hope of ascertaining whether or not the precedent is one that is likely to be followed in future cases. Assuming, as I do, the accuracy of your report, it appears that no counsel appeared for the prisoner, a circumstance, I think, not entirely to be left out of consideration. The prosecuting counsel referred to the following cases:—1. *Reg. v. Oliver*, which judicially decides simply that upon an indictment charging an assault occasioning actual bodily harm it was competent for the jury to convict of a common assault (a proposition which, I apprehend, was as clear before as after that decision); 2. *Reg. v. Yeadon*, in which the case of *Reg. v. Oliver* is relied upon, and which decides simply the same thing and nothing more; 3. *Reg. v. Ingram*, which decided, in the reign of Queen Anne, that a battery includes an assault. The prosecuting counsel appears also to have referred to Hawkins' Pleas of the Crown in support of the last thoroughly undisputed proposition. Upon the authority of these cases, the prisoner Taylor, who is indicted for unlawfully and maliciously wounding, and inflicting grievous bodily harm upon one T. M. (offences having no existence as such at common law, but now existing as offences simply by virtue of the statute 24 & 25

NOTES AND QUERIES ON
POINTS OF PRACTICE.

Queries.

5. BOROUGH AND COUNTY MAGISTRATE.—Would one of your correspondents kindly inform me through the medium of the *LAW TIMES* what are the proper steps to take, and the usual mode of proceeding, for a gentleman retired from the legal profession, and no longer on the roll of attorneys, and who is possessed of the requisite property qualification as regards the county, in order to be appointed a borough as well as a county magistrate?

INQUIRER.

6. WILL.—A. by will gave all his real estate to trustees to use during his wife's life, and in case his wife should die before his youngest child should attain twenty-one, to the use of the trustees until his youngest child should attain twenty-one, in trust to pay the rents to wife for life, and then for his children until his youngest child should attain twenty-one; and upon the decease of his wife, or upon the youngest child attaining twenty-one, whichever event should last happen, the testator gave his real estate to all his children living at the time of his wife's death, or youngest child attaining twenty-one, whichever event should last happen, as tenants in common, with clause of survivorship in case any children should die before the happening of the event lastly referred to without leaving issue. But in case there should be no such child living on the happening of the event lastly thereinbefore referred to, the testator gave the same real estate unto and to the use of his own right heirs. The wife is the sole surviving trustee under the will. The testator left several children; one only (a son) now survives, the others having died without issue. The widow and surviving son are desirous of selling the real estate, but the purchaser objects to the title. Can the widow and the son (who is twenty-one, and the testator's heir-at-law) together make a good title?

Q.

7. CONVEYANCING PRECEDENTS.—I shall be glad to be informed by any of your numerous readers where I may find the following precedents: 1. A conveyance to a married woman of property paid for by the husband; 2. A similar conveyance when the money is the wife's separate money; 3. A mortgage by the married woman in each of the above two cases?

INQUIRER.

8. CONVEYANCE.—In a conveyance of lands, the following are the limitations to the purchaser: "To have and to hold said pieces or parcels of land, &c., unto the said A. B. and his heirs, to the use of such person and persons for such estate and estates, interest and interests, and to and for such intents and purposes, and under and subject to such powers, &c., and in such manner as he, the said A. B., by any deed or deeds, &c., with or without power of revocation, &c., shall appoint, and in default of, and until such appointment, and so far as no such appointment shall extend, to the use of the said A. B." It will be observed there are no words of limitation to the ultimate use. What estate has the purchaser in the lands conveyed?

AN ARTICLED CLERK.

9. CREDITOR OMITTED FROM DEED OF ARRANGEMENT.—Will any of your numerous readers be so kind as inform me whether, in case a creditor is omitted in the statement of debts required to be filed with a deed of arrangement under sect. 192 of the Bankruptcy Act 1861, such deed, when duly filed, is a bar to an action by the creditor for the amount of his claim? By answering this query with reference to any authority or case on the subject would much oblige.

E.

10. ARTICLED CLERK.—1. By articles of agreement, dated 15th April 1865, A. became bound to serve B. as his clerk "from the day of the date hereof, for, and during, and until the full end and term of five years thence next ensuing, and fully to be complete and ended." When can A. pass his Final Examination and be admitted? 2. How many hours a day can a principal compel his articled clerk to work? He works now from nine a.m. to seven p.m., including Saturdays, and sometimes on a Sunday, and is suffering in health from overwork, but the principal refuses to alter the hours. 3. Arrangements are made by B. to article E. in the month of April 1864, and E. enters B.'s office on the 5th May 1864, for a month on trial; at the end of the month all parties are satisfied, and final arrangements are made, a salary is fixed, and the articles are drawn up and approved, and engrossed, but are not signed and stamped till the February following, in consequence of B. being called away about that time, and the articles were placed on one side and mislaid. E. thinking it of no consequence as long as he served his five years with B. It is now desirous that E. should be admitted as early as possible. When can he enter for his Final Examination?

E.

(11.) MARRIED WOMAN—SEPARATE ESTATE—ADULTERY.—A., by post-nuptial settlement, gave to his wife power to appoint, by deed or will, the equities of redemption of various valuable properties and the surplus moneys arising from the sale thereof. Fourteen years after the date of the deed she lived in adultery, first having gone through a form of marriage in a foreign country, and she subsequently appointed, by deed and will (the latter of which is duly proved), the properties to the person with whom she lived in adultery. The ultimate remainder in the post-nuptial settlement is to A., the first husband, on default of appointment by his wife. No proceedings were taken in the Divorce Court by A. Will any of your readers refer to any authorities or law which will invalidate the appointments, or say if the elopement and adultery was a revocation of the power of appointment contained in the deed? T. M.

12. MORTGAGES BY DEMISE.—Some practitioners are under the impression that when a mortgage for a term is paid off the term is as it were satisfied and is extinguished, and consequently they do not call for a surrender or re-assignment. But the best opinions incline the other way, unless the mortgage-money be paid off on the very day stipulated in the proviso for

redemption. In practice I always call for the junction of the mortgagee in and subsequently dealing with the property for the purpose of divesting him of the legal estate. I think the subject is one of great importance, and I should be glad of the views of your readers on the following:—In all mortgages by demise let this declaration (or something like it) be incorporated: "It is hereby expressly declared that if the said (mortgagor), his heirs, executors, or administrators, shall after the time hereinbefore stipulated for payment of the said sum of _____ and interest, and before the exercise of the power of sale hereinbefore contained, pay unto the said (mortgagee), his executors, administrators, or assigns, the said sum of _____ and all interest and other moneys due hereunder, and the said (mortgagee) his executors, administrators, or assigns shall endorse, or cause to be endorsed, on these presents a memorandum or receipt under his or their hand or hands evidencing such payment, then and in such case the said (mortgagee) his executors, administrators, or assigns shall from thenceforth stand possessed of the said lands, &c., in trust for the said (mortgagor), his heirs and assigns, for the residence then unexpired of the said term which shall thereupon become attendant upon the inheritance of the said lands, &c., and subject thereto shall be deemed to be satisfied and absolutely cease and determine." See Satisfied Terms Act (8 & 9 Vict. c. 112).

X.

13. LEASE.—What is the practice as to engrossing a lease and the counterpart? Does the lessor's solicitor engross both? And when nothing is said about costs, how are they borne?

LEX.

Answers.

(Q. 109.) TRANSFER OF MORTGAGE.—M. E. S. has misunderstood the query. He will find, on referring to it, that it was stated the mortgagee had devised his trust estates to B. and C., who were also his executors, and, consequently, the transferee will get the legal estate from them. The difficulty is as to the assignment of the mortgage debt, one of the executors of the mortgagee being also the transferee. I shall be obliged if some experienced conveyancer will give me his view upon it.

H. E. JUN.

(Q. 2.) COVENANT TO REPAIR IN LEASE.—The judge of a County Court holds that the effect of qualifying a covenant to repair, and leave in repair (usual form) by adding such words as "fair wear and tear excepted" is to render it almost nugatory, inasmuch as, in his opinion, the tenant is relieved of all liability to repair, except as to wilful damage. From this it would appear that in order that as much protection may be afforded the landlord as the tenant, the covenant should be retained in its simple form, and left open to proper legal construction as mentioned by "M. E. S." in his reply. The words just quoted are, I believe, commonly considered a very proper qualification to this covenant, but in view of recent decisions, it would seem that they should be carefully excluded from all forms. As a point of practice, the subject deserves consideration, and I should like to see further opinions in future numbers.

C. ST. AUBYN ANGROVE.

(Q. 3.) EQUITY OF REDEMPTION—MORTGAGE.—I may state for "J. G.'s" guidance that acknowledgment of a conveyance by a married woman was insisted on by the purchaser's solicitor, under the following circumstances: A. being seised in fee, by deed duly acknowledged, joins with her husband in mortgaging the estate for securing a sum of money borrowed by the husband, as in the case put by "J. G." The proviso for reconveyance declared that on payment of mortgage-money and interest, the mortgagee would reconvey to such uses upon such trusts and for such estate or estates, intents and purposes as the husband and wife should during their joint lives by any deed or deeds jointly direct or appoint, and in default thereof to use of it in fee. The mortgage was paid off, but no reconveyance was taken till the husband and wife agreed to sell the property, when they requested the mortgagee's representatives to join in the conveyance, which they did in the usual way. The husband and wife in joining in the conveyance also appointed under the power given above.

SOUTHAMPTON. C. ST. AUBYN ANGROVE.

—There is no necessity for A. to acknowledge the deed whereby she proposes to mortgage her equity of redemption, and it would be incorrect if she did so. The new mortgage will be by appointment under the power limited to A. by the original mortgage, and there is not even a necessity for the concurrence of her husband.

M. E. S.

(Q. 4.) EXECUTORS.—The jurisdiction conferred upon County Courts in administration cases is confined to suits by creditors, legatees, devisees, heirs-at-law, or next of kin. The only way then, in which an executor can get the estate of his testator wound-up in the County Court is to procure one of these parties to institute the suit. But if the executor is also a trustee under the will, he may, for the purpose of carrying out the trusts reposed in him, take advantage of the jurisdiction in that behalf granted to the County Court.

M. E. S.

LAW LIBRARY.

Compensation to Land and Houseowners; being a Treatise on the Law of Compensation for Interests in Lands, &c., payable by Railway and other Public Companies. By THOMAS DUNBAR INGRAM, Barrister-at-Law. Second Edition, by J. J. ELMES, Barrister-at-Law. London: Butterworths.

THE importance of this subject to railways and enterprises of a public nature, not less than to the owners of land whose interests are, by a species of confiscation, seized and appropriated without their owner's consent, sufficiently justifies the devotion of a distinct volume to a single branch of railway law. The appear-

Vict. c. 100, s. 20), is convicted of the common law offence of an assault, although no assault is charged in the indictment, and although (as I shall venture to submit), the indictment does not even charge any offence whatever. Chief Baron Kelly is reported to have said, in giving judgment, "Although the word 'assault' does not occur in either count of the indictment, yet both counts necessarily include an assault," &c. I am not aware of any decided authority for this proposition; and I venture, although most respectfully, and with the very greatest deference, to question it as thus stated, as I do not think it clear that it would be impossible to imagine a case of wounding coming within at least the words of the section without any assault. If, however, the above proposition of the Lord Chief Baron be indisputably true, still I am not aware of any case which decides that, by the common law a prisoner can be convicted of an assault, or any other offence, unless that assault or other offence be expressed in words charged in the indictment. The rule on this subject, as laid down in *Starkie's Criminal Pleadings*, vol. 1., p. 41, is thus stated: "And in general, whenever an offence as described in the indictment is made up, partly of facts and circumstances, which constitute a less aggravated offence, and partly of circumstances peculiar to itself, the defendant may, if the evidence warrant such a conclusion, be found guilty of the more simple, and acquitted of the more serious offence." Upon this well-known and perfectly intelligible rule the decision in *Reg. v. Oliver* is founded; but I venture to submit that there is no authority to warrant its extension to offences not described in the indictment; and that it is a dangerous precedent to do so. Moreover, I venture to assert that the indictment, as set out in your report, charges no offence whatever; inasmuch as it purports to charge two offences which, as described therein, are not offences at all at common law, but are simply misdemeanors created by the statute, and yet are not alleged to have been committed against the statute. I presume that the draftsman relied upon 14 & 15 Vict. c. 100, s. 24, which provides that "no indictment shall be held insufficient for (amongst other things) want of a proper or formal conclusion." I am not, however, aware of any case which decides that this provision extends to warrant the omission of the conclusion "against the form of the statute" where the offence is a statutable one; and as the same section expressly authorises the omission of the words "against the peace," and provides for the case of the insertion of the words "against the form of the statute" in the singular number instead of in the plural, or *vice versa*. It seems clear that it was never intended to dispense with the necessity for the statutory conclusion where the offence was statutory. I, therefore, submit, with great deference, that the indictment was bad on the face of it.

T. G.

NOTARY PUBLIC.—In many towns there is no officer of this description for the purpose of taking ship protests, &c., and the unsatisfactory, although apparently not really irregular practice is adopted of having them taken before a Chancery commissioner. This is probably owing to the heavy and disproportionate amount of stamp duty (30%) payable on appointment (in addition to the attendant fees and expenses of about 15%), it being inconveniently large for those solicitors who are the only practitioners whose purpose would be served by obtaining the appointment. Being myself one of this class, and desirous of acting in that capacity, I should be glad to communicate with other solicitors similarly circumstanced, with the view of discussing and determining among ourselves whether a reduction of the duty would be best obtained by a joint petition to the House of Commons, or an address to the Chancellor of the Exchequer, or how otherwise.

CIVILIAN.

12th May 1869.

COUNTY COURT PROCEDURE.—I observe in your Saturday's number a notice of a petition for a reform of County Court Procedure. I wish to suggest that in the first of the proposed amendments the words "or agent" be omitted. The court has a right to the guarantee for correctness, which is implied by the process being issued to solicitors only, and it is very desirable that such process should not be committed to any person who may choose to represent himself to be the "agent" of a suitor, such agencies are too numerous already.

J. HESTER.

PROMOTIONS & APPOINTMENTS

Mr. Grundy, of the firm of Grundy and Coulson, of Manchester, has been appointed an Extraordinary Commissioner to administer Oaths in the Irish Court of Chancery, for the counties of Lancashire and Cheshire; and also a Commissioner for taking Affidavits in the Courts of Queen's Bench, Common Pleas, and Exchequer of Pleas, Ireland.

ance upon the title-page of the words "second edition," attests in the most conclusive manner that Mr. Ingram had rightly measured the requirements of the Profession when he designed the monograph before us. Seeing what a small space the subject occupies in the statute book, it would scarcely have been credited, but for the evidence of the work itself, that a treatise of 226 pages could have grown out of it. But such is the fact, and this without any undue expansion; the cases are not cited at needless length, nor are extraneous topics introduced to swell the volume. The work is divided into thirteen chapters, treating of agreements with promoters of companies before they have obtained their special Act, and the course to be pursued by a landowner opposing the Bill; of contracts with the company after incorporation; of the powers possessed by railway and other public companies for compulsory purchase, and the manner in which they are to be exercised; and of the restrictions imposed upon those powers. An interesting chapter is devoted to the much litigated questions relating to lands injuriously affected, and this is followed by three chapters in which the author has collected the cases, classifying them under three divisions; first, where lands are taken or purchased, but not entered upon until the purchase money and compensation are ascertained and paid; secondly, the cases in which the property is taken, or injuriously affected, before satisfaction made to the owners; and, thirdly, the cases of loss and damage not remediable either by compensation or action at law. The various modes of assessing compensation are next considered; then the manner of dealing with the interests of lessees and tenants at will; then the question of costs; and, lastly, certain special cases of compensation peculiar to railway companies. The appendix contains no less than sixty forms, required in the practice of this branch of the law, and the statutes and parts of statutes in which it is embodied. The index is very ample. Thus it will be seen to be a book very valuable to all solicitors who may be concerned either for railways or for the persons whose properties are affected by them.

Indian Criminal Law and Procedure. By M. H. STARLING, L. L. B., Barrister-at-law. London: Allen & Co.

A VOLUME of nearly 700 closely-printed pages embodies the entire of the criminal law of our Indian Empire. Mr. Starling, who has had extensive experience as a practitioner in the criminal courts in England, was peculiarly qualified for the laborious task which he has performed so well. If time and space would permit, an extremely interesting and instructive review of this work might point out the differences between the criminal law we apply to our Eastern Empire and that we enforce at home, with the reasons, ethnological and religious, for some of the remarkable divergencies which would be found to exist. Such a treatise, though impracticable in our crowded columns and amid the various claims upon our attention, would be an appropriate theme for the *Law Review*, and we commend it to the notice of our quarterly contemporary. Mr. Starling will, we hope, receive the reward of his useful labour in the employment of the knowledge and ability of which he has thus proved the possession, where the Indian public may have the benefit of them.

LAW SOCIETIES.

LAW STUDENTS' DEBATING SOCIETY.

At the meeting of the Society, held at the Law Institution, Chancery-lane, on Tuesday evening last, Mr. Warrington in the chair, the question for discussion was, "Does an immaterial alteration made in a deed by the person taking a benefit under it after the execution of the deed, render it void?" which was opened by Mr. G. P. Amos in the affirmative. The society decided in the negative by a large majority.

LIVERPOOL LAW STUDENTS' DEBATING SOCIETY.

The ninth meeting of the session was held on Friday, the 30th April, Mr. Bright presiding. The question for discussion was—XIV. Jurisprudential. "Ought married women to stand in the position with regard to their property as *femes sole*?" Mr. French opened the debate in the affirmative,

but, after a long discussion, the negative side of the question was carried.

THE SOLICITORS' BENEVOLENT ASSOCIATION.

At the usual monthly meeting of the board of directors, held at the Law Institution, London, on Wednesday the 5th inst., Wm. Strickland Cookson, Esq., in the chair, the following directors were present—Messrs. Hedger, Nelson, Rickman, Shaen, and Sidney Smith; Mr. Eiffe, secretary.

A donation of 20l. was granted to the necessitous widow and children of a non-member; and nineteen new annual members were admitted to the association.

LEGAL OBITUARY.

MR. EDWARD CHALLINOR.

We have to record the death of Mr. Edward Challinor, of Hanley, who died on the 25th ult. at his temporary residence, Oak Mount, Withington, near Manchester, at the age of 52 years. Mr. Challinor was admitted in Easter Term 1839, and practised at Hanley from the year 1840 up to the time of his illness, which fell upon him early last year. Mr. Challinor had been town clerk of Hanley since the incorporation of the borough, he having been most instrumental in obtaining the charter. He was also clerk to the local board of health, and to the burial board of Hanley, and registrar of the Hanley, Burslem, and Tunstall County Courts, and was likewise solicitor to the respective boards of health of Burslem and Tunstall, and held many other public and important appointments. He was much looked up to and respected in his profession.

LEGAL NEWS.

FRENCH COURTS AND COURT COSTS.—A curious case has recently been tried in Saigon. It appears that Captain Jeffries, of the ship *Mexicana*, induced the plaintiff to enter into a contract to freight the ship *Mexicana*, the captain guaranteeing the vessel to be classed A 1 for at least a year from date. It was afterwards discovered that the vessel was not classed either at Lloyd's or Veritas, and as the plaintiff would be obliged to insure the goods shipped, he could not avail himself of the charter, and sued in the Commercial Tribunal to compel the defendant to fulfil his part of the contract, and within a certain time to provide the plaintiff with a ship of the description specified. The court directed that the defendant should fulfil the contract, that is, find a ship of the proper description within eight days, and gave judgment against him in costs. The defendant appealed the case to the Superior Court, immediately, when it was decided that the former judgment was wrong in law, as it should have fixed damages at a given sum, instead of decreeing defendant to perform an impossibility. Judgment was therefore entered for plaintiff for 1000 francs and costs. And now comes the bill of costs, a fact that will scarcely be believed here, where going to law is such an expensive luxury that poor people cannot afford it. It is appended to the report of the case in the *Saigon Advertiser and Shipping Gazette*. The costs of the first trial were 40 francs 20 centimes, exclusive of registering fees,—equal to 10.644 dollars.

WHEN THE TAXES ARE TO BE PAID.—A statement, in the form of a Parliamentary return, has been issued, showing the periods in the years 1869-70 and 1870-71 when, under the scheme of the Chancellor of the Exchequer, payments will have to be made in respect of assessed taxes and licence duties respectively by persons who have kept articles liable to duty previous to or in either of those years; and also showing the periods in the years 1869-70 and 1870-71 in which, under the same scheme, house duty, land tax, and income tax, under the several schedules, will be collected, and in respect of what year's assessment, or part thereof, each such collection will be made. From this statement it appears that payments will have to be made in respect of assessed taxes and licence duties; and house duty, land tax, and income tax will be collected, under the scheme of the Chancellor of the Exchequer as follows, viz., after—

- 1869—Oct. 10.—First payment of assessed taxes on 1868-69.
- 1870—Jan. 1.—Income tax on schedules A. B. D., for financial year 1869-70.
- " Jan. 1.—Income tax on schedules C. and E., paid by deduction in each quarter of the fiscal year.
- " Jan. 1.—Payment of land tax and house duty for 1869-70.
- " Jan. 1.—Licence duties for articles to be kept in the year ending the 31st Dec. 1870.
- " April 5.—Payment of second moiety of the assessed taxes on 1868-69.
- 1871—Jan. 1.—Same payments as Jan. 1870.

THE GAZETTES.

Professional Partnerships Dissolved.

Gazette, May 4.

LUCAS, JOSEPH, and SHOWLER, ROBERT FRANCIS, attorneys and solicitors, Trinity-pl., Baring-cross, May 3.
TATLEUL, GEORGE WILLIAM, and JONES, JOSEPH SPURDELL, attorneys, solicitors, and conveyancers, To quay, March 5.

Bankrupts.

Gazette, May 7.

To surrender at the Bankrupts' Court, Basinghall-street.
AYTON, WILLIAM GEORGE, courier, Charlotte-st., Sloane-st., and Hill-st., Knightbridge. Pet. May 4. Reg. Pepps. O. A. Graham. Sol. Watson, Basinghall-st. Sur. May 23.
BONNET, JOHN CONRAD, tailor, Woolwich. Pet. May 1. O. A. Stansfeld. Sol. Messrs. Spiller, South-pl., Finsbury. Sur. May 24.
BREARLEY, ASLEY FRANCIS, gentleman, Portico-pl., Hyde-pl. Pet. May 3. Reg. Pepps. O. A. Graham. Sol. Tucker, Southampton-bldgs. Chancery-lane. Sur. May 28.
BYRNE, EDWARD MCALPIN, mercantile clerk, Cosmo-pl., Southampton-row, Brompton. Pet. May 3. Reg. Pepps. O. A. Graham. Sol. Dobbs, Gresham-st. Sur. May 25.
CAPON, THOMAS, miller, Stokebury. Pet. May 3. Reg. Murray. O. A. Parkyn. Sol. Sole, Turner, and Turner, Aldermanbury, agents for Coaks, Norwich. Sur. May 21.
CHART, THOMAS, merchant, Lime-st., Serpoo and Birkenhead. Pet. May 4. Reg. Roche. O. A. Parkyn. Sol. Watson, Basinghall-st. Sur. May 26.
COHEN, SIMON (otherwise Siegmund Sellman), fancy dealer, Upper-st., Dillington. Pet. May 1. Reg. Pepps. O. A. Graham. Sol. Green, Ironmonger-lane. Sur. May 27.
CORNWALL, JOHN LAWS, late greengrocer, Essex-rd., Dillington. Great Northern Potato-market, King's-cross, and Orchard-st., Ball's-pond. Pet. May 3. Reg. Pepps. O. A. Graham. Sol. Thompson, Gray's-inn-sq. Sur. May 25.
COX, FRANCIS, estate agent, Great St. Mary's, Basinghall-st. Pet. April 30. Reg. Pepps. O. A. Graham. Sol. Coleman, Greenwich. Sur. May 28.
CROSS, SAMUEL JOB, victualler, Sutton. Pet. May 3. Reg. Roche. O. A. Parkyn. Sol. Lade, Gresham-bldgs, Basinghall-st. Sur. May 26.
DAVEY, HENRY, civil engineer, John-st., Adelphi. Pet. May 1. Reg. Roche. O. A. Parkyn. Sol. Linklaters, Hackwood, and Addison, Walbrook. Sur. May 31.
EDMOND, HENRY, manager of the Portman-chambers, Portman-sq. Pet. May 3. Reg. Murray. O. A. Parkyn. Sol. Widding, Titchborne-st., Edgware-rd. Sur. May 31.
ELLIS, HOBART THOMAS WILLIAM, silversmith, King-st., Covent-gdn. Pet. May 3. Reg. Pepps. O. A. Graham. Sol. Doves and Co., Portico-chambers, Lime-st. Sur. May 28.
GARNER, JOHN, clerk in the Hudson's Bay Company, Greenwood-rd., Hackney. Pet. May 4. Reg. Pepps. O. A. Graham. Sol. Champion, Ironmonger-lane. Sur. May 24.
GILSON, EDWARD ROWELL, clerk to an insurance broker, Croydon, and Lower Thames-st. Pet. May 2. O. A. Stansfeld. Sol. Richardson, George-st., Mansion-house. Sur. May 24.
HATCHEL, DANIEL GEORGE, innkeeper, Southampton. Pet. May 3. O. A. Stansfeld. Sol. Linklaters and Co., Walbrook. Sur. May 31.
HAYES, JAMES, traveller to a spiced beef dealer, Isleworth. Pet. May 3. O. A. Stansfeld. Sol. Nottley, Trinity-st., Southwark. Sur. May 24.
JEWELL, WILLIAM HENRY, insurance broker, George-st., Mansion-house. Pet. April 24. O. A. Stansfeld. Sol. Laurence and Co., Old Jewry-chambers; and Rickards, Crown-st., Old Broad-st. Sur. May 24.
JONES, HENRY, merchant, Crutched-friars. Pet. April 23. Reg. Murray. O. A. Parkyn. Sol. Flux, Argyle, and Hawkins, East India-square, Leadenhall-st. Sur. May 25.
JOSEPH, JOHN, snook owner, Great York-st. Pet. May 4. Reg. Roche. O. A. Parkyn. Sol. Linklaters, Hackwood, and Addison, Walbrook. Sur. May 31.
LAIRD, ROBERT GRIMMOND, general merchant, Billiter-sq. Pet. May 4. Reg. Murray. O. A. Parkyn. Sol. Messrs. Miller, Shorncliffe-st. Sur. May 27.
LOVELL, ROBERT JAMES, foreman to a coachmaker, Portland, near Weymouth. Pet. May 6. Reg. Pepps. O. A. Graham. Sol. Coombe and Co., Staple-inn. Sur. May 25.
MAYNARD, CHARLES, and MISTON, ALFRED, millers, Skingth. Pet. April 28. Reg. Pepps. O. A. Graham. Sol. Lawrence, Fleva, and Co., Old Jewry-chambers, for Darvill and Co., Windsor. Sur. May 27.
MORRIS, MATTHEW SOMERVILLE, artist, Margate. Pet. May 1. Reg. Pepps. O. A. Parkyn. Sol. Evans and Laing, John-st., Bedford-row. Sur. May 25.
MORRIS, EDWARD, late cook, Hanover-st., Walworth-rd. Pet. May 3. O. A. Stansfeld. Sol. Fisher, Manor-rd., Walworth. Sur. May 28.
MORRIS, JOHN, assistant to a beer retailer, Chatham. Pet. May 1. Reg. Pepps. O. A. Graham. Sol. Cooke, Gresham-bldgs. Sur. May 27.
MORTON, WILLIAM HENRY, late assistant manager of pleasure gardens, Newmarket, Oxford. Pet. April 29. O. A. Stansfeld. Sol. Frost, Argyle-sq., Regent-st. Sur. May 19.
NEWEOTE, STEPHEN (known as Charles New), grocer, Short-gdns, Bloomsbury, and Grove-rd., and North-bank, St. John's-wood. Pet. May 1. Reg. Pepps. O. A. Graham. Sol. Pittman, Guilden-chambers. Sur. May 28.
OLIVER, HENRY, builder, Telford-st., Lancaster-rd., Nottingham. Pet. April 30. O. A. Stansfeld. Sol. Tilley, Finsbury-pavement. Sur. May 24.
SCHLOTTMANN, HILMUTH, journeyman fancy box maker, John-st., White-church-lane. Pet. May 3. O. A. Stansfeld. Sol. Watson, Basinghall-st. Sur. May 24.
SPRINGETT, FREDERICK WILLIAM, wine merchant, Totton. Pet. May 4. Reg. Pepps. O. A. Graham. Sol. Edwards, Bush-lane, Cannon-st. Sur. May 25.
SUTCLIFF, JULIUS, formerly dealer in cigars, Englefield-rd., Islington. Pet. May 3. O. A. Stansfeld. Sol. Harrison, Basinghall-st. Sur. May 24.
TITCHMARSH, THOMAS, farmer, Boyston. Pet. May 3. Reg. Pepps. O. A. Graham. Sol. Wood, Crooked-lane. Sur. May 25.
TURNER, JOHN WILLIAM, brewer, St. Robert's-st., South-pl. Pet. May 3. O. A. Stansfeld. Sol. Pritchard, South-sq., Gray's-inn. Sur. May 24.
WALLIS, WILLIAM GEORGE DENNETT, law stationer, St. John's-grove, St. John's-hill, New Wandsworth. Pet. April 30. Reg. Brougham. O. A. Stansfeld. Sol. Lilley, Trinity-st., Southwark. Sur. May 24.
WALSHAM, WILLIAM HENRY, accountant, Gresham-st., and Idmiston-rd., Stratford. Pet. May 3. Reg. Roche. O. A. Parkyn. Sol. Brown, Basinghall-st. Sur. May 25.
WELSH, VICTOR EDWARD, no business, Kent-green. Pet. May 1. O. A. Stansfeld. Sol. Lawrence and Co., Old Jewry-chambers. Sur. May 24.
WRELOCK, ARTHUR WILLIAM PHILLIPS, lighterman, Black-barnet, Chesham-lane. Pet. May 4. O. A. Stansfeld. Sol. Chidley, Old Jewry. Sur. May 24.
WOOLCOTE, HENRY, journeyman confectioner, Old Brentford. Pet. May 4. Reg. Pepps. O. A. Graham. Sol. Olive, Portmouth-st., Lincoln's-inn. Sur. May 28.

To surrender in the Country.

ALLAN, ROBERT, innkeeper, Hurworth-pl., near Croft. Pet. May 3. Reg. & O. A. Bowes. Sol. Stevenson, Darlington. Sur. May 20.
APLIN, WILLIAM, publican, Hatch Besenham. Pet. May 2. Reg. & O. A. Meyer. Sol. Trenchard, Taunton. Sur. May 22.
ARMSTRONG, RICHARD, porter, Liverpool. Pet. May 4. Reg. O. A. Hime. Sol. Brown, Liverpool. Sur. May 18.
BAKER, EDWARD BRADLEY, tobacco dealer, Liverpool. Pet. April 20. Reg. & O. A. Hime. Sol. Thornley, Liverpool. Sur. May 17.
BATTY, GEORGE, builder, Fulford, near York. Pet. May 3. O. Young. Sol. McLaren, York, and Simpson, Leeds. Sur. May 19.
BROOKES, GEORGE, refreshment house keeper, Birmingham. Pet. March 20. Reg. & O. A. Guest. Sol. Howlands, Birmingham. Sur. June 4.
CHAPMAN, GEORGE, saddler, Winterton. Pet. April 8. Reg. O. A. Brown. Sol. Macmillan, Barton-on-Humber. Sur. May 11.
CHESBROUGH, ALFRED, woolstapler, Bradford. Pet. May 1. Reg. O. A. Brown. Sol. Rawson, George, and Wade, Bradford. Sur. May 18.
CLARKE, CHARLES, hotel keeper, Bromsgrove. Pet. May 4. R. Tudor. O. A. Kinnear. Sol. James and Griffin, Birmingham. Sur. May 21.

HARPER, MARY, lodging-house keeper, Bristol. Pet. May 4.
 REG. & O. A. Harley and Gibbs. Sol. Thick. Sur. May 23
 SILCOCKS, THOMAS, out of business, Bristol. Pet. May 4. Reg. &
 O. A. Harley and Gibbs. Sur. May 23
 SIMMONS, RICHARD, grocer, Arley, near Leeds. Pet. May 1.
 Reg. & O. A. Harley. Sol. Harle. Leeds. Sur. May 21
 SKETCHLEY, THOMAS, baker, Birmingham. Pet. May 6. Reg. &
 O. A. Guest. Sol. Francis, Birmingham. Sur. June 4
 SPENCER, JOB, plumber, Ashby-de-la-Zouch. Pet. May 6. Reg.
 Threlk. O. A. Harris. Sol. Rowlands, Birmingham. Sur. May 25
 STACEY, WILLIAM ROBERT, tailor, Weston-super-Mare, Pet.
 May 7. Reg. Wilde. O. A. Acranman. Sols. Price, Burnham,
 and Press and Inskip, Bristol. Sur. May 21
 SUMMERHALES, SAMUEL, builder, Weston-super-Mare. Pet.
 May 6. Reg. Wilde. O. A. Acranman. Sols. Henderson and
 Salmon, Bristol. Sur. May 21
 SYLVESTER, WILLIAM CHARLES, chief constable of police, New-
 castle-upon-Tyne. Pet. April 14. Reg. Gibson. O. A. Laidman.
 Sols. Ingledew and Daggett, Newcastle-upon-Tyne. Sur. May 5
 TAYLOR, RICHARD LLOYD, locksmith, Birmingham. Pet. May 8.
 Reg. Wilde. O. A. Guest. Sol. Rowlands, Birmingham. Sur.
 June 4
 WARDLE, THOMAS, merchant's clerk, Newcastle-upon-Tyne. Pet.
 May 8. Reg. & O. A. Clayton. Sol. Joel, Newcastle-upon-
 Tyne. Sur. May 21
 WAREING, WILLIAM, bobbin maker, Preston. Pet. May 7. Reg.
 & O. A. Myres. Sols. Messrs. Turner, Preston. Sur. May 22
 WATERS, JOHN, builder, Truro. Pet. May 8. Reg. & O. A. Chil-
 lingworth, Truro. Sol. Lewis, Truro. Sur. May 22
 WEBB, ALFRED, butcher, Bath. Pet. May 7. Reg. & O. A. Smith.
 Sol. Wilton, Bath. Sur. May 23
 WHITELEY, THOMAS, and COWGILL, JAMES, cotton spinners,
 Huddersfield. Pet. April 23. O. A. Young. Sols. Jacob.
 Huddersfield, and Carless and Tappett, Leeds. Sur. May 31
 WILKIE, ABRAHAM ROBERT, baker, Landport. Pet. May 3.
 Reg. & O. A. Howard. Sol. Champ, Portsea. Sur. May 26
 WILLIAMS, PHILIP HENRY, stockbroker, Bristol. Pet. May 6.
 Reg. Wilde. O. A. Acranman. Sols. Press and Inskip, Bristol.
 Sur. May 21
 WOODWARDS, BENJAMIN, photographer, Trowbridge. Pet.
 April 23. Reg. & O. A. Webber. Sol. McCarthy, Frome. Sur.
 May 24
 WYNTS, HENRY, beerhouse keeper, Westerham. Pet. May 4.
 Reg. & O. A. Holcroft. Sol. Carnall, Sevenoaks. Sur. May 27

BANKRUPTCIES ANNULLED.
Gazette, May 4.
 HALL, GEORGE LOWTHIAN, artist, Elgin-rd., Malda-vae, Aug. 6,
 1893
Gazette, May 7.
 ADAMS, JOHN, grocer, Bradford. April 12, 1893
 FLORIS, GEORGE BROOKE, tobacconist, Oxford-st. March 18, 1893
 SPIRAGG, MARY ANN, spinster, Trevor-st., Knightsbridge. Aug. 26,
 1893
 TURNER, WINSTRAEP, basket maker, Hull. Feb. 12, 1890

Dividends.
BANKRUPT'S ESTATES.
The Official Assignees are given, to whom apply for the Dividends.
*Markman, W. victinaller, first, 4s. Parkyns, London.—Ditch, J. E. shipbroker, second, 3d. Turner, Liverpool.—Cates, A. milliner, first, 2d. Stanfield, London.—Dickens, F. W. clerk in War Office, third, 3½d. Parkyns, London.—Dunham, D. builder, first, 3d. Stanfield, London.—Edmund, T. scrivener, third, 9-10ths, d. Stanfield, London.—Hewitt, R. grocer, second, 1d. Turner, Liverpool.—Leach, H. cigar merchant, second, 1½d. Turner, Liverpool.—Morrison, K. clerk in Somerset-house, second, 4s. 2½d. and 6d. to new proofs. Stanfield, London.—Perrinier, J. D. pay-master in R. N. second, 3s. 3d. and 3s. 3d. to new proofs. Stanfield, London.—Richardson, G. B. necktie manufacturer, first, 3s. 1½d. Stanfield, London.—Rhyberty, T. coal merchant, second, 2½d. Turner, Liverpool.—Varell, J. J. musical instrument dealer, first, 1s. 6d. Turner, Liverpool.—Whitehouse, W. banker, first, 20s. Turner, Liverpool.—Withington, W. commission agent, first, 3½d. Turner, Liverpool.
 Bond, J. attorney, first, 6d. Turner, Liverpool.—Dorning, J. merchant, second, 1½d. Turner, Liverpool.—Henson, W. grocer, first, 2s. 1½d. Kinnear, Birmingham.—Huydon, J. leather dealer, first, 2s. 1½d. Kinnear, Birmingham.—Lawrence, E. grocer, first, 4s. 10½d. Parkyns, London.—Ransay, G. B. builder, first, 1d. Kinnear, Birmingham.—Ridd, J. brewer, first, 2s. 1d. Turner, Liverpool.—Rose, J. B. and Rose, R. drysalters, 2d. Turner, Liverpool.—Shepherd, H. timber merchant, first, 2s. 2½d. Parkyns, London.—Sutton, J. clothier, first, 2s. 5d. Kinnear, Birmingham.—Turner, J. brewer, second, 6½d. Turner, Liverpool.—Wate, J. W. bookseller, second, 1½d. Parkyns, London.—White, W. upholsterer, first, 3s. 1½d. Parkyns, London.*

Assignment, Composition, Inspectorship, and Trust Needs.
Gazette, May 7.
 ACKLAND, WILLIAM JOHN, draper, Chapel-st. Islington, and Mitcham. April 27. 6s. 3d. three equal instalments on June 24, Aug. 1, and Oct. 24, second, 2s. 6d. O. A. Yorks, Watling-st., and G. Elbeck, Milk-st., warehousemen
 ALEN, SAMUEL, farmer, Twycross. April 13. 14s. on April 27
 BARR, HENRY WILLIAM, milliner, Dartford and Bexley-heath. April 27. 10s. 6d. three equal instalments, 10s. 6d. on June 24, Aug. 1, and Oct. 24, second, 2s. 6d. O. A. Yorks, Watling-st., and G. Elbeck, Milk-st., warehousemen
 BECK, JOSEPH, shopkeeper, Oldbury. April 29. 10s. 6d. on June 24, Aug. 1, and Oct. 24, second, 2s. 6d. O. A. Yorks, Watling-st., and G. Elbeck, Milk-st., warehousemen
 BENNETT, GEORGE, outfitter, Dover. April 17. 15s. by four instalments of 3s. 10s. in 3, 6, 9, and 12 mos from May 1, second, 2s. 6d. on June 24, Aug. 1, and Oct. 24
 BENTON, GEORGE, hay dealer, Westgate. April 2. 3s. by two equal instalments, on July 1 and Oct. 1
 BERKELEY, GEORGE BLACKBURN, gentleman, Yorks. pi., Islington. April 10. In full in 12 mos after the decease of the survivor of his father and mother
 BUCKLEY, JOHN, and BUCKLEY, ROBERT, boiler manufacturers, Gauxholme, near Todmorden. April 1. Trusts, W. A. Jenner, and J. Hall, iron merchants, Manchester, and G. Crossley,

COUSINS, GEORGE, grocer, Church-st, Wimbledon. April 6. 5s.
by two equal payments, on May 1 and Aug. 1.

DANIEL, GEORGE, brewer, Roseborough-st, Plymouth.
May 3. 1*s*. 6*d*. in 10 days, and 1*s*. 6*d*. in 12 mos

DAVIES, GEORGE, packing-case maker, Manchester. April 7.
6*d*. by three instalments.—3*s*. in 1 and 3 mos, and 1*s*. 6*d*. in 6 mos.

DAVIS, CYRUS, and DAVIS, GEORGE, victuallers, Giltspur-st, at
Metropolitan Cattle-market. April 30. Trust. W. Carden,
gentleman, St. John-st, Clerkenwell

DEGLAS, JAMES, ironmonger, High-st, Deptford. April 12.
Trusts E. A. Highton, and J. Oshams, iron merchants, both
Upper Thames-st

DUGGIN, HENRY THOMAS, grocer, Brompton-rd. April 12. 10*s*.
by four equal instalments, in 7 days, and in 2, 4, and 6 mos from
April 12.

EGGLESDEN, EDWARD, victualler, Hove. April 12. 5*s*.
APRIL 13.

EVANS, WILLIAM HENRY, and JACOBS, SOLOMONS, printers,
Liverpool. April 27. 5*s*. in 14 days

FARLEY, DAVID, commission agent, Amelia - vils, Southgate.
April 8. 6*s*. by two equal instalments, in 1 and 3 mos.

GARLICK, GEORGE POPE, chemist, Birmingham. April 10. 2*s*. 6*d*.
in 1 mo

GODSON, ROBERT, mantle manufacturer, Tottenham-cr.-rd.
April 10. Trust. R. W. Bilby, manager to W. & Co. Needham
and Co., Saint Paul's-churchyard, and J. Folkes, trimming
manufacturer, Gutter-lane, Chapside

GREGORY, JOHN THOMAS, grocer, Salford. April 16. Trusts. J.
Stuart, Esq. and J. M. Smith, Esq., both Manchester

HALE, THOMAS FREDERICK, surgeon, Stavely. April 24. 5*s*. in
10 days. Trust. L. Bower, accountant, Chesterfield

HAYWARD, ANNE, schoolmistress, Apsley-house, Richmond.
April 8. 5*s*. in 21 days,—secured

HIGHAM, GEORGE, beersealer, Woudham. April 23. 5*s*. in 14
days

HINTON, EDWIN, out of business, Queen Anne-rd, South Hackney.
March 15. 2*s*. in 2 mos

HURDMAN, JOHN, salesman, Snow-hill, and Birmingham.
April 29. 5*s*. by equal instalments, in 7 days and 3 mos.

KEER, DAVID, draper, Pittfield-st. Horton. April 6. 6s. 6d. by four instalments, 4s. 6d. on execution, and 2s. by three equal instalments, in 4, 6, and 9 mos.—secured. Trust. M. Keer, draper, High-st. Bromley.

LEWIS, JAMES, provision merchant, Spittal. April 10. Trusts. T. Hogg, miller, and W. Ainsley, tobacconist, both Berwick-on-Tweed.

LONGLEY, JAMES, music dealer, Leeds. April 19. Trust. C. Longing, accountant, Leeds.

MC LOUGHLIN, WILLIAM, bookbinder, Manchester, and West Salford. April 28. Trust. M. Preston, accountant, Manchester.

MEYER, GEORGE, ANTHONY, hatter, tailor, manufacturer, Manchester. April 10. Trusts. W. C. Hulme, timber merchant, and W. Lindop, ivory turner, both Manchester.

OATES, THOMAS, commercial traveller, Worcester. April 7. Trust. G. A. Turley, linen draper, Worcester.

PALLISTER, JOHN, tailor, Durham and Willington. March 31. Trust. W. H. May, woollen warehouseman, Gutter-lane.

PARKER, WILLIAM MICHAEL, bootmaker, Hull. April 3. 6s. in three equal instalments, on June 1, Sept. 2, and Dec. 1. In respect, J. Sreeton, manufacturing stationer, Hull.

RAYNER, ALAN, and RAYNER, DENNIS, woollen manufacturers, Halifax. March 30. Trusts. E. Sykes, manager, J. Brooke, woollen merchant, and C. Hirst, jun., woolstapler, all Huddersfield.

SENIOR, EDWARD, waste dealer, Dewsbury Moor. April 12. Trusts. W. E. Taubman, waste dealer, Blackburn, and E. Higham, cotton spinner, Todmorden.

SINFIELD, WILLIAM, baker, Fulham-rd. April 2. Trust. A. J. Wright, miller, New Crane-mill, Shadwell.

SMITH, EDWARD, draper, Jubilee-st. Stepney. April 27. Trusts. J. Ellerton, tailor, St. Paul's Churchyard, and J. Stevens, wholesale clothier, Little Trinity-lane.

SMITH, JAMES, draper, Bolton. April 20. Trusts. J. Foy and M. Snell, drapers, both Bolton.

SMITH, JOHN, linen draper, Market-pl. Upper Holloway. April 14. Trusts. T. E. Crowley, butcher, Midway-park, Islington, and F. Johnson, warehouseman, Little Love-lane.

SOUTTER, ROBERT, and SOUTTER, RICHARD MOATES, merchants, Broad-st. Ratcliff. May 3. Inspector. A. A. James, accountant, Tottenham-rd.

SPRATT, LUCY, innkeeper, Horncastle. April 7. 6s. on May 5.

SQUIRE, ELIZA, widow, Portland-villas, South Norwood. April 20. 1s. 6d. in 6 mos.

STANCLIFFE, WILLIAM, builder, Sheffield. April 20. Trusts. C. Jenkinson, slater, and B. Topham, painter, both Sheffield.

SYKES, BENJAMIN, and SYKES, WILLIAM HAIGH, cloth manufacturers, Marden. April 7. Trusts. C. Hirst, Huddersfield, J. Shaw, Golcar, both woolstaplers, and C. Watson, merchant, Manchester.

WADE, HENRY, ship chandler, Cardiff. April 13. 10s. by four equal instalments, in 4, 6, 8, and 9 mos.—secured.

WARD, ARTHUR, furniture broker, Worthing. April 23. 10s. by four equal instalments, in 3, 6, 9, and 12 mos.

WARD, HENRY, contractor, Leeds. April 24. 5s. in 7 days.

WEBB, WILLIAM ALFRED, builder, St. Alban's. April 24. 5s.—4s. in 3 mos. and 1s. in 6 mos.

WELLS, JACOB BUTTER, farmer, Wadhurst. April 7. Trust. S. P. Graves, auctioneer, Southampton.

WILLIAMS, RICHARD, shopkeeper, Llanannan. April 19. Trusts. E. Jones, draper, Rochdale, and A. Humphreys, commercial traveller, Rhy.

YOXALL, WILLIAM, saddler, Ashton-under-Lyme. March 22. Trust. W. Madew, Ashton-under-Lyme.

Gazette, May 11.

ARDEN, RALPH, publican, Sandbach. April 12. Trusts. J. Dickinson, publican, and J. C. Hilditch, auctioneer, both Sandbach.

ARNSBY, GEORGE EKINS, shoe manufacturer, Earls Barton. April 15. Trusts. T. P. Stroulgan, leather merchant, and S. Ashby, carrier, both Northampton.

BENX, JOHN, and BENX, HENRY, cloth manufacturers, Morley. May 1. 6s. by three equal instalments, in 4, 6, and 9 mos. from April 20, 1868—secured. Trusts. J. Stephens, cloth merchant, and J. Coates, commission agent, both Leeds.

BLACK, GEORGE, cotton manufacturer, Nelson, near Colne. March 19. Trusts. R. Fenton, spinner, Blue Pitts, near Rochdale, and T. W. Taylor, yarn agent, Manchester.

BOSON, GEORGE, grocer, Tunstall. April 15. 5s. in 1 mo. from registration. Trust. S. Edge, chesefactor, Newcastle-under-Lyme.

BURFIELD, ROBERT COLLINS, grocer, Chatham. April 6. 10s. by three equal instalments, in 2, 4, and 6 mos. from March 31,—last secured.

CLIFFORD, WILLIAM PHILLIPS, draper, Penge. April 24. 9s. by three equal instalments, in 3, 6, and 9 mos.—secured. Trust. E. Clifford, Lewisham.

KREWDSON, FRANCIS, grocer, Ulverston. April 21. Trust. R. Casson, auctioneer, Ulverston.

DEDAWESS, GEORGE, grocer, Forchester. April 16. 2s. in 14 days from registration.

FELKARD, AUGUSTUS, secretary to a Commercial Company, Haslam House, Lewisham. April 30. 100s. by quarterly payments. Trust. W. A. Laker, accountant, Newton House, Lewisham.

FREEMAN, WILLIAM, watchmaker, Portsea. May 7. 7s. 6d. in 3, 6, and 9 mos. from registration,—secured. Trusts. M. V. Charles, and F. H. Nance, accountant, both Portsea.

GILL, SEPTIMIUS, innkeeper, Mossley. April 22. Trust. J. Halliday, accountant, Manchester.

GOSHER, SOLOMON, cigar merchant, Waterloo-rd, New-rd, Commercial-rd. April 30. 2s. 6d. on May 21.

GRAND, JOHN, boot maker, King's-rd, Chelsea. April 26. 5s.—2s. in 6d., and 1s. 6d. in 14 days, and 3s. and 6 mos. from registration. Trust. W. Arnall, livery stable keeper, Camden-mews, Camden-town.

GRAVES, WILLIAM HENRY, cloth manufacturer, Horsforth. April 13. 10s. by three equal instalments, in 3, 6, and 9 mos.—from May 1, 1868. Trust. J. Graves, Horsforth.

GWILT, JOHN LOVELL, grocer, Liverpool. April 13. 6s. by three instalments of 2s. in 1, 4, and 7 mos. from registration,—secured.

HEAVER, RESTA, grocer, Bolney. April 12. Trusts. M. Wallis, and D. Hack, wholesale grocers, both Brighton.

HILLIER, WILLIAM HENRY, cigar light manufacturer, Birmingham. April 14. 10s. by two equal instalments, in 2 and 4 mos. from registration.

HOLLIER, JAMES, grocer, Albion-house, Forest-hill. May 3. 5s. by three equal instalments, in 2, 4, and 6 mos.—last secured.

HUMPHREYS, JOHN, leather seller, Holloway. April 19. 7s. 6d. by three equal instalments, in 1, 3, and 5 mos. from registration.

JACKSON, CHARLES, spade maker, Harborne. April 13. 1s. in 1 mo. from date of deed. Trust. R. J. Cooper, auctioneer, Oldbury.

JUDD, JAMES, builder, Greyhound-rd, Fulham New Town. May 6. 5s. by two equal instalments, in 6 weeks and 2 mos. from first payment.

LEMAITRE, FRANCIS, portmanteau manufacturer, Oxford-st. May 6. 5s. by three instalments of 2s. 2s., and 1s., in 3, 6, and 9 mos. Trusts. L. Harris, leather merchant, Vero-st. Lincoln's-inn-fields, and T. C. Hudson, Birmingham agent, Aldermanbury.

MAVIN, GEORGE, jun., builder, Spennymoor. May 13. 6s. 3d. on June 1, 1869.

MAWSON, GEORGE, toy dealer, Southport. May 5. 5s. on July 19.

MAXWELL, ROBINSON, and LEGGE, JOSEPH WILLIAM, grocers, Old Kent-rd. April 12. Trusts. A. B. Neame, wholesale sugar dealer, and J. Rendell, tea merchant, both Eastcheap.

NELSON, JOHN, innkeeper, West Hartlepool. April 29. 10s. on registration. Trust. R. H. Young, gentleman, West Hartlepool.

NEEDHAM, JOHN, provision dealer, Rusholme, near Manchester. April 20. 3s. by two equal instalments, in 2 and 4 mos. from registration. Trusts. W. Needham, warehouseman, Sale, and R. Needham, provision dealer, Manchester.

PALMER, GEORGE FREDERICK, licensed victualler, Birmingham. April 14. Trusts. E. T. Pickmere, wine merchant, and J. Fulford, maltster, both Birmingham.

PEARCE, JOSEPH, draper, Chesterfield. March 29. Trust. W. Sadler, merchant, Manchester.

PICKARD, RICHARD, grocer, Canon, near Cardiff. April 23. Trust. F. C. Hill, accountant, Cardiff.

PIGGOTT, JOHN, watchmaker, Ross. April 12. Trust. H. Carter, wholesale jeweller, Birmingham.

SHAW, JAMES, woollen manufacturer, Arthur's Greenfield. April 18. by two equal instalments, in 4 and 8 mos. Trusts. J. Shaw, and J. Shaw, weavers; W. Shaw, woollen manufacturer, all Arthur's; and C. Earnshaw, boot dealer, Oldham.

SPYER, JAMES, merchant, Billiter-st. May 3. Trusts. S. Isaac, merchant, East India-dock, Leadenhall-st.; J. Smith, broker, Leadenhall-st.; G. Little, merchant, Cullum-st.; and E. S. Haywood, widow, Oxford-rd, Liverpool-rd.

STEPHENSON, JAMES, grocer, Sunderland. April 12. 15s. in 4, 8, and 12 mos. from March 21,—secured.

THARLE, JOSEPH, straw hat manufacturer, Luton. April 5. 6s. WARHAM, MARY, widow, draper, Tunstall. April 19. 7s. 6d. by two instalments of 3s. 6d.—secured.

WEBBER, FREDERICK, draper, Devises. April 23. Trust. T. G. R. Harding, warehouseman, Bristol.

WHITE, ROBERT, wine merchant, Fen-ct, Fenchurch-st. April 8. 2s. 6d. in 4 mos. from registration.

WILBRAHAM, ANN, widow, Stapleford. April 14. Trust. J. Bainbow, grocer, Nottingham.

WILSON, CHARLES, tailor, Kingtonley. April 24. 5s. on June 1.

WILLIAMS, JANE, widow, provision dealer, Liverpool. April 13. Trusts. R. S. Danson, and E. Jackson, provision merchants, both Liverpool.

WOOD, HENRY, ironmonger, Church Streeton. April 10. Trust. H. Weatherby, accountant, Shrewsbury.

YOUNG, WILLIAM, draper, Grove-pl. Brompton. April 19. Trusts. J. Ellerton, warehouseman, St. Paul's-churchyard, and S. Walkden, warehouseman, Lawrence-lane.

ERRATUM.

Gazette, May 4.

BRIGGS (not Bugge, as previously advertised), JAMES ISAAC, draper, Prescott.

BIRTHS, MARRIAGES, AND DEATHS.

BIRTHS.

BESLEY.—On the 7th inst., at 4, Belgrave-villas, Barrington-road, Brixton, S.W., the wife of Edward T. B. Besley, Esq., barrister, of a daughter.

HERAPATH.—On the 7th inst., at 1, Kidbrooke-park, Blackheath, the wife of Edwin John Herapath, Esq., barrister-at-law, of a son.

KNIGHT.—On the 8th inst., at 23, Castle-street, Hereford, the wife of James Henry Knight, Esq., solicitor, of a daughter.

NORRAGE.—On the 5th inst., at East Dereham, Norfolk, the wife of Charles B. L. Norrage, Esq., solicitor, of a son.

WEEKS.—On the 9th inst., at 4, Shaftesbury-terrace, Kensington, the wife of Thomas H. Weeks, Esq., solicitor, of a daughter.

MARRIAGES.

ROBERTS—RODGERS.—On the 5th inst., at St. Mary's Church, Sandown-park, Liverpool, Edward Francis Roberts, Esq., solicitor, Chester, to Agnes, second daughter of the late Robert Rodgers, Esq., of Liverpool.

DEATHS.

DEVONSHIRE.—On the 26th inst., at Holford-square, Pentonville, aged 77, Mr. Thomas Harris Devonshire, for nearly fifty years the highly esteemed and confidential clerk of Messrs. Freshfields, of Bank-buildings.

ELTON.—On the 5th inst., at Peterborough, aged 30, S. Rutland, Esq., solicitor.

BROOKSBANK.—On the 8th inst., at his house, 2, Barrow-hill place, Regent's-park, aged 80, Thomas Brooksbank, for nearly fifty years of No. 14, Gray's-inn-square.

BARNES.—On the 5th inst., at St. Catherine's, Hornsea, aged 64, Elizabeth, widow of Keith Barnes, of 7, Spring-gardens, and 8, Upper Portland-place.

BEECHAN.—On the 5th inst., at 8, Magdalen-road, St. Leonard's-on-Sea, aged 70, William Palm Beechan, Esq., solicitor, late of Hawkchurch, Salop, aged 68, James Goulbourn Etches, Esq., solicitor.

GILL.—On the 5th inst., aged 68, Matthew Gill, Esq., of Knaresborough, solicitor.

ROSE.—On the 12th inst., at 100, Barnsbury-road, N., Elizabeth, widow of the late Joseph Rose, Esq., Master of the Supreme Court of Tasmania, and third daughter of the late William Henry Rowe, Esq., barrister-at-law.

BREAKFAST—EPPE'S COCOA—GRATEFUL AND COMFORTING.—The very agreeable character of this preparation has rendered it a general favourite. The Civil Service Gazette remarks:—"The singular success which Mr. Eppe's attained by his homoeopathic preparation of cocoa has never been surpassed by any experimentalist. By a thorough knowledge of the natural laws which govern the operations of digestion and nutrition, and by a careful application of the fine properties of well-selected cocoa, Mr. Eppe has provided our breakfast tables with a delicately flavoured beverage which may save us many heavy doctors' bills." Made simply with boiling water or milk. Sold by the Trade only in 1lb. tins, and 1lb. tin-lined packets, labelled "JAMES EPPE and Co., Homoeopathic Chemists, London."

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CONTENTS—REPORTS.

To Readers and Correspondents.

All communications must be authenticated by the name and address of the writer, not necessarily for publication, but as a guarantee of good faith.

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NOTICE.

The Nineteenth Volume of the LAW TIMES REPORTS is now complete, and may be uniformly and strongly bound at the LAW TIMES Office, price 4s. 6d.

THE
Law and the Lawyers.

We understand that the ATTORNEY-GENERAL has amended the Bankruptcy Bill by abolishing the district courts altogether and at once.

THE new Bankruptcy Bill will effect a very considerable saving in the expenses of administering the law. This saving will be as follows: Eight district commissioners, viz., Birmingham, Bristol, Exeter, Leeds (2), Liverpool, Manchester, and Newcastle, at 1800*l.* per annum, each, 14,400*l.*; eleven registrars at 1000*l.* each, 11,000*l.*; official assignees, clerks, rents of offices, &c., 31,477*l.* 16s. 6d.; and an estimated reduction in the expenses of the London court of 14,000*l.*, making a total of 70,477*l.* 16s. 6d.

TRINITY Term, the last of the legal year, commences to-day. The arrears of business are considerable. In the Queen's Bench the new trial paper contains 2 rules for judgment and 54 for argument; the special paper, 2 for judgment and 50 for argument, making together with 7 enlarged rules no less than 115, besides the Crown paper. The Common Pleas has 2 enlarged rules and 4 for judgment in the new trial paper, and in the special paper 45, with 4 registration appeals—a total of 85. In the Exchequer the special paper has two rules for judgment and 28 for argument, and in the new trial paper 3 for judgment and 30 for argument, making 63. The total of the arrears of the of the courts is 263.

A NEW duty has been found for recorders. They are to be the umpires in trade disputes between masters and men. Mr. PORE, the Recorder of Bolton, has been called upon to arbitrate between the carpenters and joiners of that borough and their employers, and, what is still more to the credit of their common choice, he has arranged terms of settlement satisfactory to both parties, and by which they have voluntarily agreed to abide. Recorders are, perhaps, the fittest men who could be found for such a work, and they will, we doubt not, be very ready to undertake it whenever wanted; but should it not be remembered in their salaries, which are very small. In such cases they could not require a fee; but if they thus make themselves generally useful to the community, whose officers they are, should they not be more liberally remunerated?

BOXING matches and prize fights have been virtually put an end to by statute in the State of Illinois. It has been enacted, "That any person who shall send, cause to be sent, published, or otherwise made known, and challenge to fight what is commonly known as a prize fight, or shall accept such challenge, or who shall engage in such prize fight, or go into training preparatory to such fight, or act as trainer for any person contemplating a participation in such fight, and any person acting as aider or abettor, backer, umpire, trainer, second, surgeon, assistant or reporter at such fight, or in preparation for such fight, shall, upon conviction thereof, be confined in the penitentiary not less than one year nor more than ten years." And that, "Any person who shall be in any way connected with any sparring or boxing exhibition shall, upon conviction thereof, be fined not less than 100 dols., nor more than 1000 dols., and confined

in the county jail not less than thirty days nor more than one year."

THE failure of the attempt of Parliament to perform the functions of a Court of Equity in the matter of the London, Chatham, and Dover Railway Company, was recently very forcibly pointed out by Vice-Chancellor STUART. Referring to the frequent applications to Parliament, he said, "The object of those applications was to induce the Legislature to alter the rights of the contending parties; rights, too, acquired under previous Acts of Parliament. Other delays have arisen from endeavours to get rid of the orders made by this court in July 1866 for the benefit of the company and its creditors. The attempts to get rid of those orders delayed the decree for a general and complete administration of the affairs of the company till Feb. 1867. But since that time the continued struggle before Parliament to procure enactments which would give one class of creditors and shareholders rights over another class to which, under the provisions of the existing law, they were not entitled, has produced still further obstruction. For all purposes of substantial benefit to the great body of the creditors and shareholders these proceedings before Parliament have been fruitless. Then again, the Arrangement Act of 1867, which, in consequence of these protracted, expensive, and fruitless struggles did not receive the Royal assent till the 20th Aug. 1867 has entirely failed to accomplish its only important function. It is entitled 'An Act to authorise the London, Chatham, and Dover Railway Company to raise a sum of money for the satisfaction of certain claims, and for other purposes relating to the undertaking of the company.' Parliament was told that unless the Act was passed no money could be raised, and on the faith of that representation the present body of directors were appointed, with power to raise money, and for that purpose the property of the company has been withdrawn from the protection of this court. The contests in Parliament have, in truth, placed the affairs of the company in the position in which they now are. Those contests have been continued and are still going on. The powers of this court are in themselves amply sufficient to deal with the rights and interests of all the parties before it; but if those rights and interests are to be interfered with by contests in Parliament, the arm of the court is powerless to render assistance." We trust that Parliament will take the hint given by the VICE-CHANCELLOR.

THE LAW OF HYPOTHEC.

THE Scotch tenant farmers are agitating for a change in the law of hypothec, and with such good effect that the Scotch county members are vying with one another which shall enjoy the honour of effecting the desired reform.

HYPOTHEC in Scotland is very like the law of distress in England, but it is not identical. Here a landlord can distrain only for rent actually due, and only for rent that has been in arrear for a limited time. But hypothec in Scotland is the charge which the landlord has upon the chattels of his tenant for future rent and with which those chattels remain charged into whose hands soever they may pass. Whether this great power was the cause or the consequence we are not informed, but its practical effect is to enable the landlord to give a year's credit for his rent; that is to say, where a tenant holds on a long lease, it is customary for him to retain a year's rent in hand, which is equivalent to a loan by his landlord to that amount, and relieves him from the necessity of supplying so much capital. But for this prospective charge upon the tenant's goods and chattels, it is manifest that the landlord would not, because with safety he could not, give to the tenant this accommodation.

If, therefore, the law is attended with such an advantage to the tenants, it will be asked, with wonder, Why are they so anxious to change it? The liability can never be an inconvenience to a solvent tenant, and to an insolvent tenant it can have no other inconvenience than that it prevents him from making away with his goods and cheating his landlord. The reason assigned for the demand is very curious. It is this, and this only—that by giving the landlord so great a security for his rent, it encourages him to be less careful in the selection of tenants, whence results an increase of competitors for farms that go into the market, and which competition raises

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rents. By such a chain of reasoning is this change in the law advocated; but it is so far-fetched, so seemingly inadequate, one cannot but suspect that there are other more powerful reasons in the background, which the opponents of hypothec do not like to avow—as, indeed, is generally the case in politics as in private life, the ostensible motives, reasons, or excuses being rarely the real ones.

LEVERSON'S CASE.

WE have received the following communication from Mr. W. F. FINLASON. It must possess great interest for all our readers. He says:—"I was very much interested in your reference to the case in the State Trials, in which it appears that the aldermen on one occasion, before the Central Criminal Court, all asserted their right to take part in the sentence to be pronounced; and it confirms the opinion I find already entertained that the judgment in *Leverson's* case was erroneous. It is at variance with an unbroken chain of authority and usage from the reign of EDWARD IV. to our own time. It has always been a principle of the Constitution that laymen should be associated with lawyers in the commissions. It was held in that reign that if a layman is so associated, the others cannot proceed without him. In that reign the judicial government of the city was vested in the mayor (who by old custom was the coroner) and the recorder (as his assessor) with the aldermen, and even before that time it was held that a judgment in a case tried at Newgate, not before the mayor, was erroneous. Lord COKE, who had been recorder, sets out in his reports several cases at the Old Bailey, and in the commissions of oyer and terminer the mayor comes first, then the Judges, then the recorder and aldermen. In Craik's *English Causes Célèbres* are reports of several cases at the Old Bailey, in which the Lord Mayor appears to have taken an active part in putting questions; although, of course, as a lay member of the court, he would not interfere in the matters of law. The Act, therefore (4 & 5 Will. 4, c 36), in making the aldermen Judges of the court, adhered to ancient usage. The language of the Act is clear, plain, and express that two or more of the Judges may try a prisoner. LEVERSON was tried by one; and we are told that two means one, because before the Act aldermen and other lay commissioners were never regarded as Judges, because not Judges of law. This, it has been shown, is quite erroneous; but even assuming it to be so, what then? Parliament in plain terms enacted that prisoners should be tried by two Judges. What could the previous practice matter? And if a lay Judge cannot be deemed a Judge, where was the second Judge in *Leverson's* case? If a second Judge was necessary, the Lord Lord CHIEF JUSTICE sees clearly enough that the same Judge must sit throughout; but he says that a second was not necessary, because, on account of previous practice, two must be taken to mean one. I should have thought otherwise; but it is plain that, as to the practice, it was held by the court in Lord TENTERDEN's time that the practice of a century is of no avail against the terms of a statute. The subject is of great and general interest on account of the bearing it has on quarter sessions jurisdiction; and as the authorities are too numerous to be comprised in a letter, I have to-day published an essay on the subject (a), to which I beg leave to refer."

THE COUNTY BOARDS BILL.

THE cry for elected County Boards to expend the county rates has been raised by two classes of persons, having very different motives.

The first class of clamourers consist of those who believe in the dogma that taxation without representation is tyranny, and that the finances of the counties will be better and more economically administered by a board elected by the ratepayers than by magistrates appointed by the Crown.

The second class of clamourers consists of those who care nothing for the rates, nor for the expenditure, nor for the ratepayers, but whose only desire is to "pull down" the magistracy, and who believe that this measure will help the process.

The second class is vastly more numerous than the first class, and more noisy. Facts and arguments are addressed to them in vain, for

their desire is quite apart from the question whether the finances of the counties are or are not well managed, or whether a change of managers is likely to improve the management. If the present administration were perfect, and that which is to succeed were as bad as it could be, still these persons would approve the change, because it gratifies their passion for equality by the process of levelling down. It will be observed that they do not pant for equality by the process of "levelling up."

The Government Bill is designed to satisfy the first class, who are entitled to respectful attention; it does not attempt to win the applause of the second class.

It is admitted on all sides that the finances of the counties are faithfully and economically administered. Indeed it would be wonderful if it were otherwise; for they to whom the management is now entrusted are the persons who have the greatest possible interest in the prudent application of the fund to which they are the largest contributors, and as a rule they comprise the most sensible men of their class, with habits of business, and leisure to devote to it.

It is further admitted that vestry government is not satisfactory. The reason is plain. Parish meetings and parish officers do not represent the parish. A clique of busybodies—a small minority—in fact control the affairs of ninety-nine parishes out of every hundred, the ratepayers generally abstaining from meetings, and shrinking from offices which are troublesome and profitless if honestly performed, and which are consequently resigned to jobbers, who look for some direct or indirect advantage, and to self-important people, whose small vanity is flattered by the petty distinction.

As nobody anticipates any practical advantage from the change, which is allowed to be nothing more than a concession to a popular sentiment, it was obviously prudent to change but little, to preserve as much as possible of the existing element which works so well, and to admit as little as possible of the new element which in its own sphere of action has hitherto worked so ill. It would be manifestly unwise to swamp the existing administration; and the problem to be solved by the Government was, how to reconcile the preservation of the good and yet to admit the regenerative principle. The plan adopted appears to satisfy both of these requirements.

In the first place, it repudiates the parish vestry. The members of the financial board are not to be elected at a parish meeting. The choice is committed to the unions, and each union will have one or more representatives according to its size. This will secure the county against being subjected to the control of parish agitators; for the boards of guardians, composed of collected parishes, will not choose the local busybody of any one parish. The number of representatives will, it is calculated, be but one-fifth of that of the *ex officio* members; but in practice it will be found here, as at the boards of guardians and the highway boards, that the attendance of the *ex officio* members is very small, and that the business of the county board will be practically conducted by the representatives of the ratepayers.

Fears have been expressed that there will be a marked line of distinction, and probably much antagonism between the *ex-officio* and elected members of the board. But experience has proved the groundlessness of this anticipation. They sit together at poor-law boards and highway boards, and no such consequences have arisen. On the contrary, it is noticed that there is more harmony at the boards well attended by the *ex-officio* members than at others, the presence of gentlemen of position and education exercising a wholesome influence of restraint over their colleagues. The mingling of classes at the proposed financial boards is, in fact, the one great advantage that will result from them, and we trust that the magistrates generally will resolve to take a more active part in county business when associated with the representatives of the board of guardians.

Mr. KNATCHBULL-HUGUESSEN, when introducing the Bill, protested emphatically against a suggestion that the adoption of it should be optional. He objected altogether to optional legislation. It had, he said, half destroyed the value of the Highways Act. If the measure is good, such adoption should be compulsory. If there is a doubt about this, it ought not to be attempted.

Demagogues are already raising the cry that

the Bill is a mockery, not worth having, and calling for an unqualified transfer of the county finances to the elect of the parish vestry, itself the nominee of the parish agitator. Nothing short of this will satisfy such objectors, and the prudent course will be to pay no heed to them.

THE COMPOUND HOUSEHOLDER REDIVIVUS.

HE was only scotched, not killed after all. He was declared to be dead and buried; but now we see him again in full vigour, and likely to outlive the youngest of us. With much reluctance, and after many shifts to do without him, Mr. GOSCHEN has submitted to common sense, and in his amended bill he not only restores the compound householder where he flourished before, but he introduces him to all parts of England and Wales, even where he thinks his merits have not been recognised. In short, this new plan of the Poor Law President frankly and fully revives the practice of compounding for rates, only providing judiciously that the terms of composition shall not exceed a reduction of twenty-five per cent. To secure the tenant against disfranchisement, by reason of the rates being paid by the landlord in such case, all compounding landlords are required, under penalty of forfeiture of the privilege of compounding, to give to the overseers quarterly the names of their tenants, and the overseers are required to place those names on the rate book, under a penalty of 40s. for neglect. Thus the franchise is secured to the tenant, and the parishes will continue to enjoy the great convenience of collecting the rates of small tenements from the solvent landlords instead of harassing the insolvent tenant.

The LAW TIMES may fairly congratulate itself on this result. From the beginning of the controversy, as its readers will remember, when the proposition was made from the Radical benches for the abolition of the compound householder, and too hastily conceded to them by Mr. DISRAELI, it was strenuously contended in these pages that the scheme was a needless vexation to ratepayers and parishes, and that the existing law gave ample protection against the disfranchisement of the compound householder. From that time to this we have maintained a continued protest against the change, and contended for a simple repeal of the vexatious clauses in the Conservative Reform Act. We proved that the repeal was easy and safe, and that there was no need for coyness in dealing with the great principle of "personal payment of rates," for the simple reason, that no such principle was to be found in the Reform Act, whatever might have been the intention of the author. This assertion was denied again and again in Parliament and by the newspapers; but now it is tacitly admitted by Mr. GOSCHEN, and that which we have so long and persistently contended for is at length quietly conceded by the Government, and will doubtless be as quietly accepted by the Opposition.

THE BANKRUPTCY LAW AMENDMENT BILL.

THIS Bill has been published as amended, and some important alterations have been made in its provisions, consequent upon suggestions thrown out in the course of the debate on the second reading. It is no longer required that the trustee shall be a creditor, and he is to be appointed by a majority of the creditors in value only. The reason of this provision, is, we believe, to prevent as far as possible that canvass for the trusteeship, which, now that the trustees will be for the most part professional liquidators, is sure to attend a profitable appointment. Creditors whose individual interest in the estate is trifling are usually the majority of the whole body; their votes are given without regard to fitness, and the great creditors are swamped by the small ones. Value, not number, is the right test, even though it should give the preponderance to a few. But we would suggest to the ATTORNEY-GENERAL if it be not practicable to adopt the system of cumulative voting in bankruptcy, giving each creditor a vote, but with additional votes in proportion to the amount of his debt, say one vote for every 30l. This would be manifestly just, and it would secure still more effectually the object for which the change has been made.

It is to be an act of bankruptcy for a debtor

to abscond or go abroad with intent to defeat or defraud his creditors, or, for a trader to suffer execution to be levied by seizure and sale for a sum of not less than 50*l.*, or for any person, to have execution levied upon him for 50*l.* and not satisfied. A new clause is devoted to proof of debts and making provision for estimating contingent liabilities.

It was proposed by the original Bill that an order of discharge is not to be made by the court unless the bankrupt has paid 10*s.* in the pound, or a majority in number, representing three-fourths of the creditors, pass a resolution to the effect that the bankruptcy has arisen from unavoidable misfortune, and that they desire his discharge. But by the amended Bill the court may, under any circumstances, use its discretion as to granting such an application.

If the bankrupt do not obtain his discharge the balance of any unpaid claims is to be deemed to be still existing in the nature of a judgment-debt, and to be recoverable as against his property after five years from the date of the bankruptcy.

A new clause enables the trustee to accept a composition, or some general scheme of arrangement, with the consent of a majority in number representing three-fourths in value of the creditors, but it must have the sanction of the court, which, when given, is to be conclusive on all the creditors, so far as relates to debts proveable under the bankruptcy; but no power is given to any majority to award to the bankrupt a general discharge from the debts proveable under a bankruptcy.

For the deed of arrangement is substituted a deed of liquidation, under which the affairs of the debtor will be wound-up by a trustee precisely as if he had been formally adjudicated bankrupt, and the discharge will not be complete until it has been granted by three-fourths of the creditors, and the trustee has reported to the court. The certificate of such discharge by the registrar will then operate as a discharge in bankruptcy.

All dealings between a person who has committed an act of bankruptcy and a person who has knowledge of the fact are void. The debt of the petitioning creditor or creditors must amount to 50*l.*, and the bankruptcy will be liable to be annulled if it should be found that the estate does not produce 50*l.* over and above the cost of realising it.

There are many minor amendments improving the language and construction of the Bill. But these are the most important of the modifications. It will be yet further improved in committee.

PRIVILEGED COMMUNICATIONS AND EXPRESS MALICE.

In writing upon this subject, which is one of growing importance, we will take the opportunity of noticing a work recently published, and now upon our table awaiting review, namely, the third edition of Starkie's Law of Libel and Slander, by Mr. Henry C. Folkard. This edition is one of much greater value than either of the two which preceded it, because the various branches of the law have been extended so as to meet the peculiarities of the present day, and the exigencies which necessarily attend freedom of speech. The rulings of the present Lord Chief Justice in the cases of *Hunter v. Skerpe*, and *Wason v. Walter* are equivalent to, and much more perspicuous and easy of application, than a legislative enactment. Mr. Folkard makes full use of the directions to the jury in these remarkable cases—directions which in the latter case were approved on appeal to the full court. And this single feature distinguishes the new edition from its predecessors, and indeed gives it quite a new character.

The arrangement of Starkie is very good, and enables the practitioner at once to fix upon the part to which to direct his attention. For example, we are discussing the question of privilege, and we find a complete summary of the law under the title "occasion; malice in fact." Under that title we have considerations of privilege as attaching to voluntary communications; *bona fide* communications made to the proper authorities; communications founded on hearsay; indirect communications; *bona fide* applications to wrong parties, or those having no direct authority to give relief; communications privileged on the ground of interest in the party making or receiving them; publications in vindication of character; communications made in

presence of third parties; where communications lose their privilege on the ground of exaggeration and excess; repetition of slander invented by another; and reassertion of slander.

We do not propose to discuss all or any number of these subjects, but only such as may serve to illustrate the case of *Lawless v. The Anglo-Egyptian Cotton and Oil Company*, L. Rep. 4 Q. B. 262. That case raises a question which must one day, we consider, take a new phase, resulting possibly in a change of the law. It simply comes to this, whether that which is untrue and libellous, uttered at a meeting of shareholders or directors of a company, or any body of persons, is to be held privileged on the simple ground that it was for the interest of such body that the utterance should take place. On this point we would say, can it be for the interest of anyone that an untrue statement should be made? Mr. Justice Mellor, in his judgment said that independently of any authority he was prepared to hold, "that a company having a great number of shareholders, all interested in knowing how their officers conduct themselves, are justified in making a communication in a printed report, relating to the conduct of their officers, to all the shareholders, whether present or absent, if the communication be made without malice and *bona fide*." To our mind this seems to be a dictum likely to bring about very serious consequences, considering the present proneness of shareholders and the public to suspect not only the servants of companies, but also the directors.

Let us look at the origin of privilege. At Chapter XI. of Mr. Folkard's edition of Starkie we find this passage: "The extensive principle which governs this class of cases, where the existence of express malice is a test of civil responsibility, comprehends all those where the author of the alleged mischief acted in the discharge of any public or private duty, whether legal or moral, which the ordinary exigencies of society, or his own private interest, or even that of another, called upon him to perform, but where the occasion does not furnish an absolute defence independently of the question of intention; as on the one hand, it would be contrary to common convenience to fetter mankind in their ordinary communications by the apprehension of vexatious litigation, so, on the other hand, would it be highly mischievous to allow men to inflict the most cruel injuries to reputation and character with impunity under the cloak and pretence of discharging some duty to themselves or to society, when they were, in fact, actuated by the most malicious intention." The author follows this up with the remark that the law most wisely makes the issue depend on the absence of express malice. It is the wisdom of this which we challenge.

The most prominent class of cases raising the question of privilege is that relating to characters given to servants. Now let this class of cases be compared with that represented by *Lawless v. The Anglo-Egyptian Cotton Company*. A communication by a master of a servant to a person proposing to engage that servant is a limited communication, limited in its effect, and being so limited, is, if untrue, to be justified on the ground of privilege. The want of care in ascertaining the truth of the communication is counterbalanced by the exigency of the occasion. The consequence of the want of care is limited, and it is no great strain to say that the communication shall be privileged. Now take the case of a large company or a charity. The care to be used in launching a defamatory statement should be proportioned to the probable magnitude of the consequences. In such cases privilege is claimed for an untrue statement, which must inevitably reach the attention of some hundreds or perhaps thousands of persons. This point was noticed by Lord Chief Justice Denman, in *Martin v. Strong*, 5 Ad. & E. 535, where privilege was claimed for a statement made by the chairman of the governing body of a charity. His Lordship said to counsel, "You set up a very large claim of privilege. There may be a thousand subscribers to a London charity." This remark shows that our view that privilege should be proportioned to the probable magnitude of the consequences is not altogether our own, nor entirely new. Therefore we repeat with the greater confidence that the rule which applies to the case of master and servant ought not to be applied to the case of companies and noncorporate bodies numbering thousands of persons.

It does not seem to have been considered that

uttering a libel is a species of negligence. Under any and all circumstances, care should be exercised that injury is not done to another. To take an analogous case, that of a railway company running trains at low fares. It is for the benefit of the public that such trains should be run, yet we should think it preposterous if we attempted to establish the proposition that this fact exempts the company from the exercise of ordinary negligence. But in the utterance of defamation we tolerate any amount of carelessness so long as the occasion is what the law considers privileged, and there is no evidence of malicious intention. It is evidence of malice if the defendant can be proved to have known that what he said was untrue. Should this be enough? Ought not a person to be punished if he has not taken every pains to ascertain the truth of what he affirms? To utter a slander in simple carelessness of belief whether a thing be true or not—which is what ignorance that a thing is untrue amounts to—is an offence, as it appears to us, which ought not to be sheltered under a plea of a privileged occasion.

Mr. Justice Hannen makes a remark in *Lawless's* case which struck us as somewhat singular. His Lordship said that if, after the report of the directors had served its purpose, by making known to the shareholders facts which it was their interest to know, the statement had been entered in the books of the company to stand for ever a record against the plaintiff that he had had an accusation made against him, that might have been independent malice on the part of the company. But, with all deference, we would ask what effect the entry on the company's books could have, compared with the publication of a defamatory report? The effect in the one case is wholly disproportioned to the effect in the other; yet Mr. Justice Hannen says that the one would be punishable as being malicious, whilst the other would not be so. We confess that this distinction conflicts with our view of what is a fair remedy for a wrong; and, as we said at the opening of this article, we shall hope one day to see an amendment in the law.

In conclusion, we may do that which is now scarcely necessary—recommend Mr. Folkard's work to the attention of the Profession and the public. It is, as now edited, very valuable.

THE TRANSFER OF COMPANIES.

Of late there has been much cause for discontent in connection with the transfer of the business of companies to other companies by which an amalgamation or a merger of the one in the other has been effected. To our knowledge there has been considerable doubt as to the best method of establishing the *bona fides* of such transfers, and obtaining the redress of grievances by transferred shareholders.

By a recent decision Vice-Chancellor Malins has decided one point—that such a transfer cannot be impeached in the winding-up of the transferee company. This decision was given in the matter of the International Life Assurance Society. This company had power by their deed of settlement, to transfer their business to any other "well-established and responsible company carrying on a similar business." By virtue of this power the directors transferred the business of the society to the Hercules Life and Fire Insurance Company. This latter company was established in 1863, and had been reconstituted in 1865.

In the first place the Vice-Chancellor had to decide whether this company so recently established, and so shortly after its establishment reconstituted, could be considered a well-established and responsible company, and he held that it could not be said to come under that definition.

The next point requiring consideration was whether, the validity of the transfer to the Hercules Company being impeached, the Vice-Chancellor could make an order to wind it up. In this respect Vice-Chancellor Malins held that he was concluded by authority. The only cases mentioned in the judgment are *Ex parte Dee*, 3 De G. & Sm. 112, where Vice-Chancellor Knight-Bruce, under the early Acts, made a winding-up order under very similar circumstances, and that learned judge also decided that the fact that the business of the company was that of life assurance, involving many outstanding policies, did not render it inexpedient to wind it up. But in that case it does not appear that the validity of the transfer was impeached at the same time that the application to wind-up was made. The view taken by the

Lord Justice Turner (confirming the Master of the Rolls) in the next case, which was under the Act of 1862, was that in accordance with which Vice-Chancellor Malins acted. The Lord Justice said, in giving judgment, (L. Rep. 1 Ch. App. 347), "There was much argument at the Bar upon the question of the validity or invalidity of the amalgamation of these companies, and upon several matters bearing upon that question; but in my opinion this is not a point we can decide in this jurisdiction." And subsequently his Lordship added, "If the resolutions for the voluntary winding-up of this company had stood apart from the amalgamation I should have thought the petition ought to have been dismissed on this point also; but the resolutions for winding-up the company voluntarily and for amalgamation are plainly parts of the same transaction, and if the resolution cannot stand as to one part of the transaction, neither, I think, can it stand as to the other part of it." This decision was equivalent to that which Vice-Chancellor Malins gave in express words. If, he said, it was desired to impeach the validity of the transfer on the winding-up petition, it must be decided in a cause instituted for that purpose, and therefore he declined to make the order to wind-up.

There are some facts connected with the amalgamation of the International Company and the Hercules Company which are edifying in connection with the business of promotion. The former company was twenty-five years old, and had a capital of a million. This business was transferred to the Hercules Company without any investigation having been made as to the stability of that company beyond any inquiry of its manager, a Mr. Shrubbs, who stated that it was flourishing. This being all the investigation made, a contract is agreed to on behalf of the International Company, which contract was brought about by a gentleman well known in connection with companies, who for three months' services—he having incurred no expenses—was to receive 8000*l.* Mr. Shrubbs, indeed, deposed to sixty interviews, which, at the above rate of payment would be paid for at something over 130*l.* a piece. The Vice-Chancellor said fairly enough that 10*l.* a-piece for such interviews would have been ample remuneration. Another incident there is equally instructive. Mr. Richardson, the secretary, becoming a director, and well knowing the ruinous condition of the affairs, although it did not transpire what salary he received, or what was his age, there being an arrangement to take over the officers, was paid 15,000*l.*, 5000*l.* in money. "These," said the Vice-Chancellor, "are transactions fraught with great suspicion, and do not commend themselves to my judgment, so contrary are they to prudence and common sense."

Everybody, of course, will echo this sentiment, and only regret the conclusion was, that such transactions were held binding on both companies.

We have only to remark, in conclusion, on the difficulty which may attend the winding-up of insurance companies. Vice-Chancellor Knight Bruce, did not, it would appear, see so much difficulty in the matter as did Vice-Chancellor Malins. The former learned Judge did not regard the outstanding policies as a fact rendering a winding-up inexpedient. The latter, on the other hand, said: "Of all cases under the Winding-up Acts, an insurance office is the most difficult to terminate, in consequence of the duration of the policies. Here there are 2000 which may not expire for half a century." We think the view of Vice-Chancellor Malins the right one, and that difficulty should be felt in winding-up such a business.

In the case of the *Hercules Company*, which we have been discussing, and which is reported 20 L. T. Rep. N. S. 433, the petition to wind-up was ordered to stand over until the validity of the transfer had been tested.

COURTS OF APPEAL.

THE London Chatham and Dover Railway Company's Arrangement Act 1867, by its 31st section confers a privilege of resort to the Court of Appeal in the first instance, which cannot but be regarded as valuable and deserving of extension to a much wider circle of litigants. The privilege, indeed, is extended by the Court of Chancery as a matter of practice in administration suits, with the object of saving expense. Now the question is why there should be any

restraint placed upon the right of going to the Court of Appeal in the first instance. As remarked by Stuart, V.C., in a case which was before him during the present month (20 L. T. Rep. N. S. 432) it is very desirable, if possible, to avoid two hearings of a case.

This view we perceive is taken by the Judicature Commissioners in their report, but not in its full extent. It is only in the case of an appeal to the House of Lords that the appellants may skip the intermediate court, and go straight from the court of first instance to the ultimate Court of Appeal. "A direct appeal to the House of Lords without going through the Court of Appeal might," they think, "be allowed in all cases in which an appeal on matters of law would be to the Court of Appeal"—if the respondent consents to that course being taken, but not otherwise. This limitation is perhaps a very proper one; but, having this limitation, we do not see why the rule of practice applicable to appeals to the House of Lords should not be applied to appeals to the Court of Appeal which the Judicature Commissioners propose to appoint. The Court of Appeal will be very strong, consisting of the Lord Chancellor, the Lords Justices, the Master of the Rolls, and three other permanent Judges, with three of the Judges of the Supreme Court to be nominated annually by the Crown. The Court of Appeal thus constituted would be empowered to sit either as a full court, or in divisions, the number of Judges sitting together in any division never to be less than three.

It is not to be supposed that suitors would very frequently avail themselves of the privilege of going in the first instance before this court, the process of which would necessarily be more expensive; but as an appeal is to be in the nature of a rehearing it would be very important could the whole of an important case be laid in a perfect form before a strong court such as the proposed Court of Appeal would be. This would have a double effect; there would be but one trial instead of two, and the case would be thoroughly got-up once instead of got-up imperfectly, perhaps, in the first instance, with the Court of Appeal in view.

THE COUNTY COURTS AND THEIR JUDGES.

WE last week incidentally referred to the very onerous duties which have been imposed upon these judges by the new jurisdictions, and pointed out that they have a most substantial claim to such salaries as will compensate them in the way in which Judges of the Superior Courts, many of whose cases they will now have to try, are compensated. In confirmation and support of our view thus expressed, a pamphlet has just been published, written, we are given to understand, by a learned County Court Judge well known in the Midland Counties for the breadth and soundness of his judgments.

The claim which we, in common with the writer of the pamphlet, put forward on the part of the Judges, is amply justified by the extraordinary increase of business in the County Courts. Between 1864 and 1867, there was an increase in the number of plaintiffs tried, and cases sent for trial of no less than 203,700, in the number of causes determined 140,388, in the amount sued for of 434,452*l.*, and on the amount recovered of 170,874*l.*; and in the amount of fees received of 66,994*l.* "And," says our author, "of all these measures there is none of which the effect has been more marked, both as regards the decrease of pressure in the Superior Courts, and the increase of business in the County Courts, than the Act of 1867, which, as has been stated, further increased the original common law jurisdiction of those courts, and also empowered the Superior Courts, under certain circumstances, to transfer to the County Courts causes of any amount, and of almost every description. Of this power the Superior Courts have availed themselves freely; and the main object of the measure, the relieving those courts of a large amount of their business, which was becoming too heavy for the judicial staff, has been attained. The number of writs actually issued in the three Superior Courts of Common Law, in 1868, the year following the passing of the Act, was 83,174, as against 127,702 in 1867, showing a diminution of rather more than one-third. And of the writs actually issued, a considerable portion were sent, under the powers of the Act, to the County Courts for trial."

So much for the increase of the business. In

the next place we have to regard that which is of more importance, namely, the character of the cases tried, because it is according to the intrinsic gravity of the causes and not according to their number that the Judge who tries them should be remunerated. Upon this point the writer of the pamphlet says: "Anyone who now attended, for the first time, a County Court, held either in London or in any important town on a country circuit, would be surprised at the number, the variety, and the importance of the questions at issue. Rights of way, rights of water, rights of light; actions of ejectment, involving the nicest points both of fact and of law; difficult and important questions turning upon the law of railways; long and complicated suits for the execution of trusts, for the specific performance of contracts, for the dissolution and winding-up of partnerships;—all these questions, and others as important (not to mention admiralty and bankruptcy matters), are now constantly tried by courts which originally were intended to dispose of little more, and which are commonly supposed still to dispose of little more, than disputed tradesmen's accounts."

Without more being said, we think it must be palpable that the Judges of County Courts are rapidly approaching to the level, in point of judicial importance, of the puisne Judges of our common law courts, and of the Vice-Chancellors in our courts of equity, and that they should be paid proportionately. We will, therefore, proceed to consider a point raised by our author as to limiting the amount, beyond which the jurisdiction of the County Courts shall not extend. He says: "It may well be expedient to confine the jurisdiction of the County Courts to cases of a certain class; but it is difficult to see the principle upon which any class of cases over which the courts are to have jurisdiction should have a compulsory limit as to amount. It must be obvious to any lawyer that the amount in dispute in a cause is no test whatever of either the importance of it to the parties, or the legal difficulties which it may present. An action of trespass where a shilling's worth of grass has been destroyed, a claim of 20*l.* for goods bargained and sold, a suit for the administration of a trust fund of 100*l.*, may be, and often is, as troublesome and as difficult, and may decide a principle as important, as a case of the same kind where the amount in dispute is a very heavy one. If the Judges of County Courts are competent to try the one, they are competent to try the other. The Legislature has, in the Bankruptcy Act now before Parliament, recognised this inconsistency, and given to the County Courts jurisdiction in bankruptcy without limit as to amount: though in 'The County Courts Amendment Act 1857,' the inconsistency still exists of allowing the judges to try certain causes to any amount if they are transmitted from the Superior Courts; but precluding them from trying (except by consent) the same class of causes beyond a certain amount in the first instance. If, however, it be thought inexpedient to abolish the limit as to amount altogether, it is but reasonable that the parties in an equitable or any other proceeding should have the power which they already have in common law causes and in admiralty matters, of tying it before the County Courts up to any amount by consent."

We most decidedly agree in the view that jurisdiction in all cases should be given by consent, and this must be the next step in the improvement of County Court jurisdiction. On the question whether it would be expedient to abolish the limit as to amount unconditionally, we have our doubts, and should be disposed to give an opinion in favour of retaining this limitation.

Another point raised in the pamphlet relates to the injurious effect of the Act of 1866, providing for the gradual extinction of the office of high bailiff and the devolution of the duties of that office upon the registrar. We agree in the inexpediency of this, and in the advisability of adopting a suggestion made to us by a correspondent, that in lieu of the high bailiffs, marshals or associates should be appointed who should be legally qualified to assist the Judge in the discharge of his judicial functions.

Finally we would revert to the question of payment to the Judges in the words of the author of this very skilfully compiled pamphlet. He says, "But the changes in the constitution of the County Courts have been so gradual, that

the inconsistency and injustice of requiring the Judges to sit as Judges of common law, equity, admiralty, and bankruptcy, with no professional rank, and at a salary of the same amount as that of a taxing master in the common law courts, have been hitherto overlooked. The County Courts have achieved a success far beyond the expectations of their founders; they have outlived the not unnatural jealousy of the Profession; they are rising year by year in the respect and confidence of the public; and year by year fresh duties and increased responsibilities are cast upon them. It behoves the Legislature which imposes these duties and responsibilities to grant, in a spirit of wise and just liberality, a fitting position to those who have to perform and sustain them."

INFANTS IN CHANCERY.

A CASE of *Wright v. Tanner*, before Vice-Chancellor Stuart (20 L. T. Rep. N. S. 429), throws some light upon the position which infants now occupy before the Court of Chancery, and reveals an important alteration in a matter of practice in suits where infants are defendants.

The application in that case was that a person who was an infant at the time of a partnership agreement, to which he was a party and which he did nothing actively to affirm after coming of age, might be discharged as to proceedings in Chancery for the dissolution of the partnership. The infant came of age on the 2nd Aug. 1868, and on the 4th of that month the Chief Clerk in Chancery made a certificate in the cause, finding that capital to be brought into the concern by the infant was one of the assets of the partnership which were irrecoverable. The plaintiff in the cause forcibly dissolved the partnership, one of his reasons for doing so being that he had been imposed on by a representation that the infant was a person of full age, and he applied to vary the certificate so as to make the infants' capital recoverable.

The short ruling of the Vice-Chancellor as to the infant, after taking time to consider the matter, was that the decree dissolving the partnership having been made during the infancy, the Chief Clerk had properly certified that his share of the capital was irrecoverable. His Honour had previously held that notwithstanding the disaffirmance and disclaiming of the infant, the plaintiff could not be prevented from going on to a decree against him, and overruled the motion to stay proceedings. "Whatever rights may accrue to the infant from his infancy," he said, "whatever right he may have to say that he is not bound to contribute his share of the capital—which seems to be the view taken by the Chief Clerk—whatever right he may have for declining to take the salary, I cannot refuse the plaintiff his right of going on to get the best decree he can against this infant, considering that it has already been decreed that the partnership should be dissolved, and accounts taken, and that upon that being done, and the certificate made, the court would further consider the matter."

The consideration of the Vice-Chancellor is given most carefully to the status of infant defendants in Chancery. A great change, he observes, has taken place in the law and practice of this court with respect to suits of this kind. At one time every decree of the court made against an infant, although a guardian *ad litem* was appointed, gave upon the face of it leave to the infant to show cause against the decree when he came of age; and the time allowed for that purpose was generally six months. But the interest of infants was more strongly guarded by the old law; for in a suit for the administration of assets, where real estate descended upon an infant heir, or where an infant was interested in the real estate to be sold, by what was called parol demurring, the court was powerless to make a decree for sale until the infant came of age, and the decree was that if, upon the account of the assets, a deficiency should appear, leave might be obtained from the court for a sale against the infant. The law of parol demurring was absolutely abrogated by statute. The law, indeed, which made it error apparent on the face of the decree against an infant, unless a day was given to show cause, has been partially abrogated by the Trustee Act, and partially by the practice of the court. His Honour then referred, with surprise, to the confusion there is in the books of practice on this subject. He points out that in the

last edition of Mr. Seton's work on Decrees the old and new cases are all referred to as authorities, without any distinction whatever as to the changes introduced by the Trustee Act and Sir Edward Sugden's Act, by which the law as to parol demurring has been entirely abrogated. In the recent edition of Mr. Daniell's work, however, to which the Vice-Chancellor alluded in complimentary terms, it will be found that a decree against an infant containing no day to show cause, so far from being a decree with apparent error on the face of it, binds the infant, and, being binding, can only be set aside for the same reasons of fraud, error, or mistake which would vitiate a decree against an adult person. So, adds the Vice-Chancellor, would a decree bind an infant where a day was given to show cause after the infant has come of age, if cause was not shown within six months. Practically, it never happened that cause was shown. There is hardly an instance of cause being shown under the old practice, against a decree giving an infant a day to show cause after he came of age. And as to the existing practice we may take from his Honour, —and there is no better authority— that an infant will always be allowed a day to show cause on the face of the decree, and that an order for foreclosure is never made absolute in any mortgage without giving an opportunity of showing cause. Lord Cranworth has positively decided that the right of an infant to show cause on a decree for foreclosure, must appear on the face of the decree.

SAYINGS AND DOINGS OF THE COURTS.

[CONTRIBUTED BY THE REPORTERS OF THE SEVERAL COURTS.]

COURT OF QUEEN'S BENCH.

On the 12th instant a new and most important point of mercantile law came before the court for decision in the case of *Harrover v. Hutchinson*. The action was one on a policy of insurance on a ship for a voyage from Buenos Ayres, "and any other port or ports" to Europe. The vessel went, and at the time the policy was effected was intended by the plaintiff to go, to Laguna de los Padres, a little port on the coast of South America, near Cape Corrientes, and, as found by the special case, a port unknown to underwriters. The vessel was lost on its way from that port to Buenos Ayres. It appeared that the plaintiff, before effecting the policy of insurance with the defendant, had applied to the brokers at Liverpool to insure the vessel, cargo, and freight from Buenos Ayres to Laguna de los Padres, and they had asked four guineas per cent. on cargo, which the plaintiff declined to give. The plaintiff then effected (for half that percentage) with the defendant the policy on which the present action was brought, but did not inform the underwriter that it was intended that the vessel should go to Laguna de los Padres. Two questions were argued at great length by Mr. Milward and Mr. Baylis on the part of the plaintiff, and by Mr. Cohen on behalf of the defendant, viz., whether the concealment by the plaintiff from the underwriter of the intention to send the vessel to the port, unknown to underwriters, of Laguna de los Padres, was not a concealment of a material fact which the underwriter could not be presumed to know, and, therefore, one which made the policy void; and (2) whether Laguna de los Padres could be said to be a port within the meaning of the policy, it being a mere village with no custom-house, and a place from which vessels could not clear for their port of destination in Europe. For the plaintiff it was contended that the general words "port or ports" included all ports within the province named; that it was the underwriters' business to know the character of all the ports in the district; and that there was no concealment which should vitiate the policy. For the defendant it was argued that the underwriter could not be presumed to know that the vessel was to go to Laguna de los Padres, and that if he had known it he would have exacted a higher premium as the port was new and unknown to underwriters; that the plaintiff knew this, as when he had disclosed the name of that port to the other brokers, they had asked a percentage on the cargo of four guineas, and consequently there had been a concealment of a material fact which avoided the policy; also, that Laguna was not a port within the meaning of the policy, as from the absence of a custom house the vessels could not clear thence to Europe. The court (consisting of Justices Lush, Hannen, and Hayes—the latter after considerable doubt) were of opinion that the plaintiff was not bound to disclose to the defendant

the name of the port Laguna de los Padres; that the general word "port or ports" included it; that the underwriter was bound to know its existence and character, and therefore there was no concealment which vitiated the policy. They also held that Laguna was a port within the meaning of the policy, the interpretation to be given to the words "port or ports" in policies of insurance being ports at which vessels could load, and were accustomed to load.

COURT OF EXCHEQUER.

In the case of *Maxsted v. Paine* (second action), which was argued in this court on the 21st April, and in which the court took time to consider its judgment, which was delivered on the 8th instant, the very important, and to the commercial world very interesting, question was raised, discussed, and decided, of the liability of a jobber on the Stock Exchange to indemnify his vendor from all future liability in respect of shares purchased by the jobber from the vendor in a case where the jobber has passed to the vendor the name of a person as the "ultimate purchaser," who turns out to be a "man of straw," by reason of which the vendor remains liable to future calls. The question came before the court as a "special case" by order of Mr. Justice Willes, in which the facts, shortly stated, were as follows:—The plaintiff, on the 24th May 1866, sold through his brokers to the defendant, a jobber on the Stock Exchange, 100 50l. Overend, Gurney, and Co. shares, on which 15l. had been paid at 17 discount for the account day on the 30th May. Overend, Gurney, and Co. stopped payment on the previous 10th May, and the transfer books of the company were closed on the 12th May, and on the 22nd June, an order was made in Chancery for winding-up the company. On the same day (the 29th May) the defendant passed to the plaintiff's brokers the names of four persons as the "ultimate purchasers" of the shares in question (and amongst them the name of one "Francis Robert Goss" as the purchaser of ten of the said shares), which names were accepted by the plaintiff's brokers, and the usual transfers were then made out and executed and delivered to the brokers of the several purchasers. Two calls of 10l. each having been subsequently made by the liquidators on the said shares, and the same not having been paid by the said purchasers, the plaintiff was compelled to pay them, and now sought to recover back the money so paid by him from the defendant. In the case of the man "Goss" (which was the only one of the four cases above mentioned that was argued), it appeared that Sir Samuel Spry had been originally the purchaser of these ten shares through his brokers, Foster and Co., who were subsequently directed by Sir Samuel's solicitor not to pass Sir Samuel's name as the purchaser; and accordingly on the 26th May, Foster and Co. by the direction of the said solicitors, passed Goss's name to the defendant as purchaser of the said ten shares. The name of Goss was given by the solicitors in pursuance of an arrangement made with him that for the sum of 4l. 10s. he should take a transfer into his name of the said ten shares. Goss was a person in poor circumstances, and wholly irresponsible. But Foster and Co. were utterly ignorant of these matters when they passed his name to the defendant, and the defendant received it in the usual manner and in entire ignorance also of the arrangement above mentioned. The matter being brought under the notice of the Stock Exchange Committee, they declined to interfere, on the ground that Goss's name was passed by the brokers, Foster and Co., in good faith. Mr. Pollock, Q. C. (with Mr. Herschell) contended, on the part of the plaintiffs, that the defendant, as jobber, had not discharged his duty so as to relieve himself from liability to the plaintiff, his vendor, inasmuch as the name of Goss was not that of a *bona fide* and genuine purchaser, and that there was sufficient fraudulent practice around the whole transaction to render the custom and usage of the Stock Exchange, on which the defendant relied as a protection, of no avail to relieve him from responsibility to the plaintiff. Mr. Macnamara (with him were Mr. Mellish, Q. C., and Mr. Beresford), for the defendant, argued that by the rules of the Stock Exchange the defendant was only bound to pass the name of a person who had agreed to become the purchaser, and that having done so and the name having been accepted without objection at the time, he had done all that he was under any liability to do in respect of the shares in question, and was not liable or responsible for the calls subsequently made. The court took time to consider their judgment, and being divided in opinion they now proceeded to deliver their several written judgments. Baron Cleasby was of opinion that the defendant had not satisfied the usage of the Stock Exchange in giving the name of an ultimate purchaser in compliance with it. The ticket representing Goss as a *bona fide* purchaser for value was a falsehood and was not the genuine *bona fide* document required by the usage of the Exchange. For these

reasons his judgment would be in favour of the plaintiff, the defendant not having performed his contract according to the usage. The Lord Chief Baron and Barons Bramwell and Pigott, on the other hand, were of opinion that the defendant had performed all that was required of him by the rules of the Stock Exchange. The plaintiff might have objected to Goss's name had he so chosen to do so, and the defendant must then have found a fresh one, for Goss was not a person whom, according to the rules, the plaintiff would have been compellable to accept as a transferee. But neither the plaintiff nor his brokers objected, but accepted the name and executed the transfers; and, having done so, they cannot now show that the defendant was bound to do anything more, or different from that which he has done. The correct name and address were given. Goss was not called "gentleman," "esquire," or "merchant." Had there been any fraud, no doubt there would be a remedy. The question here is not what is reasonable, but what is the practice? Their judgment, therefore, was for the defendant.

EXCHEQUER CHAMBER.

On the 10th inst., the unanimous judgment of the court was delivered in the case of *Redhead v. The Midland Railway Company*, which was argued in Michaelmas Term last, and has since stood over for judgment. It was an action brought against the railway company for injuries sustained by the plaintiff whilst travelling on the defendants' line, owing to the giving way of one of the wheels of the carriage in which the plaintiff was. The tire of the wheel had broken into three pieces, owing to a flaw in the welding caused by an air bubble, and such a defect, it was proved, might occur in spite of the greatest care on the part of the manufacturer, and could not be discovered in the process of manufacture or afterwards, either by the eye or from the ringing of the metal. The question for the decision of the court was whether, under such circumstances, the railway company could be held liable for the accident which happened, and the injuries occasioned by it to the plaintiff. The Court of Queen's Bench (consisting of Mr. Justice Mellor and Mr. Justice Lush, Mr. Justice Blackburn dissenting) were of opinion that the railway company were not liable; that the only duty on them was to use the utmost skill and care in everything relating to the safety of their passengers, and that they could not be held to warrant the absolute roadworthiness of their carriage at the commencement of the journey. Mr. Justice Blackburn, on the other hand, thought that the railway company were liable for the consequences of any insufficiency, even though it arose from a latent defect which the exercise of the utmost care could not have guarded against. The Court of Exchequer Chamber in the long and elaborate judgment, which was read by Mr. Justice M. Smith, affirmed the judgment of the majority of the Court of Queen's Bench, and held the railway company not liable under the circumstances. They considered that the railway company does not make any contract of insurance with its passengers, but only contracts to take due care to carry them safely, so that negligence alone, on their part, would be a breach of the contract which the law implies; and as it was proved that in the present case the railway company were guilty of no negligence, they were not liable for the injuries sustained by the plaintiff.

The case of *Popplewell v. Hodgkinson* was argued on Saturday the 15th inst. The action was for injury to the right of support. It appeared that plaintiff had some "terry-built" cottages, which was interpreted in the special case to mean cottages of the worst construction in a street in the neighbourhood of Manchester. These were constructed on what is termed "made" ground. The ground in this case appeared to have been very badly "made," inasmuch as it consisted of a spongy sodden accumulation of refuse and rubbish full of water and slops which ran to it, and were thrown upon it from the adjoining streets. The ground had not been drained, but only just levelled before the cottages were built. The defendant was a contractor who, having to build a church on certain adjoining lands of the same description, drained these lands and made certain deep excavations for the foundation of the church walls until he came down to the solid ground. The effect of this was to drain off the water from the plaintiff's land, which in consequence subsided, and the cottages cracked, &c. It appeared that they had always been cracking and could scarcely hold together, but since the defendant's operations they were cracked to a greater extent. The Court of Exchequer found judgment for the defendant, one of the judges tersely expressing it as his opinion that if a man chose to build his house on a dunghill he must take the consequences. Against this judgment the plaintiff now appealed. Chief Justice Cockburn expressed himself as being very strongly of opinion that there could be no general principles of law which prevented the owner of land from

draining it and taking the usual and proper steps for obtaining a secure foundation for building. The law was well settled that a proprietor was not entitled to remove the soil so as to deprive his neighbour of the natural support to his surface, but in this case the damage had not been done by the removal of the soil, but only by the moisture having been drained off. The counsel for the plaintiff thereupon endeavoured to substantiate the plaintiff's claim upon a different ground. It appeared that the land of the plaintiff and that of the defendant had originally belonged to the same person, who conveyed the plaintiff's portion to him for building purposes. It was argued that this gave rise to an implied engagement not to put the adjoining land to any purpose which might prejudice buildings placed upon the plaintiff's land. The court, however, were of opinion that the action was not maintainable, and that the judgment of the court below must be affirmed. They were of opinion that there was no general principle of law to prevent the owner of the adjacent land from putting his land to a natural and useful purpose, and taking such usual steps as were incidental to such purpose, even though it might have the effect of drawing off the water, and so causing his neighbour's land to subside. The only ground on which the plaintiff's case could be put was, the implied undertaking not to do anything prejudicial to the purposes for which the plaintiff's land was granted. It was true that where land was expressly granted for a specific purpose, there might be an implied agreement not to do anything which might diminish its value for that purpose, on the principle that no one can derogate from his own grant. The defendant's counsel had noticed, in argument, the case of the railway which had been constructed across Chat Moss. It might be if landowners sold land of that description for the express purpose of constructing a railway, and then proceeded to drain in the immediate vicinity of the railway, so as to loosen its foundations, there might be a ground of action, but the present was a wholly different case. No implied agreement could arise of the sort suggested by the plaintiff's counsel. The land was in the vicinity of a populous town, and the most natural and useful purpose to which it could be put was by building upon it. It could not, therefore, be taken that either party contemplated that the owner should be debarred from putting it to that purpose, and if entitled to put it to that purpose, no implied undertaking could be created that he should not take the proper and necessary steps for rendering it fit for that purpose, such as draining it and securing proper foundations. Under these circumstances, neither by the general principles of law nor by reason of any implied agreement, could the plaintiff have any right of action.

In the case of *Nicholson v. Power*, the doctrine of concealment with reference to policies of maritime insurance was much discussed. It appeared that the plaintiff had a ship loading with copper at a foreign port, and had received a letter from the captain stating the time when he should sail, and mentioning that that was the only copper ship lading at the port. Some time afterwards the plaintiff saw in the *Shipping and Mercantile Gazette* an announcement that a copper ship had been seen ashore at a certain place in distress: fearing from a comparison of the date with the time of his own ship sailing and from the description of the ship that it might be his own, he immediately set to work to get the ship insured. He did not communicate the facts to the defendants the insurer, but it appeared that the announcement contained in the *Shipping Gazette* was inserted in *Lloyd's List*, and might have been there seen by the defendant if he had looked. The ship was lost, and the present action was brought for the policy. It was contended on the plaintiff's part that there was no concealment to vitiate the policy. There was no obligation to communicate such facts, as the underwriter might, in the ordinary course of business, be presumed to know, and various authorities were cited to show that an underwriter was to be presumed to be acquainted with intelligence contained in *Lloyd's List*. The date of the vessel's sailing was known to the defendant, and it was open to him to draw the same inference as plaintiff did from the announcement in *Lloyd's List*. Chief Justice Cockburn thought that it was a very strong presumption to make, as applied to this case, that the defendant was as well acquainted with the facts as the plaintiff. These were not like general facts such as the existence of hostilities. The whole force of them lay in their application to the individual circumstances relating to this ship. If the plaintiff had gone to defendant and said: My ship sailed on such a day, and on such a day a copper ship was seen in distress at such a place, could it be supposed that he would have insured. It was unnecessary, however, to decide the question how far, under such circumstances, the underwriter was to be presumed acquainted with the contents of *Lloyd's List*, for, assuming that up to this point the plaintiff and defendant had common knowledge of

the circumstances, there was one most important fact that had never been communicated to the defendant, namely, that plaintiff's ship was the only copper ship loading at the port at the time. The plaintiff's counsel then had recourse to another point, which was as follows: It appeared that in the first instance what is called a slip or memorandum only had been signed, and not a regular policy. After the loss had occurred the plaintiff applied for a policy. The defendant protested that he was not liable, but finally executed a policy, it being a rule of honour that a policy should always be executed when a slip has been signed. It was argued that the facts being all known to defendant when he signed the policy, he was bound by it; he could not be allowed to say in the same breath that he was liable and that he was not liable. The court, however, thought that there was nothing whatever in this point; by signing the policy he only meant to put himself in the same position as if a policy had been executed in the first instance. They, therefore, gave judgment for the defendant, affirming the decision of the court below.

The court sat on Friday, May 14, to hear errors from the Exchequer. Before proceeding to hear any of the fresh cases in the list, judgments were delivered in some cases argued on previous occasions, in which the court had taken time to consider. The first of them was the case of *Parkes v. Prescott and Ellis*, which involved a point not hitherto decided, relative to a defendant's liability, in an action of libel, for the publication in a newspaper of defamatory matters, such matters being published in consequence of the expression of a strong wish or hope on the part of the defendant, that the press would notice it. The case came before the court in error upon a bill of exceptions to the ruling of Mr. Baron Martin, at Nisi Prius. The facts were shortly these. The plaintiff was a respectable tradesman in Paddington, and the defendants were members of the Marylebone Board of Guardians. At a meeting of the board, at which the defendants were both present, and the defendant Prescott was in the chair, a discussion ensued relative to the case of the plaintiff's daughter, then an inmate of the workhouse, and strong observations were made by the defendants and other guardians condemnatory of the plaintiff's conduct with respect to his daughter, such conduct being termed "scandalous," "disgraceful," and "deserving of exposure," &c. The conduct in question being, as was stated, that he had refused to receive his daughter, a young woman of good character but rather weak intellect, into his house, and she had thereby been driven to seek the shelter of the workhouse. Reporters for the local papers, the *Marylebone Mercury* and the *Paddington Times*, were present at the meeting in the ordinary course of their duty to report, as news, anything occurring of interest to the inhabitants of the district. During the discussion of the case the defendant Ellis said, "I hope the press will take notice of this very scandalous case," and he called on the chairman (Prescott) to give an outline of the case. This was done, Prescott, in the course of this statement of the case, saying, "I am glad gentlemen of the press are present, and I hope they will notice it;" and he further added he hoped publicity would be given to the case. Subsequently to this meeting, the libels in question, being (as was proved at the trial) a "correct summary," made by the reporters from their notes, of the proceedings and speeches at the meeting, appeared in the two local papers above-named, and the plaintiff brought this action against the defendants, who pleaded not guilty. The learned judge upon the above facts being proved ruled that there was not sufficient evidence for the jury in support of the issue, and directed a verdict for the defendants, to which ruling the bill of exceptions above-mentioned was tendered. The argument was heard in last Hilary vacation, before Justices Byles, Keating, Mellor, M. Smith, and Hannen, when Mr. Giffard, Q.C. (with Mr. J. C. Mathew), appeared for the plaintiff, and Mr. Philbrick for the defendants. The Court took time to consider their judgment, and there was now a difference in opinion upon the bench. Mr. Justice M. Smith read a written judgment, in which he said his brothers Keating and Hannen concurred, overruling the direction of Baron Martin, and directing a *venire de novo* on the ground that there was evidence for the jury on the two questions which ought to have been submitted to them, namely, 1st, of a request to publish the proceedings of the meeting relating to the plaintiff's conduct; and, 2ndly, that the reports contained a correct account of the proceedings as the defendants meant it should appear. Mr. Justice Byles was of a contrary opinion, and thought that Baron Martin was right in directing a verdict for the defendants. His Lordship drew a distinction between the authority which renders a man liable civilly and that which will do so criminally. But there was a substantial objection here which no amendment could cure (and none had been asked for); the evidence did not show what particular party, or what particular defamatory expressions

were, or were not, authorised by the defendants; and as the damages were not apportionable, but each defendant on the record was liable for the whole, neither of the defendants could be liable here except in respect of that which both had authorised. He doubted also whether the expression of a "hope that the Press would notice the case," amounted to an authority to publish defamatory matter spoken at a meeting. Mr. Justice Mellor (whose judgment was read by Mr. Justice Hannen) was also of opinion that there was not sufficient evidence for the jury in support of the issue joined on the pleadings. The majority of the court, however, being the other way, the exceptions to Baron Martin's ruling were allowed, and a *venire de novo* was ordered. The result of the case is that, although the direction of Baron Martin is overruled, there is an equal division of judicial opinion upon the point; Baron Martin and Justices Byles and Mellor (though not all of them for quite the same reasons) being in favour of the defendants, whilst Justices Keating, M. Smith, and Hannen, on the other hand, are in favour of the plaintiff.

The next case was that of the *Earl of Derby v. The Bury Improvement Commissioners*, which was heard in last Michaelmas Vacation before Justices Willes, Keating, Hannen, Brett, and Hayes. The court took time to consider, and Mr. Justice Hannen now (May 14) read the unanimous judgment of the Court of Exchequer Chamber in favour of the defendants, and reversing the decision of the majority of the court below. (The case below is reported 18 L. T. Rep. N. S. 147.)

The third case in which judgment was given, was that of the *General Steam Navigation Company v. The British and Colonial Steamship Company (Limited)*, which was an action by the plaintiffs for damage done to their vessel by the vessel of the defendants coming into collision with it, at a part of the River Thames between Gravesend, and Yantlet Creek and Yantlet. At the time of the collision the defendants' vessel was under charge of a licensed pilot, taken on board by defendants at Dungeness, and it was through his carelessness that the accident occurred. The defendants' vessel belonged to the port of London, and if that port extends to Yantlet Creek, she was within her port; but if it does not, then she was not. By Geo. 4, c. 126, s. 59, vessels are exempted from compulsory pilotage when within their own ports. The Merchant Shipping Act 1854 exempts shipowners from being responsible for damage caused by the negligence of a qualified pilot in districts where pilotage is compulsory. By that Act the London pilotage district, within which pilotage is made compulsory, extends from Dungeness to London-bridge, but no pilot is to be licensed to conduct ships both above and below Gravesend. The pilotage rate for an upcoming vessel is a rate from Dungeness to Gravesend, and the pilot's regular place of discharge is Gravesend. On a special case it was held by Barons Martin and Channell (*dissentiente Kelly, C.B.*), that the defendants' vessel, having taken a pilot compulsorily at Dungeness, pursuant to the Merchant Shipping Act 1854, to navigate the ship to Gravesend, the relationship of master and servant did not arise between the owners and the pilot by reason of the ship having arrived within the limits of her port, and so the defendants were not liable for the pilot's acts. *Semble*, per Baron Martin, the Port of London does not extend to Yantlet Creek. *Semble*, per Baron Channell, *aliter*. But, per Chief Baron Kelly, the Port of London does extend to Yantlet Creek, and the pilotage ceasing to be compulsory, upon the vessel coming within the limits of the port, the defendants are responsible for the negligence of the pilot. The case was argued on two days in last Hilary Vacation, before Justices Byles, Keating, Mellor, M. Smith, and Hayes, and judgment was reserved, and now (May 14) Mr. Justice Byles read the written judgment of the Court of Exchequer Chamber, unanimously affirming the judgment of the majority of the court below in favour of the defendants.

A very important question relating to the liability of the commissioners of sewers for London to make compensation in damages to persons whose premises have been injuriously affected by the public works of the commissioners under their Act of Parliament was heard and decided on the 14th inst., so far as the judgment of the Court of Exchequer Chamber is decisive, upon a question of law, in the case of *Ferraro v. The Commissioners of Sewers of the City of London*. It was a special case involving the construction to be put upon certain sections of the City of London Sewers Act (11 & 12 Vict. c. clxiii, local and personal), and also of the Lands Clauses Consolidation Act 1845 (8 & 9 Vict. c. 18). Plaintiff was a publican and licensed victualler in Liverpool-street, in the City, and the defendants, under sect. 120 of the general powers of their Act, caused the ground and soil of the street to be raised and made level, in doing which the pavement of the street was necessarily raised above the entrance to the plaintiff's house. Before this alteration, there had been

two steps ascending from the street to the door of the plaintiff's house, but now there were two steps descending to it, so that the access was less convenient, and the house, it was alleged, less valuable as a tavern than before, the house being injured also in appearance, and the bar overlooked by passers by, and certain lights being darkened. For these injuries done by the alteration and works of the defendants, the plaintiff sought, by this action, to recover compensation, and also gave notice, after declaration delivered, requiring compensation under the Lands Clauses Consolidation Act 1845. In the court below it was argued for the plaintiff that the Local Sewers Act, though giving compensation expressly in certain specific cases, yet it also, by sect. 2, incorporated the general provisions of the Lands Clauses Consolidation Act, and, amongst others, sect. 68 of that Act, which section gave a right of compensation to the plaintiff for the injuries affecting his premises. For the defendants, it was urged that no compensation was due to the plaintiff, either by action or under the Lands Clauses Consolidation Act in respect of acts done by the defendants under the powers and authority of their Act of Parliament, and by which Act they were not made liable to make compensation for any damage necessarily arising therefrom. Wherever by the Act defendants are empowered to do any works for which compensation is to be given, there are express enactments to that effect; and that the provisions of the Lands Clauses Consolidation Act 1845, and especially those of sect. 68, though incorporated by sect. 2 of the Local Sewers Act are by sect. 3, of that Act excluded therefrom, and, as qualified by sect. 3, do not apply to the present case or entitle the plaintiff to compensation in respect of the alleged acts of damage. The omission of power to give compensation was intentional, or, if not, it was a *casus omissus*. But, even if sect. 68 be incorporated, it still did not give compensation, but only pointed out the mode by which, where persons were entitled to it, it was to be obtained. The court below, the Lord Chief Baron and Barons Pigott and Cleasby, were unanimous in their opinion that no action would lie against the defendants for acts done by them in pursuance of sect. 120 of the Sewers Act, but that the plaintiff was nevertheless entitled to compensation in respect of his house having been "injuriously affected," by the defendants' works, the operation of the Lands Clauses Consolidation Act, as incorporated by sect. 2, of the Sewers Act, not being excluded by sect. 3 of the latter Act, and they gave judgment for the defendants in the action, and for the plaintiff as regards the claim to compensation. The defendants brought error. Mr. Browne, Q. C. (with him Mr. J. O. Griffiths), now argued for them, and Mr. Keane, Q. C., for the plaintiff, and urged the same arguments as were used below. After a long argument, the Lord Chief Justice Cockburn delivered the unanimous judgment of the court (Lord Chief Justice Cockburn, and Justices Keating, Lush, Hannen, Brett, and Hayes), reversing the decision of the court below, on the ground that sect. 68 was excluded from the Sewers Act in such a case as the present by the express provisions of sect. 3, and there was therefore no liability in the commissioners to make compensation in the present case.

ELECTION LAW.

NOTES OF NEW DECISIONS.

ELECTION PETITION—SCRUTINY—WHETHER THE DECISION OF THE REVISING BARRISTER CAN BE REVIEWED.—An election petition under the Act of 1868 asked for the respondent's seat for the petitioner, on the ground that the former's majority over the latter at the election consisted of the votes of persons who were, although registered, not entitled to vote in a borough by reason of their not being rated to, and not having paid the rates, according to the 3rd section of the Representation of the People Act 1867; no objection was made before the revising barrister to these persons' names being retained on the register. Held (upon a special case stated for the opinion of the Court of Common Pleas), that sects. 79 and 98 of the Registration Act 1843 were incorporated into the Acts regulating the new practice in election petitions; that rating and payment of rates form part of a borough voter's qualifications, and are conditions precedent to his right to vote; that the non-performance of these conditions does not constitute a legal incapacity at the time of voting as in the 98th section of the Act of 1843; and that as there was no express decision of the revising barrister upon these votes, an objection upon the ground alleged could not be sustained on a scrutiny: (*Salsbury Election Petition*, 20 L. T. Rep. N. S. 444. C. P.)

BRECKNOCK NEW ELECTION.—On Wednesday

a petition against the return of Lord Hyde was presented at the Common Pleas Rule Office. Lord Hyde was elected after the unseating of Mr. Gwyn by Mr. Baron Martin, on the 9th ult.

INTERNATIONAL ELECTIONS.—The following particulars of Dissenting intimidation in Wales have lately been given before Mr. Bruce's committee by one of the witnesses. At the general election of 1868 Dissenting ministers were very active as politicians, many of them were paid agents, and their places of worship were frequently used for political meetings. With regard to political preaching, one witness had heard that in one instance a minister went so far as to say that those who voted for the Conservatives would be in danger of the pains of hell. Similar language was used in 1866, and one old man who had promised the Conservatives was attended by his minister, and told that he would endanger his soul if he so voted. There were other cases where Dissenters had been threatened with being "posted on the wall"—that is, excluded from the body to which they belonged, or otherwise disgraced—if they voted in a particular way. The Wesleyans, however, were very free from this kind of improper influence, and that exerted by the Church clergy was also very different, they simply using their influence as private gentlemen. The witness was not aware of any cases in which intimidation was resorted to by the landlords, and had never heard of any instance in which a tenant had suffered for his vote. Nor was the ballot desired by the tenant-farmers, who were usually very independent, and proud of wearing their party colours, so that they would scarcely make a secret of the way they voted, and as a rule a candidate could tell pretty well after his canvass how the votes would be given.

THE GENERAL ELECTION.—The following statistics concerning the late general election, and the position of parties in England may be relied on. In the first place, the Redistribution Bill gave 26 seats to places where the return of a Liberal was almost a moral certainty—viz., 8 seats to Scotland, 13 to English boroughs, two each to East Surrey and South-west Essex, which are practically metropolitan constituencies, and one to the London University. The minority clause deprived the Conservatives of 3 seats in Bucks, Berks, and Oxon, without yielding any compensation, making the total 29, which, if 3 be deducted for the Conservative gain in the new boroughs, and 1 for Conservative gain in the disfranchisement of old ones, leaves 25 seats simply given to the Liberals, whereas their total gain on the whole election has not been above 20; and even this might have been reduced nearly one-half had the Conservatives started two men wherever one was ultimately returned by a great majority. By disfranchisement the Liberals lost 20 seats, and the Conservatives 19. There still remain 49 pocket boroughs, or, to speak more correctly, boroughs where there is a predominating interest on one side or the other. Of these the Conservatives hold 25 seats in 25 boroughs, the Liberals 31 seats in 24 boroughs. There are, of course, many boroughs where one seat is close and the other open, and the Liberal predominance arises from their possessing both seats in several boroughs. It may not be generally noticed that the Liberals in England possess what, in military language, may be termed a *quadrilateral*. It is composed of the following groups of boroughs with their counties, which they control. 1. Metropolis, 28 seats. 2. The Black Country, 11. 3. The West Riding, 19. 4. The country between the Tyne and the Tees, 20. Total of 78; of which the Conservatives hold only nine—viz., two in the Metropolitan district, none in the Black Country, four in the West Riding, and three in the Northern district. The inference may be left to the reader. The following is the result of the last four general elections:—1857—Lib., 400; Con., 254; Lib. Majority, 146. 1859—Lib., 364; Con., 290; Lib. majority, 74. 1865—Lib., 369; Con., 289. 1868—Lib., 386; Con. 273. The success about which the Liberals boasted so much in 1865 was due solely to their having regained, or rather recouped, by a long-planned assault on the counties, of which in England and Scotland they gained 16, the loss occasioned by the bye-elections during the Parliament of 1859-'65. The cause of the late Liberal gain has been already explained.—*Standard*.

BREAKFAST—EPPS'S COCOA—GRATEFUL AND COMFORTING.—The very agreeable character of this preparation has rendered it a general favourite. *The Civil Service Gazette* remarks:—"The singular success which Mr. Epps attained by his homeopathic preparation of cocoa has never been surpassed by any experimentalist. By a thorough knowledge of the natural laws which govern the operations of digestion and nutrition, and by a careful application of the fine properties of well-selected cocoa, Mr. Epps has provided our breakfast tables with a delicately flavoured beverage which may save us many heavy doctors' bills." Made simply with boiling water or milk. Sold by the Trade only in ½lb., and 1lb. tin-lined packets, labelled "JAMES EPPS and Co., Homoeopathic Chemists, London."

LEGISLATION AND JURISPRUDENCE.

HOUSE OF COMMONS.

JUVENILE OFFENDERS IN REFORMATORIES.

Dr. LUSH asked the Secretary of State for the Home Department whether, in the case of juvenile offenders sent under the Act 17 & 18 Vict. c. 86, to certified reformatory schools, care is taken to afford instruction in handicraft trades, or whether in any such certified reformatory schools employment is limited to field labour.—Mr. BRUCE replied that as a rule a certain number of the boys were taught handicrafts, and he was not aware that in any school the instruction was confined to field labour. Field labour, however, did occupy the chief attention, because it was felt that for many of the boys it would be an advantage that they should emigrate to the colonies, where, of course, field labour would be of the greatest service to them.

THE CLERGY AND PARLIAMENT.

Mr. DIXON asked the First Lord of the Treasury whether he was aware, when he gave it as his opinion that all persons who have received episcopal ordination are thereby disabled from sitting in Parliament, that it was thought necessary to prevent, by special enactment in the Roman Catholic Relief Act 1829, the Roman Catholic clergy from sitting in Parliament.—Mr. GLADSTONE.—I must beg leave to correct the answer I gave on a former occasion. My learned friends the Attorney and Solicitor General advise me that, according to their view, sustained, no doubt, by the existence of that clause in the Roman Catholic Relief Act, that the provision contained in the Act passed in the case of Horne Tooke would not be understood to exclude from Parliament clergymen other than those of the Established Church. If that be so, the state of the law is one of anomaly and confusion still greater than I had supposed, and certainly it ought to receive early attention. It is not easy to see the precise manner in which it ought to be dealt with, but it is not possible to make any attempt to alter the law in the Bill now passing.

THE IRISH CHURCH BILL.

The Irish Church Bill has been reprinted to show the amendments made in it in its passage through the House of Commons. It would have been very convenient if the amended passages and new clauses had been distinguished by a different type; but the usual course has been followed—a slovenly course it is—of leaving every reader to compare the amended Bill with the original Bill, and by that tedious process find out the changes made. The Bill appears to have been extremely well drawn; but the best of Bills is not perfect, and some few amendments have been introduced in order to express the meaning more clearly or more accurately; as, for instance, in clause 12, which transferred to the Commissioners of Church Temporalities all property belonging to any person holding a bishopric, preferment, &c., a clause now qualified by the introduction of the word “as” before “holding.” The names of these commissioners are, of course, now inserted—Lord Monk, Mr. Justice Lawson, Mr. G. A. Hamilton—and their salaries limited to 2000*l.* a year. Clause 10, prohibiting future appointments to preferments by any person or corporation, is explained by adding, “by virtue of any right of patronage or power of appointment now existing;” and clause 13 has the new proviso that every present archbishop, bishop, and dean shall during his life enjoy the same title and precedence as if this Bill had not passed.

Several amendments have been made in the clauses providing compensation for the staff of the Church. As regards persons holding preferment, their present net incomes are to be paid to them so long as they continue to discharge such duties as they were accustomed to discharge, or would if this Bill had not passed have been liable to discharge, or any other spiritual duties in Ireland which may be substituted for them, with their consent and the consent of the representative body of the church, or, if not discharging such duties, shall be disabled from doing so by age, sickness, or permanent infirmity, or by any cause other than their own wilful default. Their net income is ascertained by deduction of taxes (except income-tax and other legal outgoings, including salaries of permanent curates; but it is now added that the commissioners shall determine the cases in which a curate is to be deemed a permanent curate, having regard to length of service, needful duties, non-residence or incapacity of the incumbent, or his habitual employment of a curate, after hearing objections; and this deduction is to cease if the salary of the curate ceases. Permanent curates are to receive their incomes from the commissioners unless, owing to the curate's misconduct, without the incumbent's consent, he quits the curacy, or by ill-health or otherwise, becomes incapable of discharging the duties.

Curates not entitled to compensation as permanent curates may be paid a gratuity equal to 25*l.* for every year of service, the total not to be less than 200*l.* nor more than 600*l.* The compensation annuities to diocesan or district schoolmasters, clerks, and sextons, are to be payable to them so long as they continue to perform the duties of their office, personally or by sufficient deputy in the same school or church, or any duties of the same kind which shall be assigned to them by the representative body of the Church. Stipendiary choirmen are to have a year's salary by way of gratuity; and these persons, and organists, vergers, &c., are to have further compensation if deprived of income derived from any property or fund which passes to the commissioners under this Bill.

Passing on to the clauses relating to churches and ecclesiastical residences, we find the clause omitted which allowed the commissioners to contribute towards the maintenance of twelve churches deserving of being maintained as national monuments, but being of a size beyond the means of the congregation to keep in repair; and in regard to the churches in use, and to be handed over to the representative body, that body is not to be required to state its willingness to maintain them in good repair. Churches built at the private expense of any persons and not taken by the representative body, are to be vested in such person if living, or in his representatives if he died (not within twenty-five years) but since the year 1800. The clause relating to burial grounds connected with churches vested in the representative body has been altered, and the first part of it is made to apply only “where the church has a burial-ground annexed or adjacent thereto, but not separated therefrom by any public highway, or that has been granted by a private donor to or exclusively used by the parishioners attending the said church;” in such cases the burial ground is to be included with the church in the commissioners' vesting order, or, at the option of the representative body, be vested in the poor-law guardians as a burial board, subject to a right of way to the church, and in this case there is to be no funeral during the ordinary service time at the church, and the paths to the church and the gates and fences are to be kept in repair by the guardians. The representative body of the Church are to be allowed to purchase ecclesiastical residences where there is a building charge at ten (not twelve) years' purchase of the annual value is estimated by the general tenement valuation. The clause allowing the commissioners to vest a certain limited further portion of land in the representative body, along with an ecclesiastical residence, is extended by a proviso that if they are of opinion that an additional quantity of land should be granted for the convenient enjoyment of the residence, or, to avoid a severance, they are to vest such additional land in the representative body, the price to be settled by arbitration if necessary. The clause allowing the representative Church body to claim the transfer to them of private endowments given since 1660 provides that, if no such claim is made, the commissioners on application are to vest such endowment in the donor if alive, or his representative if he died (not within the last twenty-five years, but) since 1800; and where any person has at his own cost recovered by legal proceedings, for the benefit of the Church, property which will remain at the disposal of the commissioners, they may pay him such sum as they may think fair and just. On the sale of tithe rentcharge to the landowner for a price payable by instalments, the annual payments must not extend over more than fifty-two years, the annual sum to be calculated at 4*l.* 9*s.* per cent. on the purchase-money, less the average amount of poor-rates.

The *Regium Donum* clauses follow. Compensation is provided for the ministers of the nonconforming congregation now fulfilling the conditions necessary for eventually obtaining a share in the grant. The clause providing compensation annuities for the Belfast theological professors is omitted, and their case is included in the Maynooth clause, which gives a capital sum of 14 times the annual payment withdrawn by this Bill. So also are some compensations payable to widows' funds. The Maynooth compensation is to be calculated on the sum paid in the financial year 1863-69; the other compensations in this clause are on “the annual sums.” The compensation clause relating to vicars-general, registrars, &c., is extended to auditors, deputy registrars (at the expense of the registrar), and clerks of five years' standing in the registries; and there is or may be a special compensation to the Chancellor and Prebendaries of Christ Church, Dublin, for loss of right of succession to certain benefices. A clause provides that all commutation moneys paid under this Bill in lieu of annuities shall be calculated at the rate of 3*l.* per cent. per annum. Where the commissioners sell land, and leave part of the purchase money on mortgage at 4 per cent., the payments are not to extend beyond 64 half-yearly instalments. Where they sell through the Landed Estates Court, rights

of pre-emption declared in this Bill are to be, as far as possible, preserved in the court. New clauses give the commissioners power to raise money for carrying into effect the provisions of this Bill, and the Treasury may lend, or may guarantee repayment of a loan.

A new clause, sect. 64, provides that all plate, furniture, and movable chattels of a church, or used in connection with Divine service therein, are to vest in the representative Church body, and movable chattels held by an ecclesiastical person in his corporate right, subject to his life enjoyment of them; and where property is vested in an ecclesiastical corporation in trust for the poor or any other charitable purpose, the dissolution of the corporation is not to affect the continuance of the trust, but the property is to vest in the representative body of the Church, subject to the trusts; and where ecclesiastical persons are entitled *virtute officii* to be members of lay corporations for the management of any private endowment, or are trustees for the management of property belonging to institutions of private endowment for purposes not ecclesiastical, persons hereafter discharging analogous duties are to succeed in the place of these ecclesiastical persons. The clause containing provisions for appointments to be now made before 1871, has a proviso added to it, that if the owner of any archbishopric, &c., be appointed to fill a vacancy in any other, he shall, notwithstanding such appointment, retain all such life interest, rights, and privileges to which he would have been entitled if he had not accepted such appointment. These are all the material alterations made in the Bill. It extends now to seventy-one clauses.

ABOLITION OF IMPRISONMENT FOR DEBT.

This Bill of the Attorney-General has been amended and reprinted. The most material alteration is the extension to all debtors of some provisions which in the original Bill applied only in County Court committals. This is effected by the introduction of a new clause enacting that “any person” shall be deemed guilty of a misdemeanor, punishable with imprisonment for a term not exceeding a year, with or without hard labour, if he has obtained credit under false pretences, or by means of fraud or breach of trust; or if he has wilfully contracted a debt or liability without a reasonable expectation of being able to pay; or if he has, with intent to defraud his creditors, or any of them, made a transfer of, or charge on, his property; or if he has, with intent to defraud his creditors, concealed or removed any part of his property since or within two months before the date of any unsatisfied judgment or order for payment of money obtained against him. The original Bill had a clause providing that on the prosecution for an offence under this Act, the accused should be entitled, if he should think fit, to be sworn and give evidence as a witness. This clause is now struck out.

EXPIRING LAWS.—The annual register of temporary laws has been laid before Parliament. There are in it some Acts which are always renewed from year to year—The Mutiny Acts, the Militia Ballot Suspension Act, the Militia Pay Act, and the Act for exempting Stock in Trade from Poor Rates. There are two Acts which will expire in August next unless renewed—the Irish Salmon Fishery Act 1863, so far as relates to the office of special commissioners, and the Act for preventing frauds and abuses in the linen, hempen, and certain other manufactures in Ireland. The time limited by the Act of last session for making application to the Board of Trade for an extension of time for completing railways is just expiring. There are a number of Acts which will expire at the end of next session unless renewed: the Act of 1866, relating to evidence receivable under extradition treaties; the Corrupt Practices Prevention Act of 1854; the Act of 1867 for amending the statute law as between master and servant; the Act of 1865 for regulating the use of locomotives on common roads; the Acts of 1863 and 1864 removing restrictions on the negotiation of bills and notes for sums below 5*l.*; the Episcopal and Capitular Estates Management Act of 1851; the Ecclesiastical Jurisdiction Act of 1847, so far as relates to provisions continued by the Act of 1858; the Act of last Session annexing conditions for the present to appointments to office in endowed schools; the Act for allowing duty-free malt to be used for food of animals; the Act allowing the malt duty to be charged by weight; the Act of 1866 relating to the expenses of witnesses to prosecutions before magistrates; the Act of 1841 for a survey of Great Britain; several Acts relating to Ireland—the Peace Preservation Act of 1856, the Unlawful Oaths Act, the County Cess Collection Act of 1845, the Private Lunatic Asylums Act of 1842, the Landed Property Improvement Act, and the Poor Law Act, so far as relates to the powers of commissioners. So far as relates to the appointment of commissioners the Salmon Fishery Acts of England and of Scotland will expire at the end of next session. This

List of expiring laws will probably constitute the schedule of an Expiring Laws Continuance Act. There are some other temporary Acts not expiring until a later period; the Metropolitan Coal Tax Act not until 1882. Three Acts have this year disappeared from the list of temporary laws—the Habeas Corpus Suspension Act (Ireland) has been allowed to expire; the Alkali Works Regulation Act has been made perpetual; the Annual Indemnity Act has been rendered unnecessary by the passing of the Promissory Oaths Act of last Session.

ESTATES AND INVESTMENT JOURNAL.

STOCK AND SHARE MARKET.

THE money market continues to be much depressed by the advance in the rate of discount and doubts and fears arising out of the suspicious state of things in America.

The following are the fluctuations of the week:

ENGLISH FUNDS.	Fri.	Sat.	Mon.	Tues.	Wed.	Thu.
Bank of England Stock	244	242½	...	244	244	...
3½ Cent. Red. Ann. ...	91	91½	...	91½	91½	91½
3½ Cent. Cons. Ann. ...	92½	92½	...	92½	92½	92½
New 2½ Cent. Ann. ...	...	...	...	...	...	...
Do. do. Jan. 1894. ...	...	...	...	75½	75½	...
New 3½ Cent. Ann. ...	91½	91½	...	91	91½	91½
3½ Cent. Annuities ...	...	...	...	...	...	...
5½ Cents. ½ Jan. 1873	104½	...	...	...	...	...
Ann. 30 years exp. ...	...	...	...	...	...	...
April 5, 1885 ...	...	114½	...	...	...	...
Do. exp. Jan. 5, 1889 ...	...	...	...	...	...	...
Do. exp. July 1889 ...	114½	114½	...	...	...	...
Est. Sea Tele. Ann. 1908	...	...	...	...	...	...
Omaha, for Acc. ...	...	92½	...	92½	92½	93½
India 5½ Cent. for Acc. ...	...	...	...	...	...	...
Do. 17½ Cents. July 1889	...	...	...	114½	114½	114½
India Stock, July 1889	...	...	...	...	...	...
India Stock, 1874 ...	...	...	...	...	212	...
India 5½ Cent. ...	...	...	...	...	...	...
India 4½ Cent. 1888 ...	100½	100½	...	100½	...	100½
India 5½ Cent. 1870 ...	...	...	...	...	...	...
India Bonds (1000L.) ...	...	c	...	5s. b	c	...
Do. (under 1000L.) ...	...	c	...	...	...	...
Ex. Bills, 1000L. ...	a	...	...	2s. b	8s. b	...
Do. 500L. ...	a	10s. b	...	8s. b	...	...
Do. 100L. and 200L.	...	...	...	...	...	...
3½ c. ...	a	10s. b	...	8s. b	...	...

a 2 and 2½ per cent. par.

b Discount.

c Par.

PUBLIC COMPANIES.

RAILWAY COMPANIES.

Antwerp and Rotterdam.—Dividend for 1868 fixed at 15s.

Buenos Ayres—Great Southern.—A half-year's dividend at the rate of 7 per cent. per annum.

BANKS.

English of Rio de Janeiro.—A dividend of 8 per cent. for the year.

London, Bombay, and Mediterranean Bank (Limited).—The official liquidators have announced a first dividend of 2s. 6d. in the pound to the creditors.

National Provincial of England.—A bonus of 7 per cent. in July next, making a total distribution for the year of 21 per cent. upon the paid-up capital.

MISCELLANEOUS COMPANIES.

Clarence Hotel of Dover (Limited).—Mr. F. B. Smart appointed official liquidator.

Clerks' Supply Association (Limited).—Mr. F. B. Batten is provisional official liquidator.

Indo-European Telegraph.—Call 5s. per share, payable on the 14th June.

Iron Ship Coasting (Limited).—Creditors' claims must be forwarded forthwith to Mr. Addis, the official liquidator. The 4th June is appointed for settling the list of contributories.

Leibig's Extract of Meat.—A dividend of 6 per cent. and a bonus of 5s. 6d. per share have been declared.

MINING COMPANIES.

Oporto Mining (Limited).—A call of 2L. per share upon the contributories is to be made on the 2nd June.

REPORTS OF SALES.

(Note.—The reports of the Estate Exchange are officially supplied in the following list. Auctioneers whose names are registered there will oblige by reports of their own sales.)

Friday, May 14.

Messrs. NORTON, TRIST, WATNEY, and Co., at the Mart.
Freehold public-house, known as the "Cock and Woolpack," situate in Finch-lane, Cornhill—sold for 6000L.
Leasehold residence, No. 31, Westmoreland-place, Bayswater, let at 75L. per annum, term 78 years, unexpired, at 10L. 10s. per annum—sold for 700L.
Leasehold residence, No. 1, Westmoreland-place, term and ground rent similar to above—sold 700L.
Leasehold residence, No. 1, Loudoun-villas, Devonport-road, Ramsgate, let at 40L. per annum, term 85 years unexpired, at 10L. per annum—sold 300L.

Leasehold residence, No. 3, Loudoun-villas aforesaid, let at 45L. per annum, term and ground rent similar to above—sold 350L.

Tuesday, May 18.

By Messrs. DRIVER, at the Mart.

Freehold, 8a. 3r. 12p. of land, situate between Farnham and Haslemere, Surrey—sold for 100L.
Freehold, 28a. 0r. 20p. of land, situate as above—sold for 405L.
Freehold, 38a. 3r. 2p. of land, in the tithings of Frensham and Dogflood, Surrey—sold for 865L.
Freehold, 41a. 0r. 10p. of land, situate as above—sold for 710L.
Freehold, 61a. 2r. 15p. of land in the tithings of Titford, Surrey—sold for 770L.
Freehold, 157a. 1r. 20p. of land, situate at Frensham, Surrey—sold for 1650L.

By Messrs. DEBENHAM, TEWSON, and FARMER.

Freehold residence, with stabling, garden, and grounds, of about 3a. 2r. 2p., known as Castle-house, the Forest, near Snarresbrook, Essex—sold for 4150L.
Leasehold residence, No. 45, Oxford-terrace, Fentiman-road, Lambeth, let at 48L. per annum; term 76½ years from 1861, at 7L. 10s. per annum—sold for 400L.

Wednesday, May 19.

By Messrs. WILKINSON and HORNE, at the Mart.

Freehold, four cottages, situate in Waggon and Horses-lane, Lower Tottenham, producing 27L. 6s. per annum—sold for 200L.

SOLICITORS' JOURNAL.

NOTES OF NEW DECISION.

MEASURE OF DAMAGES—ASSIGNMENT OF GOODWILL.—The defendants assigned to the plaintiff a business they carried on in partnership on certain premises. In the deed of assignment they covenanted not to carry on the business within a certain area, nor to do any act, matter, or thing, whereby or by reason whereof the plaintiff, his executors, administrators, or assigns, or any other person or persons, claiming or to claim under him or them, should or might be injured or damaged in the trade or business. Subsequently the plaintiff assigned to A. and B. "the business in its entirety and the goodwill thereof as carried on by plaintiff upon the aforesaid premises," and engaged that he would not, after the transfer of the said business, carry on a similar business within a certain area. There was not, however, any express assignment of the benefit of the defendant's covenant to A. and B., but the memorandum containing the terms of the assignment stipulated that all proper dues and documents should be prepared and signed by the necessary parties. After the assignment to A. and B. the defendants committed a breach of their covenant with the plaintiff by carrying on business within the specified area: Held, per Martin and Cleasby, BB. (*dissentiente Kelly, C. B.*), that the plaintiff was entitled to recover substantial, and not merely nominal damages, as a trustee for A. and B., his assignees: (*Wright v. Chappell*, 20 L. T. Rep. N. S. 369. C. P.)

PRACTICE—INTERPLEADER—AFFIDAVIT OF NO COLLUSION.—The well-established practice is that, where a plaintiff in a suit of interpleader makes an affidavit that there is no collusion between himself and any of the defendants, no evidence in contradiction can be adduced until the hearing of the cause; and this immunity from contradiction was held not to be lost to the plaintiff, by the fact that he did not make the usual *ex parte* application for an injunction to restrain proceedings at law, and for liberty to pay the amount due into court, but applied upon notice of motion, which he supported by one affidavit in general echo of his bill, and another affidavit showing that he had received notices from the defendants, requiring him not to pay the debt to the other of them; but as he had adopted an unusual course, he was required to give an undertaking as to damages, as the price of the injunction: (*Manby v. Robinson*, 20 L. T. Rep. N. S. 385. L. JJ.)

FEMALE WARD—MARRIAGE AFTER TWENTY-ONE—SETTLEMENT—FUND BELOW 200L.—SEPARATE EXAMINATION.—A lady was entitled to a fund in court for her life, and during her infancy an allowance was made for her support, and the surplus of the income was accumulated. She attained twenty-one, and then married: Held (reversing the decision of the Master of the Rolls), that the accumulation ought to be paid to her, and not settled, but that, although the amount was below 200L., she must attend and be examined by the court before payment: (*White v. Harrick*, 20 L. T. Rep. N. S. 386. L. JJ.)

PRACTICE—PRODUCTION OF DOCUMENTS.—The defendants applied for an order upon the plaintiff that he should make the usual affidavit of documents. They (the defendants) were in contempt for not obeying an order of the court for production of a similar affidavit, not for nonpayment of costs: Held, that they were entitled to apply for such order, although in contempt; but that the affidavit of the plaintiffs should not be re-

quired to be filed until after the similar affidavit ordered to be made by the defendants: (*Haldane v. Eckford*, 20 L. T. Rep. N. S. 389. V. C. J.)

PRACTICE—COSTS OF MOTION—TAXATION—40 CONS. ORD.—RULES 32, 36, GENERAL ORDER, 17TH APRIL, 1867.—A mortgagor filed a bill to redeem, and alleged that he had paid off part of the debt, and prayed an injunction against proceedings at law. The injunction was granted until answer, on his paying a sum of money into court. The defendant, by his answer, denied that the part payment had been made to any person authorised to receive the money, and on his motion the injunction was dissolved. The money paid in by the plaintiff was taken out of court by the defendant, and when the accounts were taken, it was found that the defendant had been overpaid. On further consideration, it was ordered (*inter alia*) that the costs of the suit up to the time when the money in court was paid out to the defendant should be paid by the plaintiff; that, from that date to the decree, there should be no costs to either party, and that the subsequent costs should be paid by the defendant. The taxing-master included in the costs to be paid by the plaintiff those of the two motions to obtain and dissolve the injunction, and the Lords Justices (affirming the decision of James, V. C.), decided that they were rightly included, as they were costs incurred at a time when the plaintiff was in the wrong. *Semble*, that an application to vary the taxing-master's certificate should be made by summons in chambers, and not by motion in court: (*Webster v. Manby*, 20 L. T. Rep. N. S. 387. L. JJ.)

JUDGES' CHAMBERS.

Wednesday, May 19.

A NOVEL POINT.

An application was made to-day on a garnishee application of a novel character to Master Kay, at the Common Pleas, on the part of Messrs. Cox and Greenwood, army agents. An officer retired from the army, and the regulation price was paid to Messrs. Cox, and a judgment-creditor obtained a garnishee order on the money. The order was not known at Cox's until the following morning, and the question was whether it was binding. *Pike*, for the judgment-creditor, said Mr. Justice M. Smith signed the order after six o'clock, and it was served on the porter.

On the part of Messrs. Cox and Greenwood, it was stated that the *London Gazette*, in which notice appeared that the officer had retired, was not published until six o'clock, and then the office of Messrs. Cox was closed. It was not known until now that the order was obtained after the closing of the office. The point was quite new, and, as many cases occurred, should be considered before it was decided.

The MASTER gave until Saturday for the novel point to be considered.

IMPRISONMENT FOR DEBT.

The following are some observations of the Incorporated Law Society of Liverpool upon the Imprisonment for Debt Bill.

The society, before entering upon the consideration of the Bill itself for the Abolition of Imprisonment for Debt, desire to express the following conclusions with respect to the principle on which the Bill is founded:

- (1.) That the laws of debtor and creditor, including the distribution of the estates of deceased insolvents, ought to be considered as a whole and not dealt with piece-meal by separate Bills.
- (2.) That the law of debtor and creditor ought, in the first instance, to be carefully considered under a Royal Commission, and the requisite amendments thought out by competent and well-known persons, who would be responsible to the public for their opinions.
- (3.) That all such Bills, and all the Orders of Court to be made in pursuance of the same, ought to be laid before the public for a sufficient length of time to ensure their receiving ample consideration from the Profession and the public before being brought into Parliament.

But assuming that the law is to be dealt with in the mode proposed by the Bills now before the House of Commons, and that it is determined, as a foregone conclusion, that imprisonment for debt is to be abolished, the committee are of opinion as follows:

- (a) That no exceptions from the complete abolition of imprisonment for debt, such as are proposed in sects. 5 and 6, ought to be made, save in respect of fines and penalties inflicted either in criminal cases or for contempt of court; the exceptions set out in the Bill being open to the objection of being

contradictory to the principle propounded by the Bill without sufficiently substantial reasons.

- (b) That the present power of arresting on *capias* or under the Absconding Debtors' Act should not be limited as is proposed in sect. 7.

The sixteen penal clauses included under sect. 10 of the Bill properly belong to the Bankruptcy Bill, and cannot satisfactorily be dealt with apart from that Bill.

These clauses, whilst following tolerably closely the language of the existing law, introduce some changes of grave importance.

Modern legislation has introduced a new class of crimes relating to the conduct of mercantile men, trustees, and others. The necessity for such legislation is supposed to be proved by the prevalence of mercantile frauds. But in legislating for the cure of prevalent evils, great care ought to be taken lest greater evils be produced.

The ordinary class of offences which are punishable as crimes, usually involve no nice questions as to the intention of the perpetrator, though as a matter of law the question of intent always enters into the proof of the crime; for example, killing a man may, according to the intent, be murder, or it may be reduced to manslaughter, or even to justifiable homicide.

In the case of the majority of crimes against property, such as highway robbery, burglary, &c., the criminal intent is generally so clearly to be gathered from the evidence that the question of intent is seldom raised in practice, but it is none the less true that the criminal intent is always an essential element in the legal offence.

A more complicated state of society has induced the Legislature to create by statute a class of offences against property not known to the common law. For example—"Embezzlement."

"Embezzlement" is not, however, defined by statute; but by judicial decisions which show that the guilty intent to appropriate the property of another is an essential element in the offence.

The crime of embezzlement has been gradually extended under the same or other names, so as to embrace embezzlements or frauds by trustees and others, not included in the earlier enactments. In all such offences, however, the guilty intent is still, by express enactment or by intendment of the law, a necessary condition.

The complicated relations of modern society, however, require that there should be certain offences which may be called artificial offences or *mala prohibita*, such, for example, as taking out dogs unmuzzled, leaving goods on dock quays beyond a specified time, and other offences against bye-laws, yet all such offences are punishable only by pecuniary fine, and are broadly distinguished by the law from offences which are *mala in se*.

The existing bankruptcy law, whilst creating a number of special offences, still follows in the old track, for sect. 221 of the Bankruptcy Act 1861, whilst defining eleven offences which it makes misdemeanors, commences thus—"any bankrupt who shall do any of the acts or things following, with intent to defraud or defeat the rights of his creditors, shall be guilty of a misdemeanor, &c."

The Bill now before the House of Commons proposes to make an entire change in this principle, and to create misdemeanors punishable by two years' imprisonment with hard labour, in proof of which it will not be necessary to show guilty intent.

The same alteration of the principle of the law, it must be observed, is to be found in several other of the recent bankruptcy Bills which have not become law. It is, however, a matter of very serious consideration whether such an alteration of the principles of the English criminal law is desirable.

At present the English criminal law involves the following principles—*first*, That every man is presumed to be innocent until he can be proved to be guilty; *secondly*, That no man can be required to criminate himself.

If the Bill now under consideration pass into law both these principles will be violated; and we think that so important an exception to the policy of our criminal law ought not to be adopted without a full reconsideration of the whole law of evidence in criminal cases.

A few examples of this remark will suffice.

The first, second, and third offences under the 10th section of the Bill are almost word for word the same offences as are included under the 2nd clause of sect. 221 of the Act of 1861, with the important exception that the present Bill omits the words which, in the preliminary part of the section of the Act of 1861 make the intent to defraud or defeat the rights of his creditors an essential element of proof in all the offences under that section.

It is no doubt true that the proof of intent is sometimes difficult, and that guilty persons get off owing to that difficulty, and that the judges of the land insist upon submitting to the jury the question of intent, and that such rigid administration

of justice is at times thought to be over nice. But surely Parliament ought to pause and consider carefully the consequences before they overrule by legislation a principle so deeply seated in the very nature of our laws, that all judges sitting in criminal courts have from time immemorial acted upon it.

We know the evils of our present criminal law, that criminals occasionally escape, and that there are many offences against the moral law, such as adultery, seduction, deceit, and the like, which are not punishable as crimes—but do we sufficiently appreciate the benefits of the same system? Ought we not to remember that the administration of criminal justice in this country is absolutely pure and above reproach, and that putting aside some morbid sentimentalism peculiar to a very limited number of individuals, there is absolutely no sympathy with convicted criminals? Are not these blessings worth preserving to us at some very considerable sacrifice, and ought we not to consider that the dicta of a long line of eminent judges interpreting the criminal law of the land, should have some moral weight, as showing what ought to be, as well as what is the law? It is a saying, that the law rests in the breasts of the judges, and knowing as we do the character of the trained and impartial intellects that are brought to bear on our laws, and whose decisions on totally new points sometimes strike the heart and the conscience of the nation with an instant conviction of the correctness of the principles laid down, ought we to depart, without mature consideration, from a principle which pervades all judicial decisions on points of criminal law from the commencement of our national history to the present time.

An examination of the new offences created by the Bill in question does not tend to diminish the difficulty which might be felt in making so important a change.

The first three offences which may subject a bankrupt to two years' imprisonment with hard labour are—

"If he does not, to the best of his knowledge and belief, fully and truly discover to the trustee or other person administering his estate for the benefit of his creditors all his property, real and personal, and how, and to whom, and for what consideration, and when he disposed of any part thereof, except such part as has been disposed of in the ordinary way of his trade (if any), or laid out in the ordinary expenses of his family:

"If he does not deliver up to such trustee or person, or as he directs, all such part of his real and personal property as is in his custody or under his control, and which he is required by law to deliver up:

"If he does not deliver up to such trustee or person, or as he directs, all books, documents, papers, and writings in his custody or under his control relating to his property or affairs."

Let it be imagined that a bankrupt had, by accident or otherwise, without any fraudulent intention whatever, omitted to deliver up some trifling memorandum book, the whole of the information contained in which was also comprised in other books which he had duly delivered up, he would clearly be guilty of a misdemeanor under clause 3, and if indicted must necessarily be found guilty. That he would be sentenced to a merely nominal punishment we all believe; but in so believing we rely upon the good sense and high principle of the judges for remedying the defects of our legislation. And the lightness of the punishment would only be an alleviation of, not a cure for the evil; the stain of the conviction would remain, though unaccompanied by the smallest amount of moral guilt.

It is of no avail to say that persons innocent of moral guilt would not be prosecuted. Practitioners know that that is not so, and that innocent persons are, even under the present state of the law, prosecuted, or threatened to be prosecuted, from altogether corrupt motives, and with a view of gaining some object totally unconnected with the ostensible ground of the prosecution.

If such enactments as these were to become the law, it cannot be but that the public sense of justice would be violated, and that the reverence for the law of the land, as never inflicting any punishment not sanctioned by the moral law, would be gone.

The next clause of the Bill, however, introduces a still greater novelty in criminal jurisprudence. Clause 4 is as follows:—

"If after the commencement of the bankruptcy or liquidation, or within four months next before such commencement, he conceals any part of his property, to the value of ten pounds or upwards, or conceals any debt due to or from him, unless he proves that he did not do so with intent to defraud."

That is, whilst the technical proof of the offence, which by the very language of the section itself may co-exist with the absence of any inten-

tion to defraud, is sufficient of itself, if uncontradicted, to procure a conviction, it is left open to the prisoner to clear himself by the proof "that he did not do so with intent to defraud." The 6th, 8th, 9th, 10th, 14th, and 15th offences under the same section, and the offences created by section 11, are similarly qualified.

The full effect of these clauses can only be arrived at by considering them in connection with sect. 17, which permits the accused, if he think fit, to be sworn and give evidence as a witness.

At present no person charged with a criminal offence is permitted to give evidence in his own favour, so that his silence is not looked upon as an admission of guilt; but being presumed to be innocent till proved to be guilty, his guilt requires to be strictly proved. If an accused person is allowed to give evidence in his own favour, it is clear that if he does not avail himself of the option it will be assumed that his silence can only be accounted for on the assumption that the case against him is unanswerable. Therefore, wherever the examination of a prisoner is permitted, it would be just as correct to say that it is required; and if a prisoner is examined on his own behalf, he must of course be open to be cross-examined on behalf of the prosecution, and as everything he may say will of necessity be evidence against himself, the skill of the counsel for the prosecution will, in practice, be pitted against the prisoner with the object of inducing him to convict himself.

It is obvious, therefore, that these enactments would, if passed into law, inaugurate an entire change in both the practice and the principles of the criminal law, and must ultimately end in something very nearly approaching the French system.

It may be desirable, and it has often been contended that it is desirable, that a prisoner at the bar should be allowed to give evidence in his own favour, inasmuch as he only can properly explain the motives of his own acts. It is out of place here to argue whether this is so or not, but it is indisputable that the change, if made at all, is one of most vital importance to the administration of justice, and that it is just as applicable to all other offences as to offences under the bankruptcy laws. Therefore it necessarily follows that it is totally inadmissible to slip in such a provision, by a sort of sideward, in a Bill for the abolition of imprisonment for debt.

By way of doing impartial justice, however, the Bill metes out the same measure to creditors as to debtors; for sect. 12 subjects a creditor, who wilfully makes any false claim, or any proof, declaration or statement of account which is untrue in any material particular, to imprisonment for one year with or without hard labour.

It is difficult to say what the word "wilfully" in this section may mean. It is obvious that the misstatement is not criminal, if not made with intent to defraud. But wilfully may mean only knowingly, that is to say, that the error was not a mere mistake; if it is to mean more than that, it must mean with wilful intention to do wrong, that is, to defraud, and if that be the meaning, why not say so in words to which we are accustomed, and of which we know the legal effect?

The society purposely abstain from entering upon any criticism of the details of the Bill beyond what bears upon the general propositions with which they commenced. What they seek to show is, not how the Bill can be amended, but that it ought not to be allowed to pass at all, until the subject, or rather the subjects, with which it deals (since, as has been shown, it not only affects the law of debtor and creditor, but also makes a most vital alteration in the criminal law) have been much more carefully considered than it is evident they have been.

JOHN YATES, President.

Liverpool, 15th April 1869.

HEIRS-AT-LAW AND NEXT OF KIN.

BRAMPTON (Susan Anna), Mount Pleasant, Claines, Worcester. Heir-at-law to come in by June 8. June 22; V.C.S., at twelve.

CURRY (Susannah), Wimbledon, Surrey. Heir-at-law to come in by June 16. June 26; V.C.M., at one.

CREDITORS UNDER ESTATES IN CHANCERY.

LAST DAY OF PROOF.

BILLAMORE (Catherine), 10, Oxford-parade, Cheltenham. May 31; T. Loughborough, solicitor, 23, Austinfriars. June 10; V.C.S., at twelve.

BRIDGE (Alfred C.), Middle Temple, London. May 28; Paterson, Snow, and Co., solicitors, 40, Chancery-lane. June 11; V.C.S., at twelve.

COLLINS (Robert), 3, Barton-street, Westminster. May 31; E. S. Stephenson, 7, Great Queen-street, St. James's-park. June 14; V.C.J., at one.

MAYNE (Chas. A.), Manor-house, Great Stanmore. June 12; H. Webb, solicitor, 11, Argyll-street, Regent-street. June 26; V.C.S., at twelve.

CREDITORS UNDER 22 & 23 VICT. c. 35.

Last day of Claim, and to whom Particulars to be sent.

ADAMS (Richard B.), Weston-super-Mare. June 24; Chanter and Finch, solicitors, Barnstaple, Devon.

ARROYAVE (Anselmo De), 43, Princes-gate, Hyde-park. Aug. 31; M. and F. Davidson, solicitors, 35, Spring-gardens.

BAGNALL (Chas. A.), Charnwood, Streatham, Surrey. June 1; J. M. Maddox, solicitor, 61, Cornhill.

BALL (Miss Eliza), 54, Portdown-road, Maida-vale, Middlesex. June 20; Burgoyne, Milnes, and Co., 160, Oxford-street.

BIXON (Alfred), Merlewood, near Lindale-in-Cartmel, Lancaster, and of Manchester. July 1; Aston, Son, and Roberts, solicitors, St. James's-chambers, South King-street, Manchester.

BUTLER (Thos.), 21, Sudeley-street, Islington. June 30; Taylor and Jacquet, solicitors, 15, South-street, Finsbury-square.

COTSWORTH (Rev. H.), Tempsford, Bedford. July 1; Upton, Johnson, and Co., solicitors, 20, Austinfriars.

CRICK (Henry), Ravenswood, Heaton, near Bolton, Lancashire. July 1; J. Gerrard, solicitor, 15, Acresfield, Bolton.

DASHWOOD (Rev. G.), Stow Bardolph, Norfolk. June 24; J. J. Nunn, solicitor, Downham Market.

EARL (John T.), Denmark-villas, Sunnyside-road, South Norwood. June 18; J. Rae, solicitor, 9, Mincing-lane.

GOODMAN (Wm. R.), 18, King's-square, Goswell-road. June 21; Ingle, Goody, and Co., solicitors, 20, Threadneedle-street, E.C.

HARRISON (Thos.), Ware, Hertford. June 30; Spence and Hawks, solicitors, Hertford.

LAMLEY (Samuel), Maidenhead. July 31; C. Brown, solicitor, Maidenhead, Berks.

MARTIN (John T.), 440, Old Kent-road. June 30; S. Shaw, solicitor, 21, Upper Park-street, Greenwich.

PHILLIPS (Wm.), Chipping Norton, Oxfordshire. June 24; Messrs. Rawlinson, solicitors, Chipping Norton.

PRICE (Francis), 75, Great George-street, Bermondsey. June 21; Glynes and Son, solicitors, 4, Crescent, America-square.

REYNOLDS (Wm.), Leicester. Aug. 3; J. E. Dalton, solicitor, Leicester.

REYNOLDS (John), Sleaford, Lincoln. July 1; T. Browett, solicitor, 25, Bayley-lane, Coventry.

TAYLOR (Thos.), 4, Park-terrace, Mace-hill, Greenwich. June 30; J. Berry, solicitor, 16, Walbrook, E.C.

THOMPSON (Fredk. F.), Archway-tavern, Highgate-hill. June 30; G. Crafter, solicitor, 81, Blackfriars-road.

WATERS (Thomas M.), 10, Trinity-square, Tower-hill. July 1; J. and R. Gole, solicitors, 40, Lime-street, City, E.C.

WATSON (Ralph), Carperly, Aysgarth, York. June 15; G. and G. Winn, solicitors, Askrigg, Yorks.

WAY (Samuel), Rugby, Warwick. June 30; Tucker, New, and Co., solicitors, 4, King-street, Cheapside.

YOUNG (Thos.), Walton-upon-Thames. Sept. 29; Grazebrook, Pain, and Co., solicitors, Chertsey, Surrey.

UNCLAIMED STOCK AND DIVIDEND IN THE BANK OF ENGLAND.

[Transferred to the Commissioners for the Reduction of the National Debt, and which will be paid to the persons respectively whose names are prefixed to each, in three months, unless other claimants sooner appear.]

BROCKE (Frances), East Bridgford, Old Hall, Bingham, Notts, widow. Dividend on 1400l. 3l. 6s. per Cent. Annulise. Claimant, G. Freeth.

THE LAW COURTS SITE.—The present plan of the Government offers no single excuse for the change of site; even the arguments that were used to support Sir Charles Trevelyan's original site disappear. If a smaller building than was at one time thought necessary will suffice, it can as well be placed on the Strand (or mis-called Carey-street) site, already in our possession, as next the Embankment, and with infinitely better effect with reference to the adornment of London than if it be buried behind the houses on the south side of the Strand. The land already bought offers a noble position for a noble building; and its superiority with reference to the greatest convenience to the greatest number is so universally admitted as to require no argument.—*Builder.*

THE NEW COURTS OF JUSTICE.—A return has been published which shows that in four years, 1865-6 to 1868-9, the sum of 886,000l. has been issued out of the Exchequer on account of advances for expenses of the site, &c., for the new courts of justice, viz., in the first-named year, 40,000l.; in the second, 438,000l.; in the third, 317,000l.; and last year, 91,000l. During the same period amounts of 40,000l., 363,000l., 375,000l., and 105,000l. have been repaid to the Exchequer out of the surplus interest fund of suitors of the Court of Chancery, making a total of 883,000l. Up to the 20th April 1869, the purchase of site has cost 820,641l. 2s. 3d.; expenses of the commission, 30,661l. 6s. 9d.; surveyor's expenses, 12,762l. 12s. 6d.; legal expenses, 30,679l. 14s. 2d.; architects' charges, 9651l.; incidentals, 8222l. 3s. 9d.; making a total of 885,368l. 19s. 5d. In addition to this sum 2830l. 17s. was paid from the vote for public buildings for preliminary expenses.

THE BENCH AND THE BAR.

There is no foundation for the report that Mr. Gibbs has been nominated to succeed Mr. Maine as legislative member of the Indian Council. Mr. Gibbs has, we believe, been called to the bar, but has enjoyed little or no practice. In case Mr. Maine should decline to continue another year, Mr. Fitzjames Stephen, Mr. Denman, and Mr. Bruce Norton are mentioned as likely candidates for the office.

Some rather curious statistics have been collected, remarks the *Athenæum*, in reference to the composition of the House of Commons. It is said to contain 338 university graduates, among whom are 151 of Oxford and 122 of Cambridge. There are 287 members who were educated at public schools, 131 at Eton, 68 at Harrow, 29 at Rugby, and the remainder in smaller numbers at others. Of the nobility there are 3 Irish peers and 106 sons of peers. The barristers number 120, the members in the army 98, those in the navy 13. Commerce is represented by 15 bankers and 136 engaged in other kinds of business. There are 10 fathers who have sons sitting with them in the House, 24 pairs of brothers, and 3 brothers of one family.

MAGISTRATE AND PARISH LAWYER.

NOTES OF NEW DECISIONS.

MARKETS AND FAIRS ACT—MEANING OF TERM DWELLING-HOUSE OR SHOP.—Sect. 13 of the Market and Fairs Act 1847 enacts that "after the market-place re-opened for public uses, every person other than a licensed hawk who shall sell or expose for sale in any place within the prescribed limits, except in his own dwelling-house or shop, any articles in respect of which tolls are by the Special Act authorised to be taken in the market, shall, for every such offence, be liable to a penalty not exceeding 40s." B. was held not to be subject to this penalty for having exposed goods for sale under a wooden shed affixed to his house or shop, and supported on wooden posts, which had been erected for eighteen years, and previous to its erection stone flags had been built into and formed part of the house, beyond which they projected three feet, and which still remained beneath, and assisted to support the shed: (*Ashworth v. Heyworth*, 20 L. T. Rep. N. S. 439. Q. B.)

BIGAMY—BURDEN OF PROOF.—On an indictment for bigamy, it is for the prosecution to prove that the husband or wife, as the case might be, was living at the time of the second marriage. The existence of the party at an antecedent period may or may not afford a reasonable inference that he or she was living at the time of such second marriage; but it is purely a question of fact for the jury: (*Reg. v. Lumley*, 20 L. T. Rep. N. S. 454. C. Cas. R.)

SOUTHWARK POLICE COURT.

(Before Mr. PARTRIDGE.)

Refreshment to prostitutes.

Prostitutes are entitled to refreshment at a public-house, but must not be allowed to remain or be harboured by the publican.

Mr. Thos. Smith, the proprietor of the Shipwrights' Arms Tavern and Wine Vaults, Bermondsey-street, was summoned before Mr. Partridge, by order of the Commissioner of Police, charged with harbouring prostitutes and serving them while in a state of drunkenness, after receiving a caution from an officer of the police force.—Inspector Watson, M division, said that at twenty minutes to one on the morning of the 28th ult., he was on duty in Tooley-street, when he saw four prostitutes ejected from the King's Arms public-house, near the defendant's house. A minute after that the witness entered the latter place and found the four females standing in one of the compartments. He called the barman's attention to them, telling him who they were, and that they were the worse for drink. He returned to the house again in a few minutes, and the same females were still there drinking ale. The defendant was behind the bar then, and the women were turned out. One of them was so intoxicated that a constable was compelled to lock her up, and on the following day she was fined five shillings. In answer to the magistrate, witness said the house was generally well conducted.

The defendant, in answer to the charge, said that since he had kept the house (five years) he had conducted it in a respectable manner, which could be testified to by his neighbours. On the morning in question his house was closed at ten minutes to one. He recollected seeing the females in the house a few minutes before that time, but they were not served; and he could assure his worship that he never saw them before, neither did he know what they were until his attention was called to them by the police, and they left the house immediately, and the house was closed.

William Smith said that he assisted his father in the management of the house, and recollected the inspector following some females into the house at a quarter to one. He did not serve them, but while he was calling his father's attention to them, some men who had been previously served gave one of them a glass of ale. The house was closed within five minutes after that.

Two of the neighbours were called by the defendant, and, in answer to the magistrate, said that since Mr. Smith had kept the house he had very much improved it and the locality. They never saw any prostitutes harboured in the house.

Mr. PARTRIDGE observed that he had paid a great deal of attention to the case, inasmuch as it was of the utmost importance to the licensed victuallers and the police, and he did not consider there was sufficient evidence to justify a conviction. It had been held in the court above that when prostitutes entered a public-house solely for refreshments, the proprietor was justified in serving them, but if they were not served with

refreshments, and the proprietor or his servants allowed them to remain, or harboured them, a conviction must follow. The Legislature never contemplated that such persons should not be served with refreshments. Such an enactment would be hard indeed. Therefore, taking the whole of the evidence into consideration, he dismissed the summons.

NORFOLK COUNTY JUSTICES.

SHIRE HALL, NORWICH.

Saturday, May 15.

Vagrant Act Amendment Act 1868.

By sect. 3 coins are instruments of gaming.

Therefore persons playing at pitch and toss on high road (if proved) are to be deemed rogues and vagabonds.

There must, however, be evidence that the persons are wagering or gaming within the meaning of the Act.

Edward Todd and Benjamin Simmons were charged under 31 & 32 Vict. c. 52, s. 3, with playing at pitch and toss on the previous Sunday evening.

Linay (managing clerk to Sadd) appeared for the defendants.

P.C. Charlesworth stated that he was watching, and saw each of the prisoners pitch two separate halfpence at a certain spot upon a public footway at Catton, near Norwich, and then go up to the place, pick up the four coins, and throw them up in the air, and then one defendant picked up some and the other the remainder; the defendants then commenced pitching the halfpence again at the same spot, and witness made his appearance, and the defendants immediately ran away, and left three halfpence and a button, which evidently had been laid as the "spot."

This being the case for the prosecution, Linay submitted there was no legal evidence to convict the defendants, as there was no proof that they were playing for money, and if there was no wagering or gaming then the simple fact of throwing halfpence at a particular spot, and then picking them up and throwing them up in the air, would not of course, *per se*, be an offence, and the witness was not near enough to see if the defendants took one another's halfpence after the pitching; and to come within the meaning of the section of the Act, he contended that there should be more than the mere proof that defendants were throwing about halfpence, in fact till this statute (31 & 32 Vict. c. 52) came into operation the game of pitch and toss was held not to be an offence (*Watson v. Martin*, 11 L. T. Rep. N. S. 372); and now it is only by this Act made an offence when coins are used as instruments of gaming or means of wagering on gaming.

Information dismissed.

THE CHIEF CONSTABLE OF SALFORD.—The Salford Town Council have appointed Captain R. W. Torrens to the office of chief constable in the room of the late Mr. Edward Hibberd.

Last week the Crown lawyers appeared in the Irish Court of Queen's Bench, to prosecute Rumble, the private of the 9th Foot, indicted for the manslaughter of Woods on the Drogheda polling-day. It will be recollected that Woods was killed by a bullet in the height of the riot. No order to fire was given by Capt. Daunt, who was in charge of the troops. Mr. Murphy, Q.C., laid down the principle that "if those in authority, and armed with deadly weapons, took the lives of any of their fellow citizens, they would have to answer to the civil tribunals, and show that they were placed in such circumstances that, for the reasonable protection of their own lives, it was necessary for them to do the act which caused the fatal consequences." The prisoner was acquitted.

THE EDMONTON LOCAL BOARD OF HEALTH.—Some few years ago Mr. Alderman Sidney purchased an estate called Bowes Manor, in the parish of Edmonton, and about eighteen months back he commenced making certain alterations therein. In so doing he took in some tracts of land said to be the property of the parish, erecting posts and rails to establish his boundaries. The Edmonton Local Board of Health interfered, and ordered a case to be prepared for the opinion of counsel in the matter. This was submitted to Mr. W. Cunningham Glen, who advised the board that the entire highways from hedge to hedge were vested in them as conservators of the rights of the public and that they had no power to give to any individual a single inch of the parish ground. A correspondence then took place between the board and Alderman Sidney's solicitors, Messrs. Murray and Hutchins, who informed the board that they were prepared to fight the case on its merits. A meeting of the board has been held, when it was resolved that, unless steps were immediately taken to remove the encroachments, proceedings would be taken against Alderman Sidney for trespass.

REAL PROPERTY LAWYER AND CONVEYANCER.

NOTES OF NEW DECISIONS.

LANDLORD AND TENANT—NOTICE BY MORTGAGEES.—The mortgagees gave notice to the occupier of mortgaged premises, demanding payment of rent to them instead of the mortgagor, and threatening a distress on nonpayment. There was no evidence of a previous tenancy, and the occupier had never paid rent to the mortgagees, nor did he assent to the notice. This was held not to create a tenancy between the occupier and the mortgagees so as to require notice before ejectment: (*Biner v. Walters*, 20 L. T. Rep. N. S. 326. C. P.)

MORTGAGE—FATHER AND SON.—A son, being an expectant devisee, paid off the mortgage on an estate belonging to his father. Afterwards, by an alteration in his father's will, he became only tenant for life in the estate. It was held (reversing the decision of Stuart, V.C.), that from the dealings between the parties it was to be inferred that the son paid off the mortgage debt in settlement of some pecuniary transactions, and therefore that the presumption that the son paid it off for his own benefit was rebutted, and that he was entitled to no lien on the estate for which he had so paid off: (*Crow v. Pettingell*, 20 L. T. Rep. N. S. 342. L.J.J.)

LEASES AND SETTLED ESTATES' ACT—VENDOR AND PURCHASER—SPECIFIC PERFORMANCE.—By a settlement made on the marriage of A., certain freehold hereditaments were vested in a trustee in fee in trust for the separate use of A. during the joint lives of herself and her husband, with a restraint on anticipation, and if A. predeceased her husband, in trust for such persons as A. should by will appoint, and in default of appointment, in trust for the person or persons whom A. should leave her heir or co-heirs at law, and the heirs and assigns of such person or persons respectively; but in case A. should survive her husband, then in trust for such persons as she should by deed or will appoint; and in default of appointment, on the same trusts as those before declared in default of her exercising the power of appointment by will reserved to her in case she should predecease her husband. A petition was presented by A. (by her next friend) under the Leases and Sales of Settled Estates Act (19 & 20 Vict. c. 120), for sale of the property, and an order was made thereon for its sale, to which order the husband, the trustee, and the children of the marriage, who were all then infants (by their guardian), consented. The purchaser under this order objected to the title, on the ground that the Act required the consent of persons representing the equitable inheritance in the property, and that, as the heir or co-heirs at law of A. were, during her life, unascertained persons, no such consent could be obtained, and consequently that no sale under the Act could be made. The purchaser was thereupon discharged, by consent, from his purchase, and B., the plaintiff in this suit, was substituted for him, and the property was conveyed to B. B. afterwards sold the property by auction, and C. became the purchaser. C. took the same objection to the title which had been formerly taken by the original purchaser. B. filed a bill against C. for specific performance of the contract: Held (reversing the Master of the Rolls, who had dismissed the bill with costs), that A.'s marriage settlement was a settlement within the meaning of sect. 1 of the Act, and that the court had jurisdiction to make the order for sale, and a decree was accordingly made for specific performance, with costs, but no costs of the appeal were given. The Court of Appeal is not bound to consider a title doubtful because the judge of the court below has expressed an opinion adverse to it, but, on the contrary, ought to exercise its own judgment upon the title, and decide accordingly: (*Beioley v. Carter*, 20 L. T. Rep. N. S. 381. L. J.J.)

ESTATE PUR AUTRE VIE—APPORTIONMENT.—B., tenant for life of an estate *pur autre vie*, renewed the lease to himself and his heirs, and purchased the fee, subject to the original lease. The case was held not to fall within the 4 & 5 Will. 4, c. 22, the lease not being in writing; nor within 11 Geo. 2, c. 19, as they did not determine with the death of the tenant for life, and, therefore, that there was no apportionment in his favour of the rents accruing between the last payment and his

death: (*Mills v. Trumper*, 20 L. T. Rep. N. S. 384. L. J.J.)

WILL—CONSTRUCTION.—Under a will which contained no express gift of residue, but gave all furniture and the like, and all money in the testator's house, or due to him, and "all my stocks, funds, and securities for money, money due on bonds, bills, notes, or other securities which I may die seised, possessed of, or entitled to, and of any kind and description whatsoever, my will and intention is that my executors do and shall pay the same to H.:" Held, that shares in banking and railway companies passed; the words amounting, under the circumstances, to a complete residuary bequest: (*Re Dutton*, 20 L. T. Rep. N. S. 386. L. J.J.)

CHARITY—SCHEME—EXTENSION OF TRUST.—L., by his will, made in 1624, declared that his trustees should hold certain lands upon trust out of the income thereof, to provide clothing of a specified description, "for eight poor boys inhabiting within the town of Edmonton," and "to cause them to be put to some petty school, to the end that they might learn to read English." A school-room for the purposes of the charity had been provided by a subsequent benefactress, and the annual income of the charity having increased from 60*l.* to 700*l.*, the Charity Commissioners had approved of a scheme for the settlement of the charity. The principal provisions of the scheme were, that the trustees should pay 70*l.* a-year to some school in each of three ecclesiastical districts which had been taken out of the ancient parish of Edmonton; that there should be an upper school as well as a lower one—the former open preferentially to sons of inhabitants of Edmonton, and then to others, the latter open exclusively to the sons of inhabitants of the town of Edmonton; that capitation fees might be charged; that three boys were to be educated gratuitously in the upper school, such boys to be selected by examination from boys in the lower school; and that twenty-five boys should be educated gratuitously in the lower school, and eight boys be provided with clothing, such boys to be selected on the ground of merit or poverty, at the option of the trustees. On a petition by certain inhabitants of the parish against the scheme: Held, that the primary object of the charity was the education of very poor boys, and that the scheme would carry out that object generally, but that the number of boys to be clothed might be extended from eight to twenty, as the inhabitants of the parish were strongly in favour of such extension. Capitation fees approved of, provided they be very small. (*Re Latymer's Charity*, 20 L. T. Rep. N. S. 425. M. R.)

JOINT-STOCK COMPANIES' LAW JOURNAL.

NOTES OF NEW DECISIONS.

MORTGAGE OF STOCK IN COMPANY—SALE BY MORTGAGEE—USAGE OF STOCK EXCHANGE.—In Dec. 1865, the plaintiff transferred to the defendant certain stock, to secure a loan for three months. The defendant sold the stock, but when the three months expired and the loan was paid off, he transferred to the plaintiff the like amount of the same stock, which, subsequently to his sale, he had purchased in the market. He had sold at a high, and bought at a lower price, and the plaintiff filed his bill claiming the profits thus made, on the ground that he was entitled to have the identical stock returned to him; he offered by his bill to re-transfer to the defendant the stock which the defendant had bought and transferred to him. On this footing a decree was made. During proceedings under that decree, it appeared that, before an amendment of his bill, the plaintiff had sold the whole of the stock, and was therefore unable to re-transfer it, and he then obtained an order upon a petition for liberty to transfer to the defendant other stock to the same amount, or to account for the value of it. On an appeal by the defendant against both the decree and the order on the petition, it was held, that such a variation as was made in the decree by the order in the petition, was inconsistent with the decree, and beyond the power of the court to make; and that the petition must be dismissed with costs. Also, that the fact of the sale by the plaintiff of the stock transferred to him ought to have been stated in the amended bill; and that the suppression of that material fact disentitled him to any relief in his suit; and the bill was

also dismissed with costs. But their Lordships, believing that the suppression was not fraudulent, dismissed the bill without prejudice to any other proceedings which the plaintiff might be advised to take: (*Langton v. Waite*, 20 L. T. Rep. N. S. 337. L.J.J.)

CONTRACT—GUARANTEE—ULTRA VIRES.—The objects of a joint-stock company (limited) were declared to be for the making, maintaining, buying, leasing, hiring, selling, letting on lease or hire, or otherwise dealing with all and every kind of machinery, &c., employed in the construction of railways, the acquisition of lands for the purposes of the company, erection of buildings, &c., "and the doing of all such things as are necessary, contingent, incidental, or conducive to all or any of such objects." The company entered into an agreement under seal to pay deposits on a concession of the Belgian Government to the grantees to make and construct a railway from Antwerp to Tournai, with a view of enabling the contractors to execute and complete the work, which was in fact a guarantee for a large sum, in the hope of obtaining benefits of the concession, and by which the company would profit by executing the rolling stock, plant, &c., for the railway. On bill filed by a shareholder in the company to set aside this contract on the ground that the same was not within the powers of the directors of such company: Held, that such a contract and guarantee was *ultra vires*, and set aside accordingly with costs: "Quiescence" as distinguished from "acquiescence" commented upon: (*Smith v. The Ashbury, &c. Company*, 20 L. T. Rep. N. S. 360. V.C.J.)

PROMOTION MONEY.—The promoter of a company secretly agreed to give each of four directors, who subscribed the memorandum, ten 10*l.* shares or the money for them. After registration, a cheque for 400*l.* was paid to him by resolution of the directors, as money due to him from the company, under an agreement set out in the articles, and he handed the cheque to one of the four directors, to divide the amount according to the secret agreement. On an application by the official liquidator, under sect. 165 of the Companies Act 1862, the four directors were held jointly and severally liable to repay the sum of 400*l.* with interest at 5 per cent.: (*Re The London and Provincial Starch Company*, 20 L. T. Rep. N. S. 390. V.C.J.)

JOINT-STOCK COMPANIES.—A general summary to returns of joint-stock companies wound-up or winding-up since Aug. 1862, shows that as regards England 367 companies have been dealt with representing a nominal capital of 136,772,452*l.*, 340 companies with a paid-up capital (as far as known) of 23,911,949*l.*, and 352 companies with liabilities, as far as ascertained, amounting to 74,473,750*l.* The return for Scotland shows 38 companies with a nominal capital of 555,820*l.*, 30 with paid-up capital amounting to 267,411*l.*, and one with liabilities amounting to 615*l.* The returns from Ireland show 14 companies with a nominal capital of 1,326,000*l.*, 12 with paid-up capital amounting to 168,667*l.*, and 4 with liabilities amounting to 8056*l.*

MERCANTILE LAW.

NOTES OF NEW DECISIONS.

PARTNERSHIP—INFANT PARTNER.—In a suit in which a decree for a dissolution and an account of an unsuccessful partnership was made, the chief clerk had certified that one of the partners, an infant, was entitled to a salary under the partnership agreement; but that his share of the partnership capital, which was unpaid, was irrecoverable. Subsequently the infant, who previously to the date of the certificate, had attained his majority, moved to stay all further proceedings in the cause as against him, on his disavowing the agreement for the partnership, and disclaiming all interest under it. That motion was refused; but on the cause coming on for further consideration, on a question affecting the proportion which each of the partners was to contribute towards the partnership losses: Held, that the share of the infant partner was irrecoverable as an asset of the partnership; that the debts and liabilities (with the exception of the infant's salary) must be paid out of the certified assets; that the infant disclaiming his salary, it was not to be paid to him and that each of the partners (all of whom were parties to the suit) must pay his own costs; with liberty to apply: (*Wright v. Tanner*, 20 L. T. Rep. N. S. 427. V.C.S.)

LAW STUDENTS' JOURNAL

INCORPORATED LAW SOCIETY.

INTERMEDIATE EXAMINATION.

Thursday, the 3rd June, is the day appointed for this examination, and candidates for examination are to attend on that day at half-past nine in the forenoon, at the Hall of the Incorporated Law Society, Chancery-lane, London. The examination will commence at ten o'clock precisely, and close at four o'clock.

On the day of examination papers will be delivered to each candidate, containing questions to be answered in writing, selected from the works specified by the Examiners; and a paper of questions on bookkeeping.

FINAL EXAMINATION.

Tuesday, the 1st, and Wednesday, the 2nd June, are the days appointed for this examination, and the candidates for examination are to attend on those days at half-past nine in the forenoon of each day, at the Hall of the Incorporated Law Society, Chancery-lane, London. The examination will commence at ten o'clock precisely, and close at four o'clock.

On the first day of examination, papers will be delivered to each candidate, containing questions to be answered in writing, classed under the several heads of—1. Preliminary. 2. Common and Statute Law and Practice of the Courts. 3. Conveyancing.

On the second day, further papers will be delivered to each candidate, containing questions to be answered in—4. Preliminary. 5. Equity, and Practice of the Courts. 6. Bankruptcy, and Practice of the Courts. 7. Criminal Law, and Proceedings before Justices of the Peace.

Each candidate is required to answer all the preliminary questions (Nos. 1 and 4); and also to answer in three of the other heads of inquiry, viz.—Common Law, Conveyancing, and Equity. The Examiners will continue the practice of proposing questions in bankruptcy and in criminal law and proceedings before justices of the peace, in order that candidates who have given their attention to these subjects may have the advantage of answering such questions, and having the correctness of their answers in those departments taken into consideration in summing up the merit of their general examination.

COUNTY COURTS.

SOUTHAMPTON COUNTY COURT.

(Before C. J. GALE, Esq., Judge.)

REED v. SCOTT.

An exposure of the "tally" system.

Emanuel for plaintiff.

Green for the defendant.

This was a jury case, the action being for the recovery of the sum of 50*l.*, alleged to be due for damages sustained by wrongful dismissal from service, for wages, and for board and lodgings. The demand was originally 61*l.*, but the plaintiff abandoned 11*l.* of the claim in order that the case might come within the jurisdiction of the County Court.

Emanuel, in opening the case, said the defendant was engaged in business at St. Mary's-place in carrying on the "tally" trade. It appeared to be the custom in this trade for men to travel about the country with large stocks of woollen and drapery goods, with which they called upon the poorer inhabitants of villages, and induced them to take goods and contract debts on the representation that they would give them indiscriminate credit extended over a considerable time for payment. They thus got these women to purchase goods of a most gaudy description, knowing that they had power to imprison the husbands if they would not pay. These tallymen were in the habit of employing a number of travellers, and it was a custom to engage these travellers for two, two and a half, or three years, they receiving no salary, neither paid weekly or monthly; but, before entering into an engagement, there was a stipulation to pay, 20*l.*, 25*l.*, or 30*l.*, per year, and this money was not paid until the end of the stipulated term of three years, when they were entitled to receive the whole accumulated salary according to agreement. There was also a custom that if the traveller at the expiration of the three years thought proper to take the good-will of the route through which he had travelled he could do so, but then he was not allowed his salary. The facts of the case were that in the early part of Nov. 1866, in consequence of an advertisement which appeared in the papers, the plaintiff applied to the defendant to be taken in his employ as a traveller upon the Scotch system, which was the name given to the "tally" trade. Plaintiff asked to be supplied with the particulars of an engagement under the Scotch system, and defendant sent in answer to

this what the conditions were, and this was to the effect that plaintiff, who was at Dundee, should first pay his own expenses up; secondly, travel with drapery and solicit orders for a term of three years, with bed, board, and lodging, and to be supplied with every necessary; in fact, to be in the house as one of the family, and at the end of the three years to be put into business in the usual way. The letter concluded, "I may say no business for a sober and industrious young man can be, that offers such advantages as the Scotch system." The third letter was to the effect that plaintiff's services were accepted, and that it was a situation of responsibility—so much so, that he would become a master himself, and get from 300*l.* to 400*l.* a year. He was recommended to accept the offer, and assured that he would never regret it, and would make up his mind not to leave it until he had made his fortune. (Laughter.) In the fourth letter the defendant wrote to plaintiff, telling him to come by way of London from Dundee, and he would meet him at Southampton on his arrival. The plaintiff came to Southampton, and entered into defendant's service, the terms being to receive 20*l.* a year for the first year, 25*l.* the second year, and 30*l.* the third year, lodging and board in the house, and at the end of the three years either to accept the accumulated salary or take the goodwill of the business according to the usual routine. This was in Nov. 1866, and he continued in his business for two years, and not the slightest complaint was made that he had not discharged his duties properly and in a business-like manner. The plaintiff told defendant when he commenced his engagement that of course he must give unlimited credit, and that consequently there would be a large number of bad debts; but the profits were so good that they would make up for the loss. In Dec. 1866 when the defendant got into difficulties and compounded with his creditors, plaintiff asked if it was defendant's wish that he should leave, and the latter answered "No; there is no reason for your leaving; I shall carry on business again." Shortly after defendant began negotiations for transferring his business to another man, and plaintiff asked if he should be transferred over with the business, thus showing that he did not consider it a weekly or monthly engagement, and defendant said he should be. Those negotiations, however, fell through. Up to this time there had not been the slightest imputation made against the character of plaintiff. In Jan. 1869, when the plaintiff had been in defendant's service for two years and two months, defendant said he was to show another man his round. To this the plaintiff strongly objected, and he told his master so, but said he had no objection to go round with his master if he wished to see the customers. However, on his master assuring him that he need not be afraid of his (defendant's) taking any advantage of him, and that he would either pay him his salary or let him take the business, and would behave towards him in an honourable manner, the plaintiff took the new man his rounds, and on his coming back on the 17th Feb. defendant, accosting the plaintiff, asked him if he had introduced the new man to his customers, and on being answered in the affirmative, he said to plaintiff, "Now you have done this, you may go about your business." This was the case for the plaintiff. Defendant said he would give plaintiff 20*l.* for his first year's service, 25*l.* for the second year, and 30*l.* for the time that he had worked during the third year, and, after making certain deductions, paid him 29*l.* Now the question was, whether the master was justified in taking this course—in dismissing the plaintiff in this summary manner.

William Reed was then called, and Emanuel was about to place the letters which he had read into his hands, when Green said if they were put in in order to constitute them an agreement, he should ask that they be stamped.

His HONOUR.—It is an agreement in writing, and requires to be stamped.

Emanuel.—I think it is a point of considerable difficulty, and it should be reserved.

The Registrar said it must be stamped.

Emanuel.—It is not a contract; it is only an offer.

Green.—You opened it as a contract.

Emanuel.—The whole together is a contract, and not one letter.

Green.—Then the whole must be stamped.

It was then put to the plaintiff if he would pay the 10*l.* penalty, which he would incur by having the agreement stamped, but he declined to do so, and judgment was given for defendant with costs.

MARAVILLA COCOA FOR BREAKFAST.—The cocoa (or cacao) of Maravilla is the true Theobroma of Linnaeus.—The *Globe* says: "Taylor Brothers' Maravilla Cocoa has achieved a thorough success, and supercedes every other cocoa in the market. For homeopaths and invalids we could not recommend a more agreeable or valuable beverage." Sold, in packets only, by all grocers.

BANKRUPTCY LAW.

NOTES OF NEW DECISIONS.

EXCESSIVE EXPENDITURE—GAMING—CONDITIONAL ORDER OF DISCHARGE.—Where an offence has been proved under the above section which would justify the court in refusing or suspending the order of discharge, if asked so to do by any creditor or the assignee, but not having been asked so to do, the court having regard to the reasonable probability of the bankrupt having future assets, will annex conditions to the order of discharge to the effect that he should pay a certain sum per annum, until a fixed portion of his debts have been paid, although the bankrupt had no certain source of income. *Quare*, whether the bequest of an annuity payable to the bankrupt at the discretion of the trustees of the testator's will, ought to be charged with payments to assignees. (*Re Albert Pelham Clinton*, 20 L. T. Rep. N. S. 456. Bacon, C.)

OXFORD COUNTY COURT.

March 25 and April 29.

(Before J. B. PARRY, Esq., Q. C., Judge.)

Re H. BARON MANN, a Bankrupt.

Ante-nuptial settlements, and clandestine marriages in England and abroad.

This case is particularly noticeable, as developing incidents more singular perhaps, than those usually elicited in a court of bankruptcy. The bankrupt was remanded last February for refusing to disclose to the court, the particulars relative to a marriage alleged to have taken place in England or Scotland, between himself and a Warwickshire lady; and also for not producing a copy of a deed of marriage settlement, under which it was surmised he was entitled to considerable property that might probably be rendered available by his creditors. At the former hearing the learned judge, having intimated that, if the bankrupt did not make a full disclosure regarding his marriage and produce a copy of the deed of settlement, the case would be adjourned *sine die* without protection, he now appeared to pass his last examination.

C. Egan, supported.

P. Walsh appeared for Messrs. Day, Son, and Hewitt, of London, the opposing creditors and assignees.

Egan said, he was but recently consulted in this matter, and would not comment upon the strenuous opposition hitherto offered to the bankrupt; he advised the bankrupt's solicitor (F. B. Thompson, of Oxford), that his client should fully disclose to the learned judge, the circumstances enshrouding the case, otherwise, he would not appear as his advocate. The bankrupt, under his advice, would now answer such questions as his Honour deemed proper.

His HONOUR.—According to this deed, is the husband entitled to this property?

Egan.—That is the real question at issue in this case; and reference to the provisions of the settlement will show that—marriage or no marriage—the bankrupt and his creditors are excluded.

His HONOUR.—What we want is proof of the validity of the marriage, because under certain circumstance the bankrupt would become entitled to the property. The question to be tried is with reference to the property comprised in this deed, and the bankrupt is brought here to be examined, and to give a full and fair explanation of the facts on which he is examined, with a view to enable his creditors to possess themselves of the property for the purpose of paying his debts. He wants me to give him a discharge from his debts, but before I can assist him he must give the explanations required.

Egan.—There is no valid marriage.

The bankrupt was then sworn and deposed that: In 1866 he became acquainted with Miss Summers, and after a short time they agreed to become husband and wife, but the relatives of the lady being adverse to the match, they decided to get married in Scotland. On their way to Edinburgh in 1867, they sojourned a few days at Carlisle, where they united themselves by reading the marriage ceremony out of the Prayer Book; there were no witnesses, and no other ceremony of marriage ever took place between them. Subsequently they lived in Scotland, and now live in Leamington, as husband and wife, and they have one child living. As regards the deeds, the bankrupt said, no marriage settlement was made by him, but Miss Summers, in contemplation of marriage, settled her property upon herself and her lawful issue exclusively of any husband she might marry and of his debts or liabilities. Previously to making that settlement, Miss Summers informed him of her intentions, and he agreed thereto.

Egan submitted that the state of facts elicited from the bankrupt showed no valid marriage had been established; his Honour was well aware that the House of Lords had decided in the case of *Beamish v. Beamish*, that, "parties reading the

marriage ceremony out of the Prayer Book, does not constitute a legal marriage, notwithstanding that the intended husband be himself a clergyman." The provisions of the deed of settlement proved that neither the bankrupt nor his creditors were lawfully entitled to claim any interest in the trust-property; and, in justice to Miss Summers (who is a member of a most respectable family), he begged leave to say that, the disposition made of her property in favour of *lawful issue* showed that at the time she executed the settlement she was a person of virtuous principles, and morally anticipated becoming a lawful wife, and a mother.

His HONOUR.—I have no doubt whatever of that.

Egan.—After your Honour's gracious expression, I will not trespass further upon the valuable time of the court than to ardently hope that taking into consideration all the circumstances of this sad case, the long and painful examination undergone by the bankrupt, and the full answers given by him, your Honour will be pleased to exercise the power rested in you, and grant the bankrupt his discharge.

His HONOUR said he was of opinion that the bankrupt had answered the questions very fairly, and he should make an order that he had passed his last examination, and fix the next court for his discharge, with protection in the meantime.

Walsh.—Shall we be able to examine the bankrupt any further.

His HONOUR.—I consider his examination is at an end. I think he has given his answers fully and fairly.

At the conclusion of the proceedings, his Honour said he hoped for the child's sake, that the marriage in Scotland would be established.

Egan joined in the kind wish, but feared it could not be realised. Indeed, the *Yelverton* case showed the instability of such imprudent unions: For although in *Birt v. Boutinez*, the first marriage (which took place at Gretna Green), was held valid in England; yet, the second (which took place at Brussels), was dissolved by the Belgian Ecclesiastical Court.

April 29.—This bankrupt came up to-day for his final discharge.

C. Egan (instructed by F. B. Thompson, solicitor of Oxford), was counsel for the bankrupt.

P. Walsh, for the opposing creditors.

Walsh stated that since the last court his client had gone to considerable expense in endeavouring to obtain information with regard to the marriage, or the alleged marriage, of the bankrupt, who said he had gone through no legal ceremony with his wife, Maria Summers, but that there was a marriage *de facto* at Carlisle, and he subsequently cohabited with her at various places in Scotland.—Mrs. Mann had been subpoenaed and was now present.

The Judge ruled that her evidence was inadmissible.

His HONOUR.—On what ground do you oppose the bankrupt's discharge?

Walsh.—On the ground that we have reason to believe the statement is not true.

His HONOUR.—That won't do. You must go by the Act of Parliament.

Egan.—Precisely. There must be evidence of criminality. There are six offences specified by Legislature, the committing any one of which would bring the bankrupt within the penal clause of the statute (sect. 159, Bankruptcy Act 1861); but unless you can prove he has committed one of them, the bankrupt must pass.

Walsh.—Your Honour intimated that we should bring up any fresh witnesses who would throw any light on the case, and I now tender the evidence of Mr. Hewitt.

Mr. Hewitt, of the firm of Day, Son, and Hewitt, was now sworn, and said—The bankrupt first entered the service of our firm in 1858. He was discharged in 1862. He was to sell goods, travel on commission, and collect accounts in Scotland. He was paid by commission on his sales. Defalcations were discovered in his accounts, as the customers when applied to for payment, said "they had paid our traveller."

Egan said it was probable, that amongst the numerous staff of agents employed by Messrs. Day and Company, errors in the accounts might have occurred; but Mr. Hewitt's evidence alone as to his customers' statements, was insufficient to sustain a charge of embezzlement, and he submitted that no satisfactory evidence had been adduced to prove the bankrupt had committed any one of the six offences specified in the penal clause of the Bankruptcy Act.

His HONOUR said there was no ground for his refusing the bankrupt's discharge under the Act of Parliament. Very few bankrupts had gone through as much as the bankrupt had done to get his discharge, and if he had done wrong he had been sufficiently punished.

The bankrupt was then discharged.

BANKRUPTCY REFORM.

Mr. Charles Baylis, solicitor, has made the following suggestions:

The process of passing through the Bankruptcy Court should be more deterrent than at present, and provision should be made that every person becoming bankrupt should, together with his books and accounts, undergo the strictest examination and scrutiny, and bad or even neglected book-keeping should be treated as a *grave offence*, and punished accordingly. The complying with the terms of this provision should only involve, on the part of a bankrupt, the keeping of books and accounts properly, and which every honest man must do for his own satisfaction and success in business. It is notorious that the bulk of the expense incurred in investigating and working a bankrupt's estate is in the *unravelling* of a bankrupt's accounts; this could easily be prevented by traders being compelled to keep their accounts in such a way that they or any ordinary man of business could understand them.

It should be considered,—

As to Exclusion of Companies and Large Partnerships.

1. Whether clause 5 ought not to be expunged; otherwise partnerships consisting of any number of persons above seven could trade with impunity and not be reached either under the winding-up clauses of the Act of 1862 or in bankruptcy.

As to Petitions for Adjudication in Bankruptcy.

2. Whether, in clause 6, the amount (50*l.*) should not be considerably reduced, inasmuch as a man can more readily pay a small sum than a large one, and, if not, the sooner steps are taken for the division of the debtor's property among the general body of creditors the better.

As to Appointment of Trustee.

3. Whether in clause 13, line 22, the word creditor should not be struck out, and in lieu thereof the words "Attorney or solicitor of five years' standing" be inserted. The appointment of a solicitor of five years' standing to be a trustee is strongly advocated for the following among other reasons: A solicitor is an officer of the court, and liable to the pains and penalties attaching thereto. Great expense will be saved by the trustee being a legal practitioner, and coming into direct contact with the court without the intervention of a client. He will only be entitled to his authorised and taxed costs, which will be considerably less than if a trustee is paid, and he has (which he must do) to act under the advice of his solicitor. Whilst on this ticklish subject of "Solicitors' Costs" one fact must be borne in mind—that a solicitor is entitled to 6*s.* 8*d.* for each attendance, and 3*s.* 6*d.*, or, in some cases, to 5*s.* for writing a letter; he must, therefore, make 300 of the former and write between 300 and 400, as the case may be, before a bill for 100*l.* is made up. This is mentioned to show that, so far as solicitors' charges are concerned, they are not a bar to cheap law.

As to Discharge of Bankrupt.

4. Whether after the heading of clause 42, and between the 29th and 30th lines on page 14, the following clauses should not be inserted:—

41a. "That the judge, on being satisfied that the bankrupt has given up all his property to his creditors, and otherwise conformed to all the requirements of the Act, shall issue a certificate of conformity, certifying (having reference to the amount of assets paid or estimated to be paid out of his estate, the mode in which the bankrupt's books and accounts have been kept, and the conduct of the bankrupt generally) the amount of future dividend (if any) in addition to that produced or estimated to be produced from his estate, to be ultimately paid by the bankrupt out of his future earnings; and, if sufficient cause is shown for an increased dividend being paid by any one or more creditors, the judge shall be at liberty so to certify."

41b. "That notes, under the seal of the court, and signed by the bankrupt, payable to the creditor or bearer, shall be issued representing the amount of future dividend set forth in the certificate of conformity, such notes to bear interest at 5 per cent., payable by equal annual instalments extending over five years; and, if the instalments are punctually paid, the whole of such interest shall be credited in favour of the bankrupt and in part payment of the last bill."

41c. "That the aforesaid notes may, at the option of the creditor, be registered as judgments against the bankrupt for the purpose of affecting after-acquired property. So soon as the bankrupt shall have paid the several notes and interest as aforesaid, or arranged with the holders for the payment thereof, and produce the same to the court, or give satisfactory evidence of their having been paid or satisfied, then the bankrupt shall be at liberty to claim his discharge."

41d. "That if default be made in the payment of any one or more of the said notes, then the holders thereof may summon and examine the bankrupt before the judge, who may order execu-

tion to issue for the whole or any portion of the amount, or otherwise deal with the matter as in his discretion will meet the justice of the case. The judgments on any of the notes shall take precedence of any obtained in respect of any debt or debts contracted subsequently to the bankruptcy."

41e. "That any conditional or absolute bill of sale, settlement, deed of gift, or any other voluntary deed or document made by the bankrupt after the passing of the Act, and notwithstanding that he may be solvent at the time of making them, shall be void as against creditors to the extent of the bankrupt's liabilities under the certificate of conformity; and, if the bankrupt be entitled, in right of himself, his wife, or otherwise, to any income derived under any will, marriage settlement, or deed of gift, executed after the passing of the Act, the entire income (less such a sum as, in the opinion of the judge, shall be necessary to maintain the wife and children of the bankrupt) shall be paid for a period of five years to the trustee under the bankruptcy, and form a fund for the payment of the notes to be issued by the court as aforesaid; and every provision or trust in any such will, marriage settlement, or deed of gift executed after the passing of the Act directing that such income shall, in the event of bankruptcy of the debtor, be paid to some other person other than the bankrupt, shall be inoperative as against creditors for the period of five years and to the extent aforesaid."

The introduction of these last clauses affects the most important parts of the Bill, and the utmost caution is necessary in considering the *modes, terms, and conditions* on which the bankrupt should be discharged, and ultimately released from his debts and liabilities. When the new Bankruptcy and Abolition Bills become law, debts will be no longer a charge on the person but on the debtor's property; therefore, it is absolutely necessary that the provisions of a Bankruptcy Act should be such as to deter persons from incurring debts or liabilities recklessly, and without considering the effect of failure on the future position of himself and family, and also that stringent measures should be in force not only to divest a bankrupt of every or any property he may be possessed of at the time of his bankruptcy, but to prevent him acquiring property thereafter, or even enjoying that which he may have accumulated, or in any way become possessed of or interested in, until payment of his debts and liabilities to the extent determined by the judge in bankruptcy.

5. Whether, in clause 42, line 80, the words "where" and "has been" should not be struck out, and "shall be" inserted; and, in line 38, after "closed" to the end of the seventh line, p. 15, should be struck out. These alterations are rendered necessary consequent on the suggested clauses as to the bankrupt's discharge and future liability.

CORRESPONDENCE OF THE PROFESSION.

(NOTE.—This department of the LAW TIMES being open to free discussion on all professional topics, the Editor is not responsible for any opinions or statements contained in it.)

SOLICITORS AS MAGISTRATES.—The rule (which has been discussed by correspondents in your columns) of excluding attorneys and solicitors from the magistracy is not, I venture to assert, approved by public opinion. I have been curious enough to go through the "Municipal Corporation Directory" (published in 1866) with the *Law List*, and I find that in that year the attorneys and solicitors of England furnished upwards of thirty *ex-officio* magistrates. Each year, it may be assumed, would give a like result, and thus the fact is established that a large number of the members of our Profession have, with the full confidence of their neighbours, not only held office as magistrates, but have presided over the bench of magistrates in their respective boroughs. Several of the largest boroughs in the kingdom have within the last few years elected attorneys as their chief magistrates. I, however, hope that the rule of exclusion is not so strictly enforced as is popularly supposed; for in my research I found the following names given as magistrates in the "Directory," corresponding with names given for the same towns in the *Law List*. The gentlemen named were not, so far as shown by the "Directory," *ex-officio* magistrates, either as mayors or ex-mayors. It would be most interesting to know how the fact really is, and whether the rule is sufficiently flexible to admit some of our seniors to the distinction of having their names placed on the commission of the peace. I subjoin a list, and shall be glad if the gentlemen named (or some one knowing them) will inform the Profession, through you, whether they really are magistrates *ex-officio*, or are magistrates appointed by the Crown:—*Carlisle*—George Gill Mounsey, Esq.; *Exeter*—

C. H. Turner, Esq.; *Portsmouth*—George Cornelius Stigan, Esq.; *Hereford*—James Jay, Esq.; *Leominster*—James Bedford, Esq.; *Rochester*—George Essell, Esq.; *Lancaster*—John Hall, Esq.; *Boston*—Francis Thirkill White, Esq.; *Newcastle-on-Tyne*—Ralph Park Phillipson, Esq.; *Bury St. Edmunds*—H. Le Grice, Esq.; *Worcester*—J. H. Clifton, Esq.; *Wakefield*—Joseph Wainwright, Esq.; *Cardigan*—Thomas Davies, Esq. I have heard that the late eminent solicitor, Mr. John Hope Shaw, of Leeds, for many years acted as a magistrate, and I have also heard that an eminent solicitor at Liverpool (whose name I do not now remember) also had the honour of being appointed a magistrate. It would go far to destroy the rule of exclusion if authentic information could be obtained, showing that force of circumstances has from time to time compelled the Lord Chancellor of the day to make exceptions to the rule. All the Profession have a right to ask is, the abandonment of a rule of exclusion. Of course the appointment of an individual solicitor to the magistracy must depend upon his fitness for the honour, the public requirements, and those other conditions which generally regulate such appointments.

W. M.

NOTES AND QUERIES ON POINTS OF PRACTICE.

Queries.

14. STAMP—CONVEYANCE AND SETTLEMENT.—A, having contracted for the purchase of freeholds, the same were by her direction conveyed to trustees in trust to sell and invest, and hold the sale money in trust for payment of income to A. for life, and capital to her children. The conveyance and settlement is effected by the same deed. Will it be necessary to affix a 35s. stamp in addition to the ad. val. duty?

H.

15. STAMP.—Does the following document require a stamp?

"I hold for G. A., the sum of 20l. to be given into her hands on demand."

E. B.

June 6, 1867.

Would it amount to a declaration of a trust?

S.

16. BANKRUPTCY.—An action for libel is brought against A., and judgment given against him with costs. A. afterwards, but before final judgment is signed, makes himself a bankrupt and obtains his order of discharge, having scheduled the probable amount of costs incurred by the plaintiff in the above action. The plaintiff did not oppose A. in any stage of the bankruptcy, but now seeks to obtain payment of the above costs. Can the plaintiff legally hold A. responsible?

B. J.

17. MANSLAUGHTER—ADMITTING TO BAIL.—A. was committed to take his trial at the assizes, on the coroner's warrant, charged with manslaughter. The witnesses were bound over to prosecute, &c. Subsequent to the coroner's inquest, the charge against the accused was heard by the justices of the peace, who also committed him to the assizes, but let him out on bail. I shall thank you, or some of your readers, to inform me whether the justices had power to let A. out on bail, bearing in mind that he stood committed at the instance of the coroner.

Lex.

18. PASTURAGE.—Who has the right of pasturage along the sides of a high road (not a turnpike road) where it is not claimed by the lord of the manor? Does it belong to either the owner or the occupier of the adjoining land; and have the police any right to interfere with sheep or other cattle grazing on the sides of a high road (when such sheep, &c. do not belong to either the owner or the occupier of the land adjoining), provided they have a keeper and are not on and do not cause any obstruction to the highway?

B. D.

19. RECONVEYANCE—DOWER.—Is it absolutely necessary that the declaration to bar dower should be inserted in a reconveyance of mortgaged premises, if contained in the conveyance by the mortgagor; and, in the event of its omission, would the wife's right to dower attach if the husband was married after 1834?

J. D. E.

Answers.

(Q. 2.) COVENANT TO REPAIR IN LEASE.—Your correspondent "M. E. S.," in giving his opinion on the construction of the covenant to repair, set out by H. B. in the LAW TIMES, of May 1, has omitted all reference to the case of *Payne v. Hayne* (16 M. & W. 541, and 16 L. J. N. S. 130, Exch.). This case is more recent by five years, than the case of *Walker v. Hatton* (10 M. & W. 249) relied on by "M. E. S.," and, although it does not actually overrule *Walker v. Hatton* (nor, strange to say, even refer to it), yet it so qualifies the principle laid down in that case, as to make it almost a nullity. In *Payne v. Hayne* it was held that under a covenant to keep in good repair, a tenant is bound to put premises in good repair at the time of the demise into good repair and that the only qualification of the covenant is the "age and class" of the premises. Baron Alderson remarked, that the rule thus laid down is one very difficult of application. Would it not have been simpler not to have made it?

KAPPA.

(Q. 109.) TRANSFER OF MORTGAGE.—I am sorry that I did not read this query aright, having, as H. E. no doubt perceives, read "mortgagee" instead of "mortgagor." However, now that this has been corrected, perhaps I may venture to give my views on H. E.'s difficulty. I think that the executors should simply execute a declaration of trust of the mortgage money in favour of C., which should contain a recital that C. had consented to take the mortgage debt as part of his share of the residuary estate of the testator, such share being of

greater value than the mortgage debt. If the other residuary legatees could be persuaded to acknowledge that C. was not taking more than he was entitled to, any difficulty arising from the rule that an executor cannot purchase from, or convey to himself, would be avoided.

M. E. S.

(Q. 3.) EQUITY OF REDEMPTION—MORTGAGE.—Probably in the case referred to by Mr. Angrove, the husband and wife granted, as well as appointed, the equity of redemption, in which case the acknowledgment was in order to confirm the grant. The vendor's solicitor should, however, have resisted this, and the conveyance should have been by appointment only.

M. E. S.

(Q. 5.) BOROUGH AND COUNTY MAGISTRATE.—The process of appointment to the magistracy, both for counties and boroughs, under the 5 & 6 Will. 4, c. 76, is as follows: For the county magistracy notice is given to the candidate, who has been recommended by the lord lieutenant (for, in practice, the Chancellor seldom, I believe, exercises his power of appointment *suo motu*), that his name has been put in the commission. This notice comes from the clerk of the peace. The candidate must then sue out a *dedimus potestatem* (which his solicitors can do for him), and the two persons to whom the *de. po.* is directed administer the oaths annexed to the writ, which is indorsed and returned to the Court of Chancery, the expense being six or seven guineas: (Stone's Petty Sessions.) Before, however, the new-made justice can act, he must qualify at the quarter sessions of his county by taking the oath relating to his estate; and it may here be added that "the clear yearly value of 100l. contemplated by this Act is that which comes into the pocket of the owner of the estate as such, after all other demands upon it are satisfied." The oaths of allegiance and supremacy have also to be taken within six months. Justices of the peace for boroughs are appointed by the commission of the sovereign under the 5 & 6 Will. 4, c. 76, and must reside in the borough, or within seven miles of it. They take the same oaths as the county magistrates, except the one as to qualification, and their oaths may be taken before the mayor or two aldermen, without a *dedimus*: (see Stone's Petty Sessions; Dickinson's Quarter Sessions, &c.)

Ringwood, May 19.

W. R.

(Q. 6.) WILL.—Upon the facts stated, it appears to me that the widow and the son can make a good title.

M. E. S.

(Q. 7.) CONVEYANCING—PRECEDENTS.—The variations from the ordinary forms of conveyances are so small in the first two cases given by "Inquirer," that I doubt whether he will find a precedent, ready cut and dried, in any of the books. In the first case, all that is necessary or expedient is to add a recital after the recital of the contract to the effect that the purchaser, being desirous of making a provision and advancement for his wife, had requested the vendor to convey the estate in manner thereinafter mentioned. The operative part will then be a grant at the request, &c., of the purchaser to the wife for her separate use, or to a trustee for her. In the second case, in the recital of the contract, the purchase-money should be stated to be part of the wife's separate estate, and the husband should be a party, though his concurrence is not absolutely necessary. "Inquirer" will find a precedent of a mortgage of the wife's estate in Rouse's Practical Conveyancer, though I cannot say that the form is one that I should use myself.

M. E. S.

(Q. 8.) CONVEYANCE.—The best thing A. can do is to appoint to himself, in fee. In default of such an appointment, A. would, at law, have only an estate for life; but I have no doubt that, upon a bill being filed for rectification of the conveyance, the omission of the limitation to the heirs of A. could be supplied as being simply a clerical error.

M. E. S.

(Q. 11.) MARRIED WOMAN.—The settlement in this case being a voluntary one, it is competent for A., if he be still alive, to defeat it by a conveyance of the property settled to a purchaser for value. *Doe v. Manning*, 9 East, 59. If A., however, be dead, or if there has been a conveyance for value made by the appointee under the power, there is no remedy, elopement and adultery not being, in themselves, an extinguishment of the power.

M. E. S.

(Q. 13.) LEASE AND COUNTERPART.—The lease and counterpart are usually prepared by the lessor's solicitor on behalf of both parties, and at the expense of the lessee, but frequently the draft lease is settled and approved of by the lessee's own solicitor, who sometimes claims the right to engross the counterpart: (Woodfall's Landlord and Tenant, 8th edit., p. 137.) In the absence of any express stipulation to the contrary, the expense of the lease falls upon the lessee, and of the counterpart upon the lessor.

B. D.

—The lessor, unless he has an agreement to that effect, cannot make the lessee execute a counterpart at his own expense, but if there be an agreement that a counterpart shall be executed, the lessee's solicitor may claim the work of preparing it. If there is nothing said about costs, the lessor must pay for the counterpart.

W. R.

LAW LIBRARY.

Precedents of Pleadings in Equity in the County Courts, &c., and an Appendix, &c. By P. M. LEONARD, Barrister-at-Law. London: Amer.

The equity business of the County Courts, though not so great as was expected by those who promoted this extension of their jurisdiction, is of necessity a growing business. Suitors, and solicitors perhaps, require to be educated to the uses of it, and as these are discovered by experience, they will more and more avail themselves of its facilities and comparative

cheapness. Mr. Leonard, who has had considerable experience as a deputy-judge of one of the County Courts, and who is himself an equity lawyer, has found in practice the want of forms adapted to the uses of the County Courts, in the conduct of this important branch of their business, and it was to supply the want that he has made the collection of precedents before us, which cannot but be extensively useful to practitioners. Not only are all the forms and pleadings given, but the most minute and careful instructions for the employment of them, and for their adaptation to altered circumstances, are added, and notes refer to the decided cases upon which they are framed. It is a volume indispensable to all whose practice ever carries them into the County Courts.

Commentaries on the History, Constitution, and Chartered Franchises of the City of London. By GEORGE NORTON, formerly one of the Common Pleaders of the city of London. Third Edition, revised. London: Longman & Co.

"THE issue of this third edition," says the author, "is due to the Corporation of London, who have passed a resolution for taking 300 copies for the use of its members and officers." And well does the work deserve such encouragement. It is the history of the first in honour, importance and wealth of the municipalities which are the pride of the United Kingdom, and to which it is doubtless indebted in great part for the liberties which are the boast of our people, and which have maintained themselves against the oppression of monarch and aristocracy, and let us hope that in the coming times they will oppose the same resistance to the opposite danger that threatens from the despotism of democracy. Not merely is this a very useful book for reference upon all matters in which the special laws and customs of the City are concerned, and so a useful addition to the law library, but it is a book full of interest and instruction for the general reader, containing a vast quantity of curious information as to the manners and social lives of our ancestors, gleaned with most patient industry from the civic archives to which access was freely given. It commences with an historical account of the rise and progress of the City of London, to which the first book is devoted, the second containing a full account of all the many charters that have been granted to it by successive monarchs, the first being that of William the Conqueror, and the last that of Edward III.

LEGAL OBITUARY.

THOMAS SMITH, ESQ.

We deeply regret to record the death, in the prime of life, of one of the members of the legal profession in Sheffield, Mr. Thomas Smith, of the firm of Smith and Burdekin. He was only forty-eight years of age, but he had attained to a degree of eminence and success that placed him in the first rank among his local brethren. His father, Mr. Thomas Smith, lately deceased at Beever Hall, near Barnsley, was a Sheffield manufacturer in the early part of his life, but afterwards became a coalowner in partnership with Mr. Alderman Carr, opening first the Stanhope Silkstone Colliery, and afterwards the Stafford Main Colliery, the latter on the Wentworth Castle estate. He was identified with the early efforts to promote the Sheffield and Manchester Railway. When the Bill for that line was before Parliament in 1837, Mr. Smith articulated his son, now deceased, to Mr. George Wells, one of the solicitors for the Bill. He dying in the midst of the contest, Mr. T. Smith, jun., was transferred to the office of Mr. T. J. Parker, another of the solicitors for the Bill, with whom he finished his term. He then began practice, but soon entered into partnership with his late master, Mr. T. J. Parker, and took a very active part in the legal business connected with the lines through Nottinghamshire and Lincolnshire, and the subsequent amalgamation of those lines as the Manchester, Sheffield, and Lincolnshire. He was also the solicitor for the line from Huddersfield to Penistone. At a late period Mr. Smith was connected with the projected line from Sheffield into Staffordshire, in opposition to the Midland scheme for putting Sheffield on the main line. In 1854 Mr. Smith's partnership with Mr. Parker terminated, and in Jan. 1855, he commenced a separate practice, but after two years was joined by Mr. Burdekin, with whom he continued in perfectly harmonious connection until now. Mr. Smith married at an early age one of the daughters of the late William Marsh, Esq., of the firm of Marsh Brothers, who, with seven children, survives him.

THE COURTS & COURT PAPERS.

SITTINGS AND CAUSE LIST IN TRINITY TERM 1869.

Equity Courts.

Court of Appeal in Chancery.
(Before the LORD CHANCELLOR.)

At Lincoln's-inn.

Saturday... May 22	Appeal motions and appeals
Monday	24 Petitions and appeals
Tuesday	25 Appeals
Wednesday	26 Ditto
Thursday	27 Appeal motions and appeals
Friday	28 Appeals
Saturday	29 Ditto
Monday	31 Ditto
Tuesday... June 1	Ditto
Wednesday	2 No sitting (Her Majesty's birthday kept)
Thursday	3 Appeal motions and appeals
Friday	4 Appeals
Saturday	5 Ditto
Monday	7 Ditto
Tuesday	8 Ditto
Wednesday	9 Ditto
Thursday	10 Ditto
Friday	11 Petitions and appeals
Saturday	12 Appeal motions and appeals

(Before the LORDS JUSTICES.)

At Lincoln's-inn.

Saturday... May 22	Appeal motions and appeals
Monday	24 Appeals
Tuesday	25 Ditto
Wednesday	26 Ditto
Thursday	27 Ditto
Friday	28 Petitions in lunacy, appeal petitions, bankrupt appeals, appeal motions and appeals
Saturday	29 Appeals
Monday	31 Ditto
Tuesday... June 1	Appeals from the County Palatine of Lancaster and appeals
Wednesday	2 No sitting (Her Majesty's birthday kept)
Thursday	3 Appeals
Friday	4 Petitions in lunacy, appeal petitions, bankrupt appeals, appeal motions and appeals
Saturday	5 Appeals
Monday	7 Ditto
Tuesday	8 Ditto
Wednesday	9 Ditto
Thursday	10 Ditto
Friday	11 Petitions in lunacy, appeal petitions, bankrupt appeals and appeals

Saturday

Each day as the Lord Chancellor shall be engaged in the House of Lords, and such days (if any) as the Lords Justices shall be engaged in the full court, or at the Judicial Committee of the Privy Council, are excepted.

Rolls Court.

At Chancery-lane.

Saturday... May 22	Motions and general paper
Monday	24 General paper
Tuesday	25 Ditto
Wednesday	26 Ditto
Thursday	27 Motions and general paper
Friday	28 General paper
Saturday	29 Petitions, short causes, adjourned summonses, and general paper
Monday	31 General paper
Tuesday... June 1	Ditto
Wednesday	2 No sitting (Her Majesty's birthday kept)
Thursday	3 Motions and general paper
Friday	4 General paper
Saturday	5 Petitions, short causes, adjourned summonses and general paper
Monday	7 General paper
Tuesday	8 Ditto
Wednesday	9 Ditto
Thursday	10 Ditto
Friday	11 Petitions, short causes, adjourned summonses, and general paper
Saturday	12 Motions and general paper

Unopposed petitions must be presented, and copies left with the secretary on or before the Thursday preceding the Saturday on which it is intended they should be heard, and any causes intended to be heard as short causes must be so marked at least one clear day before the same can be put in the paper to be so heard.

V.C. Stuart's Court.

At Lincoln's-inn.

Saturday... May 22	Motions and causes
Monday	24 Causes
Tuesday	25 Ditto
Wednesday	26 Ditto
Thursday	27 Motions and causes
Friday	28 Petitions and causes
Saturday	29 Short causes and causes
Monday	31 Causes
Tuesday... June 1	Ditto
Wednesday	2 No sitting (Her Majesty's birthday kept)
Thursday	3 Motions and causes
Friday	4 Petitions and causes
Saturday	5 Short causes and causes
Monday	7 Causes
Tuesday	8 Ditto
Wednesday	9 Ditto
Thursday	10 Ditto
Friday	11 Petitions, short causes, and causes
Saturday	12 Motions

No cause, motion for decree or further consideration can, except by order of the court, be marked to stand over, if it be within twelve of the last cause or matter in the printed paper of the day for hearing.

V.C. Mallins' Court.

At Lincoln's-inn.

Saturday... May 22	Motions and general paper
Monday	24 General paper
Tuesday	25 Ditto
Wednesday	26 Ditto
Thursday	27 Motions and general paper
Friday	28 Petitions and general paper
Saturday	29 Short causes, adjourned summonses, and general paper
Monday	31 General paper
Tuesday... June 1	Ditto
Wednesday	2 No sitting (Her Majesty's birthday kept)
Thursday	3 Motions and general paper
Friday	4 Petitions and general paper
Saturday	5 Short causes, adjourned summonses, and general paper
Monday	7 General paper
Tuesday	8 Ditto
Wednesday	9 Ditto
Thursday	10 Ditto
Friday	11 Petitions, short causes, adjourned summonses, and general paper
Saturday	12 Motions and general paper

V.C. James's Court.

At Lincoln's-inn.

Saturday... May 22	Motions and general paper
Monday	24 General paper
Tuesday	25 Ditto
Wednesday	26 Ditto
Thursday	27 Motions and general paper
Friday	28 General paper
Saturday	29 Petitions, short causes, adjourned summonses, and general paper
Monday	31 General paper
Tuesday... June 1	Ditto
Wednesday	2 No sitting (Her Majesty's birthday kept)
Thursday	3 Motions and general paper
Friday	4 General paper
Saturday	5 Petitions, short causes, adjourned summonses, and general paper
Monday	7 General paper
Tuesday	8 Ditto
Wednesday	9 Ditto
Thursday	10 Ditto
Friday	11 Petitions, short causes, adjourned summonses, and general paper
Saturday	12 Motions and general paper

Any causes intended to be heard as short causes before either of the Vice-Chancellors must be so marked at least one clear day before the same can be put in the paper to be so heard.

Common Law Courts.

Court of Queen's Bench.

SITTINGS AT NISI PRIUS—IN TERM.

Middlesex.

Monday	May 24	Monday	June 7
Monday	May 31		

There will be no sittings in London this Term.

AFTER TERM.

Monday	June 14	Monday	June 28
Saturday... May 22	Motions and new trials		
Monday	24 Ditto		
Tuesday	25 Ditto		
Wednesday	26 Ditto		
Thursday	27 Enlarged rules, and motions new trials		
Friday	28 Special paper		
Saturday	29 Crown paper		
Monday	31 Motions and new trials		
Tuesday... June 1	1 Special paper		
Wednesday	2 Crown paper		
Thursday	3 Motions and new trials		
Friday	4 Special paper		
Saturday	5 Crown paper		
Monday	7 Motions and new trials		
Tuesday	8 Special paper		
Wednesday	9 Motions and new trials		
Thursday	10 Ditto		
Friday	11 Ditto		
Saturday	12 Ditto		

NEW TRIAL PAPER.

For Judgment.

Poole v. Willats	
West v. Dobb	
For Argument—Moved Michaelmas Term 1867.	
MIDDLESEX—Sharpe v. The London and North-Western Railway Company	[Lush, J.—Scrip. Balkantine]
Moved Hilary Term 1868.	
MIDDLESEX—Cary v. Dawson	[Blackburn, J.—Mr. H. James]
Moved Easter Term 1868.	
LONDON—Moore v. North London Railway Company	[L. C. J.—Mr. Field]
LONDON—Westwood v. Carter	[L. C. J.—Solicitor-General]
LONDON—Yunz v. The South-Eastern Railway Company	[L. C. J.—Mr. Field]
LONDON—Hartmann v. Osbeck	[L. C. J.—Sir G. Honyman]
LONDON—Richardson v. Dubois	[Hannan, J.—Scrip. O'Brien]
LONDON—Corner v. Kirkaldy	[Hannan, J.—Mr. Herschell]
LANCASTER—Gibson v. Mayor of Preston. (To be argued with demurrer)	[Hannan, J.—Mr. Coleridge]
SUSSEX—Lloyd v. Ingram	[Wilkes, J.—Mr. J. Brown]
SURREY—Tait v. Marshall	[Martin, B.—Mr. Hawkins]
SURREY—Whellock v. Home and C. M. I. Co.	[Martin, B.—Mr. C. Pollock]
SURREY—Medhurst v. Knockner	[Martin, B.—Mr. Prentice]
GLAMORGAN—Erskine v. Great Western Railway Company. (Stands for arrangement)	[Smith, J.—Mr. Michael]

Tried during Term.

MIDDLESEX—Welfare v. The London, Brighton, and South Coast Railway Company	[Blackburn, J.—Scrip. Bidartine]
MIDDLESEX—Harris v. Quine. (To be argued with demurrer)	[Blackburn, J.—Mr. Boyle]
MIDDLESEX—Gover and Wife v. Carr	[Blackburn, J.—Mr. Keane]
Moved Hilary Term 1868.	
MIDDLESEX—Berridge v. Fitzgerald	[Blackburn, J.—Mr. Hodgson]
MIDDLESEX—Eddy v. Stevens	[Blackburn, J.—Mr. Kingston]
MIDDLESEX—Same v. Same	[Blackburn, J.—Mr. Torr]
MIDDLESEX—Bew v. London Steamship Company	[Blackburn, J.—Mr. D. Seymour]
LONDON—King v. Kelk	[L. C. J.—Mr. Gibbons]
LONDON—Holloway v. Lumsden	[L. C. J.—Sir G. Honyman]
LONDON—Darbishire v. Lieboet	[Blackburn, J.—Mr. Manisty]
LONDON—Jones v. Davies	[Blackburn, J.—Mr. Brown]
LONDON—Brailaugh v. Brooks	[Blackburn, J.—Mr. D. Seymour]
LIVERPOOL—Myers v. Veitch	[Lush, J.—Mr. Manisty]
ATLESDURY—Reg. v. Snowball	[Keating, J.—Mr. H. Mathews]

Tried during Term.

MIDDLESEX—Temple v. Davey	[Lush, J.—Mr. H. Lloyd]
MIDDLESEX—Cramer v. Harrison	[Lush, J.—Mr. Pike]
MIDDLESEX—Dobson v. Comfort and Wife	[Lush, J.—Mr. Lewis]
Moved Easter Term 1869.	
MIDDLESEX—Saurin v. Starr	[L. C. J.—Mr. Mallick]
MIDDLESEX—Moriarty v. The London, Chatham, and Dover Railway Company	[L. C. J.—Mr. Gifford]
MIDDLESEX—Barber v. Fleming	[L. C. J.—Mr. Milford]
LONDON—Davis v. Walker	[Hayes, J.—Mr. Smith]
SUSSEX—Arnold v. Blaker and another	[Bramwell, B.—Mr. C. Pollock]
SUSSEX—Austin v. Blaker	[Bramwell, B.—Mr. C. Pollock]
SURREY—Rack and Wife v. Wignmore	[J. Brown, Esq.—Mr. M. Chambers]
CARLISLE—Banks v. Goodfellow	[Brett, J.—Mr. Manisty]
NEWCASTLE—Hopper v. The North Eastern Railway Company	[Lush, J.—Mr. Davies]
DURHAM—Wanless v. The North Eastern Railway Company	[Brett, J.—Mr. Manisty]
MANCHESTER—Wren v. Wcale and another	[Lush, J.—Mr. Webster]
LIVERPOOL—Jones v. Hill, P. O. and Co.	[Brett, J.—Mr. Hodgson]
LIVERPOOL—King v. Bury	[Brett, J.—Mr. Holker]
LIVERPOOL—Hollwood v. The Australian Insurance Company	[Brett, J.—Mr. Quinn]
GLoucester—Williams v. Williams and another	[Hannan, J.—Mr. Huddleston]
WARWICK—Swain v. Jones	[Cleasby, B.—Mr. Field]
YORK—Redway v. The Tees Conservancy	[Cleasby, B.—Mr. Prior]
SWANSEA—Thomas v. The Rhymney Railway Company	[L. C. Baron.—Mr. Gifford]
HANTS—Gandy v. The Royal Insurance Company	[Byles, J.—Mr. Kingston]
WILTS—Diamond v. Haines	[Smith, J.—Mr. Kingston]
WILTS—Phelps and others v. The Great Western Railway Company	[Smith, J.—Mr. Kingston]
BRISTOL—Cairncross v. Schorndorf, Seed, & Co.	[Smith, J.—Mr. H. T. Cole]

Tried during Term.

MIDDLESEX—Burke v. East and West Junction Railway Company	[Mallor, J.—Mr. Williams]
MIDDLESEX—Cross v. Warter	[Mallor, J.—Mr. J. Brown]

SPECIAL PAPER.

For Judgment.

Stranger v. English and Scottish Marine Insurance Company. Special case	
Smith v. Stocks. Special case	
Playford v. The United Kingdom East India Company. Special case	
Longbottom v. Berry. Special case	
Francis v. Cockrell. Special case	
Godard v. Gray. Demurrer	

For Argument.

Robinson v. The Mayor, &c. of Cambridge. Demurrer	
Hunt v. Ryde Commissioners. Demurrer	
In a Petition of Right (Bushe) v. The Queen. Special case	
Bradshaw v. James. Special case	
Dawkins v. Paulett. Demurrer	
Beckett v. Hull Local Board of Health. Special case	
Birch v. Vestry of Marylebone. Demurrer.	
Portilla v. Carr. Special case	
Warner v. The London and North-Western Railway Company. Special case.	
Holford v. Gamble. Demurrer	
Lund v. Winfield. Special case	
Harris v. Quine. Demurrer. (To be argued with new trial)	
Bratt v. Molyneux. Demurrer	
Simpson v. Yund. Appeal	
Evans v. Bignold. Special case	
Arthur v. Cole	
Musgrave v. Inclosure Commissioners for England and Wales. Special case	
Johnson v. Skaife. Appeal.	
Comings v. Heard. Demurrer	
Turnall v. Norwood. Appeal	
Gibson v. Mayor of Preston. Demurrer. (To be argued with new trial)	
Great Bridge I. & S. Company v. Berthon. Demurrer	
Hattersley v. The Central Wales Railway Company. Special case	
Kitchen v. Wheatley. Demurrer	
Kilshaw v. Jump. Special case	
Turner v. Cameron. Special case	
Huntly v. Worms. Demurrer	
Wright v. Pearson. Appeal	
Allibane v. Bayton. Special case.	
Ackland v. Clarke. Demurrer	
Coundon v. Thompson. Demurrer	
Zimmerman v. Browne. Appeal	
Franklin v. Llantrisant and Taff Vale Railway Company. Special case	
Allison and wife v. Smith. Demurrer	
Blake v. Calder V. S. Company. Demurrer	

Groves v. West India, &c., Steamship Company. Special case.
 Ireland v. Livingstone. Special case.
 Nelson v. Richardson. Appeal.
 Motion v. Tuck and others. Demurrer.
 Kynaston v. Hughes. Demurrer.
 Spittle v. Horton and others. Special case.
 Pascoe v. Young and another. Appeal.
 Nicholl v. Trinidad Petroleum Company. Special case.
 Pendergalt v. Watson. Demurrer.
 Mack v. Swann. Special case.
 Hudson v. The Thames Conservators and others. Special case.
 Brook v. Baxter and another. Demurrer.
 White v. The Mayor, Aldermen, and Burgesses of Sheffield. Demurrer.
 Fletcher v. The Mayor, &c., Borough York. Demurrer.
 Wolf and another v. Serjeant. Demurrer.
 Carpenter v. Alexander. Appeal.
 Dunc v. Bridges. Appeal.
 Bowring v. Shepherd. Special case.
 Macgregor v. Isle. Demurrer.
 Smith v. Buckingham. Demurrer.

ENLARGED RULES.

First Day.

Mander v. Crispin.
 Hathway v. Griffiths.
 In the matter of William Smith, Agent, &c.
 In the matter of J. C. E. Weigart.
 Yorkshire-Reg. v. The Skipton and Wharfedale Railway Company.
 [Mr. Philbrick; Mr. Grantham]

CROWN PAPER.

For Judgment.

Farrer v. Close.
 Reg. v. Wood.
 Reg. v. Kennett.

For Argument.

Margate—Margate Pier and Harbour v. Town Council of Margate.
 Yorkshire—Brook v. Dawson.
 Yorkshire—Reg. v. Burrow.
 Yorkshire—Reg. v. Bridgehouse.
 Yorkshire—Radcliffe v. Pattinson.
 Brighton—Black v. Sackett.
 Yorkshire—Hinchcliffe v. The Queen.
 London—Reg. v. Scott (Chamberlain of London).
 Essex—Field v. Thorne.
 Southampton—Milton v. Troke.
 Yorkshire—Wakefield Local Board of Health v. Perkins.
 Liverpool—Poor Law Commissioners for Ireland v. The Vestry of Liverpool.
 Middlesex—Guardians of Hendon Union v. Bowles.
 Middlesex—Reg. v. Diplock.
 METROPOLITAN POLICE DISTRICT—Circular Delivery Company v. Clark.
 METROPOLITAN POLICE DISTRICT—Clark v. The Vestry of St. Pancras.
 Cheshire—Reg. v. Inhabitants of Isle of Ely.
 Lancashire—Edwards v. Overseers of Rusholme.
 Yorkshire—Reg. v. Skelton.
 Lancashire—Freestone v. Casswell.
 Liverpool—Thompson v. Greig.
 Halifax—Bulmer v. Magson.
 Scarborough—Cooke v. Smales.
 Lancashire—Harrison v. Adams.
 Montgomeryshire—Guardians of Machynlleth Union v. Churchwardens of Lower Parish of Pool.
 Lancashire—Hall v. Potter.
 Surrey—London and Suburban Land and Building Company v. Guardians of Kingston Union.
 Bedfordshire—The Churchwardens of Luton v. Brickwood.
 Worcestershire—Mercer v. Woodgate.
 Surrey—Smith v. Mackie.
 Essex—Colls v. The Churchwardens of Lansdon.
 Middlesex—Reg. v. The Vestry of St. Luke's, Chelsea.
 Middlesex—Steele v. The Midland Railway Company.
 Bedfordshire—Reg. v. The Inhabitants of the Parish of Odell.
 Yorkshire—Cocker v. Cardwell and others.
 Camberton—Kent v. Astley.
 London—Daw v. Carter.
 Staffordshire—Deakin v. Deakin.

Court of Common Pleas.

Sittings at Nisi Prius—In Term.

Middlesex.
 Monday May 24 | Friday June 4
 Monday May 31

No London Sittings this Term.

AFTER TERM.

Middlesex. London.
 Monday June 14 | Friday June 25
 Sittings in Banco.
 Saturday .. May 22 Motions and new trials
 Monday 24 Ditto
 Tuesday 25 Ditto
 Wednesday 26 Ditto
 Thursday 27 Special paper
 Friday 28 Motions and new trials
 Saturday 29 Ditto
 Monday 30 Ditto
 Tuesday 31 Ditto
 Wednesday .. June 1 Special paper
 Thursday 2 Motions and new trials
 Friday 3 Special paper
 Saturday 4 Motions and new trials
 Monday 5 Ditto
 Tuesday 6 Special paper
 Wednesday 7 Motions and new trials
 Thursday 8 Ditto
 Friday 9 Ditto
 Saturday 10 Ditto
 Monday 11 Ditto
 Tuesday 12 Ditto

NEW TRIAL PAPER.—ENLARGED RULES.

Woolley v. The North London Railway Company.
 Same v. Same.
 Moved Michaelmas Term 1866.
 Surrey—Merchant Company v. Benthall.
 [Willes, J.—Mr. J. Brown]
 Moved Hilary Term 1869.
 Middlesex—Banghan v. Physick. (Part heard).
 [L. C. J.—Mr. Huddleston]
 London—Foster v. Mackinnon, Bart.
 [L. C. J.—Solicitor General]

LONDON—Buchholt v. Reif.
 LONDON—Llanfair Green and Blue Slate Company v. Man.
 [Smith, J.—Mr. Kelly]
 [Smith, J.—Mr. Joyce]

Moved Easter Term 1869.

MIDDLESEX—Jones v. Llewellyn [Byles, J.—Mr. H. James]
 MIDDLESEX—Hodges Distillery Company v. Smith. (On affidavits). [Byles, J.—Hon. A. Thesiger]
 MIDDLESEX—Bonwell v. Savin.
 [Byles, J.—Mr. Bosanquet]

MIDDLESEX—Corbyn v. Bandman.
 [Byles, J.—Mr. Pearce]

MIDDLESEX—Blackman v. The London, Brighton, and South Coast Railway Company.
 [Byles, J.—Mr. Laing]

MIDDLESEX—Wood v. Wood.
 [Byles, J.—Mr. Seymour]

MIDDLESEX—Willis v. Leslie.
 [Brett, J.—Mr. Joyce]

LONDON—Bencroft v. Pickering.
 [L. C. J.—Sir G. Honyman]

LONDON—Johnson v. Carvill and another.
 [L. C. J.—Sir G. Honyman]

LONDON—Field v. Megaro.
 [L. C. J.—Sir G. Honyman]

LONDON—Pearson v. Plucknett.
 [Byles, J.—Sir J. P. Perry]

LONDON—Younger v. Nettleton.
 [Keating, J.—Mr. Lopes]

BRISTOL—Pillar v. The Lynton Coal and Iron Company.
 [Smith, J.—Mr. Pridmore]

LIVERPOOL—Adams v. The Lancashire and Yorkshire Railway Company.
 [Brett, J.—Mr. Holker]

SURREY—Lavoice v. Scholefield, P. O., &c.
 [Mellor, J.—Sir G. Honyman]

MANCHESTER—Tatham v. Dania.
 [Lush, J.—Mr. Manisty]

MANCHESTER—Sagar v. The Lancashire and Yorkshire Railway Company.
 [Lush, J.—Mr. Pope]

LINCOLN—Musgrave v. The Manchester, &c., Railway Company.
 [Hayes, J.—Mr. Overend]

LINCOLN—Heffield v. Meadows.
 [Hayes, J.—Mr. Boden]

LEEDS—Trumble v. The Midland Railway Company. (On affidavits).
 [Hayes, J.—Mr. Stephens]

For Judgment.

Loder v. Gladstone.
 Same v. Same.
 Dungey v. The Mayor of London.
 Morris v. Ogden.

SPECIAL PAPER.

For Argument.

Thursday, May 27.

London Finance Association v. Waring. Special case.
 Mortimer v. Broadwood. (Part heard.) Special case.
 Btish v. Leese. Special case. (To stand over till issue in fact tried.)

Btish v. Bradford. Demurrer.
 Shrimpton v. Searle. Demurrer.
 Cracknell v. Mayor of Theford. Demurrer.

Smith v. Earl Dudley. Demurrer.
 The International Financial Company v. Burke. Special case.

Metropolitan Board of Works v. The Parish of St. Ann. Special case.

Financial Corporation v. Lawrence. Demurrer.
 Williams v. Greenough. Special case.

Clarke v. Crowder. Appeal.
 Vivian v. Mersey Dock and Harbour Board. Special case.

Neame v. Wilson. Special case.
 Sansom v. Vestry of St. Leonard's, Shoreditch. Special case.

Marshall v. Stanley. Special case.
 English Joint Stock Bank v. Beecham. Demurrer.

Yett v. London, Brighton, and South Coast Railway Company. Demurrer.

New Quebrada Company v. Carr. Demurrer.
 Homes v. Love. Demurrer.

Ames v. Waterlow. Demurrer.
 Roberts v. Bury Improvement Commissioners. Demurrer.

Zammet v. Gabrielli. Demurrer.
 Farrow v. Wilson and Wife. Demurrer.

Eastwood v. Green and others. Demurrer.
 Grant v. Grant. Special case.

The Great Eastern Railway Company v. Jacob. Special case.

Bristowe and another v. Booth. Special case.
 Barnes v. Johnson. Special case.

Eyton (clerk) v. Jones and others. Special case.
 Hooper v. Marshall. Demurrer.

London and South Western Railway Company v. Myers. Appeal.

Bovill v. Steel. Demurrer.
 Raben and another v. Ludgate. Demurrer.

Guardians of the Poor of Melling Union v. Graham. Special case.

The Southampton Imperial Hotel Company v. The London and South Western Railway Company. Demurrer.

Adams v. The Lancashire and Yorkshire Railway Company. Demurrer.

To be argued with New Trial.

Lodgill v. Secretan. Special case.

Tuesday June 1.

The Ilfracombe Railway Company v. Nash. Special case.
 Gregory and others v. The Metropolitan Railway Company. Demurrer.

Thursday June 3.

Tuesday June 5.

REGISTRATION APPEALS.

Barnes (app.); Peters (resp.).
 Perowne (app.); Same (resp.).
 Bakewell (app.); Same (resp.).
 Swarbrick (app.); Beswick (resp.).

Court of Exchequer.

Sittings at Nisi Prius—In Term.

Middlesex.
 Monday May 24 | Monday June 7
 Monday May 31

There will be no sittings in London this Term.

AFTER TERM.

Middlesex. London.
 Monday June 14 | Monday June 28
 Sittings in Banco.
 Saturday .. May 22 Motions per new trials
 Monday 24 Per motions and new trials
 Tuesday 25 Motions and new trials
 Wednesday 26 Ditto
 Thursday 27 Ditto
 Friday 28 Ditto
 Saturday 29 Ditto
 Monday 30 Special paper
 Tuesday .. June 1 Motions and new trials

Wednesday June 2 Special paper
 Thursday 3 Motions and new trials
 Friday 4 Ditto
 Saturday 5 Ditto
 Monday 7 Special paper
 Tuesday 8 Motions and new trials
 Wednesday 9 Ditto
 Thursday 10 Ditto
 Friday 11 Ditto
 Saturday 12 Ditto

NEW TRIAL PAPER.

For Judgment.

Prince v. Knowles.
 Nunns v. Wilkinson.

Mayor of Dorchester v. Ensor.

For Argument—Moved Hilary Term 1864.

LIVERPOOL—Brabner v. McCann. (To stand over).
 [Williams, J.—Mr. Temple]

Moved Easter Term 1866.

LONDON—General Steam Navigation Company v. British Colonial Steamship Company. (Stand over).
 [L. C. B.—Sir J. Karlake]

Moved Michaelmas Term 1866.

NOTTINGHAM—Sanderson v. Midland Railway Company. (To stand over).
 [Smith, J.—Mr. Field]

Moved Michaelmas Term 1867.

LINCOLN—Earl Beauchamp v. Inclosure Commissioners for England and Wales. (To stand over).
 [Pigott, B.—Mr. Field]

Moved Easter Term 1868.

CARLISLE—Mayor of Carlisle v. Graham.
 [Lush, J.—Mr. Mellish]

Moved Hilary Term 1869.

MIDDLESEX—Clarke v. Walker. (To stand over).
 [Martin, B.—Mr. Baylis]

Moved Easter Term 1869.

MIDDLESEX—Drew v. Myer. (Not to be argued till Hopkins v. Myer has been decided).
 [Bramwell, B.—Mr. Cohen]

LONDON—Walker v. Cory. (To stand over).
 [L. C. B.—Mr. Prentice]

CHESTER—Chapman v. Jones (Clerk).
 [L. C. B.—Mr. Giffard]

CHESTER—Walker v. Bradshaw.
 [L. C. B.—Mr. Giffard]

MAIDSTONE—Baker v. Taylor. (To stand over for parties to agree to set process).
 [Cockburn, L. C. J.—Mr. Denman]

KINGSTON—Darling v. Cooper. (To stand over till after trial of Beecham v. Cooper).
 [Bramwell, B.—Mr. Thesiger]

CLEASTER—Lewis v. Benton.
 [Channell, B.—Mr. H. Lloyd]

LEICESTER—Cox v. Lee.
 [Pigott, B.—Mr. Bulmer]

LINCOLN—Stainton v. The Gainsborough Local Board of Health.
 [Hayes, J.—Mr. Field]

YORK—Holmes v. The North-Eastern Railway Company.
 [Cleasby, B.—Mr. Overend]

YORK—Freeman v. The North-Eastern Railway Company.
 [Cleasby, B.—Mr. Overend]

LEEDS—Spendlove v. The Midland Railway Company.
 [Hayes, J.—Mr. Waddy]

DORCHESTER—Harvey v. The Mayor, &c., of the Borough of Lyme Regis.
 [Byles, J.—Mr. Kingdon]

BRISTOL—Bolkow, Vaughan, &c., Company v. The Chiltern Hills Spring Water Company.
 [Smith, J.—Mr. Cole]

BRISTOL—Hopkins v. Ware (Executors).
 [Smith, J.—Mr. Kingdon]

GLOUCESTER—The London and North-Western Railway Company v. Giles and others.
 [Keating, J.—Mr. Gray]

GLOUCESTER—The Kingswood C. and I. Company v. Monks.
 [Keating, J.—Mr. Powell]

NEWCASTLE—Hodgkin v. Brown and others.
 [Lush, J.—Mr. Davison]

LIVERPOOL—Hart v. The Lancashire and Yorkshire Railway Company.
 [Brett, J.—Mr. Manisty]

LIVERPOOL—Bennet v. Humphreys.
 [Brett, J.—Mr. Holker]

Moved after the Fourth Day of Easter Term 1869.

MIDDLESEX—Hodge v. O'Sullivan.
 [Channell, B.—Mr. Joyce]

MIDDLESEX—Lascelles v. Stopker.
 [Channell, B.—Mr. H. James]

MIDDLESEX—Johns v. The London and South Western Railway Company.
 [Channell, B.—Mr. H. James]

MIDDLESEX—Langstaff v. Baker.
 [Channell, B.—Mr. H. James]

EXCHEQUER SPECIAL PAPER.

For Judgment.

Davis v. Haycock.
 Kendal v. Wood.

For Argument.

Campbell v. Dufaur. Demurrer. (Part heard. To stand over).
 Vestry Mile End Old Town v. Humber. Demurrer. (Part heard. To stand over).

Downing v. Mowlem. Demurrer. (Part heard. To stand over).
 Riche v. The Ashbury Railway Company. Demurrer. (Stand over).

Smith v. Birkbeck. Demurrer. (To be argued with new trial).
 Secker v. The Credit Foncier and Mobilier of England. Demurrer.

Waugh v. The North British Company. Demurrer. (Part heard. To stand over).
 Case v. Storey. Appeal.

Mackay v. Arrowsmith. Demurrer.
 Larcombe v. March. Appeal.

Godwin v. Stone. Demurrer.
 The Financial Corporation v. Jervis. Special case.

Winn v. Mossman. Special case.
 Davies v. Taylor. Demurrer.

Dewhurst v. Midgley and others. Demurrer.
 Same v. Same. Demurrer.

Barrows v. Green. Demurrer.
 In the Matter of an Arbitration between Whitehouse and another v. The Wolverhampton and Walsall Railway Company. Special case.

Brereton v. De Simencourt. Appeal.
 Ferguson v. Vanden Brock. Demurrer.

Baines v. Swan. Special case.
 Wheeler and another v. the Metropolitan Board of Works. Special case.

Maxsted v. Morris. Special case
The Guardians of the Poor of East London Union v.
The Metropolitan Railway Company. Demurrer
Granville v. Finch. Special case
Wilson v. The Agricultural Hall Company. Demurrer
Norton v. Dixon. Demurrer
Dickinson v. The Metropolitan Board of Works. Demurrer

Exchequer Chamber.

This Court will sit on Monday, May 24, at 10 o'clock.
QUEEN'S BENCH ERRORS.

For Argument.

Engell v. Fitch and others
Smith v. Platt
Osgood v. Nelson
The Taff Vale Railway Company v. Boyle
Sadler v. Smith
Crawshaw v. Morgan
Reid v. Stokes
Frind v. Buckley
Huddart v. Rigby

COMMON PLEAS ERRORS.

For Judgment.

Astley v. Gurney
Potter v. Rankin. (Part heard)
Bradlaugh v. De Rin
South of Ireland Colliery Company (Limited) v. Waddell
Xenos v. Fox

EXCHEQUER ERRORS.

For Argument.

Niebuhr v. Pritchard
Barkham v. Du Thon and others
Climie v. Wood

Court of Criminal Appeal.

This Court will sit on Saturday, May 29, at 10 o'clock.

THE GAZETTES.

Bankrupts.

Gazette, May 14.

To surrender at the Bankrupts' Court, Basinghall-street.

ASHFOLD, AUGUSTUS, greengrocer, King's-pl. and Church-st., King's-rd, Chelsea. Pet. May 8. Reg. Pepps. O. A. Graham.
BARKHAM, EDWARD, bank manager, Ramsay. Pet. May 1. O. A. Stansfeld.
BENTON, CHARLES, journeyman carpenter, Smith-st., Clerkenwell. Pet. May 10. Reg. Brougham. O. A. Stansfeld. Spl. Craven, Dean's-ct, Doctors'-commons. Sur. June 2
BEST, JOSEPH, attorney-at-law, Burton-crescent. Pet. May 7. Reg. Pepps. O. A. Graham. Sol. Peckham, Doctors'-commons. Sur. June 3
BOWLES, GEORGE, timber merchant, Deptford. Pet. May 8. Reg. Pepps. O. A. Graham. Sols. Sandon and Co., Adelaide-chambers, Gracechurch-st. Sur. June 3
BURTON, JOSEPH, grocer, Bourne-mouth. Pet. May 11. Reg. Pepps. O. A. Graham. Sol. Barrett, Bell-yd, Doctors'-commons. Sur. June 3
BUSSELL, JOHN, formerly cowkeeper, Flemming-st., Kingsland. Pet. May 1. Reg. Roche. O. A. Parkyns. Sol. Harrison, Basinghall-st. Sur. June 2
CARVER, HENRY, accountant, Deptford-green, Deptford. Pet. May 11. O. A. Stansfeld. Sol. Robertson, Martin's-la, Cannon-st. Sur. June 2
CASTLE, HENRY, late cab proprietor, Edwards-sq, Kensington. Pet. May 11. Reg. Pepps. O. A. Graham. Sol. Pullen, Cloisters, Temple. Sur. June 3
CROFT, JAMES, formerly beer retailer, Jackson's-pl, Walham-green. Pet. May 12. Reg. Roche. O. A. Parkyns. Sol. Drake, Basinghall-st. Sur. June 2
FREEMAN, WILLIAM JAMES, lithographic printer, Little Trinity-la. Pet. May 10. Reg. Brougham. O. A. Stansfeld. Sol. Kimberley, Scott's-yd, Bush-la. Sur. June 2
FULLER, CORNELIUS WETHERELL, currier, Northampton, and Bury-st, Mary-st, Grove-st, Commercial-rd, Peckham. Pet. May 10. O. A. Stansfeld. Sols. Miller and Stubbs, Eastcheap. Sur. May 26
GOODGE, JOSEPH, licensed victualler, Acton-green, Turnham-green. Pet. May 12. Reg. Roche. O. A. Parkyns. Sol. Godfrey, Station-gate. Sur. May 26
GRIFFIN, WILLIAM, grocer, Gill-st, Fulham-fds. Pet. May 11. Reg. Pepps. O. A. Graham. Sol. Gostley, Bow-st, Covent-gdn. Sur. June 3
HILL, JOSEPH, formerly auctioneer, Brighton. Pet. May 12. O. A. Stansfeld. Sols. Bunklers and Co., Walbrook. Sur. May 26
HALLION, CHARLES THOMAS, of no business, Werrington-st, Oakley-sq, Camden-town. Pet. May 10. Reg. Pepps. O. A. Graham. Sol. Godfrey, South-sq, Gray's inn. Sur. June 3
HAYS, WILLIAM IVORY, commission agent, Riches-ct, Lime-st, and Ivy-bank, Fulham. Pet. May 8. O. A. Stansfeld. Sols. Blackford and Ruhes, Great Swan-alley, Moorgate-st. Sur. May 26
HODGSON, JOSEPH, trimming manufacturer, Noble-st. Pet. May 10. Reg. Murray. O. A. Parkyns. Sols. Blackford and Ruhes, Great Swan-alley, Moorgate-st. Sur. May 31
JONES, JAMES STRANGE, commission agent, Fen-ct, Fenchurch-st, and Leytonstone. Pet. May 11. Reg. Roche. O. A. Parkyns. Sol. Lindus, Chesham-st. Sur. June 2
KNIGHT, WILLIAM LAKE, farmer, Telford Evis. Pet. May 10. Reg. Roche. O. A. Parkyns. Sols. Nickinson and Co., Chancery-la. Sur. June 3
REWMAN, OSCAR, commission merchant, Brixton, and Mason's-avenue, Coleman-st. Pet. May 5. O. A. Stansfeld. Sols. Messrs. Lewis, Ely-pl. Sur. May 26
RICHARDSON, ROBERT, grocer, Langley-pl, Commercial-rd east. Pet. May 12. Reg. Roche. O. A. Parkyns. Sol. Gausseus, New Broad-st. Sur. June 2
RIGBY, FRANK DIXON, solicitor, Basinghall-st, and Mansion-st, Clerkenwell. Pet. May 4. Reg. Brougham. O. A. Stansfeld. Sol. Brown, Basinghall-st. Sur. May 26
RUSSELL, JOHN, journeyman pork butcher, Berwick-st, Soho. Pet. May 10. Reg. Roche. O. A. Parkyns. Sol. Clarke, St. Mary's-sq, Paddington. Sur. June 2
SMITH, GEORGE HENRY, formerly gardener, Broad-green, Croydon. Pet. May 12. Reg. Pepps. O. A. Graham. Sol. Nind, Basinghall-st. Sur. June 4
TAYLOR, ROBERT, contractor, Graham-rd, Dalston, and Grosvenor-pl, Camberwell. Pet. May 6. Reg. Pepps. O. A. Graham. Sol. Blackpool, Pinner-lake, Old Broad-st. Sur. May 26
THOMPSON, WILLIAM, baker, Tottenham. Pet. May 12. Reg. Roche. O. A. Parkyns. Sols. Messrs. Lewis, Wilmington-sq, Clerkenwell. Sur. June 2

TURNER, JOHN, smith, Langford, near Biggleswade. Pet. May 12. O. A. Stansfeld. Sol. Godfrey, Hatton-gdn. Sur. June 2
TYARS, JAMES, omnibus proprietor, Devonshire-pl, Green-lanes, Stoke Newington, and Baiter-arch, Aubin-st, Waterloo-rd. Pet. May 10. Reg. Pepps. O. A. Graham. Sol. Earle, Bedford-row, Holborn. Sur. June 3
VANDENBERGH, JULIUS ARNOLDUS RYKE, shipowner, Ports-mouth. Pet. May 10. Reg. Pepps. O. A. Graham. Sols. Link-lakers and Col. Walker. Sur. June 3
WHITE, FREDERICK, draper, Harwich. Pet. April 15. O. A. Stansfeld. Sur. June 2
WHYMPER, HENRY WILLIAM, music dealer, Tottenham. Pet. May 10. Reg. Roche. O. A. Parkyns. Sol. Abbott, Worship-st, Finsbury. Sur. June 2
WILCOX, HENRY, plumber, South Norwood. Pet. May 10. Reg. Roche. O. A. Parkyns. Sol. Crook, Moorgate-st. Sur. May 26
WILSON, STANLEY WYNHAM, retired officer of Indian army, Putborough. Pet. May 12. O. A. Carrick. Sols. Benoraft, Barstap, and Messrs. Rodgers, Exeter. Sur. May 26
ANTHONY, GEORGE, Godwin-park. Pet. May 8. Reg. O. A. Hubbersty. Sol. Smith, Derby. Sur. May 25
ARNOLD, ISAAC, innkeeper, Porchfield, Isle of Wight. Pet. May 11. Reg. O. A. Blake. Sol. Beckingsale, Newport. Sur. May 26
BARR, WILLIAM, tailor, Devonport. Pet. April 13. Reg. O. A. Pearce. Sols. Beer and Rundle, Devonport. Sur. May 26
BALL, WILLIAM THOMAS BROWN, grocer, Dudley. Pet. May 10. Reg. O. A. Walker. Sol. Stokes, Dudley. Sur. May 27
BARTHAM, HENRY, painter, Leeds. Pet. May 11. Reg. O. A. Marshall. Sol. Pickering, Leeds. Sur. May 21
BEWLEY, WILLIAM THOMAS FOX, Whitstable. Pet. May 11. Reg. O. A. Callaway. Sols. Sankey, Son, and Flint, Canterbury. Sur. May 18
BLACKMAN, HENRY, victualler, formerly, Walsall. Pet. May 12. Reg. Tudor. O. A. Kinnear. Sols. Brevitt, Darlington. Sur. May 28
BLACKBURN, JOHN, labourer, Heckington. Pet. May 10. Reg. O. A. Peake. Sol. Harrison, Lincoln. Sur. May 24
BRIDGES, FREDERICK, fly stable keeper, Liverpool. Pet. May 6. Reg. O. A. Hime. Sol. Wood, Liverpool. Sur. May 24
BROADFIELD, ARNOLD, tea dealer, Highgate, near Birmingham. Pet. May 11. Reg. O. A. Guest. Sol. Free, Birmingham. Sur. May 24
BUMPS, THOMAS, jun., tailor, Birmingham. Pet. May 12. Reg. O. A. Guest. Sol. Duke, Birmingham. Sur. June 4
BURGOYNE, THOMAS, lace makers, Nottingham. Pet. May 13. Reg. Tudor. O. A. Harris. Sol. Bell, Nottingham. Sur. May 25
CASD, JOHN, journeyman printer, Hull. Pet. May 11. Reg. O. A. Phillips. Sol. Summers, Hull. Sur. May 31
CAIRNS, THOMAS, publican, Sunderland. Pet. May 11. Reg. O. A. Ellis. Sol. Brown, Sunderland. Sur. May 27
CLAYTON, JOHN, jun., farm labourer, Hale, near Altrincham. Pet. May 12. Reg. O. A. Southern. Sol. Roberts, Manchester. Sur. May 25
CLEMONS, MARGARET, grocer, Manchester. Pet. May 11. Reg. O. A. Hulton. Sol. Sutton, Manchester. Sur. May 29
COLL, MARK LANCEY, tailor, West Cowes, Isle of Wight. Pet. May 8. Reg. O. A. Blake. Sol. Joyce, Newport. Sur. May 26
COOMER, WILLIAM, shoemaker, Christchurch. Pet. May 8. Reg. O. A. Roberts. Sols. Tan and Wade, Newport. Sur. May 25
CORLEY, JOHN, farmer, Thebridge. Pet. May 8. Reg. O. A. Sparkes. Sol. Burrow, Cullumpton. Sur. May 26
DAY, WILLIAM, farm bailiff, Lincoln. Pet. May 30. Reg. O. A. Peels. Sol. Morris, Shrewsbury. Sur. May 31
DUMELLO, WILLIAM, commission agent. Pet. May 25. Reg. Tudor. O. A. Harris. Sol. Maples, Nottingham. Sur. May 25
DUNS, JOHN, grocer, Hull. Pet. May 12. O. A. Young. Sol. Jacobs, Hull. Sur. May 26
DURY, ANTOINE, decorative painter, Warwick. Pet. May 11. Reg. Hill. O. A. Kinnear. Sols. Passman, Warwick, and Messrs. Hodgson, Birmingham. Sur. May 26
ELLIS, JAMES, china dealer, Norwich. Pet. May 11. Reg. O. A. Broughton. Sol. John, Apleton. Sur. May 27
FAIRLEY, ROBERT, rope manufacturer, Sunderland. Pet. May 10. Reg. Gibson. O. A. Laidman. Sol. Eglinton, Sunderland. Sur. May 25
FARKER, ROBERT, journeyman painter, Birchington. Pet. May 10. Reg. O. A. Isaacson. Sol. Dorman, Margate. Sur. May 25
FIELD, JOHN, banker's clerk, Norwich. Pet. May 12. Reg. O. A. Palmer. Sol. Pilgrim, Norwich. Sur. May 25
FOOT, EDWARD, widow, Lodge-chapel, Middlesex. Pet. May 10. O. A. Turner. Sols. Forshaw, Goodman, and Hawkins, Liverpool. Sur. May 27
FOULDS, JOSEPH, joiner, Halifax. Pet. May 12. Reg. O. A. Rankin. Sol. Storey, Halifax. Sur. May 25
FOX, WILLIAM, victualler, Baiter-arch, Middlesex. Sur. May 12. Reg. O. A. Challinor. Sol. Salt, Tunstall. Sur. June 5
FUTERS, THOMAS, draper, Crook. Pet. May 11. Reg. O. A. Trotter. Sol. Brignall, jun., Durham. Sur. May 31
GAGE, WILLIAM, beerhouse keeper, York. Pet. May 11. Reg. O. A. Cusley. Sol. Balmridge, Baiter-arch, Middlesex. Sur. May 31
GRAHAM, GEORGE, commission agent, Leeds. Pet. May 7. Reg. O. A. Marshall. Sol. Whitley, Leeds. Sur. May 24
GREENOUGH, REUBEN, collier, Wigan. Pet. May 12. Reg. O. A. Part. Sol. Leader, Wigan. Sur. June 24
GUTH, JOHN, grocer, Peterborough. Pet. May 12. Reg. O. A. Lanning. Sol. Adams, Pembroke. Sur. May 31
HALL, STEPHEN, broker, Hanley. Pet. May 12. Reg. O. A. Challinor. Sol. Welch, Hanley. Sur. June 5
HAWKES, JAMES, out of business, Great Harborne. Pet. May 11. Reg. O. A. Watson. Sol. Parry, Birmingham. Sur. May 31
HEATLEY, JAMES, plumber, Whitehaven. Pet. May 10. Reg. O. A. Vere. Sol. Mason, Whitehaven. Sur. May 25
HERKETH, JAMES, farm labourer, Brightmet, near Bolton. Pet. May 10. Reg. O. A. Holden. Sols. Hall and Rutter, Bolton. Sur. May 26
HULSTON, WILLIAM, bootmaker, Birmingham. Pet. May 12. Reg. O. A. Guest. Sol. Walford, Birmingham. Sur. June 4
JOHNSON, WILLIAM, farmer, Sheerness. Pet. May 11. Reg. O. A. Water. Sol. Willis, Solihull. Sur. May 31
JOLLY, HENRY, jeweller, Castle Donington. Pet. May 11. Reg. Tudor. O. A. Harris. Sol. Deane, Loughborough. Sur. May 12
KAY, ABRAHAM, woolstapler, Halifax. Pet. April 17. O. A. Young. Sur. May 31
KENNY, ELIZABETH, and KENNY, ROBERT WILLIAM, flour dealers, Great Nelson. Pet. May 11. O. A. Turner. Sol. Pemberton, Liverpool. Sur. May 31
KING, WALTON, out of business, Bath. Pet. May 10. Reg. Wilde. O. A. Acraman. Sol. Taddy, Bristol. Sur. May 24
LACE, CHARLES, KIPING, general merchant, Liverpool. Pet. May 10. O. A. Turner. Sols. Lacey, Banner, Gill, Newton, and Bushby, Liverpool. Sur. May 25
LATHAM, GEORGE, colour maker, Caverswall. Pet. May 11. Reg. O. A. Daniel. Sol. Leech, Newcastle-under-Lyme. Sur. May 19
LEY, EDWARD, bill poster, Exeter. Pet. May 11. Reg. O. A. Daw. Sol. Fryer, Exeter. Sur. May 24
LIDGE, BENJAMIN, commercial traveller, Birmingham. Pet. May 6. Reg. O. A. Guest. Sol. Parry, Birmingham. Sur. June 4
MANN, FREDERICK, music seller, Colchester. Pet. May 7. Reg. O. A. Barnes. Sol. White, Colchester. Sur. May 29
MARINER, GEORGE, operative cotton spinner, Bolton. Pet. May 10. Reg. O. A. Holden. Sols. Edge and Dawson, Bolton. Sur. May 26
MELHUISE, WILLIAM, carpenter, Shillingstone. Pet. May 10. Reg. O. A. Johns. Sol. Atkinson, Blandford. Sur. June 5
MEREDITH, ROBERT FITZGERALD, clerk, Halstock. Pet. May 8. O. A. Carrick. Sol. Campion, Exeter. Sur. May 25
MURPHY, GEORGE SPEDER, victualler, West Derby. Pet. May 10. O. A. Turner. Sol. Price, Liverpool. Sur. May 27
MITCHELL, JOSEPH, farmer, Whitehaven. Pet. May 11. Reg. Gibson. O. A. Laidman. Sol. Bousfield, Newcastle. Sur. May 25
MONROD, JOHN WILLIAM, commission agent, Roath. Pet. May 10. Reg. O. A. Langley. Sol. Ensor, Cardiff. Sur. May 29
NORVILL, WILLIAM, tailor, late Weston-super-Mare. Pet. May 11. Reg. O. A. Davies. Sol. Smith, Weston-super-Mare. Sur. May 26
PARKER, WILLIAM, beer retailer, Bristol. Pet. May 11. Reg. O. A. Harley and Gibbs. Sur. May 25
POWELL, JOHN, pitch heater, Pembroke-dock. Pet. May 11. Reg. O. A. Lanning. Sol. Parry, Pembroke-dock. Sur. May 31
PRESCOTT, WILLIAM CHARLES, merchant, Hull. Pet. May 10. O. A. Young. Sols. Holden and Sons, Hull. Sur. May 26
REDMAN, WILLIAM, shipbroker, Newcastle. Pet. May 8. Reg. Gibson. O. A. Laidman. Sol. Joel, Newcastle. Sur. May 25
RICHARDSON, THOMAS, general merchant, Liverpool. Pet. May 11. O. A. Turner. Sols. Richardson, Oliver, Jones, and Billson, Liverpool. Sur. May 11

ROGERS, JAMES, labourer, Newport. Pet. May 11. Reg. O. A. Roberts. Sol. Cathcart, Newport. Sur. May 25
SANDERSON, THORNTON WILLIAM, victualler, Grays Thurrock. Pet. May 3. Reg. O. A. Southgate. Sol. Brown, Baiter-arch, Middlesex. Sur. May 27
SHELLEY, CHARLES THOMAS, blacksmith, Sudbury. Pet. April 6. Reg. O. A. Andrews. Sol. Mumford, Sudbury. Sur. May 24
SHEPHERD, JOHN SNARY, journeyman scale fitter, Birmingham. Pet. May 11. Reg. O. A. Guest. Sol. East, Birmingham. Sur. June 4
SIDAWAY, JOEL, spade manufacturer, Halesowen. Pet. May 12. Reg. Hill. O. A. Kinnear. Sol. Allen, Birmingham. Sur. May 29
SMITH, ROBERT (and not William as previously advertised), Devonport. Pet. April 15. Reg. O. A. Pearce. Sols. Sole and Gill, Devonport. Sur. May 26
SMITH, SIMON, jun., and SMITH, JOHN THOMAS, cotton spinners, Oldham. Pet. May 12. Reg. Fardell. O. A. M'Neill. Sols. Cobbett, Wheeler, and Cobbett, Manchester. Sur. May 31
TOWNSEND, RICHARD, Greenlocks, near Ripley. Pet. May 8. Reg. O. A. Hubbersty. Sol. Smith, Derby. Sur. May 25
WARNER, WALTER, out of business, Littlehampton. Pet. May 10. Reg. O. A. Holmes. Sol. Lamb, Brighton. Sur. June 5
WHEATLY, WILLIAM, innkeeper, Birmingham. Pet. May 6. Reg. Tudor. O. A. Kinnear. Sols. Barlow and Smith, Birmingham. Sur. May 28
WILKINSON, EDWIN ADOLPHUS JAMES, surgeon, Kingsnorton. Pet. May 12. Reg. Hill. O. A. Kinnear. Sols. Stubbs and Focke, Birmingham. Sur. May 26
WOOD, THOMAS, Aldermaston, Liverpool. Pet. May 11. O. A. Turner. Sol. Masters, Liverpool. Sur. May 31
WRIGHT, WILLIAM, Joiner, Oldham. Pet. May 10. Reg. Fardell. O. A. M'Neill. Sol. Storer, Manchester. Sur. June 2

Gazette, May 18.

To surrender at the Bankrupts' Court, Basinghall-street.

BROWN, GOODMAN, zinc worker, Bassett-rd, Notting-hill. Pet. May 14. O. A. Stansfeld. Sol. Drake, Basinghall-st. Sur. June 2
BUTCHER, FREDERICK ELLIOTT, grocer, Plumstead. Pet. May 6. O. A. Stansfeld. Sols. Howard and Co., Poultry. Sur. June 3
CLARK, CHARLES, commission agent, Western-villas, Paddington. Pet. May 13. Reg. Pepps. O. A. Parkyns. Sol. Buchanan, Basinghall-st. Sur. June 2
CHAPMAN, THOMAS, pork butcher Goldsmith's-row, Hackney-rd. Pet. May 12. Reg. Pepps. O. A. Graham. Sol. Cooke, Gresham-bldgs. Sur. June 4
COOPER, NORMAN, tailor, Oak-hill-pl, Peckham. Pet. May 7. Reg. Pepps. O. A. Graham. Sol. Durant, Guildhall-chimbs. Sur. June 3
COOPER, ALFRED, out of business, Queen-st, Twickenham. Pet. May 15. Reg. Murray. O. A. Parkyns. Sols. Treherne and Focke, Aldermaston. Sur. May 26
COLBORNE, CHARLES, commercial clerk, Forest Gate. Pet. May 12. Reg. Roche. O. A. Parkyns. Sol. Kimberley, Scott's-yd, Cannon-st. Sur. June 2
DAVIS, ALFRED, glass shade merchant, High-st, Camden-town, and Kentish-town. Pet. May 13. Reg. Murray. O. A. Parkyns. Sol. Godfrey, Hatton-gdn. Sur. May 31
DAY, JOHN, house agent, Bedford-rd, Tottenham-cr-rd. Pet. May 11. Reg. Pepps. O. A. Graham. Sol. Watson, Basinghall-st. Sur. June 3
EDWARDS, NORMAN FREDERICK FORESTER, out of employment, College-st, West Greenwich. Pet. May 13. Reg. Pepps. O. A. Graham. Sol. Watson, Basinghall-st. Sur. June 4
EDWARDS, JOHN, outfitter, Reigate. Pet. May 13. Reg. Roche. O. A. Parkyns. Sol. Childley, Lincoln's-inn-fields. Sur. June 2
EYRE, JAMES, wine merchant, Bridport-st, Westminster. Pet. May 14. Reg. Pepps. O. A. Graham. Sol. Nettleship, Trafalgar-sq. Sur. June 4
EMERY, GEORGE, ham and beef shop keeper, Gray's-inn-rd, Kilburn. Pet. May 14. O. A. Stansfeld. Sol. Dennis, Southampton-old-rd, Holborn. Sur. June 2
ESCOTT, EDMUND, carpenter, Augustus-st, Regent's-park. Pet. May 15. O. A. Stansfeld. Sol. Greaves, Essex-st, Strand. Sur. June 7
EVERARD, JOB, builder, Yelvertoft. Pet. May 5. Reg. Roche. O. A. Parkyns. Sols. Reed, Phelps, and Sidgwick, Gresham-st, for Messrs. Jeffery, Northampton. Sur. June 2
GOODWIN, THOMAS, foreman to a meat salesman, Hampton-st, Walworth-rd. Pet. May 12. O. A. Stansfeld. Sol. Godfrey, Baiter-arch, Middlesex. Sur. June 2
HARDING, JOHN, builder, railway station and Providence-pl, Shepherd's-bush. Pet. May 14. Reg. Brougham. O. A. Stansfeld. Sol. Kimberley, Scott's-yd, Bush-la. Sur. June 7
HEATHER, THOMAS, clerk in the audit office of the G. W. R. Co., Bedford-st, Paddington. Pet. May 13. Reg. Pepps. O. A. Graham. Sol. Watson, Basinghall-st. Sur. June 4
HEWETT, EDWARD JAMES, no business, Rutland-ter, St. John's-wood. Pet. May 13. O. A. Stansfeld. Sols. Messrs. Lewis, Ely-pl. Sur. June 5
HOLMES, JOHN HENRY, publican, Waltham-green, Fulham. Pet. May 15. O. A. Stansfeld. Sols. Hancock and Co., Carey-st, Lincoln's-inn. Sur. June 7
HORN, GEORGE THOMAS, bookseller's assistant, Chapel-st, Bedford-row. Pet. May 10. Reg. Pepps. O. A. Graham. Sol. Lydall, Southampton-bldgs, Chancery-la. Sur. June 3
JOB, WILLIAM, butcher, Church-st, Greenwich. Pet. May 12. Reg. Pepps. O. A. Graham. Sols. Hughes and Co., Bishopsgate-st-within and Woolwich. Sur. June 4
LAMB, HENRY, builder, Triton-st, Wandsworth. Pet. May 14. Reg. Murray. O. A. Parkyns. Sol. Hicklin, Trinity-sq, Borough. Sur. June 7
LAWS, EDWARD, cab proprietor, Canterbury-pl, Maida vale. Pet. May 13. Reg. Brougham. O. A. Stansfeld. Sol. Kimberley, Scott's-yd, Bush-la. Sur. June 2
MILLEN, WILLIAM, sen., grocer, Sittingbourne. Pet. May 12. Reg. Pepps. O. A. Graham. Sols. Gibson and Co., Abchurch-yd. Sur. June 4
MORLEY, HUGH WALTER, general merchant, Water-la. Pet. May 14. Reg. Pepps. O. A. Graham. Sol. Watson, Basinghall-st. Sur. June 4
MOULLE, LOUIS, commercial clerk, Westmoreland-pl, Camberwell. Pet. May 14. Reg. Brougham. O. A. Stansfeld. Sol. Watson, Basinghall-st. Sur. June 4
NOLAN, EDWARD, waiter, Thomas-st, Oxford-st. Pet. May 12. Reg. Pepps. O. A. Graham. Sol. Kimberley, Scott's-yd, Bush-la. Sur. June 4
PERMAIN, GEORGE THOMAS, miller, Sutton Scotney, near Winchester. Pet. May 15. Reg. Murray. O. A. Parkyns. Sols. Walcott, Teyford, and Bedford, Southampton-st, Bloomsbury, for Faithful, Winchester. Sur. June 7
POTGIETER, JEAN FRANCOIS, tailor, Air-st, Regent-st. Pet. May 12. Reg. Murray. O. A. Parkyns. Sol. Cooke, Gresham-bldgs. Gresham-bldgs. Basinghall-st. Sur. June 2
PRESTON, JOHN WILLIAM, out of business, Wandsworth-rd. Pet. May 12. O. A. Stansfeld. Sol. Morris, Leicester-sq. Sur. June 2
RICKABY, ROBERT, no occupation, Beulah-ter, Leytonstone-rd. Pet. May 13. Reg. Roche. O. A. Parkyns. Sol. Kent, Mitre-ct, Temple. Sur. June 2
SPARK, ALFRED, commission agent, Sun-st, Bishopsgate, and St. Marks-ter, Notting-hill. Pet. May 13. O. A. Stansfeld. Sol. Cooke, Gresham-bldgs, Basinghall-st. Sur. June 2
THOMAS, MORGAN, tea-crocker, High-st, Poplar. Pet. May 13. Reg. Pepps. O. A. Graham. Sol. Siedman, London-wall. Sur. June 4
THOMPSON, THOMAS, glass painter, Newington-green-rd. Pet. May 11. O. A. Stansfeld. Sols. Dubois and Maynard, Church-passage, Gresham-st. Sur. June 2
TURNER, JAMES WILLIAM, commission agent, Trump-st, and Manchester, and Priory Elm-grove, Peckham. Pet. May 12. Reg. Pepps. O. A. Graham. Sol. Harrison, Basinghall-st. Sur. June 4
WAKLEY, GEORGE, eating-house keeper, Tyers-st, Lambeth. Pet. May 14. Reg. Roche. O. A. Parkyns. Sol. Kent, Cannon-st. Sur. June 2
WEBSTER, JOHN, general dealer, Union-st, Notting-hill. Pet. May 11. O. A. Stansfeld. Sol. Drake, Basinghall-st. Sur. June 2
YONG, PETER, carpenter, Upper Kennington-la. Pet. May 15. Reg. Roche. O. A. Parkyns. Sols. Heath and Parker, St. Helen's-pl. Sur. June 2

To surrender in the Country.

ASHENDEN, HANNAH, draper, Hanbury. Pet. May 14. Reg. Tudor. O. A. Kinnear. Sols. James and Griffin, Birmingham. Sur. May 28
ASPLEY, THOMAS, fishdealer, Liverpool. Pet. May 13. Reg. O. A. Hime. Sol. Thornley, Liverpool. Sur. May 31
ATTWOOD, JOSEPH, ironfounder, Coalway-la End, near Coleford. Pet. May 14. Reg. Wilde. O. A. Acraman. Sols. Henderson and Salmon, Bristol. Sur. May 28
BARNETT, JAMES, clothier, Brighton. Pet. May 11. Reg. O. A. Blake. Sur. June 3

Assignment, Composition, Inspectorship, and Trust Deeds.

Gazette, May 14.

ALLAN, JOSEPH, saddler, Durham. May 5. 6s. by two equal instalments, on registration, and in 6 mos.

BRYANT, WILLIAM JAMES, tailor, Stratford-upon-Avon. April 18. 10s. by two equal instalments, on registration, and in 6 mos.

BURLEY, EDWARD, plumber, Balsall-leath. April 20. 2s. in 21 days.

CAVE, DOUGLAS GUILLAUME, Jeweller, Mount-pleasant, Grosvenor-st. April 27. Trusts. C. Martin, diamond merchant, Great Winchester-st.; W. H. Peake, goldsmith, Gerrard-st.; and R. Webb, Jeweller, Newman-st.

CHAMPION, JAMES BARLOW, and NIGHTINGALE, EDWARD, bleachers, Hollis-vale Bleach Works, near Bury. May 10. 6s. by three equal instalments, on registration, and in 6 mos.

CHAPPELL, THOMAS DARE, butcher, Bath. April 22. 5s. by two equal instalments, in 1 and 2 mos., secured. Trust. A. Hutchins, Kingston, near Taunton.

CHURCH, JAMES COKE, wine merchant, Liverpool. April 17. 5s. 14. 6d. in 3 mos. 2s. in 6 mos. and 1s. 6d. in 9 mos. Trust. C. Gatehouse, brewer, Birkenhead.

DEARDEN, JOHN, victualler, Manchester. May 4. 5s. by two equal instalments, first immediately, the other on Aug. 7.

DEPHAM, JOHN CHARLES, grocer, Dean-st, Soho. April 30. 2s. 6d. in 1 mo.

DOLEY, EPHRAIM; WHITE, JOSEPH; and DALE, FRANCIS, electro platers, Birmingham. April 14. Trusts. C. Taylor, manager for Evans and Askin, refiners; J. E. Baker, engineer; and E. Carter, accountant, all Birmingham.

EDWARDS, JOHN JONES, broker, Buckley. April 20. 7s. 6d. by two instalments, two-thirds in 21 days, and one-third in 2 mos from first payment.

FRANCIS, DEBIOUS, auctioneer, Old Bailey, and Devonshire-st, Great Portland-st. April 16. 6s. 3d. in 6 and 12 mos.

GIRLING, SAMUEL JAMES, builder, High-st, Bromley-by-Bow. May 10. 5s. in 7 days.

GISHAM, CHARLES, grocer, Exeter. April 14. 7s. 6d. by three instalments, 2s. 6d. in 3, 6, and 9 mos. Trust. O. Harris, accountant, Exeter.

GODWIN, ISAAC, grocer, Rampton. April 17. Trusts. W. Sotham, grocer, and V. Buckingham, auctioneer, both Witney.

HALSALL, PETER, provision dealer, Southport. May 12. 5s. by two equal instalments, in 7 days and 6 mos. Trust. E. Martin, accountant, Southport.

HAMERSLEY, LAMBERT JOHN; SPEAR, LOUIS; and NATHAN, SOLOMON, cigar manufacturers, Union-st, Spitalfields. April 15. Trust. A. Chalmers, tobacco broker, Fenchurch-buildings.

HERRING, THOMAS, out of business, Katharine-cr, Wandsworth. April 2. 1s. in 21 days.

HETHERINGTON, DAVID, farmer, High Consiliffe. April 7. Trusts. J. Greenwell, farmer, Thornton Hall, and J. Archer, mason, Dymchurch.

JACKSON, JOHN, tobacconist, Hull. April 18. 8s. by three instalments, in 3, 6, and 9 mos., secured. Assignee—J. Beaumont, jun., tobacco manufacturer, Huddersfield.

JAMES, ABRAHAM HENRY, sculptor, Newport. April 17. 5s. by two equal instalments, in 1 week, and 2 mos., secured. Trust. J. Davies, accountant, Bristol.

LAST, ROBERT CHARLES, painter, Purlidge. April 19. Trust. F. Ortelwell, ironmonger, Maldon.

LEA, JOHN, and LEA, JOHN, jun., shoe manufacturers, Stafford. April 10. 1s. 6d. 2s. 2d., and 1s. 6d., in 2, 4, 8, and 12 mos from April 10—secured.

LLOYD, WALTER FRANCIS, builder, Coronation-pl, West Hackney. April 14. 7s. 2d., 2s. 2d., and 1s. in 10, 15, Oct. 15, Jan. 15, and April 15.

MARSHALL, JOHN, fish merchant, Scarborough. April 17. Trusts. J. Sellers and H. Wyllie, fish salesmen, both Scarborough.

MAYES, WILLIAM AYRES, tailor, Birmingham. April 17. Trusts. J. Richardson, woollen manufacturer, Leeds, and A. F. Trigg, agent, London.

MENDEL, GEORGE, boot manufacturer, Chalk Farm-rd. April 20. 5s. in 2 mos.

NEWMAN, WILLIAM, fly proprietor, Brighton. April 23. 3s. 6d.

PAGE, JOHN OFFORD, cheesemonger, Old Kent-rd. May 5. 5s. by two instalments of 2s. 6d. in 3 and 6 mos.

PALMER, JOHN WATSON, ironmonger, Red. April 23. Trusts. F. Hill, factor, Birmingham, and J. W. Gidney, ironmonger's valuer, Gresham-st.

POOLE, ANN, widow, lodging-house keeper, New-st, Southwark. April 20. 2s. 6d. by two equal instalments, in 3 and 6 mos.

PULLER, CHARLES ALFRED, solicitor, Queen-sq, Holborn. May 1. 1s. by one instalment, on July 1.

PYEMITH, CHARLES FREDERICK, merchant, Liverpool. April 17. Trusts. G. Dearden; J. G. Wheelwright, bank manager; and R. Oatler, all of Halifax.

RANDALL, GEORGE, grocer, South-st, Walworth. April 20. 2s. 6d. in 14 days.

REY-OLDS, GEORGE, tailor, Bath. April 19. Trust. J. H. Smith, accountant, Bristol.

RUMFOLD, ROBERT, merchant, Hook. April 13. 2s. by two instalments of 2s. 6d. in 9 and 15 mos. Trust. C. Ward, printer, Heckmondwike.

SHAW, JAMES, paper dealer, Leeds. April 17. 2s. 6d. in 6 weeks—secured.

SILVERWOOD, WILLIAM, chemist, Stanley, and Liverpool. April 20. Trusts. T. Dod, wholesale chemist, Liverpool, and J. Shirley, accountant, Longport.

SILVERWOOD, JOHN, commission agent, Wakefield. April 20. 6s. 8d., 2s. 4d., 2s. 4d., and 2s. in 4, 8, and 11 mos.—guaranteed.

SMITH, JOHN, builder, Leicestershire. April 16. 10s. by two equal instalments in 6 and 12 mos.

SMITH, JAMES, carpenter, King-st, Hammersmith. April 13. Trusts. R. H. Davey, grocer, King-st, West Hammersmith, and J. J. Hirst, timber merchant, Brook-green, Hammersmith.

SMITH, SYDNEY, forge contractor, Church-st, Hampton. May 1. 1s. in 6 mos.

SOUTHER, THOMAS EDWIN, author, Ramsgate. May 3. Trusts. J. C. Teyman, and G. Blackburn, upholsterers, both Ramsgate.

STAMP, WILLIAM ROBERT, butcher, Honiton Cyst. April 16. 10s. by four instalments of 2s. 6d. on May 15, June 15, July 15, and Aug. 15.

SUNDERLAND, PICKLES, printer, Nelson. March 31. Trust. J. Heywood, bookseller, Manchester.

TURPIN, GEORGE HARRY, butcher. Brighton. April 22. 6s. 8d. 4s. on June 1, and 2s. 8d. on Nov. 1.

USHER, JOHN, grocer, Newcastle. April 16. Trusts. J. Kinsop, commission agent, and M. Usher, cattle salesman, both Newcastle.

WALKER, JOSEPH, woolstapler, Bradford. April 14. 6s. 8d. 2s. 6d., 1s. 8d., and 2s. 6d. in 1 week, and 3 and 6 mos.—secured.

WAYNE, ALBAN JOSEPH, tea dealer, Liverpool, and West Derby. April 20. 6s. by three equal instalments of 2s. on July 1, Sept. 1, and Nov. 1.

WILSON, ROBERT ALFRED, and WILSON, BENJAMIN THOMAS, tea dealers, Ipswich. April 27. 6s. 8d. in 7 days.

WITHERS, ROBERT, sen., baker, Dalston-l, Hackney. April 14. 2s. 6d. by three equal instalments, in 4, 8, and 12 mos.

WOOD, GEORGE SAMUEL, grocer, Portland-rd, Saint Norwood. May 10. 5s. 6d. by three equal instalments, on July 1, Oct. 1, and Dec. 1—secured.

YOUNG, ANN, widow, bookseller, Southampton-row. April 30. Trusts. G. A. Calder, St. Martin's-cr, Westminster, and T. J. Smith, Queen-st, Cheapside, both stationers.

Gazette, May 18.

ABRAM, JOHN HILL, cord dealer, Liverpool. April 26. Trust. J. Patterson and W. Steadman, merchants, Liverpool.

BARLOW, THOMAS, yarn dyer, Radcliffe-bridge, near Manchester. May 5. 2s. 6d. by instalments of 1s. 6d. and 1s. in 14 days and 6 mos from registration. Trusts. R. Ashworth, gingham manufacturer, Manchester, Middleton, and Radcliffe, and G. B. Cuff, public accountant, Manchester.

BIBLER, JOHN, provision merchant, Upper Thames-st; Canterbury, and Southampton. April 19. Trusts. J. Laining, and G. F. Seales, merchants, Mark-l, and R. Cook, accountant, Cheapside.

BOTTOM, WILLIAM; KIRK, ROBERT; and RAMSDEN, CHARLES, engineers, Huddersfield. April 15. Trusts. C. Taylor, iron-founder, and J. Brook, registrar, both Huddersfield.

BRADLEY, JOHN, draper, Sunderland. April 30. 12s. 6d. on May 12.

BROWN, RALPH, painter, Newcastle-under-Lyme. April 17. Trust. S. Cook, glass merchant, Birmingham.

COLVIN, GEORGE, draper, St. John's-wood-rd, St. John's-wood. April 23. Trusts. A. McGaw, wholesale clothier, Angel-cr, Friday-st, and J. Ellerton, warehouseman, St. Paul's-church-yard.

CHUTE, JAMES HENRY, theatrical lessee, Bristol. April 27. In full, by instalments of 700l. per annum. Trusts. G. Somerton, gentleman; E. Chilcott, wholesale ironmonger; F. Leverton, cabinet maker; J. Davis, builder, W. Howell, timber merchant; P. S. Macleiver, gentleman; W. H. Williams, accountant, all of Bristol; and C. Wadham, timber merchant, Bath.

CLARABUT, WILLIAM HENRY, draper, Whitstable. April 20. 12s. in 3, 6, and 9 mos from April 10—two last secured. Trusts. R. Pearce, warehouseman, Love-l, Aldermanbury; T. Appleton, sen., freeman of the oyster-fishery, Whitstable; A. Clarabut, widow, Canterbury; J. B. Clarabut, chemist, Deal; and W. Weir, gentleman, Canterbury.

COSH, RICHARD LAWRENCE, licensed victualler, Richmond Hotel, Hainemere. May 13. 5s. by two equal instalments, on Aug. 13 and Nov. 13—secured.

DIFFORD, SOLOMON, solicitor's managing clerk, Sutton-upon-Trent. April 28. 2s. 6d.

EVANS, SARAH, innkeeper, Troedyrhiw. April 15. 2s. 6d. by two instalments, in 7 days and 3 mos from registration. Trust. W. Evans, miner, Merthyr Tydfil.

FAWCETT, THOMAS, boot maker, Bradford. April 17. 4s. 6d. viz., 1s. 6d. in 2, 4, and 6 mos from registration. Trust. H. Ibbotson, accountant, Bradford.

FISHER, JAMES, joiner, Great Grimsby. April 20. Trusts. I. Good, sen., brickmaker, Clew, and S. Ellis, timber merchant, Great Grimsby.

FLETCHER, WILLIAM RIVERS, gentleman, Maldenhead. May 10. 2s. in 10 days from registration.

GREENWAY, CHARLES GREENWAY, factor, Wolverhampton. April 19. 4s. in 7 days from registration. Trust. S. A. Greenway, traveller, Wolverhampton.

HALLAM, JOHN, innkeeper, Leicester. April 22. Trust. H. Tarrant, accountant, Leicester.

HALEY, JOHN, woolstapler, Bradford. April 21. 7s. 6d. by instalments of 5s. and 2s. 6d. in 14 days and 4 mos from registration—last guaranteed. Trust. J. Hargrave, gentleman, Bradford.

HAWKESLEY, AARON, Oakerthorpe; and HAWKESLEY, JAMES, South Wigfield, coal proprietors. April 8. 3s. 4d. in 1 mo from registration.

HILLS, THOMAS, builder, Wansstead. April 12. 5s. by two equal instalments, in 3 and 6 mos.—secured.

HORROCKS, WILLIAM, and HORROCKS, JOHN, flax spinners, Bolton. May 4. 3s. 4d. by three instalments of 1s. 14s. 1s. 14s. and 1s. 14s. in 4, 8, and 12 mos from May 31—secured.

HUGHES, WILLIAM, cheesemonger, Leicester. April 28. Trust. T. M. Evans, cheesefactor, Leicester.

HUTCHINSON, GEORGE, draper, Woolwich. April 17. Trusts. T. Cooper, Cheapside; and G. P. Britten, Friday-st, both warehousemen.

IVE, ANTHONY, ironmonger, Albert-ter and Lonsdale-pl, Notting-hill. May 15. 5s. in 21 days from registration.

KILL, GEORGE, jun., grocer, Pandey, near Pontypridd. April 19. 6s. by three equal instalments, in 2, 4, and 6 mos. Trusts. G. Knill, sen., gardener, Mountain Ash; Rev. A. Rowland, clerk, Ystrad, near Pontypridd; and J. N. Flint, provision merchant, Cardiff.

LEWIS, FREDERICK, merchant, Cushion-cr, Old Broad-st, and Rotherhithe New-rd. May 13. Trust. T. Reed, Walthamstow.

LAWRENCE, WILLIAM, Harrington-st, Hampstead-rd; and BAUGH, BENJAMIN, University-st, Tottenham-cr, builders. April 19. 6s. by two instalments, in 15 days and 3 mos from registration.

LEAR, JAMES, watch manufacturer, Birmingham. April 20. Trusts. A. Arnold, jeweller, and H. Cook, silversmith, both Birmingham.

LOTT, WILLIAM, painter, Bridgend. April 13. 5s. by two equal payments, in 6 and 12 mos.

LYND, WILLIAM, oil merchant, Leeds. April 20. 10s. by four equal instalments, in 3, 6, 9, and 24 mos from registration—secured. Trust. J. W. Oxley, banker, Leeds.

MATCHAM, FREDERICK, innkeeper, Pailton. Feb. 16. Trust. D. Gresham, brewer, Leeds.

MEYER, THOMAS, grocer, Walsall. April 28. Trusts. J. Watson, wholesale grocer, and W. L. Harrison, accountant, both Birmingham.

PICKERING, JOHN FOSTER; and PICKERING, RICHARD BEISLEY, sugar refiners, Osborn-st, Whitechapel. April 20. Trusts. W. H. Bishop; C. Czarnikow; and D. Craven, colonial brokers, all Mincing-l.

RAVENSCROFT, THOMAS, cotton waste dealer, Manchester. May 12. 4s. in 7 days from registration. Trusts. G. R. Hayward, cotton broker, Liverpool, and J. Thomas, accountant, Manchester.

RICHARDS, JOHN, licensed victualler, Compton Gifford. April 22. Trusts. J. Reed, merchant, and G. Nicholls, ironmonger, both Plymouth.

RICHARDSON, GEORGE WILLIAM, elastic manufacturer, Chesterfield. May 7. 4s. by two instalments of 2s. 6d. in 2 mos, and 1s. 6d. in 3 mos from registration. Trust. G. A. Beadmore, gentleman, Basford.

ROBERTS, J. T. T. captain in H.M.'s Royal marine artillery, Scarborough. April 18. Trust. C. Stanley, gentleman, Roslyn House, Fulham.

SMITH, CHARLES, out of business, Buckley-st, Mile-end-rd. May 8. 3s. 4d. in 14 days from registration.

STEPHENS, WILLIAM, hay dealer, Hinxham. April 20. Trusts. M. A. Reay, corn factor, and R. Taylor, solicitor, both Birmingham.

VERITY, JOHN, boot manufacturer, Leeds. April 21. 5s. by two equal instalments, in 3 and 6 mos from April 21—last secured. Trusts. S. Bentley, innkeeper, and E. Shaw, nail manufacturer, Leeds.

WALKER, CHARLES GEORGE, corn merchant, Stockton-on-Tees. April 5. Trust. J. Greener, public accountant, Newcastle-upon-Tyne.

WARD, HENRY, and WARD, ABRAHAM, grocers, Kilmahara. May 8. 10s. by three equal instalments, on Aug. 13, Dec. 13, and April 13. Trusts. T. Ward, colliery manager; S. Ward, colliery steward; and J. Carr, farmer, all of Kilmahara.

WARREN, WILLIAM, provision dealer, Nantwich. April 21. Trusts. G. Lewis, cheese factor, Market Drayton, and W. Sandford, grocer, Nantwich.

WHITE, MARY, innkeeper, Durham. April 19. Trusts. J. Mavin, ironfounder, Durham, and W. Southern, timber merchant, Newcastle-upon-Tyne.

WILCOX, RICHARD, draper, Welshpool. May 12. Trust. J. H. Goodwin, merchant, Manchester.

WOOD, HERBERT, surgeon, Ashton-under-Lyne. March 5. 8s. by three instalments of 2s. 6d., 2s. 6d., and 2s. 6d. on May 1, Aug. 1, and Nov. 1. Trusts. H. Wood, surgeon, Ashton-under-Lyne.

WYATT, RICHARD HALL, accountant, Idon. April 22. 2s. 6d. in 2 mos from registration. Trust. F. Coode, gentleman, Mark-l.

BIRTHS, MARRIAGES AND DEATHS.

BIRTHS.

TATTON.—On the 16th inst., at 24, Lower Phillimore-place, Kensington, the wife of Mr. Walter Tatton, solicitor, of a son.

MARRIAGES.

GOULD—SHARPE.—On the 13th inst., at Trinity Church, Milton, near Gravesend, Thomas Gould, jun., of Sheffield, solicitor, to Frances Harriett, eldest daughter of the late Captain John Edward Sharpe, 46th Bengal Native Infantry.

LEE—DODD.—On the 6th inst., at St. Michael's Church, Kingston, Jamaica, William Rastick Lee, solicitor, to Sophia Isabella, only daughter of the late John Dodd, of Glassonby, Cumberland, formerly of Uppingham, Rutlandshire.

MARSHALL—GARDNER.—On the 28th ult., at the Parish Church, Huxley, near Birmingham, John Marshall, of Thornton, Cheshire, Esq., Bachelor-at-Law, to Elizabeth, the youngest daughter of the late Joseph Gardner, of The Rectory, Huxley, Esq.

TRISIGER—STOFFORD.—On the 13th inst., at St. Paul's, Knights-bridge, the Hon. Edward Thesiger, fourth son of Lord Chelmsford, to Georgina Mary, third daughter of Wm. Bruce Stofford, Esq., of Drayton House, Northamptonshire.

DEATHS.

CATTLOW.—On the 17th inst., at Dorrington, Market Drayton, Salop, aged 33, William Ford Cattlow, solicitor.

GOODY.—On the 12th inst., aged 38, John Cuttle Goody, Esq., of City, Bank Chambers, 20, Threadneedle-street, E.C., and Leatherhead, Surrey, solicitor.

JOHNSTON.—On the 12th inst., at 27, Royal-terrace, Edinburgh, Robert Johnston, Esq., Writer to the Signet.

NUTT.—On the 5th inst., Mrs. Mary Ann Nutt, relict of John Nutt, Esq., solicitor, late of Canterbury.

BISCH, JACOB, carp manufacturer, Sheffield. Pet. May 14. Reg. & O. A. Wake and Rodgers. Sol. Tattershall, Sheffield. Sur. June 1.

BRENDLE, GEORGE, provision dealer, late Church. Pet. April 15. Reg. Fardell. O. A. M'Neill. Sur. June 1.

BROWN, JOSEPH NORRIBURY, grey cloth merchant, Manchester. Pet. May 13. Reg. Fardell. O. A. M'Neill. Sols. Grundy and Coles, Manchester. Sur. June 3.

BROWN, JAMES, draper, Tow Law. Pet. May 11. Reg. Gibson. O. A. Laidman. Sols. Hoyle, Shipley, and Hoyle, Newcastle-upon-Tyne, or Messrs. Watson, Durham. Sur. June 7.

ETTL, GEORGE, pensioner for Her Majesty's Royal Navy, Iskey. Pet. May 14. Reg. & O. A. Pearce. Sols. Messrs. Elmdon, Plymouth. Sur. June 2.

CAVE, JAMES CHARLES, publisher, Brighton. Pet. May 11. Reg. O. A. Baker. Sur. June 3.

CAWLEY, GEORGE SUTCLIFFE, out of business, Halifax. Sur. May 12. Reg. & O. A. Rankin. Sol. Storey, Halifax. Sur. May 28.

CARROLL, JAMES, jun., and CARROLL, WILLIAM HENRY, bookbinders, Liverpool. Pet. May 14. O. A. Turner. Sols. Woodburn and Pemberton, Liverpool. Sur. May 28.

CROFT, ELIZABETH, grocer, Cardiff. Pet. May 12. Reg. & O. A. Langley. Sol. Morgan, Cardiff. Sur. May 29.

DART, FREDERICK WHITLOCK, out of business, Brighton. Pet. May 11. Reg. & O. A. Baker. Sur. June 1.

DAVIS, THOMAS, shipowner, M. M. S. dockyard, Pembroke Dock. Pet. May 13. Reg. & O. A. Lanning. Sol. Parry, Pembroke Dock. Sur. May 31.

DEAR, JOHN, draper, Merthyr Tydfil. Pet. May 13. Reg. Fild. O. A. Acraman. Sols. Benson and Elletson, Bristol. Sur. May 27.

EVANS, JOSEPH, clerk in holy orders, Llanover. Pet. May 15. Reg. W. W. O. A. Acraman. Sols. Jones, Llandysul, and Henderson and Salmon, Bristol. Sur. May 29.

EVANS, JOHN, bookbinder, Worcester. Pet. May 15. Reg. O. A. Trotter. Sol. Stafford, Durham. Sur. May 31.

FLEMING, PATRICK, builder, Batley. Pet. May 13. O. A. Young. Sol. Simpson, Leeds. Sur. May 31.

FLETCHER, JAMES ROY, writing clerk, Wrexham. Pet. May 11. Reg. W. W. O. A. Harcourt. Sol. Jones, Wrexham. Sur. June 1.

GAY, DAVID, shipwright in H.M.'s dockyard, Pembroke Dock. Pet. May 13. Reg. & O. A. Lanning. Sol. Parry, Pembroke Dock. Sur. May 31.

GILBERT, FREDERICK WILLIAM, out of business, Sheffield. Pet. May 12. O. A. Young. Sol. York. Sur. June 1.

GRIFFIN, ARTHUR, attorney, Middlesbrough and East Coatham. Pet. May 14. Reg. & O. A. Crosby. Sol. Dobson, Middlesbrough. Sur. May 31.

HALL, WILLIAM, labourer in a stone quarry, Unby. Pet. May 14. Reg. & O. A. Patten. Sol. Crook, Nottingham. Sur. June 3.

HARDING, WILLIAM, shopkeeper, Much Marcle. Pet. May 14. Reg. & O. A. Kinnear. Sol. Reece, Ledbury. Sur. May 28.

HAYWARD, ROBERT, butcher, Dorchester. Pet. May 14. O. A. Carrick. Sol. Symonds, Dorchester, and Messrs. Rodgers, Exeter. Sur. May 28.

HOBBS, ISAAC, corn factor, Dover. Pet. May 12. Reg. & O. A. Gresham. Sol. Minter, Dover. Sur. May 29.

HOW, WILLIAM, corn factor, Darlington. Pet. May 14. Reg. & O. A. Brown. Sol. Clayhills, Darlington. Sur. May 29.

BRUCE, WILLIAM, slater, Liverpool. Pet. May 13. O. A. Turner. Sol. Gifford, Liverpool. Sur. June 1.

JONES, JOHN, late shopkeeper, Lichefield. Pet. May 13. Reg. & O. A. Daw. Sol. Griffith, Holyhead. Sur. June 3.

LEACH, HENRY, POOLMAN, shoe manufacturer, Shrewsbury. Pet. May 14. Reg. O. A. Kinnear. Sol. Chandler, Shrewsbury, and James and Griffith, Birmingham. Sur. June 2.

LEWIS, JOSEPH, and LISTER, FREDERICK, curriers, Leeds. Pet. May 14. O. A. Young. Sols. Messrs. Middleton, Leeds. Sur. May 28.

LOWRY, THOMAS, carpenter, East Peckham. Pet. May 10. Reg. O. A. Sudamore. Sol. Palmer, Tonbridge. Sur. May 21.

MILES, CHARLES, clockmaker, Calne and Laycock. Pet. May 13. Reg. O. A. Bowers. Sol. Rawlings, Melksham. Sur. May 27.

MILES, EDWARD, beer-seller, Bolton. Pet. May 14. Reg. & O. A. Edin. Sols. Hall and Butler, Bolton. Sur. June 2.

OTTON, REEVE, chemist, Cannock. Pet. May 14. Reg. & O. A. Spencer. Sol. Baron, Wolverhampton. Sur. May 29.

PRIME, THOMAS, builder, late Lancaster-rd, Notting-hill. Pet. May 11. Reg. & O. A. Bick. Sol. Bick. Sur. May 28.

PHILLIPS, DAVID WILLIAM, tailor, Merthyr Tydfil. Pet. May 10. Reg. & O. A. Russell. Sol. Rosser, Aberdare. Sur. June 1.

PRY, CHARLES JEFFERY, farrier, Halstead. Pet. May 10. Reg. & O. A. Harris. Sol. Cardinall, Halstead. Sur. May 28.

SPENCER, HARRIETT LOUISA, and SPENCER, MATILDA JANE, teachers, Spillgate. Pet. May 12. O. A. Thompson. Sol. Main, Grantham. Sur. May 25.

SMITH, WILLIAM; STOTT, GEORGE; and MAUDE, JOHN, cotton weavers, Brighton. Pet. May 15. O. A. Young. Sols. Lancaster, Bradford, and Simpson, Leeds. Sur. June 2.

SPODEN, JAMES, ironmonger, Leeds. Pet. May 13. O. A. Young. Sol. Walker, Leeds. Sur. May 31.

TILLOT, DAVID, cotton waste dealer, Oldham. Pet. May 13. Reg. Fardell. O. A. Cobbett. Sol. Cobbett, Wheeler, and Cobbett, Manchester. Sur. June 1.

WATKINS, JAMES, labourer, Hemsworth, near Pontefract. Pet. May 14. Reg. & O. A. Coleman. Sol. Freeman, Huddersfield. Sur. June 1.

WATSON, CHARLES, chemist, Stockton-upon-Tees. Pet. May 15. Reg. Gibson. O. A. Laidman. Sol. Clemmet, Stockton. Sur. June 2.

WHITE, WALLACE, out of business, Hanley. Pet. May 13. Reg. & O. A. Challinor. Sol. Welch, Hanley. Sur. June 5.

WILLIAMS, HENRY, mining engineer, Swansea. Pet. May 13. Reg. W. W. O. A. Acraman. Sols. Price, Haverfordwest, and Price, Bristol. Sur. May 28.

WILLIAMS, GEORGE, joiner, Seacombe. Pet. May 13. O. A. Turner. Sol. Richardson, Oliver, Jones, and Billson, Liverpool. Sur. June 1.

WILLIAMS, DAVID, building contractor, Ystradgynnydd. Pet. May 13. Reg. & O. A. Spickett. Sol. Thomas, Pontypridd. Sur. May 29.

WILLIAMS, ISRAEL, hawker, Bray. Pet. May 14. Reg. & O. A. Darrell. Sol. Spicer, Great Marlow. Sur. May 29.

WILLIAMS, WILLIAM HENRY, bookmaker, Louth. Pet. May 11. Reg. O. A. Wallis. Sol. Wood, Louth. Sur. May 31.

WILDER, JAMES, and WILDER, JOSEPH BARKER, scribblers, Leeds. Pet. May 15. O. A. Young. Sols. Messrs. Middleton, Leeds. Sur. May 31.

WILDER, WILLIAM, miller, Appleby. Pet. May 13. Reg. & O. A. Redin, jun. Sol. Cant, Penrith. Sur. June 4.

BANKRUPTCIES ANNOUNCED.

Gazette, May 11.

BRIDMAN, RICHARD, beer retailer, Wingfield. March 10, 1869

Dividends.

BANKRUPT'S ESTATES.

The Official Assignees are given, to whom apply for the Dividends.

Ang. W. John, first, 44, Turner, Liverpool.—Budd, E. grocer, 1st, 44, Stansfeld, London.—Bugg, G. flour merchant, first, 1st, 44, Stansfeld, London.—Cartwright, C. N. dresser, further, 1st, 44, Stansfeld, London.—Daly, W. G. flour dealer, first, 2s. 10s. 10s. Newcastle.—Ehlers, J. ropemaker, second, 1s. 7d. Turner, Liverpool.—Fox, W. corn merchant, first, 1s. 7d. Parkyns, London.—Gardner, C. D. and Garbutt, W. dealers in wines, first, 6s. 8d. Newcastle.—Huntley, J. grocer, first, 44d. Laidman, Newcastle.—Kirkby and Petty, printers, first, 7d. Laidman, Newcastle.—Merr, E. print publisher, first, 11s. 4d. Stansfeld, London.—Murray, C. J. merchant, first, 6d. Parkyns, London.—Preston, J. W. jun. wine dealer, first, 6s. 7d. Stansfeld, London.—Robson, E. first, 1st, 44, Laidman, Newcastle.—Scotson, J. victualler, 1st, 44, Laidman, Liverpool.—Sillwell, R. clerk in Somerset, 1st, 44, Laidman, London.—Thomas, W. cabinet maker, 1st, 44, Laidman, Liverpool.—Wade, G. De V. scrivener, second, 1st, 44, Laidman, London.—West, H. brewer, first, 3s. Stansfeld, London.—Wentworth and Turner, wire workers, second, 11s. 4d. Stansfeld, London.—Wieser and Deutschland, merchant, first, 54d. Stansfeld, London.

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BRIEF PAPER, 17s. 6d., and 23s. 6d. per ream.
FOOLSCAP PAPER, 10s. 6d., 13s. 6d., and 18s. 6d. per ream.
CREAM LAID NOTE, 3s., 4s., and 5s. per ream.
LARGE CREAM LAID NOTE, 4s., 6s., and 7s. per ream.
LARGE BLUE NOTE, 3s., 4s., and 6s. per ream.
ENVELOPES, CREAM OR BLUE, 4s. 6d., and 6s. 6d. per 1000.
THE "TEMPLE" ENVELOPE, extra secure, 9s. 6d. per 1000.
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TO SOLICITORS.—Messrs. FORRESTER'S PRIVATE INQUIRY OFFICE, 6, DANE'S-INN, Strand. Mr. John Forrester, late Principal Police Officer at the Mansion-house, City of London. Confidential inquiries made in England and abroad.

PRIVATE DETECTIVE OFFICE: established 1857.—THOMAS BALCHIN, 21 years city detective officer, is prepared to undertake PRIVATE INQUIRIES in divorce and other cases with secrecy and despatch.—35, Carter-lane, Doctors'-commons, E.C.

Sales by Auction.

Plumstead, Kent. Valuable Freehold Ground-rents, amounting together to nearly 2000l. per annum, and arising out of about 400 shops, dwelling-houses, and premises, and presenting to trustees and capitalists undeniably secure and first-rate investments.

MESSRS. NORTON, TRIST, WATNEY, and Co., have received instructions from the trustees under the will of the late Lewis Davis, Esq., to OFFER for SALE, at the MART, Tokenhouse-yard, on FRIDAY, JUNE 11, at Two o'clock precisely in Thirty Lots, valuable well-secured FREEHOLD GROUND-RENTS, amounting together to nearly 2000l. per annum, and arising out of numerous shops, dwelling-houses, and premises, situate at Plumstead, in the county of Kent, and comprising part of the Park Estate. They will be offered as follows, viz.:

- Lot 1.—267. 15s. per annum secured upon Nos. 92 to 96, Plumstead-road.
- Lot 2.—384. 2s. secured upon Nos. 10 to 26, Plumstead-villas-road and nine houses in Deadman's-lane.
- Lot 3.—1837. secured upon the Walmer Castle and numerous dwelling-houses in Walmer-road, Plumstead-villas-road and Deadman's-lane.
- Lot 4.—707. secured upon thirty houses in Plumstead-villas-road and Cross-street.
- Lot 5.—300. 3s. secured upon Nos. 97 to 106, Plumstead-road, Nos. 2 to 42, Ann-street, and Nos. 1 to 23, Plumstead-villas-road.
- Lot 6.—1497. 10s. secured upon Nos. 25 to 77, Plumstead-villas-road, and Nos. 46 to 102, Ann-street.
- Lot 7.—1724. 15s. secured upon Nos. 79 to 89, 93, 95, and 99 to 137, Plumstead-villas-road, Nos. 104 to 115, 124, 125, and 132 to 170, Upper Ann-street, Nos. 1 to 7, Cross-street, and Nos. 1 to 9 and 23, Rose-street.
- Lot 8.—394. 2s. secured upon Nos. 108 to 119, Plumstead-road, and Nos. 5 and 6, Thomas-street.
- Lot 9.—777. 4s. secured upon Nos. 3 to 43, Ann-street, and Nos. 2 to 36, Robert-street.
- Lot 10.—1807. secured upon Nos. 9 to 19, Walmer-road, Nos. 45 to 99, Ann-street, Nos. 35 to 84, Upper Robert-street, and Nos. 2 to 8, Glyndon-street.
- Lot 11.—1332. 3s. secured upon Nos. 101 to 185, Upper Ann-street, Nos. 1 to 5, Belvidere Cottages, Glyndon-street, and Nos. 1 to 6, Lincoln-terrace, Brewery-road.
- Lot 12.—77. 10s. secured upon Nos. 4, 6, and 8, Rose-street.
- Lot 13.—617. 3s. secured upon twenty-five houses, Nos. 1 to 25, Waverley-terrace.
- Lot 14.—364. 1s. secured upon Nos. 1 to 13, and No. 17, Park-road East.
- Lot 15.—337. secured upon ten houses, Nos. 1 to 10, Lower Park-place.
- Lots 16, 17, and 18.—67., 67., and 127. secured upon Nos. 1, 3, 5, and 6, Park-villas.
- Lot 19.—707. 15s. secured upon Nos. 120 to 128, Plumstead-road, Nos. 1 to 27, Robert-street, and Nos. 1 to 13, Station-street, and Thomas-street.
- Lot 20.—154. secured upon No. 1, Bamfield-street.
- Lot 21.—172. 6s. secured upon Nos. —, Glyndon-street, and Nos. 2, 4, 10, and 12, Bamfield-street.
- Lot 22.—157. 12s. secured upon Nos. 1 to 7, Brewery-terrace, Caze-lane.
- Lot 23.—67. 2s. secured upon Nos. 8, 9, 10, and 11, Brewery-terrace.
- Lot 24.—1347. 5s. secured upon Nos. 20 to 34, Walmer-road, Nos. 29 to 71, Upper Robert-street, Nos. 11 to 43, Earl-street, and Nos. 13 to 17, Glyndon-street.
- Lot 25.—1264. 6s. secured upon Nos. 36 to 46, Walmer-road, Nos. 2 to 34, and No. 50, Earl-street, Nos. 2 to 12, and 36 to 50, Elm Grove-street, and Nos. 18 to 26, Glyndon-street.
- Lot 26.—1157. 10s. secured upon Nos. 47 to 58, Walmer-road, Nos. 1 to 39, Elm Grove-street, Nos. 1 to 13, Station-street, and Nos. 27 to 30, Glyndon-street.
- Lot 27.—234. 4s. secured upon Nos. 153 to 158, Plumstead-road.
- Lot 28.—582. 2s. secured upon Nos. 59 to 68, Walmer-road, Nos. 2, 4, 6, and 8, Station-road, and Nos. 1 and 3, Griffin-road.
- Lot 29.—377. 10s. secured upon Nos. 1, and 6 to 11, Derby-terrace, Plumstead-road.
- Lot 30.—447. 12s. per annum secured upon seventeen houses Nos. 2, 4, 6, and 8, Griffin-road, Nos. 26 to 42, and Nos. 29, 31, 33, and 48, Orchard-road.

May be viewed, and particulars had shortly of Mr. PARKES, the Park Estate office, Plumstead; the Lord Paunsey, Plumstead-road; Mitre Inn, Woolwich; the Crown, Erith; or

MESSRS. DRUCE, SONS, and JACKSON, Solicitors, 10, Billiter-square;

at the Mart; and of the Auctioneers, 62, Old Broad-street, E.C.

Watford, Herts, in a beautiful and very healthy district, on a dry, gravel subsoil, close to Cassiobury-park, within five minutes' walk of the station, and having all the advantages of a country house, with the protection of a pleasant town and great facility for direct access to Euston-square, also to Broad-street, Kensington, &c., via Willesden Junction, with possession.

MESSRS. DEBENHAM, TEWSON, and FARMER will SELL, at the MART, on TUESDAY, JUNE 1, at Two, in Four Lots, viz. — Lot 1. The present, built and carefully finished FREEHOLD FAMILY RESIDENCE, known as Lansbury-house, situate at the junction of Lansley-road and Stratford-road, and containing five good bed-rooms, a bath-room, a dining-room, a library, and drawing room opening by French casements to lawn, kitchen, scullery, and complete domestic offices. There are road pleasure and kitchen gardens, entirely enclosed by wall and park fence, and the house is approached by a carriage sweep; ample space is left for stabling.

Lots 2, 3, and 4, three eligible pieces of freehold building land, adjoining Lot 1, and possessing important frontages to Stratford-road and Lansley-road, and suitable for the erection of first-class residences, or would be valuable adjuncts to the grounds of Lansbury-house. Watford is in the midst of a good hunting district, and the walks and drives in all directions are of unsurpassed beauty. This property is only three minutes' walk from church shops, and post office. No cottages or small houses can be built upon or near it. Possession on completion.

Particulars of
Messrs. VALPY and LEDSAM, Solicitors, 60, Carey street, W.C. ;
and of the Auctioneers, 80, Cheapside.

MESSRS. DEBENHAM, TEWSON, and FARMER'S MAY LIST OF ESTATES and HOUSES, including landed estates, town and country residences, hunting and shooting quarters, farms, ground-rents, rentcharges, house property and investments generally, may be obtained free of charge, at their offices, 80, Cheapside, E.C., or by post for one stamp. Particulars for insertion in the June List must be received by the 29th May at latest.

Harrow-on-the-Hill. — Valuable Freehold Residences, Ground-rent, and Building Land.

MESSRS. PRICKETT and SON will SELL by AUCTION, at the MART, Tokenhouse-yard, Bank, on THURSDAY, JUNE 3, at Two o'clock precisely, in Seven Lots, the valuable FREEHOLD ESTATES, situate on the Harrow Park Estate, High-street, Harrow-on-the-Hill, about a third of a mile from a contemplated station on the proposed Harrow, Edgware, and London Railway (now in Parliament), the same being particularly worthy the attention of gentlemen desirous of availing themselves of the advantages of the Harrow School, and of obtaining building sites in one of the most delightful positions in the county of Middlesex, comprising three detached residences, with good gardens, let to highly respectable tenants, and of the estimated value of 2000l. per annum; a Freehold Groundrent of 12l. 10s. per annum; also 3a. 1r. 23p. of very valuable Building Land, commanding fine views over the adjacent country.

May be viewed by permission of the tenants, and particulars obtained at the Auction Mart; at the King's Head, Harrow; or of Mr. W. WINKLEY, High-street, Harrow; or of

Messrs. PRIOR and BIGG, Solicitors, 33, Southampton-buildings, Chancery-lane;
and of Messrs. PRICKETT and Son, Land Agents, &c., 62, Chancery-lane, W.C., and Highgate, N.

Fortis-green, Muswell-hill. — Leasehold Houses.

MESSRS. PRICKETT and SON will SELL by AUCTION, at the MART, Tokenhouse-yard, City, on THURSDAY, JUNE 3, at Two o'clock precisely, in One Lot, THREE LEASEHOLD brick-built HOUSES, known as Nos. 1, 2, and 3, Clissold-cottages, situate on the north side of Fortis-green, Muswell-hill, let to respectable tenants, at rents amounting together to 48l. 12s. per annum, and held direct from the freeholder, for a term of sixty years from the 25th Dec. 1854, at the yearly rent of 27l. 8s. each house.

May be viewed, and particulars obtained on application to Mr. GEORGE TURNER, opposite the property, Fortis-green; at the inns in the neighbourhood; at the Auction Mart; or of

Messrs. RANDALL and SON, Solicitors, 9, Tokenhouse-yard, City;
and of Messrs. PRICKETT and Son, Auctioneers and Surveyors, 62, Chancery-lane, W.C., and Highgate, N.

In Chancery: *Bastow v. Bastow*, and *Bastow v. Bastow* — Blackman-street, Borough; at Park-street, Camberwell, and Kingsland-road. — Desirable Leasehold houses and improved Rents, late the property of Robert Bastow, Esq., deceased.

MR. GEORGE PRICKETT will SELL by AUCTION, pursuant to an Order of the High Court of Chancery, made in the above causes, with the approval of the Master of the Rolls, at the AUCTION MART, Tokenhouse-yard, near the Bank of England, on THURSDAY, JUNE 3, at Two o'clock precisely, in Three Lots, the desirable LEASEHOLD INVESTMENTS, arising out of the following properties, namely: — Nos. 89 and 90, Blackman-street, Borough; Nos. 21, 22, 23, 29, 30, and 31, Park-street, Southampton-street, Camberwell, with two cottages adjoining, known as Leaburn-cottages and Claremont-lodge; Nos. 351, 353, 355, and 357, Kingsland-road. The whole property estimated to produce an aggregate rental of about 880l. per annum, and held under various leases at moderate rents.

May be viewed by permission of the respective tenants, and particulars obtained at the Auction Mart; or of

Messrs. GODWIN and PICKETT, Solicitors, 3, King's Bench-walk, Temple; of Messrs. ALLEN and SONS, Solicitors, 17, Carlisle-street, Soho; or of

Messrs. BLISS and SONS, House Agents, &c., 123, Church-street, Bethnal-green; and of Messrs. PRICKETT and Son, Land Agents and Auctioneers, 62, Chancery-lane, W.C., and Highgate, N.

Friern-park, Finchley-common. — Desirable Leasehold Villa Residences and Plot of Building Land.

MESSRS. PRICKETT and SON will SELL by AUCTION, at the AUCTION MART, Tokenhouse-yard, Lothbury, on THURSDAY, JUNE 3, at Two o'clock precisely, in one or three Lots, a desirable LEASEHOLD ESTATE, situate in Torrington-road, Friern-park, within a mile of the Finchley and Hendon Station on the Edgware, Highgate, and London Railways; comprising a pair of villa residences, with forecourts and gardens, estimated when finished to produce a rental of 1400l. per annum; likewise a Plot of Building Land, situate in Torrington-place, Torrington-road, Friern-park, the whole held for a long term at a low ground rent.

May be viewed, and particulars obtained on application to Mr. WHITE, Friern-park, near the property; at the inns in the neighbourhood; the Auction Mart.

of Messrs. HAMMOND, Solicitors, 8, Furnival's-inn, E.C., of R. N. SPICER, Esq., Solicitor, 5, Staple-inn, W.C.; and of Messrs. PRICKETT and Son, Land Agents and Surveyors, 62, Chancery-lane, W.C., and Highgate, N.

Thwaytes, deceased. — City of London. — The highly-important and very valuable Freehold Estate, in Fenchurch-street, one of the MART, Mining-lane, comprising the extensive and well known premises, conspicuous among the adjacent palatial buildings as a specimen of the trading establishments of a former age. — By order of the Trustees.

MESSRS. EDWIN FOX and BOUSFIELD are favoured with instructions to SELL by AUCTION, at the MART, Tokenhouse-yard, Bank of England, on WEDNESDAY, JUNE 2, 1869, at One o'clock precisely, in one Lot, by direction of the Trustees of John Thwaytes, Esq., deceased, a most important FREEHOLD ESTATE, consisting of the premises Nos. 44 and 45, Fenchurch-street, one door from Mining-lane, presenting unaltered the appearance they bore when occupied by the late Mr. Thwaytes and his predecessors, Messrs. Davison and Newman, rendering them conspicuous among their noble surroundings, and affording the most convincing evidence that the time has come when this relic of ancient London must give place to the expansion of modern trade. The position in the heart of the Colonial and Produce Market, close to "the Lane," and in one of the chief thoroughfares of the city, is so commanding and important as to stand without a rival, while the area is of such extent as to warrant the adoption of a structure, with the requirements of the age. It contains about 3900 feet superficial, and has a frontage of over 47 feet to Fenchurch-street, abuts on the Clothworkers'-hall in the rear, and is entirely uncontrolled by ancient lights. It is let on lease for a term expiring in 1870 at the low rent of 6000l. a year.

May be viewed by permission of the tenants and particulars, with plans, of

Messrs. GRAY, JOHNSTON, and MOUNSEY, Solicitors, 5, Raymond-buildings, Gray's-inn; at the Mart; and of Messrs. EDWIN FOX and BOUSFIELD, 24, Gresham-street, Bank, E.C., corner of Coleman-street.

Stamford-hill, in the high road. — Spacious Freehold detached Family Mansion, with out offices, conservatories, pleasure and kitchen gardens, and grounds of nearly six acres.

MESSRS. EDWIN FOX and BOUSFIELD are directed to SELL by AUCTION, at the MART, Tokenhouse-yard, on WEDNESDAY JUNE 16, at One o'clock, a valuable FREEHOLD ESTATE, most advantageously situate on the rise of Stamford-hill, comprising a capital family residence, very substantially built, standing back from the road, at an agreeable distance, screened by a well-grown plantation, and approached by a carriage drive; containing about ten or twelve principal and secondary chambers, handsome dining room, breakfast room, and an elegant suite of reception rooms forty feet in length, with appropriate domestic offices. The grounds occupy five or six acres, and are beautifully laid out in lawn, adorned with stately shrubs and evergreens, walled fruit and kitchen gardens, orchard and meadow; excellent out-offices, gardener's cottage, stabling for four horses, and every requisite accommodation for an extensive household of position. The increasing facilities of access to this favourite locality, and the consequent demand for houses therein, point to the prospect of a more profitable development of the extensive area of this property in the future.

May be viewed by orders only, obtainable of the Auctioneers, and particulars of

Messrs. GROVER and HUMPHREYS, Solicitors, 4, King's Bench-walk, Temple;
and of Messrs. EDWIN FOX and BOUSFIELD, 24, Gresham-street, Bank.

The Tyssen Amhurst Estate, within the parish of Hackney, Freehold Ground and Rent arising from estates at Clapton, Hackney, Dalston, and Kingsland, amounting to 21000l. per annum, with Reversions to the Rack Rentals (estimated at many thousands a year) on the expiration of existing leases, the majority of which have but very few years to run; also numerous capital Houses in possession (including the whole of Clapton-square), several taverns, shops, business premises, &c., being unusually the most important sale of this description of property which has occurred of late, and affording to capitalists, trustees, investors generally unusual scope for acquiring the most reliable and improving of all securities.

MESSRS. EDWIN FOX and BOUSFIELD have the honour to announce that they are favoured with instructions to prepare for SALE by AUCTION, at the MART, in Tokenhouse-yard, on WEDNESDAY, JUNE 2, and following day, at 1 o'clock precisely, each day, a portion of the TYSSEN AMHURST ESTATE, within the parish of Hackney, in the county of Middlesex; comprising about 300 freehold houses, forming the whole of Clapton-square, and also several situated in Clapton-place, Dorset-terrace, Clarence-road, Clapton High-road, High-hill Ferry, Upper Clapton, Kingsland High-road, and streets leading therefrom, Dalston High-road, and streets adjoining, Tyssen-terrace, Dalston-lane, Dalston-rise, Navarino-place, Navarino-grove, Lee-bridge-road, &c.; including mansions with grounds and out-buildings, gentlemen's residences, detached and semi-detached villas, capital shops and business premises, first-class old-established taverns, ranges of stabling, wharf and dock workshops, cottages, &c. Part of the above properties are leased at peppercorn and ground rents amounting to about 10000l. per annum, for terms, which in many cases will shortly expire, and in most instances have only from 12 to 20 or from 20 to 40 years to run, while some extend to 80 or 90 years. The rack rentals probably approximate 10,0000l. per annum, and the reversions to the rack rentals render the interim security more reliable than any other class of investment, but in themselves form an important element of value. The houses in possession (being chiefly those in Clapton-square) produce, from a first rate tenancy, low rents at present amounting to about 11000l. per annum. More descriptive advertisements will shortly appear.

Particulars and plans are preparing, and when ready may be obtained of

Messrs. CHESTON and SONS, Solicitors, 1, Great Winchester-street buildings, London, E.C.; or of CHESTER CHESTON, Esq., junior, surveyor to the estate, at the Manor-office, Hackney, and of Messrs. EDWIN FOX and BOUSFIELD, 24, Gresham-street, Bank, E.C., corner of Coleman-street.

CHAMBERS. — To BARRISTERS and OTHERS. — One room in Lincoln's-inn-fields, with use of clerk's office if required. Gas laid on. Furnished or unfurnished. — B. A., care of Mr. Thomas, Law Stationer, 43, Southampton-buildings.

OFFICES or RESIDENCES in CLIPTON CHAMBERS TO LET, at No. 2, Post's-corner, Westminster. — For particulars apply to the Hon. Mr. Justice on the premises, or MERRIMAN and Co., Solicitors, 23, Queen-street, City, E.C.

LINCOLN'S-INN CHAMBERS, No. 40, Chancery-lane. Suites of large, light, and convenient OFFICES TO LET, in this new fire-proof building, at rents from 40l. to 1000l. per annum. — Apply to the porters on the premises, or to Mr. F. CHIFFERLIE, Law Stationer, 33, Cursitor-street, Chancery-lane.

CHAMBERS TO LET opposite Lincoln's-inn Gateway (Chancery-lane). — A Barrister is desirous of LETTING one large ROOM (with use of Clerk's room, furnished or unfurnished). The chambers are quite new and lighted with gas. Rent to a desirable tenant would be very moderate. — Apply to H. W. C. REYNELL, Esq., 44, Chancery-lane, W.C.

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To Readers and Correspondents

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NOTICE.

The Nineteenth Volume of the LAW TIMES REPORTS is now complete, and may be uniformly and strongly bound at the LAW TIMES Office, price 4s. 6d.

THE
Law and the Lawyers.

THE three election petition Judges—Mr. Justice BLACKBURN, Mr. Justice WILLES, and Baron MARTIN—whose term of office will expire next Michaelmas Term, will probably be succeeded for the ensuing twelvemonth by Mr. Justice MELLOR, Mr. Justice BYLES, and Baron BRAMWELL; but, unless there should be a general election, their duties will be very light.

It is proposed to form a new Law Society for Hampshire and West Sussex. The objects are to be—1. To protect and sustain the interests and character of the legal profession and to promote fair and honourable practice. 2. To originate, watch, discuss, and, if necessary, petition in relation to measures affecting the legal profession, or producing changes in the law. 3. To found and maintain a law library. 4. To adopt such measures and do such acts as are incidental or conducive to the attainment of the above objects. The following gentlemen have been appointed to form a committee: Mr. C. B. Hellard, Mr. G. C. Stigant, Mr. H. Ford, Mr. C. J. Longcroft, Mr. G. P. Joyce, Mr. W. F. Burrell, Mr. S. S. Long, Mr. J. J. Webb, Mr. J. Soames, Mr. C. Cole, Mr. E. Goble, and Mr. Thomas Cousins, who is also the honorary secretary. We wish the society every success.

THE *Irish Law Times* has a claim to have its remarks on the subject of the Election Petition scale of costs transferred to our columns. "If," says our contemporary, "the LAW TIMES, when printing these costs, had, with its usual frankness, stated that they were reprinted from the *Irish Law Times*, and that we had printed them expressing 'our belief' that such would be the scale adopted by the master, the necessity of forcing that gentleman into print would have been obviated. As it is, we hardly consider the learned gentleman's letter satisfactory. He does not say that it is not the scale he intends to tax by, but he writes, 'that no scale whatever has been either issued or settled.' We never stated that the scale in question had been 'issued or settled,' we simply printed in good faith what, we were informed on excellent authority, would be the scale of costs allowed. How far wrong we have been is amply shown by the fact that although these costs are not 'issued or settled,' they are nevertheless in force in Ireland. We may perhaps ask the question—Will any scale be 'issued or settled' by Master Gordon? The 41st section of the Parliamentary Elections Act 1868 directs that 'the costs may be taxed in the prescribed manner, but according to the same principles as costs between attorney and client are taxed in a suit in the High Court of Chancery.' This direction to the officer is clear and precise, and we doubt very much whether Master Gordon can do better than use the scale already printed, and now in force here. The Act is an Imperial one, the procedure should be the same in both countries, the rules are identical in England and Ireland; why, then, should there be a difference in the scale of costs? We never knew a case in which assimilation was more imperatively demanded, or a better opportunity afforded to an English official for profiting by Irish precedent."

The report of the Land Transfer and Middlesex Registries Commission has not yet made its appearance. What is the cause of the delay? Is it that scarcely two or three of the learned com-

missioners can agree upon a recommendation in common? Then why do they not publish their opinions separately? Or is it, that whilst one or more of these learned persons, being fully engaged in public employments, refuses to work in term time, others, equally hard worked, not unreasonably decline to give up their vacations to the task? No meeting of the commission appears to have been held since the beginning of February, and though it was stated in the House of Commons before Easter that the report was in draft, nothing has since been heard of it. Whilst this state of things lasts, of course no intending applicant can be advised to resort to the Land Transfer Office, all the proceedings are at a standstill, and an important public duty remains undischarged by the commissioners.

THE Solicitors' Benevolent Association will have its annual dinner on Wednesday, the 9th June, under the presidency of the Lord Justice SELWYN. There is no society that better deserves the cordial support of the Profession. It is designed to assist that very class to whom timely benevolence is most useful, the families of solicitors who have fallen into want through death, sickness, or lack of employment, the latter cause being, we have too much reason to fear, a growing one. To the wife and the children who cannot work, and are unaccustomed to beg, the association comes, and with considerate care relieves the distress, and lets not its left hand know what its right hand doeth, for strict privacy is the rule of its conduct. We trust that all who can afford to help it in their hours of prosperity will do so to the utmost of their ability. Even the most prosperous of us cannot say what adversity may not be in store for him. The bread cast on the waters now may come back to ourselves after many days.

CITY JURISDICTIONS.

It will be a matter much to be regretted if the judgment of the Court of Queen's Bench in *Leveson v. The Queen* be allowed to stand without further discussion. As the law is now laid down, it is uncertain whether the presence of an alderman at the trial of a prisoner is necessary or not, although the charters of the City make the aldermen justices of the peace, as well as justices of Oyer and Terminer, and those charters are expressly confirmed by statute. That the aldermen have exercised the powers of justices of Oyer and Terminer in a more decided manner than by merely passively sitting beside the Judge, is proved by the case of *Elizabeth Canning*, reported in Howell's State Trials, and we believe there are many other instances on record. That it may seem inconvenient that two aldermen should have power to try a prisoner for murder is no real argument, except against the existence of the statute, and cannot be used for the purposes of construction. The judgment is therefore based on a presumed analogy between the practice at assizes and the former practice of the Old Bailey. Now, as regards the ancient practice of the Old Bailey, the aldermen sat by virtue of their chartered rights, and, although they were, in fact, for the most part traders, there was nothing to prevent their being men of law and otherwise duly qualified to act as Judges. But the charter must be taken to be a concession to popular rights; and the presence of the aldermen at the trial of prisoners, and their right to try as a privilege both of the citizen and the prisoner of a nature similar to the right to be tried by a jury from the vicinage. No one will dispute that the right to be tried by a jury is a substantial privilege, which belongs to every subject of this kingdom, and so, too, is the right to be tried by two aldermen the privilege of the citizens of London.

In *Canning's* case the aldermen interposed to save the prisoner from the extreme sentence about to be passed by the Judge, and it is to be presumed that in every case where an alderman is associated with the Judge he will interpose on the side of mercy. The statute says most clearly that the aldermen shall be Judges, and gives power in equally clear terms to two or more. In police matters an express power is given by statute to one alderman to act as two justices, and if the law is allowed to stand as now laid down, one alderman, in heavier criminal cases, may, without any express power given by statute, act as a Judge of Oyer and Terminer, and exercise the jurisdiction given by

the statute to two or more. The doctrine of constructive presence is even more dangerous, seeing that, if applied to justices of the peace, it will virtually give to one justice the power of two or more, and overrule what has been settled law for centuries. It is not difficult to see that if a prisoner were tried by one alderman, the objection that two ought to have been present would come with extreme force, and yet in *Leverson's* case the prisoner was in fact tried by a commissioner who was not necessarily a man of law any more than an alderman; for there is no law or custom of London which requires that the Judge of the Sheriffs' Court should be a barrister or even an attorney. It is not singular that the prejudices of a Judge of the Queen's Bench should be shocked at the idea of interference by an alderman of London, and yet the early records of the country show numerous instances of trials presided over by laymen, associated with men of law, in all of which the laymen took the most prominent part, and the lawyer was merely aidant. The City of London is the great stronghold of the people, and until late years the Corporation have been the great exponents of popular rights. The aldermen of the present day, however, bear but little resemblance to the men who obtained the privileges now secured by statute, although if the municipal boundaries of London were enlarged to cover the real metropolis, there is no reason why the Corporation of London should not in all respects be worthy of the great men by whom its power was built up and consolidated.

LAW COURTS IN LIVERPOOL AND LONDON.

THAT very intelligent body of professional gentlemen, the Liverpool Law Society, has given us its views on the question of the site for the new Law Courts, and produced arguments from the condition of things in their own town. It is urged as a matter of the highest importance that the offices of the attorneys should be as near the courts as possible, the very cogent argument being used that in all similar cases centralisation is the first object. The distance between an office and the court has to be travelled, not once, but many times in the day. This journeying to and fro is avoided by the stockbrokers. The Liverpool Exchange, we are told, is closely surrounded on all sides by the offices of merchants and brokers, and if of two offices, equally eligible in other respects, one be twenty and the other fifty yards from the exchange, the rental of the one will greatly exceed that of the other. And we are further informed that "nearly the same eagerness for concentration which exists among the mercantile classes of Liverpool exists among the lawyers there, and the tendency of the last few years both in mercantile and legal circles has been towards still further concentration. Probably in few large towns are the attorneys' offices so close together as in Liverpool. Out of 256 attorneys whose names are in this year's Law List as practising in Liverpool, the offices of 142 are situate within a space of less than ten acres, *i.e.*, in the block of land bounded by Castle-street, Lord-street, North John-street, and Dale-street, including both sides of those streets." And the conclusion is that clients are greatly benefited by this arrangement, since personal interviews between the attorneys can be much more easily resorted to, and business is done far more speedily and satisfactorily than would be the case if the usual channels of communication were by means of letters or by clerks. Moreover, these personal interviews frequently simplify legal proceedings, and sometimes render the institution of them unnecessary. As further evidence of the importance which is attached to having the offices of the courts close to the attorneys' offices, we are referred to the anxiety which the Profession has lately evinced that the office of the registrar of the Passage Court may be retained at the Town Hall, instead of being removed some 200 yards into Dale-street, and that the office of the registrar of the Palatine Chancery Court may be brought to the Town Hall from South John-street, and to the fact that the Treasury is trying to find a site for the County Court in the immediate neighbourhood of Castle-street for the very same reason. And the result of this concentration is, that the attorneys themselves are able to attend appointments in the law offices, which they would have to leave to their clerks if the distance were greater. In London it is anticipated

the result will be the same; the work will be done by more competent persons, and, therefore, suitors and the public will gain by this at least as much as the lawyers.

Another person to be considered is the country attorney. Of him and his interests the Liverpool society remark that when called up to London to attend a trial at the sittings at Westminster or Guildhall, he would often, while waiting for his cause to come on, be glad to attend to some other legal business, were he not afraid to go a great distance from the court lest he should be out of reach when wanted, and that it is obvious, therefore, that the more completely in the centre of the legal district of London the New Courts and offices are, the more business can be dispatched by the country practitioner in London in a given time, and the public must necessarily benefit by this as well as the Profession.

The society comes to a conclusion strongly in favour of the Carey-street site on the following grounds:

1. Because the Carey-street site is in the very heart of legal London, while the Government site is at the southern extremity thereof, and is far removed from all the Inns of Court and attorneys' chambers, except the Temple and Essex-street.
2. Because the close concentration of barristers and attorneys round the new law courts and offices will tend, as shown above, to facilitate the administration of justice and the transaction of legal business; and such concentration will be best attained by adopting the Carey-street site, which is already surrounded by the chambers of barristers and attorneys, while only two sides of the Government site, *viz.*, the north and east, are available at all for these purposes—the south and west sides being shut in by the river and Somerset House, and even on the north side the existing houses must be diverted from their present uses, and many of them doubtless rebuilt, before they can be made available for purposes of the law.
3. Because on the Carey-street site the courts and offices about to be erected can be subsequently extended, if necessary, much more easily than on the Government site.
4. Because the Carey-street site is already acquired and ready for building on and the plans approved, and the Government site is for the most part covered with houses which will have to be bought at an uncertain cost, and at more or less delay.

Our country readers who are not acquainted with the localities of the two sites wish us to give them some notion of them by means of a map. There being difficulties in the way of doing this, we may state that Fleet-street and the Strand run in one continuous length from east to west, Temple-bar standing about midway. On the right hand side of the thoroughfare, and abutting on Temple-bar, is the Carey-street site of six acres of cleared ground. If you look towards the north, New-inn and Clement's-inn are on the left, Carey-street forms the northern boundary of the site, beyond which lie Lincoln's-inn and Lincoln's-inn-fields. On the right lies Chancery-lane. The Temples lie on the southern side of the thoroughfare, and might easily be made to communicate with the courts by a subterranean passage.

The Government site, known as the Howard-street site, on the other hand, lies on the left of the Strand as you look from east to west. To the south it faces and borders on the Thames, between which and the courts runs the Embankment, and the not yet completed Metropolitan District Railway. The eastern side may be called the legal side, for it is the only portion of the site which borders on any locality occupied entirely by lawyers. That side abuts upon Essex-street, beyond which, to the east, lie the Temples inhabited principally by common law barristers. To the north runs Howard-street, which is reached from the Strand by three other streets, namely, Surrey-street, Norfolk-street, and Arundel-street. In the matter of approach, therefore, from that great artery of London, the Strand, the Howard-street site is not to be compared with its rival, the Carey-street site. And there is this important fact as regards the practical advantages of the two sites that the London business of above 5000 country solicitors is transacted immediately north, east, and west of the Carey-street, or Parliamentary site, whilst the London business of not more than 700 is transacted in the immediate neighbourhood of the new Government site.

There are 123 barristers in Parliament, and it should be in a great measure the fault of the

Profession, led as it is by Sir ROUNDELL PALMER, if it does not obtain the site, upon which, almost to a man, it has set its heart, the old Parliamentary site in Carey-street.

THE LIMITED AUTHORITY OF AGENTS.

A DECISION given in the Queen's Bench last Monday in the case of *Hartmann v. Osbeck* has created some consternation in the City. The action was brought to enforce payment of a bill of exchange which had been properly left for acceptance at the office of the person upon whom it was drawn, and there accepted "per procuration" by his clerk, who at once entered it in his employer's bill-book. This was in August, and the bill did not fall due until December, when payment was refused on the ground that the clerk had no authority, although it was shown that the employer was made aware in September of the fact of the acceptance, and that he then took no steps to disclaim his liability. The plea, however, was admitted by the court, who gave judgment for the defendant.

It has been mentioned by a correspondent of the *Times* that this is very dangerous, inasmuch as it is a common practice in the City to authorise the acceptance of bills, per procuration. The only point is as to the reasonableness or unreasonableness of special authority, and who ought to suffer supposing that special authority is transgressed. The courts have been disposed to put it upon persons dealing with agents having a limited authority to make every necessary inquiry. In the case of *Attwood v. Mannings*, 7 B. & C. 278, the agent was authorised to accept "as occasion shall require." The court said, "It would be dangerous to hold that the plaintiff in this case was not bound to inquire into the propriety of accepting. He might easily have done so by calling for the letter of advice; and I think he was bound to do so." Mr. Justice Holroyd in the same case said, "The powers in question did not authorise this acceptance; the word *procuration* gave due notice to the plaintiffs, and they were bound to ascertain before they took the bill that the acceptance was agreeable to the authority given."

The principle upon which this doctrine is based is pointed out more clearly in *Withington v. Herring*, 5 Bing. 442, where a special power was given to raise money. Mr. Justice Gaselee, said, "I presume that persons in the situation of the plaintiff would look at the power before they advanced money, and it would be prejudicial to mercantile interests to restrain a power where the object in view requires an extensive authority." So it would be prejudicial to mercantile interests to restrain the accepting of bills per procuration, simply because persons who deal with an agent will not find out the nature of his authority before dealing with him.

We can see no hardship or injustice to anyone in this state of things. It is very different to a somewhat analogous position regarding the authority given to a factor, and which it has been held a principal may revoke without giving notice to persons accustomed to deal with the factor. The injustice of holding *bonâ fide* pledgees responsible for the advance of money by them upon goods which the factor pledged after his authority has been secretly revoked, was carefully pointed out by Mr. Justice Willes, in *Fuentes v. Montis*, 18 L. T. Rep. N. S. 25, which case was recently affirmed in error.

The question of ratification of an act done in excess of authority is not devoid of importance, but in our view the Court of Queen's Bench correctly decided that the fact that the principal knew that the bill had been accepted by his clerk could have no effect upon the original illegality of the acceptance, that being contrary to the clerk's authority. The City correspondent before referred to is apparently quite unconscious that the law as to procuration is not a law made yesterday, for he says: "Here is a man absenting himself from his business, and leaving it in charge of another, whom he trusts, declared to be justified in repudiating the liability which the trustee has incurred on his behalf. What becomes of the doctrine '*Qui facit per alium facit per se*'?" The writer clearly shuts his eyes to the meaning of "per procuration." Mr. Osbeck did not authorise the clerk to incur the liability on his behalf. His authority to him amounted to something short of accepting this bill; and, as he did not do the act by another he did not do it by himself, and the maxim fails in its application.

The same correspondent raises the general question very widely. He says, "Practically it is a matter of impossibility to ascertain in every case whether a party signing by procuration actually does hold the power. If he, being intrusted by his employer, exceeds his trust, is it not more correct that the employer who trusted him should suffer than the party who did not trust him, but trusted the employer—did not put confidence in his individual signature, but in the *per proc.*?" The difficulty of getting at the authority in each case we fully recognise. This is a matter for commercial men. It is for them to say on which side lies the balance of convenience—whether it is better to be able to give a limited authority to an agent, and thus create the necessity that persons dealing with the agent should ascertain his authority or risk their money, or whether procuration should be abolished. The remark about putting confidence in the *per proc.* in the last passage quoted is peculiar, and we should certainly be called ungentlemanly if we applied the appropriate epithet to a merchant who takes an authority to be unlimited, which on the face of the very document itself is declared to be limited.

For our part we think the practice a convenient one, and the decision of the Court of Queen's Bench is certainly in strict accordance with the law as previously established.

RETROSPECTIVE LEGISLATION — THE MERCANTILE LAW AMENDMENT ACT.

It is remarkable that several cases should have arisen with reference to Statutes of Limitation on the question whether such statutes were retrospective or only prospective; and Parliament having left its intention ambiguous, it is not surprising that Judges should have differed concerning the effect of Acts containing no definite expression of intention.

An Act illustrating the importance of such an intention being expressed is the Mercantile Law Amendment Act, the 10th and 14th sections of which have caused the litigation to which it is our present intention to refer. The 10th section says that no person shall have a longer time for prosecuting his suit than was allowed by the previous Acts of James, Anne, Will. 4., and Victoria, by reason only of such person being at the time when such suit accrued beyond the seas, or by reason of such person being imprisoned at the time the cause of action or suit accrued. Now did that section refer to actions brought on transactions anterior to the passing of the Act? That this is still a matter of importance is shown by the case of *Pardo v. Bingham*, 20 L. T. Rep. N. S. 464, in which Lord Chancellor Lord Hatherley came to the conclusion that the intention of the Legislature was to prevent actions, whether on past or future transactions, after the lapse of a certain period from the accruing of the cause.

This decision is in accordance with that in the case of *Cornill v. Hudson*, 30 L. T. Rep. 130; 8 Ell. & B. 429, a decision of the Queen's Bench, which did not go to error, and which must henceforth be regarded as sound law. That it has not been so regarded up to the present time will appear from the fact that in a recent text-book on the Statutes of Limitation (by Messrs. Darby and Bosanquet), at p. 38, it is said: "But the authority of *Cornill v. Hudson* may be thought to be somewhat shaken by the decision of the Exchequer Chamber with reference to the 14th section of the same statute, in the case of *Jackson v. Woolley*." This observation raises a point which the Lord Chancellor refers to in his judgment in *Pardo v. Bingham*, namely, whether there is an inconsistency in holding the 14th section to operate prospectively only, whereas the 10th is to be allowed to operate retrospectively?

There is in the consideration of this matter the preliminary difficulty of the general rule of law laid down by Coke, and adopted in *Moon v. Durdan*, 2 Ex. 22, that except there be a clear indication either from the subject-matter or the wording of a statute, that statute is not to have a retrospective operation. We have quoted the operative portion of the 10th section. The 14th enacts that "when there shall be two or more co-contractors or co-debtors, whether bound or liable jointly only or jointly and severally, or executors or administrators of any contractor, no such co-contractor or co-debtor, executor or administrator, shall lose the benefit of the said enactments, or any of them, so as to be chargeable in

respect or by reason only of payment of any principal, interest, or other money, by any other or others of such co-contractors or co-debtors, executors or administrators." We will see upon what ground this section has been held prospective only whilst the 10th has been held retrospective.

It is to be observed that the decision as to the character of the 14th section was not arrived at without dissension among the Courts.

The first decision was that of Vice-Chancellor Kindersley in favour of the retrospective operation of the 14th section. His Honour said (*Thompson v. Waithman*, 4 Drew. 631): "Now it appears to me to be the clear intention of the statute that notwithstanding any payment by a co-contractor, the executor of the deceased contractor is to have the benefit of the 3rd section of the statute of James. The language of the Act of the Queen is generally, no doubt, future in its language in reference to the payment of interest by a co-contractor." Therefore, as to one part of the rule recognised in *Moon v. Durdan*, namely, the wording of the statute, the Vice-Chancellor ought to have decided against the retrospective operation of the section. But as to the matter he said: "The effect of the statute is simply that where there are co-contractors, the executor of one of them shall not lose the benefit of the enactment of the former statute, so as to be chargeable by reason of any payment made by another co-contractor."

Then *Jackson v. Woolley*, 8 Ell. & B. 778, was decided in the Queen's Bench in the same way, and in accordance with the decision of the Vice-Chancellor in *Thompson v. Waithman*, but when taken to the Exchequer Chamber the result was that these authorities were overruled. Mr. Justice Williams, in delivering judgment, said that he could not coincide with the Vice-Chancellor in his interpretation of the statute. He said: "He seems to have decided that although all the other sections were from their language necessarily prospective, yet sect. 14 is retrospective because there is nothing future in the language of that section as to payments by co-contractors. But, in coming to such a conclusion, he does not seem to have regarded Lord Coke's well known canon, *Nova constitutio futuris formam imponere debet non præteritis*. This is the ordinary rule as to the interpretation of all legislative enactments, and is to be observed unless there is something in the terms of a particular enactment to prevent its operation."

These were the decisions on the 14th section. Intermediate between the cases of *Thompson v. Waithman* and *Jackson v. Woolley*, a case was decided on the 10th section, namely, *Cornill v. Hudson*, 8 Ell. & B. 429, in which the decision of Vice-Chancellor Kindersley was recognised (by Erle, J.) as directly analogous. Lord Campbell in delivering judgment held that this section had no retrospective effect on actions already commenced, but had such effect as regarded rights of action accrued, but in respect of which no proceedings had been instituted. His Lordship's words are these: "I am of opinion that the 10th section prevents any action being commenced after the period has elapsed within which, if the prisoner had been at large he must have sued. This is the grammatical construction of the section, as it appears to me, that after the day on which the statute receives the Royal assent, no person who shall be entitled to any action, with respect to which the limitation is fixed by the statutes mentioned, shall be entitled to any time within which to commence the action, beyond the period fixed by those statutes, by reason only of his having been imprisoned when the cause of action accrued. There is no retrospective operation on actions already commenced. We must here consider the plaintiff, in the contemplation of the enactment, as one who should be entitled to the action, and, commencing it after the Act came into operation, he clearly is within the scope of the enactment according to its grammatical and natural construction. The cases cited merely show that we are to find out the intentions of the Legislature in each particular Act; that is all which the decisions establish; and by that rule I construe the stat. 19 & 20 Vict. c. 97, sect. 10. The intention was to prevent actions, thereafter to be brought whether on past or future transactions. Does that tend to injustice? I see none. It only carries out what was probably the intention of the Legislature; namely, that persons should not, by merely remaining abroad, now that travelling is so easy, and direc-

tions are so readily transmitted, be enabled indefinitely to prolong the time within which they may commence their actions. The period might extend to fifty years."

It was in accordance with this view that Lord Hatherley upheld *Cornill v. Hudson*, and he spoke of the case before him, *Pardo v. Bingham*, as a most remarkable instance of what the effect would have been had he held, contrary to *Cornill v. Hudson*, that the Act was not to be retrospective as regarded persons residing abroad. "Here is a gentleman," said the Lord-Chancellor, "residing in Venezuela, who had a debtor on the same spot with him, where he might have sued him for years—that is, in Venezuela—who himself has appropriated a portion of this very fund, which came to this gentleman in a proceeding which has taken place in this court. The trustees had paid the money into court, and some part had been paid out to this gentleman in respect of his debts. He has had every facility of suing extended in his case, not merely theoretically, as Lord Campbell puts it, with reference to the facilities of communication by the expeditious means of travelling, and so on, according to his construction of the Act of Parliament, but actually. This gentleman having left in 1847, in 1861 came over and claimed the right to institute his action. Of course that period so extended to 1861 might have been extended, if this gentleman's life was prolonged, some ten or twenty years further."

It is satisfactory that the law should be thus established, but the litigation which we have noticed only proves how much more efficient legislation would be were it to say exactly what it means. We must take leave to express surprise that, with over one hundred legal gentlemen having seats in the House, Parliament should so frequently fail to express itself accurately.

THE TALLY SYSTEM DEFENDED.

THE Judge of the Merthyr County Court has issued, in a pamphlet form, a judgment delivered by him upon the well-ventilated subject of a husband's liability for a debt contracted by his wife. To that judgment he appends a note, commencing thus: "Since the establishment of County Courts the business of tallymen has increased. Why? Because security in the giving of credit has increased."

The argument contained in this note is based on an essay by Mr. ELLIOTT, entitled "Credit, the Life of Commerce," wherein that writer contends that "although it should be at an advanced price, it is much better that the wife of a mechanic who earns thirty shillings per week should get a shawl or a cloak upon credit, which must be paid for by instalments of three shillings per week, than that she should wait until she has ready money in her hand," a time which he says will never come, because the weekly wages will be dissipated if not bound by a pre-contract. "The humble class of shopkeepers called tallymen," he observes, "are not altogether so useless or so mischievous as they may appear to be. They charge a high price for their goods; but they charge in addition to the ordinary profits of the stock, a commission for securing punctuality and abstinence among the great mass of their customers. Those who have the capacity to save money in their own pockets, get, of course, the advantage; they buy their cloak for twenty shillings instead of twenty-four; their own virtue puts four shillings back into their own pocket, while those who have not the virtue, pay four shillings to him who has the virtue, and uses it in their behalf, and lets them have a cloak, which they would never have had if dependent entirely upon themselves."

We confess that this is to us entirely new, and we should be very surprised to hear that any County Court Judge had decided that compelling another to virtuous courses by the moral influence of the familiar County Court process in futuro was a good consideration for a promise to pay something in excess of the proper price of goods. And we approach the ridiculous if we think of a tallyman possessing in himself the accumulated virtue which his customers ought to have, and retailing it to them at a price proportioned to the goods they want. Our argument would rather be that those who have not the virtue to save their money to buy what they want had better go without it. And there is only one argument against this view, and that is, as stated in this note, that though the business of tallymen

has increased since the establishment of the County Courts in 1847, the number of debtors imprisoned has not increased. This may be regarded as showing that the class of persons whom tradesmen would not trust before the institution of the County Courts is a more honourable class than those to whom credit had been previously given, only, in many cases, to be abused. But the writer to whom we are referring has not so high an estimate of their virtues that he thinks it "needless that persons should be instructed respecting the course they may honourably pursue when a yielding temptation may cause them to be involved in debts, through which they may become hopelessly insolvent." This is the weak point of the tally system. The tallyman tempts the poor, and the County Court has not the opportunity of instructing them not to yield to temptation until the mischief has been done. On this ground we think the system should be condemned.

FRAUDULENT PREFERENCE BY INSOLVENT PARTNER.

A CASE was last week reported from the Court of Common Pleas which carries the doctrine of fraudulent preference somewhat farther than it has been carried before. That case was *Heilbut and others v. Nevill*, at p. 490, and the facts were these. One Spill was in partnership with a man named Briggs, and Spill, being in an insolvent condition as regarded his separate creditors, indorsed two bills of exchange which were the property of the partnership to a creditor of his own, who was the defendant in the action, and knew that the bills were partnership property, and that they had been indorsed without the knowledge of Briggs. Spill became bankrupt and his assignees joined with Briggs in an action of trover against the creditor whom they alleged had been fraudulently preferred, to recover damages for the conversion of the bills. At the trial the plaintiffs were nonsuited on the ground that the solvent partner and the assignees of the bankrupt partner could not sue jointly.

It is clear, as observed by the court, that before the bankruptcy of Spill he and his partner could not have sued jointly in such an action as this. Spill would have been estopped as regarded his share in the bill and Briggs would have been without a remedy, as a bill cannot be split, so as to give a separate action to separate parties. But then the assignees of Spill could have no larger rights than he himself had. The real question, therefore, was whether the fact of the fraudulent preference removed the difficulties which otherwise existed. "The effect of the bankruptcy," said Willes, J., "is that the assignees of Spill's creditors are entitled to Spill's share of the partnership property, and the general rule for distributing joint and separate property would apply. And under such circumstances as these I apprehend the law of fraudulent preference would apply to that share in the bills which is claimed by the assignees. That law is, that when an intention to prefer a particular creditor is established, as in this case it is admitted Spill preferred Nevill, the assignees are entitled to say the transaction shall be void. Here the assignees have said the indorsement of these bills shall be void, that is, the transaction is to be treated as if it never took place. This defeats the estoppel, to which, if Spill had been suing, he would have been exposed. There can, therefore, be no estoppel against the bankrupt, which would be binding upon the assignees if the creditor was aware of fraud, and the assignees are substituted for Spill in the tenancy in common of the bills."

And M. Smith, J., said "there was a fraud upon Briggs, because of the appropriation by Spill of partnership property to his private debts; and there was a fraud upon the body of creditors, because of the preference of one of them. The defendant might have held the bills if he had not known of the fraud, but as he was aware of it, he had not, at the moment he took them, any equitable right in the bills. No action founded on the property could be brought by Briggs alone; it may be, however, as was thrown out in the course of the argument, that an action by Briggs for conspiracy and fraud may have lain against Spill and Nevill. When Spill became bankrupt the assignees might take advantage of the fraudulent preference, and disaffirm the transaction; they might treat the act of Spill as void, and then the state of the title to the bills would be altered; the assignees would represent

Spill, and Briggs would be remitted to his right of joint action with them. The title of the assignees and Briggs is that of tenants in common, and the property in the bills did not pass."

No previous case, as already observed, goes as far as this. In the case of *Thomson v. Frere*, 10 East, 418, two of three partners affecting, but without authority, to bind the firm, assigned a debt due to them from a correspondent abroad, without his privity, to a creditor at home, and afterwards, by direction of such correspondent, drew a bill of exchange in the name of the firm upon his agent here, which was accepted, payable to their own order for the amount of the debt; and then the two partners, having in the meanwhile committed acts of bankruptcy, indorsed such bill to the creditors of the firm in part satisfaction of his debt; and afterwards separate commissions were sued out against the two partners, who were declared bankrupts, and their effects assigned, the other partner being all the time abroad. It was held, first, that by such indorsement of the bill by the two, after acts of bankruptcy committed by them, though before the commission issued, nothing passed to the creditor, on the ground that the bankrupt partners had by relation ceased at the time of such indorsement to have any control over the joint stock as partners, and, therefore, could not bind either the property of their assignees or their solvent partner. And it was held, secondly, that the solvent partner might join with the assignees of the other two in maintaining an action for money had and received, to recover back from the creditor the amount of the bill received by him from the acceptor. The case of *Burt v. Moul* is to a similar purport as to the joinder of plaintiffs.

Jones v. Yates, 9 B. & C. 532, would at first sight appear to militate against the above view, but there it was held that there was no fraudulent preference. The court then drew the distinction. "The defrauded party," they say, "may perhaps have a remedy in equity, by a suit in his own name against his partner and the person with whom the fraud was committed. Such a suit is free from the inconsistency of a party suing on the ground of his own misconduct. There is a great difference between this case and that of an action brought against two or more partners on a bill of exchange fraudulently made or accepted by one partner in the name of the others, and delivered by such partner to a plaintiff in discharge of his own private debt." The party participating in the fraud could not sue on the bill, nor could he set up a defence against the parties defrauded. And as to the right of the assignees, Lord Tenterden says: "The right of the assignees to sue in this case was said to be analogous to the rights of assignees to sue for and recover back property voluntarily given by a bankrupt to a particular creditor, in contemplation of his bankruptcy, in favour of such creditor and in preference to him, in which case the bankrupt could not have sued, if no commission had issued, yet the assignees are allowed to do so."

Although there is no authority for the length the court has gone in *Heilbut v. Nevill*, the decision is one which is thoroughly consistent with legal principles and every sense of justice.

MANORIAL RIGHTS.

THERE seems to be some prospect that the great fight which went on vigorously between the late Lord of the Manor of Hampstead and the various persons claiming rights upon his heath, will be compromised with the new Lord by the creation of a park. If this expectation be realised, the probability is that the very important questions affecting manorial rights which are raised in the suit of *Hoare v. Wilson* will not be decided. That this is very greatly to be regretted, after the enormous expense which has been incurred, everyone must admit, and the more readily so when it is perceived that cases are almost every day arising in which the question what rights Lords of Manors can claim has to be considered.

In the last number of our reports, two cases appear affecting the rights of lords of manors. One arose in the Court of Referees in Parliament, and there a lessee of the lord of a manor to whom had been leased certain rights of shooting and a right to dig minerals, claimed, and was allowed, a *locus standi* as a petitioner against a water bill, on the ground that his manorial rights would be injuriously affected, and his property injured by diversion of streams, and

endangered by the possible overflow or bursting of certain reservoirs. It was incidentally mentioned in the course of this case that a commoner could not have such a *locus standi*, being possessed of a mere easement and having no interest in the soil. Now, we think, this is a point which ought not to be so easily conceded. A right of common cannot be said to be an easement, it being a right to take some part of any natural product of the land of another. Indeed, in many instances, a commoner may be said to be as much an owner of common land as a person who is lessee of the manorial rights. There is a dispute as to whether all the tenants of a manor have not a common law right to common on the waste. If they have, and can establish a claim to exercise the usual commonable right, are they not, to the extent of their requirements, owners of the turf, the pasture, the loam, the gravel, and the sand? And if their property in these matters were threatened, should not they be allowed to protect it to the same, and even a farther, extent than the lessee of the manorial rights? However, the claim is hardly likely to be made, as the lord in every instance will probably take care that that which every lord now hopes to gain eventually is duly protected.

The other case, that of *Knight v. King*, at p. 494, brought into question a custom claimed by inhabitants within a manor, having a tenement within the manor, to have common of pasture for all their horses and commonable cattle levant and couchant upon the said tenements respectively, from the 15th May until Candlemas in each year. Undoubtedly a claim of common by a mere inhabitant must be prescribed for, but we observe that Baron Bramwell makes the interlocutory observation, "How could a tenant of a cottage have a right of common for cattle levant and couchant?" This is a very important point, and we think that the answer to be given should be one framed with considerable care. It really involves the question whether a right which diminishes the rights of the lord can be lost by altering the purpose for which the land is used. For a considerable period every cottage was bound to have four acres of land annexed to it, and it has always been assumed by the courts that the least cottage had a yard or curtilage attached to it. Now it was held in *Tyringham's case*, 4 Rep. 37, that a man did not lose his common appendant, which strictly is confined to arable land, because he built a house on it, or converted part of it into pasture or meadow. So may it not be said, in the case of cottages to which a curtilage or yard must once have attached, that the rights which such attachment conferred on the tenant remain, although he may have altered the nature of his premises?

It may be replied to this that a tenant having no ground or premises attached to his cottage upon which cattle can be accommodated could not exercise the right, and that it would be lost by disuse. The right is one which cannot be let to a stranger; and if disuse is to extinguish the right there could be no help for it. The authorities, we regret to say, are in favour of disuse working an extinguishment.

This doctrine is most objectionable, for the nature of things necessarily changes with time, and a tenant may wish to change his user of the waste. The waste was originally given him for his own purposes, and the substitution of an equivalent purpose for a purpose abandoned ought to be held sufficient to bar the appropriation of the land by the Lord. Unless the doctrine is modified, it is very clear that there will soon be very little common land in Great Britain.

SAYINGS AND DOINGS OF THE COURTS

[CONTRIBUTED BY THE REPORTERS OF THE SEVERAL COURTS.]

ROLLS COURT.

Since the beginning of Term the following cases have occurred worthy of notice:

Harrington v. The Milwall Ironworks Company was a suit instituted by the plaintiff, who was the owner of a portion of the ship *Scotia*, and was entitled to a charge on the remaining portion of the ship, to compel the company to procure an entry on their register of the discharge of a certain mortgage on the ship which had been paid off. The circumstances of the case were as follows: On the 22nd Jan. 1866 a Mr. Lumley, who was then the manager of the company and the owner of

48.64ths of the ship *Scotia*, mortgaged his shares in the ship to the company to secure the payment of 300l. The mortgage was registered in the names of Messrs. O'Beirne and David Ward Chapman, as trustees for the company. Soon afterwards Lumley mortgaged his shares in the ship to a Mr. Ardall to secure the payment of 3000l., which was due to Ardall on a previous account. In March 1866 the company, on paying Lumley his salary, which was then due, deducted 300l., the amount of their mortgage, from his salary, and paid him the balance. The company, however, omitted to enter the discharge of the mortgage on their register in compliance with the provisions of the Merchant Shipping Act. In the following month Ardall sold his charge of 3000l. to the plaintiff for 450l. The plaintiff subsequently acquired the remaining 16.64ths of the ship, and called upon the trustees for the company to release the first charge and procure the entry of the discharge on the register. Mr. O'Beirne was willing to do so, but Mr. David Ward Chapman, who was out of the jurisdiction of the court, refused to do so, and the present suit was accordingly instituted. His Lordship said that the present suit had been occasioned solely by Mr. Chapman's refusal to concur with his co-trustee in the release of the mortgage for 300l. The plaintiff's only object was to get the discharge entered on the register, and this would have been done at once if Mr. Chapman had done what the company requested him to do, and what Mr. O'Beirne actually did—namely, execute the necessary instrument for the purpose. There must be a decree that the company and their trustees should do what was necessary to enable the discharge to be entered on the register, but there would be no costs on either side, as the plaintiff did not ask for costs against Mr. Chapman, and therefore Chapman could not be directed to pay any costs, but he could not, on the other hand, be allowed his costs, as it was his ill-advised obstinacy which had occasioned the suit.

In *Jervis v. Allen*, Mr. Batten moved for leave to appeal from a decision of his Lordship's in chambers to the Lords Justices. His Lordship stated the motion, and said that he had seen it printed in one of the newspapers that there was a practice in his chambers that appeals should go from the chief clerk direct to the Lords Justices. He wished it to be known that there was no such practice, and that he should on no account allow it to be done. The misconception had probably arisen from the fact that when a matter had been argued before himself in chambers he was in the habit of allowing the appeal to go direct from himself in chambers to the Lords Justices, without rehearing the matter in court.

In *Boscomb v. Beckwith* was a suit instituted by a vendor and his mortgagees for the specific performance of a contract entered into by the defendant in May 1867, for the purchase of a house and grounds situate at Chislehurst. The premises in question were part of the Manor House estate, which was put up for sale by auction in lots in May 1867; the lot purchased by the defendant comprised the Manor House, and the rest of the estate was divided into building lots. The contract was signed, and after many requisitions the title was accepted, the only question now in dispute between the parties being the construction of one of the conditions of sale, which contained certain restrictions as to building, it being provided, amongst other things, that no public-house should be erected on the estate. The vendor contended that this restriction affected only the lots comprised in the sale, but the defendant contended that it extended to the whole of the vendor's property, and in particular to a plot of land at the corner of the Croydon-road (where it is met by another road) which belonged to the vendor but was not comprised in the sale. The vendor intended to build a public-house on this plot of land, and as it was within 120 yards of the lot purchased by the defendant, his purchase would be much depreciated in value by the erection of the public-house. The defendant consequently refused to complete the purchase, whereupon the plaintiffs filed their bill for specific performance. On behalf of the defendant it was argued that this was a case of mistake, the plan annexed to the conditions of sale did not show that the plot of land in dispute belonged to the vendor, and if the purchaser had known that it belonged to him, and that it was his intention to erect a public-house on it, he would not have entered into the contract, to enforce which this suit was instituted; the purchaser ought, therefore, it was submitted, to be relieved from his contract, as it was entered into under mistake. This case was heard towards the end of last term, and it was now in the paper for judgment. His Lordship, after stating the facts of the case, said that on looking at the plan annexed to the conditions of sale, it appeared that the vendor's whole property was put up for sale, but in reality a small plot of land was excepted from the sale, namely, the plot on which the vendor now proposed to erect a public-house. There was nothing on the plan to show that this plot belonged to the vendor; the

lots put up for sale were coloured, but this plot was uncoloured, and there was no name written on it, while on the remaining uncoloured portions of the plan the names of the adjoining owners were written; it was not a usual practice for a vendor to give the names of the owners of adjoining property and to omit his own name on the part of his own land not put up for sale. This conduct on the part of the vendor had led to the defendant's mistake, and he must be relieved from the consequences of it. If it had appeared on the conditions of sale that the vendor reserved this plot for the purpose of building a public-house on it, his Lordship had no doubt that such reservation would have materially diminished the price obtained for the lot purchased by the defendant. There would be a decree for specific performance if the vendor should elect to extend the restrictive covenant as to building to the plot in question; but, unless the plaintiff so elected, the bill must be dismissed, and, in either case, the plaintiff must pay the costs of the suit.

In *Norris v. The Caledonian Insurance Company* was a suit instituted by the legal personal representative of the late John Sadleir, praying that the plaintiff might be declared to be entitled to an absolute lien on certain moneys in court, for premiums paid by him and by the late John Sadleir, in respect of a policy of assurance, of which the moneys now in court were the proceeds. The policy was granted in 1840, by the Caledonian Insurance Company, to one Richard Lalor, to secure 4999l. 19s., on the lives of three persons, and was assigned to John Sadleir in 1850, by Lalor's administratrix, as security for a debt of 900l., due by Lalor. In 1868, on the expiration of the last life in the policy, the sum of 4716l. 5s. 9d. (being the policy moneys less certain sums for costs, &c., which they were by order of the court entitled to retain) was paid into court by the insurance company. In addition to the plaintiff there were several other claimants of the fund in court, who were made defendants to the present suit. His Lordship decided against their claims at the time of the hearing (during last term), with the exception of that of Vincent Scully, who claimed under an equitable assignment of the policy. His Lordship reserved his judgment on the question of priority between Scully and the plaintiff, in respect of the amount paid by him and the late John Sadleir in premiums to keep on foot the policy. The case was now in the paper for judgment. His Lordship held that the plaintiff was entitled to priority over Scully for the amount paid by him in premiums since Sadleir's death, but that as to the amount paid in premiums by Sadleir during his life, and the amount of Scully's claim under the equitable assignment, they should be discharged *pari passu* out of the residue of the fund which remained after payment of the sum in respect to which the plaintiff was entitled to priority.

In *Preston v. Preston* was a suit by a son to set aside an appointment by his father in favour of another son, in exercise of a power of appointment contained in the father's marriage settlement, on the ground that the appointment was made for the purpose of raising money, partly for the benefit of the father, in fraud of the power. On attaining his majority, the plaintiff had signed his name to a deed of confirmation; but he alleged that when he did so he was under his father's power, and was ignorant of the purpose for which the appointment had been made. At the conclusion of the argument, which occupied two entire days, his Lordship reserved judgment.

V. C. STUART'S COURT.

The only cases worthy of notice during the past week were the following:—

In *Fallows v. Slatter*, which involved a question as to whether a successful appellant from the County Court was entitled to his costs of the appeal. The Vice-Chancellor, in delivering judgment, said that he was not disposed to follow the rule of the common law courts upon the question. The respondent was in possession of an order made by the County Court judge, and to make him pay the costs of the appeal would be to make him pay for an order which this court was of opinion was wrong. The appellant must, therefore, pay his own costs of the appeal. (See reports of the week.)

In *The Union, Cement, and Brick Company (Limited)* was a motion to compel the late solicitor of the official liquidator of the above company, which was in the course of being wound-up, to deliver up all the documents in his possession relating to the affairs of the company. The motion was resisted on the ground that the solicitor had a lien on the documents for unpaid costs. The Vice-Chancellor, in deciding the question, said he had no doubt about the case. The solicitor was appointed by the official liquidator, and had been removed, and another appointed with the sanction of the court. The duties of the solicitor were to proceed with the winding-up of the company; but

as those proceedings had not gone on satisfactorily another solicitor had been appointed. The order would be that the documents must be delivered up on oath, and that the solicitor pay the costs of the application.

Ex parte The London, Chatham, and Dover Railway Company, re The London, Chatham, and Dover Railway Arrangement Act 1867 was an adjourned summons brought by way of motion on the part of W. Hartridge and Geo. Alexander, the persons appointed by an order, dated the 5th Aug. 1868, under the provisions of the London, Chatham, and Dover Railway Company's Arrangement Act 1867, to be representatives of the stockholders and shareholders of the general undertakings of the London, Chatham, and Dover Railway Company, that they might, as such representatives, oppose the passing of the Bill now before Parliament, intitled An Act to confer Additional Powers on the London, Chatham, and Dover Railway Company for the Construction of Works, and otherwise in relation to their own undertakings, and the undertakings of other companies, and for other purposes, or that Grosvenor Hodgkinson, Esq., and the other directors (all named) of the company might be restrained from further prosecuting or promoting the said Bill in Parliament in the name of the company, and from using the name of the company in introducing, prosecuting, or promoting any other Bill in Parliament affecting the rights and interests of the stockholders and shareholders in the general undertaking of the said company without the previous sanction of the court, and that the costs of this application, and of opposing the said Bill and incident thereto, might be costs in this matter, and that payment thereof might be reserved. The Vice-Chancellor, at the conclusion of the arguments, which occupied the whole day, said he would reserve his judgment.

V. C. MALINS' COURT.

On the last day of Easter Term a motion was made in the suit of *Robson v. Dodds* to commit Mr. R. Ward, the printer and publisher of the *North of England Advertiser*, for an alleged contempt of court, in printing and publishing a certain article in that journal on the 1st inst., with reference to the Northern Counties' Benefit Building Society, whose affairs were the subject of this suit. The motion stood over and came on on the first day of the present term. The article in question was as follows: "It will be remembered that at the last election of officers, the members of the Northern Counties Building Society refused to reappoint Mr. W. L. Harle as solicitor. This unusual course was adopted at the recommendation of the directors, unanimously arrived at, but the grounds of the decision were never made public, as Mr. Harle threatened one of the members with an action for libel if he did so. We understand that Mr. Harle is the solicitor to bills in Chancery which have been filed both against the Northern Counties and the Newcastle Societies for the purpose of preventing them from borrowing money. In one case the husband of the woman who cleans Mr. Harle's offices is the ostensible party to the proceedings. Of course we are bound to suppose that this person is acting from the very best of motives, but it is a very curious coincidence that a solicitor under whose advice the Northern Counties Society has borrowed so much money, is now engaged to demonstrate its illegality, and by a person who occupies towards him so humble a relationship. The Northern Counties has borrowed and invested immense sums of money under one of its rules, devised and approved by Mr. Harle himself, and which has been sanctioned by Mr. Tidd Pratt. The Newcastle Society, although established more recently, has had a most successful career, and has borrowed under the more approved process of preference shares; and it is satisfactory to know that, whatever the result of Mr. Harle's efforts, both societies have been conducted with so much care that although their usefulness may possibly for a time be crippled, their stability cannot be affected in the slightest degree. We refrain from predicting what may be the effect of the proceedings upon Mr. Harle himself, but we think it is peculiarly unfortunate that his duty to his clients should have forced him into a position of antagonism to societies which have done so much for working men, whose champion he has so long professed to be." The Vice-Chancellor, without hearing a reply, said that these cases were of a very embarrassing character, and several of a like nature had come before the court within a recent period. The principles applicable to them were of considerable nicety, and of the highest importance to the public and no one appreciated that more than he did. The press should, as much as possible, have an opportunity of treating public matters so as to give life and vigour to their comments, but it was also necessary that nothing should be published tending to impede the course of justice. His Honour had occasion recently, in the case of the *Cheltenham and Swansea Railway Carriage and Waggon Company (Limited)*, to consider this question with reference to printing *in extenso* a

petition to wind-up containing gross imputations upon the directors, which subsequently, on adjudicating on the petition, he had held to be utterly groundless. This was an illustration of the great importance of comments injuriously affecting character, and hastily written, not being permitted. The principles controlling these cases were clearly laid down by Lord Hardwicke in the case of the *St. James's Evening Post*, where he held that anything scandalising the court itself (not the case here), prejudicing mankind against forthcoming cases, or injuring character, was not permissible. His Honour then referred to the articles, and observed that, although originally he believed Mr. Ward acted from no improper motive, there were passages in the article which clearly came within the principles he had referred to; there was reference to a gentleman in a manner calculated to create prejudice, and subjects were entered into which ought to have been left to the society itself to deal with at the proper time, which was not now. The course pursued was clearly improper, and held Mr. Harle up to the contempt of his friends and neighbours; and no one could read the article without seeing that it was in strong condemnation of the plaintiff, and still stronger of the solicitor. Instead of instructing counsel to oppose the motion, Mr. Ward ought at once to have apologised; but not having done so, there must be an order for committal with costs, not to be enforced if an apology were inserted within three weeks.

The above has been almost the only case of any general interest which has occurred in this court during the past week.

COURT OF QUEEN'S BENCH.

The case of *Zunz v. The London and South-Eastern Railway Company*, which came before the court on the 22nd inst., raised a question of great importance with reference to the responsibility of railway companies for passengers' luggage. The plaintiff had taken a ticket (or book consisting of various coupons) at Charing-cross for conveyance to Paris, and took with him a hat-box and portmanteau, which were lost on the journey, and in respect of which he brought the action against the company. It was proved at the trial that these articles were not lost on this side of the Channel, and the question then arose whether the London and South-Eastern Railway Company could be held liable for a loss which took place after they had conveyed the passenger to the end of their line, viz., Dover. The railway company relied, as a defence, on the special conditions printed on the coupons to the effect that they would not be responsible for any detention of passengers or loss of luggage beyond the limits of their own line. It was also argued on their behalf by Mr. Field, Q. C. and Mr. F. M. White that the contract made by the company with passengers was only to carry them as far as Dover, and that they received the fare for the remainder of the journey merely as agents for the Great Northern Railway Company of France. The court seemed much opposed to this argument, but it was necessary to decide on its validity. The main question was whether the provisions of the Railway and Canal Traffic Act (17 & 18 Vict. c. 31), applied to the case of railway companies which carry beyond the limits of their own line. Sect. 7 enacts that "every company shall be liable for the loss of, or for any injury done to any horse, cattle, or other animals, or to any articles, goods, or things, in the receiving, forwarding, or delivering thereof occasioned by the neglect or default of such company or its servants, notwithstanding any notice, condition, or declaration made and given by such company thereto, or in anywise limiting such liability; every such notice, condition, or declaration being hereby declared null and void . . . provided that no special contract between such company, and any other parties respecting the receiving, forwarding, or delivery of any animals, articles, goods, or things as aforesaid shall be binding upon or affect any such party, unless the same be signed by him or by the person delivering such animals, articles, goods, or things respectively for carriage." If this provision were held applicable to railway companies which carry beyond the limits of their own line, then, as the plaintiff in the present case had not signed any contract with the London and South-Eastern Railway Company, they would not be exonerated by reason of their special conditions from liability for the loss. Mr. Henry James, Mr. Baker Greene, and Mr. Moir argued on behalf of the plaintiff, that the enactment does apply to railway companies which contract to carry beyond the limits of their own line. However the court (consisting of the Lord Chief Justice, and Justices Mellor, Lush, and Hayes) held that the provisions of the 7th section of the Railway and Canal Traffic Act did not apply to the present case, and, therefore, that the railway company were protected by their special conditions, though no written contract had been signed by the plaintiff.

COURT OF EXCHEQUER.

At the opening of the legal campaign for Trinity Term, on Saturday, the 22nd inst., there was not a single motion in this court, and accordingly their Lordships (Chief Baron Kelly, and Barons Bramwell and Cleasby) proceeded at once with the new trial paper, and the first case which came on for argument was that of *Chapman v. Jones*, a case which involved a question of considerable interest, both in an antiquarian and an ecclesiastical point of view. The plaintiff, it appeared, claimed to be the owner, under a grant from the Earl of Stamford and Warrington, of a private chapel or chancel aisle, in the parish church of Mottram, with exclusive right to its possession and user. The defendant was the rector of the parish of Mottram, and the action was brought against him for a trespass by him, in his having removed the lock of the outer door of the said chapel, and so having obtained access to the church through the said door, to which the plaintiff claimed the exclusive right as sole grantee as above-mentioned. The defendant, on the other hand, as rector, claimed to have right of access to the church through the chapel or chancel in question. The pleas were: Not guilty; and not possessed. At the trial before the Lord Chief Baron and a special jury, at the last winter assizes at Chester, the plaintiff obtained a verdict for nominal damages of 40s., leave being reserved to the defendant to move to enter a nonsuit. A rule was accordingly obtained in Hilary Term last by Mr. Giffard, Q. C., on the part of the defendant, to set aside the plaintiff's verdict, and to enter a nonsuit, on the ground that there was no evidence of any exclusive right as against the defendant, to the door of the alleged chapel, and no proof that the said alleged chapel is not a portion of the parish church of Mottram; that the plaintiff had no legal right to the chapel, if there be one, inasmuch as it was and is appurtenant to the manor of Stayley; and that the said manors and the manor house thereto belonging, are still the property of the Earl of Stamford and Warrington; or, in the alternative, for a new trial, on the ground of the improper reception in evidence of a certain faculty and award. The facts, as they appeared, were, that the Earl of Stamford was, and his predecessors in title had been, the lords of several manors within the parish of Mottram, and among them of the manors of Stayley and Hattersley, but neither the parish church of Mottram nor the chapel in question were within either of those manors. The chapel in question was in its form a sort of small chancel or side aisle to the parish church, being under the roof of the church, and the outside wall of it being also the outside wall of the church. It was not in any way separated from the rest of the body of the church, but it had a separate entrance or door in the outer wall leading from and into the churchyard. From immemorial time it had been, and had been used as, a private chapel of the Lords of Stamford, and had been kept in repair by them, and was known by the names (indifferently) of the "Stayley," and the "Stamford" chapel. Some time ago Lord Stamford sold the manor of Hattersley and also the chapel in question to the plaintiff, and by the same deed of conveyance he conveyed to the plaintiff the said manor of Hattersley, and also conveyed to him *in gross* the said "Stayley" or "Stamford" chapel. It was under this conveyance that the plaintiff claimed to be entitled, as grantee of the lord of the manor of Stayley, to the exclusive right of ownership and occupation of the said chapel, the defendant, on the other hand, denying such right and title, and claiming for himself as rector a right to enter the church through the door of the chapel; and it was in the assertion and exercise of such last-mentioned alleged right on the defendant's part that the trespass complained of by the plaintiff in this action was committed. The main question in the case turned upon the validity of the above conveyance by Lord Stamford to the plaintiff, so far as it purported to convey the chapel in question; the contention on the part of the defendant being that the chapel was and could only be held or occupied as appurtenant to the manor; and further that it could only be an incident to the occupation of the manor house, which latter still remained in the possession of Lord Stamford, and that the chapel could not be severed therefrom, and could not, therefore, be conveyed *in gross*. Dr. A. J. Stephens, Q. C., Mr. McIntyre, and Mr. B. Shaw, of the Equity Bar, for the plaintiff, now showed cause against the rule, and Mr. H. Giffard, Q. C., and Mr. Horatio Lloyd appeared on the defendant's part to support it. The learned counsel for the plaintiff, in a long and learned argument, which lasted the entire day, went back to pre-Reformation times, and traced the origin and history of these private chapels, which, they said, were originally built by the founders of churches to whom, at the time of consecration, the right, not only of the soil on which the chapel stood, but also the exclusive ownership and use of the chapel itself for the sole use of themselves and their families in their private devotions, was for ever reserved, and that such chapels had

always been treated and disposed of, by will and other wise, as the exclusive private property of the lord or owner; and that, in the present case, the evidence of acts done by the Earls of Stamford in repairing the chapel, in permitting burials there, and the delivery by them of the keys to the sexton, &c., was overwhelming proof of their exclusive ownership. Amongst the many recondit authorities which were "familiar in their mouths as household words" (albeit not often ventilated on this side of Westminster-hall) were "Pope Nicholas's Inquisition for Taxation of Churches for Peter's Pence," temp Edw. I.; Godolphin's Repertorium; Gibson's Codex; Degg's Parson's Counsellor; Johnson's Vade Mecum; Ayliffe's Parergon; Highmore on Mortmain; and the Canons of 1604. The discussion of these, with a host of other ancient and modern authorities from the earliest times, down to the recent cases of *Griffin v. Deighton* and *another* in the Queen's Bench, 8 L. T. Rep. N. S. 500 (affirmed in error, 9 Ib. 814), and *Churton v. Frewen*, before Vice-Chancellor Kindersley, 14 Ib. 846, occupied the court the whole day, and on Monday the 24th Mr. H. Giffard, Q. C. and Mr. Horatio Lloyd were heard in support of this rule. On the conclusion of the arguments the court gave judgment for the plaintiff. Chief Baron Kelly said that the principal legal questions were two in number, viz., first, whether a chapel forming a portion of a parish church, as the chapel in question did, could be the freehold of inheritance of a private person; secondly, whether, if so, the right could be conveyed away like any other property, or, as contended for the defendant, must be appurtenant or appendant to a manor or other reality. The only question that remained then was the conclusion to be drawn from the evidence as to matters of fact. With respect to the question whether such a chapel could be private property, the court were clearly of opinion on the authorities that such a chapel might at law be, and in point of fact very frequently was, the property of a private individual. Many ways might be suggested in which this could come about. When a landowner in the first instance dedicated the soil on which a church stood to religious uses, he might retain a portion immediately adjacent for the purposes of a private chapel, and this chapel would naturally be frequently held together with large property in the neighbourhood, and so might come to be considered, in a popular sense of the term, as appurtenant. But really the terms appurtenant, and appendant, and in gross, were quite inappropriate. Such a freehold was like any other freehold, and might be conveyed either with or without any other property. It therefore had been well conveyed, if it existed, to the plaintiff. A confusion had been created in argument by not observing the distinction between the authorities relating to such a chapel as that in question, from those relating to pews or the mere right of occupying a pew, which might be annexed to the occupation of a messuage. With respect to the facts, the court, having the power to draw inferences, were distinctly of opinion that the plaintiff had made out his title to this chapel. The repairs had, with one solitary exception of recent date, always been done by him or his predecessors in title. They had had the keys of the door, and there were various other acts of user all pointing in the same direction.

On the same day the arguments in *The Mayor and Corporation of Carlisle v. Graham* were commenced, Mr. Manisty, Q. C. and Mr. Jones, Q. C. appearing to show cause against the rule. The verdict had been entered at the trial for the defendants, who were lessees, from Lord Lonsdale, of a certain fishery in the river Eden, which plaintiffs claimed to be entitled to. Mr. Manisty had not proceeded far with his argument when Baron Bramwell pointed out a serious inconvenience in the way in which the matter had shaped itself. Mr. Manisty was meeting a case which had not yet been made, having to show cause against the rule to enter a verdict for the plaintiff. The Chief Baron thought it would be best, under the circumstances, to call on Mr. Mellish, who appeared for the plaintiffs, to give an outline of his case, which he accordingly did. The case involved an enormous amount of documentary evidence, dated from the very earliest times, principally consisting of ancient charters and royal grants. The point was briefly this. It appeared that up to 1690 it was undisputed that the corporation of Carlisle had a fishery in a bend of the Eden, but about 1690 an alteration took place in the river's course, owing, as contended by the defendant, to certain proceedings on the part of the corporation themselves. The effect was that the part of the water in which the fishery existed was shifted to a wholly different channel out of the manor in which it originally existed into a manor of Lord Lonsdale's. The question briefly was whether the right of fishery still existed in the new substituted channel, or was lost. Mr. Mellish said he was prepared to contend that it did shift with and follow the river. There was also a secondary and

less important question, viz., whether there had been a prescriptive title gained by user of the fishery. The main question, however, was that above indicated.

EXCHEQUER CHAMBER.

In this court on Friday, the 14th inst., a case some nicely and considerable interest as bearing upon the law of libel, and the question of what is or not evidence of malice for a jury, in a case where the occasion on which the words were written was such as to invest them with the protection of privilege, unless actual malice were shown to exist, or from the words themselves must be reasonably presumed to have existed, came on for discussion in the case of *Spill v. Maule*, upon error on a bill of exceptions to the ruling of Baron Martin, at Nisi Prius in Middlesex, on the trial of the action for the libel in question, in Trinity Term 1868. The words which the defendant had written of and concerning the plaintiff, and which constituted the alleged libel, were, that the plaintiff's conduct "had been most disgraceful and dishonest," and they were written under the circumstances following:—The plaintiff and one Briggs had been in partnership, and carried on business together as waterprooers at Stepney since 1861, at which time the plaintiff was solvent. After some time the plaintiff had reason, as he alleged, to complain of Briggs' proceedings with reference to the moneys of the firm and his management of the accounts. In 1866, the firm being in some pecuniary difficulties, a deed of insolvency was prepared which it appeared the plaintiff refused to execute, and alleged that he had never consented to it, notwithstanding that it had received the assent of the necessary statutory majority of the creditors of the firm. In Dec. 1866, the plaintiff, as he stated in his evidence at the trial, having reason to suppose that Briggs was "helping himself" too freely to the cash, took away from the cash-box of the firm a bundle of bills and notes amounting to between 1200*l.* and 1300*l.*, at the time he did so desiring a clerk in the office to inform Briggs of what he (the plaintiff) had done, and to tell him to debit his account with the amount. In the succeeding March the plaintiff was arrested at the suit of a firm who were creditors of the firm of Spill and Briggs, the defendant being a member of such arresting firm, and consequently a creditor of the plaintiff, and subsequently to such arrest the plaintiff was made a bankrupt. A firm of the name of Messrs. Collier and Co., of Manchester, who were also creditors of the firm of Spill and Briggs, having threatened to take certain proceedings against Briggs, the defendant Maule on the 12th July 1867 wrote to Collier and Co., the letter containing the libel in question, and from which letter the following is an extract:—"Gentlemen, I think it right to inform you that Mr. Briggs has consulted Mr. Spill's assignees and myself, as to certain letters which you have addressed to him. The proceedings which Mr. Briggs has been advised to take are quite in accordance with our views, and although I have no right and no wish to dictate to you any particular line of conduct, I cannot help saying that your proceedings entirely contradict the spirit of your letters, in which you profess to act only for the benefit of the general body of creditors. I may state that the conduct of Mr. Spill has been most disgraceful and dishonest, and the result has been to diminish materially the available assets of the estate." There was no cross-examination of the plaintiff, and no other witness was called, and that being the plaintiff's case, the learned Baron ruled that the above letter was a privileged communication, and that there was no evidence to go to the jury in support of the plaintiff's case, and thereupon he directed them to find a verdict for the defendant, which was accordingly done; whereupon the plaintiff tendered a bill of exceptions to such ruling which now came on to be argued, and Mr. Huddleston, Q. C. (with him was Mr. J. O. Griffiths) for the plaintiff, appeared to support the exceptions, and contended that the letter should have been left to the jury to say whether or not on the face of it it did not show that the defendant was going out of his way, and acting maliciously towards the plaintiff. The occasion may have been privileged, but the letter in its tone and terms so far exceeded what was necessary to be written, as to import the existence of malice in the mind of the writer. At all events the jury should have had the opportunity of considering the matter. For the defendant, Mr. Brett, Q. C. (with whom were Mr. Serjeant Ballantine and Mr. Giffard, Q. C.) contended that the circumstances of the case, and the plaintiff's conduct fully warranted the defendant in writing the letter, and justified him in the use of the words in question; and that, in the absence of express actual malice, it was the duty of the judge to withdraw the case from the jury. After a long argument the judgment of the court (Chief Justice Cockburn, and Justices Keating, Lush, Hannen, Brett, and Hayes), was delivered by

Chief Justice Cockburn, upholding the ruling of Baron Martin; their Lordships being of opinion on the whole that the direction of the learned Baron was right, although it might have been well had the matter been submitted to the jury. Although such a letter might, in some cases, be proof of actual malice, yet here the defendant was a creditor of the plaintiff's firm, and interested in, and entitled to take a part in, the proceedings of the winding-up. The occasion, therefore, was privileged, and the question is, was the language too strong? The occasion being privileged, absence of malice will be presumed, and it is for the plaintiff, therefore, to show actual malice on the defendant's part, which he may do by showing that the language used was far beyond the necessity of the occasion. The facts proved show what the defendant referred to, and the plaintiff's conduct certainly may bear a twofold aspect—one consistent with honesty, the other with dishonesty. The presumption of an innocent construction is in favour of the defendant, and it must be assumed that he was giving expression to an honest belief of the truth of what he was writing, and we cannot say that he had no ground for entertaining such a belief. It is not for the court to say whether the plaintiff acted honestly or dishonestly, but whether the defendant stated that which he honestly believed. We think the learned judge was right, and that the letter in question was not sufficient evidence of actual malice to render it necessary to be laid before the jury. The exceptions, therefore, will be disallowed, and the ruling below upheld.

LEGISLATION AND JURISPRUDENCE.

MARRIED WOMEN'S PROPERTY.

The Bill, as amended in committee, to amend the law with respect to the property of married women. It proposes to enact that—

A married woman shall be capable of holding, acquiring, alienating, devising, and bequeathing real and personal estate, of contracting, and of suing, and being sued, as if she were a *feme sole*.

No woman shall be liable to be taken in execution upon any judgment founded upon a contract made or act done by her during coverture, and no such judgment or execution thereon shall bind or affect any property except such personal estate (if any) as she may be possessed of or entitled to for a present interest during her coverture.

Every woman who marries after this Act has come into operation shall, notwithstanding her coverture, have and hold all real and personal property, whether belonging to her before marriage, or acquired by her in any way after marriage, free from the debts and obligations of her husband, and from his control or disposition, in all respects as if she had continued unmarried.

Every woman married before this Act has come into operation shall, notwithstanding her coverture, have and hold all the real and personal estate, her right to which shall arise after this Act shall have come into operation, free from the debts and obligations of her husband, and from his control or disposition, in all respects as if she had continued unmarried.

The earnings of a married woman in any trade or other occupation carried on by her as a principal separately from her husband shall be deemed to be her property acquired after marriage.

A husband shall not by reason of any marriage which shall take place after this Act has come into operation be liable for the debts of his wife contracted before marriage, but the wife shall be liable for such debts as if she had continued unmarried.

No husband shall by reason of the marriage be liable in damages for any wrong committed by his wife during the coverture.

No husband or wife shall be entitled to sue the other in any action at law for a tort, except in respect of property.

If a wife shall contract a debt as the agent of her husband, she shall be liable to be sued for the same, together with him, but as between the husband and wife she shall be deemed his surety, and shall be entitled to the same remedy over against her husband for indemnity as in the ordinary case a surety has against the principal debtor; and if a husband shall contract a debt as the agent of his wife, he shall be liable to be sued for the same, together with her, but as between husband and wife he shall be deemed her surety, and shall be entitled to the same remedy over against her for indemnity as in the ordinary case a surety has against the principal debtor.

Where the husband of any woman having property of her own becomes chargeable to any union or parish, the justices having jurisdiction in such union or parish may, in petty sessions assembled, upon application of the

guardians of the poor, issue a summons against the wife, and make and enforce such order against her for the maintenance of her husband as by the 33rd section of the Poor Law Amendment Act 1868, they may now make and enforce against a husband for the maintenance of his wife, who becomes chargeable to any union or parish.

A married woman having property of her own shall be subject to all such liability, for the maintenance of her children, as a widow is now by law subject to for the maintenance of her children; provided always, that nothing in this Act shall relieve her husband from any liability at present imposed upon him by law to maintain her children.

Property, whether real or personal, settled to the separate use of a married woman, without restraint against anticipation, shall be subject in equity to the same liabilities as her personal property in possession not so settled would be subject at law under the provisions of this Act.

Any woman during her minority may, with the consent of her parent or guardian and of her intended husband, make or enter into any settlement or agreement for a settlement in contemplation of marriage, and the settlement or agreement for a settlement so made or entered into shall be as binding upon her, and those claiming under her as if she had been of full age at the date thereof.

Upon the death of a wife intestate her husband shall take the same distributive share in her personal estate as a wife would take in the personal estate of her husband if he died intestate, and, subject thereto, her personal estate shall go to her next of kin according to the Statute of Distributions.

Nothing contained in this Act shall affect the right of any husband to hold as tenant by the curtesy any real estate to which his wife shall be entitled at her death.

The Act is not to extend to Scotland.

COUNTY ADMINISTRATION BILL.—The Government Bill for establishing administrative boards for the transaction of county business in England proposes that there shall be established in each county a county board, consisting of the justices acting in and for the county, and of elective members, holding office for five years, and retiring by rotation, but eligible for re-election. The elective members are to be representatives of unions, chosen by the elected members of the boards of guardians, excluding unions in towns or boroughs with separate quarter sessions. The number of representatives of each union is to be in proportion to its gross estimated rental; one where it does not exceed 50,000*l.*, two where it is between 50,000*l.* and 100,000*l.*, three between 100,000*l.* and 150,000*l.*, four where it exceeds 150,000*l.*, but only half these values is to suffice in the instances of the Welsh counties, Monmouthshire, Rutland, Westmoreland, and the Liberties of Ely, Peterborough, and St. Albans, which are to be deemed separate counties. The person elected must be a member or qualified to be a member of the board of guardians of the union he represents. He must not hold office under the county board or participate in the profits of work done by order of the board, or be concerned in any contract with the board; but this clause is not to apply to a member being a shareholder in a company contracting with the board, or being interested in any sale or lease of lands or loan of money to the board, save that such member must not then vote on questions connected with these matters. The Bill proceeds to reserve exclusively to the justices in quarter sessions the trial of offenders, the hearing of appeals, and all other judicial business; also the making regulations for the government of prisons, the nomination of visiting justices of prisons, and the making rules with respect to the duties of visiting justices; but, save as thus excepted, all powers, duties, &c., of the justices in quarter sessions are to vest in the county board. The clerk of the peace is to be the clerk of the county board. "Judicial business" is to include the hearing of any application of any third person in relation to the granting of a licence or the giving or withholding any right or privilege, or in relation to any other matter in respect of which such person is authorised by law to make an application. For the purposes of this Bill a "county" is to include a division having a separate commission of the peace; and where a county has one commission, but is divided for the purposes of a county rate, each division shall be deemed to be a separate county. If any question arises as to whether any business is within the jurisdiction of the county board or of the quarter sessions the question is to be decided by the Court of Quarter Sessions; but any person aggrieved by their decision may appeal to the Secretary of State. Three schedules are annexed to the Bill containing regulations for the elections to the county board, and for the proceedings of the county board and of any committee appointed by it.

ELECTION LAW.

THE PARLIAMENTARY ELECTIONS ACT.

The following analysis of the petitions presented under the new law, with the result in each case, will be of interest on the reassembling of the House of Commons. The experiment of referring election petitions to the common-law judges (with-

out juries) was made for the first time. Of seventy-three petitions filed in the Common Pleas, only one—a new petition for Brecknock—remains to be heard. The list has been compiled by Mr. Edwin Charles Cooke, of the Rule Office, Common Pleas.

ELECTIONS DECLARED VALID.

Borough or County.	Petitioner.	Respondent.	Judge who tried Petition.
New Windsor.....	Gardner	Eykyn	Justice Willes.
Coventry	Berry and others	Eaton and Hill	Justice Willes.
Warrington	Crozier and others	Rylands	Baron Martin.
Guildford	Elkins and others	Onslow	Justice Willes.
Salford	Anderson and others	Cawley and Charley	Baron Martin.
Bodmin	Adams and others	Hon. L. Gower	Justice Willes.
Bradford	Storey and another	Forster	Baron Martin.
Penryn	Broad and others	Fowler and Eastwick	Justice Willes.
Lichfield	Hon. A. Anson	Dyott	Justice Willes.
Wallingford	Dilke, Bart.	Vickers	Justice Blackburn.
Cheltenham	Gardner	Samuelson	Baron Martin.
Oldham	Cobbett and others	Hibbert and Platt	Justice Blackburn.
Stalybridge	Ogden and others	Sidebottom	Justice Blackburn.
Tamworth	Hill and another	Peel, Bart., and Bulwer, Bart. ...	Justice Willes.
Wigan	Brayshaw and another	Woods and Lancaster	Baron Martin.
Westminster	Beal and others	Smith	Baron Martin.
King's Lynn	Annes and another	Bourke	Baron Martin.
Manchester	Royse and another	Birley	Special case before Court of Common Pleas.
Northallerton	Johns	Hutton	Justice Willes.
Hastings	Hon. Calthorpe and another	Brassey, jun.	Justice Blackburn.
Hastings	Sutton and another	North	Justice Blackburn.
Dover	Helliott	Dickson	Baron Martin.
Southampton	Pegler	Gurney and Hoare	Justice Blackburn.
New Sarum	Ryder	Hamilton	Special case before Court of Common Pleas.
York (County of)	Hon. S. Wortley and another ...	Lord Milton and Beaumont	Baron Martin.
Southern Division of West Riding)	Stanhope	Beaumont	Baron Martin.
Ditto	Colman	Hon. F. Walpole and Sir E. Lacon	Justice Blackburn.
Norfolk (N.)			

ELECTIONS DECLARED VOID.

Borough or County.	Petitioner.	Respondent.	Judge who tried Petition.
Norwich	Tillett	Stracey, Bart.	Baron Martin.
Bewdley	Sturge and another	Glass, Bart.	Justice Blackburn.
Bewdley	Hon. A. Anson	Cunliffe	Justice Blackburn.
Bridgwater	Westropp and another	Kinglake and Vanderbyl	Justice Blackburn.
Hereford	Thomas and others	Wyllie and Clive	Justice Blackburn.
Bradford	Haley and another	Ripley	Baron Martin.
Beverley	Hind and others	Edwards, Bart. and Kennard	Baron Martin.
Waubury	Laverton	Phipps	Justice Willes.
Taunton	Williams and another	Cox	Justice Blackburn.
Blackburn	Potter and another	Hornby and Fielden	Justice Willes.
Brecknock	Lucas and another	Gwyn	Baron Martin.
Stafford	Chawner	Meller	Justice Blackburn.
Stafford	Wile and another	Pochin	Justice Blackburn.

ELECTION PETITIONS WITHDRAWN.

Borough or County.	Petitioner.	Respondent.
Gloucester	Niblett	Monk and Price.
Stockport	Hallam & another	Tipping.
Hartlepool	Walton & another	Smith.
Hull	Gray and others	Jackson.
Taunton	Pease and others	Norwood & Clay.
Preston	Dyke and another	Barclay.
Pembroke	Toulmin & another	Hermion & Sir F. Hesketh.
Pembroke	Hughes	Meyrick.
York	Gladstone	Lowther.
York	Burrill	Westhead.
Cambridge	Lloyd and another	Torrens & Fowler.
Horsham	Hurst	Aldridge.
Horsham	Dickins & another	Hurst.
Boston	Jones	Malcolm and Collins, jun.
Thirsk	Bell and others	Galloway, Bart.
Christchurch	Popham and others	Burke.
Shrewsbury	Young and another	Figgins.
Hants, S. Div.	Castleman	Rt. Hon. Cowper.
Hants, S. Div.	Drew	Lord Hy. Scott.
Warwick, S. Div.	Colley and others	Hardy.
Durham, S. Div.	Hendy	Pease and Beaumont.
Derby, N. Div.	Longsdon & others	Arkwright.
Derby, N. Div.	Coates	Lord Cavendish.
Bradford	Storey and another	Forster.

FURTHER PROCEEDINGS ORDERED TO BE STAYED (BY RULE OF COURT OF COMMON PLEAS) IN THE PETITION FROM—

Borough or County.	Petitioner.	Respondent.
Taunton	Waygood & another	James.

Correspondence.

REGISTRATION OF VOTERS.—An amendment of the law with reference to the registration of voters will soon engage the attention of Parliament. As solicitors are so largely engaged in the conduct of registration and electioneering business, it would be desirable for them to express through your columns their opinions on the amendments required. Acting on this principle, I beg to suggest that the register of each parish in cities and boroughs should not be made out, as now, in alphabetical order, but in the order in which the voters reside. The overseers necessarily have to take the names of voters from the rate books, in which they are arranged in streets, and in the order in which the voters live in such streets. The existing law requires the overseers to put the names in alpha-

betical order in the lists for publication, and they have to appear in like order in the register. Much trouble is thus given to the overseers and town clerks. The election agent in preparing his canvass books has to arrange the names of the voters in the streets in which they reside; and, without very extensive local knowledge, he cannot put them in the order in which the voters live, and thus much trouble is given to candidates and canvassers in going from one part of the street to another. To remedy this, I would suggest that the order in which the names occur in the rate books should be adhered to throughout, but to facilitate reference an alphabetical list of the names in each parish should be appended to every list made out by the overseers, and to the register. A. B.

Worcester, 25th May, 1869.

COSTS—TAXATION.—The defeated litigants in the election petition trials are not likely soon to forget their misfortunes. They are now reminded of them by the attorneys' bills of costs. Some of these are of formidable proportions, and the unhappy candidates betake themselves for relief and sympathy to the Court of Common Pleas. The case of the *Drogheda Election Petition* came before their Lordships at the instance of Mr. Whitworth, who appealed from the taxation settled by the taxing officer, and sought to have it fixed upon a less liberal scale. The motion excited interest, as it raised the question of the right of the court to review its officer's decisions as to costs, and created a precedent to govern other cases. Mr. Hamill, Q.C., who made the application, stated that junior counsel had been paid 75 guineas with their briefs, and senior counsel 100 guineas. Those sums were thought excessive, also the charges allowed for the attendance of the solicitor and of witnesses, process-servers, and others. Messrs. Butt, Q.C., and Ryland, contended that there was no appeal given in the Act from the decision of the master, but that, even if there was, the Act said that the costs were to be taxed on the same principle as costs between attorney and client in the Court of Chancery, by which was meant the Court of Chancery in England, and not the Irish court. Chief Justice Monahan delivered judgment to the effect that the court had ample jurisdiction to review the master's taxation, and that the principle of taxation adopted should have been that of the Irish Court of Chancery. The costs were accordingly remitted to the taxing-officer for amendment. In the matter of the *Derry* petition the same order will be made.—*Times*.

ESTATE AND INVESTMENT JOURNAL.

STOCK AND SHARE MARKET.

ALTHOUGH the attendance at the Stock Exchange has been decidedly small, the tone has slightly improved, some considerable purchases of Consols having been made, in anticipation of the July dividend.

The following are the fluctuations of the week:

ENGLISH FUNDS.	Fri.	Sat.	Mon.	Tues.	Wed.	Thur.
Bank of England Stock	245	245	244½	246	...	...
3 ½ Cent. Red. Ann.	91½	91½	92½	92	92½	...
3 ½ Cent. Cons. Ann.	93	93½	93½	93½	93½	93½
New 2 ½ Cent. Ann. ....	...	...	...	...	...	...
Do. do. Jan. 1894. ....	...	...	...	...	76½	...
New 3 ½ Cent. Ann.	91½	91½	...	91½	92½	92½
5 ½ Cent. Ann. ....	...	...	...	...	...	...
5 ½ Cent. Jan. 1873	...	...	...	...	...	...
Ann. 30 years exp.	...	...	...	...	...	...
April 5, 1885	...	...	...	...	...	...
Do. exp. Jan. 5, 1890	...	...	...	...	...	...
Do. exp. July 1890	...	...	...	...	...	...
Rad Sea Tele. Ann. 1908	...	...	...	...	...	...
Consols, for Acc.	93½	93½	93½	93½	93½	93½
India 5 ½ Cent. for Acc.	114½	...	114½	...	...	115
Do. 5 ½ Cents. July 1880	...	...	...	115	114½	...
India Stock, July 1880	...	...	212	...	212	...
India 5 ½ Cent. ....	...	...	...	...	...	...
India 4 ½ Cent. 1888	100½	...	100½	100½	100½	100½
India 5 ½ Cent. 1870	...	...	...	...	...	...
India Bonds (1000l.)	...	4s. d	...	5s. d	...	...
Do. (under 1000l.)	...	...	...	...	...	...
Ex. Bills, 1000l.	a	b	c	e	a	...
Do. 500l. ....	...	c	...	...	c	...
Do. 100l. and 200l.	...	...	...	...	...	...
3 ½ c. ....	...	c	...	...	c	...

a 24 and 22 per cent. 3s. dis. d Premium.
b 24 and 22 per cent. 10s. dis. e 24 and 22 per cent. 2s. dis.
c Par.

PUBLIC COMPANIES.

RAILWAY COMPANIES.

A sale by auction is announced by Mr. F. Inman Sharp, in a matter in Chancery, between Charles Stevens and the Crystal Palace and South London Junction Railway Company, of a part of the permanent line or way of the Crystal Palace and South London Junction Railway Company, forming the railway bridge on the Forest-hill-road, in the parish of St. Giles', Camberwell, in the county of Surrey, and running a distance of 933ft. to the east of the bridge, and containing 2a. and 34p., little more or less. The sale is pursuant to an order made in the above cause, with the approbation of his Lordship the Master of the Rolls, the judge to whose court this cause is attached; and the solicitors are Mr. Charles Stevens, 35, Bucklersbury, and Messrs. Maynard, Son, Markby, and Denton, Coleman-street.

BANKS.

Anglo-Egyptian.—An interim dividend at the rate of 10 per cent. per annum.

Chartered Mercantile of India, London, and China.—Two half-yearly dividends, equal to 6 per cent. per annum.

Imperial Ottoman.—A dividend of 12½ per cent. for 1868.

Provincial of Ireland.—A half-year's dividend at the rate of 20 per cent. per annum.

Union of Scotland.—Two half-years' dividends at the rate of 11 per cent. per annum.

MISCELLANEOUS COMPANIES.

Anglo-American Telegraph.—A further dividend of 17s. per share, making 47s. per share, or over 24 per cent.

Towns Drainage and Sewage Utilisation Company (Incorporated by Act of Parliament).—The object is to provide small towns or villages with the means of collecting and applying the sewage to the improvement of land.

Trust and Loan of Upper Canada.—A dividend at the rate of 8 per cent. per annum.

MINING COMPANIES.

Wheat Buller.—A call of 1l. per share has been made.

REPORTS OF SALES.

(Note.—The reports of the Estate Exchange are officially supplied in the following list. Auctioneers whose names are registered there will oblige by reports of their own sales.)

Friday, May 21.

By Messrs. FULLER, HOBBS, SON, and Co., at the Mart. Freehold mineral property, known as Cusley Wood Colliery, situate near Burton-on-Trent, Derbyshire, and containing about 50a. 3r. 10p., with plant, &c.—sold for 8000l.

Tuesday, May 25.

By Messrs. DANIEL SMITH, SON, and OAKLEY, at the Mart. Freehold manor farm, Long Sutton, Lincs, comprising a farmhouse, homestead, buildings, and about 410 acres of land—sold for 21,000l.

One moiety of a leasehold rectorial tithe rentcharge, computed at 400l. 2s. 1d., with an extraordinary tithe rentcharge of about 25l. per annum, held for the life of a lady aged 62 years, at 8l. 13s. 6d. per annum—sold for 15000l.

By Messrs. DENEHAM, TEWSON, and FARMER. Leasehold, two residences, Nos. 27 and 28, Somersford Close Stoke Newington, producing 584l. per annum, term 57½ years from 1833 at 7l. 10s. per annum—sold for 2900l. each. Leasehold residence, No. 3, Mountfort-crescent, Barnsbury-square, term 60 years from 1839 at 6l. per annum—sold for 1000l.

Leasehold house and shop, No. 16, Upper Berkeley-street West, Edware-road, let at 61l. per annum; term 96½ years, from 1835, at 9l. per annum—sold for 8500l.

Leasehold house and shop, No. 18, Upper Berkeley-street west, let at 73l. 10s. per annum; term 96½ years from 1826, at 8l. 8s. per annum—sold for 9200l.

The manor or lordship, or reputed manor or lordship, of Woodhouse End, in the parish of Grafton Hyford; an estate called the Hill Court estate, in the parish of Grafton Hyford, Worcester, comprising a residence called Hill Court, with stabling and outbuildings; an estate called Alberto, comprising two pieces of pasture land, three cottages and gardens, the whole comprising 213a. 0r. 27p. Freehold estate called "Jasper," situate as above, comprising a farmhouse buildings, and 37a. 1r. 27p.—sold for 17000l. Freehold 12a. 3r. 7p. of woodland, situate as above.—sold for 3000l.

Freehold property known as "Golder's Hill," North End, Hampstead, comprising a mansion with stabling, pleasure grounds, paddocks, 4 cottages, &c., containing 77a. 0r. 13p.—sold for 13,000l.

Freehold 12a. 2r. 3p. of building land situate at Cowhouse Green, Cricklewood-lane, Hendon—sold for 13000l.

SOLICITORS' JOURNAL.

NOTES OF NEW DECISION.

SUIT FOR DISSOLUTION—CUSTODY OF CHILDREN.—In a suit for dissolution, the petitioner had obtained a decree nisi, and before the decree absolute the Queen's Proctor intervened and charged the petitioner with connivance, and concluding to the respondent's adultery. On an application by the respondent for an order for the custody of the children, and the payment of an allowance for their maintenance, the court refused to treat it on the same principles as an interim order, and, on the ground that the suit had gone far enough to convict the respondent of adultery, refused to make the order: (*Shewell v. Shewell*, 20 L. T. Rep. N. S. 404, Div. & M.)

PRACTICE—NONSUIT.—The jury upon the trial of an action found, in answer to certain questions left to them, in favour of the plaintiff. The judge nevertheless directed a nonsuit, reserving leave to the plaintiff to move to enter a verdict upon the findings of the jury. The defendant, upon the argument of a rule obtained by the plaintiffs, accordingly objected that the verdict, if entered, would be against the evidence: Held, that it was open to him to take the objection, although he had not informed the court of his intention to do so within the time limited for moving for a new trial: (*Walker v. Cory*, 20 L. T. Rep. N. S. 453. Ex.)

COPYRIGHT—DATE OF FIRST PUBLICATION—NOVELTY.—L. and Sons registered a cricketing scoring-sheet, dating it 1851, and on dissolving partnership again registered it in L.'s own name, dating it 1863. P. having published the same thing, L. threatened an action. P. continued to publish, and on L. becoming bankrupt, purchased it of the assignees for 20l. W., who had bid 10l., purchased the sheet of P. for some time, but ultimately printed and published and sold the left-hand half, containing the totals of runs, but not an analysis of bowling, which was on the right-hand half. On bill filed to restrain the alleged infringement of the copyright: Held, that the second registration was fatal, not show-

ing the real first dated publication; that there was no novelty or sufficient subject for copyright, and bill dismissed with costs: (*Page v. Wisden*, 20 L. T. Rep. N. S. 435. V.C. M.)

DEMURRER—PRACTICE.—Where a fatal objection appears on the face of a bill, and a demurrer is not put in, in dismissing the bill it will be without costs, except in the case of an injunction bill: (*Ibid.*)

REMOTENESS OF DAMAGE—NEGLIGENCE.—The defendants were proprietors of a cut for conveying water from the Middle Level into the River Ouse, protected by banks and a wall, and by their negligence the cut burst, and the water flooded the neighbouring land. The plaintiff was in occupation of a farm, which the water did not at first reach, but as the tides daily became higher, the plaintiff, in order to keep the water from his land, closed a culvert, which had been constructed by the defendants, in pursuance of their Act for the purpose of draining the water from the land about the plaintiff's farm into the lower ground, which was first flooded. The proprietors of the lower ground, fearing this might cause greater damage to their property, opened the culvert, and the plaintiff's farm became flooded, and his crops injured: Held, that, whether the proprietors of the lower ground were justified or not in opening the culvert, the primary and substantial cause of injury was the defendants' negligence, and the defendants were therefore liable for the damage to the plaintiff: (*Collins v. The Middle Level Commissioners*, 20 L. T. Rep. N. S. 442. C. P.)

OCCUPIERS UNDER DIFFERENT TENANTS IN COMMON—ACTION EX DELICTO.—Plaintiff and defendant in an action of trespass and trover held the same land under two tenants in common respectively: Held that the action would not lie: (*Jacobs v. Seward*, 20 L. T. Rep. N. S. 448. C. P.)

ERROR—SPECIAL CASE—COMMON LAW PROCEDURE ACT 1854, s. 32.—An action for obstruction of ancient light was referred by judge's order to arbitration, and the order of reference provided that the arbitrator should, if required by either of the parties, state a special case for the opinion of the court, and that judgment should be entered according to the opinion of the court. He stated a special case raising the question whether the plaintiff was entitled to the flow of light, on which the judgment of the court was for the plaintiff: Held, that there was no judgment upon which error could be brought: (*Courtauld v. Legh*, 20 L. T. Rep. N. S. 496.)

PETITION OF MR. OSGOOD.

To the Honourable the Commons of the United Kingdom of Great Britain and Ireland in Parliament assembled.

The humble petition of George Osgood, an attorney of the Superior Courts at Westminster, a solicitor of the High Court of Chancery, and late registrar of the Sheriffs' or City of London Court, in the city of London.

Sheweth,—That your petitioner served his articles of clerkship with Messrs. Clarke, Fynmore, and Flagdate (now Messrs. Flagdate, Clarke, and Finch), of Craven-street, Strand.

That your petitioner was admitted an attorney of all the Superior Courts at Westminster, and a solicitor of the High Court of Chancery, in Trinity Term 1842, and has since been appointed a commissioner for taking oaths in Chancery, the Courts of Queen's Bench, Common Pleas, and Exchequer, and is a member of the Incorporated Law Society of the United Kingdom, and of Clifford's-inn.

That on the 31st July 1856 your petitioner was elected by the Right Hon. the Lord Mayor, aldermen, and commons of the city of London in common council assembled, to the office of chief clerk of the Sheriffs' Court of the said city of London (which is in fact the County Court for the said city), under the provisions of the London (City) Small Debts Act, at a salary of 400l. a year, which was, two years afterwards, increased to 500l. per annum, when, in consequence of the nature and duties of such office, and the time they required from your petitioner, he was virtually compelled to give up all private practice.

That by sect. 11 of stat. 15 Vict. c. 77 (which is a private Act obtained by the corporation of the said city of London), the chief clerk of the said Sheriffs' Court was and is required to be "an attorney of one of Her Majesty's Superior Courts of Common Law, who shall have practised as an attorney for at least five years," and the power of appointment and of removal for cause of such clerk is vested in the said Lord Mayor, aldermen, and commons of the said city of London, in common council assembled.

That after the election of your petitioner to the said office (now called registrar of the City of London Court), which is an office for life, and tenable during good behaviour, as an office created by statute and connected with the administration of justice, the said Lord Mayor, aldermen and commons of the said city of London endeavoured to, and as far as in them lay did limit the tenure of the said office to the term of one year, and by a standing order made by them in that behalf compelled your petitioner to present himself once in every year for election, and elected him from time to time for one year only, until the 8th Feb. 1866, when they elected your petitioner for a period of three months only, and on the expiration of that period for a further period of three months, until the day when they wrongfully removed your petitioner from his said freehold office, without any reasonable or probable cause, as is hereinafter set forth.

That your petitioner was not aware of any reason or object on the part of the said Lord Mayor, aldermen, and commons in thus limiting your petitioner's said office; but various members of the said common council were, and are still, in the habit of practising as attorneys in the said City of London Court, and many sue and are sued in the said court, of which court your petitioner was also the taxing officer, and many of his other duties were of a judicial character.

That the said court has a very large, important, and, in many instances, an exclusive jurisdiction, especially since the passing of the County Courts Equitable Jurisdiction Bill and the Act of Parliament and Her Majesty's order in council consequent thereon, giving Admiralty jurisdiction to it over nearly the whole of the river Thames, and the several counties adjacent thereto.

That during the eleven years your petitioner held the said office he conducted himself diligently in his said office, and no complaint was ever made against him, either by the judges of the said court or by any suitor in the said court, or by any attorney or other person practising in the said court; but, on the contrary thereof, a voluntary testimonial, signed by twenty-five barristers (among whom were two County Court judges, two Queen's counsel, three sergeants-at-law, and seven deputy County Court judges), and fifty attorneys practising in the said court, was presented to your petitioner in April 1866, testifying to the efficient, expeditious, and very satisfactory manner in which the official business of the said court was conducted by your petitioner, and to the personal attendance, attention, facility, and courtesy shown by him.

That on several occasions during the said period of your petitioner's holding his said office the officers' and clerks' committee of the said common council recommended that your petitioner's salary should be raised, and otherwise expressed their approbation of your petitioner's conduct and service.

That in the month of Aug. 1866, the high bailiff of the said court suddenly objected to hand up to the judge certain notices which theretofore he had been accustomed to hand up with the plaints, and, in consequence of his making such objection, the judge of the said court made an order dispensing with his attendance in court, and ordering an inferior bailiff to attend and perform the said duty.

That on the 3rd Oct. 1866, the said high bailiff (unknown to your petitioner) addressed a letter to the Lord Mayor asking for an investigation into the causes which had led to the before-mentioned order, and alleging that the duty of handing up the said notices belonged to your petitioner.

That on the 18th Oct. 1866, the said Lord Mayor laid the said correspondence before the said common council of the said city of London, and it was thereupon referred by them to the said officers' and clerks' committee to report thereon, which said committee had before them, and heard the *ex parte* statements of the said high bailiff and a great number of clerks out of the office of your petitioner, who was not allowed to be present, and the said committee then and there required the said high bailiff to put certain charges into writing against your petitioner, the said high bailiff and clerks so examined, being all annually elected and appointed by the said corporation, and not by your petitioner as such registrar as aforesaid, as in all the metropolitan and other County Courts, although your petitioner was held responsible for the whole of the staff of his said office.

That your petitioner was afterwards desired to attend before the said committee and make explanation.

That your petitioner did attend before such committee at several meetings thereof, and was then repeatedly told that there was no charge against your petitioner, and the learned judge of the said court also attended, and then informed the said committee that he had no complaint whatever to make against your petitioner, and that he was well satisfied with the manner in

which your petitioner had performed the duties of his said office.

That afterwards, notwithstanding all that had occurred, the said committee reported to the said common council that the duties of your petitioner's said office had not been properly performed by him, although such duties were laid down and were most clearly defined by the Act of Parliament constituting the said court, and the said common council thereupon called upon your petitioner to show cause why he should not be removed from his said office.

That your petitioner thereupon, by the advice of counsel, addressed by his attorneys a letter to the said common council, asking for a statement of the specific charge or charges against which he should show cause; but the only reply he received thereto was a reference to the minutes of what was termed the evidence taken before the said committee, but which consisted of *viva voce* and written statements *not upon oath*.

That such committee consisted of forty-three members, but the said meetings were not attended by all such members or a majority thereof, and differed in its constituent parts on every occasion when it so met as hereinbefore stated, and many of the members thereof who did attend, attended at irregular intervals from time to time, and the same members did not attend all the meetings of the said committee, nor did those members of the said committee who attended all the meetings attend at the commencement of the proceedings at those meetings, or continue during the whole proceedings, so as to be present and hear all the proceedings during the whole time of such meetings; and of the said forty-three members thereof only sixteen signed the report, of which sixteen members so signing, seven only attended all the said meetings or parts of all the said meetings of the said committee at which such evidence was taken as aforesaid; one attended three such meetings, or parts thereof; five attended two such meetings, or parts thereof; one attended one such meeting, or a part thereof; and two such members did not attend any of the meetings of the said committee.

That afterwards, on the 2nd May 1867, your petitioner was heard by counsel before the said Lord Mayor, aldermen, and commons in common council assembled, and thereupon a resolution was passed removing your petitioner from his said office, and a further resolution appointing the city solicitor, Mr. Thomas James Nelson, to fill the said office *pro tempore*.

That afterwards your petitioner applied to the Court of Queen's Bench at Westminster for an information in the nature of a *quo warranto* to test the legality of such proceedings.

That afterwards, at the suggestion of the Court of Queen's Bench, the form of the proceedings was changed, and a special case stated between your petitioner and the said city solicitor, he being the recognised legal representative of the said Court of Common Council, in which all the facts were set out in detail, and the Court of Queen's Bench put in possession of all that had occurred.

That the case came on again for argument during Hilary Term 1869, and occupied three days in the discussion, when the court gave judgment for the defendant, on the ground that, as the said statute had given the power of removal to the said Lord Mayor, aldermen, and commons for inability, misbehaviour, or for any other cause which may appear reasonable to the mayor, aldermen, and commons, the court could not interfere on the merits and with them in the exercise of their jurisdiction, so long as the proceedings had before them appeared to be regular.

The Lord Chief Justice (with the other judges) in delivering judgment, said, "that he believed the decision of the Court of Common Council to have been a most mistaken one; that if it had been the verdict of a jury it could not have stood; that if he had tried the case at Nisi Prius, and a verdict had been found against your petitioner so far as his (the Lord Chief Justice's) influence could avail that verdict should not have stood; that he regretted exceedingly that as jurisdiction had been given to the Court of Common Council they could not interfere upon the merits, he wished that they could, because certainly he should say that the result of the inquiry had not been as regarded the justice of the case satisfactory; that the judgment of the Court of Common Council was not one which they, the judges of the Court of Queen's Bench, should have pronounced, and certainly was not one which they could then approve, and that neither that court nor any other judicial tribunal would have so dealt with one of its own judicial officers."

That your petitioner craves leave to refer to the reported judgments of the several judges of the Court of Queen's Bench in reference to this matter as showing the opinion of the said judges on the said common council towards your petitioner.

That your petitioner has been oppressively deprived of his said freehold office by an unjusti-

fiable exercise of authority on the part of the said common council, and without any fault on his part, or neglect of duty in his said office, it being contended on the part of the said corporation that the words "or for any other cause which may appear reasonable to the mayor, aldermen, and commons," gives to them an *absolute and unbounded jurisdiction*, and an *uncontrollable and unqualified power of removal* which cannot be questioned in any way, but no such words are in any of the County Court Acts.

That there is nothing now to distinguish the said City of London Court, of which your petitioner was the registrar, from the metropolitan and other County Courts, save and except in the much larger and more important business done, the much smaller salary paid to, and the power of appointment and removal of your petitioner being in the said common council of London, instead of the power of his removal being solely vested in the Lord High Chancellor as in the case of the registrars of all the other County Courts.

That it is manifestly for the public advantage, and for the proper and impartial administration of justice that the registrar of the said City of London Court as a public legal officer should be rendered independent of all private or party influences, prejudices, intrigues, and cabals which alternately govern the movements of a body constituted like the said Common Council of London, consisting of 232 members, of whom 40 form a quorum, and your petitioner conceives that no good or sufficient reason exists why the powers of appointment and removal given by the said *private* statute should not be taken away from the said Common Council of London, and be vested in the said Lord High Chancellor, and exercised as in the case of all the other County Courts, and the registrar of the said City of London Court placed now and from time to time in all other respects upon the same footing as the registrars of the other metropolitan County Courts.

That on the 9th Feb. 1869 your petitioner addressed the following letter to the said Court of Common Council:—

To the Right Honourable the Lord Mayor, Aldermen, and Commons of the City of London, in Common Council assembled.

31, The Cedars, Putney, 9th Feb. 1869.

My Lord and Gentlemen,—The judges of the Court of Queen's Bench having in their recent judgment in the case of myself v. Nelson (as will be seen on reference to the shorthand writer's notes), unanimously decided that I had given "a complete answer to the accusations" that were brought against me, I venture most respectfully to address your honourable court, and to express a hope that you will deem it not unworthy of your high position and dignity to reconsider the resolution passed by you on the 2nd May 1867, removing me from my office.

The judges of the Court of Queen's Bench expressly stated that such decision was arrived at "after twice going through the evidence carefully," such evidence being the same evidence as was submitted to your honourable court on the 2nd May 1867. I do not hesitate to express my very deep and sincere regret that any circumstances should have arisen to cause such an unhappy difference between your honourable court and myself, especially after the many years I had the honour to be in your service.—I have the honour to remain, my lord and gentlemen, your most obedient and humble servant.

That on the 25th Feb. 1869 such letter from your petitioner was read in open court to the said Court of Common Council, when a resolution was passed that the said letter be ordered to lie upon the table.

That as the law now stands there is no redress open to your petitioner, save and except what may be granted by your honourable House.

Your petitioner, therefore, most humbly prays that your honourable House may be graciously pleased to take into consideration your petitioner's case, and the expediency of repealing so much of the stat. 15 Vict. c. 77, as relates to the salary of and to the powers of appointing and removing the registrar of the said City of London Court, and of enacting that the powers of appointment and removal of the registrar of the said City of London Court shall be, and be vested in the Lord High Chancellor, and exercised by him, as in the case of the Metropolitan County Courts, and that the registrar of the said City of London Court shall be placed now, and from time to time, in all other respects upon the same footing as the registrars of the Metropolitan County Courts. And that your honourable House will pass such measures to restore your petitioner to his said office, or to grant such other relief to your petitioner as your honourable House may deem expedient.

And your petitioner will ever pray, &c.

ROLLS COURT.

Wednesday, May 26.

Re JAMES GRAY (a solicitor): *Ex parte* THE INCORPORATED LAW SOCIETY.

His LORDSHIP gave judgment in this matter, which some time since came before the court at the instance of the above society, and of which the object was to investigate the conduct of Mr. Gray in respect to professional transactions. It was alleged that Mr. Gray had filed a bill for specific performance in the name of the assignee of a bank-

rupt without his knowledge, and also that he had allowed a client to make an affidavit, the contents of which he knew to be false. The bill was dismissed with costs, and as it had been filed without the sanction of the Court of Bankruptcy, the assignee was liable for the costs, which amounted to 140*l.*, and which he paid. He sued Gray for the amount, but obtained only a composition of 2*s.* in the pound.

Haynes appeared for the Law Society.

Gray conducted his own defence.

His LORDSHIP, after remarking upon the importance of solicitors investigating the statements of their clients as to facts and dates, said that here the client had been allowed to swear to gross falsehoods. After stating some of the circumstances, showing no authority to file the bill had been given, his Lordship said, in the present practice a retainer from the client should be had in every case—indeed, Lord Langdale thought a written retainer was proper in each instance of a bill being filed; but the course was for the court to rely on the honour of the Profession, and experience justified it. Mr. Gray must be suspended from practising as an attorney or solicitor for ten years, though, if reparation were made to the injured party, the case might be reconsidered. In conclusion, his Lordship observed upon the value to the Bench and the Profession in both branches, of the services rendered by the Law Society in matters of this description.

LIST OF GENTLEMEN APPLYING TO BE ADMITTED AS ATTORNEYS.

Trinity Term, 1869, pursuant to Judges' Orders.

Bateson, Andrew Malcolm, Masham, article to J. Fisher, Masham
Eastham, William, 5, Park-row, Knightsbridge; and Clitheroe—J. Eastham, Clitheroe
Harvey, Frank Jacob, Torquay; and 151, Warwick-street, Hanover-square—B. Hooper, Torquay
Kennedy, Charles, Birmingham—E. H. Collis, Birmingham
Lind, Charles Henry, 9, Travers-road, Holloway—J. Guscotte, 19, Essex-street, Strand

Trinity Vacation, 1869, pursuant to Judges' Orders.

Gray, Frederick John, Louth; and 12, Montague-place, Poplar—W. Grange, Great Grimsby; and E. Byrne, Whitehall-place
Blake, Charles, Newport; and 32, Fitzroy-street—H. J. Davis, Newport; G. Blakey, Newport; and W. J. Lloyd, Newport
Buller, William Templer, Richmond—H. A. Templer, Bridport
Collins, James Duppa, Wisbech; and 8, Pembroke-gardens, Notting-hill—J. Bowker, 6, Bedford-row
Comins, Thomas Melhuish, the Younger, Witheridge; and 1, Caroline-street, Bedford-square—T. M. Comins, sen., Witheridge
Davidson, James Henry, 22, Basinghall-street—S. Davidson, 22, Basinghall-street
Edwards, Edmund George, Pontypool; and 12, Compton-street—E. B. Edwards, Pontypool
Funston, James, 57, New North-road, Hoxton—H. Webster, 10, Basinghall-street; and G. E. East, 3, Sion College-gardens
Greening, Joseph Robert, 12, Arthur-road, Brixton—J. S. Bennett, 37 and 38, Mark-lane
Heelis, John Alcock, 28, Cambridge-terrace; and Appleby—E. Waugh, Cockermouth
Jackson, Henry James, Bardsley-gate, Cheshire—H. Hall, jun., Ashton-under-Lyne
Lucas, Lionel Richard, jun., Louth; and 19, Keppel-street, Russell-square—W. Allison, Louth
Morgan, William, 36, Great Western-terrace, Bayswater; and Mordan, Rhyl—J. P. Jones, Denbigh; and G. Kendrick, 10, King William-street
Payne, William Griffin, 8, Ampton-street, Gray's-inn-road; and Worcester Eynesbury, Hunts—S. M. Beale, Worcester
Rendell, William Francis, 42, Great Ormond-street—R. Francis, Newton Abbot
Sampson, Joseph, Manchester—J. Lamb, Manchester
Williams, David Theodore, B.A., Wigan—E. Scott, Wigan; and E. Scott, Wigan
[For former names see page 491 of last volume.]

Applications to be re-admitted in Trinity Term 1869.

Evans, John, Wrexham
Leigh, Alfred, Baguley, near Manchester

Applications to take out or renew Certificates on the 14th day of June 1869.

Andrews, James Haddfield, 59, Maitland-park-road, Haverstock-hill
Buckingham, William Fletcher, Croydon; 3, Abingdon-villas, Kensington; and Congleton (for 24th May)
Crickmore, William, Brookdish, Norfolk
Eley, John, 22, Central Avenue, Oxford-market; 11, Newport-court, Newport-market; 329, High Holborn; and 13, Took's-court
Knocker, William Wheatley, Sevenoaks; Anerley; Upper Norwood; and Dover (for 31st May)
Messiter, Frederic, Aston; and Birmingham
Morris, William Hughes, Carmarthen; and 11, Maddox-street
Nelson, John, Wath-upon-Deane
Newington, George, Goudhurst; and Catford-bridge
Openshaw, James, Manchester
Symonds, Joseph Hargrave, Tottenham; and Lower Edmonton

CREDITORS UNDER ESTATES IN CHANCERY. LAST DAY OF PROOF.

BOWYER (James), Peterchurch, Hereford. June 25; G. Games, solicitor, Hay, Brecon. July 6; V.C. S., at one.
KAY (Samuel), Monk's Coppenhall, Chester. June 19; E. S. Bent, solicitor, Winsford, Chester. July 5; V.C. S., at twelve.

MORTIMER (William), Albion public-house, Thornhill-road, Barnsbury, July 1; Martineau and Reid, solicitors, 2, Raymond-buildings, July 15; V.C.S., at twelve.
 REED (Elizabeth), Alvaston-house, Derby, June 21; T. M. Clabury, 68, Cheapside, E.C. July 5; V.C.J., at twelve.

CREDITORS UNDER 22 & 23 VICT. C. 35.

Last day of Claim, and to whom Particulars to be sent.
 ALMOND (Emma), Telford-lodge, Lower Tulse-hill, June 30; W. Holland, solicitor, 30, Bedford-row.
 BENNETT (Jno. S.), 37 and 38, Mark-lane, London, Aug. 1; G. R. Longden, solicitor, 37 and 38, Mark-lane.
 CALTHORPE (Hon. Frances Elizabeth G.), 11, Chesham-place, July 1; Whitley and Whitley, solicitors, 41, Waterloo-street, Birmingham.
 COMBER (Andrew), Stand-house, Lancaster, June 24; Cunliffe and Leaf, solicitors, Brown-street, Manchester.
 DEW (Capt. Rodrick), Whitney-court, Hereford, July 1; Rogers, Jull, and Co., solicitors, 40, Jernyn-street, St. James's, W.
 DILLING (Wm.), Waggon and Horses, Surbiton, victualler, June 24; Edward Fuller, solicitor, 39, Hatton-garden.
 DENNAGE (Wm.), Albion House, Surbiton, Surrey, July 1; Jno. Evans, 39, Lincoln's-inn-fields.
 EARP (Ann), Wolverhampton, July 20; F. Gough, solicitor, Wolverhampton.
 EDWARDS (George N.), 20, Finsbury-square, June 30; Brooks and Co., solicitors, 7, Goddian-street, Doctors'-commons.
 EYTON (Robert J.), Manor-house, Whitestunton, Somerset, July 1; Tucker and Forward, solicitors, Chard, Somerset.
 FRERE (John), Whitechurch, Southampton, June 30; J. Lott, solicitor, 12, Great George-street, Westminster.
 HARRISON (John), 34, Melton-street, Euston-square, June 24; Pews and Irvine, solicitors, 31, Mark-lane.
 LASKELLES (William), 3, Clifford's-inn, June 30; F. Kearsey, solicitor, 35, Old Jewry, London.
 LAW (John), West Melton, Wath-upon-Dearne, York, Aug. 1; Nicholson, Saunders, and Co., solicitors, Wath, near Rotherham.
 LOVINGHAM (William), Paradise, Chardstock, Dorset, July 1; Tucker and Forward, solicitors, Chard, Somerset.
 LOWER (Jno.), Bilston, Staffordshire, July 20; F. Gough, solicitor, Wolverhampton.
 LUTMAN (Jno.), Portsea, Southampton, July 1; Pearce and Marshall, solicitors, 13, Union-street, Portsea.
 MACLAURIN (Elizabeth L.), 27, Pelham-street, Thurlow-square, July 20; Boodle and Partington, solicitors, 53, Davies-street, Berkeley-square.
 MCBRIDE (Thos.), 43, Upper Grosvenor-street, July 7; W. Day, solicitor, 1, Queen-street, Mayfair.
 MONK (Thomas B.), Rosherville, near Gravesend, June 24; T. Cheesman, solicitor, 103, Parrock-street, Gravesend.
 OLLIVY (Sir Joshua F.), 12, Chichester-terrace, Brighton, and Paris, June 1; Jno. Evans, 39, Lincoln's-inn-fields, W.C.
 POTTER (Mary Ann), 16, Mortimer-street, Cavendish-square, June 24; Jno. Wells, solicitor, 23, Percy-street, Bedford-square.
 QUINCY (Richard Fairlight), West-hill, Sydenham, July 21; Thomas and Hollams, solicitors, Mineing-lane, London.
 SHERRESON (William), Kingston-upon-Hull, Aug. 1; Lightfoot, Earnshaw, and Co., solicitors, 12, Bowl-alley-lane, Hull.
 SEWARD (William), 15, Medburn-street, St. Pancras, July 5; T. W. Marchant, solicitor, Deptford.
 STROEN (Henry), Long-lane, July 10; W. H. Haycock, solicitor, 4, College-hill.
 THOMAS (Thomas), 8, Addison-terrace, Kensington, July 1; W. F. Haycock, solicitor, 4, College-hill, E.C.
 WATSON (William), 80, Piccadilly, July 3; W. H. Haycock, solicitor, 4, College-hill, London.
 YATES (Joanna), Norfolk-road, Sheffield, June 21; Charles G. Eam, solicitor, 7, George-street, Sheffield.

UNCLAIMED STOCK AND DIVIDENDS IN THE BANK OF ENGLAND.

Transferred to the Commissioners for the Reduction of the National Debt, and which will be paid to the persons respectively whose names are prefixed to each, in three months, unless other claimants sooner appear.]

HAWKINS (Captain A. M.), Royal Navy, Dividend on 4000/. Reduced Three per Cents. Claimant, Christopher S. Hawkins, executor of the late.
 TELL (Elizabeth G.), Charlton, Middlesex. Dividend on 200/. Reduced Three per Cents. Claimant, said Elizabeth G. Tell.
 TURNER (Eliza Ann), Lewes, Dividend on 1217. 11s. 3d. Reduced Three per Cents. Claimant, R. Turner.

NEW CHANCERY CHIEF CLERK.—Mr. Pritchard, the additional chief clerk at Vice-Chancellor Malins's chambers, took his seat on Friday week for the first time, and will hear cases from G to N in the alphabet of causes.

LIFE ASSURANCE.—A petition in favour of Mr. Cave's Life Assurance Bill, to which Mr. Cogan intends, pursuant to notice, to call attention in the House of Commons after the recess, sets forth that a particular company named has, as the petitioners are informed and believe, assumed the liabilities of about twenty other offices, and that policy-holders transferred without their leave being asked or given can get no information as to what those liabilities are. On the petitioners proposing to surrender their policies, one who had paid in premiums nearly 600l. was offered 84l. 6s. 6d., while a gentleman who had paid nearly 370l. was offered the sum of 34l. 9s. 2d. The office which has so freely assumed the liabilities of other companies, and which, we may add, is one of the most largely advertised, has, it is alleged, no recognised legal existence at all, except under a title which it has abandoned.

THE NEW COURTS OF JUSTICE.—The Act of the Courts of Justice (Embankment Site) Bill has been issued. It is indorsed by Mr. Layard, the Chancellor of the Exchequer, and Mr. Ayrton. The Bill declares that it is expedient that the courts of justice should be built on or near that portion of the land reclaimed by the embankment of the river Thames which lies between the Temple and Somerset House; and it will enable the Commissioners of Her Majesty's Works and Public Buildings to acquire that site for the erection and concentration of the courts of justice and of various offices belonging thereto. The amendment of existing Acts relating to the

courts of justice is also provided for in the bill. The commissioners are to be invested with the necessary powers by the Act. The limit for the compulsory purchase of land is to be three years, and all expenses are to be defrayed out of moneys to be provided by Parliament. No building is to be commenced until a contract for the completion of the whole of the buildings proposed to be constructed on the prescribed lands has been entered into and laid before Parliament; nor unless it appears that the total amount of money to be paid under the contract, together with the cost of purchasing the lands, will not exceed 1,600,000l. The words "Courts of Justice" are intended to include the Superior Courts of Law and Equity, the Probate and Divorce Courts, the High Court of Admiralty, and such other courts for the administration of justice as may be prescribed by the Treasury.

THE BENCH AND THE BAR.

DINNER TO HER MAJESTY'S JUDGES.

On Wednesday evening the Lord Mayor and Lady Mayoress entertained Her Majesty's judges, several members of Parliament, the aldermen, metropolitan police magistrates, many of the more prominent members of the Bar, and the high officers of the Corporation, at dinner at the Mansion-house, which was served in the Egyptian-hall. The guests were upwards of 260 in number, and included, among others, Lord Justice Selwyn and Lady Selwyn, Mr. Baron Bramwell, Mr. Justice Blackburn and Miss Blackburn, Mr. Justice Keating, Mr. Justice and Lady Lush, Mr. Justice Montagu Smith, Mr. Justice and Lady Hannen, Mr. Justice and Lady Brett, Mr. Baron and Lady Cleasby, Vice-Chancellor and Lady Malins, Sir William and Lady Erle, the Right Hon. Spencer Walpole, M.P., Sir Roundell Palmer, M.P., and Lady Laura Palmer, Sir Richard and Lady Bagallay, Sir Thomas Henry, Mr. Craufurd, M.P., and Mrs. Craufurd, Mr. Thomas Hughes, M.P., and Mrs. Hughes, Mr. John Locke, Q.C., M.P., and Mrs. Locke, Mr. Amplett, Q.C., M.P., the Hon. George Denman, Q.C., M.P., and Mrs. Denman, Mr. Jessel, Q.C., M.P., and Mrs. Jessel, Mr. Roebuck, Q.C., Mr. Greenwood, Q.C., Mr. Bliss, Q.C., Mr. Southgate, Q.C., Mr. Keene, Q.C., Mr. Serjeant and Mrs. Parry, Mr. Serjeant Tindal Atkinson, Mr. Serjeant Robinson, Mr. Serjeant Simon, M. P., and Mrs. Simon, Mr. Serjeant Cox, Mr. Serjeant Sargood, Mr. Alderman and Sheriff Cotton and Mrs. Cotton, Mr. Sheriff and Miss Hutton, Mr. Oke, Chief Clerk to the Lord Mayor; Mr. Under-Sheriff and Mrs. Crossley, Mr. Under-Sheriff Slee, Mr. Selfe, Mr. Cooke, Mr. Burcham, Mr. Partridge, Mr. Patteson, Mr. Poland, Mr. Besley, Mr. Daly, Mr. R. N. Philipps, Mr. De Tracy Gould, of the American Bar; Mr. James Vallentin, Mr. C. K. Freshfield, Solicitor to the Bank of England, and Mrs. Freshfield; Mr. Avory, clerk of arraigns, Central Criminal Court; Mr. and Mrs. J. H. Brewer, Mrs. Gregory Foster, Mr. and Mrs. W. H. Ashurst, Mr. A. R. Bristow, Solicitor to the Admiralty, and Mrs. Bristow; Mr. Richard Mullens, Mr. C. O. Humphreys.

On the removal of the cloth the usual loyal and constitutional toasts were given from the chair, the Lord Mayor and the Lady Mayoress having previously, according to custom, drank to their guests in a loving cup.

Major-General Boileau responded to the toast of the Army, Admiral Sir George Back to that of the Navy, and Captain Pawson to that of the Volunteers.

The Lord Mayor, in proposing the toast of the evening, "Her Majesty's Judges," said the city of London had been long and intimately connected with them, and his brother magistrates and himself had regarded that association as most beneficial to themselves and most advantageous to the administration of justice within the city. One of the most distinguished judges the other day had been pleased to say the advantage was not all on the side of the magistrates, and that the judges themselves reciprocated the kindly feelings which the magistrates had invariably manifested towards them. From all time the judges had exercised their functions regardless of all political or other consideration save that of doing justice between man and man, and the name of an English judge was held in respect by the people of all nations who had had opportunities of observing how justice was administered in this country.

Mr. Baron Bramwell, whose name had been coupled with the toast, said he hoped and believed it was not a mere formal compliment that had been paid the judges, but the expression of substantial goodwill, and, excepting his unworthy self, he thought they deserved such a compliment. (A laugh.) Some people were prone to praise bygone days, but he ventured to think there never was a better set of men filling judicial offices than at the present time. Who knew better the good qualities of his judicial brethren than he did? The Lord Mayor had said they discharged their duties without any other desire than to do justice

between man and man. Though formally called to the discharge of those functions by the Crown, they were in reality appointed by the people, for it was public opinion which designated them for the office (hear, hear), and he ventured to think, therefore, the compliment paid them that evening was a real one. There was one thing, however, they could not do; they could not decide in favour of both parties, and they occasionally gave a very great deal of dissatisfaction. (A laugh.) The rogue generally got the better. He had put a hand in his pocket and found nothing. He had tried and failed. But where there were two litigants one could not understand why he was beaten, and he was prone to find fault with the judge, observing that if he had only a little more brains or a little more law the result might have been different. To another man it might be said, "Are you not obliged to Mr. Justice So-and-So for ruling as he did?" "Not in the least," was the reply; "he would have been out of his senses if he had not decided in my favour." (A laugh.) So the judges often got into trouble. He did not know any way of reconciling those anomalies than by expressions of goodwill by their fellow-subjects such as had been witnessed that evening. He was sure that what might be called the impartial public were satisfied with the way in which the judges discharged their duties. (Hear, hear.) There was no place where they discharged those duties to so large an extent as in the City of London, and while sitting at the Central Criminal Court he had often received great assistance and comfort from the aldermen sitting by his side when his own judgment failed him. It was generally a great satisfaction for a judge to know he had by his side practical men from whom he should derive assistance at times. He thanked the company on behalf of the judges of the land for the honour that had been paid them, and which was eminently calculated to animate them in the discharge of their duty.

Sir Roundell Palmer, speaking to the toast of "The House of Commons," which had been proposed by the Lord Mayor, said on most occasions he might feel almost oppressed with the duty of returning thanks for that house in the presence of so many members of it; but perhaps on that occasion he might be permitted to see some degree of propriety in calling on a member of his own profession to respond for that house, because on that occasion that great City of London, at all times foremost in the vindication of the public liberties of this country, met according to its annual custom to do honour to the administration of the law as represented in the persons of its judges. As the judges were in this country the representatives of the law, so the members of the House of Commons had cast on them in an especial manner the duty of being the representatives of public liberty, and therefore such a toast as that invited them to regard, above all other things, as the great happiness and glory of this country, the union and the consolidation of the law and of liberty. (Cheers.) Liberty was as the air we breathed, without which we could not live for any purpose worthy of a true or noble life; but if it were made the instrument of every gust of popular caprice or passion, it would no longer deserve the name. Liberty, therefore, to be worthy of the name, must be placed under the guarantee of law. It must show respect for all law. It must aim at establishing and securing itself only on legal foundations, and by legal means, and he was happy to think that spirit pervaded the House of Commons at this day as strongly as at any former times. The late House afforded a remarkable instance of their confidence in the administration of the law by referring for the first time the determination of the great question of the right to sit in that House to the ordinary tribunals of the country. A most difficult duty it was, and he would only say that from one end of the country to the other all persons were sure that that duty had been discharged with the same integrity and fidelity as all other duties of the Judges were invariably performed. (Cheers.) They did not all agree in that House of Commons, but, whether in a majority or a minority, those who had the honour to belong to the present House would universally say that they did not recognise in it features of a character less worthy of the country, less full of security in the present and hope in the future, than those which existed in the former House. There was the same spirit of English gentlemen pervading it, the same spirit of discipline and self respect, the same loyalty to the Crown, the same intention and determination to maintain law and order, and to go forth animated by the desire of continual progress, but still adhering to the old paths of the great Constitution under which it was our happiness to live. (Cheers.)

Lord Justice Selwyn briefly responded to the toast of "The Equity Judges;" Mr. Baron Bramwell, in complimentary terms, proposed "The Health of the Lord Mayor;" the Queen's Advocate (Sir Travers Twiss) replied to the toast of "The Bar of England;" Sir Thomas Henry to

that of "The Metropolitan Magistrates;" Mr. Alderman Sidney to that of "The Aldermen of London;" Sir William Erle proposed "The Health of the Lady Mayoress."

MAGISTRATE AND PARISH LAWYER.

NOTES OF NEW DECISIONS.

HIGHWAY—CATTLE STRAYING—RIGHT OF PASTURAGE.—The Highways Act (27 & 28 Vict. c. 101, s. 25), inflicting a penalty on suffering cattle to stray on a highway, excepts any right of pasturage that may exist on the sides of any highway. The owner was held to be liable to the penalty, though having such right of pasturage, if the keeper in whose charge the cattle are, suffer them to stray from the sides upon the highway: (*Golding v. Stocking*, 20 L. T. Rep. N. S. 479. Q. B.)

POOR-RATE—APPEAL—NOTICE—ASSESSMENT COMMITTEE.—An appellant, before appealing to the quarter sessions against a rate, must in all cases first appeal to the assessment committee, and this is necessary for every separate rate though made according to the same valuation list. A railway company objected before the assessment committee to a rate made on the 15th May, and, having failed to obtain relief, appealed to the quarter sessions, who stated a case for the opinion of the Queen's Bench. Another rate was made on Oct. 19 on the same valuation list, and the company, without again appealing to the committee, gave notice of appeal to the quarter sessions against that rate, and applied to enter and register it, on the ground that the first appeal had not been disposed of and that the same question was involved. The quarter sessions was held rightly to have refused to do so: (*R. v. Great Western Railway Company*, 20 L. T. Rep. N. S. 481. Q. B.)

DRUNKENNESS—23 & 24 VICT. c. 27, ss. 30 AND 40.—B. preferred an information against C. for drunkenness and indecent behaviour in the street under the above statute. On examination B. admitted that he was not a constable or peace officer of the borough, on which the charge was dismissed, and no certificate of dismissal was given. An information for the same offence was then preferred by a constable, and the defendant applied for a certificate of dismissal from the former charge, which the justices refused on the ground that it had not been heard and decided on the merits. They were held to have rightly proceeded to hear the second information: (*Foster v. Hull*, 20 L. T. Rep. N. S. 482. Q. B.)

ALBHOUSE—GAMING—PLAYING AT TENPINS FOR BEER—LICENCE.—B., an alehouse keeper, and three of his customers, played at tenpins for a pint of beer each game, the beer being supplied as it was won or lost, and being drunk by all the players, but paid for only by the losers. Held to be an offence against the tenor of the licence, as allowing gaming upon the premises: (*Darnford v. Taylor*, 20 L. T. Rep. N. S. 483. Q. B.)

WEIGHTS AND MEASURES—STORE—FARMER'S BARN.—B., a farmer, had in his barn or out-house a balance or portable weighing machine and two iron weights which were light. The inspector saw no produce about the premises, and could not prove that B. exposed or kept for sale or weighed for carriage any goods or produce. He was held not to be liable to the penalty: (*Griffiths v. Place*, 20 L. T. Rep. N. S. 484. Q. B.)

CENTRAL CRIMINAL COURT—CONSTITUTION OF COURT—PRESENCE OF TWO JUDGES AT TRIAL—COMMISSIONERS.—By the 4 & 5 Will. 4, c. 36, s. 1 (Central Criminal Court Act), it is enacted that the Lord Mayor for the time being, the Lord Chancellor and Lord Keeper of the Great Seal, and all the judges for the time being of His Majesty's Courts of King's Bench, Common Pleas, and Exchequer . . . the Aldermen of the City of London, the Recorder, the Common Serjeant, the Judges of the Sheriffs' Court . . . shall be the judges of a court to be called the Central Criminal Court. By sect. 2, after describing the limits of the said Act as to area and classes of offences, it is enacted that "it shall be lawful for the justices and judges of the Central Criminal Court aforesaid, or any two or more of them, to inquire of all such treasons, murders, felonies, and misdemeanors," &c. The plaintiff in error was tried at the Central Criminal Court upon an indictment for obtaining money by false pretences. The

trial lasted several days, and was had before Mr. Kerr, who was originally appointed judge of the Sheriffs' Court, and who upon that court being afterwards constituted the London Small Debts Court, became the judge of such last-named court. The only other judge who was present at the trial was an alderman; but although several attended on different days, no one and the same alderman attended on each day of the trial. At the time the trial was proceeding other criminal courts were being held as branches of the Central Criminal Court. The plaintiff in error having been convicted, she brought error upon the grounds, first, that the same two justices and judges did not inquire of, hear, determine, and adjudge the misdemeanor alleged; secondly, that the said misdemeanors were inquired of by certain of the said justices in a room separate and apart from the others of the said justices then in general sessions assembled and sitting as usual in their ordinary place of sitting, the said room not having been a place duly appointed, &c.; thirdly, that the said Robert Malcolm Kerr was not at the time one of the judges of the Sheriffs' Court of the city of London. Held, 1st, that the court was properly constituted by the presence throughout the trial of one and the same judge; 2nd, that two or more courts were properly held at the same time; 3rd, that Mr. Kerr was a lawful judge of the said court: (*Leveson v. The Queen*, 20 L. T. Rep. N. S. 485.)

CRIMINAL LAW—BANKRUPTCY—EVIDENCE.—To render an examination of a bankrupt admissible under the seal of the court, pursuant to 24 & 25 Vict. c. 134, s. 203, it must appear that his answers, after they were reduced into writing, were signed and subscribed by the bankrupt: (*R. v. Kean*, 20 L. T. Rep. N. S. 498. Cr. Cas. Res.)

FALSE PRETENCES.—B. was indicted for obtaining goods in a market by falsely pretending that a room had been taken, at which to pay the market people for their goods. The jury found that the practice was for buyers to engage a room at a public house, and B. conveyed to the minds of the market people that he had such a room, and thereby induced them to intrust their goods to her. This was held not to be a sufficient false pretence, inasmuch as there was no evidence that the prisoner knew of such a practice, and the case being inconsistent with a promise on her part to engage such a room and pay for the goods there: (*R. v. Burrows*, 20 L. T. Rep. N. S. 499. Cr. Cas. Res.)

LANDPORT POLICE COURT.

(Before J. McCHEANE and G. CURTIS, Esqrs.)

Re MARSH.

Beer licence—Re-assessment—3 & 4 Vict. c. 61, s. 1. Sect. 1 of 3 & 4 Vict. c. 61 says that no licence shall be granted to a person (inter alia), unless the house with the premises occupied therewith, be rated in one sum to the rate for the relief of the poor of the parish or place on a rent or annual value of 15l. per annum at least, if situated in a certain way. A licence was granted to the defendant on Feb. 18, when the rateable value of her house was 6l. 10s. On the 1st April the house was re-assessed at 15l.

Held that the defendant was guilty of selling beer without a licence, and she was accordingly convicted in the mitigated penalty of 5l.

Mrs. Elizabeth Marsh was charged by Mr. John White, an officer of excise, upon an information, alleging that "within six calendar months last past, to wit, on the 12th April last past, at the parish of Portsea, in the borough of Portsmouth (she then and there being a person not duly licensed to sell beer, cider, or perry as the keeper of a common inn, alehouse, or victualling-house) did sell a certain quantity (to wit, one half pint) of beer by retail, to be drunk and consumed in and upon the house and premises where sold, without having an excise retail licence in force authorising her to do so; contrary to the form of the statute in that case made and provided, whereby she had forfeited the sum of 20l."

Mr. John White, supervisor of excise for the Portsmouth district, appeared in support of the information.

Cousins appeared for the defence.

Mr. White called Ambrose Westbrook, an officer of Inland Revenue, who said he knew the premises occupied by the defendant in Mary-street, Landport. On the 12th April he went there and purchased a glass of ale, for which he paid. The defendant served him personally. He drank the beer on the premises.—Cross-examined: I visited this house for the purpose of detection, and not because I wanted the beer. I asked for a cigar, and the answer I received was that they had no

licence, and did not sell them. The name of the licence is "The Little Wonder."

Mr. White said he did not deny that a licence was granted to the defendant on the 18th Feb., but it was not in force. The licence was declared null and void, and the defendant was in the position of a person who had no licence at all. The licence was rendered void under the 3 & 4 Vict. c. 61, s. 1, which said, "No licence to sell beer or cider by retail under 1 Will. 4, c. 64, and 4 & 5 Will. 4, c. 85, or this Act, shall be granted to any person who shall not be the real resident, owner, and occupier of the house in which he shall apply to be licensed, nor unless the house, with the premises occupied therewith, be rated in one sum to the rate for the relief of the poor of the parish or place, on a rent or annual value of 15l. per annum at least, if situated in the cities of London or Westminster, or within the bills of mortality, or within any city, cinque port, town corporate, parish, or place, the population of which, according to the last Parliamentary census, shall exceed 10,000, or within one mile, by the nearest public street or path, from any polling place used at the last election for any town having the like population, and returning a member to Parliament; nor shall such licence be granted in respect of a house which shall not, with the premises occupied therewith, be rated in one sum to the rate for the relief of the poor of the parish, or place, on a rent or annual value of 11l., if situated within any city, cinque port, town corporate, parish, or place, the population of which, according to such last Parliamentary census shall extend over 2500 and shall not exceed 10,000, or be within one mile of any polling place used at the last election for any town having the like population as last aforesaid, and returning a member to Parliament, nor shall such licence be granted in respect of any house which shall not, with the premises occupied therewith, be rated in one sum to the rate for the relief of the poor of the parish, township, or place, on a rent or annual value of 8l., if situated elsewhere; licences granted contrary hereto shall be void."

Mr. S. Edwards produced the rate-book with the rate made in January. The rateable value of the house occupied by the defendant was 6l. 10s. The defendant was not the same party who was rated on that question. The last rate previous to the 15th Feb. was 6l. 10s. On the 1st April the house was reassessed at 15l.

Mr. McCHEANE said the magistrates could take cognisance of no rating except that prior to the granting of the licence.

Cousins then read the 2nd section of the 3 & 4 Vict. c. 61, which was as follows: "And be it enacted that every person who shall apply to be licensed to retail beer or cider shall produce to the proper officer of excise authorised to grant such licences, a certificate in writing from an overseer of the township, parish, or place in which he shall reside, certifying that such applicant is the real resident, holder, and occupier of the said house, which with the premises occupied therewith is rated in one rate to the poor-rates, according to the last sum or rate made and allowed in such township, parish, or place for the relief of the poor, and every such certificate shall be deposited and left with the proper officer of excise, by whom such licence shall be granted, and a duplicate thereof shall be deposited and left with the clerk of the peace for the county, riding, or city, within which such township, parish, or place is situate." What he submitted was that the licence was granted on a certificate which was perfectly true, and which was granted by the overseers. A little knowledge of law was a bad thing, although a good knowledge of it was very useful, but in this case a little legal knowledge had evidently led the officers of excise into some little difficulty. He contended that it was only necessary for the premises to be rated to the relief of the poor, and he maintained that the overseers had the power of altering, adjusting, fixing, and determining the assessments, and their acts would fix the rating at once. Supposing that a man had a hut, and it was pulled down, and a splendid mansion was built in its place—would not a re-assessment take place, and the rate go on from that moment? The property in question was re-assessed, and the licence was granted on a truthful certificate. He held that the Act should be construed strictly in favour of the defendant, and stated that if the overseers were to blame for giving the certificate his client should not suffer, and there was a remedy against the overseers under the 5th section of the same Act of Parliament, which read as follows:—"And be it enacted, that every overseer of the poor who shall refuse to grant a certificate of the rating or assessment of any rated house and premises, when demanded, or of any person having claimed to be rated in respect of any newly-erected houses not yet rated, or who shall falsely certify any house to be rated when the same was not duly rated at the time of the making and allowance of the last rate made and allowed for the relief of the poor, and every overseer or other

person who shall falsely certify any person to be the real resident, holder, and occupier of any house, contrary to the fact, or falsely certify the rent or annual value at which any dwelling-house and premises are now or will be rated, or the rent paid for the same, or the annual value thereof, or shall grant any certificate which shall in any other respect be wilfully false, shall forfeit twenty pounds." In addition to the house there were some premises at the back which were connected with the house, and these together would make up the rating. He was sure the magistrates would think with him that this was a case which never ought to have been brought into court at all. He then called the overseers, Messrs. Williams and Hogg, who proved assessing the property at 15l., and giving a certificate.

Mr. Windsor was called, and stated that the property was worth being rated at 15l.

Mr. Webb, manager to Messrs. Simmons and Co., proved that the premises spoken of by Mr. Cousins were rented by the defendant, and were attached to the house.

This was the case, and the magistrates retired, and after a short absence returned into court, when Mr. McCHEANE said the magistrates had carefully considered the case, and had come to the conclusion that they were bound by the 1st section of the Act, and they felt that they were bound under that Act to convict. The penalty was 20l., but in this case it would be mitigated to 5l.

Cousins asked for a case, but the application was refused.

STRANGE TRIAL.—The trial of Mumler, a photographer in New York, for obtaining money under false pretences, by professing to photograph spirits, has naturally ended in the discharge of the accused. It is impossible to protect all the fools in the world. The judge, in giving his decision, intimated his belief that the whole thing was a trick. The pleadings were extraordinary. The counsel for the accused read from the Bible the accounts of spiritual appearances in the case of Balaam, the witch of Endor, &c., and the prosecution ventured no other reply than that such cases were limited to ancient times. During the trial the counsel of Mumler asserted that there are 11,000,000 spiritists in the United States.

WEIGHTS AND MEASURES.—Mr. Mansfield, sitting magistrate at Marylebone, has removed, or done his best to remove, a cruel oppression. Under the existing law, a tradesman whose scales are false as against himself, is as liable to be fined as if they were against his customers. He is, in fact, liable to be ruined for being needlessly liberal. Mr. Edward Ward, greengrocer, of Hampstead-road, was so fined, refused to pay, and was summoned before the magistrate. It was argued that no statute existed punishing a man for giving more than he promised, and Mr. Mansfield, declaring that was his view of the law, dismissed the complaint. If he is right, a good many tradesmen have been very much ill-used. Nothing has tended to make the leet juries so unpopular as this absurd confusion between swindling and liberality, which is always quoted by the tradesmen who oppose inspection.

FRIENDLY LOAN SOCIETIES.—At the South-west Police-court, the treasurer and secretary of the Pride of Bermondsey Friends of Labour Loan Society was summoned by one of the members to show cause why they refused to pay him 9l. 10s., which sum he had deposited, and had given the usual notice of withdrawal.—Mr. Edwin who appeared for the complainant, said that his client had been for some time a member of the society, and having deposited 9l. 10s., he felt anxious to withdraw, as the society was not going on so well as might be expected. Upon giving the usual notice he was told that there were no funds for distribution, but his client had ascertained that the treasurer had 10l. 17s. in hand. The treasurer told his worship that he could not pay the complainant out of that sum, inasmuch as there were other claimants before him. Unfortunately for the society they had had a dishonest secretary, who was trusted by a member owing to his holding a situation in the Council of Education. His misconduct became known, and he was suspended from that position. The late secretary had lent money to his own friends, who were defaulters.—The magistrate thought the best thing would be to wind-up the society.—The secretary said that they had gone through the books, and found that 10l. 10s. was due to the society, and when that was got in there would be a surplus of 43l. odd. The notices of withdrawal came in quicker than the funds, and as the complainant was sixth on the list, he must wait till it came to his turn.—The magistrate observed that it was quite clear the defendants were willing to pay every one, therefore he thought it better to adjourn the case for a month, and he advised them to communicate with Mr. Tidd Pratt, who, he was sure, would assist them in winding-up the society.

REAL PROPERTY LAWYER AND CONVEYANCER.

NOTES OF NEW DECISIONS.

TRUST ESTATE—CONSTRUCTIVE NOTICE—DISCHARGE OF DEBT BY ONE OF TWO EXECUTORS.—At the death of a testator T. G. in Jan. 1849, 5000l. was owing to him by the trustees of Lord Durham's estate, upon the bond given in 1846. Upon Lord Durham's coming of age in 1849, his bond for 5000l. to the executors of T. G. was substituted for that given by the trustees of the Durham estate. T. G.'s will was proved in Dec. 1849. In 1859, 2500l. of the money due upon the bond was paid off by Lord Durham, for which he received the joint receipt of C. and W. as executors of G. In 1862 the remaining 2500l. was paid to W. (who was in the habit of receiving the interest upon the bond and giving receipts "for self and co-executor"), and the bond was returned to Lord Durham, with a receipt for the money, by C. and W. indorsed upon it. It turned out that C.'s signature was forged by W., who had appropriated the money, and was now undergoing penal servitude, upon his own confession, for the forgery. The suit was instituted by C., and the persons interested in the testator's estate to compel Lord Durham to make good the loss occasioned by W.'s fraud, on the ground that the money was trust money, and that the payment to one of the trustees did not operate as a discharge to the person indebted, who had notice of the trust: Held (affirming the decision of James, V.C.), that there was no equity to affect the Earl of Durham. Although the earl might have intended, as was usual, to have the receipt of two executors, the receipt of one was in fact sufficient. It had been argued that at the time when the payment was made all the testator's debts had been paid, and the executors had become trustees, but it was not proved that the Earl of Durham had notice of this, and he had a right to treat them still as executors. Bill dismissed with costs: (*Charlton v. The Earl of Durham*, 20 L. T. Rep. N. S. 467. L. C.)

WILL.—B., who prepared his own will, after writing his name in the attestation clause, signed his name a second time after the signatures of the attesting witnesses. The court granted probate without the second signature on affidavit of the attesting witnesses that the signature of the testator was in the attestation clause when they witnessed the will: (*Re Casmore*, 20 L. T. Rep. N. S. 497. Prob. Ct.)

MANOR—COMMON OF PASTURE ON WASTES—CLAIM OF OCCUPIERS—CUSTOM.—In an action to recover possession of certain horses of the plaintiff's, seized and impounded by the defendant, the latter pleaded, first, that the said horses were wrongfully in a certain close within the manor of S., the freehold of the lord of the said manor, and were seized, damage feasant, by the defendant, by the order of and as bailiff of the said lord; and, secondly, that there was within the said manor an ancient custom there used for the said lord to take and seize all horses, &c., being wrongfully upon the waste or common lands of the manor, and to detain and impound the same until payment by the owners of the amount of damage done and costs of keep, and that at the time, &c., the said horses were wrongfully in and upon certain common lands within the said manor, and thereupon, the defendant, by the order and as bailiff of the said lord, seized, and detained, and impounded the said horses, &c. To these pleas the plaintiff replied, first, an ancient custom for the tenants respectively of tenements and premises in the said manor (one of which such tenants he alleged himself to be), of right to have common of pasture for all their horses and commonable cattle levant and couchant upon the said tenements and premises respectively in and upon the said close (which he alleged to be waste land in and part of the said manor), on and from the 15th May until Candlemas every year; and that the plaintiff, as such tenant, before the time, &c., put the said horses in and upon the said close, in due right and enjoyment of the said common of pasture, and the said horses so being in and upon the said close were wrongfully seized, &c.; and secondly, a like custom for such tenants to have common of pasture for the like period in every year in and upon the commonable lands of the said manor: Held, on demurrer, by the Court of Exchequer (Kelly, C. B., and Bramwell, Pigott,

and Cleasby, BB.), that the custom claimed by the plaintiff in this replication was bad: (*Knight v. King*, 20 L. T. Rep. N. S. 494. Ex.)

ELEMENTARY PRECEDENTS IN CONVEYANCING. (a)

A Collection of practical Forms designed for professional Use, and suited to the Emergencies of actual Practice, with Notes.

(Continued from page 14.)

PRECEDENTS.

PARTNERSHIP ARRANGEMENTS.

104. Articles of partnership.

Articles of agreement made, &c., between A. B., of &c., of the one part, and C. D., of &c., of the other part. Witnesseth that the said parties, having agreed to enter into partnership, do hereby agree the one with the other of them as follows:—

1. They shall become and remain co-partners in the business of _____ for the term of _____ years, from the _____ day of _____ 18____, under the style or firm of _____

2. The business shall be carried on at No. _____ in _____ street, _____ of which premises the said partners have obtained as part of their partnership estate a lease for a term of _____ years, or at such other place or places as shall be agreed upon between them.

3. The said partners shall be true and faithful to each other, and each partner shall devote his whole time to, and diligently employ himself in, the business of the partnership, and carry on the same for the greatest advantage; and neither partner shall directly or indirectly engage in any business except the business of the partnership, and upon account thereof.

4. The capital of the said partnership shall consist of the sum of £ _____, now brought into the business by the said A. B., and of the sum of £ _____ now brought into the business by the said C. D., and such further sums of money to be advanced by the said partners in equal proportions as shall be required from time to time for carrying on the same, each partner to be allowed interest after the rate of £ _____ per cent. per annum on all capital employed, advanced, or brought in by him.

5. The clear profits of the partnership, after paying thereout all rents, rates, taxes, wages, salaries, and expenses of carrying on the business, and the interest in respect of capital, shall be divided equally between the said partners, and all losses shall be borne by them in equal proportions, unless incurred through the wilful neglect or default of either, in which case the loss shall be made good by the defaulting partner.

6. The said partners shall be at liberty to draw out of the profits for maintenance any sum not exceeding £ _____ per each, all such sums to be entered in the cash book, and to be duly accounted for by them respectively on every settlement of accounts and division of profits; and any excess of drawings beyond the profits shall be repaid when ascertained, and, until paid, shall be considered a debt due to the partnership.

7. Neither partner shall, without the written consent of the other, employ any partnership moneys or effects, nor sign or use the name of the firm, nor engage the credit thereof, except for ordinary partnership purposes; nor, without the consent of the other, buy or enter into any contract for the purchase of any stock for the purposes of the business exceeding the price of £ _____; nor transact any business or enter into any contract with, or give credit to, any person after he shall be requested by the other not to do so; nor, without the consent of the other, compound, release, or discharge any debt owing to the partnership, or draw, accept, or indorse, any bill of exchange or promissory note, or contract any debt on account of the partnership out of the regular course thereof; nor, without such consent, employ or discharge or enter into any engagement with any clerk, foreman, or other servant whatsoever, or enter into any bond, or become bail, surety, or security for any person.

8. Books of account shall be kept, and proper entries made therein daily of all sums received or paid, all work done, and all goods bought, sold, received, or delivered, and all other transactions usually entered into books of account, kept by persons engaged in the like business.

9. On the _____ day of _____ next, and on the _____ days of _____ and _____ in every subsequent year of the said term, a general account shall be made and taken of all moneys, stock, effects, debts, and things belonging or due and owing to the partnership, and of all moneys, debts, and liabilities due or owing by the partnership, and of all other things included in like accounts, and a just valuation made of the particulars in such account capable of valuation, and two copies of the account and valuation shall be made, and each copy signed by both partners, who shall each keep one such copy and be bound thereby; but if any

(a) By THOMAS WILKINSON, Esq., Liverpool.

manifest error be found therein by either, and signified to the other within six calendar months after the same shall have been signed, such error shall be rectified.

10. If either of the said partners shall desire to terminate the said partnership, and shall give six calendar months' previous written notice of such desire to the other, or leave it at the place of business for the time being, then the partnership shall determine at the expiration of such six calendar months.

11. On the expiration of the said term of years, or on the earlier dissolution of the said partnership (as in clause 10 provided), the stock, credits, and effects, and the debts and liabilities of the partnership shall be ascertained, and in case the parties cannot agree, the same shall be valued by competent persons to be appointed as follows: Each partner shall appoint one such person, and the persons so appointed shall appoint a third valuer, and the valuation of such three persons, or any two of them, shall be final; and in case the said partnership shall be dissolved by notice as aforesaid, the partner to whom such notice shall be given shall have the option of purchasing the share and interest in the partnership of the partner giving such notice, and if he shall purchase it, then he shall pay and discharge all the debts and liabilities of the partnership, and indemnify the other therefrom. But if the partner to whom such notice shall be given shall decline to purchase, then the partner giving such notice shall have the option of purchasing the share of the partner receiving notice, and if he shall purchase it, then he shall pay and discharge all the debts and liabilities, and indemnify the other therefrom; but in case both partners decline to purchase then, and in the event of the determination of the partnership by effluxion of time, or in any other manner than by notice or by the death of either partner (as in clause 12 provided for), the said stock, credits, and effects, with the goodwill of the said business, shall be forthwith collected or converted into money, and thereout all debts and partnership liabilities shall be discharged, and it shall be ascertained what amount of profits each partner shall be then entitled to, and the surplus moneys (if any) shall be employed in or towards payment rateably of the respective amounts then due to the said partners.

12. If either partner shall die during the said term, the stock, credits, and effects, and the debts and liabilities of the partnership shall be forthwith ascertained, and in case of difference as to the value thereof, the same shall be valued by competent persons to be appointed as follows:—Each of them, the surviving partner and the representatives of the deceased partner, shall appoint one such person, and the persons so appointed shall appoint a third valuer, and the valuation of such three persons, or any two of them, shall be final, and the surviving partner shall have the option of purchasing the share and interest of the deceased partner at the amount of such valuation, and if he shall so purchase them he shall pay to the executors or administrators of the deceased partner one of the purchase-money within calendar months after the date of such purchase, another part thereof within calendar months after such date, and the balance thereof within calendar months after the date of such purchase with interest for the same sums respectively after the rate of £ per cent. per annum to be computed from the death of the partner to the date of payment, and shall give security for such purchase-money and interest to the satisfaction of the executors or administrators of the deceased partner; and the surviving partner shall also pay and discharge all the debts and liabilities of the partnership, and indemnify the said executors and administrators therefrom, but if the surviving partner shall decline to purchase and secure the payment thereof as aforesaid, then the stock credits and effects shall be forthwith collected or converted into money, and thereout all debts and partnership liabilities shall be discharged, and it shall be ascertained what amount the surviving partner, and the representatives of the deceased partner shall be respectively entitled to, and the surplus moneys (if any) shall be applied in or towards payment of the respective amount then due to such partner and representatives as aforesaid.

13. If at any time during the said term of years the said partners shall find it necessary to add to or amend these presents, or any article or thing herein contained, or to extend the said term, it shall be lawful for them so to do, by any writing signed by them respectively, and such additions, amendments, or extension of term shall be observed and performed in the same manner as if originally herein inserted.

14. And lastly, in case any dispute shall arise on the construction of these presents touching the business or the conduct and management thereof, or the settlement of the books and accounts, or the settling, dividing, or applying the profits or losses of the said partnership, or any other cause, matter, or thing relating to the same, then all such

disputes shall be referred to arbitration in the usual manner. As witness, &c.

105. Receipt for purchase-money of half-interest in business and explaining articles of partnership.

Received the day of 18, from A.B. of, &c. [purchaser], the sum of £, and his acceptance to my draft [or his promissory-note, as the case may be] for £ in payment of the sum of £, the price as agreed for the purchase by him of one equal half part or share of the stock-in-trade, machinery, plant, fixtures, and goodwill of the business of, carried on by me in premises in, the whole whereof is this day agreed and valued between us at the sum of £. And it is agreed that notwithstanding the arrangement mentioned in our articles of partnership bearing even date herewith for the equal division of the profits and losses between myself and the said A.B., the said A.B. is to be entitled to only one th of profits and losses until the payment by him at maturity of the said acceptance [or promissory-note] for £, but from the date of payment of such £ the said A.B. is to share equally with me the profits and losses as mentioned in the said articles of partnership. And it is also agreed that until the payment to me of the said £ the said A.B. shall be only entitled to draw weekly on account of profits for maintenance the sum of in respect of every £ paid by him to me on account of the said sum of £ notwithstanding the arrangement in the said articles in reference thereto.

C. D. and A. B.

106. Memorandum cancelling articles of partnership (to be indorsed).

Memorandum of agreement that we have this day adjusted and settled all accounts between us relating to the within mentioned partnership business, and have paid and discharged, or otherwise provided for, all the debts and liabilities thereof, and hereby dissolve and put an end to the within written agreement of partnership. And we agree that the business heretofore carried on by us shall hereafter belong to the undersigned C. D. alone, and he shall be entitled to the whole of the stock-in-trade, implements, utensils and effects of the partnership, and the goodwill thereof, and be entitled to receive all the outstanding debts, assets, rights, and credits of the said business, and shall pay thereout all the liabilities (if any) of the same. And we further agree to execute mutual releases to each other in respect of the said business, and all matters arising thereout upon demand.

Dated the day of 18 A. B. and C. D.
(To be continued.)

JOINT-STOCK COMPANIES' LAW JOURNAL.

NOTES OF NEW DECISIONS.

LIFE ASSURANCE—CHANGE IN THE STATE OF HEALTH BEFORE PAYMENT OF PREMIUM.—The Court of Appeal has confirmed the decision of Malins, V.C., that where a change has taken place in the health of the life to be assured between the acceptance of the proposal and the payment of the premium, and which is not communicated to the officers, the policy is void: (*The British Equitable Assurance Company v. The Great Western Railway Company*, 20 L. T. Rep. N. S. 422. L. J.J.)

RAILWAY—RENTCHARGE—PRIORITY.—Lands were conveyed to a railway company by various persons in consideration of rentcharges created by sects. 10 and 11 of the Lands Clauses Acts; their holders were held to be entitled to priority over the holders of debentures issued to the company: (*Eyton v. The Denbigh, &c. Company*, 20 L. T. Rep. N. S. 388. M. R.)

WINDING-UP—CONTRIBUTORY—TRANSFER OF SHARES TO AN INFANT.—B. transferred shares to C., an infant, in whose name they were registered; but neither B. nor the company knew that C. was under age. A year afterwards the company was wound-up, and two years afterwards C. came of age. He was placed on the list of contributories, but took no steps to repudiate his liability until a balance-order was served upon him ten months after he had attained twenty-one. On an application to remove his name and substitute those of the executors of B., who was then dead, an order was made accordingly, and confirmed on appeal: (*Sassoon's case*, 20 L. T. Rep. N. S. 424. L. J.J.)

WINDING-UP—PRACTICE—JURISDICTION.—The court has no power, under its winding-up jurisdiction, to decide as to the validity of the transfer of the business of a joint-stock company. A petition to wind-up a company which was mainly based on an allegation that a transfer

of its business which had been effected was *ultra vires* and surrounded by circumstances of fraud, was ordered to stand over until the question as to the transfer should have been decided in a suit properly instituted for that purpose, with liberty to the petitioner or other interested parties to apply at chambers for leave to file a bill: (*Re The International Life Assurance Society*, 20 L. T. Rep. N. S. 433. V.C. M.)

RAILWAY—AWARD—LANDS CLAUSES ACT.—Sect. 35 of the Lands Clauses Consolidation Act 1845 (8 & 9 Vict. c. 18), as to awards made under that Act by arbitrators in cases of disputed compensation, enacts that "the arbitrators shall deliver their award in writing to the promoters of the undertaking, and the said promoters shall retain the same, and shall forthwith on demand, at their own expense, furnish a copy thereof to the other party to the arbitration, and shall at all times, on demand, produce the said award, and allow the same to be inspected or examined by such party, or any person appointed by him for that purpose." To a writ of *mandamus* commanding a railway company to take up an award made under the arbitration clauses of the above Act, the railway company made return that the prosecutor's interest had not been injuriously affected by the defendants' works within the meaning of the said Act. The prosecutor having demurred to the return: Held, that as the demurrer admitted the truth of the statement in return that the prosecutor's interest had not been injuriously affected within the meaning of the statute, the award must be taken to be valueless, and the court would not compel the railway company to take it up: (*Reg. v. The Cambrian Railway Company*, 20 L. T. Rep. N. S. 437. Q. B.)

RAILWAY FARES.—The South Eastern Railway Company charge the same fare from Waterloo junction to Cannon-street as from Charing-cross to Cannon-street, though the distance is a mile greater. Mr. Ambrose Moore, of Wandsworth, took a return ticket from Waterloo to Cannon-street, and used it on the return journey as far as Charing-cross, which he contended he had a right to do, inasmuch as he had paid the same sum as he would have been charged if he had originally taken a return ticket from Charing-cross. The company's officers, however, demanded 3/4. excess fare, and as Mr. Moore declined to pay it, he was summoned at the Bow-street police-court. Mr. Vaughan, in giving judgment, said that in taking the ticket the defendant had accepted the conditions printed on that ticket. And after carefully reading the Act, he could only come to the conclusion that the defendant was not entitled to travel a longer distance with a ticket issued for a shorter distance, even though the fare might be the same. It was a case, however, in which the defendant had clearly not acted with any fraudulent intent, but with an honest desire to enforce what he believed to be his just right. It was, therefore, not necessary to impose the full penalty of 40s., but only such a penalty as would be sufficient to mark his decision that the law was not as the defendant wished to interpret it. This purpose would be sufficiently met by imposing a fine of 1s. and costs.

MERCANTILE LAW.

NOTES OF NEW DECISIONS.

MERCANTILE LAW AMENDMENT ACT, s. 10—RETROSPECTIVE—LIMITATIONS.—Where an Englishman residing in Venezuela executed an instrument to secure repayment to G. of 1600*l.*, and G. afterwards registered the instrument in the form prescribed by the law of Venezuela, and by virtue of such registration became entitled, according to that law, to be paid his debt out of the general assets of the debtor in priority to other creditors: Held, nevertheless, that a fund in this country, constituting equitable assets of the debtor, must be divided among the creditors without regard to any such priority. The English Statute of Limitations binds everyone who comes to sue in this court. A temporary sojourn in this country by a foreigner is a "return" within sect. 10 of the Mercantile Law Amendment Act: (*Pardo v. Bingham*, 20 L. T. Rep. N. S. 464. L. C. See an article on this subject in another column.)

MARAVILLA COCOA FOR BREAKFAST.—The cocoa (or cacao) of Maravilla is the true Theobroma of Linnaeus. The *Globe* says: "Taylor Brothers' Maravilla Cocoa has achieved a thorough success, and supercedes every other cocoa in the market. For homeopaths and invalids we could not recommend a more agreeable or valuable beverage." Sold, in packets only, by all grocers.

LAW STUDENTS' JOURNAL.

ANSWERS TO THE FINAL EXAMINATION QUESTIONS.

EASTER TERM 1869.—SECOND DAY.

IV. PRELIMINARY.

Questions 36 to 40 inclusive.

IV. EQUITY AND PRACTICE OF THE COURTS.

41. *Plea and demurrer*.—A plea is special matter pleaded by the defendant to a bill, on which an objection is not apparent so as to admit of a demurrer. A plea shows cause why the suit should be dismissed, delayed, or barred. Pleas are generally considered as of three sorts: to the jurisdiction of the court, to the person of the plaintiff or defendant, and in bar of suit. Unless the plea be of some matter of record, it must be upon oath. A demurrer is a mode of defence used by a defendant when he insists on some defect or objection apparent on the face of the bill, either from matter contained in it, or from defect in its frame, or in the case made by it, and prays the judgment of the court whether he can be compelled to answer the plaintiff's bill: (Ayck. Pr. 98, 105, 7th edit.; Digest, 363, 5th edit.) A defendant should plead or demur instead of answering when his interest in withholding discovery is equal to his interest in defending the suit.

42. *Discovery*.—(1.) That the plaintiff is not entitled to discovery by reason of some personal disability. (2.) That the plaintiff has no interest in the subject-matter, or title to the discovery required, as when he is heir apparent. (3.) That the discovery relates to the defendant's case and not to the plaintiff's. (4.) That the defendant is a mere witness. (5.) That giving the discovery would subject the defendant to a penalty or forfeiture, or criminal prosecution, or to ecclesiastical censure: (Sm. Man. 446 *et seq.*, 8th edit.)

43. *Evidence—Cross-examination*.—If the cause be one in which issue is joined, apply by summons at chambers for an order that the evidence in chief as to any facts or issues (which are to be distinctly and concisely specified in the summons) may be taken *viva voce* at the hearing; and if the order is made then as to these facts and issues no affidavit or evidence taken before an examiner will be admitted at the hearing. Subject to this, however, and the 11th of these rules, each party in a case in which issue is joined may at his option verify his case either wholly or partially by affidavit, or by the oral examination of witnesses *ex parte* before an examiner. A witness may be cross-examined on his affidavit or depositions. If issue is joined the cross-examination takes place before the court. If issue is not joined it is before an examiner. Notice must be given to the defendant to attend to be examined. And a fourteen days' notice must be given to the party whose witness has made an affidavit, &c., to produce him for the purpose of being cross-examined, and forty-eight hours' notice should be given the witness: (Smith's Pr. 622, *et seq.* 7th edit.; Digest 373, 5th edit.)

44. *Cross bill*.—When he wishes for discovery against the plaintiff, and also relief consequent on such discovery: (Digest 348, 5th edit.)

45. *Chattels*.—Yes; where it is of such a nature that damages would not compensate for the non-delivery thereof: (Digest 301, 5th edit.)

46. *Increase of interest*.—No; the stipulation is regarded as a penalty.

47. *Tacking*.—Tacking is the uniting of two incumbrances in order to postpone an intermediate one which is prior in point of time to the incumbrance tacked. Thus if a third mortgagee who has made his advance without notice of a second mortgage can purchase the first legal mortgage he may tack his third mortgage to the first, and so postpone the intermediate incumbrancer. For when the equities are equal the law prevails: (Story's Eq. Jur. 412, 413; Digest 184, 185, 5th edit.)

48. *Assets*.—Legal assets are property which creditors may make available in a court of law for the payment of debts, as having devolved upon or been recoverable by the executor or administrator as such. Equitable assets are property which creditors can only make available in a court of equity. Legal assets even in equity are administered according to their legal priorities. But equitable assets, with the exception of antecedent liens and charges in *rem*, are administered *pari passu*, without regard to the priority of debts: (Story's Eq. Jur. 554–556; *Silk. v. Prime*, 2 Tud. L. C. Eq. 88, in notes, 2nd edit.; Digest 304, 5th edit.)

49. *Executor advertising*.—The 22 & 23 Vict. c. 35 enacts that where an executor or administrator has given such notices as would have been given by the Court of Chancery in an administration suit for creditors and others to send in their claims against the estate of the deceased, the executor or administrator may, on the expiration of the time named in the notices, distribute the assets amongst the parties entitled, first paying the debts, of which he has notice; he is then

freed from responsibility as to claims of which he had not notice. But the Act provides that creditors and claimants may still as heretofore follow the assets in the hands of legatees: (Sect. 29; Digest 309, 5th edit.)

50. *Infant's maintenance*.—If the infant has a father living capable of maintaining him according to his expectations, the court will not make any order for an allowance out of the infant's property. If the infant has no father, it is otherwise, as there is no one to maintain him. The order for maintenance is obtained without a suit, on summons at chambers, showing the infant's age, property, relations, &c. And by the 23 & 24 Vict. 145, s. 26, trustees may, without the authority of the court, make allowances out of the infant's income for his maintenance: (Sect. 27; Digest 310, 4th edit.)

51. *Specific performance*.—Equity will decree specific performance in the first case, because damages would not compensate, and the accident is not unavoidable. But not where the subject-matter of the contract did not exist at the time the contract was made, there being no life in existence: (Tud. L. C. Eq., 717, 3rd edit.; Sug. Conc. V. 209.)

52. *Ademption*.—The ademption of a legacy is an implied revocation of it. As if a testator bequeaths a specific legacy as a particular ring, and afterwards parts with it, the legacy is adeemed. So if he bequeaths a pecuniary legacy to a child, and afterwards advances the child in the same or a less amount in his lifetime, the legacy is either wholly or partially adeemed: (See Digest 297, 4th edit., and cases there cited.)

53. *Rule of interpreting statutes*.—There is not a single rule of interpreting laws, whether equitably or strictly, that is not equally used by the judges in the courts both of law and equity. True, a case is sometimes said to fall within the equity, or at others to be out of the equity, of an Act of Parliament. But here by equity is meant nothing but the sound interpretation of the law. Neither court can enlarge, diminish, or alter the sense of the Act in a single title: (St. Eq. s. 15; Digest 272, 5th edit.)

54. *Equitable waste*.—It is such waste as is not punishable at law, as pulling down the family mansion, or cutting ornamental timber. A tenant for life, a tenant in tail after the possibility of issue extinct, or even a tenant in fee with an executory devise over, will be so restrained: (Digest 329, 330, 5th edit.)

55. *Intestacy*.—Before those advanced in the intestate's lifetime take their share, they must bring the amount advanced into hotchpot. A child advanced in part brings in the amount thereof only among the other children; and no benefit will accrue from it to the widow. The administrator must therefore divide the 20,000*l.* among the widow and two children on this principle: (Digest 409, 5th edit.)

COUNTY COURTS.

KINGSTON-ON-THAMES COUNTY COURT.

(Before H. J. STONOR, Esq., Judge.)

KEMP v. THE LOCAL BOARD OF TEDDINGTON.

Foreshore of river—Right of way—Powers of local board.

This case was argued at the two last courts, and took up more than half the day on each occasion.

Dixon and Pearce, both of the common law bar, appeared respectively as counsel for the plaintiff and defendants.

A great number of witnesses were examined on either side.

Like many other cases in this court, and at the neighbouring courts of Croydon and Wandsworth, it was precisely of the character of a heavy *Nisi Prius* case. It will be seen that it involved very nice points of real property law.

The facts of the case appear in the judgment, which his Honour delivered on Friday as follows:—The plaintiffs in this case are the three daughters and devisees of Samuel Kemp, formerly of Teddington, innkeeper, and the defendants are the local board of the same place. The action is brought to recover nominal damages for the removal, by the defendants, after notice, of certain posts and chains, the property of the plaintiffs, erected on a piece of land which the plaintiffs assert is their property, or the property of the Thames Conservators, and which the defendants assert to be a highway, from which they, as the Local Board of Teddington, and possessed of the powers of the surveyors of highways, have the right to remove all obstructions. It appears by the evidence that about forty years ago the plaintiffs' father, Samuel Kemp, was possessed of an inn, called the Anglers' Arms, and land extending to the river side, and that about that time he obtained permission from the Lord Mayor and Corporation of the city of London to erect, for his own use, a landing-place on the side of the river,

extending about twenty feet in length along the whole frontage of his land, and that about twenty-five years ago he obtained the like permission to extend the landing-place thirty feet farther in front of the adjoining land, of which I shall presently speak, and likewise to campshed a considerable part of such land off from the river, so as to protect his land and landing place. In the year 1862 Samuel Kemp purchased an adjoining cottage, called Ferry-cottage, and an enclosed piece of land held therewith, and between which and the river there lay an unenclosed piece of land, usually covered with water at high tide, but not at low tide, and in front of or upon part of which was the extended landing place, as also the campshedding. *Prima facie* this land would undoubtedly be part of the "shore" of the river, according to the rule of common law, and the interpretation clause in the Thames Conservancy Act 1857 (20 & 21 Vict. c. 147, s. 1), but there seems to be much doubt whether it was not, in fact, part of the waste of the lord of the manor, although flooded, and was not recognised as such by the Lord Mayor and Corporation, and the Thames conservators, in whom the rights and powers of the Lord Mayor and Corporation subsequently became vested under the last mentioned Act. Some proof of acts of ownership by the lord of the manor or his agents was given, and in particular in respect of the extension of the landing place, and in the conveyance of Ferry-cottage there was expressly conveyed to Samuel Kemp, "all the right and interest of the lord of the manor" in this piece of land. In the year 1863, shortly after the purchase of Ferry Cottage, and again in the year 1868, Samuel Kemp and the plaintiffs respectively obtained the written permission of the Thames Conservators to repair "the landing-place leading to the Anglers' Hotel," and "the campshed off the plaintiff's premises" (being the landing-place and campshed previously authorised by the Lord Mayor and corporation, and sanctioned or permitted by the lord of the manor and his agents, and which were accordingly repaired), and on the later occasion, viz., in the year 1868, the plaintiffs also erected posts and chains from the extreme front of the extended landing-place, in a straight line to the inclosed piece of land purchased with Ferry Cottage. The defendants, as the local board of Teddington, and in the alleged exercise of their powers as surveyors of highways, removed these posts and chains, and for this removal damages in trespass are now claimed. Against the title of the lord of the manor and his grantees, it was shown that by the Teddington Inclosure Act and Award, more than fifty years ago, certain lands were allotted to the lord of the manor "as a compensation for his right and interest in the waste land" of the manor, and it was contended that the lord of the manor was therefore wholly dispossessed of any right or interest therein. But to this it was forcibly replied, that the land in question, if it were waste, not having been allotted to anyone under the Act, must still remain in the lord of the manor, according to the dictum of Baron Parke in the case of *Poole v. Huskisson*, 11 Me. & Wels. 830; and a third alternative indeed only remains, viz., to hold that the land became vested in the Crown for want of a tenant by a species of escheat, which I do not think to be the case. Whether, however, this land be vested in the Thames Conservators, the grantees of the lord of the manor, or the Crown, the defendants have equally to show their right to enter upon and remove the posts and chains, and this they have attempted to do, by asserting that over the land in question there was highway or public right of way from which, as the local board of Teddington, and in respect of the powers of surveyors of highways vested in them as such, they had a right to remove all obstructions. Now, upon the evidence before me, I do not consider that there is any highway or public right of way on or over the spot in question. That there is an old-established highway down to the high water mark, but no public ferry, is admitted; that there is a qualified right of way from the high water mark to the low water mark, across the shore or waste land, must also be conceded, but I think that such right of way must continue of a uniform or reasonable breadth, and not extend itself on the right or left along the adjoining shore or land as contended; and I am further of opinion that such right of way across the shore is not a highway at common law, nor within the meaning of the Highway Acts or Public Health Acts. I think that at common law the parish could not be called upon to repair it, and would have been trespassers if they had attempted to do so, and the surveyors and local board can be in no better position; and on the other hand the Conservators of the Thames are authorised and bound to prevent any obstruction or nuisance upon it. Of course, if the owners of the soil (whoever they may be) have given to the public a right to use the shore as a species of wharf, or if the public have acquired such a right by user, it may be asserted in various ways by anyone obstructed in its legitimate

use (as also the right of way across the shore); but on the evidence before me, it does not appear to me that the public have any such right of user of this shore, and even if they have such a right, there is no evidence of actual obstruction by the plaintiffs of its legitimate exercise by the defendants. I am, therefore, clearly of opinion that the defendants had no right, as the local board of Teddington, to remove these posts and chains, or otherwise to interfere with the plaintiffs in respect of the land in question; but with regard to the conflicting rights of the plaintiffs, the Thames Conservators, the public, and possibly the Crown, in respect of the same, I think that there are great difficulties, and I think it right to suggest that some fair mutual arrangement might be entered into so as to prevent further litigation. In this action there must be a verdict for the plaintiffs for 40s. damages, and costs on the scale fixed for actions in which the title is at issue, under the 11th and 12th section of the County Courts Act 1867, although the damages are under 5*l.*, according to my decision in the case of *Sir Robert Gyll v. Squire*, in the Chertsey Court, reported in the *County Courts Chronicle* (Sept. 1, 1868, vol. 1, N. S. 224,) a legal publication of great value to practitioners in these Courts.

PORTSMOUTH COUNTY COURT.

(Before C. J. GALE, Esq., Judge.)

COUSINS v. WHEELER.

Action by a solicitor.

Wallis appeared for the plaintiff.
Field for the defendant.

From the plaintiff's statement it appeared that the account was for law costs and payments, the chief portion of which related to the conveyance to the defendant of some property at Brighton. The reasonableness of the charges was not disputed.

The defence was, that Mr. Wheeler had, in March last, executed a deed of composition for the benefit of his creditors, which had been assented to by the necessary proportion of such creditors.

Field produced the deed and the protection under the Bankruptcy Act in support of the defence.

Wallis said that Mr. Cousins would have accepted the composition with the other creditors, had he not considered that Mr. Wheeler had acted fraudulently towards him. He therefore declined to be bound by Mr. Wheeler's arrangement with his other creditors. He quoted the case of *Bramble v. Moss*, L. Rep. 3 C. P. 458; 18 L. T. Rep. N. S. 241, to show that the affidavit and accounts filed, with the deed or office copies of them, and the *Gazette* and other particulars must be produced. He also contended that by the Bankruptcy Amendment Act 1868, the defendant's attorney should have produced the list and statement required to be filed, or office copies, and the original assents of the creditors and their proofs, or office copies, with the local daily paper containing the advertisement required by the General Orders to be inserted in it. He also made several other objections.

His Honour ruled that Mr. Wallis's objections were fatal, and said that Mr. Field could appeal against his decision if he pleased.

Judgment for the plaintiff, with costs on the higher scale, to be paid in a week.

Field applied for stay of execution to give time to appeal, but his Honour refused the application.

DAMAGE TO CROPS BY RABBITS.—At the Wakefield County Court, on Tuesday, before Mr. T. H. Marshall, his Honour gave judgment in a case which was heard before him on the 22nd ult. The plaintiff was Mr. John Oates, a farmer at Middles-town, a village between Wakefield and Huddersfield, and he sued Captain Stansfeld, of the Manor-house, Flockton, for 9*l.* 17s. for damage to his crops by rabbits from a large warren adjoining his farm belonging to the captain. It was stated by the plaintiff, on the hearing of the case, that Captain Stansfeld had requested him not to kill the rabbits which went on his land, and he would compensate him for any loss he might sustain; but the defendant, on the other hand, called witnesses to prove that he had rescinded this agreement, and had told the farmers in the neighbourhood that they might kill the rabbits which went on their land. After a long hearing his Honour recommended the parties to take counsel's opinion on the matter, and reserved his decision until this had been done. On the case being called on on Tuesday, Mr. Barratt read an opinion which he had taken from Mr. Littler. That gentleman stated that he thought the defendant, by keeping an excessive quantity of destructive creatures, was guilty of a nuisance, and liable for the damage done, irrespective of any other considerations.—His Honour said that he had looked into the law on the matter; and, after doing so, he did not consider Captain Stansfeld was liable to pay any damages, and therefore he gave a verdict in favour of the defendant.

BANKRUPTCY LAW.

NOTES OF NEW DECISIONS.

JOINT ACTION BY SOLVENT PARTNER AND ASSIGNEES OF BANKRUPT PARTNER—FRAUDULENT PREFERENCE.—One of two partners indorsed the name of the firm upon partnership bills, and handed them over to a private creditor in payment of a separate debt; the creditor knew that the indorsement was without the authority of the other partner, and the proceeding was a fraudulent preference of this creditor to others. The partner who indorsed the bills was adjudicated bankrupt for lying in prison under the 71st section of the Bankruptcy Act 1861; his assignees disaffirmed the indorsement of these bills, and joined the solvent partner in an action of trover, and money had and received against this creditor: Held, that the plaintiffs were entitled to sue jointly: (*Heilbut v. Nevill*, 20 L. T. Rep. N. S. 490. C. P.)

LIVERPOOL COURT OF BANKRUPTCY.

(Before Mr. Acting-Commissioner THRING.)

Ex parte FRANGHIADI AND DUNN, re A TRUST DEED.

Trust-deed under sect. 192 B.A. 1861—Jurisdiction of court to cancel registration—Insufficiency of assents ground enough to support such an application—Acceptance by creditor of a debtor's covenant to pay a composition concludes his right to sue debtor except upon the covenant—Ex parte Clarke, 19 L. T. Rep. N. S. 327, and Re Wilde, 19 L. T. Rep. N. S. 752, followed.

This was an application involving the moot question of the jurisdiction of the Court of Bankruptcy to cancel the registration of a trust-deed, which had been executed by a debtor for the benefit of his creditors.

Pemberton appeared for the applicants, who were non-assenting creditors.

Forrest for the trustee.

Etty for the debtor.

The ground of the application to cancel the registration of the deed, was that it had been insufficiently assented to, inasmuch as the greater portion of a debt of 31*l.* had been omitted from the list of creditors, and that several debts due to the brothers of the bankrupt had been over-stated. Evidence upon those points was adduced on the 12th inst., from which it appeared that with respect to the debt of 31*l.* it had been properly stated, but as to the amounts of the brothers' debts it depended upon the question whether by their assenting to a prior trust-deed executed by the debtor some twelve months since, they had not debarred themselves from claiming more than the amount of composition they then agreed to accept. The clause in the deed of composition ran as follows: "And the said creditors do, and each of them doth, hereby, in consideration of the covenant hereinbefore contained, agree to accept the said composition in full discharge of their several and respective debts and demands against the debtor, and agree, subject to the said covenant, to release the debtor from all debts and demands." There was no clause rendering the deed void and of non-effect in case of the debtor failing to carry out the terms of the covenant.

With reference to the effect of this clause, long arguments were addressed to the court by the respective advocates, the contention on the one side being that by the failure of the debtor to pay the composition as agreed, the creditors were remitted to their original rights; and that of the other, that the acceptance by the creditors of the covenant to pay the composition in satisfaction of the debts was binding upon them, and in the absence of any clause in the deed rendering it void in case of default on the part of the debtor they could only rank for the amount of the composition.

His Honour said the important question, to his mind, was as to the jurisdiction of the court to cancel the registration of a trust-deed at all, and he desired the learned gentlemen to address themselves to that point.

Pemberton referred to *Ex parte Savin*, 15 L. T. Rep. N. S. 150, and *Re Wilde*, 19 L. T. Rep. N. S. 752, and argued that it was clear from the dictum of Lord Justice Knight Bruce, in the former case, that it was competent for the Court of Bankruptcy to decide in favour of the validity of an objection made to the sufficiency of the registration of a trust-deed. The first section of the Bankruptcy Act 1861, conferred upon the court power to make all such orders as were necessary for carrying out the provisions of the Act, and of those provisions one required that prior to the registration of a trust-deed a debtor must comply with the conditions specified in the 192nd section. The present debtor, as he submitted, was in default in that respect, and had improperly registered his deed, and therefore it became the duty of the court, having regard to the requirements of the statute, to cancel such registration.

Etty, in reply, contended that the court was the creature of statute, having no jurisdiction beyond that therein specified, and the first section which had been referred to, only conferred power to make such orders as were necessary for carrying out its provisions, all of which were silent as to cancelling the registration of a trust-deed. In the case of an order of discharge, which in effect was equivalent to a certificate of the registration of a deed, there was an express section, namely 163, which gave the court power to recall the same when obtained by fraud or suppression of evidence, but there was no such provision as to a trust-deed, and it might therefore be fairly inferred from its absence that no such power was intended to be conferred upon the court. Further, he submitted that the chief registrar who had issued the certificate was not an officer of the Liverpool Court of Bankruptcy, but of the Court of Bankruptcy in London, and therefore any application to review or cancel his order or certificate ought to be made to that court.

His Honour, who had reserved his judgment, for the purpose of looking into the authorities cited, now said: In this case an application has been made to the court to cancel the registration of a trust-deed registered on April 14, 1869, in pursuance of sect. 192, Bankruptcy Act 1861, and Bankruptcy Amendment Act 1868, whereby Henry Moss, the debtor, assigned all his estate to a trustee for the benefit of his creditors. It was contended before me that the deed was invalid for want of the requisite assents, on the following grounds:—1st. That the debt of Daley, a dissenting creditor, was inserted in the schedule for 4*l.* 18s. 6d. only, instead of 31*l.* 6s. 2d. 2nd. That the debts of the bankrupt's two brothers, Frederick and Joseph Moss (being assenting creditors) were improperly inserted for the respective amounts of 260*l.* 19s. 6d. and 75*l.*, whereas 183*l.* 10s. 10d., part of the former and the whole of the latter debt, had been released by deed in 1868. The first ground entirely failed, as Daley's debt appeared to have been inserted at the proper amount. In support of the second, a registered deed of composition, dated July 1, 1868, and made between Henry Moss and his creditors, was put in evidence, under which the creditors, in consideration of a covenant by the debtor to pay a composition of 2s. 6d. in the pound on the 14th of the following August, released the debtor from all liabilities. Frederick Moss and Joseph Moss were assenting parties to this deed for the sums above mentioned. The composition in question was never paid. It was argued that the creditors were, on non-payment of the composition, remitted to their original rights, and reliance was placed on the judgment in *Leake v. Young*, 5 Ell. and B., 963; but in that case, and *Ray v. Jones*, 34 L. J. 307, C. P., and others of a similar class, there were covenants on the part of the creditors not to sue the debtors until default was made in the payments of the compositions, so that the remedy for the recovery of the original debts was only suspended, instead of extinguished. Here there is no such covenant, and the non-performance of the covenant to pay the composition gave a right of action for that alone, and not for the original debt: (See *Ex parte Clarke*, 19 L. T. Rep. 327.) I am therefore of opinion that the deed of April 1869 is invalid, inasmuch as the debts of Frederick and Joseph Moss have been inserted for the sums of 183*l.* 10s. 10d. and 75*l.* respectively, when they were only entitled to a composition of 2s. 6d. in the pound on those amounts under the deed of 1868. It was further contended in support of the deed, first, that the deed, although invalid under sect. 192 of the Bankruptcy Act 1861, might well be held to be properly registered under sect. 194 of the Bankruptcy Act 1861; secondly, that this court had no power to cancel the registration of a deed. As regards the first point, it is perfectly clear that registration under sect. 192 does not include registration under sect. 194. The distinction between the two forms is fully pointed out by the Lord Chancellor, in *Ex parte Morgan*, 7 L. T. Rep. 729. On the second point I entertained some doubt, as other modes of procedure are specifically indicated by the Bankruptcy Act, but the authorities on this head are decisive. In *Ex parte Bonfield*, 12 L. T. Rep. 728, Lord Cranworth, L. C., observes, "I am of opinion that the cancelling of the registration of a deed, and the giving leave to a creditor to take in execution the property of the debtor, are matters within the discretion of the court." Again, in *Ex parte Savin*, 15 L. T. Rep. N. S. 150, where the certificate of registration had been cancelled under the order of Mr. Commissioner Goulburn, Knight Bruce, L. J., says, "for the purpose of the present controversy, I think that the registration is open to objection, and that it was competent to the learned commissioner in point of law to decide against its validity." I find further that Mr. Commissioner Bacon has carried out these decisions practically (*Re Wilde*, 19 L. T. Rep. N. S. 752), where the registration of a deed was cancelled by his order, on the ground that the deed was not duly assented to by the necessary majority of creditors.

There can be no question but that the same power is inherent in this court, as the district courts constitute an integral part of "the Court of Bankruptcy," under the provisions of the Bankruptcy Act 1861. I therefore order the registration of this deed to be cancelled, and that the debtor pay the applicant's costs, limited to the attendance of his advocate and witnesses in this court in support of his second ground of application.

THE NEW BANKRUPTCY ACT.—This Bill has been reprinted to show the amendments made in it. As it stood originally it omitted from its lists of acts of bankruptcy those which are popularly designated by the phrase "keeping out of the way." It is now proposed to declare it an act of bankruptcy if a debtor absconds, or with intent to defeat or delay his creditors goes abroad. The Bill makes a distinction between traders and other persons, certain things being acts of bankruptcy only in the case of a trader; and the definition of a trader is now altered by expressly including certain occupations which might not come within the general words employed, such as the business of apothecaries, auctioneers, bankers, brokers, carriers, innkeepers, market gardeners, printers, scriveners, victuallers, &c. It is now proposed that the paid trustee of the bankrupt's property to be appointed by the creditors, need not himself be a creditor. The power of a trustee to disclaim onerous property, unprofitable contracts, unmarketable shares, is not to be lost by the trustees' taking possession of the property, exercising any act of ownership, or endeavouring to sell it. In regard to the status of the undischarged bankrupt, whom the original Bill left liable to have his old debts enforced against him after five years from the close of the bankruptcy unless he had paid a 10s. dividend, the Bill, as now amended, proposes that any debt proved in the bankruptcy shall be deemed to be a subsisting judgment-debt; and, subject to the rights of new creditors, may be enforced against the property of the debtor, but only with the sanction of the court, and to the extent and in the manner directed by the court. No judge, registrar, &c., is to sit in the House of Commons. A creditor is to have power to appoint a person to represent him in all matters relating to the bankruptcy. The trustee of a bankrupt is to sue and be sued in his official name of "trustee;" acting in his official capacity he is to be liable only to the extent of the assets coming to his hands. The words making a bankrupt liable to arrest if he changes his place of residence without leave of the trustees are struck out of the Bill. The clause protecting *bona fide* dealings with a bankrupt before notice of an act of bankruptcy is remodelled. The clauses authorising liquidation by arrangement are now to apply where liquidation is consented to by a majority of the creditors in number, and three-fourths (not five-sixths) in value. The country district courts of bankruptcy are to be abolished from the commencement of the Act.

NOTES AND QUERIES ON POINTS OF PRACTICE.

(N.B.—None are inserted unless the name and address of the writers are sent, not necessarily for publication, but as a guarantee for *bona fides*.)

Queries.

20. COUNTY COURTS ACT 1867, s. 2.—Goods were sold and delivered by A. to the firm of "B., C., and D." to be dealt with in the way of their trade. B. and C. afterwards die. Can A. issue a special summons under sect. 2 of the County Courts Act 1867, against D. the surviving partner? If A. cannot, but does issue such summons against D., can D. treat it as a nullity?
MARTON.

21. STATUTE OF LIMITATIONS.—A., a tradesman, supplied goods to B. from the 1st Jan. 1860, to 1st June 1863, amounting to 50l., on account of which B. has paid 40l., leaving a balance of 10l. due to A. No money has been paid by B. since Jan. 1863 (more than six years ago), but the last lot of goods of the value of 20s. were supplied on 1st June 1863. An administration suit is commenced in the County Court by A. Can B. plead the Statute of Limitations?
Q.

22. RAILWAY.—Is not a railway company bound when it issues first, second, and third class tickets to provide first, second, and third class carriages? And if it advertises a certain train to be Parliamentary in its timetable, is it lawful for the railway company to provide only first and second class carriages, and to place the third class passengers in the same compartments as those of the second class?
H. S.

23. WILL—VESTING OF PERSONAL LEGACY.—A., by his will, directed his trustees to stand possessed of certain moneys upon trust thereout (amongst other things) to put and place the sum of 1000l. out at interest, and the annual proceeds to pay and apply for the maintenance and support of B. during her life. "And after her decease upon trust to pay the said sum of

1000l., and all unapplied interest thereof unto and between all her children, share and share alike, at their respective ages of twenty-one years." A. died in 1847, and B. in 1859, having had five children, one of whom, C., died in 1855, an infant of the age of nine years. Had C. a vested interest in one-fifth part of the 1000l.? It will be observed that the only gift is in the direction to pay. Cases bearing upon the point are collected in 1 Jarm. Wills, 711, 722, 2nd edit.; but I shall be much obliged by a reference to more recent cases. J. L. H.

24. STAMPS.—What is the proper stamp or stamps on an assignment of an ordinary lease, where the term has seven years to run, the rent being 45l., and the consideration for the assignment 50l.; and what would be the additional stamp or stamps if the assignment was thirty-five folios in length?
LEX.

25. ARTICLED CLERK.—A., who has been under articles of clerkship to B. for three years and a half, wishes to be assigned over to the London agent, or to a firm in London, for the remaining one year and a half of his articles. Would the stat. 6 & 7 Vict. c. 73, s. 6, be a bar to such assignment?
R. K.

ECCLESIASTICAL LAW.

ADVOWSONS.

AN incident reported last week from the Auction Mart gives indisputable proof of the opinion of two important classes upon the prospects of the Established Church in England. The capitalists and the clergy show their conviction that its days are numbered, by the surest test—reluctance to purchase its property; and, moreover, they look for a speedy consummation, for they have permitted their fears to diminish by one-half the value of a next presentation, to be possessed within some eighteen or twenty years at the utmost. Messrs. DRIVER, who conducted the sale, endeavoured to remove the objection, manifestly felt by buyers, that the Protestant Church will have but a short lease of life, by citing the case of the abolished Irish Church in proof that full compensation will certainly attend the coming verthrow of the Establishment in England, and therefore that no alarm need be felt by buyers for confiscation of the property they were offering for sale; but such cold comfort did not reassure the audience, and in the end the advowson was bought in, no purchaser having been found to offer more than half its calculated value.

This little incident curiously confirms the conclusion at which all reflective minds had arrived, but which so few have had the courage or the honesty to avow, that the Church in England must follow swiftly the fate of the Church in Ireland. It is well and wise to face the fact, and prepare for the inevitable change. Nobody who has eyes to see and ears to hear can doubt that Protestantism is doomed. Between Romanism on one side, and Rationalism on the other, it cannot hope to hold its own. In the Church, it is abjured by a large section of those who call themselves Churchmen, and, out of the Church, the Dissenters have permitted Protestantism to give place to politics. Thus assailed on all sides, and with false friends in her own ranks, it is not possible that the day of doom can be long averted; and that so think the most sagacious calculators, who prove their faith by their purse strings, is shown by the fact that an advowson now cannot obtain nearly such a price as it could have commanded eighteen months ago.

LAW LIBRARY.

Private International Law; a Treatise on the Conflict of Laws and the Limits of their Operation in respect of Place and Time. By FREDERICK CARL VON SAVIGNY. Translated, with notes, by William Guthrie, advocate. Edinburgh: T. and T. Clark; London: Stevens.

SAVIGNY'S System of Modern Roman Law is, perhaps, the greatest work on jurisprudence which our age has produced, and Mr. Guthrie has done good service by introducing one section of it in an English dress to English lawyers and students. Few among us are sufficiently masters of German to be enabled to read easily a work necessarily abounding in technical language, and therefore they who desire to make acquaintance with the researches of the most laborious and profoundly reflective of German writers on law, will give a cordial welcome to the fragment of the great treatise which has been thus tentatively submitted to them. We say tentatively, because we hope that success will induce the translator to continue his useful labours, and that other parts of the same work will be produced, until the

whole of it is made accessible to the Profession in England.

The portion here given constitutes the eighth volume of the original work. It is devoted exclusively to private international law, known among us by the title of "The Conflict of Laws," a subject on which the opinions of foreign jurists are always received as authorities in the British courts. It has, indeed, been largely cited by English and American writers on this branch of the law, and the references made to it in so many of our books must have whetted the appetites of their readers to form an acquaintance with the original in a complete form.

Here is material for an elaborate review, but it would be impracticable in our limited space, therefore we can do no more than briefly present an outline of the contents, to inform the reader of the plan of the work and the subjects it embraces. The first chapter treats of the local limits of the authority of the rules of law over the legal relations; and the second, of the limits in time of the authority of rules of law over legal relations; and these are sub-divided into conflicting territorial laws; domicile; personal status; the law of things; the law of obligations; succession; the law of the family, including the marriage law; the forms of judicial acts; and the laws as to the acquisition and existence of rights; the object being to show how these laws, as existing in one country, are, or ought to be, recognised by the laws and tribunals of other countries.

LEGAL OBITUARY.

CHIEF JUSTICE LEFROY.

Judge Lefroy, who died a few days ago, was, we believe, the oldest member of the legal profession in the three kingdoms, and for many years Chief Justice of the Court of Queen's Bench in Ireland.

The deceased judge was a thorough impersonation of the better class of Irish Tory of the old school; even so far back as '98 he was already a barrister; he well remembered the men who had been foremost in the Irish rebellion; and he was nearly the last survivor of those who had seen the streets of Dublin stained with the blood of Lord Kilwarden. Sprung from an old Flemish, and, we believe, Huguenot family, which had sought the hospitable shores of England under the persecutions of the Duke of Alva in the low countries, the late judge inherited from his forefathers a strong feeling in favour of the reformed faith, a feeling which no doubt was considerably strengthened by a residence for two or three generations in a country like Ireland, where the strong Protestant so easily and readily blossoms into the still stronger Orangeman.

The future Lord Chief Justice was born in the year 1776. He was the eldest son of the late Mr. Anthony Lefroy, of Carrickglass, who was sometime Lieutenant-Colonel in the 9th Dragoons, and who lived till the year 1819. His mother was Anne, daughter of an Irish gentleman named Gardiner. His grandfather, who had settled at Leighorn, was the son of one of those foreign refugees who resided at Canterbury, enjoying the privilege of having their own church and pastors in the crypt of Canterbury Cathedral, under the special protection of the English Crown, and whose industry, as Mr. Smiles tells us, went far to enrich our national wealth. Mr. Lefroy himself took his Bachelor's degree at Trinity College as far back as 1796, and proceeded to the degree of M.A. in due course. His call to the Bar of Ireland dates from the year 1797, three years before the Union, of which Mr. O'Connell in his own day, and the Fenians in our own time, have so zealously laboured to effect the "repeal." When he entered on his profession he brought with him the highest University reputation, as he obtained during his undergraduate course at Trinity the four annual prizes and seven certificates, besides the gold medal awarded on taking his degrees. Accordingly, he soon obtained a lucrative equity practice, which he retained for many years, without entering upon the more ambitious line of Parliamentary honours. In 1819 we find him a Bencher of the King's Inns, and he had already obtained the dignity of a King's Serjeant. This honour, however, he resigned, and in due course was nominated a King's Counsel; but in the House of Commons and in *Hansard* he was generally known by his University distinction of "Doctor" Lefroy.

He does not appear to have entered Parliament until after he had attained and well nigh passed the middle age, having been first chosen in 1830 as one of the representatives of the University of Dublin in the strong Tory interest. Roman Catholic Emancipation had been conceded in the previous year, and the Test Act had already been repealed, or else, no doubt, history would have told us how fiercely he opposed both these mea-

tures. That he voted against the Reform Bill of 1832, and against Mr. Stanley's measure for pruning and lopping the Irish Established Church of some superfluous bishoprics in the following year; that he consistently opposed the leading measures of Lords Grey and Melbourne, and as zealously supported the Premier of his choice, Sir Robert Peel, whose personal acquaintance he had made some years previously when that statesman was in Dublin as Chief Secretary for Ireland—these are nearly all the points in his political career which the biographer can record. He always regarded the Reform Act of his own time as a political pestilence; and he could scarcely have entertained any great partiality for that Reform Bill of which he heard in extreme old age that it had been proposed by so sound a Tory as Mr. Disraeli. As a speaker in the House of Commons he succeeded but indifferently; his manner was not attractive, and he knew less of the graces of diction than most of his fellow-countrymen. In the earlier part of his Parliamentary career he spoke frequently, more especially on Irish subjects and against Mr. O'Connell; but his chief success lay in emptying the benches. A strong and decided Tory, and a strenuous opponent of the interests of the Roman Catholics, he was still entitled to the credit of being one of the best tempered men who ever took a strong line in Parliament. In his public and private character he was always greatly respected; and, high as party politics ran in Ireland thirty years ago, no word of reproach was uttered against Mr. Serjeant Lefroy. He sat for the University of Dublin as the colleague of the Right Hon. Frederic Shaw down to the year 1841.

When Sir Robert Peel returned a second time to place and power, it was not to be expected that the claims of Serjeant Lefroy would be overlooked, and no time was lost in appointing him to the first vacancy on the Irish Bench as one of the Barons of the Exchequer, whence he was promoted in 1852 by Lord Derby to the post of Lord Chief Justice of the Queen's Bench, from which he always resolved that neither ill-health nor failing years should force him as long as the Liberals were in power. Accordingly, he continued to take his seat on the bench and to hear causes until his 90th year, when the return of Lord Derby to place gave him the opportunity of gracefully resigning his post, to be filled by a younger—we can scarcely say more vigorous Tory. He then bade adieu to public life, and thenceforward lived in the bosom of his family, strong and hale beyond his years, and with very little consciousness of failing faculties.

Judge Lefroy was the author of some Reports in the Irish Court of Chancery under Lord Redesdale, and also of an Irish law pamphlet published so long ago as 1802, on Proceedings by Elegit, in which the effect of a late Decision is considered, and a new Method of Proceeding is proposed; but the pamphlet and the occasion which called it forth have passed away out of the memory of living lawyers. He married, in 1799, Mary, the only daughter and heiress of Mr. Jeffrey Paul, of Silver Spring, in the county of Wexford, by whom he had three daughters, and also four sons, of whom the eldest, Mr. Anthony Lefroy, has been M.P. for the University of Dublin for the last ten years, and previously represented the county of Longford in Parliament. He is married to a daughter of the late Lord Longford, and granddaughter of Robert, late Earl of Kingston.—*The Times*.

J. TOULMIN SMITH, ESQ.

THE late Mr. Joshua Toulmin Smith, barrister-at-law, whose death occurred on the 28th April, whilst bathing in the sea, most probably through a fainting fit, was in the 53rd year of his age. He was born in 1816, and was called to the Bar at Lincoln's-inn in the year 1849. He was for many years a resident in Wood-lane, Highgate, in which neighbourhood he was much respected, and where he will long be remembered as the originator of most of the parochial improvements in the way of sewage and drainage; and he will be especially missed by those who used to meet him at the old Highway Board, and also at the Local Board of Highgate, of which he was recently chairman. He was in possession of considerable practice before Parliamentary committees; but he was best known to the public, perhaps, as a writer of great ability upon all subjects connected with parish or sanitary affairs. To his administrative energy and legal ability we are indebted for more than one important sanitary Act of Parliament. It may be added, too, that he was, as everyone who enjoyed an acquaintance with him knew, wonderfully conversant with most subjects of the day, and particularly well informed upon literary and antiquarian matters. Mr. Toulmin Smith had long been in failing health, the result of too constant attention to the matters in which he took so keen an interest, and it is certain that his labours hastened his early and premature death. At the time of his decease

he was staying at Lancing, a village about half-way between Brighton and Shoreham, in the hope of restoring his shattered health.

LAW SOCIETIES.

LIVERPOOL LAW STUDENTS' DEBATING SOCIETY.

The tenth meeting of the session was held at the Law Library on the 14th May, Mr. Birrell presiding. The question for discussion was No. 25, legal. "A trustee, by deed under his hand and seal, accepted the trusts of a will, and afterwards committed a breach of the trusts. Are the *cestuis que trustent* entitled to rank as specialty creditors in the distribution of his assets?" Mr. Radcliffe opened the debate in the affirmative, but the negative side was ultimately carried.

PROMOTIONS & APPOINTMENTS.

[N.B.—Announcements of appointments being in the nature of advertisements, are charged 2s. 6d. each, for which postage stamps should be inclosed.]

WHITEHALL, April 5.—The Lord Chancellor has appointed Francis Fenwick Pearson, of Kirkby Lonsdale, in the county of Westmorland, Gentleman, to be a Commissioner to administer oaths in the High Court of Chancery in England.

WHITEHALL, May 7.—The Lord Chancellor has appointed Edward Draper, of Prescott, in the county of Lancaster, Gentleman, to be a Commissioner to administer oaths in the High Court of Chancery in England.

THE COURTS & COURT PAPERS.

THE SUMMER CIRCUITS.

The judges assembled on Thursday at Westminster, and made the following arrangements for the summer assizes:

NORFOLK.—Lord Chief Justice Cockburn and Mr. Justice Byles.

HOMER.—The Lord Chief Baron and Mr. Justice Mellor.

WESTERN.—Mr. Justice Keating and Mr. Justice Lush.

OXFORD.—Baron Pigott and Mr. Justice Smith.

NORTHERN.—Mr. Justice Hannen and Mr. Justice Hayes.

MIDLAND.—Mr. Justice Brett and Baron Cleasby.

NORTH WALES.—Lord Chief Justice Bovill.

SOUTH WALES.—Baron Channell.

Baron Bramwell remains in town.

CAUSE LIST IN TRINITY TERM 1869.

Equity Courts.

Court of Appeal in Chancery.

(Before the LORD CHANCELLOR and the LORDS JUSTICES.)

Appeals.

Finch v. Bishop
Finch v. Davis
Branker v. Carne—Carne
v. Branker
Gray v. Lewis
Petty v. Willson
Taylor v. Dowlen
Mullens v. Hussey
Slaymaker v. Syer
Foakes v. Syer
Gray v. Lewis

Bower v. The Societe des
Affreteurs du Grand
Eastern a Responsabilite
(Limited)
Namur and Liege Railway
Company v. Cary and
others
Wolff v. Vanderzee
Wright v. Wright
Wright v. Wright

Rolls Court.

Causes.

Greenhow v. Price
Lamb v. Potter
Morris v. Edmunds
Walton v. Groombridge
Lawson v. Racine
Fletcher v. Fletcher
Atherley v. Isle of Wight
Railway Company and
City Bank
Crickmore v. Freestone
Stansfeld v. De Crespigny
Cartwright v. Ridley
Balderson v. Woods
Clark v. Shirley
Foard v. Watkins
Wilson v. Kenrick
Bailey v. The Great Eastern
Railway Company
Sharp v. Wright—Granger
v. Wright
The Watford and Rick-
mansworth Railway Co.
v. London and North-
Western Railway Co.
Nurse v. Green
Preston v. Preston
Cardwell v. The Seaman's
Hospital Society
Jelley v. Taylor
Warhurst v. Broadbent
Walker v. Smith
Lees v. Hibbert
Wright v. Jackson
Gregory v. Beauchamp
Ponton v. Hawkins

Maltby v. Ware
Seipp v. McWreath
Moore v. Smith
Tyson v. Thomson
Curlewis v. Abrahams
Yorke v. Head
Markham v. Hutt—Mark-
ham v. Hutt
Re Mundy—Barwell v. Bar-
well
Hirst v. Webb
Re Camac—Oldfield v. Bris-
coe
Martin v. The Millwall Iron
Works, Shipbuilding and
Graving Docks Company
(Limited)
Re Sutton—Vernon v. Pal-
mer
Re Phillips—John v. Phil-
lips
Corder v. Hammond
Forbes v. Arnold
Lord Brougham v. Cauvin
Langlands v. Stowe
Wallisroft v. Slaney
Law v. Carmichael
Golding v. Bell
The London and South-
Western Railway Com-
pany v. Pulein
Hubbard v. Worraker
Little v. Hope
Bowers v. Bankart
Crook v. Crook

V.C. Stuart's Court.

Causes, &c.

Mortlock v. Mortlock
Neill v. Midland Rail. Co.
Malcolm v. The Dock Co. at
Kingston-upon-Hull
Mackenzie v. Martin
O'Malley v. Blaise
Fox v. Amherst
Clerihew v. Lascelles
Phillips v. Homfray
Harrison v. Swanston
Cottrell v. Cottrell
Picard v. Hine
Holbrow v. Drew
Moore v. Franklin
Jack v. Jack
Wilde v. Sennett
Alchin v. Rogers
Grayburn v. Clarkson
Consitt v. Darrell
Sharp v. De St. Sauveur
Wootton v. Wootton
Foord v. Thomas
Salkeld v. Salkeld
Beaumont, Et. v. The Colne
Valley & Halstead Ry. Co.
Price v. Peppercombe
Skidmore v. Bradford
Hammonds v. Barrett
Galt v. London and South-
Western Bank
Giffard v. Williams
Hunt v. The Tending
Hundred Railway Co.
Swan v. Swan
Brader v. Kerby
Dunn v. Brodie
Locke v. Satchell
Miller v. Miller
Beasley v. Austin
Tucker v. Wallbridge
White v. White
Dicks v. Batten
Davidson v. Coats
Mackenzie v. Martin
Young v. Dallimore
Rooke v. Grant
Omber v. Omber
Colvin v. Colvin
Cheesewright v. Thorn
Dashwood v. The Witney
Railway Company
Chapman v. The Witney
Railway Company
Sibthorp v. The Witney
Railway Company
Chapman v. London and
North-Western Ry. Co.
Bailey v. Hobson
Lazenby v. Lazenby
Platt v. Walter—Walter v.
Platt
Cosens v. Rowlandson
Teed v. Purnell
Burdick v. Garrick
Carr v. Rose
Gibbs v. Harding
Collins v. Brader
Mainwaring v. Gilkes
Atkinson v. Gaskarth
Fyfe v. Lascelles
Denison v. Abbott
Masen v. Senior
Collingwood v. Russell
Dibbin v. Hume

Roberts v. Roberts
Re David Thomas's Estate
—Thomas v. Thomas
Middleton v. Dadds
Robson v. Robson
Cook v. Payne
Christian v. Adamson
Williams v. Williams
Cooke v. Metropolitan
Railway Company
North v. Haslam
Knox v. Turner
Bottom v. Codd
Forshaw v. Mottram
Horn v. Horn
Duguid v. Fraser
Lucas v. Lucas
Rose v. Rowe
Collins v. Lewis
Johnston v. Johnston
Pugh v. Clark
Cook v. Rivington
Greenslade v. Carthew
Cowell v. Acraman
Barnes v. Woods
Dixon v. Neaves
Price v. Jenkins
Jones v. Rhind
Rhind v. Jones
Kavanagh v. Willink
Baple v. Holbrook
Hope v. Midland Counties
and South Wales Railway
Company
Hood v. North-Eastern
Railway Company
Spawforth v. Burnell
Bradford v. Bradford
Muckalt v. Muckalt
Day v. Sittingbourne Rail-
way Company
Heathcote v. Whall
Hughes v. Seanor
Robinson v. Wood
Emsley v. Robinson
Re Evans—Evans v. Evans
Elkin v. Hamilton—Half-
hide v. Hamilton
Purchas v. Stallard
Herring v. Pocock
Hambrough v. Hart
Willats v. Flint
Smith v. Lee
Hymers v. Lord
Davidson v. Walker
Farquhar v. Farquhar
Powell v. Roberts
Lewis v. Evans
Whitehouse v. Washbourne
Lees v. Becker
Hunt v. Reynolds
Marshall v. Crowther
Turton v. Turton
Hobson v. Hobson
Williams v. Turnbull
Millington v. Holland
Gibson v. Gibbon
Clarke v. Stanley
Vickers v. Todd
Mack v. Postle
Gibbons v. Gibbons
Perry v. Sargent
Baker v. Bannister

V.C. Malins' Court.

Causes, &c.

Dore v. Hayes
International Bank (limtd)
v. Gladstone
Hubbard v. Boughey, Bart
Dickinson v. Barclay
Perrin v. Burbey
Inglis v. Cave
Hill v. Royds
Lewis v. Matthews
Briant v. Tedbut
Peek v. Peek
Brune v. Sawle
Wilson v. Tottenham and
Hampstead Junct. Ry. Co.
Barclay v. The Metro-
politan Railway Company
In Re Peterson's Estate—
Peterson v. Peterson
Jodrell v. Stratton
Stolworthy v. Sanicroft
Shuter v. Hill
Butler v. Gray
Townend v. Metcalfe
Johnston v. Brown
Earl Beauchamp v. Winn
Ridgway v. Graves
Allen v. Bonnett
Sutcliffe v. Howard
The Portsmouth, Portsea,
Gosport and South Hants
Banking Co. v. Beldham
Lawton v. Parker
Dickinson v. Burgess
Weeks v. Jackson
Empson v. Rhodes
Breckon v. Russell
Mackie v. European Assur-
ance Society
Keightley v. The Hoylelake
Railway Company
Mason v. Benson
Thornton v. Daventry
Railway Company
Roberts v. Moore
Southwell v. Martin
Loxley v. Donne
Hayhow v. George

Roepe v. Metropolitan Dis-
trict Railway Company
Steele v. The Midland Rail-
way Company
Capper v. Simonides
Pearse v. Dobinson
Adamson v. Chadwick
Senior v. Senior
Flexon v. Polliott
Phillipson v. Gibbon
Howard v. Hodson
Vickers v. Holmes
Strying v. Berry
The London and South
Western Bank, (Limited)
v. Nash
Roberts v. Baseley
McMurray v. Spicer
Cottrell v. Coombe
Bousfield v. Bousfield
Holden v. Hart
Poupard v. Fardell
Smith v. Shipman
Vigers v. Butson
Herington v. The Metro-
politan Railway Com-
pany
Gillett v. Gane
London and South-West-
ern Bank (Limited) v.
Fairlie
Wild v. Wild
Coutts v. Ackworth
Poupard v. Stones
Fothergill v. Davies
Stephens v. Hasluck
Critchell v. The Commis-
sioners of Her Majesty's
Works and Public Build-
ings
Chadwick v. McKenna
Redgrave v. Stevens
Pugh v. Arton
Duke of Bedford v. Botham-
ley
Earl St. Germans v. Fox
Slatter v. Samuel

To surrender in the Country.

DELL JOHN, watchmaker, Richmond. Pet. May 20. Reg. & O. A.
Tomlin. Sol. Teale, Leyburn. Sur. May 23

BLIZZARD, ALFRED HENRY, auctioneer, Bristol. Pet. May 21.
Reg. & O. A. Harley and Gibbs. Sols. Benson and Elletson.
Sur. June 7

BROWN, HENRY, saddler, Doncaster. Pet. May 22. O. A. Young
Sol. Tattershall, Sheffield. Sur. June 16

CLOSE, EDWIN, hosier, Sheffield. Pet. May 20. Reg. & O. A.
Wake and Rodgers. Sols. Messrs. Binney, Sheffield. Sur.
June 16

CODD, CHARLES ROBINSON, attorney-at-law, Kingston-upon-
Hull. Pet. May 21. O. A. Young. Sol. Summers, Hull. Sur.
June 9

COUSINS, HENRY, butcher, Godalming. Pet. May 20. Reg. &
O. A. Gesser. Sol. Gosch, Godalming. Sur. June 7

DALBY, WILLIAM, journeyman joiner, Barrow-upon-Soar. Pet.
May 21. Reg. & O. A. Brook. Sol. Goode, Loughborough. Sur.
June 7

DAUBNEY, WILLIAM, wheelwright, Sheffield. Pet. May 18. Reg.
& O. A. Wake and Rodgers. Sol. Micklethwaite, Sheffield. Sur.
June 9

DUDLEY, HENRY, out of business, Birmingham. Pet. May 19
Reg. & O. A. Guest. Sol. Duke, Birmingham. Sur. June 4

DUNKELLEY, WILLIAM, machinist, Ashton-under-Lyne. Pet.
May 22. Reg. Fardeell. O. A. McNeill. Sols. Sutton and Elliott,
Manchester. Sur. June 9

FEAR, WILLIAM JOHN PITT, out of business, Wolverhampton.
Pet. May 21. Reg. Hill. O. A. Kinnear. Sol. Green, Wolver-
hampton. Sur. June 9

GROVES, LEMUEL GULLIVER, out of business, Milton. Pet.
May 22. Reg. & O. A. Sharp. Sol. Sharp, Christchurch. Sur.
June 15

HOLLIS, MILES SLATER, joiner, Henton, Norris. Pet. May 19.
Reg. Fardeell. O. A. McNeill. Sol. Burton, Manchester. Sur.
June 7

HOUGHTON, JAMES, jun., dealer in coals, Bishop's Waltham. Pet.
May 20. Reg. & O. A. Gunner. Sol. Maakey, Southampton. Sur.
June 9

IRISH, BENJAMIN GEORGE, labourer, late Gloucester. Pet. May 12.
Reg. & O. A. Wilton. Sur. June 5

[illegible]

BIRTHS

CARTER.—On the 24th inst., at 21, Ashley-place, the wife of J. Bonham Carter, Esq., M.P., of a son.

HOPWOOD.—On the 23rd inst., the wife of James Thomas Hopwood, Esq., of Lincoln's-inn, barrister-at-law, of a daughter.

LAKE.—On the 23rd inst., at Rose-green House, Kingsbury, N.W., the wife of B. G. Lake, Esq., of Lincoln's-inn, of a son.

MARRIAGES

KILBY-WRIGHTON.—On the 19th inst., at the Parish Church, Hemelton, Northamptonshire, by the Rev. C. F. Baylis, M. A., Mr. Harry Kilby, solicitor, Banbury, to Susan, eldest daughter of the late John Wrighton, Esq., Stradbury Lodge, Northamptonshire. No cards.

KILLICK-FINCH.—On the 25th inst., at St. Mary's Church, London, near Leeds, by the Rev. R. Howard, Vicar, assisted by the Rev. J. H. Finch, Rector of St. Andrew's, Leeds, Mr. George Killick, Esq., of Leeds, to Miss Annie, third daughter of T. S. Finch, Esq., solicitor, of Leeds.

WEBB-PERHAM.—On the 26th inst., at Writington, Co. Wilts, William, youngest son of the late Edward Webb, Esq., of Bath, to Louisa Sylvia, only daughter of the late John Perham, Esq., of Writington, Wilts.

DEATH

ALLEN.—On the 19th inst., at Instow, North Devon, aged 74, Francis Thomas Allen, Esq., barrister-at-law, formerly Grovesnor House, Bath.

BEDWELL.—On the 18th inst., at East Moulsey, aged 81, the Joannetta, widow of the late Fredk. Bedwell, Esq., of 10, St. James's Place, W. C.

BENNETT.—On the 20th ult., at 37, Mark-lane-chambers, and John Savern Bennett, solicitor.

ROSS.—On the 23rd inst., at Tain, Ross-shire, N.B., David Ross, Esq., solicitor, and Commaeary Clerk for the counties of Ross and Cromarty.

SMITH.—On the 28th inst., at his residence, Hyde-park, aged 46, John Edwin Smith, of the firm of D. & J. Fawdon, and Low, 12, Broad-street, Chancery, E.C., solicitor.

BREAKFAST—EPPS'S COCOA—GRATEFUL AND COMFORTING.—The very agreeable character of this preparation has rendered it a general favourite. The *Service Gazette* remarks:—"The singular success with Mr. Epps attained by his homeopathic preparation of cocoa has never been surpassed by any experiment. By a thorough knowledge of the natural laws which govern the operations of digestion and nutrition, by a careful application of the fine properties of the selected cocoa, Mr. Epps has provided our breakfast tables with a delicately flavoured beverage which saves us many heavy doctors' bills." Made simply with boiling water or milk. Sold by the Trade only in 1lb., and 1lb. tin-lined packets, labelled "JAMES W. EPPS & CO., HOMEOPATHIC CHEMISTS, LONDON."

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BANKRUPTS' ESTATES.

The Official Assignees are given, to whom apply for the Dividends.

Duke, S. surgeon, first, 93^d. Kinnear, Birmingham.—*Mottershead*, E. victualler, first, 2s. 7½^d. Kinnear, Birmingham.—*Newton*, R. D.A. advertising agent, second, 5½^d. Stansfeld, London.—*Wilson*, J. builder, first, 1s. 4½^d. Kinnear, Birmingham.

Assignment, Composition, Inspectorship, and Trust Needs.

Gazette, May 21.

ANDERSON, ALFRED, agent, Bythorne-ter, Briston. April 5.
TRUST. W. T. Butler, printer, Paternoster-row. May 10.
BALDWIN, WILLIAM, builder, Cateham. May 10. 10s. Trusts. A. P. Ryan, timber merchant; W. P. Wenham, gas filter, both Croydon; and H. Williams, commission agent, Old Fish-st. BERNARD, CHARLES, iron merchant, Buxton. April 21. Trusts. C. Wilkinson, ironmonger, Buxton.
BILL, LEWIS, hosier, Clarendon-rd, Notting-hill. April 23. 5s.—2s. 6d. in 2 and 4 mos.—secured.
BROOKLEY, WILLIAM, Trusts. 1. manufacturer, Shelf, near Halifax. April 1. Trusts. P. Speak, stuff manufacturer, Queensbury, near Halifax; W. Wilson, worsted spinster, Looe, Moor, near Bradford; and F. Andrew, dyer, Manchester.
BRANTON, GEORGE HENRY, cab proprietor, Hull. April 28. 10s. by three equal instalments of 2s. 6d. in 3, 6, 9, and 12 mos. Trusts. A. Siple, widow, Hull.
BRIGGS, JOHN, clothier, Ryde. March 23. 10s. by three equal instalments in 3, 6, and 9 mos. Trusts. J. Bridgen, grocer, Westnear.
CAMERON, FERDINAND FERGUSON, boiler maker, Deptford. May 19. 6s. in 7 days. Trusts. G. A. Cape, accountant, Old Jewry; F. B. Camroux, gentleman, Commercial-ter, Peckham; and G. Oliver, ironmonger, Wapping.
COOPER, JOHN, rubber dealer, Buxton. April 29. 4s. in 1 mo. Trusts. J. Eglington, accountant, Reading.
CRAMPTON, ELIZABETH PENNEY, innkeeper, Harborne. May 12. 5s. by two payments of 2s. 6d. in 3 and 6 mos. Trusts. G. B. Nichols, architect, West Bromwich.
CROFT, DANIEL, gun, wool-stapler, Halifax. April 21. Trusts. J. Scarborough; J. Thomas; and W. Blagrough, woolstaplers, all Halifax.
DAVIES, WILLIAM, saddler, Neath. April 20. Trusts. F. Gottwaltz, saddlers' ironmonger, Buxton.
EASTWOOD, ROBERT, GOODWIND, grocer, Dunkinfield. May 14. 5s. Trusts. J. Norton, gardener, Dunkinfield.
EVANS, ROBERT, formerly builder, Lillington - st, Pimlico. April 23. 7s. 6d. by instalments of 4s. and 3s. 6d. in 6 and 10 mos.
FELLOWS, EDWARD, commission agent, Cheetham-hill. April 14. 3s. by equal instalments, in 1, 4, and 8 mos.
FORD, THOMAS PAUL, printer, Great Yarmouth. May 8. 10s. by two equal instalments on May 27 and Aug 27.
GOLDMAN, MICHAEL, iron, wool-stapler, in wearing apparel, Partridge-st, Houndsditch. May 14. 1s. on Aug 1.
HALKETT, PATRICK, merchant, Mincing-la. April 20. 6s. by two equal instalments, in 2 and 4 mos.
HOLMES, H. Watson, wholesaler, Newcastle-under-Lyme. April 15. 5s. by two equal instalments, on date of deed and on Aug 15.
HYDE, EDMUND, butcher, Cheitenham. May 13. 5s. by two equal instalments, in 1 and 12 mos.
KENWARD, THOMAS, KENWARD, draper, Battle. April 29. 6s. by two equal instalments, in 1 and 9 mos. Trusts. J. Kenward, draper, Saint Yves, and G. H. Ladbury, accountant, Cheshire.
KNIGHT, DANIEL, grocer, Newcastle-under-Lyme. April 6. Trusts. H. Watson, wholesaler, Newcastle-under-Lyme.
MACHIN, ALFRED, innkeeper, Hanley. March 2. Trusts. S. Beadmore, yeoman, Hanley, and J. T. Smith, commission agent, Stoke-upon-Trent.
MOORE, WILLIAM, boot manufacturer, Havant. April 23. Trusts. W. T. Hooker, shoe maker, Church-st, Shorehitch, and W. Edmonds, accountant, Portsea.
MORPHY, HENRY, and SMITH, MICHAEL, clothiers, Oxford-st. April 9. Trusts. J. Midgley, woollen warehouseman, King Edward-st, and J. H. Williams, trimming seller, Aldermanbury.
PASCHEN, FRIEDRICH WILHELM, merchant, Dittmer, ADALBERT, Mexico; and PASCHEN, CONRAD GUSTAV, Schwerin, all merchants. May 17. 2s. 6d. in 14 days, and Mexican debts exceeding the sum of 300l., in lieu of comp. of 8s. under deed of 1000l. Trusts. F. Spencer, and E. Delius, mer-

Gazette, May 23.

ABRAHAM, ELIAS, bootmaker, Notting-hill. 5s. by two equal instalments on S. pt. 13 and Dec. 13. Trust. B. Davies, picture dealer, Notting-hill.

ADEY, WILLIAM, tailor, Seymour-st. St. Pancras. April 30. 4s. In 3 mos.

ADRIAN, SAMUEL, wine merchant, Vine-st. Minorities. May 10. 1s. by three equal instalments on Aug. 10, Nov. 10 and Feb. 10, -last guaranteed. Trust. J. Salmon, biscuit manufacturer, Phoenix-ld, Ratcliff.

ASPIN, ALFRED, woodstapler, Bradford. May 7. 8s. 6d. by instalments of 1s. 6d. on 1, 3 and 6 mos.

BAKER, JOHN WOODALL, hatter, Liverpool. May 4. 8s. 8d. by two equal instalments on Oct. 1, and Feb. 1.

BARNETT, JAMES, bootmaker, Backfasteigh. May 19.

BIRKHEAD, THOMAS, innkeeper, Ashton-under-Lyne. May 14. 5s. In 3 mos from registration.

BOOTH, WILLIAM SHAKESPEARE, venetian blind manufacturer, Birmingham. April 30. 3s. by two equal instalments, in 3 and 6 mos from registration.

CALVERT, J. S. dealer in hardware, Southsea. April 29. 5s. by equal instalments, on June 21 and Sept. 21. Trusts. J. Cantle, house carpenter, Southsea, and W. Kimonda, accountant, Portsea.

COOPER, HENRY, machinist, Bethnal-green-rd. May 6. 5s. by instalments of 1s. 6d. on 1, 3 and 6 mos from registration.

CORNER, CHARLES THOMAS, bootmaker, Park-rd. Old Ford-rd. April 21. Trust. D. Davis, wholesale boot manufacturer, Hackney-rd.

DRAKE, CHARLES AUGUSTUS, surgeon dentist, Ipswich. May 3. 10s. by two equal half-yearly payments on Nov. 3 and Feb. 3. May 1 in every year, first on Nov. 1. Trust. G. Fairhead, gentleman, Colchester.

DUNNING, JOHN, grocer, Longham. May 13. 8s. -5s. In 1 week, and 5s. in 4 mos from registration, -secured. Trust. G. Clarke, grocer, Longham.

EAST, WARREN, draper, Broughton. May 3. Trusts. J. Wells, grocer, and J. Gossey, draper, both Kettering.

ELDER, ALEXANDER, West India merchant, Bush-ls, Cannon-st; Barbadoes; and Antigua. May 19. 2s. in 1 mo from registration.

FARRAR, HOWARTH, accountant, Manchester. May 14. 5s. in 1 mo from registration, -secured. Trust. S. C. Farrar, yarn agent, Todmorden.

FEARDELL, HENRY, mungo dealer, Ossett, near Wakefield. May 10. Trusts. J. Davies, oil merchant, Leeds, and B. Priestley, mungo dealer, Ossett.

FRY, FREDERICK, farmer, Westfield. April 23. Trusts. A. Dunk, hop merchant, Maidstone-bldgs, Southwark, and W. Ranger, farmer, Westfield.

FRY, RICHARD HENRY, farmer, Lowden. April 26. Trusts. D. Collier, miller, W. Austin, butcher, both Chippenham.

FYNN, HENRY, and FYNN, EDWARD, china dealers, Bristol. April 17. 13s. 4d. by four equal instalments, at 3, 6, 9, and 12 mos, from registration. Trust. J. Fynn, manager to china dealer, Bath.

GOSNOLD, GEORGE, draper, Freshford. May 17. Trust. S. Littleton, accountant, Bath.

GINGER, GEORGE, builder, New Barnett. April 21. Trust. J. Layley, builder, New Barnett.

HARRIS, JOHN, wine and spirits grocer, Birmingham. April 24. 4s. by two equal instalments, on registration, and in 2 mos from registration.

HAIGREAVE, LAWRENCE, builder, New Wortley, near Leeds. May 11. 5s. in 7 days from registration.

HALL, FREDERICK, clothier, Broad-st. grocer, Birmingham. May 1. 7s. 6d. by three equal instalments, at 1, 4, and 7 mos, -from registration.

HEWLETT, WILLIAM, hat manufacturer, Bristol. May 6. 5s. by three equal instalments.

HOBKIN, THOMAS, draper, Sunderland. April 17. Trusts. W. E. Hobkin, draper, Sunderland, and W. George, travelling draper, Bradford.

HODGSON, THOMAS, SHAW, JAMES, and DENT, ROBERT, dyers, Belle Isle, Wakefield. April 13. 10s. by three instalments, viz. -5s. on Aug. 1, 2s. 6d. on Nov. 1, and 2s. 6d. on Feb. 1, 1870, -last guaranteed.

HOWLETT, SAMUEL, shop fitter, Mount-pleasant, Whitechapel, and North-st. Mile-end. May 21. 3s. by three equal instalments, in 3, 6, and 9 mos.

HUGHES, RICHARD, cabinet maker, Liverpool. May 15. 15s. 6d. by instalments of 5s. 6d. on 1, 3, 6, 9, 12 mos, and in 3, 6, 9, and 12 mos. Trusts. A. Hale, builder, and J. Walker, gentleman, both Liverpool.

IFFICE, CHARLES, commission agent, Warwick. April 30. 30s. on Dec. 30, and 1s. in each year. Trust. F. P. Fox, Birmingham.

IVER, WATER EDMUND, confectioner, Ipswich. May 11. 2s. 6d. on registration. Trust. M. Ives, widow, Great Yarmouth.

KENDALL, WILLIAM JACKSON, broomaker, Chatham. May 4. 6s. by two equal instalments, at 3 and 6 mos.

LEITCH, JOHN, and JAMES, proprietors of "Ladies' seminary keepers, Clapham-rise, Clapham. April 22. In full, by three equal instalments, on Sept. 30, Dec. 30, and March 30. Trust. E. Howard, gentleman, Poultry.

MCPHERSON, JOHN, manufacturer, Faison-st. Aldergate-st. Dec. 30. 3s. 6d. in instalments of 3s., 3s., and 3s., on June 1, Aug. 1, and Oct. 1, -secured.

MUNDILL, FREDERICK CHARLES, contractor, Birkdale. May 10. Trust. W. Barron, accountant, Southport.

PENNEY, WILLIAM SEALY, commission agent, Middlebrough. Trust. W. Foster, accountant, Middlebrough.

RITHERDON, CHARLES TALBOT, gentleman, Lime-vie, Lewis-ham. April 23. Trusts. J. Melton, Margaret-st, Cavendish-square, and E. T. Hammond, gentleman, Cornhill.

SALMON, W. THOMAS, draper, Old Ford-rd. April 29. 8s. 6d. by two equal instalments, in 6 and 12 mos from registration.



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To Readers and Correspondents.

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NOTICE.

The Nineteenth Volume of the LAW TIMES REPORTS is now
complete, and may be uniformly and strongly bound at the
LAW TIMES Office, price 4s. 6d.

THE
Law and the Lawyers.

THE respective standings of the new silks are as
follow:—Mr. HENRY JAMES, 17 years and 6
months; Mr. LOPES, 17 years; Mr. BERE, 19
years and 1 month; Mr. EDLIN 22 years; Mr.
POPE, 11 years; Dr. ADAMS, Recorder of Bir-
mingham, 30 years and 6 months; Mr. KAY,
21 years; Mr. FOOKS, 26 years; Mr. OSBORNE
MORGAN, 16 years; Mr. FRAY, 15 years; Mr.
EDDIS, 24 years; Mr. T. HUGHES, 21 years and
6 months; Mr. BOYLE, 33 years and 6 months;
Mr. DOUGLAS BROWN, 22 years; and Mr. Fox
BRISTOWE, 22 years.

THE Bill introduced into the House of Com-
mons by Mr. SHERIDAN and Mr. Serjeant SIMON,
to facilitate compromises and arrangements
between creditors and shareholders of joint-
stock companies in liquidation, proposes to
enact:—Where any compromise or arrangement
shall be proposed between a joint-stock company
in liquidation and its creditors, or any class of
creditors, or between the shareholders, or any
different class of shareholders, it shall be lawful
for the Court of Chancery to order that a meet-
ing of such creditors, or class of creditors, share-
holders, or class of shareholders, be summoned
in such manner as the court shall direct; and, if
a majority in number representing three-fourths
in value of such creditors, or class of credi-
tors, shareholders, or class of shareholders,
present, either in person or by proxy, at such
meeting shall agree to a proposed arrangement
or compromise, it shall, if duly confirmed by the
order of the court, be binding on all such credi-
tors, or class of creditors, shareholders, or class
of shareholders. THE LORD CHANCELLOR may
from time to time make, and from time to time
revoke, general rules for the effectual execution
of this Act and the objects thereof.

Mr. BOYD KINNEAR is not satisfied with the
Bankruptcy Bill as amended. He points out
that it contains the defect of leaving many of
the essential details to be regulated by rules to
be framed by the LORD CHANCELLOR; and that
another defect is to be found in the restraints
placed on the creditors' discretion in dealing
with what, by the mere fact of bankruptcy, has
become their property. He sums up his objec-
tions in a series of questions. Thus: Why should
it be necessary to prove an act of bankruptcy in
a case where the debtor appears and confesses the
debt, or where its existence is beyond dispute? Why
should the decision of all actions against the
debtor, after bankruptcy, be taken from the
proper court and imposed on the Bankruptcy
Courts? They will have no greater powers of
ascertaining the truth, and no greater rapidity of
proceeding, while some, at least, may possibly
not inspire the same respect. Why again should
the exceptional favour shown to Crown debts be
continued? Why should the declaring of a divi-
dend at any time be left (sect. 39) to the pleasure
of the trustee, subject only to the duty of "ex-
plaining his reasons" for no dividend once in six
months? Why should the Act be obscured
with the addition (sect. 75) of the impracticable
clause declaring that one court should be
"auxiliary" to another? How can a court which
knows nothing of a case be safely directed to act
as if it had the case before itself, except in relation
to such specific matters as examination of wit-
nesses or backing of warrants, which are pro-
vided for in separate sections? Why should
there be no attempt to include the administra-

tion of the affairs of deceased insolvents, or of
partnerships of more than seven members, seeing
that experience in Scotland has proved the great
convenience of extending the law of bankruptcy
to such cases? And Mr. KINNEAR concludes
that a committee of merchants, aided by a
solicitor experienced in commercial wants, could
during the recess frame a measure which would
be more sound, better adapted to actual require-
ments, and far less liable to create and prolong
litigation than that which has now been laid
before Parliament.

THE PROFESSION IN THE COLONIES.

WE are sorry to receive from New Zealand an
account of a professional scandal of no mean
importance as affecting the admission of persons
into the legal profession in that colony. Mr.
WILLIAM FOX, a barrister of the Inner Temple,
practising in the Supreme Court of New Zealand,
has published a letter on the subject, from which
we glean the following facts.

By an Act of the Colonial Parliament passed
in the year 1866, it was enacted that "if any
person who has or shall have been convicted in
any part of the British dominions of forgery, or
perjury, or subornation of perjury, shall be en-
rolled or shall practise as a barrister or solicitor
of the Supreme Court of New Zealand, such per-
son shall be liable to pay a penalty of five hun-
dred pounds."

Before the passing of this Act it appears that
a person named SMYTHIES who had been a
practising solicitor in England, and before his
resort to the colony had been convicted of
forgery, applied to be admitted to practise as a
barrister and solicitor in the Supreme Court.
Mr. Fox tells us that the Judges of that court
appear to have had full knowledge of his former
delinquency, but nevertheless they permitted his
enrolment, and Mr. SMYTHIES proceeded to
practise both branches of his profession in the
Courts of Law at Otago.

Fortunately for the Profession there was a
member of it, namely, Mr. JOHN JOHNES, of
Dunedin and Waikaiti, with sufficient spirit to
lay an information against SMYTHIES for prac-
tising in contravention of the provisions of the
Act of 1866.

The magistrates before whom the case was
heard convicted SMYTHIES and awarded the full
penalty, which they had no power to mitigate.
He appealed from their decision, and moved
Mr. Justice WARD to quash the conviction. Of
the fact of SMYTHIES having been convicted of
forgery there was no doubt, for he confessed it;
and the fact of his having practised since the
Act was passed was equally patent. He rested
his appeal on grounds of a purely technical
character, and these having been overruled
by Mr. WARD, the conviction was sustained.
SMYTHIES, however, has appealed to the "Court
of Appeal" against the ruling of Mr. Justice
WARD.

It is most unfortunate that the Supreme Court
should have rendered such a condition of things
possible. We quite agree with Mr. Fox when
he says, "That a person previously convicted
of forgery, within the knowledge of the Judges
of the Supreme Court, should have been per-
mitted by them to assume the functions of a
barrister and solicitor, and to clothe himself
with those testimonials of integrity and respect-
ability which are usually supposed to attach to
members of the legal profession, has something
not a little startling in it. If there is a crime
which peculiarly disqualifies a man for enrol-
ment in the honourable profession of the law, it
is precisely that of which Mr. SMYTHIES has
been guilty, because it is precisely that to which
a needy unscrupulous or unprincipled lawyer
would be likely to be tempted, and its con-
sequences are such as might most readily result
in ruin to those who, confiding in the character
implied by an admission to practise as a lawyer,
might have entrusted their property or their
rights to his professional management. The
honour of the Profession and the safety of the
public are both placed under the guardianship
of the Judges, to whose discretion and watchful-
ness the highly responsible duty of keeping the
Profession pure is entrusted."

We are not enlightened as to the technical
grounds upon which SMYTHIES founds his appeal.
One of them, we assume, is that having been
admitted before the passing of the Act of 1866,
he is not affected by its provisions. If we have
it rightly, it precludes any convict from practi-
sing, for its words are "shall be enrolled or shall

practise." But whatever the grounds, we hope the Judges will feel themselves able to correct so serious an error, for as Judge WARD bitterly said in his summing up, "The result of the admission of Mr. SMYTHIES has been, that of all the realms ruled by the law of England, New Zealand has become the solitary spot where, by a solemn decision of the Judges, the roll of solicitors, the Bar, and consequently the Judicial Bench, have been opened as a *locus penitentie* to the forgers and felons of Great Britain."

PAUPER SUITORS.

It has been recently strongly remarked by Vice-Chancellor Malins, that the liability to have a bill filed against you by a person who, if he fails cannot pay you any costs, is one of the common evils of life. He held it to be clear that the mere poverty of the plaintiff, his humility of position in life, is no ground whatever for a motion to stay the proceedings, and that a bill may be carried on by a man who is in point of fact a pauper, and when the proper day comes for getting rid of the litigation with costs, nominally, no costs can be obtained in consequence of the want of means of the plaintiff.

That the existence of this state of things is a great hardship upon defendants in many instances cannot be denied, but that it will continue so long as suing *in forma pauperis* is trammelled with the existing provisions as to costs is perfectly clear.

A pauper ought not to be allowed to sue unless it is certified by a competent person, who risks his professional reputation upon the certificate, that the pauper has a good cause of action or ground of proceeding. This is a necessity if it is desired to escape liability for all costs and court fees, but the course is very rarely taken, because of the provisions as to costs. These provisions are, that "a person admitted to sue *in forma pauperis* shall not in any case be entitled to costs from the opposite party unless by order of the court or a judge" (R. 28, Hilary Term, 1853). And a similar rule prevails in equity. And what are the costs obtainable by such leave? Merely, it is believed, costs out of pocket; the pauper pays only costs out of pocket, and how, it is asked, can more costs be recovered? This argument is sufficiently forcible to deter respectable solicitors from taking up the cases of persons without means.

And what are the results? One result is, that we hear of speculative proceedings, proceedings on behalf of paupers by attorneys—who, we know, do not purchase this journal, or, at any rate, do not attend to the doctrine of honourable dealing which we endeavour to inculcate—for the sake of possible costs. Another result is such as we find illustrated in a case before Vice-Chancellor Malins on Thursday week, namely, fighting causes in the names of nominees. This case is thus described by the Vice-Chancellor in his judgment:—"I have here," he said, "a case in which a bill is filed by Mr. Thomas Barron Robson, who is described in the bill as a joiner. He files the bill as a shareholder or member of a benefit society, and the complaint made against the society is that they have borrowed a large sum of money, and lent it out again, which, it is said, is not within the province of the society—that it is *ultra vires*, and, therefore, remedies are sought against those who have been engaged in the transaction. It has been brought to my attention by the affidavits of the defendants, which are wholly uncontradicted, what the state of the facts is. First of all, I should say that Mr. Harle, who is the solicitor instituting this suit, was for many years the solicitor of another company connected, as I consider, with this; that he has had a quarrel with that other company, that he is exceedingly angry with two gentlemen, one of whose name is Dodds and the other Atkinson, both of whom are defendants to this suit, that the quarrel has an existence of no less than five years, and that it culminated in the month of January last. On the 20th of January, it seems that a conclusion was arrived at that Mr. Harle was no longer to be the solicitor of that other society. On the 20th of January last, this plaintiff Robson had no interest in this society whatever. Five days afterwards he is made to purchase; and I can have no hesitation in coming to the conclusion that the purchase was made with Mr. Harle's money, because, five days afterwards, this man Robson, who is the husband of the woman who is the landress of Mr. Harle's office, is made to purchase and acquire an

interest in this society, which involved the payment of 2*l.* 0*s.* 3*d.*, which 2*l.* 0*s.* 3*d.* is the whole interest that this plaintiff has in this suit, and that by virtue of a purchase made five days after Mr. Harle's quarrel had come to a final culmination. It is sworn, and I am satisfied as clearly as I can be satisfied of anything, that this is the suit of Mr. Harle."

Upon this state of things the Vice-Chancellor remarked: "It is a serious and important question; this practice of importing the names of other persons into litigation whose names can be used with impunity—because if the bill is dismissed they cannot pay a penny—is one of the most dangerous things, and affects the interests of society." And, taking this view, in which every one must agree, the Vice-Chancellor asked the plaintiff's counsel whether Mr. Harle would give security for costs in the event of the failure of the suit. To this, of course, the reply was, "Certainly not;" and, with equal promptitude and spirit, the Vice-Chancellor rejoined, "Then you may rest assured, Mr. Glasse, that if I can stop such a suit as this, stopped it shall be." Mr. Glasse, however, insisted that it could not be done, citing the decision of Lord Cairns in *Seaton v. Grant*, to the effect that the only way of getting rid of a suit is by plea, demurrer, or answer; but the Vice-Chancellor, notwithstanding, carried out his determination, and allowed the motion to take the bill off the file, "being of opinion," he said, "that the plaintiff is a mere puppet in the hands of Mr. Harle, that this is to all intents and purposes Mr. Harle's suit, not instituted for a *bona fide* purpose, and that he is not entitled to represent the shareholders in this company, but that it is filed for the purpose of working out the personal feelings which Mr. Harle has. In my opinion, this is a suit which the records of this court ought not to be encumbered with." And, in addition, he gave the defendants their costs, but as they could not be given as against Mr. Harle, of course this amounted to nothing.

This case, introducing certainly a new phase into proceedings by or on behalf of paupers, will be carried to the Court of Appeal, which, constituted as it is at present, will probably not have the courage to uphold the Vice-Chancellor. Looking at it, however, as it now stands, and having regard to other cases which we have in our mind, we think it highly desirable that some new law, or some new rules of practice, should be brought into operation; in the first place, to give a pauper his full costs who sues on a good cause of action; and to check proceedings by paupers at the outset, when it appears that the proceedings are not *bona fide* for their own interest or founded upon insufficient grounds. Until this is done injustice will be suffered on all hands.

THE LIMITS OF PRIVILEGE.

It is with considerable satisfaction that we find cases arising so conspicuously illustrating the justness of our views recently expressed in an article entitled "Privileged Communications and Express Malice." We there contended for a proposition which, as the law now stands, is untenable, namely, that no privilege should be extended to defamatory matter unless the defendant can show that he took every possible means to ascertain that what he said or wrote was true, on the ground that his failure to take this precaution shows culpable negligence.

A case to which we shall first allude is reported from the Exchequer Chamber (*Parkes v. Prescott and others*, 20 L. T. Rep. N. S. 537). There a *venire de novo* was ordered by a majority of the Judges, on the ground that Martin, B., was wrong in directing a verdict for the defendants on the ground that there was not sufficient evidence of publication. The slanders were in their inception privileged as being uttered at a meeting of the board of guardians. They would have been considered privileged, although reporters were present whose ordinary duty it is to publish in the public newspapers a report of the proceedings of such a body; had the newspapers published the slander without direct authority, the printers, and not the slanderers, would have been liable. But, luckily for the plaintiff, the guardians forgot discretion, and wildly expressed a hope that publicity would be given to the matter. The defendant Ellis said that he hoped the local press would take notice of "this very scandalous case," and requested the chairman to give an outline of it. The question of privilege, however, did not in this

case directly arise. The point was simply whether there was evidence of publication—is a request to publish a publication which will fix liability upon the person making the request? In the last edition of Starkie it is laid down that "if a man request another generally to write a libel, he must be answerable for any libel written in pursuance of his request; he contributes to the misdemeanor, and is therefore responsible as a principal. A man who employs another generally to write a libel must take his chance of what appears, though something may be added which he did not state. Having directed a libel to be published of a particular person, on a particular subject, and afterwards approved of what is published, he cannot afterwards defend himself on the ground that something has been added which he did not authorise or communicate." *Reg. v. Cooper*, 8 Q. B. 533, is cited to support these principles, and Mr. Justice Byles, with reference to that case, said that it did not resemble the one before the court, as in the latter there was no evidence of approbation; but Mr. Giffard replied that this being so was of no moment, as approbation does not mean approval of the form, but of the matter of the libel. The Court did not, in the argument, go quite with him on this point, thinking that some identification of the libel is necessary. In the judgment of the majority, delivered by Mr. Justice Smith, there are expressions which make it appear that some approbation in the nature of an identification of the libel is necessary. For, contrary to the law, as laid down in the above quotation from Starkie, the learned judge said, "I think the words must be of such a kind, and used in such a manner, as to satisfy the jury that they amounted to, and were in fact, a request to publish. If the words do amount to such a request, and the publication be made in pursuance of it by the persons to whom it was addressed, then it seems to me the person making such request would be responsible for the libellous matter so published. Whether the libellous matter published is in pursuance of, and in accordance with, the request, or a departure from it, and so unauthorised, would be a circumstance to be considered on the circumstances of the particular case."

Those who care to investigate the important matters discussed in the above case may easily do so by reference to the full report furnished by our reporter; but it is not further applicable to our present purpose, and we shall proceed to notice the case occurring this week in the Court of Queen's Bench, involving the question whether a superior officer in the army may make a maliciously false report of another officer with impunity except as regards the action of a military tribunal. Judgment has been reserved, and doubtless we shall soon have a lucid exposition of the law from that greatest living authority the Lord Chief Justice. In the meantime it is interesting to see to what lengths the claim of privilege might be carried.

According to an almost *verbatim* report which appears in the *Times*, Lord Paulet wrote to the Commander-in-Chief a letter in which he spoke of Colonel Dawkins—"that an officer who has shown such a want of judgment, tact, and temper, is not fit to be entrusted with the responsibility and charge of a command."

The defendant pleaded in justification that he, as Major-General of the brigade, was the superior military officer of the plaintiff, and that the plaintiff was under his command, and that it was his duty as such to send to the Adjutant-General letters from time to time sent to him as such superior officer in relation to the military conduct, duties, and qualifications by the officers under his command, and to make thereupon reports on the subject of such letters, and concerning the officers under his command, and of their conduct, qualifications, competence, and fitness for their duties as such officers; and that he as such superior officer had received from the plaintiff certain letters in relation to the military duties of the plaintiff, and orders received by him from the defendant, and which the plaintiff requested might be forwarded by the defendant as such superior officer; and thereupon the defendant in his said capacity, and in the ordinary course of his military duty as such superior officer, and because it became and was necessary and incumbent upon him by his duty to Her Majesty as such superior military officer so to do, and as an act of military duty, and not otherwise, or for any other reason, forwarded the letter, and for the information of

the Commander-in-Chief, when so doing, made certain reports in writing in relation to the said letter of the plaintiff, and as to the plaintiff's conduct in the field and his unfitness for command, such occasion being the proper occasion, according to the discipline and regulations in force in the army, for the defendant to make such reports. To this the plaintiff replied that the words complained of were written of actual malice on the part of the defendant, and without any reasonable or probable cause, and not *bonâ fide* or in the discharge of his duty. To this the defendant demurred on the ground that no action was maintainable against the defendant in respect of words written and published under such circumstances, even though they were written maliciously and without probable cause.

Here the very point was raised which we have previously discussed. Was the defendant liable for not taking the pains to ascertain that what he wrote was true? The Lord Chief Justice says, "It may be that a man has acted from erroneous notions or information, and yet in the course of duty." This illustrates strongly our argument in favour of making a person who is discharging a duty exercise diligence in ascertaining the truth of what he says or writes in the course of that duty. Why should the mere exercise of a duty exempt a man from using ordinary care? If the principle on this point hitherto existing is not modified persons in authority will be practically free from legal responsibility in matters of defamation. We look to Lord Chief Justice for this modification, and await his judgment with the greatest interest.

CREDITORS' REMEDIES UNDER TRUST-DEEDS.

A QUESTION has been discussed by the Lords Justices, which Lord Justice Selwyn properly describes as one of very general importance, namely, whether when a debtor has made an affidavit that the requisite majority of his creditors have assented to a deed of composition, and it afterwards appears that that statement is untrue, a dissentient creditor is entitled to go to the Court of Bankruptcy under sect. 198 of the Bankruptcy Act 1861, for leave to issue execution against the debtor, notwithstanding the execution of the deed. And a further question was, what is such delay as will preclude the creditor from resorting to this remedy?

These points were raised and discussed in *Ex parte Osenton, Re Prior*, at p. 506 of our current volume of reports. The first was decided by the Lords Justices without the expression of a doubt. The statement that the requisite majority of creditors had assented was a misrepresentation; the registration of the deed had therefore been obtained by misrepresentation, and consequently leave to issue execution would be given if the creditor had not in some way debarred himself of his remedy.

It will be well to notice the facts of this case, and then to compare them with those of the other cases, so that we may extract some general rule for future guidance.

This deed was registered on the 3rd Aug. 1868, and the certificate of registration was dated in the 4th Aug. On the 3rd Aug. 1868 notice was given to Osenton's attorneys of the execution of the deed; but on the same day they signed judgment, and issued a writ of *fi. fa.* against Prior's goods, under which the sheriff's officer took possession the same day. On the 4th Aug. Prior's attorney gave notice to the sheriff of the deed of the 1st Aug., and that under it one Johnson claimed the goods which had been seized. The sheriff took out an interpleader summons, and Mr. Justice Blackburn ordered an interpleader issue to be tried. This was tried on the 3rd Nov. 1868, when a verdict was found for Johnson, leave being reserved to Osenton to move for a new trial. A rule for a new trial was afterwards obtained, and was argued before the Court of Exchequer in banco on the 23rd Jan. 1869, when the court discharged the rule, on the ground that though the deed might be bad under the Bankruptcy Act 1861, it was still good as a deed at law to pass the property in the goods to Johnson: (19 L. T. Rep. N.S. 793.) The second composition of 2s. in the pound was tendered to Osenton on the 27th Oct. 1868, but he refused to receive it. After the decision of the Court of Exchequer Osenton applied *ex parte* to the Court of Bankruptcy for leave to summon Prior for examination. This application was supported by an affidavit, which stated that the object of

the examination was to obtain evidence to show that the second deed was invalid. An order was made accordingly that Prior should attend and be examined, the order referring to the affidavit supporting the application. This order was made on the 11th Feb. 1869, but it was not served on Prior until the 22nd Feb. Prior attended, and was examined on the 25th Feb. and the 9th March, and the result of this examination was to show that the deed of the 1st Aug. 1868 was insufficiently assented to. On the 6th April Osenton gave notice of an application to the Court of Bankruptcy for leave to issue execution against Prior; and on the 22nd April this application was refused, with costs, by Mr. Commissioner Bacon, on the ground of the applicant's delay in making it. Osenton then appealed.

As pointed out by Lord Justice Selwyn, the only unexplained delay in the proceedings of the debtor as disputing the validity of the deed was the period between the 11th and 22nd Feb.

Now in *Ex parte Banfield*, 14 L. T. Rep. N. S. 289, no application was made to the Court of Bankruptcy until eleven months after the deed was registered, and Lord Cranworth said, "It would be very wrong at this period of time to give a creditor an opportunity of setting up his legal rights." In *Ex parte Savin*, 15 L. T. Rep. N. S. 150, on the 16th March the deed was registered, and not until the 31st May did non-assenting creditors give notice of motion before the Bankruptcy Court to cancel the registration. Lord Justice Knight Bruce, referring to the nature of the case, said, "The time allowed to elapse before bringing the objection before his Honour was, I think, of great materiality. The time, I think, was ten weeks, or about that time. During that period, in an estate of this description"—the debtor was a railway contractor, and at the time of the execution of the deed engaged in railway works of the greatest magnitude in England and Wales—"much that was very material may have happened, and in all probability, or certainly did happen, and I apprehend that those who intended to avail themselves of the invalidity or possible invalidity of the registration, were bound to bring the objection forward much sooner than they did." Lord Justice Turner said that delay in making the application is not so important if notice be given of the intention so to do. "In a transaction of this description," are his words, "with concerns of the enormous magnitude of those which are involved in this deed, I think it is not going too far to say that it was the duty of this applicant either to go to the Court of Bankruptcy at once to make the application which he ultimately made on the 31st May, or, at all events, to have given notice of what his intention was."

Ex parte Davis and Denton, L. Rep. 2 Ch. App. 363, is not exactly in point, inasmuch as there the application was by a creditors' assignee for an order to annul an adjudication in bankruptcy made on the bankrupt's petition. It is therefore only necessary to say with regard to it, that in respect of despatch the same rule applies as to trust deeds. "Such an application," said Lord Cairns, "ought to be made speedily, especially when made by the creditors' assignee, both because he is aiming at overthrowing the bankruptcy under which he was appointed to his office, and because he has better means than anyone else of obtaining information."

In the case of *Re Sullivan*, in which the instrument to be impeached was a composition-deed (15 L. T. Rep. N. S. 434) the application was made by a creditor to the Court of Bankruptcy to impeach the validity of the deed, eighteen months after its execution. The court refused the application on the ground that during that period the position of all parties had been altered. "If," said Sir G. Turner, "the application had been made earlier and had succeeded, the other creditors might have sued the debtor and possibly have recovered their debts immediately on the deed being set aside. In consequence of the application not having been made, the result would be that these creditors will now be in the position in which they cannot successfully sue the debtor at all. Again, the debtor has been allowed to go on in the world as a person free from these debts and obligations. He may have contracted fresh debts on the faith of this very deed to persons who may have trusted him upon the footing that he was clear of his antecedent liabilities."

The plain principle deducible from all the

cases is this: Notice of a creditor's intention to dispute the validity of a deed should be given as speedily as possible after its execution by the debtor; and notice should be followed by action consistent and persistent with a view to upset the deed. If no notice be given, and the creditors lie by even for a few weeks, they may lose their remedies, and the heavier the nature of the debtor's estate the more culpable will any delay be considered.

PROFESSIONAL INCOMES.

A CORRESPONDENT of the *Standard* has given some remarkable specimens of the incomes enjoyed by some of the professional and commercial men in America. The information is obtained from an unexceptionable source—the income tax returns—which are not there, as here, kept profoundly secret, but are published by the Government, partly to satisfy public curiosity, and partly to prevent the fraud which secrecy undoubtedly encourages in the levying of this tax in England. It is said that not a few persons in the United States make exaggerated returns, some from motives of vanity, others with a deep design thereby to obtain credit and to facilitate fraud; but there is, at least, this advantage, that the revenue profits largely by the plan, and that it is not unacceptable to the public generally is manifested by the continuance of it.

Comparing these figures with all that is known of English incomes, they fill the mind with wonder. Trades that here scarcely provide a decent maintenance for the most industrious, there produce from 5000*l.* to 20,000*l.* per annum. Editors are in receipt of incomes greater than our Lord Chancellor; a popular preacher clears 5000*l.* a year, and lawyers are equally thriving. What is the cause of this? Is it due to greater profits or to the larger amount of business? Our newspapers have hazarded all kinds of opinions upon this problem, but none has solved it satisfactorily. It cannot be the consequence of a larger scale of business, for the commerce of America does not equal ours; it must therefore be the result of larger profits on each transaction. If it be asked why profits should be greater in America, the answer is obvious—there is very much less of competition. Here, in a small, and therefore crowded territory with limited resources, and an unlimited population, there is a constant struggle for life, and success is rarely to be obtained without trampling down or thrusting out some rival. Competition, which has been the idol of political economists, may thus conduce to national wealth, but at the cost of individual happiness. Competition is the cause of the anxiety that attends all business here, and chains the toiler to the oar, with the knowledge that, if he does not strain himself to the utmost and labour without pause, he will be swamped by those who are pressing him behind, and with whom as with himself it is a race for life. This competition it is that has reduced prices to the scantiest margin of profit, and left to toiling Englishmen incomes which look ridiculously small compared with those returned by their fellow labourers in America.

With this fact before them, would it not be as well for our statesmen and legislators to pause and reflect if it may not, after all, be a mistake so to stimulate competition, and whether the happiness of the community might not be promoted by directing both law and opinion to the promotion of more profit and less business.

MANUAL OF LEADING CASES IN COMMON LAW.

By A. K. ROLLIT, LL.D., B.A.

No. VII. ARMORY v. DELAMIRIE.

Tried Hilary Term, 8 Geo. 1, in Middlesex, before Pratt, C. J. [Reported 1 Strange, 504.]

Principles Illustrated.

Bare possession is a sufficient title to a legal remedy against a mere wrong-doer.

A master is liable for the torts of his servant which are not wilful, and committed in the ordinary course of the master's business. The maxim is Respondet superior: (4 Just. 114.)

Omnia presuntur contra spoliatores—Every presumption is made against a wrongdoer.

OUTLINE OF THE CASE.

This was an action of trover to recover the value of a jewel found by the plaintiff, a chimney

sweeper's boy, who took it to the shop of the defendant, a jeweller, to know what it was. An apprentice of the defendant, to whom he handed it, removed the stones under the pretence of weighing them, and told his master that the value was three half-pence, which the master offered the boy, who refused to take it and demanded the jewel, upon which the apprentice returned the socket without the stones.

It was resolved:

I. That the finder of a jewel, though he does not by such finding acquire an absolute property or ownership, yet has such a property as will enable him to keep it against all but the rightful owner, and consequently may maintain trover.

II. That the action will lie against the master, who gives a credit to his apprentice, and is answerable for his neglect.

III. As to the value of the jewel, several of the trade were examined to prove what a jewel of the finest water that would fit the socket would be worth; and the Chief Justice directed the jury that, unless the defendant did produce the jewel and show it not to be of the finest water, they should presume the strongest against him, and make the value of the best jewel the measure of the damages, which they accordingly did.

The action of trover lies for the wrongful conversion of personal chattels; and in order to support the action, the plaintiff must prove that he has the property in the chattel, and also the right to the immediate possession of it. In the leading case of *Armory v. Delamirie*, it was held that the finder of a chattel had such a special property—i.e., a property subject to the claims of others, as distinguished from an absolute or exclusive property—as would enable him to maintain the action for its conversion by a mere wrong-doer, and this decision is based upon the very earliest principles of jurisprudence, both natural law and all systems having concurred in recognising title by occupation, in the absence of any stronger claim—*Quod nullius est id ratione naturali occupanti conceditur*: (D. 41. 1, 8; I. 2, 1, 12; 2 Bla. Com. p. 9; 1, p. 295.) The title of the finder of chattels—with some few exceptions, such as treasure trove—is unimpeachable against all except the true owner; for otherwise property so acquired must have led to infinite disputes and continual strife, to avoid which the strength of possession has been in such cases allowed to prevail, in accordance with the maxim, *Qui prior est tempore, potior est jure*—He has the better title who is first in point of time. It is, therefore, a principle of law that bare possession gives a right to a legal remedy against a mere wrongdoer; and the rule of evidence prescribed in the Digest (C. 4, 19, 2) has been adopted in our law—*Non possessori incumbit necessitas probandi possessiones ad se pertinere*.

This principle has been continually re-affirmed and applied. For instance, in *Bridges v. Hawkesworth*, 21 L. J. 75, Q. B., the plaintiff found on the floor of the defendant's shop a parcel of bank notes, which he showed to the shopman, and requested the defendant to keep for the owner, without, however, intending to abandon his own title. The defendant advertised the notes, and after the lapse of three years, no owner having appeared, the plaintiff demanded them, and offered to repay the expense of the advertisements, and to indemnify the defendant against any future claim in respect of the notes. The defendant refused to deliver the notes, and it was held that the plaintiff was entitled to recover them or the value.

So where property left in a railway carriage by a traveller was found by a passenger, it was held that, subject to the right of the owner, the finder was entitled in preference to the company.

Oughton v. Seppings, 1 B. & A. 241; *Burton v. Hughes*, 2 Bing. 173; *White and another v. Mullett*, 6 Ex.; and *Jeffries v. Great Western Railway Company*, 25 L. J. 107, Q. B., are additional authorities illustrative of the principle that mere possession is sufficient to support trover against a wrongdoer or stranger.

Upon the same principle rests the rule in ejectment that the plaintiff must recover by the strength of his own title, not by the weakness of that of his adversary. "He that hath possession of lands, though it be by disseisin, hath a right against all men, but against him that hath right" (Doct. & Stud. 9), for without a better title, *Melior est conditio possidentis*.

The second principle illustrated in the leading

case is a deduction from the general rule that the principal, in this case the master, is liable for the acts or negligence of his agent, in this case the servant, done within the scope of and in the ordinary course of his employment. This liability is based upon the consideration that the master has the selection of his servant, and the opportunity of judging of his skill and care, and also the power of removing him, and must therefore incur the responsibility of his acts or defaults in that capacity. The rule itself is too familiar to need illustration.

The last position of the leading case is based upon the general rule of evidence, that every presumption shall be made against a wrongdoer. If a man withhold evidence which is in his power the logical no less than the legal inference is that he does so for the purpose of avoiding its adverse effect. Illustrations of the application of this principle are furnished by the leading case, in which the defendant might have enabled the real value of the jewel, which—according to the general rule, would have been the measure of damages in trover for its conversion—to be fixed; by the case of *Crisp v. Anderson*, 1 Stark, N. P. C. 35, in which it was presumed against the withholder of an agreement, to whom notice to produce had been given, that it was properly stamped. So, if a vendor refuses to give any evidence of the value of the goods sold, they are presumed to be of the lowest usual selling price of articles of that description; and the reverse presumption arises if it be shown that the vendee has suppressed the means of learning the truth: (*Clunnes v. Pezzey*, 1 Camp. 8; *Lawson v. Sweeney*, 8 Jur. 964, Ex.)

And upon the same principle the law requires from litigants the production of the best evidence in their possession or power, a rule founded on the presumption that in withholding it the party doing so is actuated by a desire to conceal the truth.

THE LIABILITY OF INSURERS FOR LOSS BY JETTISON.

WE subjoin an exhaustive case on the subject of jettison, with an opinion of counsel thereon, well deserving attention.

The case has been prepared in the form of notes of opinion on the whole questions at issue, by one who is thoroughly conversant with them, and supplies information which is absolutely necessary to enable any lawyer to form a correct judgment in a matter so complex and technical in its nature.

CASE.

1. It is submitted that the case of *Dickinson v. Jardine* (L. Rep. 3 C. P. 639) proceeds from a mistake as to the nature of the American decisions cited in *Phillips on Insurance*, sect. 1348, and is opposed to the correct principles of general average maintained by *Roccus*, *Pothier*, *Emerigon*, *Boulay Paty*, *Molloy*, *Beawes*, *Magens*, *Millar*, *Wekett*, *Park*, *Marshall*, *Abbot*, *Benecke*, *Phillips*, *Stevens*, *Arnould*, and *Parsons*, as well as to the practice of England, Continental Europe, and the United States.

2. It was contended by counsel that the jettison of goods causes a total loss of them by perils of the sea from the moment of jettison, and that a writ may be at once issued for the recovery of the loss, for the insured value of the goods jettisoned (L. Rep. 3 C. P. 640).

But the jettison is done at sea or in the course of the voyage. It is most probably not known what quantity of goods or whose goods have been thrown overboard until after the ship arrives with the rest of the cargo at her port of destination.

3. The Judges say that the jettisoned goods are totally lost by perils of the sea. On the contrary, *Emerigon* observes that "in law they are still considered to be on board," that "the effects jettisoned are presumed to be still existing in the vessel. Hence they are subjected to contribution and to the payment of freight. For the same reason they are valued at the place of discharge." "The rule is that the master shall be paid freight on the goods jettisoned under charge for contribution." And "the effects jettisoned being subject to contribution, it is just that they should be valued in the same manner as the goods saved." (*Meredith's Emerigon* 504; see also judgment of *M. Smith, J.*, in *Fletcher v. Alexander*, C. P. 27th and 30th April 1868, 2 Mar. Law Cases 73; L. Rep. 3 C. P. 337.)

4. Where the jettisoned goods are recovered before the general average is paid, they belong to the proprietor of them (*Arnould*, 2nd edit. 890, 939; *Phillips's*, *Stevens*, and *Benecke*, 103; Translation of *Pothier*, at Boston, U. S. p. 77), and the whole property contributes towards the expense

of recovering them, and towards making good any sea damage which they may have received by having been thrown overboard. The underwriters on the jettisoned goods also contribute their proportion of the sea damage to them, whether the policy is warranted free from particular average or not. The damage caused by jettison is not particular average, although it arises from sea water. Farther, if the goods have arrived at a gaining market, the damage to those which were jettisoned, if of a perishable nature, like sugar, may cause a partial loss of profit to the proprietor of them, which ought to be made good to him.

5. Thus the proprietor of the jettisoned goods is placed on the same footing as if they had arrived sound; and as he is entitled to claim them for his own benefit when there is a profit on the market price, he should suffer when there is a loss on the market. It is enough that he receives an indemnity. The underwriters have nothing to do with the rise or fall of the market prices.

If there is a profit uninsured, the assured receives the profits and contributes upon it, and the underwriters contribute upon the amount for which they have received a premium, and which is the measure of the benefit derived by them. If the value at the port of destination is less than the insured value, the claim against the underwriters and all the other contributors is proportionally less; but the assured is not thereby prejudiced, for, as already noticed, he is placed on the same footing as if the goods had arrived. The actual loss of the goods at the market price is the limit of the claim, and the underwriters are liable for their proportion.

6. The amount to be recovered for jettisoned goods is properly their net market value on arrival of the rest of the cargo at the port of destination. So long as there is a profit on the market price to accrue to the benefit of the merchant the above is the course which he would desire to have followed, instead of his seeking to recover from his own underwriters a smaller amount as the insured value of the goods jettisoned.

7. The cost of replacing the jettisoned goods, as pointed out by *Benecke*, *Stevens*, and *Phillips*, and confirmed by the recent case of *Fletcher v. Alexander*, 2 Mar. Law Cases. 73; L. Rep. 3 C. P. 337, is the true measure of indemnity, wherever the general average be adjusted.

The principle enunciated by *Emerigon*, as to jettisoned goods being in law considered to be still on board, establishes the equitable right of replacing them, if possible, when the ship puts back to her loading port. And *Magens* in his *Essay on Insurance*, vol. 1, p. 249, says that, "when regard is had to equity, the most intricate points are easily decided."

If gold coin be shipped in London by a vessel bound for New York, and insured at a value higher than it bears in London, and if a jettison of the gold takes place under prudent circumstances (as improbable case, but resorted to for the sake of illustration), is there a total loss of the jettisoned gold on the policy of insurance recoverable for the advantage of the assured, if the value in New York is expected to fall? Is it not enough, as common sense and justice dictate, to replace it with the same quantity and quality of gold coin? There never was a doubt on the question until these recent attempts to involve the underwriters in the fall of market prices were set on foot.

8. The judgment in *Dickinson v. Jardine* gives the assured the privilege of avoiding loss of market price on goods thrown overboard for the general safety of ship, freight, and cargo. That is the only object of contention, and the result of the suit is most inequitable in giving to the assured the choice of recovering the insured value when it exceeds the arrived value, or reversing it and other circumstances for his own gain.

9. When a total or partial loss of goods happens inevitably by perils of the sea, there is no choice given either to the underwriters or the assured. The insured value, or the first cost, fixes the amount of claim on the policy, according as it is valued or an open one, whether there would have been a profit on the market price or not. As where, after jettison of goods, the ship with the rest of her cargo arrives at the port of destination, the owners and insurers of ship, freight, and cargo ought to have no choice. The proprietor of the goods thrown overboard for the general safe should be indemnified for the full amount which he might have realised for them in the market, neither less nor more, recovering from his underwriters according to the amount insured.

10. The sole point at issue on the present occasion in England is, whether the merchant shall be entitled to recover the profit on jettisoned goods in general average when the rest of the cargo arrives at a gaining market, and the arrived value is more than the insured value; and to avoid loss of market on the jettisoned goods by claiming their insured value from the underwriters when it exceeds the market value, instead of recovering indemnity in general average.

11. Where the goods were in a damaged state

before being jettisoned, the cost of replacing them in their deteriorated condition is the amount to be made good in a general average. This old-established rule of practice, as already observed, is acknowledged to be correct by Bovill, C. J., in *Fletcher v. Alexander*, C. P. April 27 and 30, 1868; 3 Mar. Law Cas. 72; L. Rep. 3 C. P. 383. If, then, the jettisoned goods were insured free from particular average, on what grounds of equity could the underwriters be made liable for their insured value?

In a note upon the case of *Maggrath v. Church*, an American writer speaks of the warranty in the memorandum as exempting the underwriters from every partial loss which is not a general average. In that case it was damage to corn, the total contribution to which was allowed to be recovered as general average by direct claim on the policy, although partial loss or particular average was not recoverable, the ship not having been stranded. But it was the contributory or market value, not the insured value, that was held to be so recoverable direct from the insurers.

In the American case of *Lapsley v. The United States Insurance Company*, 4 Binn. 502, the Judge observed: "Why do the plaintiffs pertinaciously insist on resorting to the insurers? If indemnification for their loss is the object, what is the difference whether they receive it from the insurers or other persons? I can find no satisfactory answer to this question but by supposing that had indemnification will not satisfy the plaintiffs. Their object must be to gain by abandoning to the insurers and thus producing a constructive total loss, whereby the insurers will be involved in the state of the market at New York." And he most justly refused to assist them in this attempt, and sent them to recover from the contributors to the general average first.

12. In the body of an ordinary policy of marine insurance the risks or perils undertaken are, among other things, declared to be of the "seas," that is inevitable loss by sea peril of part or the whole of the subject insured; of "pirates," that is inevitable loss by forcible robbery on the high seas of the whole or part of the property insured; of "jettisons," or general average losses, that is liability for a share of any loss arising to the property insured, or to any other property embarked in the adventure, by a voluntary destruction of it for the safety of all; and of "captures," or inevitable losses caused by a hostile seizure of property insured.

And it is declared that in case of loss or misfortune the assured may sue, labour, and travel about the defence, safeguard, and recovery of the subject insured, or any part thereof, to the expense of which the underwriters shall contribute their proportion according to the amount insured.

Under this last mentioned "suing and labouring clause," and the term "jettisons," the risk of all claims of general average of every kind is thus assumed by the policy.

Then follows a memorandum, which stipulates that partial losses or particular average shall not be recovered in whole or in part under certain conditions, but that general average claims shall be subject to no such exceptions.

Miller in his *Elements of the Law of Insurance* (p. 333), says that a general average loss or expense is "incurred for the advantage of the whole concern, and consequently of the underwriters themselves, and is in a very different situation from other partial losses. It would be absurd that the underwriters should stipulate to be free from an expense incurred for their advantage, and it might be dangerous by inducing the assured to avoid such expense, and allow the loss to become total. In the Mediterranean, accordingly, where general clauses 'free of average' are very common without any exception, these clauses are construed not to extend to the case of jettison." By the memorandum in the English policies such clauses are expressly declared not to extend to general average, whether arising from jettison or otherwise.

According to Arnould on Marine Insurance (2nd ed. pp. 868, 869), the underwriter's liability for salvage and general average depends, not on his having engaged to indemnify against these by express words, but on their being made, by the law of the land, or by the general law maritime, a direct and immediate consequence of perils against which he does insure.

But, on the contrary, by the cases of *The Great Indian Peninsula Railway Company v. Saunders*, 1 Mar. Law Cases, 213; and *Kidston v. Empire Marine Insurance Company*, L. Rep. 1 C. P. 563; L. Rep. 2 C. P. 361, 365, 368, it is clearly shown and established in law, that salvage, general average expenses, and particular charges, are recoverable under the "suing and labouring clause" in the policy above referred to. And general average losses appear to be recoverable under the term "jettisons."

13. Where the profit on goods is not insured, the policy of insurance on the goods covers not only the risks of total or partial loss of their first

cost happening inevitably by perils of the sea, but also the risk of the proportion attaching to their first cost of the loss of cost, uninsured profits, and freight on any portion of these very goods arising from jettison, and also the like proportion of the cost of replacing the jettison of ship's materials, whereby the underwriters on the goods avoid a total loss.

14. In *Parsons on Insurance*, it is said "The valuation in the policy has no effect upon the adjustment of general average, in other words, losses under open and valued policies are adjusted alike so far as relates to general average, not only as regards the original parties, but as between them and any of their insurers." (*Clarke v. United Fire and Marine Insurance Company*, 7 Mass. 365.) The valuation in the policy is not the proper amount recoverable. It is only the limit of the insurer's liability.

15. The judges of the Court of Common Pleas say that the merchant has no lien for his goods when jettisoned. But if the ship arrives at a French or German port as her destination, there is an undoubted lien; and the question put by counsel in one of the American cases, may be asked: "Shall the merchant seek recovery from his underwriters for the total general average loss, when his agent holds a pledge or remedy in his own hands?"

Pothier says, as already quoted above, that "One of the obligations contracted by the master, as between him and the freighters, is to have them indemnified by contribution, in case of jettison, and from this obligation is derived the action *ex locato*, which the owners of goods jettisoned may bring against him, that he may give them an indemnity, by calling on the owners of the goods saved to contribute. And the master may require them to make this contribution by the action *ex conducto*, which arises from the obligation to contribute, which they have contracted." This results from the Digest. l. 2, ad leg. Rhod.: (Translation of Pothier on Maritime Contracts, by Caleb Cushing, Boston, U. S., 1821, p. 72.)

On a careful consideration of *Hallett v. Bousfield*, 18 Ves. Rep. 187 (a case in which the Vice-Chancellor said he found it necessary to give judgment before having had an opportunity to consider the question sufficiently), and the Merchant Shipping Amendment Act (if general average is therein referred to), with all the authorities in regard to lien for general average, it seems as if a similar course might be followed in this country to prevent fraud or injustice being perpetrated.

If the shipowner were bankrupt, and his assignees sold the ship, they derive the benefit of the sale by means of the loss of the jettisoned goods, and the underwriters on the ship, if insured, will pay their proportion of the loss by jettison, which has averted the total loss of the ship. Would the bankrupt's assignee be permitted idly to hold back the policies on the ship, and to repudiate all claim for jettison?

By sects. 732 and 733 of the German Mercantile Law it is expressly provided that security shall be given to the parties interested in the cargo for the amounts due from the ship before the ship can be allowed to leave the port where the general average is adjusted; and the master is not allowed to deliver goods from which an average contribution may be due until the amount of such contribution be paid, or security given for it, in default of "which, in addition to the liability of the goods," he becomes personally liable for the amount. If he acted by orders of the owners who were personally acquainted with the facts, his liability is shifted to them. On arrival at a French or German port, where such remedies are provided by law, would our judges, therefore, have grounds to pronounce such a decision as that in *Dickinson v. Jardine* in respect of the absence of any lien?

16. The opposite view of the question is sufficiently discussed in the report of the case under consideration, and in the following extract from the arguments of counsel for the plaintiff in the American case of *Maggrath v. Church* (1 Caines Rep. 207): "It is said we have no right to look in the first instance to the insurer; we must take from the captain and others, and then apply to our underwriters for the balance. Is it not, however, a loss from perils of the sea, from a general average arising out of those perils? And will the court turn us round from the words of our policy to the captain because it is said he has a lien on what was to pay us, and, being our agent, ought to have thus applied it? Can he justify holding the ship till the owner of the goods ejected be paid? If he has not this power over the vessel, neither can he detain the cargo. Suppose my goods thrown overboard, the owner of the vessel a bankrupt, the captain does not perform his duty, and she sold by his assignees on arrival; can the underwriters say you must look to the owners, the *casus federis* has not taken place? All that can be done is to substitute the underwriter in our place, and he will have a right to use our names in the prosecution. We contend that, on the settled rule of law in cases of general average, we are

entitled to resort to our policy, and leave the assurer to reimburse himself from the others."

The following are submitted as the logical principles on which it seems the question at issue ought to be determined:—

17. The risk of "jettisons" mentioned in policies of insurance on ship, freight, or cargo, seems to imply general average losses such as those arising from throwing overboard cargo or ships' materials for the general safety. The risk specified is not "jettison," but in the plural number, "jettisons."

18. Where the profit on goods is not insured, the policy of insurance on the goods covers not only the risk of total or partial loss of their first cost happening inevitably by perils of the sea, but also the risk of the proportion attaching to their first cost of the loss of cost, uninsured profits, and freight on any portion of these very goods arising from jettison, and also the like proportion of the cost of replacing the jettison of ships' materials, whereby the underwriters on the goods avoid a total loss. In short, a policy of insurance on goods covers, not only total or partial loss, but also general average loss.

The assured is liable to contribute in respect of the profit towards the loss of the first cost of the jettisoned goods, and the underwriters are liable to contribute in respect of the first cost towards the loss of the profit.

19. The captain is the agent of all concerned in making the jettison, and ought likewise to act as the agent or "attorney" of all concerned in ascertaining what goods have been thrown overboard, and in making suitable arrangements for the recovery of their net market value and freight from those liable to contribution: (Meredith's *Emerigon*, 504; 2 Phillips, 333, 2nd edit.)

"As the common law looks upon the goods or cargo as a pledge or pawn for the freight, so the marine law looks upon them likewise as a security for answering any average contribution, and the master ought not to deliver them till the contribution is settled, they being tacitly obliged for the one as well as for the other." (1 Beawes, 244.)

20. Although Pothier on one occasion says that in France the assured may resort to his underwriters in the first place, leaving them to recover contribution, it seems to be quite evident, from what he elsewhere writes in regard to the value to be made good for cargo jettisoned, that he does not mean that the assured may recover the insured value of the goods from his underwriters when that would give him more than an indemnity. Accordingly, *Emerigon* (Meredith's Translation, p. 508), observes that in the case of jettison and of contribution it is customary to shape the adjustment of average with regard to the insurers upon the same principles that obtain in the case of shippers generally; the goods thrown overboard as well as those saved are valued according to the price current at the place of discharge.

But Boulay Paty on *Emerigon*, edit. 1827, vol. 2, p. 6, expressly states that in France "the underwriters never contribute directly to general average losses, they are only bound to reimburse the assured their proportionate or rateable amount of his contribution." And *Emerigon* himself (Meredith's Translation, p. 509) says that where part of the goods insured are jettisoned, the merchant must necessarily wait until the average is adjusted before he can oblige the insurers to pay their contingent, and he is to claim their value (that is the market value on arrival) from those persons whose goods have been saved, with a reserved right to demand of his insurers the contingent of real and actual loss remaining to his own lot. The owners of the goods saved are subsequently entitled to claim from their own insurers, and by the rule of proportion the sum contributed by them on account of the jettison.

Although Mr. Justice Story in the United States, also on one occasion expressed a leaning of opinion in favour of direct claim against insurers, while refusing to give such a benefit to the assured in the case before him, yet Chancellor Kent (on whose judgment in *Maggrath v. Church*, Mr. Justice Story founded this inclination of opinion) says in his *Commentaries*, 11th edit., vol. 3, sect. 244, "In *Strong v. The New York Firemen Insurance Company*, 11 John. 323, it was declared to be the duty of the master in cases proper for a general average to cause an adjustment to be made on his arrival at the port of destination, and that he had a lien upon the cargo to enforce the contribution." This was shown to be the maritime law of Europe. Again Phillips expresses an unqualified opinion, 2 Phill. 2nd edit. 128, 333, referring to 1 Magens, p. 76, s. 63, that in case of the master's neglecting to procure contribution, the underwriters would not be liable at all; and *Parsons*, in his *Treatise on Marine Insurance*, says the same concerning any neglect of the assured, and informs us that the assured usually collects his contributory claim first if he can. In one of the cases cited by *Parsons* as being in favour of the right to claim the entire loss by jettison direct from the insurers, viz., *Faulkner v. Augusta Insurance Company*, Mac Mullin Rep. 188, it was held that underwriters on goods are liable for the entire loss by sale of the

goods taken to pay for salvage services rendered to the rest of the cargo: a judgment contrary to English law, seeing that the loss by sale constitutes merely a forced loan of the goods for which those on whose account the money was paid for assistance rendered are liable as a debt to the proprietor of the goods sold. Two out of five judges dissented, not on this ground, but for reasons which appear to be conclusive against, or at least strongly opposed to, loss by jettison being recovered wholly from the insurers when neglected to be recovered in general average.

21. When a ship arrives with her cargo at a port in this country, after making a jettison, and there is reason to consider an average agreement not a sufficient security, an estimate of the general average claim is obtained from an adjuster, and the goods are not delivered until a deposit is obtained from each consignee for his estimated proportion. In Liverpool this is commonly done in all cases of heavy general average, and sometimes in London as an ordinary occurrence. It is also a common practice for English merchants both here and abroad to deduct the value of jettisoned goods in the settlement of freight, and this is often expressly stipulated in charter parties.

22. Wesket on Insurance (page 141), says that in every case where a man gives away his goods for behoof of a plurality connected by a common interest, it is evident that his equitable claim for a recompense cannot exceed the loss he has sustained.

23. The great mistake in *Dickinson v. Jardine* is in holding that the insured value of the jettisoned goods ought to be recovered.

24. General average has no reference to policies of insurance effected by the shipowner, charterer, or merchants.

25. Benecke observes (Phillips's Stevens and Benecke, p. 228), that in case of arrival at a losing market, the proprietor has no cause to complain if, in consequence of the fall in the market price, he receives less than the first cost of the goods, for with the money received he may purchase goods of the same kind, and so place himself in the same situation in which he would have been had his goods not been jettisoned: (See Phillips's Stevens and Benecke, 229, 230; Stevens, 61.)

26. If a ton of coals, forming part of the cargo, or an anchor belonging to the ship, be jettisoned, it is the cost of replacing the ton of coals or the anchor, not its insured value under any contract with underwriters, that forms the subject of general average.

When the ship puts back to her loading port after such jettison, and the cargo is discharged and the average then and there adjusted, the merchant receives an indemnity for the jettison of his coals, and the shipowner for the jettison of his anchor, by receiving the cost of replacing them, and having liberty, at the general expense of all concerned, to put another ton of coals and another anchor on board.

If all the coals belonging to the merchant were jettisoned, the same principle seems to be justly applicable.

The ship then proceeds with an entire cargo, and on arrival at the port of destination, the full freight will be earned, and the profit, if any, will be realised.

If the freight was paid in advance at the loading port, and the coals insured and valued at a sum including cost, freight, and expected profit, the insurer could not equitably be made liable in such a case for a total loss of the insured value of the coals on the ship's return to her loading port, when the coals jettisoned are replaced, and the ship afterwards arrives in safety with the rest of her cargo in sound condition at the port of destination.

When the ship arrives at her port of destination after a jettison which has taken place near it, the cost of replacing the anchor and the coals may be considerably more than at the loading port, but that cost, and not the insured value, is the amount to be contributed for in general average.

27. In *Powell v. Gudgeon*, 5 Maule & Sel. 436, Campbell, afterwards C. J., said in argument, "As to jettison, it has never been considered as rendering the insurer liable for the value" (he speaks of the market value or cost of replacing, not the insured value) "of the goods thrown overboard, but only for general average. Of this opinion is Roccus in his *Treatise de Assecurationibus*, n. 62 (Park on Insurance, 7th edit. 212), and his opinion is agreeable to the laws of all the trading powers on the Continent as well as to those of England, and yet it is observable that jettison is one of the perils named in the policy."

28. If, because of the policy of insurance specifying the risk of jettisons, and on the authority of the dictum of Pothier in his *Treatise on Insurance*, cited by the court in *Dickinson v. Jardine*, it were held to be the law of England that the assured on an open policy on goods might claim from his underwriters first, the entire market value of the jettisoned goods to the extent of the sum insured, leaving the under-

writers to recover a proportion of that sum from the other contributors, and to bear their due proportion of the uninsured profit, where there is any, on the goods jettisoned; or if it were held that he might recover from his underwriters in like manner the market value of these goods, to the extent of the amount insured, which failed to be recovered in general average through the neglect of the captain or other agent of the assured, or through the insolvency of any of the contributors; the rule, though unsatisfactory and objectionable in its operation, and in some respects contrary to the maritime law of Europe, and the decisions in the United States, would justly limit the claim of the assured to an indemnity for his actual loss. Again, if the master of the ship recovers in general average the market value or cost of replacing jettisoned goods, and baratterously makes away with the amount received by him, the insurers of the goods might be fairly held liable for the loss of that amount to the extent of, or in proportion to, the sum insured.

But when the market value of the jettisoned goods is allowed to be recovered in general average from the contributors, or the insured value from the underwriters, at the option of the assured, according as it may be for his interest to recover it in one way or the other, the rule laid down appears to be contrary to every sound principle of law and equity.

The opinion of counsel is requested upon the liability of underwriters for loss of jettisoned goods with reference to the case of *Dickinson v. Jardine*.

OPINION.

Without venturing upon the bold statement that the decision of the Common Pleas laid before me is unsound, I am of opinion that it was arrived at upon an inaccurate knowledge of the American cases, that it is largely at variance with the doctrines laid down by the civilians, and with the laws and practice of the European countries and the United States, and, therefore, that upon the argument of a similar point in another court it would carry little weight as a precedent.

The principle which it establishes is that loss by jettison is a total loss, in respect of which the insured value is recoverable from the underwriters in the first instance.

Chief Justice Bovill delivered judgment to this effect, and he primarily based that judgment upon a passage in Phillips on Insurance (5th edit., vol. 2, s. 1348). That passage is really taken from *Magrath v. Church*, 1 Caines, 196, and if read correctly goes no further than that case justified. The passage runs, "It is not a condition that the assured on goods must first claim contribution of the other parties before he can demand indemnity from his underwriters," and the case shows that the indemnity which is here meant is indemnity for contribution only, and not for the insured value where it exceeds the contribution. Mr. Justice Kent, in giving judgment, held that the plaintiff was entitled to recover only the *totality of the contribution* due to him for the loss of the corn, namely, 909.61dols., whereas the jury upon the assumption that there was a total loss had assessed the damages at 1231.54dols.

In *Dickinson v. Jardine*, the judges unanimously held that where goods are jettisoned, they are totally lost, and Mr. Watkin Williams's only reported argument against this view was, that the loss was not total because a right to contribution remained. Thus neither the court nor counsel noticed the ancient principle that goods jettisoned are, in contemplation of law, still on board, and that, if recovered, they belong to the original owner. These principles were recognised by this same court, in *Fletcher v. Alexander*, L. Rep. 3 C. P. 375; for Mr. Justice M. Smith, in his judgment (at p. 383), quotes Arnould with approval to the effect that "The property sacrificed for the general benefit is regarded as though it had never been lost, but actually was a portion of the whole mass of property on which the contribution is assessed at the time the adjustment is made." This is a principle founded on the civil law, which says, that goods thrown overboard remain the property of the owner, and do not become the property of anyone finding them, because they cannot be considered as abandoned: (Dig. lib. 14, tit. 2, s. 8.) To the same effect is Emerigon (vol. 1, c. 12, s. 40.) And Javolenus regards goods jettisoned as only temporarily sent out of the ship: (Dig. l. 21, s. 2, de acq. poss.) And it must be recognised as a reasonable principle, because if the goods are replaced, and in substance and quality the cargo is such as the ship sailed with, it is really immaterial, for all practical purposes, whether the goods are the identical goods which were shipped or not. This appears to me to be supported by the analogous case of cargo sold to pay for the repair of the ship, and in *Powell v. Gudgeon*, 5 M. & S. 436, Mr. Justice Abbot doubted whether goods so sold could be regarded as lost to the owner. Holding, however, that there is a total loss, the Court of Common Pleas say, that directly the goods are jettisoned, the right accrues against the under-

writers. But it is a bare abstract right, not enforceable until the happening of that which may never happen. If the ship and cargo be lost after the goods have been thrown overboard for the general safety, the claim in respect of the jettison disappears, the loss of the jettisoned goods is then recoverable as a part of the total loss of the cargo, and no right of claim for jettison, therefore, actually exists until the safe arrival of the property liable to contribute.

Mr. Justice Willes, in his judgment, says that the underwriters must pay the amount claimed in the first instance, and will then be entitled to use the name of the assured to recover contribution. This is subrogation which takes place at the time of payment of the loss. The subrogation gives the underwriter a right to sue for the actual value of the goods at the port of adjustment, if not in excess of the amount insured, and consequently he cannot be called upon to pay more than the actual value to the assured. This principle is recognised by Baron Parke, in a case mentioned by Mr. Justice Willes, (*The Quebec Fire Insurance Company v. St. Louis*, 7 Moo. P. C. C. 316), who there interprets Pothier as laying it down, "that in the case of a general average the assured, after having indemnified the assured against the losses sustained for the common benefit ought to be subrogated to the rights of the assured to the contribution which in such case must be made." And Baron Parke, dealing as he was with fire insurance, remarked that the authorities are so consistent with justice and founded on so equitable a principle that he had no difficulty in adopting them. Upon the same point Serjt. Wilde argued, in another case cited by Mr. Justice Willes (*Yates v. Whyte*, 4 Bing. N. C. 272), "If the plaintiff recovered against the defendants, he would hold the sum recovered as trustee for the underwriters, since all he can claim against them is indemnity for actual loss."

But this assumes the soundness of the view taken by Mr. Justice Willes as to the direct and primary liability of the underwriters, against which there is a strong array of authority. Boulay Paty, at p. 6, vol. 2, says, that assurers never contribute directly to general average; that they are only held liable to reimburse the assured his contribution. So Roccus (cited in 1 Park on Insurance, 212), says, that if the assured recovers the price of the thing jettisoned, he cannot go against the assurers. And Park observes: "The opinion of this learned civilian is agreeable to the laws of all the trading powers of the Continent of Europe as well as of England." So also the German law bases the underwriter's liability upon the adjustment of the average, and clearly, therefore, postpones his liability until the contributors have had the opportunity of making contribution. In my opinion, in cases of general average, the amount insured which is made the basis of the direct liability of the underwriter is merely a limitation of liability similar to a penalty in a bond (*Stansforth v. Lyall*, Bing. 169), and the measure of damages is the cost of replacing the goods at the port of adjustment: (*Fletcher v. Alexander*, L. Rep. 3 C. P. 387.)

Further the court would appear not to have been aware of the absurdities resulting from their judgment, of which I here notice two only.

1. That an underwriter may be called upon to pay for goods jettisoned, although at the time they were thrown overboard they were damaged within the meaning of the memorandum of warranty by which as to certain kinds of goods the underwriter is exempted from particular average. A policy insuring against jettisons can only be considered a promise (*Foster v. Thackeray*, 1 T. R. 57, Lord Mansfield) to indemnify against actual loss, to prevent loss to the owner by the happening of the peril named by reinstating the cargo and presenting the adventure in its entirety at the port of destination. And in this view of course the underwriter could be held bound only to reinstate the cargo as it existed immediately before the jettison. If, as in *Tudor v. Macomber*, 14 Pick. 34, the cargo is greatly damaged before it is thrown overboard, and if such damage were within the memorandum of warranty free from particular average, the underwriter, according to *Dickinson v. Jardine*, must still pay the sound value represented by the amount insured. Or in other words, on a policy warranted free from particular average he must pay for particular average, simply because he has insured against the jettison which subsequently happens. This is directly against the ruling of Chief Justice Bovill in *Fletcher v. Alexander*, p. 383. Speaking of goods jettisoned, he says, "It may be that if they had not been thrown overboard, they would not in all probability have arrived at their destination in a sound or saleable state. In the latter case, what would be the loss of the person whose goods were thrown overboard? Clearly not the value of the goods in a sound state." This applies more strongly where it is not a question of probable damage, but where the damage was accomplished before the jettison. As between the owner and the contributors, the

damage would be taken into consideration and deducted from the loss, as stated by Mr. Justice M. Smith, in *Fletcher v. Alexander*, p. 387, and it is difficult to see why the underwriters should be deprived of a like equity. This applies in another way. Suppose the damage arose from causes against which the policy affords no protection, and to goods which would not be injured by being thrown into the sea. Upon payment of the claim the underwriter is entitled to salvage, and he would justly and reasonably expect to recover the goods damaged in no other way than by the action of the sea water, when the policy takes the risk of sea damage, yet by previous deterioration with which he had nothing to do the salvage might be extremely small. He would naturally say, "I did not insure damaged goods;" and he might fairly remonstrate against being asked to pay the insured value of sound goods for the jettisoned damaged goods.

2. A second absurdity is that where goods are jettisoned half a mile from the loading port, and the ship returns to that port, and they could be replaced for much less than the insured value, yet *Dickinson v. Jardine* says that the underwriter shall pay the total loss of the insured value, which may perhaps include freight advanced and merged in the value of the goods and profits to be earned by shipping other goods in lieu of them.

I concur that the logical principles set out in the latter part of the case laid before me are those which should guide and govern the decision of the court; and I am of opinion that the weight of authority in support of those principles is amply sufficient to induce a court of appeal not only to decide that the underwriter cannot be held liable for the insured value of jettisoned goods when that value exceeds the actual loss sustained, but to review favourably for the underwriter the question whether there is any direct and primary liability on his part for the total amount of the contribution towards the market value of jettisoned goods at the port of destination when it does not exceed the amount covered by the policy.

SAYINGS AND DOINGS OF THE COURTS.

[CONTRIBUTED BY THE REPORTERS OF THE SEVERAL COURTS.]

ROLLS COURT.

The past week has produced the following cases worthy of notice:

Smith v. Weguelin was a suit instituted by a Mr. Smith on behalf of himself and all other holders of bonds of the Peruvian Loan of 1862 against Messrs. Thomson, Bonar, and Co., the Republic of Peru, and a Peruvian company, called in the pleadings the Consignment Company. The bill prayed that all guano imported into Great Britain, &c., or thereafter to come into the power of Thomson, Bonar, and Co., as the agents of the Consignment Company, might be applied under the direction of the court, in accordance with the terms of the hypothecation thereof for the Peruvian Loan of 1862, and that the defendants might be restrained from applying the net proceeds of such guano otherwise than in the purchase of bonds at the market price. The loan of 1862, amounting to five and a half millions, was raised in London upon a special hypothecation of the net proceeds of all the guano that should be shipped to the United Kingdom and Belgium during the continuance of the loan, and 8l. per cent. on the sum borrowed was to be applied annually towards the extinction of the debt. This was to be effected by purchase at the market price, if below par, and by public drawings, if above par. It was alleged that on several occasions the Peruvian Government, instead of expending the money in the purchase of bonds in the open market, had cancelled at 83½ a number of bonds which they had received in exchange for bonds of the loan of 1865, the price of some of which was 83½, the quoted prices then ranging from 64 to 73½. The plaintiff contended that this proceeding injured him and the other bondholders of 1862, first, because the price of redemption being higher than the market price, fewer bonds were redeemed than ought to have been redeemed; and, secondly, because the bondholders were thus deprived of the benefit of the rise in the market price which would have taken place if the Peruvian Government had purchased bonds in the open market. The Republic of Peru did not appear. The case was argued very fully last term, and was now in the paper for judgment. His Lordship said that the contract which governed the question was clearly and unmistakably a foreign contract. It was in his opinion a complete misapprehension to suppose that, because a foreign Government negotiates a loan in a foreign country, it thereby introduces into that transaction all the peculiarities of the law belonging to that country in which the negotiation was made. The place where the loan was negotiated did not in the

least degree affect the question of law. But assume that it were otherwise, how could the court interfere? If it did attempt to interfere, it would fall into this dilemma: either it would simply make itself ridiculous in attempting what was impossible, or, if it could assume that the foreign Government was answerable and bound to pay, and then found property belonging to the foreign Government in this country, it might alter the relations between the two countries, and enable a bondholder, by the aid of the Court of Chancery, practically to declare war against a foreign country; for it was clear that if the Court of Chancery could seize all the guano belonging to the foreign Government, it might as well seize Peruvian vessels under the article which declares that all the other property and sources of revenue of the Republic should be applicable to payment of the loan. His Lordship was also of opinion that the plaintiff's case failed according to English law, inasmuch as none of the articles under which the loan was contracted gave the bondholders a right to regulate the management of the loan or the guano contract, and that it was not in their power under that contract to restrain the action of the Peruvian Government with relation to the price at which the bonds were taken. Even assuming that the court had jurisdiction, his Lordship was of opinion that on the merits the Peruvian Government were perfectly justified in doing what they had done. The terms of the contract entitled the Peruvian Government to buy where they pleased, and in any manner they thought fit; and provided that the proper number of original bonds were extinguished, it was wholly immaterial to the bondholders whether this was accomplished by payment of money or by the substitution of other bonds. In all respects he thought the plaintiff was wrong, and his bill must be dismissed with costs.

Re The Commercial Banking Corporation of India and the East, Wilson's case, was an adjourned summons. Certain shares in the company were in Sept. 1865 transferred to a Mr. Wilson, who was then in India. At the date of the transfer Wilson was under the age of twenty-one, having been born on the 27th Jan. 1846, and consequently not having attained his majority till the 27th Jan. 1867. On the 28th May 1866 an order was made for the compulsory winding-up of the company. In the following July the usual notice was given to Wilson of the appointment to settle the list of contributories, and he took out the present summons in April last, to have his name removed from the list of contributories, on the ground that he was an infant at the date of the transfer; in support of his application *Lumsden's case*, 19 L. T. Rep. N. S. 437; L. Rep. 4 Ch. App. 31, was relied upon. It appeared that in Aug. 1867 a summons, returnable in November following, was taken out for a call, and with respect to this call an appearance was entered for Wilson, in his Lordship's Chambers, by Messrs. Tucker and Few, who appeared at the same time for a large number of shareholders. It was contended on behalf of the official liquidator that by thus entering an appearance in the character of a shareholder, and not with a view to repudiate his liability, Wilson had acquiesced in the transfer after he had attained his majority, and that his name ought, therefore, to remain on the list of contributories. His Lordship said that Wilson's appearance in chambers by his solicitors was not a complete act of acquiescence. The same solicitors appeared for a large number of shareholders at the same time, and probably they were not aware of the fact that Wilson was an infant at the date of the transfer. His name must be removed from the list of contributories.

In Re The Constantinople and Alexandria Hotels Company (Limited), Finucane's case, was also an adjourned summons. Finucane applied in 1863 for fifty shares in the above company. The shares were allotted to him and registered in his name. He now sought to have his name removed from the list of contributories, on which he had been placed, the company having been ordered to be wound-up. He made the present application on the ground that he had received no notice that the shares had been allotted to him. The official liquidator proved that the letter of allotment, addressed to 117, Aldersgate-street, where Finucane carried on the business of a tobacconist, had been posted, and it was contended that such proof was, by the 63rd section of the Companies' Act 1862, proof of service. Finucane deposed that he had not received the letter of allotment, and explained its non-delivery by the circumstance that there are two houses in Aldersgate-street numbered 117, six or seven doors apart, one of which is the office of the City Press, where the letter might have been left. His Lordship said that he must hold that Finucane received no notice of the allotment of shares to him, and that his name must, therefore, be removed from the list of contributories.

Re The Commercial Banking Corporation of India and the East was a petition for the sanction of the court to a compromise between the creditors and contributories of the above company, such

compromise having been recently approved of by meetings held with his Lordship's approval. The principal terms of the compromise were that all questions raised by the committee of contributories should be abandoned on payment to the committee of 10,000l., out of funds unconnected with the assets of the corporation; that all pending applications to the court, and the suit instituted by the Commercial Bank of India, as well as all proceedings under the winding-up of that bank, should be stayed, and no further proceedings be taken, except such as might be necessary for the collection and distribution of the assets; and that the creditors should accept 17s. in the pound, to be paid within one month after the compromise was approved by the court. The great majority, both of creditors and contributories, approved of the compromise. A Mr. Gavine, a creditor for 3600l., opposed the petition in person. His Lordship said that when this matter first came before him in chambers he was amazed at the enormous amount of litigation to which it was likely to give rise. He had done everything in his power to assist the parties in arriving at a compromise, and was pleased to find that such a large majority had assented to it. Of 1100 creditors, there were only eight who dissented, and of 332 contributories only one dissented. He was sure that under the compromise the creditors would get the dividend within a reasonable time instead of waiting for a lifetime, and probably not being paid in full after all. There had been suggested some doubts as to the jurisdiction of the court to sanction such a compromise. He should consider the point, and not dispose of the case till the following morning. On the following morning his Lordship said that he was of opinion that he had power to sanction the compromise. The point had recently been decided by the Privy Council, in *Re The Financial Association*, on an appeal from the High Court of Judicature at Bombay. The 159th and 160th sections of the Companies Act 1862, under which he was asked to sanction this compromise, were substantially the same as the 174th section of the Indian Companies Act 1866, under which the Privy Council decided the question.

Pouton v. Hawkins was an administration suit which now came on for further consideration. The testator by his will gave certain leaseholds to certain persons for life, and then to Sarah Pouton, and after her decease to the heirs of her body. On behalf of the five children of Sarah Pouton (who had died) it was contended that this was not an absolute gift of the leaseholds to Sarah Pouton, but that it came within the decision of Wood, V.C. in *Re Jeaffreson's Trusts*, L. Rep. 2 Eq. 276, where the testator gave the residue of his estate, consisting wholly of personalty, to trustees upon trust for a Mrs. Looby for life, and after her decease upon trust for the benefit of the heirs of her body in such proportions as she might appoint, and it was held that the objects of the power were such of the statutory next of kin of Mrs. Looby as were descended from her. In the present case there were no words expressly giving Sarah Pouton a life estate, and his Lordship was disinclined to follow *Re Jeaffreson's Trusts* unless the words in the will were precisely similar; but as Sarah Pouton's husband was dead, he would make a declaration that the five children were entitled to the leaseholds in equal shares, and it would not be necessary to decide whether Sarah Pouton took a life estate, or an absolute interest in the property.

Jelley v. Taylor was a suit instituted by one of the children of a testator against the execution of the will for the administration of the estate, and also praying that the defendants might be compelled to pay the difference between what the plaintiff considered the actual value of certain leasehold houses, which one of the executors had purchased, and the price which he had paid for the same. The testator, by his will, bequeathed thirteen leasehold houses, at Woolwich, to his executors (his son-in-law, Taylor, and his son Fred. Jelley) upon trust to sell and to divide the proceeds equally among his seven children, one of whom, the plaintiff, was to have only a life interest in his share. The testator had expressed a wish that the houses should not be sold to strangers, but should be divided among his children. The family agreed to carry out the testator's wish, and Taylor, as husband of one of the daughters, took ten of the houses, at a price fixed by the other executor, with the assistance of a person who had taken out a valuer's licence for the management of his own property, but who was not a professional valuer. The plaintiff then got a regular valuer to value these houses, who considered them worth 306l. more than the price paid by Taylor. The plaintiff accordingly filed the present bill. Before the answer was put in, Taylor offered the plaintiff 100l. in satisfaction of his claim, but the offer was refused. His Lordship said that the plaintiff's complaint was not that Taylor, being a trustee, had sold to himself, but that the price given by him was less than the actual value of the houses. A suit to set aside the sale was the usual proceeding under such circumstances, but he had never met with a suit like the present, asking the court

to go into the question of the value of the property at the time when it was sold, and to decree payment of the difference between the price paid and the actual value. The question was especially difficult at a place like Woolwich, where property was fluctuating in value. The amount at stake in the present case was very trifling, viz., a life interest in 45*l*. Taylor had made a fair offer to the plaintiff, and he had refused to accept it. The bill must be dismissed in so far as it related to the sale, with costs up to the hearing. He would make the usual administration decree if the plaintiff thought it worth while to take it, but the costs would be specially reserved.

In *Re The Swansea Zinc Company*, a petition was presented for the voluntary winding-up of the company under the supervision of the court. It was stated by Mr. Higgins, who appeared in support of the petition, that a provisional liquidator had already been appointed in chambers. The petition was opposed by certain creditors who asked for the usual compulsory order; they stated that it was intended still to carry on the business of the company, and objected to that course. His Lordship said that he was not in favour of the business of companies being carried on under the supervision of the court. He strongly disapproved of the appointment in chambers of a provisional liquidator, and never allowed his chief clerk to do so. There must be the usual compulsory order.

V. C. MALINS' COURT.

Several cases have occurred since the last notice which specially deserve to be mentioned. The first was *Inglis v. Cave*, in which the subject-matter of the suit, although only 16*l*. 11*s*., involved a question arising under the rules of the Guardian Provident Benefit Building Society. It appeared that George Inglis, the plaintiff's father, an hydraulic engineer, purchased of the secretary of the society a right of advance to two shares, one of the objects of the society being to advance money on mortgage. He then transferred his right in the shares to his daughter (the plaintiff), and she applied to borrow 250*l*., her father having granted her an underlease in certain houses, which lease was to form the security. The society gave three months' notice that the money was ready, but by reason of some dissatisfaction on their part as to the security, the mortgage was not completed for some time. Meanwhile under the rules the plaintiff had commenced repaying the advance, and the 16*l*. 11*s*. in question had been paid by weekly payments of 12*s*. per week, the rate of repayment being fixed at 10*l*. per cent. annum. The question then arose when the repayment properly commenced, the society contending that it commenced immediately, the plaintiff only from the date of the security. Ultimately an action of ejectment was brought, and the bill filed to restrain it. The Vice-Chancellor considered that both parties were wrong in beginning and continuing the litigation, although the plaintiff was right in her contention, and dismissed the bill without costs.

The next case was *Hill v. Royds*, which involved a most important question as to the practice of bankers. The facts were very simple: Messrs. Kershaw and Sons, wool dealers, at Rochdale, employed Royds and Co. as their bankers at Rochdale, and for many years had been in the habit of accepting bills, and at the same time depositing sufficient to meet them with an advice note; but the practice of the bankers had been, whether they were in funds on Messrs. Kershaw's account or not, to direct their London agents, Messrs. Jones Lloyd, and Co. (now represented by the London and Westminster Bank), to honour the bills, which had always been done. In 1867 they accepted a bill for 738*l*. drawn by the plaintiffs, Messrs. Hill and Warren, who carried on the same business, and that would fall due on the 8th August. On the 7th Mr. Kershaw, being dangerously ill, sent Mr. Crossley, his manager, to Manchester, to collect money, and he, having got some 600*l*., applied to the plaintiffs for the balance to save the bill from being dishonoured, and paid in the 600*l*., and 150*l*. advanced by the plaintiffs, in all 7*l*. more than sufficient. At that time Mr. Kershaw's account was 5000*l*. overdrawn, and the bankers having received the 750*l*. with the usual advice note, and saying nothing at the time, determined not to place it to meet the bill, but against the 5000*l*., and Kershaw having died next morning, and the plaintiffs having had to pay the bill which was dishonoured, filed this bill seeking to make the defendants trustees of the 738*l*. for the plaintiffs. The Vice-Chancellor said that his opinion was wholly with the plaintiffs on the merits, but the technical question was too strong; that there was no privity, no contract between the plaintiffs and the bankers, neither the acceptor nor his representatives being parties to the suit, and the bill must be dismissed.

A case immediately followed of *Lewis v. Matthews*, raising the short question whether an executor to whom a legacy was left "for his trouble

in the execution of the trusts," was entitled to it, being abroad and having done nothing but execute a power of attorney, upon which circumstances rendered it necessary to act, so far as proving went. He then died, and his representative claimed the legacy, which was 210*l*., on the ground that the execution of the power was a sufficient act to constitute a person an executor so as to entitle him to anything which he could take as such. On the other hand the party to whom the power was sent, and who had meantime taken out letters of administration, rendering the power so far unnecessary, insisted that probate was necessary, as the gift was *virtute officii*, to which it was answered that many acts might be done before probate, in which view the Vice-Chancellor concurred, and observed, moreover, that the plaintiff himself and the residuary legatees, by treating the plaintiff as representative under the power, had concluded themselves from objecting that the other executor did not take the legacy. Ordinarily speaking, no doubt probate was essential to constitute a person executor, but as many acts might be done before probate, there was altogether sufficient to entitle the executor to the legacy.

The next case was *Shuter v. Hill*, in which a question of domicile arose. A young lady had married a Frenchman, and they had been separated according to French law; the effect of which was, according to the opinion of an avoué, that she was thereby rendered capable of acquiring a fresh domicile, having, of course, been a domiciled Frenchwoman by her marriage. She then for four years travelled in different countries of Europe with her mother, returned to this country and resided with her mother for eight years until her death, and never having had a home of her own, the question was whether her domicile of origin (which was English) revived. The Vice-Chancellor held that it did.

A case of *Robson v. Dodds* then came on before the court, involving a most important question of practice, namely, whether the court would at once, without plea, answer, or demurrer being put in take a bill off the file upon proof of its not being in fact the bill of the plaintiff. The facts upon which the motion was founded were that the suit being one of two, raising the question whether a benefit building society, at Newcastle-on-Tyne, had power to borrow money. Certain editorial comments appeared in a local paper, which were made the subject of a motion to commit for contempt of court, which was noticed in our last impression, and the order to commit was made. On notice of motion being given, notice of the present motion was also given. The comments in question related to William Lockey Harle, who had been solicitor to another society of a similar kind, but had ceased to be so in January, in consequence, as it was stated by the Vice-Chancellor in his judgment, of a quarrel. A few days after such discharge of Mr. Harle, the plaintiff, who was husband to the laundress who cleaned Mr. Harle's offices, and was a journeyman joiner, purchased two shares in the society, the subject of the suit, for 2*l*. 0*s*. 3*d*., and filed the bill in April following. It was in evidence that Harle had openly spoken of his antagonism to the first defendant and another, and told the secretary that he might tell the directors. Upon this, it was argued that the suit was not *bona fide*, was the suit of Harle, as was almost avowed, and the plaintiff was unable to pay costs, and was evidently under some indemnity. On the other hand, it was insisted by the plaintiff that poverty or motives could not be gone into, if there was no evidence of indemnity, which there was not, however small the plaintiff's interest, and in *Seaton v. Grant* this court had refused such a motion on that very ground, Lord Cairns enumerating four grounds. The Vice-Chancellor was satisfied, however, that this was the suit of Harle, instituted from motives of vengeance, and that there was enough to draw the inference that the plaintiff was a mere puppet, tool, and cat paw, not *bona fide* suing for his own benefit, but indemnified by Harle, and acceded to the motion with costs, expressing a conviction that if the real facts in *Forest v. The Manchester and Sheffield Railway Company* had been presented to Lord Westbury, and such a motion as this made, his Lordship would have taken the bill off the file.

Another case almost as important occupied the court more than one day, on the question whether an annuity given by will to a person for life who predeceased the tenant for life, and which was to cease in case of bankruptcy or alienation, which did not happen, was a vested or contingent interest. This was *Power v. Hayne*, and the case chiefly observed upon, as being almost in *pari materia*, was *Day v. Day*, where Vice-Chancellor Kindersley had decided that it was vested. After elaborate arguments, the Vice-Chancellor acknowledging that *Day v. Day* was precisely in point, and expressing the greatest respect for the learned judge who decided it, refused to follow it, and held the annuity contingent, and that, on the terms of the will, it sunk into the residue. In the case before the court the words were "for his support," and there were

other expressions which the Vice-Chancellor considered showed a clear intention of personal enjoyment.

Another part heard case then concluded, which was of great public interest, namely, the matter of the *Cork and Youghal Railway Company*, on a claim by the old firm of Overend, Gurney, and Co., and the Hamburg Bank, as holders of bonds to a very large amount issued by the company to Mr. David Leopold Lewis, deceased, who had been a director and a shareholder, and when the company had expended the whole of its capital, and entirely exhausted its borrowing powers, had advanced the money represented by the bonds, which money had been applied to pay contractor, landowners, the company's officers, for rolling-stock, interest, &c. This crisis occurring when the railway was unfinished, a meeting was held of which notice was given as special, and to consider matters of finance, and a resolution passed under which the bonds were issued, which were negotiated and got into the hands of the present claimants. The cases mainly relied upon in support of the claim were: *The German Mining Company*, and *Troop's and Hoare's cases*, and against it, *Chambers v. The Manchester and Milford, &c., Railway Company*. The case was elaborately argued, and the Vice-Chancellor referred in detail to the authorities, and was of opinion that the claims must be allowed. This company was wound up by a special Act of Parliament, which recited that it might be unable to pay its debts, and gave a power, under which it has been sold, and the purchase-money was in court; and the 12th section declared that it should be subject to all the rights, equities, claims, and demands of creditors, bondholders, &c., and be applied accordingly. The Vice-Chancellor was of opinion that after the meeting and resolution, of which the shareholders were quite aware, it was impossible for them, after standing by and having the benefit of the money being actually expended, enabling the sale of the railway, to turn round and claim possession of the proceeds against the creditor. It was decided at law, it was true, that there was no remedy, but there was in equity.

The last case which may be mentioned was *Leung v. Reed*, which came on upon demurrer to a bill raising the important question whether a benefit building society, having by its 18th rule an unlimited power to borrow money, and having under that rule borrowed upwards of 66,000*l*., that rule was legal. The plaintiff had, in January last, purchased one share, the society having been formed in 1851. It was urged in support of the demurrer that the statutes gave power to such societies to make what rules they pleased, and the certificate of Mr. Tidd Pratt was conclusive. This was denied, and cases were cited to show that it was only conclusive as to matters within the barrister's jurisdiction. The Vice-Chancellor was of opinion that it could not be said that such an unlimited power was legal, and that no relief could be given on the bill, and therefore the demurrer must be overruled, but the costs reserved until the hearing.

COURT OF QUEEN'S BENCH.

In the case of *Taylor v. The Peninsular and Oriental Steam Navigation Company*, which was tried before the Lord Chief Justice, at the sittings after last Easter Term, the plaintiff, Major Taylor, of the Madras army, recovered a verdict of 3750*l*. against the defendants, as compensation for an accident sustained by him whilst on board one of their vessels named the *Pera*. It appeared that Major Taylor being about to return to India by the steam packet in question, went on board at Southampton the day before the day of sailing to inspect his cabin; and on inquiry for it, and being directed to it, he went along the saloon, and fell down the bullion hatch, which was open in the floor, and sustained severe injury. The defence was that the plaintiff contributed to the accident by his own negligence, and there was conflicting evidence upon this point, and the jury, after long deliberation, returned a verdict for the plaintiff as above. Upon a motion for a rule nisi for a new trial, upon the ground that the verdict was against the weight of evidence, the court refused to grant it, upon the ground that the case having been properly left to the jury, and the facts being peculiarly for their consideration, the verdict was not open to be fairly questioned.

In the case of *Reg. v. the Overseers of Alrescomb Devon*, an application was made for a rule for *mandamus* commanding the overseers to give notice of a vestry meeting to make out a list of persons qualified to serve as constables of the parish. By the 5 & 6 Vict. c. 109, s. 2, justice are, within the first seven days of February, to issue a precept to the overseers of each parish within the division, requiring them to make out and return before the 24th March a list in writing of a competent number of men within the respective parishes qualified and liable to serve as constables, and by the 3rd section the overseers

of every parish, upon receipt of such precept, are to summon a meeting of the inhabitants in vestry, to be held within fourteen days of the receipt of such precept, and the vestry at such meeting are to make out a list in writing of such number as shall be named in the precept of men residing within their parish who shall be qualified and liable to serve as constables, with the christian name and surname &c., of each. It appeared that the justices of the Honiton division in which the above parish is situate having in due course issued their precept, the overseers and inhabitants declined to make any nomination upon the ground, that as the constabulary of the county is now amply provided for by the County Police Acts it was unnecessary to appoint parish constables. It was now contended that this was an erroneous view, for that the 5 & 6 Vict. c. 109 is still in force, and that the present case comes within the decision in *Reg. v. The Inhabitants of North Brierly*, 27 L. J. 275, M. C. The court being of this opinion granted a rule nisi.

In *Reg. v. Valentine* an attempt was made to remove into this court a small case of assault which has been sent by a metropolitan police magistrate to the Central Criminal Court for trial. It appeared that the defendant, who is a French gentleman who has resided for many years in this country, was acquainted with the prosecutor, M. Cassell, and that many years ago, when both were in France, a cause of quarrel had arisen between them. A short time since the defendant having met the prosecutor at Woolwich, he assaulted him by striking him twice. For this he was summoned before the police magistrate; when there the defendant admitted having struck the complainant, not for the purpose of doing him any bodily harm, but to obtain from him that satisfaction which, under similar circumstances, no French gentleman would decline to give; he at the same time expressed his regret that by such conduct he had offended against the English law. The magistrate thought proper to send the case for trial at the Central Criminal Court. A motion was now made on behalf of the defendant for a rule for a *certiorari* to remove the indictment when found into this court, upon the ground that under the peculiar circumstances of the case it would be desirable that it should be tried by a special jury, and to avoid the indignity of a trial at the Central Criminal Court, the case being one which the magistrate might very well have dealt with in some summary manner. The Lord Chief Justice, however, thought that no ground had been established for granting the rule, for that it was evident the only reason for the defendant's desiring the removal of the indictment was his dislike to submitting to the indignity of being tried at the Central Criminal Court, to recognise which as a reason would be to make a distinction between the cases of gentlemen and poor men.

The case of *Reg. v. Burrows* was another of those frequently recurring cases in which justices have been required to stay further inquiry where the defendant has *bona fide* set up a claim of right. It appeared that Mr. Burrows had taken a cottage on the borders of the lake of Ulswater for the purpose of fishing, that the occupier of the cottage had for a long series of years exercised the right of fishing in the lake which was navigable. When before the justices, upon an information for unlawfully angling, he set up a right to fish both as one of the public and as having a private right. But upon being asked in which right he claimed, he replied as one of the public. The justices convicted him, and upon the case coming before the Queen's Bench upon a motion to quash the conviction, it was contended that the justices were right in convicting, for though the claim of right was *bona fide* made, yet as it was a right of the public to fish, not in a tidal river, but in a private water, it was one which could not be supported in law. The court, however, were of opinion that it was not for the justices to decide so important a question, and so deprive the defendant of his power to take the opinion of the Superior Courts upon it, they therefore made the rule absolute to quash the conviction.

In *Bull v. O'Sullivan*, a verdict had been recovered against the defendant on a cheque which was given the day before it bore date. It was objected at the trial that being a post-dated cheque it was in effect a bill of exchange, and as it did not bear a stamp of the amount which a bill of exchange for the sum in question would require, it was inadmissible in evidence; and leave to move the court on this point to enter a nonsuit was reserved to the defendant. Mr. Benjamin, on the 27th of last month, moved in pursuance of the leave reserved, and obtained a rule nisi.

In *Donaldson v. Pell*, which came before the court on the same day, Mr. Murphy obtained a rule nisi calling on the defendant to show cause why he should not pay to the executors of Donaldson the amount ordered to be paid to him on an award by the defendant. The peculiarity of the case consisted in this: that before the award was made to pay to Donaldson the sum in question, Donaldson died, but the executors could not prove

that the defendant knew the fact of his death. A strange difficulty thus arose, for the death of either party usually operates as a revocation of a submission to arbitration, and the matter has to begin all over again. The court said they saw considerable difficulties in the way of the present application, but granted the rule nisi.

Hathway v. Griffiths was an appeal (by way of rule for a new trial) from a decision of the County Court judge of Bristol, and raised the question whether the property in certain bills of exchange indorsed to and deposited with a bank by one of its customers on the agreement that he should draw against them, passed to the bank, and on its bankruptcy to its assignees; or whether the property in the bills remained in the customer. The County Court judge held that the property in the bills passed to the bank. Mr. Pinder argued in support of the judgment appealed against; Mr. Gilmore Evans *contra*. The court (consisting of Lord Chief Justice Cockburn and Justices Mellor, Lush, and Hayes) discharged the rule for a new trial, and held that the property in the bills did pass to the bank, on the ground that the customer paid in the bills to the bank not merely on the expectation that the banker would honour his cheques to the amount of the bills, but on the express agreement that the banker would give him credit to that amount; and there was evidence adduced before the County Court judge that the parties had treated the bills as if the property in them had passed to the bank.

Bradshaw v. James, a special case, which came on for argument on the 28th May, raised an important question as to what amounts to an election on the part of a bankrupt's assignees to continue the tenancy of a farm held by him up to the time of his bankruptcy. The bankrupt held two farms, one from the 29th Sept.; the other from the 29th March. He was adjudicated a bankrupt on the 13th July 1866, and the defendant were appointed creditors' assignees, and took possession of the two farms in the middle of the quarter, between June and Sept. 1866. By the Bankruptcy Act 1849, sect. 145, in the event of the bankruptcy of any person entitled to any lease, or agreement for a lease, his assignees may elect to accept or to decline the same, and the lessor is empowered to oblige them to exercise this option, if they do not do so when required; if they accept the lease or agreement, the bankrupt is discharged from all future liability in respect of the rent and covenants. By the 31st section of the Act of 1861 the assignees are empowered to keep possession of the premises up to some quarter or half yearly day, on which rent is made payable by the lease or agreement, such day not being more than six months from the adjudication of bankruptcy, and upon such day to decline such lease or agreement. The assignees in the present case intended to give up the farms to the landlord, and expressed their willingness to do so, but some disputes arose between them as to arrears of rent and the right to certain growing crops. The assignees would not agree to certain demands made by the landlord, and would not allow him, or any one on his behalf, to come upon the premises to cultivate the farms, and did not abandon possession to him till March 1867. In consequence of this the present action was brought against them for dilapidations as well as arrears of rent. Mr. Edlin, for the landlord, argued that the conduct of the assignees in keeping the landlord out of possession, and preventing the cultivation of the farms, must be taken to amount to an election on their part to continue the tenancy of the bankrupt. Mr. Lopes, for the assignees, contended that having regard to the original offer to give up the farms, and the disputes which subsequently arose and led to the delay in giving up possession, the assignees could not be said to have, by their acts, "unequivocally" elected to take the farms, and, therefore, that they were not liable in the action. The court (consisting of Chief Justice Cockburn, and Justices Blackburn, Mellor, and Lush) held that the assignees must, under the circumstances, and especially on account of their conduct in preventing the landlord coming in and cultivating the land, be held to have elected to continue the tenancy of the bankrupt, and, therefore, that they were liable both for the rent and for the dilapidations.

In *Birch v. The Vestry of Marylebone*, which was argued on the same day, the vestry of Marylebone had given the plaintiff notice to treat for the purchase of her house, but afterwards refused to issue their warrant for the purpose of having its value assessed in the manner provided by statute. The plaintiff brought this action against them, and claimed a peremptory *mandamus* to compel them to issue the warrant. The defendants demurred to the declaration, and also pleaded that the plaintiff had not, within twenty days from the giving of the notice to treat, nor within a reasonable time from that date, given particulars of her estate and interest. The plaintiff demurred to the plea, and both demurrers were argued together, Mr. J. Horne Payne arguing

on behalf of the plaintiff, Mr. Keane, Q. C., on behalf of the defendants. By the 57 Geo. 3, c. xxix., s. 82, it is provided that if any body or bodies politic, corporate, or collegiate, or any other person or persons seised or possessed of, or interested in, any house, &c., within the metropolis, shall refuse to treat or agree, or shall not agree, &c., with the commissioners or trustees, or other persons having the control of the pavements of any streets or public places in any parochial or other district within the jurisdiction of this Act, &c., then and in every such case it shall be lawful for the said commissioners or trustees, or other persons as aforesaid, "and they are hereby required" to issue a warrant or warrants, precept or precepts, directed to the sheriff or sheriffs, or bailiff, or other proper officer of the city, borough, or county wherein the premises shall respectively lie or be, who is to impanel a jury to assess the value of the house or land intended to be taken. The powers given to the commissioners or trustees mentioned in this Act are by a subsequent Act transferred to the vestries. In support of the demurrer to the declaration it was argued that the declaration should have averred (1) that the plaintiff's house or a part of it had been adjudged by the vestry "to project into, obstruct, or prevent them from altering, turning, widening, extending, lengthening, continuing, or opening" the streets within the parochial district; and (2) "that the possession, occupation, and purchase of such house" was "necessary for that purpose," as sect. 80 of 57 Geo. 3, c. xxix., provided only that in such a case it should be lawful for the commissioners or trustees (now the vestry) to take the house or land of any person; and it was contended that if the vestry, having given notice to treat for the purchase of any house, afterwards found out that it was unnecessary to take it for the purpose originally intended they should not be held bound by the notice to treat which they had given. The court were of opinion that it was sufficient for the plaintiff to allege in the declaration that she had received from the vestry a notice to treat, a fact which presupposes the existence of such a state of things as justified the vestry in giving it, and that they were consequently bound by their notice. The court, however, guarded itself from being understood to lay it down that if the notice to treat for the purchase of a particular house or piece of land had been given under a completely mistaken view as to its necessity, the vestry could not set up that as a defence by way of plea. As to the other ground of defence, viz., that the plaintiff had not given particulars of her estate or interest, the court was already of opinion that the statute imposed no duty on her to give such particulars, and consequently that the plea was bad.

In *Dawkins v. Lord Frederick Paulet*, which came before the court on Tuesday last, a very important question relating to privileged communications was presented for decision. It was a demurrer to the replication to the defendant's plea. The action was for an alleged libel on the plaintiff, contained in a letter to the Commander-in-Chief of the army, written by the defendant, who is a Major-General of the brigade in which the plaintiff was colonel of one of the regiments. The letter spoke of the plaintiff's having surreptitiously assumed command, after having been suspended from it, and also of his having shown such a want of judgment, tact, and temper as unfitted him to be intrusted with the responsibility and charge of a command. The defendant pleaded in substance, that it was his duty, as the superior officer of the plaintiff, to forward letters sent to him relating to the military conduct, duties, and qualifications of the officers under his command, and to make reports on the subjects of such letters; that he received from the plaintiff a letter of this kind, which, in performance of his duty, he forwarded, and, in so doing, made certain reports in writing in relation to the said letter, and as to the plaintiff's conduct in the field, and his unfitness for command, such occasion being the proper occasion, according to the discipline and regulations in force in the army, for the defendant to make such reports. The plaintiff replied to this plea that the words complained of were written maliciously and without reasonable or probable cause, and not *bona fide* or in the discharge of his duty. To this replication the defendant demurred. The Attorney-General (with whom were the Solicitor-General, Mr. Dowdeswell, Q. C., and Mr. Archibald) argued in support of the demurrer, and contended that such a report as was made by the defendant with respect to the plaintiff was, even though malicious, a privileged communication, and therefore that an action could not be maintained in respect of it; that the principle of law which exempted judges and counsel, as well as jurors and witnesses, applied to such a case as that of the defendant; that the plaintiff had a remedy provided by the articles of war; that it was necessary on grounds of public policy that such actions should not be allowed; and many cases were cited in support of the argument. Mr. S. Hill, Q. C. (with him Mr. Holl), on behalf of the plaintiff, contended that where a report, such

as that made by the defendant, is made maliciously and without reasonable and probable cause, as on the argument of the demurrer, this must be taken to have been, the plaintiff should not be deprived of the remedy open to all other persons injured in the civil courts of the kingdom; that the articles of war provided no sufficient remedy for the injury done to the plaintiff's character; and that none of the reported cases have gone the length of exempting from liability for such a malicious libel as the defendant must be taken to have written. The court during the argument expressed a strong opinion against the action lying, but reserved their judgment on the very important question argued.

Portilla v. Carr, argued on the same day, was an action against the Chief Justice of Sierra Leone for an alleged illegal condemnation of a Spanish vessel on the ground of her being engaged in the slave trade. The main ground on which it was attempted to show that the condemnation was illegal, was that the adjudication had not been made within the time specified by the treaty made between England and Spain in 1836. By one of the clauses of that treaty it is provided, "that the final sentence shall not in any case be delayed beyond the period of two months, whether on account of the absence of witnesses or for any other cause except upon the application of any of the parties interested, but in that case, upon such party giving satisfactory security that they will take upon themselves the expense and risk of the delay, the courts may, at their discretion, grant an additional delay not exceeding four months." In this case, the vessel having been taken into the port of Sierra Leone, an application was made to the court, which sat to adjudicate upon it, for leave to file further affidavits, which was granted; whereupon the plaintiff, the owner of the vessel, asked for additional time for the same purpose, which was also granted. The time which the court thus allowed the plaintiff, and of which he availed himself, went a day or two beyond the two months prescribed by the treaty, and the question was whether, under these circumstances, the adjudication of the vessel to be a slaver and her condemnation were not illegal. Mr. Macnamara argued on behalf of the plaintiff. The Attorney-General, with Mr. Archibald, appeared for the defendant. The court, without calling on the counsel for the defendant, were of opinion that the plaintiff having been himself the cause of the delay which occurred, he could not now be heard to complain of it, and that this action against the defendant must therefore fail.

COURT OF EXCHEQUER.

In this court on Tuesday, the 25th May, the arguments in the very important fishery case of *The Mayor and Corporation and Citizens of Carlisle v. Graham and others* were resumed. It was an action of trespass by the corporation against the defendants for breaking and entering the several fishery of the plaintiffs in the river Eden, a tidal river, in which the water of the sea flowed and reflowed, and which was therefore an arm of the sea, and in which the plaintiffs claimed an immemorial prescriptive right of exclusive fishery. The defendants by their pleas set up a right as lessees of Lord Lonsdale, in whom, and not in the plaintiffs, they alleged the right of fishing in the water in question. At the trial, before Mr. Justice Lush and a special jury, at Carlisle Spring Assizes in 1868, a verdict was entered for the defendants, and leave was reserved to the plaintiffs to move to set it aside and enter it for the plaintiffs for 40s. damage, and a rule to that effect was obtained in Easter Term 1868, accordingly, by Mr. Temple, Q.C., on the part of the plaintiffs. The facts were extremely complicated, and the documentary evidence on which the whole case rested, and which went back to so remote a period as the fifth year of Henry III., was most voluminous. It appeared that in that year there existed a several fishery in the river Eden, which was then vested in the Crown, who leased it at that period to the corporation of Carlisle. In the twentieth year of King Edward I. a *quo warranto* was issued, which resulted in a decision that the fishery was in the Crown; and in the ninth year of King Edward II. a re-grant of the fishery was made to the corporation, which grant was confirmed by Edward III., and was again confirmed in the first year of Edward IV., as a reward to the citizens of Carlisle for their courage and loyalty at the siege of the town by Prince Henry. By that grant a "frith net" fishery was granted to them, which was afterwards enjoyed by them under the more modern title of a "freeboat" fishery. From 1597 to 1651 the plaintiffs enjoyed this fishery. In 1692 a lease was granted by the corporation to the King's Fishery or King Garth Fishery to a lessee whom the defendants now represented in title, under Lord Lonsdale, and at the same time also, there was a lease by them of their "freeboat" fishery, thus showing that the corporation were, at that period, the owners of the several fisheries. By gradual alterations of nature, or, as

was alleged on the part of the defendants, by the acts and proceedings of the corporation themselves, the course of the river was changed from its previous and original course; and about 1690 it flowed partly down a goit and partly in its old course, thus flowing in two courses. The King Garth Fishery thus became more difficult to fish, in consequence of the diversion of the water from it. Disputes then arose in consequence of the alteration of the course of the stream, between the corporation and Lord Lowther, the lord of the manor of the barony of Brough, the latter objecting to the corporation landing fish and nets upon his land belonging to the barony, but ultimately an arrangement was come to between them, and the corporation obtained leave from his Lordship to erect a weir across the goit, which would drive the fish up the stream; and in 1693 a deed was executed by which, in consideration of a payment of 5l. per annum by the corporation to Lord Lowther and his successors for ever, the former were to have the privilege of setting up nets and landing fish on any part of Lord Lowther's lands in the barony of Brough, the better, as the plaintiffs alleged, to enable the corporation to fish the "King Garth" fishery—their right to the "freeboat" fishery not being for a moment then questioned. In 1723 the plaintiffs took leases from Lord Lonsdale of all his fisheries by name in the Eden, which fisheries did not include the "King Garth" or "freeboat" fisheries; and from 1727 to 1744 the corporation subleased these fisheries and also their "King Garth" and "freeboat" fisheries. In 1800 disputes arose as to the plaintiffs' rights of fishing, and a bill in Chancery was filed to quiet them in their possession of their fisheries of the "King Garth," "freeboat," and the "Goate," but no answer was put in to the bill. In 1763 the corporation were leasing their own fisheries, and also those rented of Lord Lonsdale. In 1805 the troubles of the corporation began, and a Chancery suit was instituted, which eventually resulted in the present action at common law, in which the right of the plaintiffs to the several fisheries, of which the defendants are in possession, is denied. The ground of the plaintiff's rule was, that on the documents and the evidence, the plaintiffs were entitled to the verdict. The main and important question was, whether or not, when a river, in which a person had a right of several fishery, changed its course, by the gradual operation of nature, and flowed through different lands and other manors from those it originally flowed through, the right of fishery followed the altered and substituted course of the river, into and through such new lands and manors. A second question was whether there had been a prescriptive title gained by user of the fishery; and, thirdly, whether trespass or ejectment was the proper form of action. Mr. Manisty, Q.C., Mr. Jones, Q.C., and Mr. R. G. Williams, for the defendant, resumed and concluded their arguments in showing cause against the above rule, contending, 1st. That in the case of a private individual grant by the owner of a right of fishing in a river flowing through manor A., cannot give a right of fishing in the same river in manor B., and so the right, by the change of the river, was lost; 2nd. That if the plaintiffs ever had the right they claim, they had forfeited it by non-user for more than sixty years, there being overwhelming evidence of abandonment on their part; and, 3rd. That as the defendants were in possession, ejectment would have been the proper form of action, or, if trespass were the proper form, yet, taking the fishery to be a corporeal hereditament, the plaintiffs were barred by the 3 & 4 Will 4, c. 37, not having brought their action within twenty years from 1805. Mr. Mellish, Q.C., and Mr. Kemplay, for the plaintiffs, supported their rule, and, as to the last mentioned point, said that the *Duke of Somerset v. Frogwell*, in Barn. & Cress., was a direct decision. First, that such a right was an incorporeal hereditament, and secondly, though it was a legal anomaly, that trespass would lie, though ejectment would not. They urged that the change of the course of the river did not destroy the right of fishery in it; and that if it did, the public would lose their right of fishing in a navigable river altogether. Such a right followed the water wherever it went, and not the soil. An immense number of authorities, ancient and modern, were cited on both sides; and, at the rising of the court, the further hearing of the case was adjourned to the next day, at the conclusion of which the Lord Chief Baron announced that the question was one of the greatest importance, and therefore that the court would take time to consider their judgment.

On Friday, the 28th May, the Court of Exchequer was occupied with the discussion of a point which, in slightly various forms, has frequently been the subject of argument before the courts. The case in which it arose was that of *Holt v. The North Eastern Railway Company*, and the question was under what circumstances and to what persons the owner of premises is responsible for injuries arising from the defective repair

and insecure state of his premises. The facts of the present case were as follows:—It appeared that the plaintiff had ordered some coals to be sent to him to a station on the defendant's railway. The usual practice at that station was to unload coals arriving there by tipping the contents of the waggons through open spaces between the rails, called cells, into the carts of the consignees, which stood in the roadway beneath the siding to which the waggons came for the purpose. It appeared that there being only the station-master and one porter at the station, the habitual practice had been for the consignees or their servants to assist in "tipping" the coals: for this purpose they had to go upon a flagway running alongside the siding. On the occasion in question the plaintiff having heard that his waggon load of coals had arrived, went to the station and saw the station-master, who told him that all the cells being at present occupied, he must wait for his coals till some lime had been removed. The plaintiff being urgently in want of some coal for his thrashing machine, said he should go and take a portion of the coals from the waggons. The station-master neither gave him permission to go nor prohibited him from going. The plaintiff went upon the flagway and climbed up on the waggon and took out a portion of the coal. In getting down he stepped on the flagway, and one of the flags being in an insecure condition, gave way, and plaintiff was precipitated into the cell and sustained the injury for which he now sought to recover. It was contended for the plaintiff that being on the defendant's premises on business, and it being the general practice for consignees of coal to go on the flagway to assist in unloading, there was a duty imposed on the defendants to keep it in a reasonably secure state. It was contended, on the other hand, for the defendants, that the plaintiff was not on the premises in the performance of any contract between him and defendants, inasmuch as the defendants were not bound to deliver except in the usual way, but went there only for his own private purposes and convenience. The obligation of the defendants must be limited at the utmost to persons going upon the premises to unload the coals according to the usual practice of "tipping." The court were of opinion that the plaintiff was entitled to recover. Baron Bramwell expressed some doubt whether the persons going on the premises to assist in unloading coals were more than mere licensees, but on the whole he thought that the effect of the continued acquiescence of the defendants in a practice which was for their own benefit as well as that of the consignees of the coal, was to operate as an invitation to such persons to come on the premises. That being so, he thought that such invitation could not be construed as confined to the practice of "tipping," merely because that was the mode of unloading that was usually most convenient, the mode which the plaintiff adopted imposing no greater responsibility on the company. Baron Cleasby appeared to be of opinion that the plaintiff could not be a mere volunteer or licensee, inasmuch as he was on the company's premises in the way of business. The plaintiff was therefore held entitled to recover.

In the case of *Freeman v. The North-Eastern Railway Company*, the question was raised whether various articles of female wearing apparel, either made of or containing any admixture of silk which formed part of a passenger's luggage, were within the Carriers Act. The plaintiff's counsel argued that the Act was intended to apply only to silks as articles of merchandise; but the court held that the case was concluded by authority, and gave judgment for the defendants.

On Monday, the 31st, a case of some importance was argued, arising out of the recent strike by the cab proprietors against the privileged cabs. The name of the case was *Case v. Storey*, and the question was on a case stated by a metropolitan magistrate. The appellant was a cab proprietor, and a member of the cab strike committee. He had gone to the Great Northern Station, and hailed the cab of which respondent was driver. The respondent refused to take him. The Hackney Carriage Acts compel a cabman standing or plying for hire in a public street or place, to take any person demanding his services. The magistrate dismissed the summons, being of opinion that the station, being the private property of the railway company, the Hackney Cab Acts did not apply. The court now confirmed that decision. Chief Baron Kelly said that, in his opinion, the standing or plying for hire, to be within the Acts, must be where any one of the public could hire the cab. In this case, the railway station, being private, only passengers had any business on the company's premises, and, therefore, the cabman was not liable to be hired by any one of the public, and the Act did not apply. The railway station was not a place within the meaning of the Act. Baron Bramwell expressed a similar opinion. He said that it had been argued by the appellant's counsel that if the magistrate were right, the public were at the cabman's mercy, because the statutory rate of

charges, by similar reasoning, did not apply to cabs at railway stations. The learned judge very much doubted that proposition. It may be that you could not compel a cabman at a railway station to take you; but if he once consented, and was hired, the statutory rate of charges would apply. The decision of the magistrates was therefore affirmed.

In the case of *Goldwin v. Stone*, a point of some interest and importance arose with reference to the position of the sheriff when process has been issued upon a judgment, and the judgment debtor having executed a deed, produces the certificate of registration for his protection. It will be remembered that in the earlier cases it was held that the only deed of which the certificate of registration afforded any protection to the debtor or excuse for non-execution of the process to the sheriff was a deed valid within the 192nd section of the Bankruptcy Act 1861. It has been since decided that whether the deed be valid or not in certain cases, the sheriff must be protected, inasmuch as he cannot know of the circumstances upon which its validity or invalidity depends, as for instance, whether a sufficient majority of creditors have assented or not. And it would be a monstrous hardship and injustice that where he could not be acquainted with the fact that the deed was invalid he should be bound to act at his peril in electing to execute or not to execute the process. A class of cases has, however, arisen in which this doctrine has been held not to apply, namely, those cases in which it has been alleged that the sheriff had notice of circumstances which rendered the certificate of registration no protection, as for instance where the liability arose subsequently to the date of the deed, and the sheriff had notice of the date of its accrual. In the present case the action was against the sheriff for not arresting a judgment-creditor upon a *capias ad satisfaciendum*. The plea relied upon the certificate of the registration of a bankruptcy deed as a justification to the sheriff for not arresting. The replication alleged that the deed in question contained a release, and was therefore pleadable in bar to the original action in which the judgment was obtained, and had not been so pleaded, and that the sheriff had notice of this. In order to appreciate the gist of the replication, it is necessary to advert to the decisions which have taken place with respect to the effect of not pleading a deed which is in its nature pleadable. For some time there was considerable diversity of opinion, especially in the Court of Exchequer on this subject, some of the judges holding that if the defendant failed to plead the deed he was estopped from setting it up later, and therefore could not obtain his release from custody under the 198th section. Others, of whom the Chief Baron was one, thought the language of the 198th section was positive, and could not be qualified in any such manner as suggested. This point must now be considered settled in accordance with the first-mentioned opinion, and the only question was how this affected the sheriff. It was suggested that he could not be affected by anything in the nature of an estoppel by the laches of the debtor, and under the circumstances was not bound to arrest. The court were, however, of opinion that it being now settled that the deed if pleadable must be pleaded and could not be taken advantage of at a later stage, they were bound by the cases which decide that when the sheriff has notice of the circumstances which render the deed no protection he cannot excuse himself for non-execution of process. Chief Baron Kelly said that, notwithstanding the cases by which he felt bound, if he had to decide this unfettered by authority he should still be disposed to hold that the replication was bad. It seemed to him altogether unreasonable that the sheriff who had no knowledge of the contents of the deed, and no immediate means of obtaining knowledge, should be bound to act upon the process, merely because it was alleged to him by an interested party that the deed was of such a character as not to afford protection to the debtor under the Act. This was really making him act at his peril, taking the chance whether the fact alleged turned out true or not. This the learned Chief Baron thought was a position in which no public officer ought to be placed. The proper remedy for the judgment creditors was to apply to the Court of Bankruptcy for leave to issue execution.

BREAKFAST—EPPS'S COCOA—GRATEFUL AND COMFORTING.—The very agreeable character of this preparation has rendered it a general favourite. The *Civil Service Gazette* remarks:—"The singular success which Mr. Epps attained by his homoeopathic preparation of cocoa has never been surpassed by any experimentalist. By a thorough knowledge of the natural laws which govern the operations of digestion and nutrition, and by a careful application of the fine properties of well-selected cocoa, Mr. Epps has provided our breakfast tables with a delicately flavoured beverage which may save us many heavy doctors' bills." Made simply with boiling water or milk. Sold by the Trade only in 4lb. 1lb., and 1lb. tin-lined packets, labelled "JAMES EPPS and Co., Homoeopathic Chemists, London."

ELECTION LAW.

THE TAXATION OF COSTS.

The Court of Common Pleas in Ireland have been called upon in two cases to decide whether or not they have jurisdiction to review the master's taxation of costs. The decision is that they have. Monahan, C. J., said: "We entertain no doubt that, according to the true construction of the Act of Parliament, we have ample jurisdiction to review the taxation of the master, he being the officer of the court, and we having under the Act the same jurisdiction and authorities with reference to an election petition and the proceedings thereon, as if the same were an ordinary cause within our jurisdiction. We have no doubt that if the master has, in the taxation of the costs, violated any principle, or gone wrong in something not mere matter of detail, we have authority to set it right."

A second point decided was that in accordance with sect. 41 of 31 & 32 Vict., c. 125 the costs should be taxed as costs between attorney and client in the High Court of Chancery, which was held to mean the Court of Chancery in Ireland, if the matter pertained to that country. This latter view hardly finds favour with our Irish contemporary who covets for Irish attorneys the schedule of the English court.

A further matter discussed by the Court of Common Pleas was what is conveyed in the order of costs made by the Judge who tries the petition? This being a matter which may soon come before our own court, we will here give the remarks of the Chief Justice. He says:—"With respect to the three motions of which the master has given the costs to the petitioner in the *Drogheda* case, the first was the motion by the petitioner to change the venue—that motion was refused, and the respondents asked for the costs of opposing the motion. We refused to give them, and all the members of the court have a perfect recollection of what our intention was at the time; but, irrespective of that, we think that the proper tribunal to determine as to those costs was the court before whom the motion was made, and not the rota Judge, and that, we not having thought proper to give those costs to the petitioner, he is not entitled to them as part of the general costs in the cause. With respect to the motion for leave to exhibit interrogatories, we think also that the master should not have taxed those costs without having an order of the court before him, giving those costs. We think that the order of the rota judge, who tried the petition, gave the costs of the petition, and of the trial thereof, and proceedings consequent thereon, &c., but did not include the costs of interlocutory motions such as these. The same rule applies to the motion for particulars. These three items must, therefore, be struck out, and the residue of the bill retaxed on the principle we have mentioned; and the master must satisfy himself as to such other questions as may arise in the progress of the taxation, as to what should be charged for attendances, fees to counsel, and other details. What he should allow is, what would be allowed in the Court of Chancery here, when one party is ordered to pay the other party's costs, as between solicitor and client."

THE PARLIAMENTARY ELECTIONS ACT 1868.

The following is the *true* Scale of Costs allowed under the Act:—

RESPONDENT'S COSTS UNDER THE ELECTION PETITIONS ACT 1868 (31 & 32 VICT. C. 125); PETITION ABANDONED AFTER SECURITY LODGED, BUT BEFORE NOTICE OF TRIAL.

Michaelmas Vacation 1868.

	£	s.	d.
Dec.—Instructions to oppose petition	1	1	0
Drawing authority to act as agent for respondent, and copy	0	0	0
Attending respondent for his signature there-to	0	6	8
Attendance filing same	0	3	4
Paid	0	2	0
Retainer to Mr. H., Q.C.	2	4	6
Attending him	0	6	8
Perusing petition	1	1	0
Attending to search for and perusing recognizances when I found they had been acknowledged before a justice of the peace, instead of a master or judge, and paid search	0	7	2
16th.—Summons to show cause why the recognizance should not be declared insufficient, copy and service	0	5	0
Drawing notice of objection to recognizance	0	6	8
Fee to counsel to settle	1	3	6
Attending him	0	6	8
Fair copy notice, as settled	0	2	0

	£	s.	d.
Attendance serving same	0	3	4
Copy, for the master	0	2	0
Notice of attending summons by counsel	0	4	0
Instructions to counsel to attend in support of summons	0	6	8
Fee to him	2	4	6
Attending him	0	6	8
17th.—Attending summons: order made, and the petitioners also ordered to pay 1000l. into Bank of England	0	13	4
Paid fee for counsel	0	5	0
Paid for order	0	2	0
Copy and service	0	5	0
Close copy	0	1	0
19th.—Attendance at the Common Pleas Office to ascertain if any agent had been nominated on behalf of the petitioners pursuant to the statute, and paid	0	7	2
30th.—Summons for particulars of alleged bribery, &c., copy and service	0	5	0
31st.—Attending summons: order made	0	13	4
Paid	0	5	0
Copy and service	0	5	0
Close copy	0	2	0
Term fee	1	6	0

Hilary Term, 1869.

Having telegram from agent that petitioners had served summons to amend petition by striking out all allegations against the mayor, and that he proposed to object to alteration, on the ground that the statute contained no power, and requested me to forward instructions by telegram, preparing telegram to him in reply, and attending to transmit	0	6	8
Paid	0	2	0
Jan. 15th.—Attending petitioners' summons for leave to strike out certain parts of the petition; order made	0	13	4
Preparing telegram, and attendance instructing same to be forwarded to Shrewsbury	0	3	4
Paid	0	1	6
16th.—Close copy order to amend	0	2	0
Attending petitioners' agent on his amending petition	0	6	8
Close copy petition as amended	0	3	4
24th.—Close copy notice of petitioners' intention to withdraw	0	4	0
26th.—Attending Mr. C., petitioners' solicitor, pointing out that notice was informal	0	6	8
March 6th.—Attending petitioners' summons for liberty to withdraw petition, same adjourned	0	6	8
8th.—Attending adjourned summons before judge, when appointment made for hearing same on 22nd instant	0	6	8
Attending Mr. F. (the respondent) in long conference, and ultimately taking instructions for affidavit	0	6	8
Drawing same, and copy	0	6	8
Attending Mr. F. to be sworn	0	6	8
Paid oath	0	1	0
Copy for other side	0	2	0
Perusing affidavits filed on behalf of petitioners, and attending respondent conferring thereon	0	6	8
Drawing affidavit of Mr. C., respondent's election agent, of no collusion, and copy	0	6	8
Attending to be sworn	0	6	8
Paid Commissioner	0	1	6
Copy for petitioners	0	2	0
Paid filing affidavit	0	2	0
22nd.—Attending adjourned summons, when order made	0	13	4
Close copy order	0	2	0

Easter Term, 1869.

Drawing bills of costs and copy, and copy for petitioners' agents	2	0	0
Attending for appointment to tax	0	3	4
Copy and service	0	5	0
Attending taxing	1	1	0
Paid	1	0	0
Letters &c.	1	1	0
Term fee	1	6	8

RESPONDENT'S COSTS OF THE TRIAL OF AN ELECTION PETITION UNDER 31 & 32 VICT. C. 125, FOR ALLEGED BRIBERY, TREATING, AND UNDUE INFLUENCE.

1869.

April 2nd.—Attending Mr. N. (the sitting member) taking instructions to defend	2	2	0
Perusing petition and attending Mr. N. to the Rule Office on his giving notice of agent to defend	0	6	8
Drawing and copy notice	0	5	0
Paid stamp	0	2	0
Instructions for summons for particulars of persons bribed and treated, and places and times of treating, and list of persons unduly influenced	0	6	8
Drawing same	0	5	0
Paid stamp	0	2	0
Copy and service	0	4	6
Attending same; order made	0	13	4
Paid for same	0	5	0
Copy and service	0	4	6
Copy, and writing to the country therewith	0	2	6
Paid messenger	0	1	0
5th.—Attendance at Crown Office searching for date of receipt of return, found it was 20th November	0	6	8
Paid search	0	1	0
8th.—Attending to retain Mr. P., Q.C.	0	6	8
Paid retainer	1	3	6
Attending to retain Mr. H.	0	6	8
Paid retainer	1	3	6
Perusing list of persons alleged to have been bribed (28 folios)	0	13	4
The like of persons alleged to have been treated	0	13	4
The like of places and times of treating	0	6	8
The like of persons alleged to have been unduly influenced	0	6	8

Apr 10th.—Journey to H., attending persons alleged to have been bribed and treated; 25 witnesses examined ...	5 5 0
Paid railway fare and cab-hire, and expenses ...	1 14 6
12th.—Instructions for brief ...	10 10 0
Drawing same, 25 brief sheets ...	8 6 8
Two fair copies for counsel ...	8 6 8
Attending Mr. P., Q. C., with brief ...	2 2 0
Paid fee to him and clerk ...	110 0 0
Attending Mr. H. with brief ...	2 2 0
Paid fee to him and clerk ...	55 0 0
13th.—Journey to H., attending court, case for petitioner opened by Mr. G. ...	5 5 0
14th.—The like attendance ...	5 5 0
Attending Mr. P., Q. C., with refresher ...	0 13 4
Paid same ...	27 10 0
Attending Mr. H. with refresher ...	0 13 4
Paid same ...	16 10 0
15th.—Attending Mr. P., appointing consultation ...	0 6 8
Paid him ...	2 9 6
Attending Mr. H. for like purpose ...	0 6 8
Paid him ...	1 3 6
Attending consultation ...	0 13 4
Fair copy list of committee for counsel (10 folios) ...	0 3 4
Attending court; petitioners' case concluded, and Mr. B.'s (the other sitting member) defence begun ...	5 5 0
Attending Mr. P., Q. C., with refresher ...	0 13 4
Paid same ...	27 10 0
Attending Mr. H. with refresher ...	0 13 4
Paid same ...	16 10 0
16th.—Attending Mr. P. to appoint consultation ...	0 6 8
Paid his fee ...	2 9 6
Attending Mr. H. ...	0 6 8
Paid fee ...	1 3 6
Attending consultation ...	0 13 4
Attending court; defence of Mr. B. and Mr. N. concluded ...	5 5 0
Attending Mr. P. with refresher ...	0 13 4
Paid same ...	27 10 0
Attending Mr. H. with refresher ...	0 13 4
Paid same ...	16 10 0
Attending court, both members seated, and petitioners to pay costs ...	5 5 0
Attending Mr. P. with refresher ...	0 13 4
Paid same ...	27 10 0
Attending Mr. H. with refresher ...	0 13 4
Paid same ...	16 10 0
Paid railway and cab fares and expenses ...	6 7 8
19th.—Writing to Mr. J. B. for account of expenses incurred by him at H. ...	0 3 6
20th.—Answering his letter thereon ...	0 3 6
21st.—Writing to Mr. B. as to his expenses ...	0 3 6
Writing to Mr. B. acknowledging receipt ...	0 3 6
Paid for room, B. W. ...	3 3 0
Paid for attendance, A. T. ...	1 5 6
The like, G. S. ...	0 12 6
The like, G. S. ...	0 12 6
Drawing bill of costs and copy (15 folios) ...	0 15 0
Copy for taxation ...	0 5 0
Attendance for appointment to tax ...	0 6 8
Copy and service ...	0 3 4
Drawing and ingrossing affidavit of increase (4 folios) ...	0 5 8
Paid for oath and filing ...	0 3 0
Attending to tax ...	2 2 0
Paid stamps ...	0 7 6
Copy and service of allocatur ...	0 6 8
Term fee, letters, &c. ...	1 6 8

COSTS OF THE RETURNING OFFICER.

Michaelmas Term 1868.

Dec. 12th.—Attending the mayor of the borough of S, on his informing me he had received official instructions from the Master of the Court of Common Pleas under the Parliamentary Elections Act to give public notice of the petition which had now been filed against the return of J. F., Esq., as member to serve in Parliament for the said borough, and also complaining of the conduct of the mayor as returning officer, conferring at very great length, and taking instructions to act on his behalf ...	1 1 0
Drawing notice of petition (fol. 6), and copy for printer ...	0 8 0
Attending the mayor on his signing same ...	0 6 8
Attending printer, instructing him to print same ...	0 6 8
Collating proof and attending printer therewith, instructing him to print fifty posting bills ...	0 6 8
Paid printer ...	0 13 0
Attending bill-poster, instructing him to post and distribute bills through the borough ...	0 6 8
Paid him ...	0 3 6
Attending the mayor on his bringing me notice he had received from the master as to giving public notice of the agents empowered to act on behalf of the respondent, and conferring and taking his instructions thereon ...	0 6 8
Drawing notice ...	0 5 0
Four copies for printer ...	0 6 0
Attending printer, instructing him to print same ...	0 6 8
Collating proof, and afterwards attending printer, instructing him to print twenty-five posting bills ...	0 6 8
Paid printer ...	0 6 0
Attending bill-poster, instructing him to post and distribute bills through the borough ...	0 6 8
Paid him ...	0 2 6
Dec. 17th.—Attending the mayor and returning officer this day in long conference as to the allegations against him and his deputies contained in the petition, and taking instructions to fully investigate the facts, and see his deputies and ascertain from them whether there was any truth in the statement of the petitioners that they had refused to record votes for Mr. C., the unsuccessful candidate at the elec. ...	1 1 0
Term fee ...	1 6 8

Hilary Term 1869.

Jan. 15th.—Attending petitioners' summons for leave to strike out certain parts of the petition; order made ...	0 13 4
Close copy order ...	0 2 0
Attending the mayor, conferring thereon, and taking instructions to give public notice thereof ...	0 6 8
Drawing notice accordingly ...	0 5 0
Four fair copies ...	0 8 0
Attending bill-poster, instructing him to post same on the Town Hall ...	0 6 8
Paid him ...	0 2 6
Attending the mayor on his bringing me notice that he received from the master to the effect that petitioners intended to withdraw same, and taking instructions to give public notice of same ...	0 6 8
Drawing notice accordingly ...	0 5 0
Four fair copies for printer and newspapers ...	0 8 0
Attending the printer, instructing him to print same ...	0 6 8
Collating proof and afterwards attending printer, instructing him to print fifty posting bills ...	0 6 8
Paid printer ...	0 9 6
Attending bill-poster, instructing him to post and distribute bills through the borough ...	0 6 8
Paid him ...	0 3 6
March 6th.—Attending summons for liberty to withdraw petition; same adjourned ...	0 6 8
8th.—Attending adjourned summons before judge, when appointment made for hearing same on the 22nd instant ...	0 6 8
22nd.—Attending adjourned summons, when order made ...	0 13 4
Term fee ...	1 6 8

Easter Term, 1869.

Drawing bill of costs and copy, and copy for petitioners' agent ...	1 4 0
Attendance for appointment to tax ...	0 3 4
Copy and service ...	0 5 0
Attended taxing ...	1 1 0
Paid ...	0 12 0

THE petition against the return of Lord Hyde for Brecon is appointed to be tried before Mr. Justice Willes on the 17th inst.

NORWICH ELECTION PETITION.—A memorial was sent to Mr. Baron Martin, showing that the trial of the Norwich Election petition was held "out of the city of Norwich, to wit, in the county of Norfolk, in the Shire-hall there." The memorialists submit that the trial was illegal, and pray Baron Martin so to report to the Speaker of the House of Commons, or to obtain the opinion of the full court as to the legality of the trial. To this memorial Baron Martin has returned the annexed reply, addressed to Mr. Collins of Norwich: "Mayo, Londonderry, May 23. Dear Sir,—Your letter of the 20th inst. with the memorial enclosed was forwarded to me here. The matter of trying the Norwich petition at the Shire-hall was well considered, and was perfectly legal both in substance and form. I cannot, therefore, comply with the prayer of the petition. I propose to be in London on Tuesday next.—Yours very truly, SAMUEL MARTIN."

LEGISLATION AND JURISPRUDENCE.

HOUSE OF COMMONS.

THE BRENTFORD MAGISTRATES' SENTENCE ON CHILDREN.

MR. BOWRING asked the Secretary of State for the Home Department how far there was any truth in the statement contained in the daily papers to the effect that two infants, aged respectively five and six years, had been convicted and sentenced by the Brentford magistrates to a fine of 2s. each, or in default to seven days' imprisonment, for breaking down and stealing three small pieces of fencing at Twickenham.—MR. BRUCE said he believed the statement contained in the question of his hon. friend was quite accurate. He had received an official communication on the subject, from which it appeared that portions of a paling had been pulled down, and the police having been set to watch, these children were seen taking away part of the paling. The magistrates had no doubt whatever the children were sent there by their parents, and the fines were inflicted in the presence of the parents, without the slightest intention on the part of the magistrates to send the children to prison.

LEGAL STATISTICS.

MR. NEWDEGATE moved for a return of the number of the actions, bills, plaints, or informations commenced, prosecuted, or filed in the name of Her Majesty's Attorney-General or Solicitor-General in England and Wales, or Her Majesty's Advocate in Scotland, under the provisions of the Acts 39 Geo. 3, c. 79; 57 Geo. 3, c. 19; and 9 & 10 Vict. c. 33, since the passing of the last-mentioned Act, giving the character or a short description of each such bill, plaint, or information. The motion was agreed to.

ELECTION COMMISSIONERS (EXPENSES) BILL.

On the order of the day for going into committee on this Bill, MR. STAVELEY HILL recognised the necessity of providing some new machinery for re-

covering the expenses of the election commissioners from the county or the borough under the Act of last year. But he thought that the plan now proposed was in some respects open to objection. It was hard that a rate should be levied upon a division of a county not affected by a commission. Under the clause relating to boroughs, the expenses of a commission for Bewdley would fall upon the whole parish of Kidderminster, four-fifths of which was an independent borough. In such a case it would seem proper that the expenses should be charged upon the Consolidated Fund; but, at all events, the innocent parishes ought to escape.—MR. SCLATER-BOTH thought a whole county ought not to pay for a commission affecting only one division.—MR. AYTON said it was no use discussing the Act of last session, and the other points raised were matters to be discussed in committee. All he had undertaken to do by the Bill was to supplement the Act of last session by making the arrangements necessary to give effect to it.—MR. SCLATER-BOTH said the Bill had only been delivered during the recess, and read a second time that morning at one o'clock. He therefore moved that the chairman do report progress.—MR. AYTON did not offer any opposition to the motion, and progress was accordingly reported, and the House resumed.

COUNTY CORONERS BILL.

This Bill passed through committee *pro forma*.

EVIDENCE AMENDMENT BILL.

This Bill was read a third time.

OXFORD UNIVERSITY STATUTES.

On the motion of Mr. HARDY, leave was given to bring in a Bill to remove doubts as to the validity of certain statutes passed by the Convocation of the University of Oxford.

COMPANIES CLAUSES ACT (1863) AMENDMENT BILL.

On the motion of Mr. GOLDNEY, leave was given to bring in a Bill to amend the Companies Clauses Act (1863).

COUNTY FINANCIAL ARRANGEMENTS.

MR. READ asked the Under-Secretary of State for the Home Department upon what calculation he founded the statement he made on introducing his Bill on County Financial Arrangements, that under the proposed Bill the number of representative ratepayers in quarter sessions would be only "one to five" of the county magistrates.—MR. KNATCHBULL-HUGHESSEN said that on the 2nd March he moved for a return of the number of parishes in each Poor Law Union in England and Wales. Applying the schedule of the Bill to that return, he was enabled to state with tolerable accuracy the number of elective members which would be sent to the financial board in each county. He had next ascertained from the clerks of the peace of each county the number of magistrates on the roll. The result appeared to be that there would be one elected member to every five magistrates on the roll; but he had not meant to convey to the House that such would be the proportion actually on the board. If, for instance, there were 250 magistrates on the roll, it would not at all follow that anything like that number would attend at the sessions.

COSTS OF PROSECUTIONS.

MR. W. HUNT asked the Chancellor of the Exchequer whether it would not be desirable to put an end to the system of examining the items of the costs of prosecutions in indiotable cases by Imperial officers previous to payment by the Treasury, and to substitute a payment to the local treasurers in respect of such costs of a commutation sum for each indiotable offence, either on a general average, or an average of classes of offences, on the same principle that has been adopted in the case of prosecutions under the Criminal Justice Act and Juvenile Offenders Act.—THE CHANCELLOR of the EXCHEQUER said he had referred that subject to the examiners of criminal accounts, and he was sorry to have to state that, on the best consideration he could give to it, he did not think he could comply with the suggestion of the right hon. gentleman. The right hon. gentleman thought they might take either a general average in those cases, or an average founded on particular classes of crimes. But as regarded the adoption of a general average, it so happened that the several committees differed not only in the amount of crime committed, but in the quality and atrocity of the crimes. For instance, in Essex the prosecutions cost on an average 8l. each; in Berkshire they cost 9l.; in Cheshire they cost 14l.; and in Lancashire they cost 23l. each. It would be impossible to make up a satisfactory average out of these figures, because no compensation could be given for the larger outlay in Lancashire as compared with Cheshire or Berkshire. Then, again, if an attempt were made to adopt an average based upon particular crimes, it would be found that those crimes differed materially in their accompanying circumstances, and that while one was of a perfectly simple character, another involved a

variety of more or less conflicting considerations, and could only be proved or disproved by a mass of circumstantial evidence. The expense of examining those accounts was 3500*l.* a year, and the work was, he believed, very satisfactorily performed. He should certainly be glad to save the country that outlay, but he did not see his way to the attainment of that object.

COUNTY COURTS BILL.

The order for second reading was discharged, and the Bill was withdrawn. The House adjourned at one o'clock.

ESTATE AND INVESTMENT JOURNAL.

STOCK AND SHARE MARKETS.

The Stock and Share Markets have been rather depressed, and prices have exhibited a further reaction. A slight improvement however took place on Wednesday, on a rumour of the intention of the Bank directors to reduce the rate of discount.

The following are the fluctuations of the week:

ENGLISH FUNDS.	Fri.	Sat.	Mon.	Tues.	Wed.	Thur.
Bank of England Stock	246	244	...	...	244	...
3 $\frac{1}{2}$ Cent. Red. Ann. ...	92	...	92 $\frac{1}{2}$	92 $\frac{1}{2}$	92 $\frac{1}{2}$	92 $\frac{1}{2}$
3 $\frac{1}{2}$ Cent. Cons. Ann. ...	93 $\frac{1}{2}$	93 $\frac{1}{2}$	93 $\frac{1}{2}$	94 $\frac{1}{2}$	92 $\frac{1}{2}$	92 $\frac{1}{2}$
New 2 $\frac{1}{2}$ Cent. Ann. ...	...	...	...	...	...	...
Do. do. Jan. 1894. ...	...	...	...	...	...	...
New 3 $\frac{1}{2}$ Cent. Ann. ...	...	92 $\frac{1}{2}$	92 $\frac{1}{2}$	92 $\frac{1}{2}$	92 $\frac{1}{2}$	92 $\frac{1}{2}$
5 $\frac{1}{2}$ Cent. Annuities ...	...	...	...	...	...	...
5 $\frac{1}{2}$ Cents. $\frac{1}{2}$ Jan. 1873	...	...	...	...	...	...
Ann. 30 years exp. ...	...	...	...	...	...	...
April 5, 1885 ...	...	...	...	...	...	...
Do. exp. Jan. 5, 1880 ...	...	...	...	...	...	...
Do. exp. July 1880 ...	...	114 $\frac{1}{2}$	...	...	...	...
Rail Sea Tele. Ann. 1908	...	...	...	...	...	...
Consols. for Acc. ...	93 $\frac{1}{2}$	93 $\frac{1}{2}$	93 $\frac{1}{2}$	92 $\frac{1}{2}$	92 $\frac{1}{2}$	92 $\frac{1}{2}$
India 5 $\frac{1}{2}$ Cent. for Acc. ...	...	...	...	...	...	...
Do. 5 $\frac{1}{2}$ Cents. July 1880	115 $\frac{1}{2}$	...	114 $\frac{1}{2}$	115	111 $\frac{1}{2}$	112 $\frac{1}{2}$
India Stock, July 1880 ...	...	...	...	...	...	...
India Stock, 1874 ...	...	...	212 $\frac{1}{2}$	212	...	...
India 5 $\frac{1}{2}$ Cent. ...	...	...	...	...	...	...
India 4 $\frac{1}{2}$ Cents. 1888 ...	100 $\frac{1}{2}$	...	100 $\frac{1}{2}$	100 $\frac{1}{2}$	100 $\frac{1}{2}$	101
India 5 $\frac{1}{2}$ Cent. 1870 ...	...	...	...	...	...	...
India Bonds (1000 <i>l.</i>) ...	...	...	...	...	...	...
Do. (under 1000 <i>l.</i>) ...	...	...	10 <i>s.</i> c	...	...	...
Ex. Bills, 1000 <i>l.</i> ...	a	a	b	...	...	...
Do. 500 <i>l.</i> ...	a	a	b	b	...	...
Do. 100 <i>l.</i> and 200 <i>l.</i> ...	...	...	...	...	...	...
3 $\frac{1}{2}$ c. ...	a	a	...	b	b	...

a Par. b $\frac{1}{2}$ and 2 $\frac{1}{2}$ per cent. 5*s.* dis. d Ex. div. e $\frac{1}{2}$ and 2 $\frac{1}{2}$ per cent.; March 2*s.* dis.; June 2*s.* dis.

PUBLIC COMPANIES.

RAILWAY COMPANY.

South-Eastern of Portugal (Limited).—Creditors must forward claims to Mr. John Ball, the official liquidator, by the 15th July, the 23rd July being appointed for their adjudication.

BANKS.

Anglo-Austrian.—A call of 2*l.* 10*s.* per share, or 25 florins, has been made payable on the 1st July next.

Bank of British North America.—A dividend at the rate of 6 per cent. per annum, and a bonus of 1 per cent.

English of Rio de Janeiro.—A dividend of 8*s.* per share, making 8 per cent. for the year.

London and Bombay Bank.—A call of 2*l.* per share is payable by the contributories on the 1st July.

London Chartered of Australia.—Dividend at the rate of 8 per cent. per annum.

FINANCE, CREDIT, AND DISCOUNT COMPANIES.
London and Australian Agency.—A Dividend at the rate of 10 per cent. per annum.

New Consolidated Discount (Limited).—A special meeting was held on Monday, when it was resolved to wind-up voluntarily, with the view of the assets and liabilities being taken over by the chairman, Mr. T. S. Richardson, who proposed to carry on the business as a private firm. The amount paid on each share is 4*l.*, which is to be returned to the proprietors as follows:—1*l.* upon signing the deed of assignment, and 1*l.* every two months afterwards, the whole being paid within six months.

ASSURANCE COMPANIES.

General Life and Fire.—The usual 6 per cent. dividend, free of income tax, declared.

Queen.—A dividend of 7 per cent. was declared, leaving a balance of 3133*l.*

MISCELLANEOUS COMPANIES.

Imperial Continental Gas.—A dividend of 3*l.* 10*s.* per share for the half-year declared.

Poole and Cherbourg Steam Packet (Limited).—Creditors are required to send the particulars of their claims to Mr. G. A. Cape, of the Old Jewry, the official liquidator, by the 5th of June, the 21st of that month having been appointed by the Master of the Rolls for adjudicating upon them.

REPORTS OF SALES.

[Note.—The reports of the Estate Exchange are officially supplied in the following lists. Auctioneers whose names are registered there will oblige by reports of their own sales.]

Monday, May 31.

By Mr. WHITTINGHAM, at the Mart.

Freehold building land, situate at Dulwich, Surrey, in 36 lots; lots 1 to 43 comprised in previous sales; lots 452 to 454 sold for 60*l.* each; lots 468 to 472 sold for 55*l.* each. Freehold cottage and garden, situate at Tooting, Surrey—sold for 110*l.* Freehold cottage and garden, situate at Tooting, Surrey—sold for 110*l.*

Tuesday, June 1.

By Messrs. FAREBROTHER, CLARK and Co., at the Mart.

The magnificent freehold domain of Ertou, with the lordship or manor, situate in the parish of Lyth, in the North Riding of Yorkshire, and comprising numerous farms, with farm buildings, and 600*ac.* or 2*sq.* of arable meadow, and woodland, and plantations, small holdings, nearly the whole of the villages of Ertou and Ertou Bridge, several inns and public houses, water corn mill, and stone quarries, also the south moor, extending over 5515*ac.* 2*p.* 3*p.* making the total quantity of the estate 12,480*ac.* 2*p.* 3*p.*—sold 55,100*l.*

By Mr. P. D. TUCKETT.

Freehold business premises, No. 53, Strand, annual value 220*l.*—sold for 5000*l.* Freehold residence, with stabling, and grounds containing about 2*ac.* 3*p.*—sold for 1000*l.*

By Mr. FRED. A. MULLETT.

Leasehold town residence, No. 5, Norfolk-crescent, Hyde-park, and stabling in the rear, annual value 260*l.*, term 95 $\frac{1}{2}$ years from 1840 at 6*l.* per annum—sold for 3000*l.*

Wednesday, June 2.

By Messrs. NORTON, TRIST, WATNEY, and Co., at the Mart.

Freehold and copyhold pleasure farm, situate at High Beech, Essex, comprising a residence known as Mame-goods, with stabling, pleasure grounds, farm cottage, buildings, and 17*ac.* 1*p.* of land—sold for 1700*l.* Copyhold cottage, with stabling and meadow, containing 3*ac.* 31*p.*, situate as above—sold for 270*l.* Freehold cottage and orchard, containing 0*ac.* 1*p.* 0*p.*, situate as above—sold for 200*l.* Copyhold 3*ac.* 1*p.* 2*p.* of arable land—sold for 2300*l.* Two full assignments in Epping Forest, extending over 5*ac.* 2*p.* 34*p.*—sold for 75*l.* Leasehold two houses and shops, Nos. 159 and 160, Oxford-street, producing 650*l.* per annum, term 36 years unexpired, at 230*l.* per annum—sold for 5000*l.* Leasehold house and premises, No. 1, Ryder-street, Duke-street, St. James's, let at 160*l.* per annum, term 27 years unexpired, at 60*l.* per annum—sold for 1000*l.*

By Messrs. GADSDEN, ELLIS, and SCORER.

Leasehold, two residences, known as Eagle Cottages, Bow-road, annual value 55*l.* and 45*l.* each, term 73 years from 1827, at 17*l.* 10*s.* per annum—sold for 600*l.* Copyhold 3*ac.* 1*p.* 2*p.* of arable land, 148, Whitechapel, let on lease at 70*l.* per annum—sold for 1100*l.*

By Messrs. CHINNOCK, GALSORTHY, and CHINNOCK.

Freehold, four houses and shops, Nos. 35 to 38, Cheyne-walk, Chelsea, and two plots of building land in the rear—sold for 7300*l.*

By Messrs. EDWIN FOX and BOUSFIELD.

Freehold premises, Nos. 44 and 45, Fenchurch-street, occupying an area of 3140*ft.*, let on lease at 600*l.* per annum—sold for 19,000*l.* Freehold plot of ground, situate at Chase-side, Enfield—sold for 650*l.* Leasehold residence, No. 9, Darlington-terrace, Paddington, let at 45*l.* per annum, term 99 years from 1859, at 27*l.* per annum—sold for 300*l.* Leasehold residence, No. 13, Darlington-terrace, let at 44*l.* per annum, term and ground-rent similar to above—sold for 350*l.* Freehold residence, known as Montpelier Villa, 14, Finchley-road, let at 90*l.* per annum—sold for 1300*l.* Leasehold house and shop, No. 16, Great James-street, Lisson-grove, let at 42*l.* per annum, term 22 $\frac{1}{2}$ years unexpired, at 6*l.* per annum—sold for 200*l.*

Tuesday, June 1.

By F. INMAN SHARP, at Garraway's.

Part of the permanent line or way of the Crystal Palace and South London Junction Railway Company for sale, pursuant to an order of the Court of Chancery, at the suit of Charles Stevens; the principal interest, and costs due by defendants were paid in full. Leasehold ground-rents of 37*l.* 6*s.*, Wilmer-gardens, with rack-rent of 400*l.* a year—sold for 200*l.* Lease, 12, Orchard-street, Portman-square; term 50 years; ground-rent 20*l.*—bought in at 1850*l.* Lease, Black Craig Consolidated Mines—sold by private contract. Leasehold premises, 102, Keeton's-road, Bermondsey—bought in at 500*l.* Numbers 41, 43, 45, and 47, Church-street, and 9, Lombard-street—bought in at 550*l.* Numbers 8, 9, and 10, Union-road, South Hackney—bought in at 200*l.* each. In Chancery.—Valuable building land, Wimbledon, in quarter-acre plots: Lot 1 sold for 135*l.*; lot 2 sold for 125*l.*; lot 3 sold for 125*l.*; lot 4 sold for 185*l.*; lot 5 sold for 300*l.*; lot 6, half an acre, sold for 500*l.*

SOLICITORS' JOURNAL.

NOTES OF NEW DECISIONS.

EQUITABLE PLEADINGS.—Declaration on bills of exchange drawn upon and accepted by H., and indorsed to plaintiffs by defendant for the purpose of defendant's becoming surety as such indorser for the payment of the bills by the acceptor; and on a guaranty under seal whereby the defendant made himself liable for the acceptances of H. to the said bills. Plea on equitable grounds, as to part of the amount claimed, that before the making of the bills there was an agreement between plaintiffs and H. for the sale and purchase of an estate, subject to a condition for reference to arbitration in case of dispute as to any matter connected with the sale; that a dispute arose, and, on a reference, the award was that plaintiffs should pay to H. a certain sum; that the bills sued on were made by plaintiffs, and accepted by H., for

and on account of the purchase-money of the estate, and for no other consideration, and that H. claimed to set-off the sum awarded against an equal part of the purchase-money. On demurrer, held, that the plea constituted a good equitable defence, so far as the sum to which it applied. For, on the state of the pleadings, it must be taken that, at the time of the award, the sum secured by the bills was all that remained due of the purchase-money; and this being so, the defendant might in equity, without bringing H. before the court, claim the benefit of the amount of compensation awarded, as a deduction from that sum. The rule that pleadings are to be taken most strongly against the party pleading is subject, both at law and in equity, to an exception as to the pleading of matters that are peculiarly within the knowledge of the opposite party. An equitable plea will only be valid where, on the averments it contains, coupled with those in the declaration, a court of equity would, on the application of the defendant against the plaintiff, without bringing other parties before the court, grant an injunction to restrain the plaintiff from suing out execution upon a judgment for the matter to which the plea applied: (*Murphy v. Glass*, 20 L. T. Rep. N. S. 461. Priv. Co.)

INVESTMENTS BY SOLICITOR TRUSTEE.—A solicitor trustees who sells out parts of the testator's estate and invests them upon mortgages of building properties and otherwise, in respect of which investments he was employed as solicitor by the mortgagors also, and made profits, will not be held liable to account for these profits to his *cestui que* trust, when he has made his charges against, and derived his profits from, the mortgagors, and not against or from the trust estate. And when some of such investments were upon securities not authorised by the will, the plaintiff could only have the remedies usually afforded by the practice of the court in cases of breach of trust: (*Whitney v. Smith*, 20 L. T. Rep. N. S. 468. LL. J.)

COSTS—TAXATION—THREE COUNSEL.—The counsel who had drawn the pleadings in a suit having been called within the bar before the hearing of the cause, a brief was given to him as well as to the leading counsel previously retained, and to a new junior. Held, that the costs of employing the three counsel ought, under the circumstances, to be allowed: (*Horsley v. Cox*, 20 L. T. Rep. N. S. 473. M. R.)

SUPPLEMENTAL BILL—AMENDMENT OF SUPPLEMENTAL BILL—COMMON ORDER TO AMEND—DISMISSAL OF ORIGINAL BILL—LANDS CLAUSES ACT, s. 92.—A bill filed to restrain the defendants from taking possession of a piece of land for the purpose of constructing their railway without also taking the whole of the land in question and the plaintiff's house, was dismissed at the hearing; but before the cause had come on, the plaintiff had filed a supplemental bill, alleging that the magistrate who appointed the "practical surveyor" was a shareholder in the company, and was therefore disqualified from acting. The supplemental bill was not brought to a hearing with the original bill, and the plaintiff afterwards obtained the common order to amend his supplemental bill. Upon motion by the defendants that the amended bill might be taken off the file for irregularity, or that the amendments might be struck out, on the ground that they had the effect of making the amended bill an original bill, motion refused, with costs: (*Steele v. The Midland Railway Company*, 20 L. T. Rep. N. S. 475. V. C. M.)

PLEADING—RIGHTS INCIDENTAL TO THE POWER OF SOVEREIGNTY.—A Government which *de facto* succeeds to any other Government, whether by revolution or restoration, conquest or reconquest, succeeds to all the public property of the displaced power, and it would have the right to call to account any fiscal or other agent who had been the agent of such displaced Government. But in a suit by a foreign Government in this court against such an agent for an account, it must be alleged and proved that such Government has an equity, and not simply a legal right to the moneys or goods, which such agent is alleged to have had come to his hands in his character of agent for such displaced Government. The bill in a suit which did not establish such an equity dismissed with costs: (*United States v. McRae*, 20 L. T. Rep. N. S. 476. V. C. J.)

PRIVILEGED DOCUMENTS—ARCHITECT AND SOLICITOR.—Letters passing between an architect and the solicitor to one of the parties to a suit with regard to building premises, the subject of

the suits, are not privileged: (*Page v. Ward*, 20 L. T. Rep. N. S. 518. V.C.M.)

DEED OF SEPARATION—POST-NUPTIAL SETTLEMENT.—A deed of separation is a post-nuptial settlement within the meaning of the 5th section of the 22 & 23 Vict. c. 61, and the court will deal with it as such: (*Worsley v. Worsley*, 20 L. T. Rep. N. S. 546. Div. & Mat.)

PROFESSIONAL TOUTING.

We have had forwarded to us some papers issued by a Mr. Cowl, of Great Yarmouth, which require no comment. By the *Law List* we find him described as a notary, conveyancer, and a commissioner to administer oaths in Admiralty. The following is his printed circular:

Dear Sir,—As the winter season is approaching, I beg to offer my best thanks to those friends who have kindly favoured me with business during the past year, and to assure them that all future commands respecting salvage, collision or other maritime cases, shall receive my prompt and best attention. I am prepared to proceed to any part of the kingdom, and also abroad where the interests of my clients call for it, and a telegram or letter, requesting my services at any of the outposts or elsewhere, will receive my personal and immediate attention.

Should you have occasion to communicate with me on a Saturday, please do so by telegraph, as a letter might not be delivered until the following Monday, and delay arise. Hoping for a continuance of your favours, I remain, dear sir, yours faithfully. HENRY COWL.

Notary Public and Admiralty Commissioner.

And the following letter will show how business is sought for by those who have no idea of what a profession means:

31, Hall Plain, Great Yarmouth, 31st May, 1869.

Sir,—Perceiving by to-day's paper that your ketch the *Acorn* has been run into and sunk off Lewes Buoy, by the *ss. South of Ireland*, I shall be most happy to conduct your case to obtain compensation against the owners of the steamer for your loss.

I have had an experience for upwards of thirty years in collision, salvage, and other nautical matters, and devote nearly the whole of my time to such cases. I have clients as far south as Fowey and Cornwall, and as far north as Hartlepool, and at nearly all the intermediate outposts. I enclose my card and circulars, and, awaiting your early reply, I remain, sir, yours obediently, HENRY COWL.

P.S.—The other day I succeeded in the Admiralty Court against the owners of a steamer for the total loss of a brigantine and cargo off Aldbro.

HEIRS-AT-LAW AND NEXT OF KIN.

ELWELL (Mary), Woodcote-place, Epsom, Surrey, late of Aberdeen. Heir-at-law to come in by Nov. 1. Nov. 15; V.C.J.

CREDITORS UNDER ESTATES IN CHANCERY.

LAST DAY OF PROOF.

BOWDEN (William), Ardwick, Manchester. June 25; J. Cooper, solicitor, Manchester. July 6; V.C.M., at twelve.
BRET (Agnes), Brighton. July 1; Upperton, Upperton, and Co., solicitors, Brighton. July 14; V.C.J., at 11.45.
DACKOMBE (Aquila), 9A, Sun-street, East-street, Waltham. June 25; Loxley and Morley, solicitors, 50, Cheapside. July 2; M. R., at eleven.
LAMBERT (George), Stratford, Surrey. July 13; H. T. Day, solicitor, Godalming. July 27; V.C.S., at twelve.
LOAHING (John), Ilminster, Somerset. June 30; Dommatt and Canning, solicitors, Chard. July 14; V.C.M., at twelve.
PARKER (George), High-street, Weymouth. June 29; Combe and Wainwright, solicitors, 9, Staple-inn. July 12; V.C.J., at twelve.
PERRY (George A.), 6 and 7, Aldermanbury. June 30; W. H. Duignan, 15, Bedford-row, solicitor. July 14; V.C.S., at twelve.
BRID (Elizabeth J.), 21, York-terrace, Regent's-park. June 25; B. Pennington, solicitor, 6, New-square, Lincoln's-inn. July 5; V.C.J., at twelve.
RICKWOOD (Thomas P.), Freeman's, Southampton. June 24; Messrs. Palmer, Eland, and Co., solicitors, 4, Traillgar-square. July 7; V.C.M., at twelve.

CREDITORS UNDER 22 & 23 VICT. c. 35.

Last day of Claims, and to whom Particulars are to sent.

ATLING (James), Cocking, Sussex. July 1; Edwin Alberty, solicitor, Midhurst, Sussex.
BASSETT (John F.), Tehidy Park, Redruth, Cornwall. July 1; Domville, Lawrence, and Co., solicitors, 6, New-square, Lincoln's-inn.
BRACH (John), Blackford, Tamworth, Warwick. July 31; T. Simcox, solicitor, 20, Waterloo-street, Birmingham.
BLAIR (Col. Wm. H. S.), Penninghame, Wigton, North Britain. July 15; Few and Co., solicitors, Henrietta-street, Covent-garden.
BRANDRETH (Emma J.), Houghton-hall, Houghton Regis, Bedford. June 30; Kinsey and Ade, solicitors, 9, Bloomsbury-place, London.
CHERWYDD (Sir Geo.), Grendon Hall, Atherstone, Warwick. July 15; Freere, Cholmley, and Co., solicitors, 28, Lincoln's-inn-fields, W.C.
CHILD (Samuel P.), Wood Hall, Shenley, Hertford. July 1; R. J. Child, 11, Old Jewry-chambers, E.C.
CLAY (Sir Wm.), Bart., 35, Cadogan-place, Chelsea, and of Twickenham. June 30; Hargrove, Fowler, and Co., solicitors, 3, Victoria-street, W.C.
COLLYER (George C.), Stamford-hill, Stoke Newington. July 1; J. T. Blackmore, solicitor, 31, Old-street-road.
EVANS (Francis), Wilson-street, Bristol. July 31; Mr. J. Morgan, 17, Commercial-street, Newport, Monmouth.
GELL (Francis H.), Lewes, Sussex. Aug. 1; Gell and Woolley, solicitors, Lewes, Sussex.
GOODE (Very Rev. Wm., D.D.), late Dean of Ripon, York. July 10; Hick and Jones, solicitors, Leeds.
GOVER (Wm.), Havering House, Dartmouth Point, Blackheath. July 24; H. Gover, solicitor, 40, King William-street, E.C.
GRANT (John), 34, Essex-street, Strand. Sept. 1; E. J. Jennings, solicitor, 1, Mitre-court-buildings, E.C.
GREENLAND (Wm.), Newport, Monmouth. July 31; J. D. Pain, solicitor, Newport, Monmouthshire.
HANDS (David), 4, Court, Brewer-street, Aston, Birmingham. July 24; E. F. Mason, solicitor, 86, New-street; Birmingham.
HEADFORD (Thos.), Ham, Clifton-on-Teme, Worcester. June 30; W. P. Hughes, solicitor, Pierpoint-street, Worcester.

HIGHAM (Emma), Bloomfield-terrace, Paddington. July 1; Jones and Staring, solicitors, 11, Gray's-inn-square.
HILL (Samuel), Birch Tree, Fugglestone, Leicester. July 31; Smith and Mannatt, solicitors, Abbey-de-la-Zouch.
MANN (James H.), 3, Albert-terrace, Regent's-park. Aug. 20; Hoare and Co., solicitors, 22, Great James-street, Bedford-row.
MARTIN (Wm.), 43, Odessa-road, Forest-gate, West Ham, Essex. June 30; Tacker, New, and Co., solicitors, 4, King-street, Cheapside.
MATTHEW (John E.), Sussex-square, Hyde-park. July 31; Baker, Forder, and Co., solicitors, 52, Lincoln's-inn-fields, London.
MATTHEWS (Mr. James), 3, Royal-crescent, Notting-hill. Aug. 1; Burgoyne, Milnes, and Co., solicitors, 160, Oxford-street, W.
MCDONALL (Walter L.), St. Mildred's-court, Poultry. June 30; R. H. Nottelshup, solicitor, 37, John-street, Bedford-row.
MCDONNELL (John), Bristol. July 24; King and Plummer, solicitors, 5, Mitre-court-chambers, Temple, E.C.
MOORE (Edward H.), 4, Alexander-road, Gipsy-hill, Norwood, Surrey. Aug. 31; Messrs. Freshfields, solicitors, 5, Bank-buildings, London.
MUDD (George F.), 15, St. Margaret's-green, Ipswich. June 24; A. Long, solicitor, Christchurch-street, St. Margaret, Ipswich.
NORMAN (Ephraim), High-street, Worcester. Aug. 26; Piddock and Sons, solicitors, Worcester.
PAULIN (James), Crouchers, Aldborough Hatch, near Ilford, Essex. Kynaston and Gasquet, solicitors, 1, King's-arm-yard, Moorgate-street, E.C.
PHELPS (Charles), Briscoe, and of Patchway, Gloucester. Aug. 2; King and Plummer, solicitors, 5, Exchange-buildings, Bristol.
PRESTON (Miss Sarah), Bexley, Kent. July 1; C. R. Gibson, solicitor, Dartford, Kent.
RIDDLE (Peter), Tweedmouth, Berwick-on-Tweed. July 1; S. Sanderson, solicitor, Berwick-on-Tweed.
ROBINSON (Thomas), Accrington. Aug. 28; E. T. Whitaker, solicitor, Duchy of Lancaster Office, London.
RUSSELL (Right Hon. Francis J.), Boyne-hill Villa, Maidenhead. Aug. 31; Fladgate, Clarke, and Co., 40, Craven-street, Strand.
SIMMONS (John), 256, Recent-street. July 24; Gray and Berry, solicitors, 228, Edware-road, W.
SPRUELS (James), Mitcham, Surrey. Aug. 1; G. H. Hogan, solicitor, Park-street, Croydon.
TOMLINSON (Jno.), Fountain Head Tavern, Thornton Heath, Surrey. July 1; G. T. Powell, solicitor, 33, King-street, Cheapside.
TOMLINSON (William B.), Upper George-street, Bryanston-square. Aug. 1; W. W. Comins, solicitor, 34, Great Portland-street.
WHEATON (Horatio John), Liverpool. June 30; Frodham, Taylor, and Co., solicitors, 11, Harrington-street, Liverpool.
WHEATON (Hy. E.), Herne-park, Kent. Aug. 10; Burgoyne, Milnes, and Co., solicitors, 160, Oxford-street.
WOODROW (James), Damerham South, Wilts. July 31; Davy and Dyer, solicitors, New Fordingbridge.
WOODS (Kitty), Relex, Kent. July 1; C. R. Gibson, solicitor, Dartford, Kent.

UNCLAIMED STOCK AND DIVIDENDS IN THE BANK OF ENGLAND.

[Transferred to the Commissioners for the Reduction of the National Debt, and which will be paid to the persons respectively whose names are prefixed to each, in three months, unless other claimants sooner appear.]

LEEMING (Thos. H.), Manchester. Dividend on 1500. 6s. 6d. Reduced Three per Cent. Claimant Christian Leeming.
MEARS (J. M. E.), Dolls, near Llandudno, spinster. Dividend on 100. 10s. 10d. Reduced Three per Cent. Annuitant. Claimant, said J. M. E. Mears.

A deputation from the Incorporated Law Society, accompanied by Sir Roundell Palmer, M.P., and several other members of the House of Commons, and consisting of Mr. Bolton, Mr. Edward Lawrence, and others, have had an interview with the Chancellor of the Exchequer in Downing-street, to urge the superiority of the Carey-street over the Embankment site for the new Courts of Justice, and the smaller cost of their erection on the former site.

LEGAL FAILURE IN BIRMINGHAM.—Mr. William Edwards-Wood, solicitor, of Birmingham, who made himself conspicuous in the proceedings which followed upon the Abergele accident last year, and who was stated to have been injured in a subsequent collision upon the Holyhead line, has filed a petition in the bankruptcy court. The liabilities are stated to amount to between 3000l. and 4000l.—*Birmingham Post*.

THE BENCH AND THE BAR.

The inspection of the Inns of Court Rifles will take place on the 19th inst.

A coloured police magistrate has been appointed in Washington, and several coloured clerks have been appointed in the Post Office department. A coloured lawyer, Mr. James H. Piles, has been admitted to practise in the United States courts in New Orleans. He was admitted to practise at the bar of the state of Ohio some time ago.

THE PATENT LAWS.—Though the patent laws are not good for the public at large, there are persons for whom they are very good indeed. The official estimate is that in the current year fees amounting to more than 12,000l. will be paid to the English Attorney-General and Solicitor-General for examining and passing patents, and more than 1000 guineas to their clerks. If it would be improper to say that patentees provide law officers for the Crown, it may at least be remarked that patentees pay a very large sum in fees to those functionaries: 3450l. will also be payable to the Scottish and Irish law officers and their clerks, as compensation for their not being now allowed a share of the spoil. The salaries of the clerks in the Patent-office and payments to gentlemen who abridge specifications of patents at 7s. each will absorb 16,000l. in the year, and 19,000l. will be

devoted to printing and drawings to explain patents.

DEATH OF MR. COMMISSIONER PERRY.—We have to announce the death of this gentleman, which occurred on Saturday evening at his residence in New Brighton. Mr. Perry was in his sixty-ninth year, and has sat as commissioner of the Liverpool Court of Bankruptcy for the last twenty-five years. He was formerly a Fellow of Jesus College, Cambridge, and afterwards, for many years, principal secretary to Lord Chancellor Lyndhurst, by whom he was appointed a Commissioner in Bankruptcy. Few men have discharged the unpleasant duties of that office with greater impartiality, and none with a more conscientious desire to do justice, than the late lamented commissioner. If not a profound, he was an astute lawyer, and his decisions were seldom reversed on appeal. The vacant office, which is in the gift of the Lord Chancellor, will not, it is expected, in the present unsettled state of the law, be filled, but a provisional appointment made till the fate of the Bankruptcy Bill now before Parliament is known. Mr. Perry's ailment was asthma, from which he had been confined to his house for several months past. It is somewhat remarkable that the period for which the Lord Chancellor had appointed Mr. Theodore Thring to act as deputy of the late commissioner expired on the very day of Mr. Perry's death.—*Liverpool Albion*.

The judges in the Court of Queen's Bench have had under consideration the matter of the petition of right of Arthur Burke, master of the Court of Queen's Bench in Ireland. The suppliant was appointed prothonotary of the court so far back as the year 1830, at a salary of 1500l. a year Irish currency, or 1384l. English currency. In the year 1844 an Act was passed which abolished the office of prothonotary in each of the Superior Courts of common law, and substituted masters in lieu of them, with salaries of 1000l. a year each. Special provision, however, was made in the Act entitling Mr. Burke to be paid during his life a sum of 384l., in addition to his salary as master. Many years later the suppliant's salary as master was augmented to 1200l. a year by order of the Treasury, in consideration of his renouncing certain fees. Shortly afterwards, the mastership of the Court of Exchequer becoming vacant, it was resolved that the appointment should not be filled up, and that the duties should be performed by the masters of the other two courts. An Act of Parliament was passed giving effect to this arrangement, and entitling the existing masters to have their salaries raised to 1400l. a year in case their existing salaries from pay and emoluments did not reach that amount. The question to be determined was whether the sum of 384l. awarded as compensation to Mr. Burke on the abolition of the office of prothonotary was to be taken into account in assessing the amount of salary payable to him as master. Their Lordships were unanimously of opinion that it was not, and that he was entitled to be paid 1400l. a year, plus the 384l. received by him under the Act of 1844.

MAGISTRATE AND PARISH LAWYER.

NOTES OF NEW DECISIONS.

MUNICIPAL ELECTION—VOTING PAPERS.—By the Municipal Act, s. 32, the voting papers are to contain the Christian names and surnames of the persons voted for, and sect. 142 enacts that no misnomer in a voting paper shall hinder the full operation of the Act. Voting papers filled up with the initials only of candidates' Christian names were held to be sufficient as being only a misnomer: (*Reg. v. Plenty*, 20 L. Rep. N.S. 521. Q.B.)

CRIMINAL LAW—FALSE PRETENCES.—B. lent money to the prisoner at interest on security of a bill of sale on furniture, a promissory note of prisoner and another person, and a declaration made by the prisoner that the furniture was not encumbered. The declaration was untrue at the time it was given to B., the prisoner having a few hours before given a bill of sale of the furniture to another person, but not to the full value. This was held to be a sufficient false pretence: (*Reg. v. Meakin*, 20 L. T. Rep. N. S. 544. Cr. Cas. R.)

NORFOLK COUNTY JUSTICES—CROMER.

Monday, May 31.

Game—Prevention of Poaching Act—Evidence—25 & 26 Vict. c. 114, s. 2.

The defendant, being suspected of having a quantity of pheasants' and partridges' eggs (that had been previously marked and then put back into the nests), was stopped with a cart on the highway about five o'clock in the morning. In an-

seen to the policeman he stated he had not any game in his cart, but upon searching, the policeman found in one basket eleven pheasants' eggs and fifty-nine partridge eggs, and in another basket a live pheasant. The defendant stated that he had received them of a man named Moy, but did not say his Christian name or where he lived.

Held, that being in possession of eggs that were identified as having been unlawfully taken by some one, was evidence that the defendant had been on land for the purpose of unlawfully taking game, or that he had been accessory thereto within the meaning of the 25 & 26 Vict. c. 114, s. 2.

Samuel Field, of Gresham, Norfolk, dealer, was charged, on the information of Philip Palmer, a constable, with having, on the 15th May, been suspected of coming from land; and upon his cart being searched, eleven pheasants' eggs and fifty-nine partridges' eggs, and a live pheasant, were found in his possession.

Linay (of Norwich) appeared for the defendant. The constable stated that in consequence of information he stopped the defendant in his cart about five o'clock in the morning, and asked if he had any game, and the defendant replied in the negative, but on searching the cart the game mentioned in the information was found; and the defendant then said it belonged to a man named Moy.

In cross-examination.—Did not know who the defendant meant by Moy. Made no inquiry to find such a person.

Another police constable corroborated the material part of the evidence.

A keeper and an underkeeper were called, who identified several of the eggs as taken from nests on their master's land, as they were marked with certain figures, and placed back in the nests in consequence of the great loss they had recently discovered.

Linay contended there was no evidence that the defendant had unlawfully been on land in search of game, or had unlawfully taken the game; and that if even he knew what the baskets contained, they being eggs, he might not be aware of the interpretation clause of the Act making eggs game; and that he having given the name of a person of whom he received the eggs, he had shifted the onus of proof on to the policeman to find out if his statement was true or not; and as the policeman had not thought proper to inquire it was to be assumed that the defendant's statement was true. He submitted it was necessary that there should be some legal evidence on both points; i.e., that defendant had been trespassing on some land in pursuit of game, and also that he had unlawfully taken game there, and quoted *Fuller v. Newland*, 27 J. P. 406; and the mere fact of telling lies, and then being found in possession of game, even if he had given a false account about the same, was not sufficient *per se* to support conviction, and cited *Shuttleworth v. Grange*, 31 J. P. 290. The bench were of opinion that, looking at all the circumstances, there was sufficient evidence upon which they might convict the defendant.

Fined 11s. 6d. and costs, amounting in all to 21s.

HABITUAL CRIMINALS' BILL.

The following reasons for amending this Bill have been published by the Recorder of Birmingham:—

This Bill, which was introduced in the House of Lords by the Lord Privy Seal, contains two clauses, the effect of which I am inclined to think must have been overlooked, as I find that but little discussion took place upon them.

In calling attention to these clauses, I wish to state that I have no desire to make objections to the general scope of the Bill, but only to the two sections above referred to.

First then, as to sect. 10, which proposes to enact that any person who shall be convicted of any felony or of certain misdemeanors, and shall have been before such conviction twice convicted of any such offence within the five years last past, shall be sentenced to penal servitude for not less than seven years. The meaning of this section is that courts of quarter sessions, where minor offences are principally tried, should be compelled to pass a sentence of seven years penal servitude, where any person has been twice before convicted, irrespective of the nature of the crime of which the offender might then be convicted, or of the crimes of which he had been before convicted, or the punishment that he had undergone. The word felony has so large and so artificial a signification in the English code of laws, that it comprises nearly every crime from killing a person without express malice down to the taking an apple which had fallen from a tree; but it does not include offences by agents, bankers, or factors, who embezzle their client's money or make away with goods entrusted to their care, nor by trustees who fraudulently dispose of trust funds, nor by directors who publish false accounts, or make false accounts, or make false returns, or destroy the

company's books of accounts, vide 24 & 25 Vict. c. 96, s. 75, *et sub.* In many of the large towns and notably in Birmingham it has been the practice after a person has been twice convicted for some petty act of thieving under the provisions of the Juvenile Offenders' Act (10 & 11 Vict. c. 82), or when required under the provisions of the Criminal Justice Act (18 & 19 Vict. c. 126), to send such person for trial at the quarter sessions whenever the offence then charged against him is larceny, and I find that during the year 1868 there were not less than sixty-one persons tried at the quarter sessions in Birmingham who had been so previously convicted.

The number of persons tried at Birmingham sessions in 1868 was 334, of whom thirty-six were sentenced to penal servitude, or nearly one in nine, whilst in England generally, according to the latest return (Judicial Statistics, 1868) the number of persons tried was 18,971, of whom 1840 were sentenced to penal servitude, or rather less than one in ten, and it must be recollected that in the returns for England all the Assize case are included, for which it may be presumed heavier sentences must have been passed. Had the Habitual Criminals' Bill been law in 1868 sixty-one persons must have been sentenced to penal servitude for at least seven years from Birmingham borough alone, and probably not less than 3570 from the whole of England.

Without setting out the offences charged against all the persons tried at Birmingham, who were not sentenced to penal servitude, I will give a few instances to show how very trivial were the offences thus charged, and how insignificant were the felonies for which the persons charged had been previously convicted.

1st. J. Preston, convicted before justices of having stolen, in 1867, four packs of cards, and sentenced to seven days' imprisonment. Convicted again in 1867, for stealing butter, and sentenced to two months' imprisonment. Tried at quarter sessions, July 1868 for stealing one pair of boots.

2nd. J. Dolman, convicted before justices of stealing, in 1865, two fish, and sentenced to twenty-one days' imprisonment; and, in 1867, of stealing a barrel, sentenced to three months' imprisonment; tried at the same quarter sessions for stealing one crate.

3rd. W. Clark, convicted before justices of stealing in 1867, 8lb. of ham, and sentenced to six weeks' imprisonment; and, in 1868, of stealing one duck, sentenced to three months' imprisonment; tried at the same sessions for stealing six fowls.

4th. T. Bolton, convicted before justices of stealing, in 1867, 8lb. of grease, and sentenced to one month's imprisonment; and, in 1868, of stealing one pigeon and one duck, sentenced to three months' imprisonment; tried at quarter sessions, in October, for stealing eight rabbits.

5th. W. Wallace, convicted before justices of stealing, in 1866, 5lb. of beef, and sentenced to twenty-one days' imprisonment and a whipping; and, in 1868, of stealing 1lb. of tobacco, sentenced to one month's imprisonment; tried at quarter sessions, Jan. 1869, for stealing six slices of fried fish.

Can it be doubted that if a sentence of penal servitude for seven years had been passed in each of the above cases, it would have been felt by all in court that the punishment was altogether disproportionate to the offences charged?

But, to come to another aspect of the case, and to consider whether the fixing of a minimum rate of punishment is desirable, let me examine what has been the effect of previous enactments of like description. By the statute 7 & 8 Geo. 4, c. 29 (Peel's Act), larceny of certain animals was punished with death; by statute 2 & 3 Will. 4, c. 62, the punishment was transportation for life; by statute 3 & 4 Will. 4, c. 44, imprisonment was added to a sentence of transportation, and by 7 Will. 4 and 1 Vict. c. 90, the punishment was reduced to transportation for not more than fifteen years, or less than seven years, or imprisonment not exceeding three years. I am informed that this last Act was passed because it was found that convictions could not be obtained, the punishment being considered too severe.

Again, by statute 27 & 28 Vict. c. 47, 1864, it was enacted that no person who had been previously convicted should be sentenced to penal servitude for less than seven years, but the court had still the option of passing a sentence of imprisonment. The effect of this statute was instantaneous, the sentences of penal servitude steadily diminishing, whilst those of imprisonment increased, as the following table will show:—

	No. of Persons convicted.	Sentences of penal servitude.	Sentences of imprisonment of one year and upwards.
1863	15,729	3071	1180
1864	14,736	2445	1208
1865	14,740	2081	1589
1866	14,250	2016	1312
1867	14,207	1846	1379

I quite admit that "habitual criminals" should be kept from pursuing their avocations, and that, without incarceration for a long period, there is scarcely any hope of removing them, when released from prison, from the company of their former associates; but I at the same time assert that for young criminals, and it is on these that this Bill will particularly press, penal servitude for seven years, which may be passed either at Portland, Gibraltar, or elsewhere, will not have so salutary and deterrent an effect as incarceration in a well appointed gaol; and I think that when juries find out that the effect of a verdict of guilty will be to send a youth, who has before committed two trivial offences, to penal servitude for seven years, they will, as in the case of sheepstealers, hesitate to convict. I am sure also that it will not tend to keep up the respect in which the law is held, if, when passing sentence, a judge feels himself compelled to say that he passes such sentence with regret, but that the Legislature has fettered his discretion.

For the foregoing reasons I suggest that if it be decided to adopt the principle of a minimum rate of punishment in these cases, the propriety of which seems very doubtful, the previous convictions shall be confined to those obtained before a court of record, such as the assizes or quarter sessions.

I now come to part 5, sect. 15, by which it is proposed to enact that previous convictions need not be charged in the indictment, and that a conviction may be proved without the production of any formal certificate. At present the practice is regulated by 24 & 25 Vict. c. 90, s. 116, and the jury is to find the fact of a person having been previously convicted after he has returned a verdict of guilty of the charge then under trial; but as the proposed section now stands, it will not be submitted to the jury at all. As soon as the jury has delivered its verdict of guilty on the indictment, it has discharged its duty, and no question can then be submitted to it, and the following may be taken to be a true picture of what will occur:—A prisoner will be found guilty of a felony, and the judge may require time to consider what sentence should be passed, and the prisoner will be removed to be brought up on some future day; just as the judge is about to pass sentence, some person may get up and tender himself as a witness to prove that the prisoner has been previously convicted; the judge cannot, I presume, refuse to hear him, the jury who tried the cause is no longer in court, what then is to be done? Must the judge hear and decide the question of fact? And has the court power to administer the ordinary oaths? And has the prisoner the right to cross-examine the witness, or to produce witnesses in contradiction? If so, is a fresh jury to be empanelled, or what is the course to be? That this is no fanciful sketch, anybody conversant with criminal courts will admit. But, supposing these difficulties to be surmounted, how is the fact to be recorded? The record, which will be made up by the clerk of assize, or of the peace, will only contain the verdict of the jury, and if the judge or presiding magistrate does not pass a sentence of penal servitude for seven years, will it be error on the record, and how will such error be proved before a court of appeal? I imagine that this section was introduced to overrule the decision of the Court of Criminal Appeal in the case of *Reg. v. Sommers*, L. Rep. 1 Cr. Cas. Res. 182, by which it was decided that unless a previous conviction was charged in the indictment, a judge was not bound to take cognisance of it, but I submit that the present section is highly defective, and that it would be preferable to enact if an alteration of the practice be required that at any time before sentence be passed a count charging the previous conviction might be added to the indictment, and that the prisoner should have reasonable notice of such intended addition.

REAL PROPERTY LAWYER AND CONVEYANCER.

NOTES OF NEW DECISIONS.

WILL—GIFT TO NEXT OF KIN AT A STATED TIME.—W. gave all his property to trustees upon trust for his three grandchildren who should survive their father, and in case only one should so survive, the whole to that one; but if two should die before their father, and the property should exceed 10,000*l.*, the excess should be in trust for the person or persons, exclusive of such third grandchild, as would, under the Statute of Distributions, upon the death of the survivor of the two grandchildren, dying, be entitled to his personal estate, in case he himself had at such time died intestate. Two grandchildren died before resting; E., the third, lived to attain a vested interest, and the estate ex-

ceded in value 10,000L. When the second grandchild died, E. was the testator's sole next of kin: Held, that nephews who, but for the existence of E., would have been the testator's next of kin, were entitled to the excess, excluding E., and that there was no intestacy. An administration suit by such nephew was therefore held maintainable: (*White v. Springett*, 20 L. T. Rep. N. S. 502. L. J.J.)

BUILDING SOCIETY—MORTGAGE—POWER OF SALE—DISCOUNT ON FUTURE ADVANCES.—A member of a benefit-building society obtained an advance on his shares on executing a mortgage in the form prescribed by the rules, by which he covenanted to repay the advances, with interest, by monthly subscriptions, calculated to extend over a certain number of months. The mortgage contained a power of sale in the event of the subscriptions falling into arrear for three months, and the purchase-money was to be applied in satisfaction of all moneys then due or thereafter to become due from the mortgagor in respect of subscriptions, fines, insurance, or otherwise, under the mortgage deed, and the surplus to be paid to the mortgagor. The mortgagor paid a few of the subscriptions, and then fell into arrear, and the mortgaged premises were sold by the directors: Held (reversing the decision of *Giffard v. C.*), that the mortgagor was not entitled to any rebate in respect of the instalments which had not accrued due at the time of the sale, although the rules prescribed that such an allowance should be made in case of a mortgagor redeeming his mortgage before the expiration of the full period of payment. In such a case there is no difference between a permanent society and one intended to be wound-up after a definite period: (*Matterson v. Elderfield*, 20 L. T. Rep. N. S. 503. L. C.)

JOINT-STOCK COMPANIES' LAW JOURNAL.

NOTES OF NEW DECISIONS.

SALE OF SHARES—STOCK EXCHANGE—BROKER—ULTIMATE PURCHASER—FORM OF TRANSFER.—The plaintiffs, as brokers for the defendant, on the 2nd Oct. sold to a jobber 100 shares in the General Credit Company for 5l. a share, K. giving the name of S. as the ultimate purchaser, in whose name the usual transfer was made out. In that transfer the consideration-money stated was the sum paid by S., being an increase of some 18l. or 19l. on the sum for which the defendant had sold to K. This transfer was then, on the same day, executed by the defendant, and 495l. being his full purchase-money, less 5l. the plaintiffs' commission of 1l. per cent. was paid to him by the plaintiffs. Upon the executed transfer being sent to K. for delivery to S., K. discovered errors in the spelling of the names in the body of the document, for instance, the defendant's name was spelt "Eatan" instead of "Eatton," and the purchaser's name was spelt "Solomons" instead of "Salomons." K. thereupon corrected those errors, and at the same time filled in the date, which was in blank when executed by the defendant, by writing in "8th Sept." Upon the transfer being then sent back to the defendant for him to "initial" such corrections, he declined to do so, or to return the transfer, until the plaintiffs should pay him the difference between the price at which they sold the shares for him, and that at which they were bought by S. By reason of such refusal and the detention of the transfer, K. was compelled to buy in against the plaintiffs, and the latter thereupon brought an action against the defendant to recover the money paid by him to K. in consequence. At the trial the defendant objected that he was not bound to re-execute the transfer, because he was thereby required to admit the receipt of a larger sum than he had actually received, and, secondly, that the transfer was invalid by reason of the alterations in the names and date made by K. subsequently to its execution by the defendant, and that it was the plaintiffs' duty to tender a good deed to the defendant stating the price actually paid to the defendant, and the increased price paid by the ultimate purchaser. A verdict was found for the plaintiffs and it was held, by the Court of Exchequer (Kelly, C. B., and Channell, Pigott, and Cleasby, BB.) discharging a rule to enter the verdict for the defendant, that the plaintiffs' action for money was maintainable. Upon the execution of the transfer by the defendant on the 2nd Oct., and the pay-

ment to him of his agreed purchase-money, the transaction was complete, and he had no longer any right to the transfer, and was not entitled to retain it on its being sent back to him to be initialled, nor to claim payment of the difference between the purchase money received by him, and that which was paid by S. to K. *Quare*, whether, if the objections which were taken at the trial and by the rule, had been made by the defendant at the time when the transfer was sent back to him they might not have prevailed. But the court held that the questions therein involved did not arise in the present case: (*Mewburn v. Eaton*, 20 L. T. Rep. N. S. 449. Ex.)

PRIVATE BILL—LOCUS STANDI.—The lessee of a manor holding neighbouring lands has a *locus standi* against the bill of a corporation for water-works, on the ground that they would diminish his supplies of water and so injure his interest in the property: (*Bradford Water Bill*, 20 L. T. Rep. N. S. 459. Ct. of Referees.)

LAW STUDENTS' JOURNAL.

ANSWERS TO THE FINAL EXAMINATION QUESTIONS.

EASTER TERM 1869.—SECOND DAY.

Continued from page 85.

VI. BANKRUPTCY AND PRACTICE OF THE COURTS.

56. *Object of laws.*—The principle and object of the bankrupt laws are, as regards creditors, to protect them by compelling the insolvent trader to divide his property rateably amongst them, and as regards the trader, to enable an unfortunate person to relieve himself of his debts and liabilities, and allow him to use his future exertions for his own benefit: (See *Smith's Merc. Law*, 543, 544, 5th edit.)

57. *Creditor holding security.*—This question, as referring to the former, is very unintelligible. If the petitioning creditor holds a security, the amount of his security must be deducted: (Will. P. P. 132, 5th edit.)

58. *Creditor holding security.*—Where the security hold is upon the estate of a third person the principle that all creditors shall participate in the bankrupt's estate equally, and that no creditor can be permitted to retain any portion of that estate, and at the same time prove in competition with other creditors, does not apply. He may therefore prove for the full amount of his debt, and yet retain his security, provided he does not receive more than twenty shillings in the pound. (*Doria & Mac*, 864.)

59. See preceding answer.

60. *Joint security.*—The holder must elect against which estate he will prove: (Will. P. P. 137, 5th edit.)

61. *Surety.*—He should pay the debt and then prove: (Will. P. P. 137, 5th edit.)

62. *Distress.*—He can only distress for one year's arrears, but he may prove for the rest up to day of application: (Will. P. P. 138, 5th edit.)

63. *Reputed ownership.*—The 12 & 13 Vict. c. 106, enacts that if any bankrupt at the time of his bankruptcy, shall by the assent and permission of the true owner thereof have in his possession, order, or disposition any goods or chattels whereof he was reputed owner, or whereof he had taken upon him the sale, alteration, or disposition as owner, the court has power to order the same to be sold and disposed of for the benefit of the creditors under the bankruptcy. But it is provided that this section is not to affect in any way the provisions in an Act intitled "An Act for the registering of British vessels," or any of the Acts therein mentioned: (See sect. 125.)

64. *Agent—Bills.*—It seems that the property in the bills is not altered, but remains in the party making the remittance: (See fully *Doria & Mac*, 565.)

65. *Proof for money lent.*—The ordinary form runs for money lent and advanced by this deponent to the said J. C., at his request, on the day of 186 .

66. *Discovery of property.*—For this purpose the bankrupt and his wife may be examined by the court: (See the mode set out, Act 1849, ss. 117, 118; *Doria Bank*, 366.)

67. *Order of discharge.*—It discharges the bankrupt from all claims and demands proveable under the bankruptcy, and if the bankrupt be arrested he may plead that the cause of action accrued before the bankruptcy, and give the Act of 1861 and special matter in evidence: (Sect. 161; *Doria & Mac*, Bank. 734.)

68. *Leaseholds.*—The 12 & 13 Vict. c. 106, s. 145, enacts that if the assignee of a bankrupt entitled to any lease or agreement for a lease elect to take such lease or agreement for a lease, as the case may be, the bankrupt is not liable to pay any rent accruing after the filing of the petition, or to be sued in respect of any subsequent non-obser-

vance or nonperformance of the conditions, covenants, or agreements in any such lease, or agreement for a lease, if within fourteen days after he has notice that the assignee has declined, he delivers up such lease or agreement to the person then entitled to the rent. The court has the power, on the application of the landlord, to compel the assignee to elect: (See *Wise's B. L.* 159, 2nd edit.)

69. *After-acquired property.*—Strictly speaking, only from the time of the order of discharge, unless the order provides to the contrary: (See further *Doria & Mac*, 543, et. seq.)

70. *Suspending proceedings.*—By the Act of 1861 the majority in value of the creditors present at any meeting may resolve that no further proceedings shall be taken in the bankruptcy, and the meeting is to be adjourned for fourteen days, and notice given to all the creditors by the assignee. If at the adjourned meeting three-fourths in value of the creditors present so resolve, then the proceedings in bankruptcy are to be suspended, and the estate administered as such majority directs: (Act of 1861, sect. 110.) At the first or other meeting of creditors, called for the purpose by ten days' notice in the *Gazette*, three-fourths in number and value of the creditors present or represented may resolve that the estate be wound up under a deed of arrangement, &c. The registrar reports this to the court within four days, and the court may make orders as to the management of the estate, and annul the bankruptcy, &c.: (Act of 1861, sects. 185, 187.)

VII. CRIMINAL LAW AND PROCEEDINGS BEFORE MAGISTRATES.

71. *Murder.*—Murder is thus defined by Sir Edward Coke: "When a person of sound memory and discretion unlawfully killeth any reasonable creature in being and under the King's peace with malice aforesought, either express or implied: (Steph. Com. vol. 4.)

72. *Age of discretion.*—Under seven years an infant is *doli incapax*. Above seven and under fourteen he is *so primâ facie* only: (See Steph. Com., vol. 4.)

73. *Larceny.*—The wrongful taking and carrying away of personal chattels, with a felonious intent to convert them to his own use: (See further Steph. Com., vol. 4.)

74. *Coroner.*—He is a judicial officer, and his duty consists principally in holding an inquisition as to cause of death when any person is slain or dies suddenly, or in prison. His office is also ministerial, acting for the sheriff when he is interested in the suit, or of kindred to either plaintiff or defendant. He is chosen by the freeholders of the county, and formerly held the office for life, but is now, by virtue of 23 & 24 Vict. c. 116, subject to removal for inability or misbehaviour: (See Steph. Com., vols. 2 & 4.)

75. *Coroner.*—The inquisition must be held *super visum corporis*. The coroner issues his precept to the constables or peace officers of the parish where the body is, requiring them to summon a jury. After a view, the witnesses are examined, and the jury, under the direction of the coroner, return a verdict which must be signed by the jury and also by the coroner: (Ibid.)

76. *Justice of peace.*—The power and duty of a justice of the peace depends on his commission, and on several statutes which have created objects of his jurisdiction. His commission first empowers him singly to conserve the peace, and thereby gives him all the power of the ancient conservators at common law in suppressing riots and affrays, in taking sureties for the peace, and in apprehending and committing felons and other inferior criminals. It also empowers any two or more to hear and determine all felonies and other offences, which is the ground of their criminal jurisdiction at quarter sessions: (Steph. Com., vol. 2.)

77. *County constabulary.*—The course is for the justices in quarter sessions to communicate with the Secretary of State, and with his sanction to appoint a chief constable. The chief constable then appoints local and petty constables.

78. *Person intrusted with money.*—It is a misdemeanor if with intent to defraud he converts it to his own use. The punishment must not exceed seven years' penal servitude, or less than five; or imprisonment for less than two years, with or without hard labour, or solitary confinement: (4 Steph. Com. 222, 6th edit.)

79. *Accessories.*—Whosoever shall counsel, procure, or command any other person to commit any felony, whether the same be a felony at common law, or by virtue of any Act passed, or to be passed, shall be guilty of felony, and may be indicted and convicted either as an accessory before the fact to the principal felony, together with the principal felon, or after the conviction of the principal felon, or may be indicted or convicted of a substantive felony, whether the principal felon shall or shall not have been previously convicted, or shall or shall not be amenable to justice; and may thereupon be punished in the same manner as any accessory before the fact to the same felony if

convicted as an accessory may be punished: (24 & 25 Vict. c. 94, s. 2.)

80. *Robbery*.—It is felony.

81. *Receiving—Indictment*.—This is permitted by 24 & 25 Vict. c. 96, s. 92, which see.

82. *Receiver—Venue*.—In the county where he received such property, or had it in his possession: (Ib. s. 96.)

83. *Conspiracy to murder*.—It is a misdemeanor, punishable by imprisonment for two years, with or without hard labour, or penal servitude for ten years or not less than five: (4 Steph. Com. 326, 6th edit.)

84. *Capital punishment*.—It is to be within the walls of the prison in presence of sheriff, gaoler, chaplain, surgeon, and such other prison officials as the sheriff requires, and of such magistrates and relatives of prisoner as the sheriff or visiting justices permit: (4 Steph. Com. 166, 6th edit.)

85. *Crossed cheque*.—Persons obliterating the crossing with intent to defraud, are guilty of felony.

EXAMINATIONS AT THE INCORPORATED LAW SOCIETY.

Easter Term 1869.

FINAL EXAMINATION.

At the examination of candidates for admission on the roll of attorneys and solicitors of the Superior Courts, the examiners recommended the following gentlemen, under the age of 26, as being entitled to honorary distinction:—

1. Charles James Garbutt, who served his clerkship to Mr. John Alderton Bush, of Newcastle-upon-Tyne; and Mr. John Scott, of 60, King William-street, London.

2. Henry Tebbis, who served his clerkship to Whyley and Piper, of Bedford; and Messrs. Anderson and Stanford, of London.

3. Arthur Williams, who served his clerkship to Mr. William Hunt, of Nottingham.

The Council of the Incorporated Law Society have accordingly awarded the following prizes of books:—

To Mr. Garbutt, the prize of the Honourable Society of Clifford's-inn.

To Mr. Tebbis, the prize of the Honourable Society of New-inn.

To Mr. Williams, a prize of the Incorporated Law Society.

The Examiners also certified that the following candidates, under the age of 26, whose names are placed in alphabetical order, passed examinations which entitle them to commendation:

Walter Scott Blake, who served his clerkship to Mr. Frederick Blake, of Newport, Isle of Wight; and Messrs. Cunliffe and Beaumont, of London.

Henry Wright Bosworth, who served his clerkship to Mr. William John Woolley, of Loughborough; and Messrs. Williamson, Hill, and Co., of London.

Herbert John Griffin, who served his clerkship to Messrs. Whitcombe and Son, of Gloucester; and Messrs. Meredith, Meredith, and Roberts, of London.

Morris Paterson Jones, who served his clerkship to Messrs. Jones and Paterson, of Liverpool; and Mr. Worthington Evans, of London.

Frederick Fitz Payne, who served his clerkship to Messrs. Clarke and Payne, of Tiverton.

The Council have accordingly awarded them certificates of merit.

The number of candidates examined in this term was 81; of these 64 passed, and 17 were postponed.

By order of the Council,

E. W. WILLIAMSON, Secretary.

Law Society's Hall, Chancery-lane, London.

GENERAL EXAMINATION.

TRINITY TERM 1869.

General examination of students of the Inns of Court, held at Lincoln's-inn-hall, on the 19th, 20th, and 21st May 1869.

The Council of Legal Education have awarded to Richard Halliday, Esq., student of the Middle Temple, a studentship of fifty guineas per annum, to continue for a period of three years.

John Henderson, Esq., student of Lincoln's-inn, an exhibition of twenty-five guineas per annum, to continue for a period of three years.

George Lewis, Esq., student of the Middle Temple, certificate of honour of the first class.

Arnold De Beer Baruchson, Esq., student of the Middle Temple, Lucius O'Brien Blake, Esq., student of the Middle Temple, Albert Sidney Chevasse, Esq., student of Lincoln's-inn, William Coward, Esq., student of the Inner Temple, Maxwell Cormac Cullinan, Esq., student of Lincoln's-inn, George Francis Travers Drapes, Esq., student of the Middle Temple, Frederick John Fergusson, Esq., student of the Middle Temple, Charles Dickinson, Field, Esq., student of the Inner Temple, William Garvie, Esq., student of Lincoln's-inn, Lewis Edmund Glyn, Esq., student of the Middle Temple, Gualter Craddock Griffith, Esq., student of

the Inner Temple, James Hamilton, Esq., student of Lincoln's-inn, Edward Lee Cateret Price Hardy, Esq., student of Lincoln's-inn, Alfred Harmsworth, Esq., student of the Middle Temple, Alfred Harrison, student of the Inner Temple, George Nicholas Marcy, Esq., student of Lincoln's-inn, John Edward Arthur Murray Scott, Esq., student of Lincoln's-inn, and Edward Thelwall, Esq., student of the Middle Temple—certificates that they have satisfactorily passed a general examination.

(Signed) By order of the Council,

EDWARD RYAN, Secretary, *pro tem.*

Council Chamber, Lincoln's-inn, 28th May, 1869.

EXAMINATION FOR HONOURS.

CAMBRIDGE, May 24.

The *viva voce* examination for candidates for honours in law will be held on Tuesday, the 26th Oct., and the following days, at 10 a.m., in the Law Schools. Each candidate will have to prepare a short written explanation in English of the particular maxim or principle he may select for a *viva voce* discussion. For those discussions candidates are recommended to select each his subject from the following maxims and principles:—

I. *Equity*.—1. Equity follows the law. 2. Where there is equal equity the law must prevail. 3. Equity looks upon that as done which ought to be done: (See Story's Equity Jurisprudence, ss. 56–64.)

II. *Conflict of Laws*.—1. The law of a place where a contract is made ought to prevail. 2. Foreign laws must be proved as facts to the court. 3. Crimes are local, and by common law exclusively punishable where committed: (See Story's Conflict of Laws, 2nd edit. sects. 241, and 620–638.)

III. *General principles*.—1. In jure non remota, sed proxima causa spectatur. 2. Actus non facit reum nisi mens sit rea. 3. Volenti non fit injuria: (See Broom's Legal Maxims.)

IV. *Contracts*.—1. Ex nudo pacto non oritur actio. 2. Ex dolo malo non oritur actio. 3. Caveat emptor. 4. Respondeat superior: (See Broom's Legal Maxims.)

V. *Evidence*.—1. Derivative or second-hand proofs are not receivable as evidence. 2. The opinions of witnesses are not receivable as evidence. 3. Res inter alios acta alteri nocere non debet: (See Best on Evidence; and Broom's Legal Maxims.)

In addition to *viva voce* discussion of one of the selected maxims or principles, each candidate will be examined *viva voce* in a common special subject, which on the present occasion will be Savigny on Possession, translated by Sir Erskine Perry, Books I. IV., and V.

N.B. It is requested that notice be given by candidates to the Regius Professor of Laws, at 34, Sidney-street, of their intention to appear at the examination, and of the question for discussion selected by each of them on or before Friday, the 15th Oct. The order in which they will be examined will be published on the door of the Law Schools a few days before the examination.

CORRESPONDENCE OF THE PROFESSION.

(NOTE.—This department of the LAW TIMES being open to free discussion on all professional topics, the Editor is not responsible for any opinions or statements contained in it.)

INFANT HEIRS OF INTESTATE MORTGAGEES AND TRUSTEES OF FREEHOLDS.—Cases have occurred in my practice, where the legal estate in a mortgaged property has devolved upon a minor, and an application to the Court of Chancery for an order to convey a vesting order has become necessary. Is it not desirable to avoid this expense? Another inconvenient case is this; the heir at law of a deceased mortgagee or trustee who dies intestate is a married woman, and when she conveys the legal estate, an Act of Parliament compels the commissioners to inquire of her (and to depose upon oath) whether she intends to give up her interest in the property without having "a provision made for her in lieu of, or in return for, or in consequence of, her so giving up her interest," the fact being that she has no interest at all, or at least no beneficial interest to give up. Is it not surprising that this provision (which must be obeyed to the very letter) should not have been repealed or modified long before this? I venture to suggest a remedy, in the shape of a short Act of Parliament, for the inconvenience first, and for correcting the gross absurdity secondly referred to, and the draft of such an Act I submit at foot for the consideration of your professional readers.

"Whereas" experience has shown that where mortgagees or trustees have died intestate, seized of freehold or copyhold lands or hereditaments, leaving an infant heir-at-law, or with respect to copyholds, an infant customary heir or heirs, inconvenience has arisen and considerable expense

has been incurred, in obtaining orders from the Court of Chancery to vest the legal estate in the mortgaged or trust premises in the mortgagor, assignee, new trustee, or otherwise, and in those cases where such heir-at-law has been a *feme covert* of full age, it has been necessary to make the transfer or conveyance by her of the mortgaged or trust estates, legal and effectual, that she should acknowledge the deed according to the provisions of the Act of Parliament for abolishing fines and recoveries, although the examination by the two commissioners of such *feme covert* required by the statute, is not strictly applicable to cases where the party has no beneficial interest in the premises:

"And whereas it is expedient to amend the law in these respects:

"Be it therefore enacted, &c., as follows:

"1. In all cases where a mortgagee or trustee shall after the passing of this Act die intestate, as to freehold lands or hereditaments in England or Wales, leaving an infant or *feme covert* his heir-at-law, the legal estate in such freehold lands and hereditaments shall immediately upon the death of such mortgagee or trustee, devolve upon and vest in his executor or executors who shall be competent, and is and are hereby authorised and empowered to transfer and convey or otherwise deal with the legal estate of, and in such freehold lands and hereditaments as fully and effectually to all intents and purposes, as if the same had been expressly devised to him or them by the will or codicil of the mortgagee or trustee aforesaid.

"2. Where such mortgagee or trustee shall, after the passing of this Act as aforesaid, die intestate as to copyhold lands or hereditaments in England or Wales, leaving an infant or infants or *feme covert* or *femes coverts*, his customary heir or heirs, such lands and hereditaments shall, immediately upon the death of such mortgagee or trustee, devolve upon and vest in his executor or executors, who shall be competent and is and are hereby authorised to surrender or otherwise deal with such copyhold lands and hereditaments as fully and effectually to all intents and purposes as if the same had been expressly devised to him, her, or them, in or by the will or codicil of the mortgagee or trustee aforesaid.

"3. Where such executor shall, at the time of such vesting as aforesaid, be or afterwards become a *feme covert*, such executor is hereby authorised and empowered to transfer and convey or otherwise deal with the legal estate of and in any freehold lands and hereditaments which shall devolve upon her under or by virtue of the provisions in this Act contained as fully and effectually to all intents and purposes as if she were a *feme sole*, and without making the acknowledgment required by the statute to be made by married women to render a conveyance by them effectual."

A. WADDINGTON.

Usk, 24th May, 1869.

[P.S. When I addressed the above letter to you I was not aware of the Bill brought in for the protection of the rights of married women, of which you gave an abstract in the LAW TIMES of last Saturday. It appears to effect one of my objects, namely, the enabling a married woman to convey as if she were a *feme sole*, and is, so far, very important.—May 31.]

SOLICITOR MAGISTRATES.—I have received an extract from the LAW TIMES of May 22, signed W. M., which requires a reply. With reference to the names mentioned in the extract, I find my own name as a magistrate for Hereford. I have been twice elected mayor of the city, and as such held the office of magistrate for the year of office and one year following, and I also hold the commission of the peace, and have done so for many years. In the extract I see the name of James Bedford, for Leominster. I happen to know Mr. Bedford, but he was not a solicitor—the solicitor at Leominster is John, not James. It is very usual to elect solicitors as mayors of boroughs.

JAMES JAY.

A CORRECTION.—In the letter of "W. M.," in the LAW TIMES, my name appears as a magistrate at Wakefield. This is an error. I am not, nor ever was, a magistrate. Perhaps the Directory, from which "W. M." states he has selected my name, may have fallen into an error from finding my name amongst the aldermen of the borough.

27th May 1869.

JOS. WAINWRIGHT.

NEW LAW COURTS.—Apropos of your article on this subject in your last number, I send you a copy of a plan prepared by the Incorporated Law Society, of which other copies may no doubt be readily obtained from the secretary. If any class of practitioners may be assumed to be good judges in the matter of practical convenience of site, it will be the London agents. I know of one firm which, having to look for fresh premises, decided to submit to a much higher rent in preference to placing either Holborn or the Strand between their offices and the law courts. Great stress has been laid on facility of access for "the public." One would

suppose the question was of the Zoological Gardens instead of the law courts. The only "public" whose convenience has to be consulted are the suitors, witnesses, and jurors. The mere sightseers are a nuisance, as everyone, whose fate compels him to attend Nisi Prius sittings too well knows.

THE CIVIL SERVICE.—May I ask if you or any of your correspondents can kindly inform me whether in the Civil Service there are any minor legal officials (e.g., as assistants to the solicitors to the Treasury or the Customs), in whom professional knowledge is required. And, if so, what may be their salaries and prospects of promotion; and what examination or limit of age is appointed? An answer to the above queries would greatly oblige.

OXONIAN.

NOTES AND QUERIES ON POINTS OF PRACTICE.

Queries.

26. **MORTGAGEES IN POSSESSION.**—Are mortgagees in possession justified in selling the mortgaged property under a power of sale, without fixing any reserved price? Would they be in any way liable to the mortgagor or his representatives for inadequacy of price; and if they were not in possession would it make any difference? I should be glad of any authorities.

B. D.

27. **LIABILITY OF ESTATE FOR DEBTS.**—A.B. has vested in her, in fee, certain freehold property. She dies, leaving her eldest son (C.D.) heir (E.F.) her surviving. C.D. having died during his mother's (A.B.) life, much involved, and the estate (in the absence of a will) going to the grandson (E.F.) seven years after his father's (C.D.) death, is the said estate liable to C.D.'s debts.

A SUBSCRIBER'S CLERK.

28. **VERBAL AGREEMENT—MARRIAGE—SETTLEMENT.**—A verbally agrees with B. that if B. will marry A., the latter will settle 500*l.* a year on B. They marry, and no settlement has been made. Can B. enforce the agreement?

W.

Answers.

(Q. 3.) **EQUITY OF REDEMPTION—MORTGAGE.**—If M. E. S. can, without much trouble, refer me to a case, in support of his reply to this query (which appeared in the *LAW TIMES* of the 15th May last, and which appears to me to be correct), he would oblige, as I have a similar case before me now.

A. L.

(Q. 30.) **COUNTY COURTS ACT 1867, s. 2.**—If A. can make the necessary affidavit on which to ground the issue of a summons, under sect. 2 of the County Courts Act 1867, viz., that D. is indebted to him for goods sold and delivered to D. and his partners, B. and C., and that such goods were sold and delivered to the said D., B. and C., to be dealt with in the way of their trade, he can issue a summons under that section. If a summons is wrongfully issued under the above section, the defendant cannot treat it as a nullity; neither can he object to the jurisdiction of the court, on the ground that the summons was wrongfully issued. But he can appear in court on the return day of the summons and defend the action without giving the six days' notice of intention to defend required by the section.

H. M.

(Q. 21.) **STATUTE OF LIMITATIONS.**—By 21 Jac. 1, c. 16, s. 3, all actions of debt on simple contract are limited to six years after the cause of action accrued; the cause of action in this case did not accrue until the delivery of the goods, therefore the value of the goods supplied within six years before the action is brought is recoverable.

B. D.

(Q. 25.) **ARTICLED CLERK.**—Yes. The section referred to allows assignment of articles of clerkship for one year only to the London agent of the attorney to whom the articulated clerk is bound.

B. D.

LAW SOCIETIES.

LAW STUDENTS' DEBATING SOCIETY.

At the meeting of this society, held on Tuesday evening in last week, at the Law Institution, Chancery-lane, Mr. Widdows in the chair, the question for discussion was, "Does the present Government deserve the confidence of the country?" which was opened by Mr. Turner. The society, after a three hours' meeting, decided the question in the negative, by a small majority.

SOLICITORS' BENEVOLENT ASSOCIATION.

At the usual monthly meeting of the board, held on Wednesday last, the 2nd inst., at the Law Institution, Chancery-lane, London, the following directors were present:—Mr. Thomas Harrison in the chair, Messrs. J. Clayton (Newcastle-upon-Tyne), E. Hedger, J. Kendall, Park Nelson, P. Rickman, Sidney Smith, J. T. Torr, and H. T. Young, Mr. Eiffe, secretary. Five new members were elected, and a sum of 15*l.* granted in relief.

PROMOTIONS & APPOINTMENTS

F. Bailey, Esq., of the Western Circuit, barrister-at-law, has been appointed by the Attorney-General Counsel to the Mint, at the Bristol sessions.

LAW LIBRARY.

A Manual of the Law relating to the office of Trustee, with an Appendix of Statutes, Forms, &c. By R. DENNY URLIN, Barrister-at-Law. Third edition. London: Sweet.

The very useful treatise, of which this is the third edition, made its first appearance in the columns of the *LAW TIMES*, where it was so much approved that the Profession requested its reproduction in the more accessible form of a book. With successive editions it has grown in bulk, as the law relating to trustees has been improved by successive reformers, and decisions have defined the duties and liabilities of an office which even thus improved still continues to be one of great peril, of vast responsibility, and of most thankless labour. In the discharge of it a better guide could not be found than this little volume by Mr. Umlin, which is written not for lawyers only, but in language that trustees may understand, and if his instructions be carefully observed the dangers that beset them will be largely diminished. We hope that a further and greater reform in the law of trusts and trustees will soon be made to require from Mr. Umlin yet another edition.

Doctors' Commons, its Courts and Registries, with a Treatise on Probate Court Business. By G. J. FOSTER, of the Courts of Probate and Divorce. London: Reeves and Co.

A THOROUGHLY practical book on the business of the Probate Court, by an officer who is thoroughly acquainted with it, and who has access to a multitude of useful precedents, which are collected, conveniently arranged, and occupy more than half of the volume. It is a concise statement of every step to be taken by the practitioner, from the will being brought to him to be proved, or instructions given for administration, to the final completion of the work, whether litigated or not, and the form to be used accompanies the instructions what to do, and how to do it.

THE GAZETTES.

Bankrupts.

Gazette, May 14.

To surrender at the Bankrupts' Court, Basinghall-street.

RUSSELL, JOHN, of no business, Fl-running-st, Kingland-rd. Pet. May 11. Reg. Rooba. O. A. Parkyn. Sol. Harrison, Basinghall-st. Sur. June 2.

Gazette, May 25.

To surrender at the Bankrupts' Court, Basinghall-street.

BARTON, THOMAS ARTHUR, baker, Reading. Pet. May 25. Reg. Rooba. O. A. Parkyn. Sol. Wilkinson and Howlett, Bedford-st, Covent-gdn. Sur. June 9.
BARWICK, WILLIAM HENRY, tailor, Adam-st east, Manchester. Pet. May 21. Reg. Rooba. O. A. Stansfeld. Sol. Hutchinson, Vauxhall-bridge-rd, Lambeth. Sur. June 9.
BLACKLEY, JAMES, retail clothier, Uxbridge. Pet. May 20. Reg. Brumham. O. A. Stansfeld. Sol. Barton and Drew, Fore-st. Sur. June 7.
CAMPELL, CHARLES BOWERBANK, late officer in the 3rd West Indian Regiment, Gosport. Pet. May 20. Reg. Rooba. O. A. Parkyn. Sur. June 16.
CLAYTON, RICHARD, carrier, Lower Thames-st. Pet. May 21. O. A. Stansfeld. Sur. June 16.
COLLIER, CHARLES, commission agent, St. Alban's. Pet. May 21. O. A. Stansfeld. Sol. Cooke, Graham-bldgs, Basinghall-st. Sur. June 9.
DEANE, GEORGE, greengrocer, Alma-rd. Blue Anchor-rd, Bermondsey. Pet. May 21. Reg. Peppys. O. A. Graham. Sol. Barton and Drew, Fore-st. Sur. June 10.
DOVER, HENRY JOHN, late builder, Upper Norwood. Pet. May 19. Reg. Rooba. O. A. Parkyn. Sur. June 16.
EDWARDS, WILLIAM RICHARD, registrar of births, Trinity-sq, Newington. Pet. May 21. O. A. Stansfeld. Sol. Gessauet, New Broad-st. Sur. June 7.
FIDGE, JAMES YEMAN, pork butcher, Croydon. Pet. May 21. O. A. Stansfeld. Sol. Jenkins, Tavistock-st, Covent-gdn. Sur. June 9.
FLORY, EDWARD THOMAS, bookseller, Gillingham. Pet. May 19. Reg. Peppys. O. A. Graham. Sur. June 11.
FORD, CHARLES JOSEPH, plumber, Wellington-st, and Clarence-pl, Deptford. Pet. May 21. O. A. Stansfeld. Sol. Barton and Drew, Fore-st. Sur. June 7.
GAIL, JOHN TEMPLETON, merchant, Ravensden-st, Queen's-row, Kennington. Pet. May 24. Reg. Brumham. O. A. Stansfeld. Sol. Harrison, Basinghall-st. Sur. June 16.
GILL, WILLIAM, shoemaker, Princess-rd, Notting-hill. Pet. May 20. O. A. Stansfeld. Sur. June 9.
GRANT, JAMES, formerly livery stable keeper, Drummond-st, Euston-sq. Pet. May 20. O. A. Stansfeld. Sur. June 9.
HATCHER, GEORGE, dealer in hay, Faversham. Pet. May 19. Reg. Peppys. O. A. Graham. Sur. June 11.
HAYNE, WILLIAM, shoemaker, Deptford. Pet. May 19. Reg. Peppys. O. A. Graham. Sur. June 11.
HOLDS, WILLIAM JOHN, grocer, Gillingham. Pet. May 19. O. A. Stansfeld. Sur. June 9.
HUBBARD, JAMES WALLIS, journeyman pianoforte maker, Patricio-sq, Cambridge-hill. Pet. May 24. Reg. Peppys. O. A. Graham. Sol. Kimberley, Scott's-yd, Bush-l. Sur. June 11.
HURST, CHARLES, builder, Gloucester-rd, Seven Sisters-rd. Pet. May 25. Reg. Peppys. O. A. Graham. Sol. Gostley, Bow-st, Covent-gdn. Sur. June 11.
JOHNSON, HENRY CHARLES ROSS, barrister-at-law, Paddington, and King's Bench-walk, Temple. Pet. May 25. O. A. Stansfeld. Sol. Lewis and Lewis, My-pl. Sur. June 16.
JOHNSON, JOHN, builder, Lambourn-rd, Clapham. Pet. May 21. Reg. Rooba. O. A. Parkyn. Sur. June 9.
KEMP, JAMES, victualler, Little Turgate-sq, Commercial-rd east, and brookmaker, High-st, Shadwell. Pet. May 24. Reg. Rooba. O. A. Parkyn. Sol. Kitchley, Ironmonger-l. Sur. June 9.
LARK, GEORGE, nurseryman, Hornham. Pet. May 21. O. A. Stansfeld. Sol. Smith, Paddow, and Co., Broad-st, and Lamb, Brighton. Sur. June 9.
MILLAR, HUGH, engine fitter, Woolwich. Pet. May 24. O. A. Stansfeld. Sol. Hurry, Basinghall-t. Sur. June 9.
MYERS, LEWIS HENRY, general dealer, Church-l, Whitechapel. Pet. May 21. O. A. Stansfeld. Sol. Barnett, New Broad-st. Sur. June 16.
PILCH, WILLIAM, victualler, Canterbury. Pet. May 19. O. A. Stansfeld. Sur. June 9.

PIPER, GEORGE THOMAS, stonemason, Upper Montague-st, Tredegar-sq, Bow-rd. Pet. May 14. Reg. Peppys. O. A. Graham. Sol. Austin, Coleman-st. Sur. June 9.
POOLE, THOMAS SAMUEL, saw millman, Sney-cumsey and Billingsgate-markets. Pet. May 24. Reg. Peppys. O. A. Graham. Sol. Hicks, Francis-ter. Sur. June 11.
POPHAM, FRANCIS JAMES CHARLES, attorney, Theobald's-st, and 21, Duncannon-st, Sur. June 9.
O. A. Parkyn. Sol. Webster, Basinghall-st. Sur. June 9.
PORTER, JOHN, carver, Lisson-grove, Paddington. Pet. May 21. Reg. Peppys. O. A. Graham. Sol. Tiley, Finsbury-pavement. Sur. June 11.
PREVOST, ROBERT KRENNER, victualler, High-st, Stepney. Pet. May 24. Reg. Peppys. O. A. Graham. Sol. Bryant, Winchester-house, Old Broad-st. Sur. June 11.
RAMSEY, HERBERT, journeyman mill carpenter, Northfield. Pet. May 21. Reg. Peppys. O. A. Graham. Sol. Edwards, Bush-l, Cannon-st. Sur. June 9.
RUMP, WILLIAM ELDON, greengrocer, Woodchester-st, Harrow-rd, Paddington. Pet. May 22. O. A. Stansfeld. Sol. Fox and Robinson, Graham-house, Old Broad-st. Sur. June 9.
SAVORY, JAMES, coal merchant, Over-st, Union-st, Borough. Pet. May 19. Reg. Peppys. O. A. Graham. Sur. June 11.
SOUTHEY, ROBERT WILLIAM, lighterman, Green-lane, Stoke Newington. Pet. May 24. Reg. Rooba. O. A. Parkyn. Sol. Davis, Rolt's-chamber-l, Chancery-l. Sur. June 9.
STEVENS, JOHN ROBERT, bookbinder, Old Kent-rd. Pet. May 19. Reg. Peppys. O. A. Graham. Sur. June 11.
TAYLOR, ALFRED CHARLES, commercial traveler, Grange-rd, east, Devon. Pet. May 21. Reg. Rooba. O. A. Parkyn. Sol. Morris, Green-rd, hall-ct, Putney. Sur. June 9.
THURMAN, JAMES, waiter, 10, White-church-st, Putney. Pet. May 13. Reg. Peppys. O. A. Graham. Sur. June 11.
TWISS, JOHN, carriage dealer, Abbey-st, Bermondsey. Pet. May 24. Reg. Rooba. O. A. Parkyn. Sol. Cooke, Graham-bldgs, Goldsmith-rd, Sur. June 16.
WELLS, HENRIETTA DAVIES, timber merchant, Lower-rd, Deptford. Pet. May 21. O. A. Stansfeld. Sol. Goldring, Lincoln's-inn-flds. Sur. June 16.
WESTGATE, JAMES, and NEWMAN, HENRY, coal merchants, 8, St. John's-lane, May 11. O. A. Stansfeld. Sol. Smith, Paddow, and Co., Broad-st, Lamb, Brighton. Sur. June 16.
WHELAN, HENRY OWEN, agent to a life assurance society, Great Farm wh. Pet. May 19. O. A. Stansfeld. Sur. June 16.
WILSON, ANDREW, formerly a survivor, Chapel-rd, Berley-bath. Pet. May 21. Reg. Rooba. O. A. Parkyn. Sol. Neal, Finsbury-hall, Old Broad-st. Sur. June 16.

To surrender in the Country.

ALLEY, ALFRED, carpenter, Rochester. Pet. May 19. Reg. O. A. Acworth. Sur. June 11.
BARR, JAMES, tailor, Swansea. Pet. May 4. Reg. O. A. Morris. Sol. Morris, Swansea. Sur. June 9.
BAGNALL, CHARLES, painter, Burton-upon-Trent. Pet. May 24. Reg. O. A. Hubbersty. Sol. Farke, Burton-upon-Trent. Sur. June 9.
BALSHAW, PARS, smallware dealer, Manchester. Pet. May 24. Reg. O. A. Parkyn. Sol. Hogg, Manchester. Sur. June 9.
BELL, JOHN, watchmaker, Richmond. Pet. May 24. Reg. O. A. Tople, Leyburn. Sur. June 11.
BELL, RICHARD, saddler, Whitehaven. Pet. May 24. Reg. O. A. Ware. Sol. Webster, Whitehaven. Sur. June 9.
BRAMWORTH, WILLIAM, ropemaker, Doncaster. Pet. May 24. Reg. O. A. Shirley. Sol. Woodhead, Doncaster. Sur. June 9.
BUCKNOLL, SAMUEL SMITH, tailor, Brulon. Pet. May 24. Reg. O. A. Westler. Sol. Balch, Bruton. Sur. June 13.
BURNLEY, ISAAC, out of business, Sunderland. Pet. May 24. Reg. O. A. Laidman. Sol. Bonfield, Newcastle. Sur. June 11.
BURTON, EDWARD GOODER, butcher, Healey, near Sheffield. Pet. May 15. Reg. O. A. Waks and Rodgers. Sol. Mann. Binsy, Sheffield. Sur. June 9.
CARTER, WILLIAM JOHN, painter, Southampton. Pet. May 15. Reg. O. A. Thorndyke. Sol. Mackay, Southampton. Sur. June 9.
COATES, HENRY, commission agent, Manchester. Pet. May 14. Reg. Parfoll. O. A. McNeill. Sur. June 8.
COLLIER, JOHN, farmer, Lower Stoke, Pet. May 24. Reg. O. A. Acworth. Sol. Hayward, Rochester. Sur. June 11.
COFF, WILLIAM, builder, Pitton. Pet. May 25. Sol. Benckert, Barnstable. Sur. June 13.
COUSINS, FREDERICK GILBERT, farmer, West Marham. Pet. May 24. Reg. O. A. Newton. Sol. Besenby, East Bedford. Sur. June 9.
COX, WILLIAM JOHN, hop merchant, Swansea. Pet. May 12. Reg. O. A. Morris. Sol. Clifton, Swansea. Sur. June 9.
DALY, JOHN, provision merchant, Manchester. Pet. May 24. Reg. O. A. Kay. Sol. Richardson, Manchester. Sur. June 9.
DAVIES, EDWARD, beer-seller, Oswestry. Pet. May 8. Reg. O. A. Croxon. Sol. Bull, Oswestry. Sur. June 13.
DAVIS, JOHN, victualler, Bristol. Pet. May 17. Reg. Wilde. Sol. A. A. Benson, 2, St. James's-st, London. Sur. June 7.
EDGAR, JOHN, draper, Merthyr Tydfil. Pet. May 24. Reg. Wilde. O. A. A. A. Benson. Sol. Benson and Elkett, Bristol. Sur. June 7.
EDWARDS, ALBERT, tint grinder, Stoke-upon-Trent. Pet. May 24. Reg. O. A. Keary. Sol. Ward, Longton. Sur. June 13.
FEARNSIDE, ALFRED, cabinet maker, Norwich. Pet. May 17. Reg. O. A. Palmer. Sol. Stanley, Norwich. Sur. June 9.
FITZALL, GEORGE, cow-keeper, Napechetter. Pet. May 25. Reg. O. A. Minter. Sol. Richards, Napechetter. Sur. June 9.
FRANKS, JOHN, butcher, Norwich. Pet. May 17. Reg. O. A. Palmer. Sur. June 9.
FURBER, JOHN, bootmaker, Stricklandgate. Pet. May 21. Reg. O. A. Wilson. Sol. Thompson, Kendal. Sur. June 7.
GILL, GEORGE, cabinet maker, Brixton. Pet. May 24. Reg. O. A. Walker. Sol. Stokes, Dudley. Sur. June 9.
GILLIBRAND, THOMAS, out of business, Bolton. Pet. May 24. Reg. O. A. Holden. Sol. Hall and Batten, Bolton. Sur. June 9.
GLENDHILL, SAMUEL, time-keeper, Idle, near Leeds. Pet. May 24. Reg. O. A. Robinson. Sol. Nettleton, Wakefield. Sur. June 11.
GRIVENOR, WILLIAM, gardener, Great Crosby, near Liverpool. Pet. May 24. Reg. O. A. Hine. Sol. Ritz, Liverpool. Sur. June 9.
GRIGG, JOHN, millwright, Manor-ber. Pet. May 24. Reg. O. A. Lanning. Sol. Bulm, Farnborough. Sur. June 11.
HACK, J. W. N. jun., saddler, High Wycombe. Pet. May 24. Reg. O. A. Parkyn. Sol. Clarke, High Wycombe. Sur. June 9.
HALL, HUGH, wine merchant, Watnitch. Pet. May 17. O. A. Turner. Sur. June 10.
HARRIS, JOHN, cordwainer, Woburn. Pet. May 24. Reg. O. A. Brown. Sol. Simcoe, Woburn. Sur. June 14.
HARRISON, MILES, mason, Highgate, Kendal. Pet. May 25. Reg. O. A. Wilson. Sol. Thompson, Kendal. Sur. June 9.
HIGGS, JAMES, dairyman, Brighton. Pet. Mar. 24. Reg. O. A. Everard. Sol. Lamb, Brighton. Sur. June 13.
HILL, GEORGE, cabinet maker, Halifax. Pet. May 27. O. A. Young. Sol. Storey, Halifax, and Simpson, Leeds. Sur. June 14.
HORNBY, HENRY, whitesmith, Louth. Pet. May 22. Reg. O. A. Walte. Sol. Hyde, jun., Louth. Sur. June 8.
HUTCHINGS, LIDBAY, grocer, Liverpool. Pet. May 13. O. A. Turner. Sur. June 10.
INGHAM, GEORGE, shuttle maker, Burnley. Pet. May 20. Reg. O. A. Hartley. Sol. Backhouse and Whittam, Burnley. Sur. June 7.
INVER, WILLIAM, manufacturer, Belthorn, and Great Harwood. Pet. May 24. Reg. Macrae. O. A. McNeill. Sol. Grundy and Coulson, Manchester. Sur. June 10.
JACOBS, SUSAN, jun., spinster, milliner, Plymouth. Pet. May 25. Reg. O. A. Pearce. Sol. Messrs. Edmonds, Plymouth. Sur. June 9.
JACKSON, WILLIAM, corn factor, Leeds. Pet. May 25. O. A. Young. Sol. Tempest, Leeds. Sur. June 14.
JOHNSON, PETER, mariner, Swansea. Pet. May 24. Reg. Wilde. O. A. A. A. Benson. Sol. Simons and Morris, Swansea, and Becking-hur. Sur. June 10.
JONES, LEWIS PHILLIP, manager, Tynan, Northyr. Pet. May 24. Reg. Wilde. O. A. A. A. Benson. Sol. Beckingham, Bristol. Sur. June 10.
KEMP, J. H. N., saddler, Newington, near Sittingbourne. Pet. May 24. Reg. O. A. Hills. Sol. Barton, Fore-st, London. Sur. June 9.
KNAPP, WILLIAM, grocer, Swindon. Pet. May 11. Reg. Wilde. O. A. A. A. Benson. Sol. Henderson and Salmon, Bristol. Sur. June 9.
LEWIS, DICKINSON, innkeeper, Winterton. Pet. May 24. O. A. Young. Sol. Summers, Hull. Sur. June 9.
MARKS, JAMES, innkeeper, Exeter. Pet. May 24. O. A. Carrick. Sol. Rogers and Rogers, Exeter. Sur. June 7.

STOTT, JAMES TAYLOR, furniture broker, Rochdale. Pet. May 28.
REG. & O. A. Jackson. Sol. Harris, Rochdale. Pet. June 18
TASKER, WILLIAM, dealer in furniture, Leeds. Pet. May 26.
REG. & O. A. Marshall. Sol. Harlo, Leeds. Pet. June 14
WADKINS, ROBERT, Northwich. Pet. May 17. REG. & O. A.
Turner. Sol. June 14
WALKER, ISAAC, business, Bradford. Pet. May 27. O. A.
Turner. Sol. Stone and Bartley, Liverpool. Sol. June 11
WARBURTON, ROBERT, out of business, Newcastle-upon-Tyne
Pet. May 26. REG. & O. A. Clayton. Sol. Hoyle, Shipley, and
Hoyle, Newcastle-upon-Tyne. Sol. June 15
WARD, JOHN, coal merchant, Walsol. Pet. May 29. Reg. Fardell.
O. A. McNeill. Sol. Hall and Rutter, Bolton. Sol. June 15
WARNER, JOHN, coal merchant, Winslow. Pet. May 23. REG.
& O. A. Hearn. Sol. Clark, Aylesbury. Sol. June 14
WILLIAMS, DAVID, and WILLIAMS, ALFRED, soda water manu-
facturers, Aberystwyth. Pet. May 23. REG. & O. A. Morgan. Sol.
Thomas, Neath. Sol. June 14
WILLIAMS, WILLIAM, currier, Camborne. Pet. May 23. REG.
& O. A. Peter. Sol. Holloway, Redruth. Sol. June 15
WILLIAMS, HENRY, mining engineer, Swans-a. Pet. May 13
REG. & O. A. Ryan. Sol. B. L. Jones, B. L. Jones, Sol. June 11
WRIGHT, MARTHA, shopkeeper, East Retford. Pet. May 26.
REG. & O. A. Newton. Sol. Exam, East Retford. Sol. June 15

Robinson, provision merchant, Gateshead; and J. Brough, miller
Sunderland.

BALDWIN, ALEXANDER IRON, esq., Sandringham-gardens, Ealing.
April 29. 5s., 2s., 6d. In 12 mos. and 2s. 6d. in 18 mos

BALL, WILLIAM HENRY BOLTON, clerk to an insurance company,
Stepney-green, Stepney. April 16. 10s. 11d., by instalments,
25 and 25 shillings each yearly instalment, and remainder
Trust. T. Lloyd, painter, Three King-st, Lombard-st.

BLAIRIES, WILLIAM, worsted spinner, Bradford. April 7. Trusts. J.
Milner, J. Berwick, and J. Hall, woollstaplers, all of Bradford

BROOKS, WILLIAM, gentleman, Cookham, and Maidenhead. May
11. By instalment, £100, and 10s. 6d. secured, and remainder
6 mos after the death of his wife. Trusts. T. Brooks, Esq., East
Moulsey; H. P. Burrows, brewer, S. Plumbe, doctor of medicine,
and G. Bennett, linen draper, all of Maidenhead

BROWN, WILLIAM, ironmonger, Walsall. March 21. Trusts. J.
R. Wilkinson, Esq., Sunderland

CARTER, ALFRED, carver, Westgate. April 23. 3s. 6d. by two in-
stalments of 2s. 6d. and 1s. at 3 and 6 mos, and 1s. 6d. at 6 mos

CLERC, LEON CHARLES FRANCOIS, distiller of oils, Commercial-st,
London. April 23. 10s. 6d. by three equal instalments, and remainder
at four equal instalments, on Sept. 1, and Jan. 1.

CORDEROY, JOHN, EASTLY, JOHN, and CORDEROY, JOHN KITTE,
merchants, Tooley-st, Southwark. May 25. Inspectors—W.
Hardner, provision broker, and H. Honey, accountant, both
of London.

DAWNER, WILLIAM, and MONGER, CHARLES, grocers, Brighton.
April 27. Trusts. J. Dummett, wholesale tea dealer, Eastcheap,
and M. Willis, wholesale grocer, Brighton

DYSON, SAMUEL WILLIAMS, tea dealer, Liverpool. April 30. 6d.
in 1 mo

FRASER, JAMES, grocer, Heywood. May 13. 5s. 6d. by two instal-
ments of 3s. and 2s. 6d. in 14 days and 3 mos.—secured

GREAT, FRANK, ESQ., and GREAT, CHARLES, jun., tailors, Great
Portland-st, and Nelson. May 25. 6s. by three equal instalments
in 14 days, on July 31, and Sept. 30

GODDEN, JOHN, ironmonger, South Norwood. May 1. 5s. by three
instalments of 1s., 2s., and 2s. in 14 days and 3 and 6 mos

HARRISON, JOHN, and GOSBOLD, THOMAS TAPLIN, clothier,
perfunctor, Newgate-st. May 13. 2s. in 7 days

HAWLEY, JOHN JAMES, rope manufacturer, Walsall. May 4. 10s.
by three instalments of 5s., 2s. 6d., and 2s. 6d., at 3, 6, and 12 mos,
—secured. Trusts. H. Winstanley, hemp dealer, Mark-la, and S.
M. Winstanley, maker, Ware, Hertfordshire

HEMMENT, LAYTON JOHN, tailor, Crooked-l, King William-st,
May 21. In full in 6 mos

HILL, JOHN BINSINGTON, and HILL, WILLIAM, stuff manufac-
turers, Lyceum, Birmingham. April 29. Trusts. D. Sowden, machine
maker, and A. Aspin, woollstapler, both Bradford

HORTON, HENRY, grocer, Croydon. May 14. 5s. by three equal
instalments, in 2, 4, and 6 mos,—secured

HUNTER, SAMUEL, late draper, Ashford. April 23. 11s.—5s.
on 10 days, and 6s. and 8 mos from April 8,—secured. Trusts.
A. Going, widow, Dover

HUNTLEY, JOHN JOLLEY, watchmaker, Barnsley. April 30. 6s.
by four equal instalments, in 3, 6, 9, and 12 mos,—secured

JAMAN, DANIEL, dalmayman, John-st, Pembroke-dock. May 19.
In full in 6 mos

JOHN, THOMAS, shipwright, Cross-pk, South Norwood. May 20.
2s. 6d. on July 20. Trust. R. H. Mathias, Queen-st-east, Pem-
brock-dock

KING, GEORGE, dealer in fancy goods, Aylesbury-st, Clerkenwell.
May 20. 4s. by two equal instalments, in 10 days and 3 mos,—
secured

LINCOLN, ROBERT, provision dealer, Newcastle. May 23. 4s. by
three equal instalments, in 3, 6, and 9 mos,—secured. Trust. T.
Kirk, ironmonger, Newcastle

MURCH, WILLIAM, veterinary surgeon, Mableton-pl, Burton-
rescend. May 24. In full by three equal instalments, in 2, 8,
and 14 mos

NORTH, EDWARD, builder, Croydon. May 6. 10s. in 2 weeks

Trusts. H. Hammond and C. Parrott, ironmongers, Croydon

ORTON, ROBERT, painter, Portsmouth. May 24. 5s. in 14 days
and 2 mos,—secured. Trust. F. H. Nance, accountant, Portsea-

PARKER, WILLIAM BROWN, oilman, Queen's-rd, Notting-hill.

PERKIN, JOHN ANILEY, and PERKIN, CHARLES ALFRED,
engineers, Phoenix-works, Stepney. April 21. 2s. by four equal
instalments, in 4, 8, 12, and 16 mos

PHILIPPS, GEORGE, farmer, and researcher, in Colchester. April 23.
Trust. G. Phillips, farmer, Lexden, in Colchester

PRITCHARD, JOHN, farmer, Goring. April 17. 9s. by three equal
instalments, on June 1, Oct. 1, Dec. 1. Trust. T. Pritchard,
farmer, Woodhill-park, Wootton Bassett

REDFERN, THOMAS, brewer, and REDFERN, and TWINC, JOHN,
brewers, Windsor. April 23. Trusts. T. Wheeler, brewer, High
Wycombe, and H. P. Dowson, maltster, Reading

ROBERTS, PETER, builder, Northampton. May 5. Trusts. W.
Hamber merchant, Northampton, and T. J. Atkins, farmer,
Buttock, South

RUSSELL, CHRISTOPHER, grocer, Liverpool. May 20. 2s. 6d. by
two equal instalments, at 1 and 2 mcs

SHAW, ALBERT, shoemaker, Halifax. April 29. Trusts. T. D.
Wilson, linen draper, and R. W. Parkin, ironmonger, both
Halifax

SMITH, GEORGE HENRY, grocer, Birmingham. May 5. Trust. W.
Bate, wine merchant, Birmingham

SOUTH, JAMES, pianoforte-maker, Bryan-st, Caledonian-rd. May
19. 10s. by three equal instalments, on Oct. 19, 1893; 2s. on Feb. 19,
and 10d. on May 19, 1870

STRANGE, FREDERICK, manager to a public company, York-rd,
Regent's-pk. April 3. Trust. R. E. Tyler, architect, Little Queen

TEBBETT, WILLIAM, plumber, Church Gresley. April 28. 5s. in 24 days.
WALLERS, THOMAS LEDWARD, draper, Burslem. April 30. Trusts. A. Collinson, and F. Taylor, merchants, Manchester.
WATKINSON, JOHN, perambulator maker, Hull. April 30. 5s. by four instalments of 2s., 2s., 1s., and 1s., in 1, 3, 5, and 14 mos.—secured.
WESTON, JOHN HENRY, chandeller, manufacturer, Kennington-rd Lambeth. May 2. In full on May 25, 1871.
WHITAKER, JOHN SPIRIT, staff dealer, Halifax. April 24. 10s. by three equal instalments on June 24, Sept. 24, Dec. 24.—secured.
WHITWORTH, GEORGE WILLIAM, and **GRAHAM, THOMAS**, hop merchants, High st, Southwark. April 9. 5s. 6d. in 1 mo. Assigns. C. O. Noakes, hop factor, and J. Green, hop factor, both Southwark-st, Southwark.
WOOD, DAVID, grocer, Walsall. April 27. Trust. T. Caloe, miller, Walsall.
WOOLACOTT, FREDERICK CHAFFELL, printer, Stanton-tar, King's-cross. April 8. In full.

Gazette, June 1.

BATES, ROBERT, builder, South Shields. April 28. Trusts. J. L. Hall, J. A. Somerset, W. Wylie, W. Anderson, and J. Bruce, all of South Shields.
BATTY, KILNER, yarn spinner, Dalton. May 3. Trusts. W. Lawton, bank manager; W. H. Dyson, cotton waste dealer; and J. Sutcliffe, woollen waste dealer, all Huddersfield.
BEAUMONT, SAMUEL, manufacturer, Holthead, near Slathwaite. May 2. Trusts. J. Marsden, master manufacturer, Marsden, and E. North, wool dealer, Dewsbury.
BURBURY, JOSEPH, butcher, Birmingham. May 21. 5s. by two equal instalments, in 31 days and 12 mos from registration.—last secured.
BURKE, EDWARD, dealer in china, Upper-st, Islington. April 30. In full, by sixteen monthly instalments of 1s. 3d., first on June 1.
BUSWELL, ROBERT, seed merchant, Fowkes-bldg, Great Tower-st. May 6. Trusts. Buswell, widow, Duffield; E. Barton, Fowkes-bldg, Great Tower-st; F. Pary, merchant, Mack-la; and E. Waterhouse, accountant, Gresham-st.
CHAMBERS, ROBERT, grocer, Oswaldtwistle. May 5. Trust. P. Turner, accountant, Blackburn. Bradford. April 27. 12s. by three equal instalments, in 4, 8, and 18 mos from April 19.—last guaranteed. Trusts. T. Barber, gentleman, Bradford; T. Crabtree, wool buyer, Ilkley; J. Craven, manufacturer, Keighley; and H. Pawson, cashier, Bradford.
CUTLER, MARK, ironing agent, Clydesdale-villa, Clapton. May 27. 1s. on May 25, 1870.
DICKINSON, JOHN, grocer, Blackburn. May 4. 2s. on June 1. Trust. J. Arkwright, accountant, Blackburn.
DUNFORD, GEORGE, bootmaker, Upavon. May 6. Trust. S. Reynolds, carrier, Derisley.
FORGE, JOHN, druggist, Great Driffield. May 4. Trust. T. G. Marshall, bank agent, Great Driffield.
FRENCH, HENRY THEOPHILUS, and **METCALFE, FRANK**, ROBERT, warehousemen, Salmonia. April 27. Trusts. A. Murry, Cannon-st, and J. Udall, Bulst, both warehousemen.
GOODMAN, WILLIAM, and **GOODMAN, JOHN SYLVESTER**, builders, Newport. May 10. 5s.—2s. on June 8, and 2s. on Aug. 8.—secured. Trusts. C. Protheroe, carpenter, and E. Graham, assayer, both Newport.
GREGORY, WILLIAM, machinist, Manchester. April 19. Trust. J. Barton, accountant, Manchester.
HAMER, JOHN, manufacturer, Manchester. May 14. 12s. 4d. by four equal instalments, in 4, 8, 12, and 18 mos.—last secured. Trusts. C. P. Weber, merchant, and J. Knowles, wholesale grocer, both of Manchester.
HAMILTON, CHARLES GEORGE ARCHAIDAL, cornet in Her Majesty's Army, Cox's Hotel, Jermyn-st. April 30. Trust. G. Bubb, librarian, New Bond-st.
HARRISON, JOSEPH, watchmaker, Salford. May 3. 2s. 6d. on Aug. 1.
HITCHON, JOSEPH, cotton waste spinner, Ramebottom. May 18. 2s. by two equal instalments, in 2 and 4 mos.—secured.
HOLT, SAMUEL, schoolmaster, Newton Heath. May 19. 2s. in 14 days.
HOLT, THOMAS, and **HOLT, CHARLES**, cotton spinners, Summer-sest. May 4. Trusts. T. Isherwood, waste dealer, Heywood; H. Horne, waste dealer, Ramsbottom, and G. Pilkington, cotton spinner, Crawshaw Booth.
HORSCHROFT, HENRY, grocer, Brighton. May 10. Trusts. J. Lynn, provision merchant, Brighton, and H. Moore, provision merchant, Lewes.
HUGHES, RICHARD JAMES, tutor, Newark-upon-Trent. April 17. 3d. in every five years. Trusts. J. H. Standen, tailor, and J. H. Turner, accountant, both Oxford.
HURFORD, JAMES, carpenter, Weston-super-Mare. May 18. Trust. T. J. Matthias, ironmonger, Weston-super-Mare.
JONES, JAMES, tailor, Treowry. May 14. 5s. by three equal instalments, in 3, 6, and 12 mos from registration.—secured. Trusts. E. Rees, grocer, Treowry, and G. C. Sutton, accountant, Pontypridd.
JONES, ELIZABETH, widow, innkeeper, Flint. May 21. 5s. by two equal instalments on Aug. 21, and Nov. 21.—secured. Trusts. J. Selme, brewer, Wrexham, and E. Jones, farmer, Carrogty.
LEVER, GEORGE, watch manufacturer, Dalton-le-Weald. May 24. Trusts. G. W. Pickering, gold chain maker, Perceval-st, Clerkenwell, and J. Saunders, watch manufacturer, Southampton-row, Holborn.
LITTLE, RICHARD, watch manufacturer, Low Moor. May 5. Trusts. W. Wilson, spinner, Low Moor; J. Stott, cotton spinner, Brighouse, and J. Myers, cotton warp agent, Low Moor.
LLOYD, THOMAS, grocer, Tonfale. April 28. Trusts. D. Lougher, jun., miller, and J. Evans, provision merchant, both Pontypridd.
MOTT, WILLIAM HOWARD, builder, Upper Norwood. May 14. Trusts. T. Sheath, timber merchant, Wenlock-rd, and C. Pawley, builder, Sydenham.
MUSKER, JAMES, licensed victualler, Everton, Liverpool. May 27. 5s. in 21 days.
NICKOLL, JOHN JAMES, solicitor, Lower Thames-st. May 20. 5s. by two equal instalments, 2s. 6d. on Dec. 1, and 2s. 6d. on June 1.
PASCHEN, FREDERICK WILLIAM, Manchester; **DITTMER, ADALBERT**, Mexico; **PASCHEN, CONRAD GUSTAV**, Schwerin, all merchants. May 17. 2s. 6d. in 14 days, making 7s. Trusts. F. Spencer, and E. Dehus, merchants, Manchester; W. B. Prols-war, manufacturer, Sale, in Switland; F. Diergardt, manufacturer, Viernot; F. H. H. Wessmann, merchant, J. H. Martens, gentleman, both Hamburg; and S. Schumann, commission agent, Glasgow.
PICARD, JOSEPH, merchant, Falcon-st, and Church-rd, Islington. May 28. 2s. 6d. in 6 mos.
RAY, R. CLEMENT WILLIAM ALOYSIUS, accountant, Basinghall-st, and South Norwood. May 24. 1s. in 3 mos.
ROBERTSON, MALCOLM, clothier, Bristol. May 4. Trust. R. J. Crook, linen merchant, and J. W. Langdon, woollen merchant, both of Bristol.
SARGANT, ISABELLA, baker, Manchester. May 24. 4s. by two equal instalments, first in cash, and second in 7 days from registration.
SOMERS, WALTER, from master, Halesowen. May 6. 7s. 6d. on 4 mos from May 20. Trust. S. Dickinson, mineral broker, Wolverhampton.
SWAIN, GEORGE, and **HEILBORN, FRANK**, jewellers, Birmingham. May 5. 10s. by instalments of 5s., 2s. 6d., and 2s. 6d., in 6, 12, and 18 mos from registration.—secured. Trusts. W. J. Cooper, stone dealer, and M. Lewenstein, jeweller, both Birmingham.
SYKES, SIMON PETER, ship chandler, North Shields. April 28. Trust. J. Berkley, baker, North Shields.
TALBOT, JOHN FLETCHER, butcher, Warwick. May 1. Trusts. A. E. Wenham, accountant, Birmingham, and G. Bullivant, farmer, Wotton.
TRUNDLE, FREDERICK FISHER, corn merchant, Preston. May 28. 5s. on June 1. Trust. T. W. Read, public accountant, Liverpool.
WATSON, THOMAS, draper, Allenheda. May 2. Trusts. G. Manley, corn merchant, Bishop Auckland, and C. Cain, draper, Darlington.
YOUNG, JOHN, joiner, Huddersfield. April 27. Trusts. T. Helm, timber merchant, and G. S. Schofield, whitesmith, both Huddersfield.

MARAVILLA COCOA FOR BREAKFAST—The cocoa (or cacao) of Maravilla is the true Theobroma of Linnaeus.—The Globe says: "Taylor Brothers' Maravilla Cocoa has achieved a thorough success, and supercedes every other cocoa in the market. For homeopaths and invalids we could not recommend a more agreeable or valuable beverage." Sold, in packets only, by all grocers.

BIRTHS, MARRIAGES, AND DEATHS.

BIRTHS.

ALDERMAN.—On the 29th ult., at Lincoln Villa, Western-road, Ealing, the wife of Thomas H. Alderton, solicitor, 97, Edgware-road, of a son.
DRAKE.—On the 9th ult., at Port Antonio, Jamaica, the wife of Henry Drake, Esq., District Judge, of a daughter.
DUCKWORTH.—On the 30th ult., at 35, Brynston-square, the wife of Herbert Duckworth, Esq., barrister-at-law, of a daughter.

MARRIAGES.

EVANS-PATE.—On the 24th ult., at St. Mary's, Ely, by the Rev. S. Smith, vicar, William Johnson Evans, of Ely, solicitor, son of Hurth Robert Evans, Esq., to Ellen Maria, only daughter of William Pate, Esq. of the same place.

GLASCOCK.—On the 1st inst., at St. Martin's Church, Stamford, by the Rev. E. D. C. Wynn, B.A., assisted by the Rev. C. J. Dyer, M.A., Charles Henry Glascock, Esq., solicitor, 1, St. John's-street, Bedford-row, London, to Elizabeth Helen, only daughter of W. Higgs, Esq., of the Nuns, Stamford.

HURTON-HICK.—On the 1st inst., at St. Martin's Church, York-shire, by the Rev. J. W. Hick, rector of Byers-Green, assisted by the Rev. J. Brookbank, vicar of the parish, Charles Hurton, Esq., of Richmond, Yorkshire, to Eleanor Jane, elder daughter of the late Henry Hick, Esq., of Stokesley, Yorkshire. At the same time and place—

PARKER-HICK.—Francis Parker, Esq., Acorn Bank, Westmorland, to Mary Elliott, younger daughter of the late Henry Hick, Esq., of Stokesley, Yorkshire.

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To Readers and Correspondents.

All anonymous communications are invariably rejected. Advertisements must reach the office not later than five o'clock on Thursday afternoon.

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THE Law and the Lawyers.

It is understood that the Government intend to introduce a Bill to disfranchise the freemen of Dublin. The writ will, in the mean time, be suspended.

MR. RAIKES will on the 29th inst. call attention to the present state of the law affecting agents guilty of corrupt practices at Parliamentary elections; and move a resolution on the subject.

THE attempt to establish a Legal Co-operative Supply Association has proved a failure. The company which recently embraced the clerical and medical professions will, we understand, be shortly wound-up.

THE "fancy bread" question has been decided. A loaf is not exempt from obligation of weight by reason only of its being baked separately, and not in batches.

A DEPUTATION of Judges of County Courts, consisting of Mr. Sergeant WHEELER, Mr. FURNER, Mr. DASENT, Mr. WHIGHAM, Mr. ELLIS, Mr. TAGGART, Mr. HENRY J. STONOR, and Mr. WELFORD, had an interview with the CHANCELLOR of the EXCHEQUER, in Downing-street, on Thursday last week, on the subject of the Bankruptcy Bill. The deputation was introduced by Mr. HIBBERT, M.P. for Oldham, and was accompanied by Mr. GEORGE DIXON, M.P. for Birmingham; Lord BARRINGTON, M.P. for Eye; Mr. PLATT, M.P. for Oldham; Mr. GRAVES, M.P. for Liverpool; Mr. J. HINDEPALMER, M.P. for Lincoln; Mr. LANCASTER, M.P. for Wigan; Mr. RATHBONE, M.P. for Liverpool; Mr. R. ASHETON-CROSS, M.P. for Lancashire; Mr. SHAW, M.P. for Burnley; Mr. J. M. HENNIKER-MAJOR, M.P. for East Suffolk; Mr. NORWOOD, M.P. for Hull; Mr. CRAFTURD, M.P. for Ayr; the Right Hon. T. HEADLAM, M.P. for Newcastle-on-Tyne; Mr. DODDS, M.P. for Stockton-on-Tees. The principal object of the deputation was to obtain an increase of the salaries now paid to the Judges, an object which we have already advocated in these columns. There were other matters mentioned which we shall notice next week.

THE Government has, we believe, determined that for the future the Statutes shall be printed in the form of a small folio, and in no other shape. The size and shape thus adopted will give to them a respectable aspect in the library, and will be pleasant enough for reading or reference upon the desk; but it will be very inconvenient for the bag and for carrying upon the circuits, where the greatest quantity of information is required to be packed in the smallest possible space. May not the question be raised whether, according to the recent decision, folio volumes of the Statutes are properly passengers' "luggage?" Might they not come within the cited definition of luggage as "something of more weight than value?"

A SHORT debate in the House of Commons last week, caused by a motion of Mr. HADFIELD, condemnatory of the Commission for the Re-

vision of the Statute Law, because it has cost so much and done so little, elicited from the Government the fact that considerable progress has been made in the work of preparing a new and corrected edition of the Statutes, omitting all that has been repealed. The first volume of this useful work is already in the press, and will be issued in a few weeks, and the rest will follow in rapid succession. A general index to all the statute law now in force is also completed, and will be published forthwith. These are pleasant assurances that the 80,000*l.* stated to have been already expended by the Commission has not been altogether wasted. It has produced some fruit, though we must confess it to be somewhat costly.

MR. LOWE has addressed a letter to the newspapers to explain how it is that he proposes to call upon the taxpayers for five quarters in one year, and yet that they will pay no more in the whole than otherwise they would have paid. We confess ourselves quite unable to understand his argument. He says, in effect, "You will pay no more, you will only anticipate a payment." But the test is this: Next year we shall pay five quarters; but every subsequent year we shall pay four quarters, and in no future year will there be but three quarters to pay. A youth just come of age, and being a taxpayer now for the first time, will pay five quarters in 1870, and if he should live fifty years thereafter, he will have paid fifty years and five quarters. It is, in fact, an additional tax for one year to the amount of one-fourth of our present tax, and so we shall all find when we come to pay it.

HIGHWAYS.

Two decisions have removed some lingering doubts as to the right of neighbouring owners to pasture cattle on the sides of a highway.

Where such a right of pasturage exists, the owner may feed them there, but he must keep them strictly to their place. If they are suffered to be upon the highway itself, the owner is liable to the penalty imposed by the Highways Act.

In a later case, the lord of the manor, having a right of pasturage on the greensward by the side of a highway, suffered his cattle to go upon the metalled road. He was held to have been rightly convicted, although they were under the care of a boy who was instructed to keep them from the road, but was unable to do so. Inability to prevent a breach of the law was no excuse. If the owner cannot keep his cattle from straying on the highway, he should not feed them on the sides of it.

THE BANKRUPTCY BILL.

THIS Bill is making rapid progress through committee, receiving from both sides of the House that judicious support which employs itself in suggesting and debating amendments, and dealing with them on their own merits, with entire absence of party feeling. By this concurrence of good offices the ATTORNEY-GENERAL will be enabled to boast the authorship of a measure which so many of his predecessors have attempted, but failed to carry. In principle the scheme is so novel, at least in England, that it is impossible to anticipate what will be its practical working. All that can be said of it, that it is based upon experience of the success of a very similar law in Scotland, where bankruptcy is treated simply as a machinery for the winding-up of an insolvent's estate, and does not concern itself about his personal conduct, all such questions being remitted to the criminal courts. The bankrupt is not to be discharged from his debts unless he pays 10s. in the pound; a provision which, we trust, will have the designed effect of inducing a resort to bankruptcy by insolvents before their estates are so far wasted as to be worthless to the creditors. The Bill is subjected to so many changes from day to day, that it is impossible to describe them without great risk of misleading the reader, and, therefore, we do not attempt, at this stage of the measure, to state what are the various amendments made. When completed, it must be described as a whole.

THE ABOLITION OF VACATIONS.

THE Profession is indebted to Mr. ANSTAY for a suggestion that the courts should not be closed at all during the Long Vacation, and he is reported to have made this suggestion in the

interest not only of the suitors, but of the junior attorneys and the juniors of the Bar. This proposition is rather a startling one, for, if carried to its legitimate conclusion, it will simply result in lawyers being deprived of their great annual holiday.

When, however, we begin to examine closely the claims of the legal profession to a holiday at the expense of suitors the foundation upon which those claims rest will appear to be very unsubstantial. In what respect does the legal profession differ from the clerical and the medical professions? Yet clergymen and doctors are at work pretty well all the year round, and if they choose to take a holiday they must make some arrangement with brother professionals to do their work. This is so because churches cannot be closed, and people cannot be compelled to have their diseases during all the year except the Midsummer months. It is difficult to see why the public should be denied for four months out of the year their legal remedies for wrongs any more than they should be denied spiritual consolation or medical attendance.

There is in our opinion a very strong argument in favour of the large abridgment of this long holiday. In the first place, so far as the country attorneys and the Junior Bar are concerned—we refer, of course, to the working members of the Junior Bar—their work in the local tribunals continues throughout the year, and there is consequently for them very little time for a holiday, those local tribunals making no exception in favour of the summer months. Furthermore, as a matter of expediency in a pecuniary point of view, most of the members of the Junior Bar not in the possession of independent means stay at home two, at least, out of the four months over which the Long Vacation extends.

But the real consideration should, of course, be for the suitors. The limited time allowed to the sittings of the several courts work in many cases the most positive injustice. Take the case of the Court of Queen's Bench. That is a very popular court, and it is almost impossible, in the short space given up to the trial of special jury cases to ensure even moderate attention being given to the claims of suitors. This would be far otherwise if the court were open during the Long Vacation. We think, however, that there is a *via media* in this as in most other matters. Let the summer months be regarded as the period for taking holiday, but let the courts remain open until all arrears of more than a single term's standing have been wiped from the cause list. Instead of one vacation Judge let there be three or four. This would, as Mr. ANSTY remarks, give junior attorneys and the Junior Bar a chance against the big firms and leaders, which they have not got now. The change must come when the County Courts are brought to be courts of first instance, and it would be a useful reform could it be at once carried into effect.

WOMAN SUFFRAGE.

A GREAT triumph achieved in the House of Commons by the advocates for extending the suffrage to women who have no "lords and masters" to vote for them, has been passed without comment by the newspapers, and, therefore, probably unnoticed by the public. A clause has been introduced into the Municipal Bill, giving to women the same right of voting at municipal elections as is possessed by men; that is to say, that every woman duly qualified as an independent householder, and who would have been a voter by the present law, but for her sex, is to become a voter under the new law, her sex notwithstanding.

Woman being legally qualified to vote in vestries and at municipal elections in the choice of a town councillor and an overseer, upon what pretence can she be precluded from the right of voting for a member of Parliament. This irrational barrier of prejudice must soon be broken down, and it will be impossible to reject a demand which has not only common sense and justice on its side, but that which weighs still more with the average Englishman—precedent. But it must be distinctly understood that our advocacy is strictly limited to the enfranchisement of single women who are householders. Wives and daughters domiciled with their parents, having none of the liabilities of citizens and being in a position of dependence, have no just claim to the electoral privileges of citizens.

The admission of women to the Parliamentary franchise is now only a question of time.

THE KNOWLEDGE OF UNDERWRITERS.

WHAT are underwriters supposed to know, and what therefore amounts to concealment, are important questions in connection with policies of marine insurance. Lord Mansfield lays down some general rules on the subject in his judgment in the great case of *Carter v. Boehm*, 3 Burr 1910. He there says: "The insured need not mention what the underwriter ought to know; what he takes upon himself the knowledge of, or what he waives being informed of. The underwriter need not be told what lessens the risk agreed and understood to be run by the express terms of the policy. He needs not be told general topics of speculation; as, for instance, the underwriter is bound to know every cause which may occasion natural perils; as, the difficulty of the voyage, the kind of seasons, the probability of lightning, hurricanes, earthquakes, &c. He is bound to know every cause which may occasion political perils; from the ruptures of States; from war, and the various operations of it. He is bound to know the probability of safety, from the continuance or return of peace; from the imbecility of the enemy, through the weakness of their counsels, or their want of strength," &c.

In a case which we reported last week, *Harmoner v. Hutchison*, at p. 562, the question was raised whether an underwriter is to be assumed to know the geography of the country for which the ship insured is destined, and whether the use of the expression "port or ports" in a particular province was sufficient to include all ports in that province, although they were not all known to the underwriter. These questions were shortly answered by Mr. Justice Lush, who said, in delivering judgment, "I take it that what the underwriter is bound to know is the nature of the voyage, the geographical character of the places to which the ship is to go, and all perils arising from natural causes which pertain to navigation at those particular places. I do not think the underwriter can excuse himself by not knowing either the places to be visited or the nature of the perils to be met with." "If in such a case" (as that before the court) was the judgment of Mr. Justice Hannen, "he (i. e., the underwriter) wishes to limit his liability, he should make some inquiry. A person contracting with him has a right to presume that he knows the character of the coast and the possibility of there being some ports on it of which he has no special knowledge." Mr. Justice Hayes was at first inclined to differ from the rest of the court, but ultimately came to the conclusion that it would be very dangerous to speculate on the knowledge of underwriters. "One underwriter may know," he said "what another may not; and when we indulge in considerations as to what underwriters say is known to them, and what is not, we get into a very wide region indeed."

Whilst upon this subject we may notice another case of concealment reported at p. 580, (*Nicholson v. Power*). There an incidental question was whether the plaintiff ought to have communicated to the underwriter the fact that his was the only ship loading with copper ore at a certain port. At the time the insurance was effected a notice appeared in Lloyd's list to the effect that a British barque, with copper ore had been seen ashore about where the ship insured would have been at the date mentioned. The Court said that the knowledge that the ship insured was the only ship loading with copper ore would have enabled the underwriter to draw an inference from the notice in the list, which he would not or might not have drawn otherwise. The underwriter having signed a slip merely, a policy was subsequently tendered to his agent, who signed it under protest. The Court held the underwriter's intention to be not to place himself in a worse position than if the policy had originally been executed when the slip was signed, and therefore there being a concealment of a material fact the policy was vitiated and the action not maintainable.

The doctrine of concealment is an important one and every case is of value which illustrates it.

LETTERS OF REQUEST.

In the case of *Sheppard v. Bennett*, which we this week report, the Dean of Arches declined to accept the letters of request.

The letters of request, it will be remembered, charge heresy against the respondent; set out the passages from writings of his on which the charge rests, recite the report of the commission

of inquiry, authorised by the Bishop of London, to the effect that there was sufficient *prima facie* ground for instituting further proceedings, and then go on, "And whereas, we, acting under the provisions of the said Act of Parliament (the Church Discipline Act) have thought fit to send the case by letters of request to the Court of Appeal of the province, therefore we, &c., Lord Bishop of Bath and Wells, do request you, the Right Hon. Sir Robert Joseph Phillimore, &c., to issue a citation or decree, &c."

The reasons for which the Dean of Arches has refused acceptance of the letters of request are—First, that the court has a discretion to accept or refuse. Secondly, that at least some grounds should be stated in the letters of request, showing that it would be for the interests of justice that the Court of Arches should accept them. Thirdly, that the charge being one of heresy, is peculiarly fit for the cognizance and decision of the Bishop.

We propose to consider these reasons *seriatim*.

That the court has a discretion to accept or refuse would seem to follow from a consideration of the name, form, and nature of letters of request.

Oughton (*Ordo Judiciorum*) calls them "littere requisitoriales," and the stat. 23 Hen. 8, c. 9, hereafter referred to, speaks of the bishop or any inferior judge making "request or instance (i. e. solicitation) to the archbishop, &c. to take the matter before him." In form, letters of request are, or were according to the forms in use before the Church Discipline Act, a recital of the cause of suit, and the advantages to the parties from commencing the suit in the Court of Arches, with a prayer to that court to issue a citation, and to hear and determine the cause: (see Oughton, vol. 2, tit. cccclxvii; 2 Chit. Gen. Pr. 497, note; 3 Burn's Eccl. Law, by Phillimore, p. 224.) And in nature letters of request are a waiver of jurisdiction on the part of the inferior court, and an authority to the plaintiff to institute proceedings in the Superior Court, which could otherwise only act as a court of appeal. They are a concession, and not a mandate, by the inferior to the Superior Court. It is on the principle that the letters of request act to waive an inferior, and not to compel a superior, jurisdiction that it is decided (see, however, *contra*, 2 Chit. Gen. Pr. 497, citing *Burgoyne v. Free*, 2 Add. 405-14), that "if a suit be before an archdeacon the ordinary may licence the suit to a higher court, and the archdeacon cannot in such case baulk his ordinary and send the case immediately into the Arches; for he hath no power to give a court, but to remit his own court, and to leave it to the next; for since his power was derived from the bishop to whom it is subordinate, he must yield it to him of whom he received it." (*Hutton's case*, Hob. 16; 2 Gils. Cod. 1048, note.)

Of course there has been no doubt that the power of the Arches Court to accept was limited in certain cases, e.g., where the court sending the letters had no jurisdiction, or was not entitled to set the Arches Court in motion, where the offence charged or the offender was insufficiently described, or where the letters were improperly executed, &c. In such cases the court not only could, but was bound to refuse the letters of request. But any authority prior to the stat. 23 Hen. 8, for the proposition that the Arches Court is bound to accept letters of request where coming in proper form and from a proper court, seems wanting. This might have been expected, for, as Sir Robert Phillimore pertinently remarks, "the law has indeed been careful to protect the bishop from any undue assumption of jurisdiction by the archbishop over him, but has not thought it necessary to protect the archbishop from the usurpation of the suffragan." And indeed it appears that the Arches Court in early times, so far from making any difficulty in the way of refusing to accept letters of request when offered, was in the habit of usurping and ousting the jurisdiction of inferior courts without any such authority from them. It was to remedy this evil that the stat. 23 Hen. 8, c. 9 (the Bill of Citations) was passed, and as it is under this statute that all the cases (hereafter cited), which tell against the discretion, were decided, it will be well here to explain its provisions and scope. The title of the Act is, "An Act that no Person shall be cited out of the Diocese where he or she dwelleth except in certain Cases," and the preamble runs (according to the wording of the Record Commission Edition of the Statutes

as follows:—"Where great number of the king's subjects, as well men, wives, servants, as other the king's subjects dwelling in divers dioceses of this realm . . . heretofore have been at many times called by citation, and other processes compulsory to appear in the arches, audience, and other high courts of the archbishops of this realm, far from and out of the diocese where such men, wives, servants, and other the king's subjects be inhabitant dwelling; and many times to answer to surmised and feigned causes and suits of defamation, withholding of tithes and such other like causes and matters which have been sued more for malice and for vexation than for any just cause of suit . . . to the great charge and impoverishment of the king's subjects, and to the great occasion of misbehaviour and misliving of wives, women, and servants, and to the great impairment and diminution of their good names and honesties. Be it therefore enacted . . . that no manner of person shall be from henceforth cited or summoned, or otherwise called to appear by himself, or by any procurator before any ordinary, official, or any other judge spiritual out of the diocese, or peculiar jurisdiction where the person that shall be cited, or shall be inhabiting or dwelling at the time of awarding or going forth of the same citation or summons, except that it shall be for, in, or upon any of the cases or causes hereafter written."

Then follow various excepted cases, and among them this:—"In case that the bishop or any inferior Judge, having under him jurisdiction in his own right and title, or by commission make request or instance to the archbishop, bishop, or other superior ordinary or Judge, to take, treat, examine, or determine the matter before him or his substitute, and that to be done in cases only where the law, civil or canon, doth affirm execution of such request, or instance of jurisdiction to be lawful or tolerable." Penalties are fixed for offenders, and then follows this proviso (sect. 4):—"Provided always that it shall be lawful to every archbishop of this realm to call, cite and summon any person or persons inhabiting or dwelling in any bishop's diocese within his province for causes of heresy, if the bishop or other ordinary immediate hereunto consent, or if the same bishop, &c., do not his duty in punishment of the same." So that this Act, so far as the above provisions extend, was intended to prevent the citation of persons out of their dioceses by the Arches Court, except, (1st), after letters of request, when the "law, civil or canon, doth affirm execution of such request or instance of jurisdiction to be lawful or tolerable," thus restraining the Court of Arches from assuming jurisdiction in trifling or vexatious cases, such as those mentioned in the preamble; and (2) without letters of request, on mere consent or default of duty in the bishop in causes of heresy. And certainly there is nothing on the face of the Act that can be construed as intending that a jurisdiction, which before was optional, should henceforward be imperative on the Court of Arches. The design was to limit, not to extend its jurisdiction, and to diminish the transmission of causes, unless on good grounds from the inferior courts.

(To be continued.)

SEAMEN'S WAGES.

As elementary doctrine relating to a seaman's right to recover his wages is laid down in the leading case of *Cutter v. Powell*, in Smith's collection of Leading Cases at Common Law. All decisions upon this subject, therefore, where the facts are similar, must either follow that case or give internal evidence of some distinguishing element. A case of this nature was reported by us last week, namely, *Button v. Thompson*, 20 L. T. Rep. N. S. 568 C. P. There the court were divided, and it will repay us if we look with some attention at the articles entered into, and the judgments of the learned Judges.

The contract between the parties was, that the plaintiff should serve the defendant, and that the defendant should retain the plaintiff in his service on board a certain ship during a voyage from Shields to Alexandria, and if required to any port or ports in the Mediterranean, Black Sea, Danube, Sea of Azof, France, Spain, Portugal, South or Central America, West Indies, United States, British North America, or Baltic, and home to her final port of discharge in the United

Kingdom or continent of Europe; and that the defendant should pay to the plaintiff the sum of 5*l.* 10*s.* per calendar month during the said service, and so on proportionately for any period during which the said voyage should continue, greater or less than one calendar month, and supply the plaintiff with provisions for, and during the said voyage according to a fixed scale.

The plaintiff was left behind at a port short of the ship's destination on account of his drunkenness and general misconduct. It was also averred in the pleadings that he deserted the ship. This, however, was negatived by the jury on the trial, but they found that the plaintiff was guilty of drunkenness and abusive language, subversive of discipline, and that he was left behind through his own negligence. By the direction of the presiding judge (Mr. Justice Hannen), a verdict was entered for the plaintiff for the amount of his wages up to the time when he was left behind, leave being reserved to the defendant to enter the verdict for him upon the grounds, (1.) that upon the evidence, and the finding of the jury, he was entitled to the verdict; and (2.) that the plaintiff could not recover, the contract not having been performed owing to his misconduct.

We will here draw the distinction between this case and *Cutter v. Powell*. Here the plaintiff engaged to serve on a certain voyage, and the defendant promised to pay him 5*l.* 10*s.* per month during the service. In *Cutter v. Powell* the defendant engaged to give his second mate, who died intestate in the course of the voyage, thirty guineas, provided he "proceeded, continued, and did his duty," in his capacity as mate in the ship from Jamaica to Liverpool. In the present case there is no express condition that the plaintiff should proceed the whole voyage so as to form a condition precedent to his right to recover any part; but there was in *Cutter v. Powell*. There the contract was entire; it was not attempted to obtain a proportionate part of the thirty guineas, but a quantum meruit for the labour done.

An argument was raised against the plaintiff upon the terms of the Merchant Shipping Act 1854, which, by the 185th section, provides that a seaman shall be entitled to wages where the service terminates before the period contemplated in the agreement by reason of the wreck or loss of the ship, or is terminated by the seaman being left on shore at any place abroad under a certificate of his unfitness or inability to proceed on the voyage. There being this enactment providing for these contingencies, it was contended that it was intended to exclude such a contingency as was disclosed in the case. The majority of the court, however, came to a very different conclusion as to the intention of the Legislature. They point out that there is nothing in the Act which prevents contracts being entered into, making the wages due monthly or at other fixed times during the voyage, but, on the contrary, that many of the provisions appear to be founded on the assumption that contracts may be and are so made. For example: sect. 94 and following sections, which provide what shall be done in the case of seamen dying during a voyage, assume that wages may be due before a voyage is complete. So also the 207th and following clauses, which make provisions for the case of seamen being left behind on the voyage, and especially clause 209, are founded on this assumption. Mr. Justice Brett, indeed, took a much more comprehensive view of the Act than did the majority of the court from whom he differed, and agreed with the defendant's construction as to the 185th section. This brings us to the judgments, which may be usefully compared.

These judgments, we may remark, were considered judgments, and, having perused them carefully, we do not think that much weight need be attached to that of the dissentient Judge. One very strong argument for deciding in favour of the plaintiff, is put in the judgment of Justices Byles and Smith. "If the defendants' construction were to prevail," it is remarked, "the plaintiff, notwithstanding he had faithfully served in the ship during the intermediate voyage mentioned in the articles, yet, if being ashore at the last port at which the ship touched, he was unable to rejoin her from some negligence, however slight, or even from accident or mistake, would be unable to recover any part of his wages." Such a construction would be harsh to say the least of it. Of course, as the court observed, contracts may be so

made, "but they require plain words to show that such a bargain was really intended." Refusing to construe a contract which did not contain these plain words as if it did contain them, the opinion of the majority of the court was, that the monthly wages became vested, and a debt at the end of each month of service, liable to forfeiture under the circumstances provided by the Merchant Shipping Act 1854.

On the other hand Mr. Justice Brett, whilst noticing that in so many of the cases "express stipulations" as to wages existed, concluded that the plaintiff could not recover any part of his wages without performing the whole service. He relied mainly on the 187th and 190th sections of the Act of 1854, which, he held, should be read as if inserted in the articles. The former of these sections says the master or owner shall pay to every seaman in the case of all ships other than home-trade ships his wages within three days after the cargo has been delivered, or within five days after the seaman's discharge, whichever first happens. And by sect. 190, no seaman who is engaged for a voyage or engagement which is to terminate in the United Kingdom, shall be entitled to sue in any court abroad. Concerning the former section, it occurs to us to remark that it could never have been intended to take away all right from seamen, by negligence or accident prevented from being at home to receive payment. And sect. 190, as remarked in the judgment of the other Judges, simply makes provision to prevent shipowners from being harassed by suits brought in foreign ports.

We will conclude by noticing the modes in which a claim for wages may be forfeited.

There are, of course, the modes of forfeiture provided by statute. But in addition, proof of the mariner's misconduct, to the satisfaction of the court, may furnish a defence to an action brought by him for his wages against the master or owner. Desertion works a forfeiture. The principal point to be considered is, what is misconduct on the part of the mariner justifying non-payment of his wages by the master. Considerable light is thrown upon this by the case to which we have been referring. The jury negatived desertion by the plaintiff, but found that he was left behind by his own negligence. "It is consistent with this finding," the court said, "that the plaintiff remained behind without any disobedience of orders and even without knowing that the ship was going to sail, and we think this finding is not sufficient to establish a defence, if the view we have taken of the contract is correct." The jury further found that the plaintiff was guilty of drunkenness and of abusive language, subversive of discipline, but they did not find to what extent and degree this misconduct prevailed, nor whether it was habitual, or such as to endanger the safety or discipline of the ship, and the court, comparing these vague findings with the averments in the pleas, thought that they were insufficient to support either of the pleas. They did not amount to a sufficient justification for discharging the plaintiff from the service. This ruling is in accordance with the decisions which lay it down that misconduct to cause a forfeiture of wages according to the maritime law must be of a continuous or very gross character.

COMPENSATION AND INJUNCTION—ANCIENT LIGHTS.

It has hitherto been an axiom that equity follows the law, and the fashion has always been to regard equity as supplementing the action of the common law by doing that which the peculiar machinery of the latter cannot do. But the Master of the Rolls has now recognised it as quite a new point "whether a court of equity will follow implicitly a court of law and grant an injunction in every case in which a judgment might be obtained at law." (*Heath v. Bucknell*, 20 L. T. Rep. N. S. 549.)

The importance of this point has reference entirely to the description of remedy which is to be applied to a grievance, and the consideration which has to be worked out is whether a man who is entitled to bring his action for damages should not also be entitled *ex debito justitiæ* to his injunction. This problem shows more than any other of which we have any knowledge the value of equitable powers as compared with common law procedure; and we must thoroughly agree with the Master of the Rolls when he expresses the opinion that a plain right to a judgment at law for damages is not equivalent

to a right to an injunction in all cases. But to take the case which his Lordship was considering—an obstruction of an easement growing out of an ancient right. The line in this case is so finely drawn that it is very difficult to appreciate the reasoning of Lord Romilly. "It may, no doubt," he says, "be laid down to be true as a general axiom, that where a man possesses a right to light and air over the property of a neighbour, the obstruction of which would be punishable at law in the shape of damages, a court of equity will, by injunction, prevent that obstruction; but where the owner of the ancient light so deals with it as to essentially alter its character and to convert it into a totally different easement over his neighbour's land, and one which prevents him from enjoying his property as he might have done at any time before the ancient lights were so altered and converted, then I am of opinion that the owner of the servient tenement is not debarred from the enjoyment of his land as theretofore, but that if in effecting it and in obtaining such enjoyment he unavoidably interferes with the ancient light of the owner of the dominant tenement, then the only compensation that the owner of the dominant tenement can obtain is in the shape of damages, and he is not entitled by the insidious use of his own property to deprive his neighbour of a portion of his property."

We do not know whether it is our want of discernment, but we must regard this distinction as most subtle. An obstruction of an ancient light *quod* ancient light entitles to an injunction; but an obstruction of an ancient light which is made the basis of a modern encroachment entitles to an action for damages. Now, in each case the ancient light is obstructed, but Lord Romilly says that because the owner of the dominant tenement has enlarged his ancient light, which enlargement according to *Tophin v. Jones* does not affect the original right, and thus imposed upon the servient tenement a servitude to which it ought not to be subject, the owner of the ancient light shall not be entitled to an injunction to restrain the obstruction of the ancient light, but only an action for damages. "He is still," says the Master of the Rolls, "entitled to compensation for the obstruction of that which he formerly enjoyed, but by his own act," i.e., enlarging the windows, "he has deprived himself of the right to call for the aid of a court of equity to assist him."

Here we conceive we get out of the class of cases in which we agreed with Lord Romilly that although there may be a good right at law there is no claim for an injunction. Had Lord Romilly rested his decision declining to grant an injunction on the ground that the damage resulting from the obstruction of the ancient windows was nominal merely, we should have recognised it as reasonable on the *de minimis* principle. But he does not do so. He refused the injunction solely upon the ground, to use his own words, that a person cannot use his own property in such a manner as to acquire a new and distinct right over a neighbour's property which he had not before. In other words this decision is, that because a man does that which he ought not to do he shall not be protected in the enjoyment of that to which he is indisputably entitled. There certainly is a difficulty about ancient lights. If they are enlarged it is difficult to block up the enlargement without also obstructing the ancient light. Therefore, Lord Romilly doubtless reasoned, the remedy is an action for damages, and not an application to a court of equity for an injunction.

As we have remarked, the point is new and the distinction subtle. There are those who will agree in the conclusion come to by the Master of the Rolls; there are others who will think, that a right having once accrued, so as to entitle the owner to an injunction to restrain its obstruction, the remedy should continue to attach to the right, so long as it was not destroyed. Lord Romilly says that the right to call for a particular remedy may be destroyed, whilst the subject-matter upon which the wrong is inflicted remains with all its legal attributes intact.

We shall here leave this part of the subject, and turn with some curiosity to a ruling of Vice-Chancellor Kindersley, which was cited by Lord Romilly with strong approval. It occurs in 2 Dr. & Sm. 369, the case being that of *The Carriers' Company v. Corbett*. The Vice-Chancellor there said: "Where a house, having ancient lights, is burned or pulled down and

rebuilt, and the question arises whether the character of ancient lights, which belonged to the windows of the old house, attaches to those of the new house, it appears to me that the principle to be applied to the solution of the question is, to inquire whether the new windows would impose on the servient tenement either an additional servitude to that to which it was subjected when the old house existed, or a different servitude from that which previously existed; and it appears to me that it is not every trivial or immaterial change which would prevent the new windows from possessing the character of ancient lights possessed by the old windows. To deprive them of that character the change must be material either in the nature or in the *quantum* of the servitude imposed."

This is a difficult doctrine to apply, and is different from that which has for some time been considered law. In *Chandler v. Thompson*, 2 Campb. 80, it is laid down that enlarging a window does not destroy the right to enjoy the original space of access of light, though there can be no claim made to any easement outside of such space; and that the owner of the adjacent estate may obstruct all except the original extent of the aperture. And in *Thomas v. Thomas*, 2 Cr. M. & R. 34, 40, it is said: "It has been held that where a party enlarges an ancient window, the owner of the adjoining land cannot obstruct any part of the light which ought to pass through the space occupied by an ancient window," which indeed is merely a recognition by Alderson, B. of the doctrine established by the case of *Chandler v. Thompson*. But in quoting this the learned Baron prefaced it by a remark which embodies the view we incidentally expressed in the commencement of this article. "How does the plaintiff," he said, "by claiming more than he lawfully may, destroy his title to that which he lawfully may claim?" And how, it may be added, having reference to the decision of Lord Romilly, does a plaintiff, by claiming more than he lawfully may, destroy his remedy for an injury to that which he lawfully may claim?

The case where buildings are pulled down and rebuilt presents, perhaps, the greatest difficulty. Such was the case before the Master of the Rolls. The plaintiff, about five years ago, pulled down his premises and erected new buildings on the site, such new buildings being raised to the height of 75ft. above the pavement, instead of 35ft. which was the height of the original buildings. There were several ancient windows in the old buildings. The windows in the new buildings were increased in number and size, and the report tells us that they coincided to a very small extent with the ancient windows in the old buildings. Of course if the new windows did not fill the same space as the old, they did not coincide with them. It appeared, however, that there were several windows in the old buildings. Then the defendant raises his premises from 35ft. to 70ft., and had not the plaintiff's windows been increased in number and size, there would have been a serious obstruction to the light and air by the raising of the defendant's building. It was contended for the defendant that although this would have been so the obstruction was really immaterial by reason of the increase of light derived from the extension of window space. These we admit might be reasons admissible and weighty in an action at law, but do not touch the question of the right to an injunction against obstructing an old light, because the alterations are not regarded as being so material as to extinguish the old right. And here we come upon the subtleties of Lord Romilly's decision, and we find ourselves fixed to the problem whether an injunction ought not to be the right of any person whose ancient light is obstructed, until he extinguishes his right to the light, or whether, in other words, a party can by his own act extinguish his right to a remedy so long as he does nothing to extinguish the subject-matter in respect of which he claims.

BREAKFAST—EPPE'S COCOA—GRATEFUL AND COMFORTING.—The very agreeable character of this preparation has rendered it a general favourite. The *Civil Service Gazette* remarks:—"The singular success which Mr. Eppe attained by his homoeopathic preparation of cocoa has never been surpassed by any experimentalist. By a thorough knowledge of the natural laws which govern the operations of digestion and nutrition, and by a careful application of the fine properties of well-selected cocoas, Mr. Eppe has provided our breakfast tables with a delicately flavoured beverage which may save us many heavy doctors' bills." Made simply with boiling water or milk. Sold by the Trade only in 1lb. 4lb., and 1lb. tin-lined packets, labelled "JAMES EPPE and Co., Homoeopathic Chemists, London."

SAYINGS AND DOINGS OF THE COURTS.

[CONTRIBUTED BY THE REPORTERS OF THE SEVERAL COURTS.]

HOUSE OF LORDS.

The sittings of the House of Lords were resumed after Whitsuntide on Monday, May 31st. The time of the House, with the exception of an hour on Thursday morning, when the judgments of their Lordships in the case of *Udny v. Allatt* were delivered, was occupied during the week with Miss Shedden's story of her wrongs. The monotony of the theme was slightly varied on Monday (the ninth day of the case) by Miss Shedden's making an application to the House to allow counsel to argue the points of law for her. Lord Chelmsford reminded her that it was at her own request that she was allowed to conduct her case in person, and the Lord Chancellor said that the whole thing had been extremely irregular, but the House were most desirous that Miss Shedden should not think she was labouring under any special grievance, and if she would first finish her narrative of facts, the House would then decide whether she should be heard by counsel. The Solicitor-General asked whether their Lordships would at once decide whether counsel for Miss Shedden were to be heard or not, but the Lord Chancellor said they could not decide until the statement of facts was concluded. He then asked whether, in the event of counsel being required to argue, a day's notice could be given them, but this request also the Lord Chancellor said he was unable to grant.

The case of *Udny v. Allatt and another*, in which judgments were delivered on the 3rd June, is important as an exposition of the principles of the law of domicile. This was an appeal from the decision of the second division of the Court of Session in Scotland, and was argued in this House in the middle of April, by the appellant in person and by Sir R. Palmer, Mr. P. Fraser (of the Scotch Bar), and Mr. Fox Bristowe for the respondent. The Lord Chancellor, in delivering judgment, began by stating the facts of the case. The action was one of declarator of bastardy, brought by George Udny, a substitute heir of entail to the estates of Udny, in Aberdeenshire, to have it declared that the defender, John Henry Udny, was illegitimate, and therefore not entitled to succeed to the said estates. It was said that he was illegitimate because his parents were not married at the date of his birth; but then it was contended on the defender's part, that there was a marriage between his parents subsequent to his birth, and that therefore he was legitimated by that marriage, his father being a domiciled Scotchman. Issue was joined upon the question of the father's domicile at the time of the defender's birth. Now Col. Udny, the defender's father, was born at Leghorn, and was the son of the British consul there, who was a Scotchman by birth. The first question in dispute, then was, what was the domicile of the consul at the time of the birth of the defendant's father? Upon this point the House was satisfied that the consul had not lost his Scotch domicile of origin; and that being so, the domicile of origin of the defendant's father, Col. Udny, was also Scotch. The second point was, had Col. Udny ever lost his domicile of origin? He lived with his mother in London till 1794, when he went to Edinburgh University for three years. In 1797 he entered the army, in which he remained till 1812, when he married a Miss Fitzhugh, having succeeded in 1802 to the estates of Udny, in Scotland. From 1812 to 1844 he lived in London in a house in Grosvenor-street. There was no house at Udny, but he visited the estate annually, talked of rebuilding the old castle, became a justice of the peace, and a deputy lieutenant of Aberdeenshire, and interested himself in the affairs of the county. In 1845 he became involved in pecuniary difficulties, and went to Boulogne. He gave up his house in Grosvenor-street, sold his furniture and discharged all his servants. His wife having died in 1846, he cohabited at Boulogne with Ann Allatt, the defender's mother, and the defender was born in 1853. Some few months after the birth he and Mrs. Allatt went to Scotland with the avowed intention of legitimating the defender by contracting a marriage in that country. This marriage took place in Jan. 1854. Col. Udny died in 1860. It was a difficult question to decide whether, according to the Scotch law, a bastard whose putative father at the time of the birth had an English domicile would be legitimated by his father's acquiring a Scotch domicile and contracting a subsequent Scotch marriage: (*Rose v. Rose*, 5 Bl. N. R. 468.) The English court would not recognise such a legitimation. But the question did not arise here, for even if Col. Udny had lost his Scotch domicile of origin by his long residence in London, and had acquired an English domicile, yet it was clear that he had afterwards abandoned that English domicile by leaving

London in 1844. That was an abandonment *animo et facto*, and as no new domicile was acquired, the domicile of origin reverted at the moment of abandonment. As domicile could be acquired *animo*, by intention, so it could be abandoned *animo*, and the domicile of origin was that to which the person returned while deliberating on the choice of a new home: (*Monro v. Monro*, 7 Cl. & Fin. 871; *Indian Chief*, 3 Rob.) "The character that is gained by residence ceases with residence if a man quits *sine animo revertendi*." The domicile of Col. Udny being Scotch at the time of the birth of the defender and of his subsequent marriage, the marriage legitimated the defendant, and his Lordship moved the House to affirm the judgment of the Court of Session, and dismiss the appeal with costs. Lord Chelmsford said it was necessary to ascertain the nature of domicile of origin. The term "reacquired" in Story's Conflict of Laws, s. 48, was inaccurate. Story meant that by the abandonment of a subsequently acquired domicile, the domicile of origin was restored. In the case of *Munroe v. Douglas*, 5 Madd. 405, Sir John Leech was reported to have said, "a domicile cannot be lost by mere abandonment, unless the party die *in itinere* towards an intended domicile." It was not necessary to be *in itinere* towards an intended domicile in order to restore the domicile of origin. It was impossible for a man to be without a domicile. As to whether Col. Udny ever acquired an English domicile, his residence in England from 1812 to 1844 was strong evidence, but the question was whether there was an intention to acquire a new domicile. If they looked at Col. Udny's acts and declarations with reference to his Scotch estates, it appeared that he always hoped to re-assume his position in Scotland. As a question of fact, his Lordship thought there was always absent the intention to make England his permanent home. But whether he gained an English domicile or not, it was quite clear that he lost it by his nine years' residence in Boulogne. The case of *Rose v. Rose* did not apply. His Lordship agreed that the appeal should be dismissed. Lord Westbury said that the law of England ascribed to each individual two separate and distinct conditions. The first was his political status; the second, his character of citizen of a particular country, or civil status. The political status might depend on different laws in different countries, but the civil status depended on the law of the domicile only. Every man had ascribed to him by law a domicile: this was his domicile of origin. Other domiciles were domiciles of choice, which he could elect as soon as he became *sui juris*. It would, therefore, be inconsistent to suppose that the domicile of origin could be obliterated by act of the party. It might be extinguished by act of law, but it could not be destroyed by act of the party. The doctrine that the first domicile remained till another was acquired was true of the domicile of origin, but not of an acquired domicile. Was it to be supposed that if an Englishman went over to Holland, and acquired there a Dutch domicile, and afterwards quitted his house in Holland, sold his goods, discharged his servants, and left the country with no intention of ever returning, that he carried his Dutch domicile about with him on his back until he acquired a new home? His Lordship did not agree with the words attributed to a noble lord in the report of the case of *Moorhouse v. Low* (Story's Conflict of Laws, last edit.), "that to change the domicile there must be a change of nationality." He apprehended that doctrine was erroneous, and would lead to a confusion between *patria* and *domicilium*. He thought that when Col. Udny settled in life, took his lease in Grosvenor-street, became subject to municipal duties, and remained there thirty-two years, he acquired an English domicile. But by selling his lease, discharging his servants, &c., he abandoned it, and his domicile of origin then reverted. Therefore, his marriage, and the consequences of it, must be determined by the law of his domicile of origin. His Lordship agreed that the appeal should be dismissed, with costs. Lord Colonsay simply concurred.

ROLLS COURT.

As the cause list in this court is very short, the Master of the Rolls is now devoting the greater part of his time to summonses adjourned from chambers, company cases, as usual, largely predominating.

Re South of France Wine-Growing Districts Company, Bell's Case, was a summons taken out by the liquidator that Mr. Benjamin Bell might be added on the list of contributories to the above company on the following grounds. Bell was in September, 1866, invited by M. Martin, the promoter of the company, to become a director, which he consented to do on condition that Martin would provide him with the necessary qualification—namely, ten shares. In December following Bell was accordingly elected a director, and continued to act as such till the company was ordered

to be wound-up. The ten shares were registered in his name, but he deposed that this was done without his knowledge. On behalf of the liquidator it was argued that Bell, having agreed to become a director with the knowledge that the holding of ten shares was a necessary qualification, must be held to have agreed to accept the shares. His Lordship said that Bell's name must be fixed on the list of contributories. Though he had not formally agreed to accept the shares, yet he had acquiesced in Martin's providing him with the shares, and had thus rendered himself liable. He must also pay the costs of the present application.

Re the China Steamship Company, Dawe's Case, was a representative suit, upon the result of which a considerable sum of money depended, though the amount immediately in dispute was only 40l. Mr. Dawe was the holder of certain shares in the company, on which a call, amounting to 40l., was made on the 27th Nov., 1866, payable on or before the 17th Dec. Mr. Dawe's shares were forfeited on the 14th Dec. 1866, and the question to be decided in this case was whether the company could enforce against Dawe the call which was made before his shares were forfeited. The 34th clause of the articles of association of the company provided that any member whose shares should be forfeited should, nevertheless, be liable to pay all sums owing from him at the time of the forfeiture. On behalf of the liquidator it was argued that the call was owing from the time when it was made, so that it was due at the time of the forfeiture, and Dawe was liable to pay it under the 34th clause of the articles of association. On behalf of Dawe it was contended that the call being expressed to be payable on or before the 17th Dec., could not be said to be owing before that day, and that, therefore, he should not be held liable to pay the amount under the 34th clause of the articles. His Lordship was clearly of opinion that Mr. Dawe must pay the call. It was made on the 27th Nov., and was owing from that day forward, though not recoverable at law till after the 17th December. The meaning of the words, "payable on or before the 17th Dec.," was merely that payment could not be enforced before that day. He must hold that the call was due at the time of the forfeiture, and that Mr. Dawe must pay it.

Re The Constantinople and Alexandria Hotels Company (Limited), Simonides' case, was an application by Mr. Simonides to have his name removed from the list of contributories to the above company in respect of certain shares, on the ground that four days before the shares were allotted to him, he had written to Risk Allah Bey, at whose instance he alleged that he had applied for the shares, stating that he had heard bad news of the company, and therefore wished his application withdrawn. The company was registered in Sept. 1863, and in the following month Simonides applied in the usual form for 200 shares. Only 100 were allotted to him on the 21st Dec., and were registered in his name. There was payable on allotment 1l. per share, which he did not pay, and he had constantly refused to pay, though several applications had been made to him, and he had been threatened with legal proceedings for the recovery of the amount. Risk Allah Bey, to whom he had written on the 17th Dec., with the view of having his application for shares withdrawn, was at no time, it was stated, a director of the company, although his name appeared as such in the prospectus of the company. It appeared that Risk Allah Bey had not communicated Simonides' letter to the directors. His Lordship held that the name of Simonides must remain on the list of contributories.

Re East London Bank (Limited and Reduced) was a petition, under the Companies Act 1867, for the confirmation of a special resolution passed by the bank on the 14th Jan. last, for the reduction of the capital of this bank from 2,000,000l. to 1,000,000l. His Lordship confirmed the resolution. He said that it was not necessary that any provision should be made for the sums due to creditors who had received notice of the resolution and had not objected, as their consent would be assumed; but 183l. 3s. 4d. should be set apart to meet the claims of creditors to that amount, the notices to whom had been returned through the dead letter office. As to the 10th section of the Companies Act 1867, which requires a company, after the date of the passing of any special resolution for reducing its capital, to add the words "and reduced" to its name until such date as the court may fix, his Lordship was of opinion that these words should be retained till the 14th July, when they would have been advertised for six months; but on being informed by counsel that the books of the bank would be balanced on the 30th June, and that its name would then, with the sanction of the Board of Trade, be changed to the "Central Bank of London," his Lordship ordered the additional words to be retained till the 1st July only.

Re Blakely Ordnance Company, ex parte The Metropolitan and Provincial Bank, was an application by the bank for liberty to prove under the

winding-up of the above company, upon thirty-two debentures of 250l. each, issued to them by the manager of the company, as well as upon acceptances of the company for 4000l., so that they should not in the whole receive more than 4000l., the amount owing to them from the company. The debentures, which had been given to the bank as a collateral security for the debt, were part of a number given on the formation of the company to Capt. Blakely, in part payment of the goodwill, &c., of his business, and they were made payable to one Challis, or bearer. Two questions arose on the claim of the bank, namely, first, whether the bank were entitled to prove on the debentures, unless in Challis's name, and subject to the equities which might exist between him and the company; and, secondly, whether the claim was to be confined to the proof on the acceptances, which had been allowed, or extended to the debentures, provided that the bank should not receive more than 20s. in the pound on both proofs. His Lordship said that, if the debentures had been issued to Challis, and had been assigned by him to the bank, the bank clearly could only have taken them subject to the equities between Challis and the company. But there was clear evidence that the debentures had never been issued to Challis, but had been in the first instance issued to the bank, so that the bank were not assignees, but holders of the debentures, and the question as to the equities between Challis and the company did not arise. *Kellock's case*, 18 L. T. Rep. N. S. 671; L. Rep. 3 Ch. App. 769, had been cited as an authority for the second proposition, viz., that the bank were entitled to prove both upon the acceptances and the debentures. It was decided in that case that the creditor of a company in liquidation is entitled to prove against the estate for the full amount of his debt, and not merely the balance which might be due to him after giving credit for the value of his securities. His Lordship was of opinion that the present case was not governed by *Kellock's case*, as there was here no specific charge on a distinct property. Where a company gave their promissory note, or accepted a bill, and also gave a lien on another property—e.g., a cargo of cotton, the creditor might, according to *Kellock's case*, prove on the note or the bill, and afterwards realise what he could by the sale of the cotton, provided that he should in no case receive more than the amount due to him; but where the debt was merely secured, as in the present case, by the company's covenant contained in the debentures, and also by their acceptances, there could be no proof for more than the amount actually due. The proof must, therefore, be restricted to the acceptances for 4000l., and the summons must be dismissed with costs.

Re The Blakely Ordnance Company; Ware's case, was an application by the liquidator of the company to have removed from the list of contributories the name of Ware in respect of certain shares, and to have the name of the person who transferred the shares to Ware substituted instead, on the ground that at the time of the transfer Ware was an infant. Ware attained his majority two months ago, and had taken no steps to repudiate his liability in respect of the shares, and it was contended on behalf of the transferor that the court had no jurisdiction, now that he had attained his majority, to remove his name without any application on his part. But on proof that the late infant was incapable of making any payments in respect of the shares, his Lordship held that his name must be removed, and that of the transferor substituted in its stead.

Peters v. Bacon was a summons in this suit that certain leaseholds which had been ordered to be sold under the decree in the suit, might be sold without serving the decree on certain persons in California, who might have a small interest in the property, or that leave might be given to serve notice by means of advertisements in the Californian newspapers and in the *Times*. His Lordship said that he could not allow the sale without notice to the persons abroad who were interested in the property, but that he should give leave to serve notice of the decree by means of advertisements in California or elsewhere, and for such number of times as the chief clerk should direct.

V.C. MALINS' COURT.

During the past week there have been but few cases worthy of being noted.

The case of the *Teign Valley Railway Company* involved the question whether outside creditors who had not appeared upon a scheme, filed and confirmed by the court, were bound by it. The case came on upon application by the late secretary to be allowed, notwithstanding the scheme, to apply to the Court of Exchequer for leave to issue a *sci. fa.* against certain shareholders still liable to calls. The applicant, under the Companies Clauses Act 1845, had a right to go against the shareholders, but there having been a scheme, the practice of the courts of law was that such right could not be prosecuted without the leave of this court. Execution had been issued against the

promoters, and there was a return of *nulla bond*, and if the leave now asked was not given the result would be that the directors would proceed against the shareholders, and the outside creditors would lose their remedy. Lord Cairns had held that although outside creditors did not appear on a scheme, they were not bound because they did not object; this was in *The Bristol and North Somerset Railway Company*, L. Rep. 6 Eq. 448. The applicant was opposed by the directors on the ground that the 17th section of the Railway Act 1867, provided that all those who did not attend when a scheme was brought before the court were bound, for it had been held that if a scheme was opposed it could not be confirmed. The Vice-Chancellor decided that the scheme was confirmed on the assumption that it could not bind outside creditors, but those only who had a lien; therefore the application must be granted.

The next case was that of *Kemptner's Trust*, which raised a question as to the right to the proceeds of certain bills given to one partner of a firm. It appeared that one Kemptner, being a merchant at Japan, and about to come to England, his then share of the partnership assets was about 4000*l.*, for which his partners gave three sets of bills; one set he took with him, went to New York, and they were not forthcoming. He died at New York; and one of the other partners indorsed another set of bills under an arrangement to that effect, and the proceeds had been vested in special trustees, to abide the decision of the question, whether they belonged to Kemptner's representatives, or to the general creditors, inasmuch as the firm failed for 90,000*l.* within a year. It was strongly urged that the accounts showed solvency when the bills were given, the liabilities being only 30,000*l.*, of which a firm of Smith and Co. were liable to half, with assets to the extent of 20,000*l.* The Vice-Chancellor was, however, of opinion that the fact of insolvency within so short a period to so great an amount showed insolvency virtually at the time the bills were given, and that Kemptner must have known it, or if he did not, he ought to have known it. A liability to such a loss must have existed at the time, and that was virtual insolvency, therefore the general creditors were entitled.

The only other case which may be mentioned was *Brookman's Trust*, turning on the construction of certain marriage articles, in the events which had happened; the point turning on the fact that there being a power to the settlor to make a will, and provide for his daughter and her issue, and he had so provided for her; but his daughter, who was his only child, predeceased him, and, therefore, it was urged that no interest passed to such child's representatives. The Vice-Chancellor was, however, of opinion that the articles must be the instrument to be construed, and not the will: for if that were not so, the whole intention of the parties would be defeated, inasmuch as the will did not speak until the death, at which time there was no child of the daughter living, although she herself survived him. The effect of the old system of sending the case to a court of law, had been productive of the greatest injustice, and Sir James Wigram, in one case (*Jones v. How*, 7 Hare 267) confirmed a certificate of the Court of Common Pleas, although he at the same time observed that it clearly disappointed the intention of the parties. Under these circumstances, the child took a vested interest, and the fact of its predeceasing the settlor, made no difference, and whoever represented it was now entitled.

COURT OF QUEEN'S BENCH.

The case of *Evans* (administrator) *v. Bignold*, a question of considerable interest to life insurers came under the consideration of the court on Friday, June 4. As far back as the year 1774, the Legislature found it necessary to step in to check the practice which had sprung up of a most pernicious species of gambling, namely, gambling in life policies, and to this end the 14 Geo. 3, c. 48, was passed, which after reciting "that it hath been found by experience that the making insurances on lives or other events wherein the assured shall have no interest hath introduced a mischievous kind of gaming," enacts by sect. 1 "that no insurance shall be made by any person on the life or lives of any person or persons or on any other event or events whatsoever wherein the person or persons for whose use, benefit, or on whose account such policy or policies shall be made shall have no interest, or by gaming or wagering, and that every insurance made contrary to the true intent and meaning hereof shall be null and void to all intents and purposes whatsoever." The 2nd section enacts, "That it shall not be lawful to make any policy or policies on the life or lives of any person or persons, or other event or events, without inserting in each policy or policies the person or persons' name or names interested therein, or for whose use, benefit, or on whose account such policy is made or underwritten." The facts of the case were these:—Mr. Evans, the

plaintiff, some years since married a young lady who was then a minor, and who would be entitled upon her attaining twenty-one, to a legacy of between 200*l.* and 300*l.* The plaintiff having occasion for the sum of 200*l.*, he applied to his wife's trustees to advance it out of her expectant legacy. This they consented to do if a Mr. Jacobs would consent to be a guarantee for its repayment. To this Mr. Jacobs assented, provided Mr. Evans would effect a policy of insurance upon his wife's life for the amount. Accordingly a policy of insurance was granted by the Norwich Union Life Office, of which the defendant is the secretary, upon the life of Mrs. Evans in her own name, no notice whatever having been taken by the policy that it was effected for the benefit of Mr. Evans. Mrs. Evans having died in childbirth, her husband as her administrator claimed the amount of the policy from the office. Payment, however, was refused, and upon an action being brought they set up a defence under the 2nd section of the above-mentioned Act. The facts having been stated in the form of a special case, the question came on for argument before the court, when with much reluctance they found themselves compelled to hold that under the foregoing section the policy was void, and so they gave judgment for the defendant.

In the matter of *Graves and others v. Cordery, Re The West London Philanthropic Burial Society*, which came before the court on the 3rd inst., the court discharged a rule which had been granted for a *certiorari* for the purpose of quashing an order made by Mr. Selfe, the police magistrate, with regard to a disputed matter relating to the above named friendly society. By 21 & 23 Vict. c. 101, s. 3, it is provided, "that where the rules of any society established under 18 & 19 Vict. c. 63, or any of the Acts thereby repealed, shall direct disputes to be referred to justices, then any justice of the peace acting in the county or borough in which the place of business of such society shall be situated, upon complaint made by any member, his executors, administrators, nominees, or assigns, or by any person claiming under the rules of the society, of any matter in dispute between him or them and the society, to summon the person against whom such complaint is made to appear at a time and place to be named in such summons, and any two justices present at the time and place mentioned in such summons shall proceed to hear and determine the said complaint."

And such justices may make such order thereupon, either for the payment of money or otherwise, together with costs, not exceeding ten shillings, as they shall think fit, &c." This section, it will be seen, authorises the justices (one metropolitan magistrate being enabled by another statute to exercise the same power) to adjudicate upon disputed matters brought before them only in cases where the rules of the society "shall direct disputes to be referred" to them. In the present case the rules of the society did not contain a direction of this kind, but that fact was not brought expressly to the knowledge of the magistrate by either of the parties who came before him. On this ground it was contended by Mr. Macnamara that the court should not, in the exercise of its discretion, grant a *certiorari* to quash the magistrate's order. Mr. Underdown, on the other side, argued that it was sufficient to bring the materials of knowledge before the magistrate, and that that had been done. The court (consisting of the Lord Chief Justice, and Justices Blackburn, Mellor, and Lush) were of opinion that under the circumstances of the case they should not grant what is discretionary in them to grant, a writ of *certiorari* to bring up the order to quash it, as it was the applicant's own omission to bring to the magistrate's notice the fact of the society's rules not containing the usual direction to refer disputed matters to justices for adjudication, which induced Mr. Selfe to make the order complained of; if the matter had been brought to his knowledge, so experienced a magistrate as Mr. Selfe would at once have perceived the absence of jurisdiction and have refused to entertain the matter.

The case of *Wellfare v. The London, Brighton, and South Coast Railway Company*, which came before the court on the same day, involved a curious question as to railway liability. The plaintiff went to the London-bridge railway station for the purpose of going to Croydon. He missed his train, and asked a porter when the next would go; the porter directed him to look at the time table which hung on the wall outside the doorway; he proceeded to the place pointed out; and whilst looking at the time table a plank of wood and a rail of zinc fell upon him; he looked up, and saw a man's legs through a hole in the roof through which the wood and zinc had fallen. There being no further evidence whatever, the question arose, could the railway company be held liable under the circumstances for the injury sustained by the plaintiff. The case was argued at considerable length by Mr. Haddleton, Q.C., and Mr. Lopes on the part of the railway company; and by Mr. Q. Wood on behalf of the plaintiff. For the com-

pany it was urged that there was no evidence that the roof was in an insecure state, or that the man whose legs were seen through the hole was a servant of the company, or that if he was he had been guilty of any negligence, it being possible that the wood and zinc fell by a mere accident; it was most probable that the man on the roof was the servant of some contractor who had undertaken to do something to the roof. On behalf of the plaintiff it was contended that he having been invited by the company to go on their premises, it was their duty to keep the portico over the place where the time table was in a safe condition; that the fact of the man being on the roof with wood and zinc, afforded a presumption that the roof was out of repair; that it was also to be presumed that he was a servant of the railway company, a presumption which, if not well founded, the railway company could easily have rebutted by evidence at the trial. The court gave judgment in favour of the railway company, chiefly on the ground that there was no evidence that the man on the roof was one of their servants; the probability being that the railway company, in having repairs done to their premises, acted in the same manner as most other persons in the metropolis, and employed a contractor for the purpose, who sent one of his employees to do the work; besides, even if the man on the roof were a servant of the company, there was no evidence of negligence on his part or on the part of the company, as it was not shown that they knew the roof to be in an insecure state when they allowed the man to go upon it; and the falling of the timber and zinc might have been wholly owing to an accidental slip, and in no degree to negligence.

Eddy v. Stevens, argued on the same day, brought to light an unpleasant, but seemingly necessary, result of the provisions of the 11 Geo. 4, and 1 Will. 4, c. 47, relating to the devise of lands which have been bound by specialty debts. Sect. 2 of that Act makes devisees of such land as against specialty creditors, "fraudulent, and clearly, absolutely, and utterly void, frustrate and of no effect; any pretence, colour, feigned or presumed consideration, or any other matter or thing to the contrary notwithstanding." Sect. 3 enables the creditors to recover upon the specialties in an action of debt or covenant, "against the heir and heirs-at-law of the obligor or obligors, covenantor or covenantors, and such devisee or devisees, or the devisee or devisees of such first-mentioned devisee or devisees jointly." Sect. 4 provides that if there is no heir-at-law against whom jointly with the devisee or devisees, the creditor may proceed, he may bring his action against the devisee or devisees solely. The heir-at-law, then, where such exists, must in all cases be joined as co-defendant with the devisee or devisees, and the creditor has no option in the matter, even though he may know that the heir has got nothing by descent. The heir, however, in such a case is provided for by sect. 7, which enables him to plead to the action "riens per descent" at the time of the original writ brought or bill filed against him. If the heir succeeds in establishing his plea of "riens per descent," he is of course entitled to his costs from the plaintiff, the specialty creditor, who nevertheless is obliged by the statute in all cases to join the heir as co-defendant with the devisee, even though the creditor knows that the heir will plead, and will establish this plea of nothing by descent. In the argument of the case it was contended that the words of the enactment made the fraudulent devise void as against the heir as well as against the creditors, but the court at once pronounced against the contention.

Frestone v. Casswell, which came before the court on the 5th inst., was one of those constantly recurring cases of cattle found straying on the highway. The appellant in the present case had for a very long time exercised the right of depasturing his cattle on strips of greensward on the sides of the road, and thought that on this account he was exempted from the penalty imposed by 27 & 28 Vict. c. 101, s. 25, on the owners of cattle found straying on the highway itself. The court, however, considered that he was clearly liable to the penalty, and Mr. Justice Hayes pointed out that the question had already been decided in the case of *Golding v. Stocking*, reported in 20 L. T. Rep. N. S. 479.

On Monday last Mr. H. James moved on behalf of Sir John Henniker for a rule calling on certain justices of Hampshire to show cause why a *mandamus* should not issue to compel them to receive certain information and to issue certain summons against two persons for being in pursuit of game, without having a game certificate. The offence complained of had been committed on Sir John Henniker's land on a Sunday, and the magistrates had already granted summonses against the two persons for trespassing on his land; and for trespassing in pursuit of game on a Sunday. The justices seem to have thought these two summonses sufficient, without granting a third in respect of the same offence; but they grounded their refusal to grant the last summons on the fact that the per-

son who applied for it on behalf of Sir John Henniker was a youth of only fourteen years of age. They had, however, granted the other two summonses to the same youth, 11 & 12 Vict. c. 43, s. 10, provides that "every complaint upon which a justice or justices of the peace is, or are, or shall be authorised by law to make an order, shall be for one matter of complaint only, and not for two or more matters of complaint and every such offence shall be for one offence only, and not for two or more offences; and every such complaint or information may be laid or made by the complainant or informant in person, or by his counsel or attorney, or other person authorised in that behalf." The court refused to grant a *mandamus*, and were of opinion that the justices had acted rightly in refusing a summons to a boy of fourteen, who could not be made to pay the costs of the other side; and if Sir John Henniker had any objection to appearing before the justices in person, he might be represented by an attorney.

The case of *Harris v. Quine* raised a most important, and, in one respect, a totally new, question relating to the statutes of limitations of foreign countries and the force to be given to them here. It had already been decided by various cases that statutes of limitation, where they do not expressly avoid contracts not sued upon within the period limited, affect only the remedy upon them, not taking away the cause of action or affecting the merits of the case, but dealing only with the mode of procedure. The peculiarity of the present case consisted in this, that an action, for the same debt as was sued upon in this country, viz., an attorney's bill of costs, had been brought in the Isle of Man, the place where both the parties lived and where the cause of action arose, and the Isle of Man Statute of Limitations being for actions of contract for three years, was pleaded to the action, and judgment thereupon given for the defendant. The present action was then brought in this country, where the period limited by the statute for the recovery of such claims is six years. The main question argued was whether a plea of the Isle of Man Statute of Limitations, and of judgment in favour of the defendant there, was not a bar to the present action. Mr. R. G. Williams argued in support of the plaintiff's claim to recover in this country, notwithstanding the action brought in the Isle of Man and the statute of limitations of that country; and mainly relied on the proposition, in support of which many cases were cited, that statutes of limitation do not take away the cause of action, but only the remedy in the particular country, and that judgment in favour of the defendant on that ground was not a decision on the merits, but merely a formal decision that three years had elapsed since the accruing of the cause of action; and consequently that the Isle of Man judgment in favour of the defendant was not a bar to the action here. Mr. Baylis, for the defendant, contended that an action for the same debt having been brought in the Isle of Man, and the defendant having obtained judgment in his favour, there now existed no cause of action, and that the comity of nations should induce the court to give to the Isle of Man judgment in favour of the defendant the same effect as the court would give to a judgment in favour of the plaintiff. He also argued that the maxim *nemo vis viciat debet prolem causâ* should induce the court to discourage such actions as the present. The court were of opinion that they were bound by authority to hold that the proceedings in the Isle of Man court did not prevent the plaintiff from proceeding in respect of the same cause of action in this country, where the period allowed by the Statute of Limitations was longer, the judgment of the Isle of Man court in favour of the defendant not being a judgment on the merits, and the local statute of limitations not taking away the cause of action, but only barring the remedy in that island. A further point was also decided in this case, namely, that the prosecution of an appeal from a judgment of the Isle of Man Court was a continuation of the former proceedings which the attorney was employed to conduct, and consequently that the Statute of Limitations did not begin to run against the attorney's claim for his bill of costs until the proceedings on appeal had been brought to a close.

COURT OF EXCHEQUER.

A question of some interest arose in the case *Weller v. Bradshaw*, on the 27th ult. It was an action of trespass for an unlawful distress, at the trial of which, before the Lord Chief Baron at Chester, the plaintiff obtained a verdict, and damages were contingently assessed by the jury, a point being reserved by his Lordship whether the plaintiff was entitled to any, and what amount of damages beyond the sum actually paid by him to redeem his goods. A rule nisi was accordingly subsequently obtained on the plaintiff's part to increase the verdict by the sums of 50s. and 99s., or such other sum or sums as the

court might direct, pursuant to leave reserved on the ground that the plaintiff was entitled to recover such damages, and that the jury should have been so directed; or to increase the verdict by 32l. 16s. on the ground that the plaintiff was entitled to double value by way of damages. Mr. McIntyre, for the defendant, now showed cause against the rule, and contended that, in trespass for taking goods the measure of the damages is the value of the goods. Here the plaintiff had recovered the 32l. which he had paid to redeem the goods, and which was therefore the value of them, and he was not entitled to anything more. He cited *Williams v. Currie*, 1 C. B. 841, *Harvey v. Pockock*, 11 M. & W. 740, *Keen v. Priest*, 4 H. & N. 236, and *Attack v. Bramwell*, 7 L. T. Rep. N. S. 740; 32 L. J. 146, Q. B. 3 B.; & S. 340, in support of his argument, and distinguished *Thomas v. Harris*, 27 L. J. 535, Ex., which was relied on by the plaintiff. Mr. H. Giffard, Q. C., and Mr. Harington, for the plaintiff, supported the rule. Damage was here proved to have occurred to the plaintiff beyond the mere taking of the goods, and compelling him to redeem them; a wrong had been done. It was a trespass, and was not the less so because it was in the form of a distress. Here the defendant chose to take the law into his own hands, and he did so at his own risk. The damage is not confined to the mere value of the goods. The court (Chief Baron Kelly, and Barons Bramwell and Channell) were of opinion that the goods having been unlawfully seized the plaintiff was entitled to recover in trespass damages beyond the sum paid by him to redeem them. Had the defendant discovered his error and withdrawn, yet damages could have been recovered in trespass against him, notwithstanding the restitution of the goods. How then could it be said that where a plaintiff has been compelled to pay money to redeem his goods he is not entitled to maintain an action to recover that money and damages beyond? The plaintiff's rule therefore was made absolute.

A curious question came before the court on the 29th May in *Spendlove v. The Midland Railway Company*, which was an action to recover damages for personal injuries resulting to a passenger on the defendants' railway, through the alleged negligence of the defendants. The facts were shortly these: The plaintiff was travelling in a train on the defendants' line of railway, when one of the coupling chains snapped asunder, and so the carriage in which the plaintiff was riding was left at a standstill upon the line, and the engine and the rest of the train having gone on and left it behind. It appeared that an express train was due at the spot in question in about, as a matter of fact, ten or fifteen minutes from the time at which the carriage came to a stop, and the plaintiff, feeling alarmed at the fact that an express train was coming on behind, jumped, or descended hastily from the carriage in which he was, and in doing so his foot hitched, or slipped, upon the step of the carriage, and he fell upon the line, or upon a bank at the side of it, and received the injury for which he sought compensation. At the trial before Mr. Justice Hayes, at Leeds, the learned judge was of opinion there was no evidence of negligence to fix the defendants, and directed a verdict for them; and a rule was subsequently obtained by the plaintiff to set that verdict aside, and for a new trial, against which Mr. Overend, Q. C., for the defendants, showed cause, and was stopped by the court, who called on Mr. Field, Q. C. and Mr. Waddy, for the plaintiff, to support their rule, who submitted that the breaking of the coupling iron was admittedly negligence to start with, for which the company were responsible. The real time for the express train's arrival at the spot was not material. The company by their neglect in the matter of the coupling iron had placed the plaintiff in a position of peril, and a state of trepidation, and had no right to expect him to remain passive. Whether or not the plaintiff exercised a wise judgment in jumping out hastily was another matter. The defendants, as the cause of his haste, were liable. The court, however (Chief Baron Kelly, and Barons Channell and Cleasby) were clearly of opinion that the ruling of Mr. Justice Hayes was right, and that there was no need for any such haste or trepidation on the plaintiff's part, as to prevent him from using ordinary care in getting out of the carriage, as it was proved that the express train was not due at the spot for nearly a quarter of an hour. The cause of the accident was the defendant's own carelessness, or panic, for which there was no ground as far as the defendants were concerned, and the rule would therefore be discharged.

On Monday, the 7th June, a case of great importance was decided in the Court of Exchequer with reference to the question to whom penalties and fines imposed by the justices of the borough of Bradford, in the exercise of their summary jurisdiction in respect of offences against the general law of the land, and not under local statutes, were to be paid. It appeared that the Parliamentary Borough of Bradford was in 1847 constituted a municipal borough by royal charter, extending to it the provisions of the Municipal

Corporations Act. It has a separate commission of the peace under the 98th sect. of 5 & 6 Will. 4, c. 76, which was granted on the 6th July 1848, but no separate court of quarter sessions. It has a borough fund and treasurer, and supports its own police. It maintains the borough court, and pays the salaries of the clerks and officers. The justices of the peace for the West Riding are empowered by statute to exercise jurisdiction in and for the borough as fully as by law they may do in the county, but by 12 & 13 Vict. c. 18, s. 1, every sitting and acting of the borough justices at the court appointed for the purpose, is to be deemed a petty sessions of the peace, and the district for which the same is holden is to be deemed a petty sessional division within the meaning of any Act then or thereafter made. In all summary proceedings before the borough court there is an allegation that the parties live, or that the offence was committed, within the borough, and the hearing always takes place within the petty sessional division, viz., the borough; and whenever the West Riding justices assist in the cases, they are always described as acting in and for the borough. By 11 & 12 Vict. c. 43, s. 31, regulations are laid down respecting the payment of penalties and other moneys under summary convictions and orders of justices. All moneys received by constables are paid over to the clerk of the division. The statute directs that if there be no direction in the statute imposing the penalty, the clerk shall pay the same to the treasurer of the county, riding, division, liberty, city, borough, or place for which such justice or justices shall have acted. The plaintiff, as treasurer of the West Riding, sued the defendant, as clerk to the justices of the borough of Bradford, for certain penalties imposed by the borough justices under Acts not providing for the application of the penalties. The defendant's contention was that Bradford, possessing a separate commission of the peace, the penalties were not payable to the county treasurer. The court, however, decided that the justices of the borough must be taken to act for the county, and, therefore, the penalties must be paid to the county treasurer; they, therefore, gave judgment for the plaintiff.

In the case of *Davies v. Taylor*, a point arose which, it is believed, is frequently arising, and always involves great difficulty, there being objections to the result in whichever way it is solved. The question arose on demurrer to a declaration; the declaration alleged that a contract had been entered into between the plaintiffs and a Revd. Mr. Bailey for the repair and alteration of a church; that the repair and alterations were to be done according to the plans prepared by the defendant, who was appointed architect, and that the payment was to be made in certain instalments upon the certificate of the defendant certifying his satisfaction with the work. It further alleged that the defendant had entered upon the office of architect and prepared plans, that a large portion of the work had been well and properly done, and the defendant had been applied to for a certificate; that the defendant had no cause for dissatisfaction, and was not in fact dissatisfied, but nevertheless with intent to injure the plaintiffs he maliciously, unjustly, and fraudulently withheld his certificate. It was argued for the defendant that if the architect in these cases were subject to an action, the whole intention with which these provisions were inserted in building contracts would be frustrated; the object was, that the employer might have the benefit of the unfettered and independent opinion of the architect; he was like an arbitrator, and there was no authority to show that an action could be maintained against an arbitrator, even if it was alleged his conduct was malicious. On the other side it was contended that the defendant having taken upon himself the functions of architect under the contract, was bound to exercise them *bona fide*; his discretion, it was true, was not to be in any way interfered with or fettered, but he was bound to exercise a *bona fide* discretion; he could not be allowed through personal malice or spite to refuse to certify. If it were not so, the plaintiffs would be deprived of all remedy, for though if there were collusion, they might possibly be entitled to sue the employer, in a case where there was no collusion, and the refusal proceeded solely from malice on the architect's part, the employer was not responsible, and the only remedy must be against the architect. The court took time to consider its judgment. During the course of the day, Baron Bramwell took occasion to complain of the way in which the points for argument of cases in the special paper were drawn. The learned Baron said that very often the vagueness and baldness of the points amounted to an impertinence. They really gave no information whatever as to what the contentions of the parties were intended to be. They amounted, often, to merely saying, with more or less pretence, that the plaintiff or defendant in the case thought he was right and ought to have judgment, and could be no guide to the court or the opposite party. This is not the first time that the learned judge has adverted to the subject. On

a previous occasion, some time ago, he said that the delivery with a demurrer to a plea of a composition-deed, of such a point as that the defendant will contend that the said deed is not a valid deed under the 192nd section of the Bankruptcy Act 1861, is really wholly useless. The Chief Baron said that he fully agreed with the observation of his learned brother, and he hoped that counsel or others preparing points for argument would take care that they really answered the purpose for which they were intended, viz., to give some information to the court as to what the points of law upon which the respective parties based their contentions were.

In the case of *Hopkins v. Ware* on Tuesday, the 1st inst., the court, Barons Bramwell and Channell, decided that from the 10th May to the 6th June was an unreasonable time to delay presentment of a cheque.

A nice point of practice arose on Tuesday, the 8th, in a case of *Re Pook*, gentleman, One, &c., *Ex parte Burbage*. A rule had been obtained by Mr. C. Coleman, on the 25th ult., calling on the said Pook to show cause why he should not forthwith pay to Burbage the sum of 15l. balance (after deducting 6l. 6s. 6d. for his costs) of the sum of 21l. 6s. 6d., received by him from the Sheriff of Kent, under a writ of *fi. fa.*, levied in an action of *Burbage v. Brown*, and why the said Pook should not also pay the costs of this application. Sir J. B. Karslake, Q. C., and Mr. Pearce, for Mr. Pook, showed cause, on the ground that an action had already been brought by Burbage against Pook on the 13th May, for this very balance, and that Burbage could not have, or at all events could not enforce, a double remedy at the same time. That rule was laid down in a case of *Anonymous* in the Bail Court by Mr. Justice Coleridge (see 5 Jurist, 578) in a precisely similar case, where his Lordship declined to make a rule absolute for payment of money under an award until the applicant had discontinued an action pending in the same matter. Mr. Garth, Q. C., and Mr. C. Coleman supported their rule, and said that when the rule was moved, the court were informed that there was an action pending, but that if the rule were granted the action would be discontinued. That immediately after obtaining the rule *nisi* on the 26th May, Mr. Burbage's attorney, on the 28th May, wrote to Mr. Pook as follows:—"Burbage v. Yourself. Sir,—As my client has obtained the rule, with a copy of which you have been served, he intends abandoning this action, and will 'pay the costs of entering an appearance.'" It is contended that the action practically was discontinued, for no court or judge would allow it to go on after that letter. [Chief Baron Kelly thought the rule should not have been made until after the action had been discontinued, or that if granted, it should have been granted only on the express terms of the discontinuance of the action. Baron Bramwell referred to the case of *Paull v. Paull*, 2 Dowl. P. C., in the K. B. 340, where in a somewhat similar case that court had allowed a rule to be made absolute, upon the plaintiff discontinuing the action and paying the costs.] After some further discussion the court (Chief Baron Kelly, and Barons Bramwell, Channell, and Clesaby), being of opinion that a plaintiff ought not to pursue two remedies at one and the same time, for one and the same demand, gave judgment, discharging the rule without costs, and without prejudice to the plaintiff's right to proceed with the action, Baron Bramwell observing that he could not think any blame attached to the court for granting the rule, which it should be remembered was granted *nisi*, and subject, of course, to cause being shown against it upon any ground that could be shown to exist.

LEGISLATION AND JURISPRUDENCE.

HOUSE OF COMMONS.

THE COURTS OF JUSTICE.

Mr. BENTINCK asked the First Commissioner of Works whether the sketch of the new design for the "Courts of Justice Building," now in the Library, and bearing the name of Mr. Street, had been approved by Her Majesty's Government for erection on the Thames Embankment; whether he adhered to his recommendation, made in that House on the 10th May last, that the style of the new building should be the "Gothic employed by the Italians in the early part of the 15th century," and whether he was of opinion that the new design fulfilled that condition; whether the three towers connected with the new design were intended for the preservation of documents, or to serve any useful purpose besides that of ventilation, and what was their probable cost; and whether he would exhibit in the Library the elevation of the "river front" and "park front" of the Westminster Palace, designed by Inigo Jones and engraved in the works of Inigo Jones, published by Lord Burlington and Kent.—Mr. LAYARD said that when his hon. friend asked if he approved of

the sketch of the new design referred to for the Courts of Justice building he would say that it was never his fortune to see a more beautiful and artistic piece of work; but he would remind his hon. friend that the elevation was a mere sketch. If the House should approve of the erection of the law courts on the Embankment, he should think it his duty to have a model placed in the Library, or some other part of the House to which members might have access, and so be able to form an opinion. As to the second part of the question, he begged to say that he did not recommend that the style of the new building should be the "Gothic employed by the Italians in the 15th century." What he did say was that he thought Gothic was the most appropriate style for the English Law Courts, but he did not advocate Ecclesiastical Gothic, but said that the Italians had made use of Gothic for a similar purpose in the 15th century, and that such a building might be erected without having recourse to Ecclesiastical Gothic. As regarded the three towers, this was a mere sketch, and therefore he could not answer the question of his hon. friend. With respect to the fourth part of the question, the river front of Inigo Jones had been exhibited for some days in the Library, where it might be seen by his hon. friend.

THE REVISION OF THE STATUTE LAW.

On the motion for going into committee of supply, Mr. HADFIELD called attention to the revision of the statute law (with a view to the preparation of an edition of the statute law comprising only enactments now in force) under the following Acts: 26 & 27 Vict. c. 125 (1863), 30 & 31 Vict. c. 59 (1867), and the 24 & 25 Vict. c. 101 (1861). The hon. gentleman remarked that the Statute Law Commission had been engaged for thirty-six years, at a cost to the country of over 80,000*l.*, without the production of a single enactment. He contrasted this with the great work so rapidly produced in the case of the Code Napoleon, as also in the codification of the statute laws of America. The whole proceedings of this commission were most discreditable, a sham, and a robbery of the taxpayer. We ought to have nothing more to do with this commission, but make a fresh beginning. Of the two gentlemen said to be employed in the revision of the statute law, one, he believed, had been discharged, and it would be interesting to know what the other is doing, if anything, for his 1000*l.* a year, besides a secretary. He concluded by moving the following resolution: "That the Royal Commissions of 1833 and 1845, and the measures for the revision of the statute law having occasioned an expenditure of 80,619*l.* 5*s.* 1*d.*, and the results being unsatisfactory, it is, in the opinion of this House, expedient to discontinue the present course of proceeding, and the expenditure consequent thereon."—Mr. L. KING, in seconding the motion, said that having gone into the question on former occasions, he would content himself by saying that the present state of the law was most disgraceful. The common law was scattered over he knew not how many volumes, and the statute law was scattered over fifty volumes. The Commission of 1833 consisted of men who were anxious to do the work, but it dwindled down to one notorious character—he would not mention his name—and nothing was done. They came out at first with a grand promise that they would give a Code Victoria, but everybody knew that nothing would be done. He had no wish to press the matter upon the Government, who had something to destroy; but he wished them to build something up.—Mr. GLADSTONE said he was afraid he would not be able to answer his hon. friend (Mr. Hadfield) as satisfactorily as might have been the case if he had been fully aware of the gist of his question. Judging from the notice on the paper, he came to the conclusion that nothing was expected except that he should give an account of what was now in course of progress, and that there the matter should drop for the present. But the resolution with which his hon. friend concluded involved the further subject whether they should break in upon what was now in progress, and substitute some new process. He only referred to this by way of apology, as he was not in condition to give a positive assurance that any new method of proceeding would be adopted, inasmuch as the members of the Government had not conferred upon the subject. Without passing censure upon anybody, he could only express his regret that a sum over 80,000*l.* should have been expended, not for the higher process of codifying the law, but for producing a revised edition of the statutes, and that they should not yet be in possession of that edition. With regard to the present position and expenditure, he would give the best explanation in his power, and it would be for his hon. friend to consider whether he should not call for further information in a more strictly official shape; but he hoped the hon. member would not now press for a definitive judgment upon the matter. In July 1868 Lord Cairns, who was then Lord Chancellor, addressed a letter to Sir John Shaw Lefevre, in which he stated that

having communicated with the Treasury, he arrived at the conclusion that an edition should be prepared and published containing such Acts as were now in force, and he then proceeded to nominate the committee for making the necessary arrangements. In that letter Lord Cairns associated with Sir J. S. Lefevre, Sir Thomas Erskine May, K.C.B., Mr. Rickards (Mr. Speaker's counsel), Mr. Thring (Parliamentary counsel to the Home Office), and Mr. Reilly, who was engaged in the work of statute law revision. No one of these gentlemen received any remuneration for the labour which they gave in connection with this work. Mr. Arthur John Wood, who was engaged in the work from the beginning, was to be the editor of the work under the committee. His answer to the first question of his hon. friend was, that the revision pursuant to the Act of 1861, embracing the period from the 11 Geo. 3 to the 16 & 17 Vict., was not absolutely completed, because it was found that a further revision should be extended to some classes of useless enactments not comprised in the Act of 1861, but with these exceptions the revision was complete down to 1861. With regard to the second question, whether it was intended to revise and repeal useless enactments down to the present time, his answer was that a Bill was in an advanced state of preparation for the period embraced in the Act of 1861 and down to the present time, but it was not intended to pass it in the present session—(Hear, hear, from Mr. Hadfield—laughter)—because it was not in strict order of proceeding, and because exertions were directed to the earlier period of the statutes before 1861. As to the third question, whether the revised edition will be prepared for public use, and when it will be ready for publication, the matter was under the consideration of the Treasury, and it was contemplated to publish the edition for public use; but as the circulation of copies involved considerable expense and labour, the Treasury had not yet come to an agreement with the committee as to the manner in which this duty should be undertaken. As to whether the work will be purchasable in a complete set of volumes, and purchasable as each volume was completed, his answer was that they could be purchased as they were published; but there were to be two other works, viz., an expurgated chronological table describing the statutes from the earliest time, and showing whether the statute had been repealed; and the other an index of all Acts now in force arranged alphabetically. Both works would be ready for publication before next session, and would be brought down to the present day. That was the present condition of the matter, and he hoped his hon. friend would not ask the House to come to a decisive vote upon it. (Hear, hear.)—Mr. HINDE PALMER thought they should have some positive assurance that a responsible Minister would undertake to see that the work was carried out, for otherwise they might be in the same position thirty years hence. The cause of the delay was owing to the fact that the men appointed to do the work were generally barristers having a large practice, and in attending to the daily business of their profession they neglected the work of revision. There was no security for the prompt execution of the work except by placing it under the supervision of some responsible member of the Government.—Mr. AYTON could assure the hon. member that in approaching the consideration of the subject the Government were fully alive to the views he had expressed to the House. When the proposal was brought to the Treasury the first thing done was to inquire into the prospect of completing the work on which Lord Cairns had directed the committee to embark. The Treasury had determined that the work should not be undertaken until a clear arrangement had been arrived at, to ensure the publication of the expurgated edition of the statutes within some defined period of time and within some defined limit of expense. The subject had since then engaged the attention both of the Treasury and of the committee with the view of arriving at a positive understanding on those subjects. As soon as that understanding was arrived at, and not before, would the work be finally undertaken. He could assure hon. gentlemen who took an interest in the matter, that the Treasury would watch very carefully the proceedings of the committee to see that they adhered to their arrangement. The Treasury had been warned by the experience of all that had occurred before, and by the enormous sums that had been spent and wasted on those attempts, and so far as it was possible they would make a definite contract. When that was done he should be happy, if his hon. friend desired, to lay the papers on the table of the House. If the House wished to have a digested edition of the statutes, that would be more difficult, and would require more time. Some gentlemen even required to have the statutes codified, but that would take years. The best way was to begin with something practicable, and go on improving the state of the statute law, and then codification would be a labour which could

be accomplished in a reasonable time.—Mr. DOWNS asked whether there would, at the same time, be a consolidation of the Irish ante-union statutes, and post-union statutes applicable to Ireland alone.—After a few words from Colonel FRENCH, the ATTORNEY-GENERAL said the expurgation of the statutes would refer to all imperial statutes after the union, but not to the Irish statutes before the union. The revision had not been perfectly completed beyond the reign of George III. It had been imperfectly done since; but a Bill was now in preparation to make the revision complete. The House then divided—for Mr. Hadfield's amendment, 64; against it, 217; majority, 153.

MUNICIPAL FRANCHISE BILL.

On the consideration of this Bill as amended, Mr. JACOB BRIGHT moved the insertion of the following clause:—That in this Act, and the said recited Act, wherever words occur which import the masculine gender, the same shall be held to include females for all purposes connected with and having reference to the election of or power to elect representatives of any municipal corporation.—Mr. BRUCE said the clause would get rid of an anomaly in our laws with reference to local self-government, and upon that ground he cordially supported the clause.—Mr. HIBBERT supported the clause.—Agreed to (cheers).—Mr. HIBBERT (in the absence of Lord Frederick Cavendish), moved the insertion of a clause providing that proprietors of shares in companies are not to be deemed contractors, &c., and not to be disqualified from election to municipal offices by reason of such holding.—Agreed to.—Mr. DODD, in the absence of Mr. Stevenson, moved the insertion of the following clause with reference to the qualification of aldermen and councillors, "When any borough consisting of less than four wards shall at any time hereafter be divided into a greater number of wards, the qualification for an alderman or councillor of such borough shall not be increased or altered in consequence of such division, but shall continue the same as if such borough consisted of less than four wards."—Agreed to.—Mr. HIBBERT moved a clause that councillors and aldermen might reside within twenty miles of boroughs instead of seven as now.—Mr. BRUCE suggested fifteen miles instead of twenty. The clause as amended was agreed to. After some other amendments the Bill as amended was agreed to.

THE COMPOUND HOUSEHOLDER.

Mr. GOSCHEN, in moving the second reading of his measure, explained the very important additions to it which he means to introduce in committee. In the first place, he should propose to authorise the revival of the system of compounding, by sanctioning agreements between owners and overseers for the payment of rates in consideration of a definite commission of 25 per cent. The owners of houses under 20l. rating in London, and 10l. in the country (though this limit, he intimated, might be changed in committee), would not only pay the rates, but would be primarily responsible. And to guard against any political disability arising from this change the following precautions would be taken: Owners would be required to give to the overseers a list of the occupiers for whom they compounded, under a penalty of losing their commission; a penalty would be put on the overseers for every name omitted by them from the list; and the occupier, if left out of the list, might go to the revising barrister and claim to be put on the register. In support of these proposals, Mr. GOSCHEN urged that as personal payment of rates had proved impossible, it was useless to insist on it, at the certain expense of much hardship and heartburning to the poorer classes, and argued that the Bill would substitute a system more uniform than compounding.—A long discussion followed on the merits and demerits of the "compounder" the expediency of reviving him, and the intricate details of the rating system generally.—Mr. CORBRANCE defended the practice of compounding, and provoked a general rush out by proposing to read numerous extracts from the evidence given before the select committee on the subject. He moved also that the Bill be read a second time that day six months, but failed to find a seconder.—Mr. HIBBERT, on the other hand, maintained that compounding had been greatly abused, and on the whole approved the mode in which the Government proposed to get out of the difficulty; but Mr. HEADLAM was averse from making another change in a hurry, and suggested that the amendments should be circulated through the country before any action was taken.—Mr. HOLMES, in a maiden speech, expressed his satisfaction with the political settlement of the question, but foresaw that it would not remedy the economical difficulty, for the landlords would take no care to carry it out. He preferred to return to the old system.—Sir M. H. BEACH, to refute the charge that the Conservative party had abolished "compounding," went through the history of Mr. Hodgkinson's amendment, and examined the various plans which had been submitted to last year's committee. All compounding he held to be

bad, but the plan proposed by the Government, which, he hinted, had been taken up in deference to the remonstrances of Birmingham and the East-end, was the worst of all. The country in time, he held, would adapt itself to the present system, and what was wanted was not a general Bill, but a special remedy for a special grievance. As the intrinsic details of the Bill could hardly be considered satisfactory by the House, he suggested that it should be referred to a select committee.—Mr. SHERIDAN, Lord HENLEY, Mr. TORRENS, and Mr. LOCKE gave a general approval of the Bill, but doubted as to some of the details.—Mr. GOURLEY and Mr. Serjeant SIMON were for the abolition of the ratepaying clauses of the Reform Act.—Mr. C. S. READ suggested that the Bill should be confined to Parliamentary boroughs, and Mr. BRIGHT went once again through the *decies repetita* story of the Birmingham compounder's woes, to which, and to all similar cases, the measure would apply an effectual remedy.—The Bill was then read a second time, and Mr. Sheridan's Bill was withdrawn.

THE COMPOUND HOUSEHOLDER.

The Bill to restore the compound householder has been issued as amended in committee. The most important clauses are the 3rd, 4th, 5th, 6th, 12th and 13th, as follows:—

Clause 3. In case the rateable value of any hereditament does not exceed the amount hereinafter specified, and the owner of such hereditament is willing to enter into an agreement in writing with the overseers, to become liable to them for the poor rates assessed in respect of such hereditament for any term not being less than one year from the date of such agreement, and to pay the poor rates whether the hereditament is occupied or not, the overseers may agree with the owner to receive the rates from him, and to allow to him a commission not exceeding 25 per cent. on the amount thereof, subject to the following provisions:

1. That the owner shall deliver to the overseers at the time of entering into such agreement, and from time to time thereafter when required by them in writing, a list containing the names of the actual occupiers of the several hereditaments comprised in such agreement.

2. That if the owner refuses or neglects to deliver such list when so required, he shall not be entitled to deduct or receive the commission agreed to be allowed under this section in respect of any rate then remaining due, but shall be liable to and shall pay such rate in full.

3. That this section shall not extend to any hereditaments the rateable value of which exceeds 20l., if situate in the metropolis, or exceeds 10l. if situate elsewhere.

4. Every payment of a rate by such occupier, notwithstanding the amount thereof, may be deducted from his rent as herein provided, and every payment of a rate by the owner, notwithstanding the allowance of the commission under this Act, shall be deemed a payment of the full rate by the occupier for the purpose of any qualification or franchise which, as regards rating, depends upon the payment of the poor rate.

5. Where the owner has agreed with the overseers to pay the poor rate in conformity with the provisions of this Act, the sums due from him under such agreement, together with the costs and charges of levying and receiving the same, may be levied on the goods of the owner, and be recovered from him in the same way as poor rates may be recovered from the occupier.

6. Notwithstanding any such agreement for payment of the poor rates by the owner, the goods and chattels of the occupier of any hereditament comprised in such agreement shall be liable to be distrained and sold for payment of such rates as may accrue during his occupation of the premises, at any time whilst such rates remain unpaid by the owner.

12. The overseers in making out the poor rate shall, notwithstanding any such agreement as aforesaid, enter in the rate the name of every occupier of any hereditament included in such agreement, and such occupier shall be deemed to be duly rated for any qualification or franchise as aforesaid; and if any overseer wilfully and without reasonable cause omits the name of the occupier of any rateable hereditament from the rate, such overseer shall for every such omission be liable on summary conviction to a penalty not exceeding two pounds: provided, that any occupier whose name has been so omitted shall, notwithstanding such omission and that no claim to be rated has been made by him, be entitled to every qualification and franchise depending upon rating, in the same manner as if his name had not been so omitted.

13. The word "overseer" shall include every authority that makes an assessment for the poor rate, or that collects the same; the word "owner" shall mean any person receiving or claiming the rent of the hereditament for his own use, or receiving the same for the use of any corporation aggregate, or of any landlord or lessee who shall

be a minor, a married woman, or insane, or for the use of any person who shall not be usually resident within the parish in which the hereditament shall be situated; the word "parish" shall signify every place for which a separate overseer can be appointed, and the word "metropolis" shall include only the metropolis as defined by the Metropolis Management Act 1855.

The Act is for England and Wales only, and is to be known as "Poor-rate Assessment and Collection Act 1869."

ESTATE AND INVESTMENT JOURNAL.

STOCK AND SHARE MARKETS.

The market for securities has been firm during the week, with a good demand, a sufficiency, but not a surplus, of money, and marked absence of mere speculation.

Thursday.

At their weekly court this morning the Bank directors reduced the minimum rate of discount from $4\frac{1}{2}$ per cent., to which it was raised on the 6th May, to 4 per cent. This change was generally expected from the fact that the terms of the open market have for the past week or ten days only fractionally exceeded 4 per cent., thus depriving the Bank of its share of what discounting was going on. The joint-stock banks and brokers are arranging for a corresponding reduction in the interest allowed for deposits.

The following are the fluctuations of the week:

ENGLISH FUNDS.	Fri.	Sat.	Mon.	Tues.	Wed.	Thur.
Bank of England Stock	244	244	...	243	244	244
3 $\frac{1}{2}$ Cent. Red. Ann. ...	92	92	92	92	92	92
3 $\frac{1}{2}$ Cent. Cons. Ann. ...	92	92	92	92	92	92
New 2 $\frac{1}{2}$ Cent. Ann. ...	...	...	...	...	...	...
Do. do. Jan. 1894.	76	76	74	...	...	...
New 3 $\frac{1}{2}$ Cent. Ann. ...	92	92	92	92	92	92
5 $\frac{1}{2}$ Cent. Annuities ...	...	...	...	...	...	...
5 $\frac{1}{2}$ Cents. $\frac{1}{2}$ Jan. 1873	...	...	...	...	...	...
Ann. 30 years exp.	...	...	...	...	...	...
April 5, 1885	...	...	...	...	...	...
Do. exp. Jan. 5, 1880	...	...	...	...	...	...
Do. exp. July 1880	111	111	...	...	...	...
Rad Sea Tele. Ann. 1908	...	...	...	20	...	...
Consols. for Acc.	92	92	92	92	92	93
India 5 $\frac{1}{2}$ Cent. for Acc.	...	...	...	...	...	...
Do. 5 $\frac{1}{2}$ Cent. July 1880	...	112	111	111	111	111
India Stock, July 1880	...	...	...	...	...	...
India Stock, 1874	...	213	...	213	213	...
India 5 $\frac{1}{2}$ Cent.	...	...	...	...	...	...
India 4 $\frac{1}{2}$ Cent. 1888	100	100	...	100	100	100
India 5 $\frac{1}{2}$ Cent. 1870	...	...	...	...	...	...
India Bonds (1000l.)	...	...	h	8s. d	...	...
Do. (under 1000l.)	8s. d	...	2s. d	5s. d	...	...
Ex. Bills, 1000l.	b	c	f	...	i	g
Do. 500l.	c	...	g	...	k	...
Do. 100l. and 200l.	...	...	...	...	...	...
3 $\frac{1}{2}$ c.	c	...	g	...	k	...

a Ex. div.	f March 23 per cent., 2s. dis.
b March 23 per cent., 8s. premium; June 3 per cent.	June 3 per cent., 4s. dis.
c March 23 per cent., 3s. premium; June 3 per cent.	g June 3 per cent., 3s. dis.
d Premium.	h Par.
e June 3 per cent., 2s. premium.	i March 23 per cent. par.
	June 3 per cent., 2s. dis.
	k March 23 per cent., 1s. premium.

PUBLIC COMPANIES.

RAILWAY COMPANY.

Waterford and Central Ireland.—A preference dividend at the rate of $2\frac{1}{2}$ per cent. per annum.

BANKS.

Bank of British North America.—A dividend at the rate of 6 per cent. per annum, and a bonus of 1 per cent. declared.

Commercial Bank Corporation of India and the East.—The scheme for arrangement, by which 17s. in the pound is accepted by the creditors as full payment, has received the sanction of the Master of the Rolls.

ASSURANCE COMPANIES.

Emperor Life and Fire Insurance.—A dividend at the rate of 5 per cent., free of income tax, with a bonus of 1 per cent.

Guardian Fire and Life.—A dividend of 2l. 10s. per share.

FINANCE, CREDIT, AND DISCOUNT COMPANIES.

Credit Foncier and Mobilier of England (Limited).—Creditors' claims must be forwarded to Messrs. Mowatt and J. A. Cape, by the 25th instant, the 5th Jan. being appointed for their adjudication.

Trust and Loan of Upper Canada.—A dividend for the half-year at the rate of 8 per cent. per annum.

MISCELLANEOUS COMPANIES.

Anglo-Mediterranean Telegraph.—An additional dividend of 4s. 6d. per share, free of income tax, making 10 per cent. per annum.

Berlin Waterworks.—The final call of 2l. per

share on the new shares is payable on the 30th inst.

Clarence Hotel (Limited).—Creditors must send particulars of claims to Mr. Smart, the official liquidator, by the 29th inst., the 8th July being appointed for adjudicating upon them.

Grand Junction Canal.—A dividend of 2l. 5s. per share was declared.

Malta Mediterranean Gas.—A dividend at the rate of 3½ per cent. per annum.

Smith, Knight and Co. (Limited).—A further dividend of 1s. 6d. in the pound, making 6s. 6d. in all, declared.

Waterloo Bridge.—A dividend of 4s. 8d. in the pound.

West London Wharves and Warehouses (Limited).—A second dividend of 5s. in the pound, making 10s. in all, is payable to the creditors on the 2nd proximo.

REPORTS OF SALES.

[NOTE.—The reports of the Estate Exchange are officially supplied in the following list. Auctioneers whose names are registered there will oblige by reports of their own sales.]

Thursday, June 11.

By Mr. GEORGE PRICKETT, at the Mart.
Leasehold, Nos. 21 to 23, Park-street, Camberwell, producing 75l. per annum, term 60 years from 1865, at 9l. per annum—sold for 150l.

Leasehold, three houses, situate at Fortis-green, Muswell-hill, producing 48l. 12s. per annum, term 60 years from 1854, at 24s. 8d. each per annum—sold for 300l.

By Messrs. NORTON, TRIST, WATNEY, and Co.
Freehold and copyhold land, situate at Croydon and Mitcham, Surrey in 8 lots—lot 1 sold for 65l.; lot 4 sold for 175l.; lot 5 sold for 280l.

Friday, June 12.

By Messrs. RUSHWORTH, ARNOTT, and Co., at the Mart.
Leasehold improved grounds of 70l. 12s. per annum for 61 years, secured on Nos. 36 to 40, Starr-street, and 5 to 10, Bouverie-street, Edgware-road—sold for 1250l.

Freehold business premises, No. 49, Great Marlborough-street, let on lease at 220l. per annum—sold for 4400l.
Leasehold residence, No. 25, Southwick-street, Edgware-road, let at 63l. per annum, term 93 years from 1836, at 9l. per annum—sold for 810l.

Saturday, June 13.

By Mr. WHITTINGHAM, at the Mart.
Freehold building land, situate at Wimbledon, Surrey, in 47 lots, lots 1 to 240 comprised previous sales—lot 239 sold for 85l.; lot 255 sold for 36l.; lot 322 sold for 67l.; lot 323 sold for 67l.

SOLICITORS' JOURNAL.

NOTES OF NEW DECISIONS.

SECURITY FOR COSTS.—A corporation or other similar body, nominally prosecutors, may compel the virtual prosecutors to give security for costs. And the amount of such security is not limited to 200l. But if the security originally ordered be insufficient, the corporation must apply to the court promptly, in order to have the amount increased. They must not wait until the parties have gone on, and the case is ripe for hearing: (*Rep. v. Commissioners, &c., for Southampton*, 20 L. T. Rep. N. S. 585. Bail.)

PLEA OF PARTNERSHIP.—AVERMENT IN EXCESS OF PROOF.—In an action on a bill of exchange a plea of partnership between plaintiff and defendant is good if it shows either that the bill in respect of which the action is brought is a partnership asset, or that it was met with moneys which came out of the partnership funds. And if the plea contains both these averments, the defendant is entitled to judgment if he proves one and fails to prove the other: (*Weston v. Abrahams*, 20 L. T. Rep. N. S. 586. Bail.)

DIVORCE.—BOTH PARTIES GUILTY OF ADULTERY.—COSTS.—In granting or refusing a divorce where both parties have been found guilty of adultery, the court will not exercise the discretion vested in it by the 30th and 31st sections of the Divorce Act, on the mere loose footing of the petitioner's adultery being, under the whole circumstances of each case, more or less pardonable, but its discretion must be regulated and subordinated to rules. Where the adultery of the petitioner had been committed soon after marriage, ten years before the respondent's adultery, and was unknown to the respondent, and therefore could not be condoned by her, the court declined to exercise the discretion, and refused a decree. The court ordered to be deducted from the wife's costs the expenses incurred in preparing to meet a counter charge of adultery, on which no evidence was called: (*Morgan v. Morgan*, 20 L. T. Rep. N. S. 588. D. & M.)

PRACTICE.—PLEA OF COVERTURE.—LEAVE OF COURT.—Where a bill for specific performance had been filed against a married woman, living apart from her husband, but not judicially separated, the court made an order that she might be at liberty to put in a plea of coverture: (*Heggate v. Thompson*, 20 L. T. Rep. N. S. 555. V.C.J.)

COURT OF QUEEN'S BENCH.

(Before HANNEN, J.)
ROBINSON v. BAYLEY.

This was an important case as regarded persons having money to place out on mortgage.

Huddleston, Q. C., and Beresford were counsel for the plaintiff.

Day for the defendant.

The plaintiff was a pawnbroker, and the defendant a solicitor and coroner, both resident at West Bromwich. The plaintiff had been in the habit of employing the defendant, and in Aug. 1868, having 200l. which he wished to put out on mortgage, he applied to the defendant to find him a security. The defendant said he had a security ready, and that the writings would be ready in a day or two. Plaintiff called two or three times, and the defendant put him off. On leaving the defendant's office on the 24th Aug. the plaintiff met Skidmore, the managing clerk to Bayley, and Skidmore told him the writings would be ready the next morning, and Bayley had left word that he must bring the money the next morning. On the morning of the 24th of August the plaintiff went to Bayley's office. Bayley was out, and Skidmore told him he must leave the money with him, and he should have the writings in a day or two. The plaintiff gave him the money, and had a receipt. The plaintiff called at the office two or three times, but only saw Skidmore, who said he should have the writings in a few days. On the 31st August plaintiff called and saw Bayley, who told him if he would bring the money the deeds would be ready on the 3rd September. The plaintiff told him he had left the money there. Defendant asked him with whom he had left it. Plaintiff said he had given it to Skidmore. Defendant said Skidmore was gone out for a couple of days, but when he returned it would be all right. On the 1st September defendant called on plaintiff, and asked to look at Skidmore's receipt. After looking at that, defendant said he feared Skidmore was a scamp, but he would make it all right, and defendant need not make himself uneasy. He afterwards saw defendant, who said he had been to Liverpool after Skidmore, but could not find him, but he would make it all right with plaintiff. The defendant afterwards made many appointments with plaintiff, but did not keep them. However, on one occasion the defendant said if plaintiff was afraid he would give him a promissory note, but plaintiff said he did not doubt Mr. Bayley's honour. The plaintiff then brought this action for the recovery of the 200l.

For the defendant it was submitted that there was not evidence to justify the jury in giving the plaintiff a verdict. If a master held out his servant as being an agent for him to receive money, then he was responsible for the acts of his servant. But that must be in the ordinary course of business. A shopman was not to receive his master's rent. The limit of liability in the present case had not been reached. The plaintiff felt it was an unusual thing to leave the money without having the deed. Skidmore had no authority to receive this money. The plaintiff was aware of the usual practice of Mr. Bayley's office, because he had had other transactions of a similar kind with Mr. Bayley. Attorneys' clerks were never authorised to receive money to be placed out on mortgage, although they might be allowed to receive small sums for costs. The defendant had always repudiated the idea of responsibility for the fraud of his clerk. The defendant stated that Skidmore was only a writing clerk at 1l. a week. One of his duties was to receive small sums for costs. He had no authority to receive moneys to be placed out on mortgage. He had no authority to receive this money. Never told the plaintiff he would make it all right. Had offered plaintiff to share the loss. Took care not to make himself liable. It was the practice in an attorney's office in such a case to pay the principal, and not the clerk. Two other attorneys stated that it was not the practice for a clerk to receive moneys under such circumstances. The jury found a verdict for the plaintiff for 200l.

COURT OF COMMON PLEAS.

Monday, June 7.

Re AN ATTORNEY OF THE COURT.

Garth, Q. C. (with whom was Murray), on behalf of the Incorporated Law Society, applied on affidavits for a rule calling on an attorney of the court to show cause why he should not answer the matters in the affidavits. It appears that for seven years past the "gentleman" in question had been in the habit of answering advertisements for the sale of estates in different parts of England. Having obtained the particulars in answer to his application his course of procedure appeared to have been to make a definite offer by letter on the sum asked. On this being, as it frequently was, accepted, and a contract for the purchase thus entered into with the victim, an abstract of the

title was required in the usual course. Upon this abstract he then, if possible (which it generally was), proceeded to make requisitions which it was impossible for the vendor to fulfil without going to great expense, and then, usually after an unsatisfactory correspondence, he would propose to let the vendor be off his contract on payment of 40l. or 50l. In five cases of this kind which had come to the knowledge of the Law Society—two in 1861, two in 1867, and one in 1869—he had thus obtained sums of 10l. from each. In one case, in 1861, a vendor filed a bill in Chancery against him to compel him to complete his purchase, when the "gentleman" wrote back in answer that the vendor had much better drop the proceeding, for if the matter went further, he must take the only course open to him, which, the learned counsel suggested, meant going through the Bankruptcy Court. His letters were dated from "Chester Old-hall, Staffordshire," which had a high sound with it; but, when sought out there, it turned out to be an old farmhouse, in which the "gentleman" occupied one room, and went there occasionally two or three times a year. Another of his addresses was 29, College-street, Brighton, where, on inquiry, it turned out he had a small bedroom at the top of the house.

BYLES, J.—But these were real addresses, however humble.

M. SMITH, J., asked if there was any false pretence.

Garth could not say that there was, beyond this, that it was clear the "gentleman" never intended to purchase. But at any rate, his was a scandalous and shameful course of conduct, which disqualified him from being an officer of that court.

The court granted a rule nisi.

NEW LAW COURTS AND OFFICES.

Mr. Pownall's estimate of the cost of the property required to be purchased for building the New Law Courts on the Thames Embankment (Howard-street site), and of the amount that could be obtained on a re-sale of the Carey-street site.

To the President of the Incorporated Law Society, 5, Westminster Chambers, Victoria-street, Westminster, June 3, 1869.

Sir,—In accordance with your instructions, I have surveyed the property required to be purchased to carry out Mr. Street's design for building the New Law Courts on the Thames Embankment site, as shown by the plan submitted with his report of May last to the First Commissioner of Her Majesty's Works.

I estimate the cost of acquiring all interest in this property, after allowing for the re-sale of some surplus land in Essex-street, at the sum of 812,415l.

This amount is exclusive of the cost of continuing Essex-street to the north of the Strand, as shown on Mr. Street's plan, and it is exclusive also of any sum that the Metropolitan Board of Works might—and I should think would—claim for that portion of the embanked land which is proposed to be taken, even if the board consented, or were compelled by legislative enactment to allow the land to be used for building purposes.

I have also surveyed the land recently purchased by the First Commissioner of Works, known as the Carey-street site, and I am of opinion that the utmost sum that could be obtained for this property, if used for ordinary building purposes—of shops, houses, or offices—is 364,320l.

I have before referred to the projection of the proposed building on the reclaimed land. The scale of the plan is too small to admit of accurate measurement, but the building appears to me to be intended to project before the main building of Somerset House to the extent of at least fifty or sixty feet.

I venture to think that such a projection before one of the finest public buildings we have would be most unsightly and objectionable, whether seen from the east or the west; and it is certainly in direct departure from the arrangement made as to the future building line between the Temple and Somerset House when the Embankment Act (24th & 25th Vict. c. 42) was passed.

I enclose for your consideration a copy of the plan referred to in the 60th clause of that Act, by which no buildings were allowed to be erected south of a curved line between the south-western angle of the Middle Temple Library and the south-eastern angle of Somerset House.

It is quite true that this particular clause was intended specially to protect the interests of the Duke of Norfolk; but it is no less true that the public interests were duly considered in the matter, both in dealing with His Grace and with the benchers of the Temple, who were also prohibited from building on the reclaimed land intended to be added to their garden.

I am unable to offer any opinion as to the comparative cost of the foundations on the two sites. Probably on this subject, as well as on the point of the proposed projection of the new building before Somerset House, it would be well for the

council to apply to the superintending architect to the Metropolitan Board.

I am, sir, your obedient servant,
GEO. POWNALL.

LIST OF GENTLEMEN APPLYING TO BE ADMITTED AS ATTORNEYS.

Michaelmas Term 1869.

Asplen, Frank, Hulme, and 103, Gower-street, Mid-
dlessex—articled to W. Foyster, Manchester.
Barber, Henry Jocelyn, Brighouse; and 12, Park-street,
Westminster—F. Barber, Brighouse.
Bateson, Andrew Malcolm, Masham, York—J. Fisher,
Masham.
Beidoe, William, Aberdare—I. D. Rees, Aberdare.
Bellas, William, 356, Edgware-road; and 6, New
Ormond-street—R. Holden, Liverpool.
Boulter, Walter Consett, Kingston-upon-Hull—E. C.
Bell, Kingston-upon-Hull; and J. Leak, Kingston-
upon-Hull.
Boulton, Charles, Beverley—T. Shepherd, Beverley.
Boyott, William, Rugeley—J. Gardner and R. Landor,
Rugeley.
Brown, Charles Cornish, 34, Bernard-street, Russell-
square—S. Brown, Bristol; and T. S. Parnell, Bristol.
Burrill, Charles James, Leyburn, York; and 25, Fre-
derick-street, Gray's-inn-road—H. T. Robinson, Ley-
burn.
Butterworth, Charles Henry, 20, North Audley-street,
and Clevedon, Somerset—H. Abbot, Bristol.
Carlyon, Alexander Keith, St. Austell; and 49, Lin-
coln's-inn-fields—E. Carlyon, St. Austell.
Cheeseman, William, Lewes—M. S. Blaker, Lewes.
Clarke, John Thomas, Great Yarmouth; 25, Upper
Barnsbury-street; and 14, Spurstone-road, Hackney.
Henry Palmer, Great Yarmouth.
Cooper, Christopher Bird, 1, Weatherhall-place, Hamp-
stead—T. Cooper, 23, New Ormond-street.
Cooper, George Henry, Pewsey, Wilts; and 27, King
Henry's-road, Hampstead—S. B. Dixon, the Younger,
Pewsey; and James H. Street, Raymond-buildings.
Cotinger, Maurice Charles, 22, Essex-street, Strand—
E. L. Hooper, 37, Southampton-buildings; G. A.
James, 24, Essex-street; and R. J. Macarthur, 22,
Essex-street.
Coward, Christopher Lethbridge, Lancaster; and 49,
Lincoln's-inn-fields—J. L. Coward, and E. F. Kemp-
son, Lancaster.
Crook, James, Chorley—J. C. Crook, Chorley.
Crowder, William Henry, 16, Cumberland-terrace,
Regent's-park; and 18, Torrington-square—G. A.
Crowder, 55, Lincoln's-inn-fields.
Derry, William Main, Gedney, Lincoln; and East Ret-
ford, Notts—G. Marshall, jun., East Retford.
Dunn, Hugh James, Darlington; and 27, Queen's-road,
St. John's-wood—H. Dunn, Darlington.
Edith, Alban Milburn, 84, Ledbury-road; and Bath—
A. H. English, Bath.
Foster, Henry Langstaffe, Newcastle-upon-Tyne—J. L.
Foster, Newcastle-upon-Tyne.
Fox, John Henry, Redenhall with Hasleston; and
Worford-road, Islington—W. S. Fox, Redenhall with
Hasleston; and G. O. Lyles, Redenhall with Has-
leston.
Fowler, John Seymour, Rock-ferry, Liverpool; and 4,
Rothwell-street, Regent's-park—A. B. Anderson,
Liverpool.
Freeman, Richard John, 34, Bridge-road, West Batten-
sea—E. M. Freeman, 4, Great James-street.
Furley, Charles John, Ashford—E. Furley, Ashford.
Gates, Thomas, 10, King Bench-walk—Messrs. Deakin
and Dent, Wolverhampton.
Gayford, Edward, Tunbridge Wells; and Brighton—
W. M. Hazard, Haslestone, Norfolk; and T. P. Simp-
son, Tunbridge Wells.
Greene, William Ashbury, 28, John-street, Bedford-
row; and 8, Guilford-place, Middlesex—A. Rawlinson,
8, Guilford-place.
Gerrile, Arthur Edwin, Northampton; and 8, John-
street, Bedford-row—J. H. Hearn, Ryde.
Hallowes, William Alexander Tooke, 32, Tavistock-
square—W. Hallowes, 39, Bedford-row.
Henson, Frederick William, Southfield Hessele, York;
and Newnham-villa, Clapton—H. Cook, Kingston-
upon-Hull; William Watson, Hedon-in-Holderness;
and T. Hudson, Kingston-upon-Hull.
Hett, Francis Crowder, 4, Bedford-row—J. Hett, Briggs;
and F. M. Russell, Bedford-row.
Hewson, Frederick, Liverpool; and 11, Staple-inn—E.
Bauer, Liverpool.
Holmes, Robert, Selby, York; and 19, Charterhouse-
square—C. Hodgson, Selby.
Hunt, Alfred, Chiswick; and Putney—B. Hunt, 6,
Gray's-inn-square.
Hunt, James Allen, Manchester; and 14, Lincoln's-inn-
fields—A. Grundy, Manchester; and J. Woodcock, 4,
Lincoln's-inn-fields.
Huxley, Frederick, Kingston-upon-Hull; and Lincoln
T. L. Farrer, Manchester.
Hutchinson, James John, 25, Red Lion-square—C. B.
Lester, 15, Bedford-row.
Jones, Thomas Parry, Ruthin; and 16, King-street,
Cheshire—L. Adams, Ruthin.
Kitson, Charles William, Torquay; and 6, Milman-
street, Bedford-row—C. Kitson, Torquay; and T.
Hayer, 6, Raymond-buildings.
Kitson, Robert, B. A., 8, St. Petersburg-place, Bays-
water; and 12, Lincoln's-inn-fields; J. Kitson, Tor-
quay; and P. T. Woollett, 12, Lincoln's-inn-fields.
Minett, Henry Wallace, Ross; and 11, Torrington-
square—H. Minett, Ross.
Mitchell, William George Carter, Bedford; and 61,
Carey-street—T. W. Pearse, Bedford; and W. Ley,
61, Carey-street.
Morris, Thomas Myddleton, 22, Basinghall-street—
A. Carr, 22, Basinghall-street.
Mury, John Frederick, Langport, Somerset; and
6, Royal-place, Greenwich—G. B. Murly, Bristol.
Musgrave, John Raven, Whitehaven; and 1, Bedford-
row—J. Musgrave, Whitehaven.
Norton, Edwin, Weston-super-Mare; and 14, Bruns-
wick-square—J. H. Clifton, Bristol; and J. G. Hobbs,
Bristol.
Pater, John Thomas, Peterborough; and 14, King-
street, Finsbury-square—L. J. Deacon, Peterborough.

Phillips, Charles Edward, Hertford—A. Hawks, Hert-
ford.
Pitt, Richard Joseph Williams, West Bromwich—W.
Rankin, West Bromwich.
Prideaux, Robert Walter, 12, Halsey-street, Chelsea;
and Manchester—S. W. Prideaux, Dartmouth; and
N. Earle, Manchester.
Ratcliff, Edmund Theodore, Birmingham; and 38,
Bedford-row—W. P. Alcock, Birmingham; and C. F.
Tagart, Bedford-row.
Roberts, Frederick, Stourbridge; and Clent—J. Girdle-
stone, 18, New-street, Spring-gardens; and J. Har-
ward, Stourbridge.
Robinson, Henry, Ripon—R. Robinson, Ripon.
Rogers, Thomas Henry Tate, Bristol; and 14, Lincoln's-
inn-fields—Fussell and Pritchard, Bristol.
Salmon, William Henry Campbell, Bristol; and 61,
Carey-street—R. Phippen, Bristol.
Sewell, Henry Summers, Newcastle-upon-Tyne—T. T.
Hoyle, Newcastle-upon-Tyne.
Sharpe, William Arthur, 1, Highbury-terrace, Islington
—W. Sharpe, 41, Bedford-row.
Shenton, William, Winchester; and 134, Leadenhall-
street—A. J. Lee, Winchester.
Shepherd, Algernon Henry, 36, Rochester-road, Ken-
tish-town; and Faversham—J. Stilwell, Dover.
Sheppard, Frederick James, Towcester; and 38, Bed-
ford-row—J. H. Sheppard, Towcester.
Smyth, Benjamin, 10, Albert-square, Clapham-road; and
6, Crown Office-row—S. B. Robertson, 6, Crown Office-
row.
Smyth, Richard Phillott, 8, Blenheim-villas, St. John's
Wood—G. J. Robertson, Bath.
Sudlow, John, jun., Manchester; and 32, Norfolk-street,
Strand—J. Bury, Manchester; J. Sudlow, Man-
chester; and N. C. Milne, Temple.
Syms, Frederick Richard, 18, Manor-terrace, Brixton;
and 7, Furnival's-inn—J. L. Syms, 7, Furnival's-inn.
Tatham, Richard Turner, 44, Malpas-road, New-cross;
Lancaster; 5, Holford-street, Clerkenwell; and 11,
Great Percy-street—J. Sharp, Lancaster.
Terry, Frederick William Imbert, 22, Torrington-
square; and 10, Park-villas West, Regent's-park—W.
Galsworthy, 12, Old Jewry Chambers.
Vaughan, Philip Arthur, 37, Beaumont-square—P.
Vaughan, Aberystwith; and A. C. Spaul, 4, Verulam-
buildings.
Walker, Walter, Northampton; and 32, Baker-street—
W. Dennis, Northampton.
Ward, John Sandilands, 52, Lincoln's-inn-fields—F.
W. Remnant, 52, Lincoln's-inn-fields.
Waters, Charles William, 19, Calthorpe-street; and 24
and 25, Fenchurch-street—T. Waters, Winchester;
and G. Henderson, Fenchurch-street.
Watkins, James Bulekley, Shrewsbury—J. B. Watkins,
Shrewsbury.
Watson, James, Heden in Holderness; and 14, Gray's-
inn-square—W. Watson, Heden in Holderness.
Watson, William James, Barnard Castle—W. Watson,
jun., Barnard Castle.
Whitehead, James Dove, York—F. W. Calvert, York.
Wheeler, Charles Henry, Leicester; and 24, Arundel-
street, Strand—S. F. Stone, Leicester.
Wicks, Henry Philip, Thorpe—J. Brockbank, White-
haven.
Wight, Thomas Holyoake, Dudley; and 24, Lincoln's-
inn-fields—B. Robinson, Dudley; G. Birch, Lichfield;
and B. Robinson, Dudley and London.
Wilson, Richard Arthur, Salisbury—T. Thring, Wilton.
Wright, Warner, Norwich; and 41, Bedford-row—I. B.
Coaks, Norwich; and R. A. Parker, 41, Bedford-row.

Michaelmas Term 1869, pursuant to Judges' Order.

Atkinson, Fenton Granger, Manchester—E. Atkinson,
Manchester.
Barlow, Stephen Babington, 16, London-street, Fen-
church-street—J. A. McLeod, 16, London-street.
Brier, John Frederick, Newark-upon-Trent—C. C.
Footitt, Newark-upon-Trent.
Burch, Ralph, 13, Devonshire-terrace, Kensington; and
39, Basinghall-street—A. Burch, Exeter.
Butterworth, Osmond, 142, Albany-street; and Roch-
dale—C. A. Swinburne, Manchester; and H. W.
Parker, Manchester.
Cockcroft, William, Todmorden; 38, Bedford-row, and
4, Lower Calthorpe-street—A. G. Eastwood, Tod-
morden; and W. Janeway, 38, Bedford-row.
Cooper, John Edward, Porthill, Wollstanton—W.
Cooper, Tunstall.
Foster, William Joseph, 4, Prospect-place, Peckham-
rye; and 19, Doughty-street—H. W. Fisher, 19,
Doughty-street.
Hawkin, Frederick Thomas, Sheffield—H. E. Watson,
Sheffield.
Hayden, Frederick William, Skelton; and 72, Churchill-
road, Highgate-road—W. H. Cobb, York.
Hill, Pascoe Grenfell, Helston; and 1, Bedford-row—
F. Hill, Helston; and T. Rawle, 1, Bedford-row.
Lumley, Theodore, 22, Conduit-street—R. B. Lumley,
22, Conduit-street.
Oates, Charles Henry, 13, Euston-road; Great Grimsby;
and Backhurst-hill, Essex—C. M. B. Veal, Great
Grimsby.
Palmer, Charles William, Cambridge—F. Barlow, Cam-
bridge.
Presswell, George, 10, Old Jewry-chambers—J. McDiarm-
id, Old Jewry-chambers.
Simpson, Higson, Great Grimsby; and 36, Bedford-row
J. Winttingham, Great Grimsby.
Wason, James, Jun., 20, Bedford-row; and Liverpool—
P. Simpson, Liverpool.
Wheler, Charles Trevor, Bristol—W. C. Crutwell,
Frome.
Willmott, Henry George, Bristol—R. Stubbs, Bristol.

Michaelmas Vacation, 1869.

Hall, George Astell, 11, Brownwood-park South, Horn-
sey—W. Jaques, 8, Ely-place.
Hextall, William Brown (Judge's order), Kettering; and
1, Copthall-court—G. W. Lamb, Kettering; and Ware
& Westall, 1, Copthall-court.
Le Riche, Ebenezer, 7, Gray's-inn-place, and 8, War-
wick-court—C. T. Foster, 13, Gray's-inn-square;
and E. W. Le Riche, 8, Warwick-court.
Liggins, Henry Joseph, 9, Bedford-row—P. A. Hamrott,
9, Bedford-row.

Palmer, Alexander Douglas Greenlaw, Cheltenham, and
19, Cnenies-street, Bedford-square—W. H. Gwinnett,
Cheltenham.

CREDITORS UNDER ESTATES IN CHANCERY. LAST DAY OF PROOF.

BEARD (Henry), Sneinton-street, Nottingham. July 6;
Parsons and Son, solicitors, Nottingham. July 13; V.C.S.,
at one.
BILLINGS (James), Stone Cott, Norton-in-the Moors, Staf-
ford. July 1; R. Heaton, solicitor, Burslem. July 14;
M. R., at eleven.
BROWNE (Mary A.), 29, Union-square, Spitalfields. July 3;
J. Edell, solicitor, 33, King-street, Cheapside. July 10;
M. R., at eleven.
DAY (Wm. C.), Biford, Warwick. July 10; Messrs. Palmer,
Son, and Co., solicitors, Paradise-street, Birmingham.
July 21; V.C.S., at twelve.
DEPLEDGE (Elizabeth), 3, Sussex-place, Loughborough-road,
Brixton. June 26; J. H. Grant, solicitor, 260, Kennington-
road. July 7; V.C. M., at twelve.
DOVE (Roger), Great Corby, Carlisle. July 1; E. Hough,
solicitor, Carlisle. July 10; M. R., at twelve.
GUTHRIE (Thos. W.), Chillingham, Stafford. June 30; R. N.
Heane, solicitor, Newport, Salop. July 7; V.C. J., at
twelve.
GRAY (Harriett), Rose Cottage, Bow-road, Bow. July 10;
T. E. Fearnley, solicitor, 105, Broad-street, Ratcliffe. July
28; V.C. S., at twelve.
HARMAN (John), High Wycombe. July 6; A. T. Cox,
solicitor, 28, St. Swithin's-lane, City. July 16; V.C. S., at
one.
JORDAN (William), Slough, Bucks. July 7; Darwill, Dar-
will, and Co., solicitors, Windsor. July 17; M. R. at twelve.
LINDLEY (Robert), 39, Percy-street, Rathbone-place. July 3;
Sandys and Knott, solicitors, 5, Gray's-inn-square. July 17;
M. R., at eleven.
OWEN (H. D.), Prestbury, July 1; Bubb and Sons, solici-
tors, Cheltenham. July 14; M. R., at eleven.
PARKER (George), High-street, Weymouth. June 29; Combe
and Wainwright, solicitors, 9, Staple-inn. July 12; V.C. J.,
at twelve.
SKOTTS (Thomas), France. July 21; Young and Jackson,
solicitors, 12, Essex-street, Strand. July 31; V.C. S., at
twelve.

CREDITORS UNDER 22 & 23 VICT. c. 35.

Last day of Claim, and to whom Particulars to be sent.

BRACE (John), Blackford, Tamworth. July 31; Thomas
Simcox, solicitor, 20, Waterloo-street, Birmingham.
CARTER (Thomas), Henley-on-Thames. Aug. 29; Taylor,
Hoare, and Co., solicitors, 28, Great James-street, Bed-
ford-row.
CAIRD (Jennet), 49, Berwick-street, Soho, W. July 1; R.
Boulton, solicitor, 11, Berners-street, W.
DASHWOOD (Wm. B.), 69, Green-street, Grosvenor-square.
July 1; F. Schuch, 92, solicitor, 4, Dyer's-buildings, Holborn.
FARRELL (W. K.), Norwich. July 1; I. B. Coaks, solicitor,
Bank-plaza, Norwich.
GUEST (Josh.), Wigan. June 12; Leigh and Ellis, solicitors,
Wigan, Lancashire.
HARRISON (Elizabeth), Green-road, Southsea. July 1;
Pearce and Marshall, solicitors, 13, Union-street, Portsea.
HAYE (Noel F.), 1, Bath-place, Queen's-road, Peckham. Aug.
2; Books, Kenrick, and Co., solicitors, 16, King street,
Cheapside.
HERING (Frederick), 11, Argyll-street, Westminster. July
31; Hollingsworth, Tyerman, and Co., solicitors, 4, East
India Avenue, London.
JACQUES (Thos.), 23, High-street, Godalming. July 14; R. E.
Mellersh, solicitor, Godalming, Surrey.
JONES (Elphaz), Hanley, Stafford. July 27; Chas. E. Chal-
mer, solicitor, Hanley, Staffs.
KAY (Mary Jane), Atherton-Grange, Wimbeldon. Aug. 1;
Bower and Cotton, solicitors, 46, Chancery-lane.
KYNASTON (Ann), Cotton, Wem, Salop. July 1; H. J. Barker,
solicitor, Wem.
MOY (Henry), Carbrooke, Norfolk. July 1; Robert Cates,
solicitor, Fakenham, Norfolk.
PALMER (Thos.), 92, Homfilditch. July 7; F. Broughton,
solicitor, 48, Finsbury-square.
RATUONE (The Rev. Edward J.), Lichfield. July 10; Best
and Horton, solicitors, Birmingham.
RICHARDS (Henry), Croydon, Surrey. Aug. 10; Dean and
Chubb, solicitors, 11, South-square, W.C.
SEDFORD-FILLIS (Edward S.), Ballard-lodge, Alverstoke,
Southampton. July 15; Hellard and Son, solicitors, 132,
High-street, Portsmouth.
SNOOKE (Mrs. Mary Ann), Purbrook, Southwick, South-
ampton. July 15; Hellard and Son, solicitors, 132, High-
street, Portsmouth.
STALLION (Harriet), 33, Fleet-lane, Farringdon-street.
July 1; N. Bennett, solicitor, 4, Furnival's-inn, E.C.
STRONG (Samuel), Norbiton, Surrey. July 12; Charles J.
Mander, solicitor, 9, New-square, Lincoln's-inn, W.C.
THURMAN (Lady Sarah J.), Holt, Denbigh, and France.
Aug. 1; Bower and Cotton, solicitors, 46, Chancery-lane.
TUGWELL (Mary), 68, London-road, Brighton. July 16;
Upperton, Upperton, and Co., solicitors, Brighton.
WATSON (Elizabeth), High-hill, Saleby, Cumberland. Aug. 2;
H. Dobinson, solicitor, 5, Bank-street, Carlisle.
WATSON (Margaret), High-hill, Saleby, Cumberland. Aug. 2;
H. Dobinson, solicitor, 5, Bank-street, Carlisle.
WAY (Sarah), Rugby, Warwick. June 26; Tucker, New, and
Co., solicitors, 4, King-street, Cheapside.
WEBBER (Miss Mary E.), 28, Nottingham-place. July 10;
Farrer, Overy, and Co., solicitors, 66, Lincoln's-inn-fields.
WAIDE (George), Merton-lodge, Cowley-road, Brixton. July
7; W. Gardiner, solicitor, 39, Chancery-lane.
YOUNG (Thos.), Walton-upon-Thames. Sept. 29; Graze-
brook, Paine, and Co., solicitors, Chertsey, Surrey.

UNCLAIMED STOCK AND DIVIDENDS IN THE BANK OF ENGLAND.

[Transferred to the Commissioners for the Reduction of the
National Debt, and which will be paid to the persons
respectively whose names are prefixed to each, in three
months, unless other claimants sooner appear.]

BALLINGALL (Dorcas), Hampshire-terrace, Southsea. Divi-
dend on 31/13. 9d. Reduced Three per Cents. Claimant,
Lord A. W. Bouverie.
DERING (Rev. Osmond), Edworth Rectory, Bedfordshire.
Dividend on 31/6. 2d. Reduced Three per Cents. Claimant,
Rev. Osmond Dering.
PRICE (Elizabeth), Stratton-street, Piccadilly. Dividend on
28/5. Reduced Three per Cents. Claimant, Hon. Robert
Price's Charity.
SQUIRE (Francis O.), London-road, Croydon, Surrey. Divi-
dend on 20/515. 5s. 4d. Reduced Three per Cents. Claimant,
Frances Octavia Squire.
SULLIVAN (George J.), Wilmington, St. Helen's, Isle of Wight.
Dividend on 20/515. 5s. 4d. Reduced Three per Cents. Claimant,
Robert Sullivan, E. R. Bence, and Rev. J. F.
Sullivan, executors.

On Monday next the Judicial Committee of the
Privy Council will commence their sittings. There
are forty-six appeals on the list.

Notice has been issued that official liquidators
applying for remuneration before the Long

Vacation must make their claims by the 10th of next month.

Mr. J. P. Collins, solicitor, of Crosby Hall Chambers, Bishopsgate-street, has received the thanks of Her Majesty the Queen, for his poem, the May Queen, written in commemoration of Her Majesty's jubilee, which Her Majesty has been graciously pleased to accept.

At the annual meeting of the Gloucestershire Law Society, held at the Severn Bank Hotel, Newnham, on Wednesday week, the long and honourable services of Mr. John Burrup, as honorary secretary for more than half a century, received a just and graceful acknowledgment, in the presentation to him of a substantial testimonial, in the shape of a sum of one hundred pounds.

THE BENCH AND THE BAR.

CALLS TO THE BAR.

MIDDLE TEMPLE, June 7.—The undermentioned gentlemen were this day called to the degree of the Utter Bar by the Hon. Society of the Middle Temple, viz.:—Richard Hallilay, Esq., holder of studentship awarded by the Council of Legal Education, Trinity Term 1869, and of an exhibition in common law on subject of lectures, July 1868; Alfred Douglas Adrian, Esq., B.A., University of London; Edward Thelwall, Esq., M.A., Trinity College, Cambridge; Christopher John Coveny, Esq., of the University of London; William Wilbraham Bleythin Hulton, Esq., B.A., Trinity College, Cambridge; Philip Stern, Esq., of University College, London; Alfred Hams-worth, Esq., Augustin Bernard Kelly, Esq., M.A., Trinity College, Dublin; Thomas Milvain, Esq., LL.B., Trinity Hall, Cambridge; Frederick Mead, Esq., A.K.C.; John Nicholas Harrington, Esq., Basil Lang, Esq., late of Trinity College, Dublin; George Edward Goodyear, Esq., Walter Hector Maskell, Esq.; Richard Myles Brown, Esq., Roger Yelverton Dawson-Yelverton, of Magdalen Hall, Oxford; John William Williamson, Esq., Douglas Alexander Spalding, Esq., Lucius O'Brien Blake, Esq., William Noirmont Conyers D'Arcy, Esq., Fernand Castellan, Esq., Jonas Daniel Vaughan, Esq., F.R.G.S.; Arthur Edwin Sharpley, Esq., and David Buchanan, Esq.

INNER TEMPLE, June 7.—The undermentioned gentlemen were this day called to the Bar by the Hon. Society of the Inner Temple, viz.:—Sampson Copestake, Esq., M.A., Cambridge; William Scott Dowson, Esq., B.A., Cambridge; William Henry Wilson, Esq., B.A., Oxford; Alexander Martin Bunster Bremner, Esq., B.A., Cambridge; Alfred Harrison, Esq., Henry Sydney Grazebrook, Esq., William Elias Mozley, Esq., B.A., Cambridge; Alfred Erskine Hardy, Esq., B.A., Oxford; Thomas Phillips Price, Esq., M.A., Oxford; Peile Thompson, Esq., B.A., Cambridge; Charles Fox Roe, Esq., B.A., Cambridge; Philip Lovell Phillips, Esq., Oxford; Robert Taunton Raikes, Esq., M.A., Oxford; Edmund Sutton, Esq., B.A., Oxford; Henry De la Beche Dillwyn, Esq., LL.B., Cambridge; Edmund McKenzie Sneyd Kynnersley, Esq., B.A., Oxford; Frederic Wyatt, Esq., George Arthur Watson, Esq., B.A., Cambridge; Willmot Dixon, Esq., LL.B., Cambridge; George Harper, Esq., Cyril Dodd, Esq., B.A., Oxford; Henry Duff Traill, Esq., B.C.L., Oxford; Henry George Tuke, Esq., Thomas Fenwick Fenwick, Esq., M.A., Oxford; William Robert Collyer, Esq., M.A., Cambridge; and John Walter Devereux Deverell, Esq., M.A., Oxford.

LINCOLN'S INN, June 7.—The undermentioned gentlemen were this day called to the degree of Barrister-at-Law by the Hon. Society of Lincoln's Inn, viz.:—John Henderson, Esq., exhibitor, general examination Trinity Term 1869; Richard Crawley, Esq., Oxford, B.A.; Albert Sidney Chavasse, Esq., Oxford, M.A., and B.C.L.; John Monsey Collyer, Esq., Oxford, B.A.; Courtenay Peregrine Ilbert, Esq., Oxford, B.A.; Robert Conway Dobbs, Esq., Cambridge, M.A.; John Emilius Lancelot Shadwell, Esq., Oxford, M.A.; Maxwell Cormac Collinan, Esq., Fellow of Christ's College, Cambridge, B.A.; John Eltham Mylne, Esq., Oxford, B.A.; William Robert Alexander, Esq., Dublin, B.A.; John Croker Barrow, Esq., Oxford, M.A.; Edward Lee Carteret Price Hardy, Esq.; William Henry Fox, Esq., Cambridge, B.A.; John Charles Wood, Esq.; James William Hayes, jun., Esq., Madras University; Clement Arthur Thruston, Esq., Oxford, B.A.; Henry Burton Buckley, Esq., Fellow Christ's College, Cambridge, B.A.; John Edward Arthur Murray Scott, Esq.; William Neish, jun., Esq., Cambridge, B.A.; Frederick James Fegen, Esq., James Hamilton, Esq., Samuel Hill Smith Lofthouse, Esq., Cambridge, LL.B.; George Armit Holmes, Esq., Cambridge, B.A.; Alexander Meyrick Broadley, Esq., Henry Merivale Trollope, Esq., William Garvie, Esq., St. John's College, Halifax, Nova Scotia, B.A.; Thomas Northmore Lawrence, Esq., Oxford, B.A.; John Charles Dundas, Esq.,

Cambridge, B.A.; and Robert Hannibal Smith, Esq.

GRAY'S INN, June 7.—At a pension holden this day, James Burke, B.A., Trinity College, Dublin, the fourth son of John Joseph Burke, late of Rutland-square, Dublin, Esq., M.D., deceased; Horace Tompson Chitty, of No. 2, Essex-court, Temple, gentleman, the eldest son of Tompson Chitty, late of Essex-court, Temple, Esq., barrister-at-law, deceased; Adam Rivers Steele, of Cricklewood, in the county of Middlesex, Esq., the second son of Thomas James Steele, late of Sawbridgeworth, in the county of Hertford, Esq., deceased; John Edward Dibb of Wakefield, in the West Riding of the county of York, gentleman, the fourth son of Christopher Bolland Dibb, late of Leeds, in the said county of York, acting registrar of deeds for the said West Riding; and William Edward Wynn Williams, of Portmadoc, in the county of Carnarvon, gentleman, the eldest son of David Williams, of Dandrueth Castle, in the county of Merioneth, Esq., were called to the degree of Barrister-at-Law, by the Hon. Society of Gray's Inn.

COURT OF COMMON COUNCIL. THE CORPORATION AND MR. COMMISSIONER KERR.

A special Court of Common Council has been held at Guildhall—the Lord Mayor presiding—for the purpose, chiefly, of taking into consideration a report from the special committee appointed to consider the matters in question between the Corporation and Mr. Commissioner Kerr, the judge of the City of London Court. It may be said that Mr. Kerr has recently applied for a mandamus in the Court of Queen's Bench for the purpose of getting paid to him the fees of the City of London Court, in addition to the salary received by him from the Corporation of 1500*l.* a year. Efforts however, have in the mean time been made with the view of effecting an amicable arrangement, and the committee, after frequent consultations with the judge, have agreed to an arrangement which has received the full assent of Mr. Kerr. The principal points in the arrangement were that Mr. Kerr should sit as a commissioner at the Central Criminal Court on the first Tuesday in each session and at any time when the Recorder or Common Serjeant could not attend; that in consideration of the claims made by the judge being entirely withdrawn he should be paid a salary of 1800*l.* per annum, commencing from the 1st Jan. 1868, as judge of the City of London Court, in addition to the 300*l.* received by him as a commissioner of the Central Criminal Court, and that he be paid the sum of 100 guineas as a settlement of his claims; that with respect to the suit now pending between the judge and the Corporation, counsel be requested to attend the Court of Queen's Bench tomorrow, and state that an amicable arrangement has been agreed to; and that with respect to Admiralty jurisdiction the judge should be placed in the same position by the corporation that other County Court judges might be placed by Parliament. The report was agreed to almost unanimously.

THE BAR OF IRELAND.—A very numerous attended meeting of the members of the Irish Bar was held in the library of the Four Courts on Saturday last. The object was to consider the propriety of seeking an alteration in the constitution of the governing body, and to have the management vested more in the Bar itself than in the judges. Of the benchers twenty-nine hold judicial or official positions, and fifteen are barristers. A committee of eight was appointed to consider the subject and report upon it to an adjourned meeting of the Bar.

The Benchers of the Hon. Society of the Inner Temple have presented their talented and respected organist (Edward J. Hopkins, Esq.) with a cheque for fifty guineas, in recognition of his valuable services during the long period of twenty-six years. We are informed, says the *Musical Standard*, that this very courteous act was communicated in the most handsome terms.

The twenty-seventh general meeting of the Courts of Justice Commission was held on Friday afternoon last week, at the offices of the Commission, when it was unanimously agreed that a committee should be appointed to examine minutely all the questions of measurement and costs. We are therefore relieved from the apprehension that the Ministerial plan will be hastily forced upon the consideration of Parliament; and have now, for the first time, an assurance that all the facts material to the question will be collected and presented in an authentic form by a public body whose impartiality and authority will not be disputed. The following members were present: Right Hon. Robert Lowe (the Chancellor of the Exchequer), Lord Chief Justice Bovill, Lord Justice Selwyn, the First Commissioner of Works, Vice-Chancellor Stuart, Vice-Chancellor Malins, Mr. Baron Martin, Mr. Justice Montague Smith, the Queen's Advocate,

Sir Roundell Palmer, Q. C., M.P., Mr. John Henry Bolton, Mr. Pearce William Rogers, Mr. George Hume, Mr. Charles Manley Smith, Mr. William Morgan Benett, Mr. William Henry Walton, Mr. H. Cadogan Rothery, Mr. Augustus Frederic Bayford, Mr. John Greenwood, Q. C., Sir Alexander Young Spearman, Mr. Henry Arthur Hunt, Mr. R. P. Amphlett, Q. C., Mr. Thomas Southgate, Q. C., Mr. John Young, Mr. William Strickland Cookson; and Mr. Edwin W. Field, honorary secretary, and Mr. G. E. Street, A.R.A., the architect.

MAGISTRATE AND PARISH LAWYER.

NOTES OF NEW DECISIONS.

A Corporation or other similar body nominally prosecutors may compel the virtual possessor to give security for costs: (*R. v. Commissioners, &c. of Southampton*, 20 L. T. Rep. N. S. 585. Mellor and Hayes, JJ.)

BREAD—SALE OF OTHERWISE THAN BY WEIGHT.—Sect. 4 of 6 & 7 Will. 4, c. 37, enacts that bakers and sellers of bread, shall sell bread only by weight. Where a person went into a baker's shop and asked for a quart loaf (meaning a quarter loaf) and was served with a loaf of less weight than 4*lb.*, and there was no evidence that the bread had been weighed, it was held to be a selling of the bread otherwise than by weight: (*Mitton v. Troke*, 20 L. T. Rep. N. S. 563. Q. B.)

HIGHWAY—ENCROACHMENT—FENCE.—Sect. 51 of the Highway Act enacts that if any person shall encroach by making any hedge or other fence on the side of any carriage way, or within 15*ft.* from the centre thereof, he shall be subject to conviction, &c. B. erected a fence on the site of an open and unenclosed ditch which was his property, but was within 15*ft.* from such centre of the highway. It was held not to be an encroachment within this section: (*Field v. Thorne*, 20 L. T. Rep. N. S. 563. Q. B.)

REAL PROPERTY LAWYER AND CONVEYANCER.

NOTES OF NEW DECISIONS.

WILL—SPECIFIC DEVISE—APPORTIONMENT.—The owner of the two landed estates, H. and B., subject to a mortgage which operated as a primary charge upon H., and as a further charge upon B., by his will devised B. specifically and H., which was the only other real estate of which he died possessed, passed by a residuary devise: Held, that, a residuary devise of real estate being specific, the two properties must bear the mortgage rateably. (*Brounson v. Lawrance*, 18 L. T. Rep. N. S. 143; L. Rep. 6 Eq. 1, observed upon. Where the husband of a woman entitled in remainder to real estate was adjudicated a bankrupt prior to his wife's estate falling into possession, his contingent interest as tenant by the curtesy did not pass to his assignees: (*Gibbins v. Eyden*, 20 L. T. Rep. N. S. 516. V.C.M.)

WILL—REMOTENESS—PERPETUITIES.—A testatrix gave real and personal estate upon trust, after sale and conversion, for S. for life, with remainder to the eldest son of S. for life (S. being then unmarried), with remainder to E. for life, and after the decease of the survivor of them, upon trust "to pay and transfer the said Government securities unto all and every the children of S., share and share alike, if more than one, and if but one then to such one child, and the child or children of such of the children of S. as shall be then dead, according to the Statute of Distributions; but in case there shall be no child or grandchild of S. then living, then over: Held, that the limitations to the children and grandchildren of S. were void for remoteness, the vesting being postponed until after the expiration of the life of a person unborn at the death of the testatrix. (*Avern v. Lloyd*, L. Rep. 5 Eq. 383; 18 L. T. Rep. N. S. 282, and *Ashley v. Ashley*, 6 Sim. 358, observed upon: (*Stuart v. Cockerell*, 20 L. T. Rep. N. S. 518. V.C.M.)

WILL—MEANING OF TERM "ISSUE."—A testator gave the residue of his property upon trust in equal shares to his four sisters, married women, during their lives, for their separate uses, and directed that when and so soon as either of them should die without leaving issue, the share or shares of her or them so dying should be divisible among the survivors, and the issue of any who might then be dead, in equal

shares, but such issue to take only their respective parent's share therein. And when and so soon as any or either of his said married sisters should die and leave issue, then upon trust to call in the original and accruing share or shares of her or them so dying leaving issue, and pay the same unto such respective issue, if more than one child equally to be divided between them. One of the sisters died, having had two children, one of whom died in her mother's lifetime, leaving children surviving: Held, that the words "leaving issue" must be construed as meaning "having issue," and that the children of the daughter who died in her mother's lifetime were entitled to their mother's share, which vested in her children: (*Bryden v. Willett*, 20 L. T. Rep. N. S. 518. V.C. Malins.)

EASEMENT—ANCIENT LIGHTS—NEW BUILDING.—B. had an old house, some of whose windows were ancient lights overlooking the premises of C. On this site he erected an entirely new building with much larger windows, which occupied only to a small extent the same position as the former windows. C. afterwards pulled down his premises and rebuilt them so as to obstruct the access of light and air to B.'s new windows. On a bill by B. to restrain the obstruction, it was held that B., by altering the character of his easement, had deprived himself of the right to call for the aid of a court of equity: (*Heath v. Bushnell*, 20 L. T. Rep. N. S. 549. M.R.)

LANDLORD AND TENANT—LEASE BY A CORPORATION—ABSENCE OF CORPORATE SEAL—IMPLIED YEARLY TENANCY.—The respondents, who are a corporation, by a lease not under their corporate seal, let the appellant into possession of premises, who occupied and paid the reserved rent during the term, and held over after its expiration for two years at the same rent, when the tenancy was determined by notice to quit given by the respondents. By one of the terms of the lease the tenant was to put, and keep, and deliver up the premises in tenantable repair, and in an action by the respondents for dilapidations in breach of the appellant's covenant to repair, it was held by the Exchequer (Kelly, C. B., and Bramwell, Pigott, and Cleasby, BB.), on the authority of *Wood v. Tate*, 2 Bos. & Pul. N. R. 247, that although the lease was void *ab origine* for want of the corporate seal, yet the appellant having occupied and paid rent under it, and having held over at the same rent, an implied tenancy from year to year was created, to which the covenant to repair was a term in the agreement that was applicable, and that the respondents were entitled to maintain the action. Per Kelly, C. B.—The contract was an executed one, and there was no want of mutuality between the parties. On the one hand the appellant might be sued on the covenant, and on the other there was an equitable obligation on the respondents to fulfil their part of the contract into which the appellant had entered confiding in their good faith; and that equitable obligation formed a good legal consideration for maintaining an action for the breach of any terms of the contract, of which specific performance would be decreed in equity. Per Bramwell, B.—Where a tenant has occupied and paid rent for premises under a corporation, there may be a good common law tenancy between him and them, although the lease under which he entered into possession may be void for want of the corporate seal, and as there may be in fact no lease at all: (*Merrall v. The Ecclesiastical Commissioners*, 20 L. T. Rep. N. S. 573. Ex.)

JOINT-STOCK COMPANIES' LAW JOURNAL.

NOTES OF NEW DECISIONS.
STOCK AND SHARES IN A COMPANY—CHARGE—ORDER—JUDGMENT DEBTOR.—M. W., by her will, executed in the Scotch form, "gave, granted, and disposed to, and in favour of, W. and S., or the acceptors or survivors of them as trustees, all and sundry lands, &c., and in general her whole means, estate and effects, on trust in the first place for the payment of debts, funeral, and testamentary expenses; secondly, for the payment of certain specific and pecuniary legacies; and with regard to the residue and remainder of her said estate and effects, upon trust to pay, assign, and dispose the same equally between the defendant and two other persons when they should attain twenty-one years respectively. And she directed her said trustees to pay or invest, as by the said will

directed, the legacies thereby bequeathed, so soon after her decease as her means could be judiciously converted into cash, and in any event that that be done not later than twelve months after her death." At her decease, in 1866, M. W., the testatrix, was absolutely entitled to a sum of money in the Three per Cents. Reduced, standing in the joint names of herself and G. H., and also to certain preference shares in a railway company standing in her own name, and which stock and shares formed part of the estate of the testatrix bequeathed by her will as aforesaid. The stock and shares respectively were now standing in the names of the trustees of the will: Held, by the Court of Exchequer, Kelly, C. B., Bramwell and Cleasby, B.B. (making absolute a rule to set aside an order of Willes, J., charging the above stock and shares with payment of a judgment-debt recovered against the defendant), that the defendant had no interest either vested or contingent in the said stock and shares that could be charged under either 1 & 2 Vict. c. 110, s. 14, or 3 & 4 Vict. c. 82, s. 1. (*Cragg v. Taylor* (15 L. T. Rep. N. S. 584; L. Rep. 2 Ex. 131; 36 L. J. 63, Ex.), distinguished, on the ground that the defendant in that case had an interest, though contingent, in the shares themselves, but here the defendant had no interest, contingent or otherwise, in the stock and shares themselves, but only a contingent interest in the proceeds thereof after the same should have been converted into cash, and dealt with by the trustees under the trusts of the will: (*Dixon v. Wrench*, 20 L. T. Rep. N. S. 492. Ex.)

WINDING-UP—DIVIDEND.—A dividend had been declared: to some of the creditors a considerable amount was due for interest as well as for principal. The dividend was ordered to be paid upon the principal and interest, *pari passu*: (*Re the Humber Iron Works, &c Company*, 20 L. T. Rep. N. S. 508. M.R.)

WINDING-UP—PRACTICE.—On an *ex-parte* application a special examiner had been appointed to take the evidence of witnesses to be examined orally throughout the whole winding-up of a company. H., an alleged contributory, on being subpoenaed to attend before the special examiner, had refused to do so on the ground that the special examiner had been appointed without his consent: Held, that H. was perfectly justified in declining to go before a special examiner to whose appointment he had not consented. Every person concerned has a right to be heard on the appointment of a special examiner. The practice of appointing a special examiner once for all in a winding-up is a highly improper practice, and one which the court will not sanction: (*Re Smith, Knight, and Co.*, 20 L. T. Rep. N. S. 511. M.R.)

RAILWAY—WHAT IS LUGGAGE.—The decision that a rocking-horse is not passengers' luggage, already commented upon, will be found fully reported in *Hudston v. The Midland Railway Company*, 20 L. T. Rep. N. S. 526. Q.B.

MERCANTILE LAW.

NOTES OF NEW DECISIONS.

BREACH OF TRUST BY FACTOR—RIGHT TO FOLLOW MONEYS FRAUDULENTLY CONVERTED.—In April 1867 B. and Co., at the instance of H., and on his representation that the indigo market was in a favourable state for the purchaser, gave a cash draft for 2700*l.* for the purchase for them of forty-five cases of indigo. H. made no such purchases, and gave no account of his disposal of the 2700*l.* to Messrs. B. H. was adjudicated a bankrupt in Oct. 1867, and W. B., one of the firm of B. and Co., was chosen assignee. From the books, &c., of the bankrupt, it afterwards appeared that the bankrupt had applied the moneys of B. and Co. in reducing mortgage debts, and in investments in indigo, which had resulted in profits. The mortgaged property was afterwards sold, and a surplus resulted to the bankrupt's estate: Held, that the 2700*l.* was clothed with a specific trust, and that B. and Co. were entitled to the profits made by the bankrupt on the dealings in indigo, and to the surplus resulting from the sale of the mortgaged property, as the proceeds of their own money misapplied by the bankrupt, as far as the same could be traced: Held, also, that there having been a breach of trust, the facts of which had only recently come to their knowledge, B. and Co. were not barred from now seeking their remedy, although the breach of trust occurred in 1867: (20 L. T. Rep. N. S. 547, Bank. Com. Holroyd.)

ECCELSIASTICAL LAW.

THE IRISH CHURCH ABOLITION BILL.

A PEER has communicated to us the following as the reasons which have determined the majority of the Lords to reject this Bill on the second reading. Of their value every reader will form his own judgment.

1. Because they are of opinion that the country has not had sufficient time and opportunity for considering a measure of such magnitude and importance. It was only suggested twelve months ago. The general election was had upon the naked resolution alone, and with none of the details of the scheme submitted to the judgment of the constituencies. No measure of equal importance, and effecting so vast a revolution, was ever before passed so hastily. Parliamentary Reform was discussed by the country for twenty years, Free Trade for five years. The Lords rejected the Bills embodying these measures several times, until repeated and eager discussion had made the country familiar with the plans proposed and the results to be anticipated from them. When it was plain that they were deliberately adopted by the country, with ample opportunity for discussion and reflection, the House of Lords bowed to the decision, and accepted the measures so indorsed.

2. The Lords believe that this Bill has not been sufficiently considered by the country, and that public opinion has not been yet decisively pronounced upon it. They have no purpose to resist the deliberate desire of the country, declared after full discussion. They propose to send back the Bill that it may receive the further consideration demanded by the greatness of its issues. If, after such investigation, with full knowledge of the revolution it inaugurates, the opinion of the country shall deliberately declare itself in favour of the Bill, the Lords will bow to that decision.

3. The Lords know well that tame submission of their own judgments now would insure a demand for a repetition of the same process again and again until their place in the constitution will be practically destroyed. They must make a stand sooner or later, and it is more manly to do so now than after submission to degradation. They may be defeated, but they will not be dishonoured, and if they are doomed to extinction it will be with the respect and not amid the contempt of the world.

4. To surrender Protestantism without a struggle would be an act of cowardice, if not of treachery.

Such are the reasons given to us by one of those whose vote will be governed by them. We state them in substance, not in words, as we have received them. We do not agree with the conclusion, for weighty reasons for a different course have not been considered. They will, however, be received with respect even by those who dissent from them, for they are manifestly dictated by a sober judgment, and are not, as it has been surmised, prompted by pride or by any desire to set public opinion at defiance.

NOTES OF NEW DECISIONS.

FACULTY TO DEDICATE CONSECRATED GROUND—PROHIBITION.—A piece of ground was formally consecrated in 1778 as a churchyard for the parish of S. In 1865, by an order in council, burials were ordered to be discontinued in the churchyard, none having taken place there for forty years previously. In the same year the guardians of the parish, in rebuilding their workhouse erected part of the buildings, including a chapel for the inmates of the workhouse, on a portion of the consecrated ground where no corpses had ever been buried, and then applied to the Consistory Court for a faculty to authorise this use of the portion of consecrated ground built on. On application by a stranger to the parish for a prohibition to restrain the judge of the Ecclesiastical Court from granting the faculty: Held, that although ground once consecrated cannot, without the authority of an Act of Parliament, be used for secular purposes, yet a prohibition should not be granted in this case, as the faculty applied for had reference partly to the erection of a chapel on the consecrated ground, which the Consistory Court might authorise, and this court would presume that the inferior court would not act beyond its jurisdiction; and (2) because the applicant for a prohibition was an entire stranger to the parish: (*Reg. v. Twiss*, 20 L. T. Rep. N. S. 522. Q.B.)

COUNTY COURTS.

NOTES OF NEW DECISIONS.

COSTS OF APPEAL.—On a motion on behalf of a successful appellant from a decision of the County Court, to vary the order drawn up by the registrar, on the ground that it merely gave the appellant the costs of the suit up to the decree in the County Court, and did not allow him the costs of the appeal, Stuart, V. C., said: "Although it may be the rule at common law that the costs of an appeal should follow the result, it has never been the rule in the Court of Chancery. There the court, in determining the question of costs, always takes into consideration the conduct of the parties and the circumstances of the litigation. To make the party who has been successful in the court below pay the costs of both parties on appeal would be to make him pay for the mistake of the judge. The rule at common law is one which I cannot in conscience follow, and to which in ordinary cases I have not the slightest intention of adhering. The motion to vary the minutes must be refused." (*Fallows v. Slatter*, 20 L. T. Rep. N. S. 513. V.C.M.)

SUNDERLAND COUNTY COURT.

(Before H. STAPYLTON, Esq., Judge, and two Nautical Assessors.)

THE FRIENDSHIP v. THE SPARTAN;
THE SPARTAN v. THE FRIENDSHIP.

Anchoring ships—Foul berth—Collision—Admiralty jurisdiction.

Botterell (Oliver and Botterell) for the *Friendship*.

Simey for the *Spartan*.

The evidence in this case, which was somewhat conflicting, showed that the *Friendship* on 1st March last, anchored in Lowestoft North Roads, at a distance of from a cable and a half (135 fathoms) to a quarter of a mile from the *Spartan*. On the next day the wind being squally, the *Spartan* dragged her anchor and drove down with the wind upon the *Friendship*, and did the damage complained of. A North Sea pilot proved that the eighth of a mile distant would be a good and safe berth for a ship in these roads.

Simey cited the case of the *Volcano* (2 W. Rob. 33), where the *Volcano* was held liable for taking up improper anchorage with a small bower anchor only, and for not letting go a second anchor.

Botterell, in reply, cited the case of the *Northampton* (1 Spinks Eccl. & Adm. Rep. 160), where it was held that where vessels are lying at anchor there should be space left for swinging to the anchor, so that in ordinary circumstances the two vessels could not come together, and he submitted that as the *Spartan* admitted that there was a cable and a-half between the two vessels, the *Friendship* could not have given the *Spartan* a foul berth.

Held, that the *Friendship* did not give the *Spartan* a foul berth, and that the *Spartan* was solely to blame in the collision. Verdict for the *Friendship* in both cases.

BANKRUPTCY LAW.

NOTES OF NEW DECISIONS.

EXECUTION-CREDITOR—DELAY IN ISSUING ON INVALIDITY OF DEED.—An execution-creditor obtained judgment in an action against the debtor on the 29th July 1868. A deed was then set up, and the matter was taken into the Bankruptcy Court in February 1869. It was held that as the creditor had been throughout insisting on the invalidity of the deed, and asserting his right to his execution under the judgment in the action, he had not been guilty of any delay which could disentitle him to the leave which he asked for, and leave to issue execution against P. was accordingly given: (*Ex parte Osmont*, 20 L. T. Rep. N. S. 505, L. J.).

COMPOSITION-DEED—IRREGULARITY.—In an action of *indebitatus assumpsit*, the defendant pleaded a composition-deed under the Bankruptcy Act, 1861, made between himself the debtor, of the first part, "the undersigned creditors" (hereinafter called "the said creditors") of the second part, and the trustees of the debtor's marriage settlement of the third part, by which deed, after reciting a resolution by the creditors to accept a composition by instalments at three, six, and ten months; and also an agreement by the said trustees that payment of the said dividends should be deferred until the other creditors were paid the said instalments; and also an agreement by the majority in number, &c., of the creditors to carry out the said resolution, the

debtor covenanted with the said creditors parties of the second part, "to pay them the said composition at the periods mentioned," and also with the said parties of the third part to pay them the said composition after the expiration of the said ten months, and "the said creditors" thereby released the said debtor from their several debts. The plea alleged the deed to be binding under the provisions of the Bankruptcy Act 1861, upon the plaintiff, a non-assenting creditor, as if he had been a party, and had executed it. It was held that as the deed, on the face of it, was not made with all the creditors of the defendant, and only those who actually executed or signed it could derive any benefit under it, or have any right to sue the debtor on his covenants, it was, on the authority of *Benham v. Broadhurst*, in the Exchequer Chamber, 11 L. T. Rep. N. S. 537; 84 L. J. 61, Ex.; 3 H. & C. 472, an invalid deed, and that the plea setting it up was bad. It was held, also, that the plea was bad for not averring that the parties to the deed of the third part who were postponed to the other creditors of the second part, had either executed or assented to the deed. *Bramwell, B.*, said that it was necessary that all the trustees, and not some or one of them only, should execute the deed, as otherwise a non-executing trustee might challenge the acts of the other in equity: (*Gaircross v. Wills*, 20 L. T. Rep. N. S. 529. Ex.)

CORRESPONDENCE OF THE
PROFESSION.

[NOTE.—This department of the LAW TIMES being open to free discussion on all professional topics, the Editor is not responsible for any opinions or statements contained in it.]

MANAGING CLERKS IN THE COUNTY AND MAGISTRATES' COURT.—Allow me, through the columns of your widely-circulated paper, to bring under the notice of the legal profession generally the very important subject above alluded to. The case that has induced me to make the following observations is that of *Holland v. Standing*, reported in the LAW TIMES of the 27th March last. Whether His Honour's judgment was legally right or not I shall not at present attempt to argue; I shall suppose it to be so, and upon that supposition, what results follow? First, that as construed the several Acts relating to attorneys are held to impose a most unjust and ridiculous restriction upon gentlemen who have strictly followed the arduous and expensive course of study and apprenticeship directed by those Acts for the express purpose of qualifying them for becoming attorneys. Secondly, as construed, the Acts are held to prohibit a gentleman who has fulfilled the numerous and particular directions therein contained, from performing a certain description of professional work which very often happens to be the identical branch of practice for which his services are required by the party engaging him as managing clerk. It does appear to me impossible that the Legislature ever intended such a construction to be put upon the Acts in question. In no other profession, trade, or calling is there any similar restriction as to a person who has been legally apprenticed. The evident intention was to prevent an unqualified person, one who not been articulated and admitted, from being able to act as, or for, an attorney, and not as the present construction extends, to place a party, who has in every way, by education, articles, and admission, by study and heavy expenses legally qualified himself for an attorney, in no better position than one who has not been articulated and admitted. The injustice of such a construction is too palpable to require any comment. It may be observed by gentlemen of Mr. Clough's principles that if an articulated and admitted clerk wishes to appear in the County Court, or before the justices in petty sessions, he ought to take out his certificate, and start as an attorney on his own account. My answer to this is that many highly educated, honourable, and clever men have by means of the greatest economy succeeded in legally qualifying themselves to perform the duties of an attorney, but are not in a position to justify their starting on their own account. Surely it never could have been the intention of those who framed the Acts in question ever to have imposed such a cruel and paltry restriction upon parties really deserving encouragement and help. Can it be conceived that if such a construction had really been intended, the restriction attaching to a qualified managing clerk should only extend to that very important duty of appearing in the County Court, and not in the least to interfere with his power and right to transact all or any of the other (comparatively unimportant) business of the office in which he may be engaged, such as preparing conveyances, mortgages, leases, settlements, wills, briefs, affidavits, &c.? The absurdity of the restriction

Crisp, Frank—W. H. Ashurst; F. Knight; T. M. Harvey
Crowder, William Henry—G. A. Crowder
Davidson, James Henry—S. Davidson
Davis, Benn—J. F. Davis; A. A. Pollock
Davis, George—J. Morris
Downie, Alexander Francis Mackenzie—T. Parr; F. S. Parker
Dowse, Francis—G. Walker
Dunn, John—F. Knight; T. M. Harvey
Dutton, James—A. Bailey
Dyer, Joseph Horton—C. Stringer; T. G. Woollacott
Eastham, William—J. Eastham
Egar, Thomas—W. J. Hollett; C. E. Lewis
Edson, William Brewis—G. Brewis; J. G. Youll
English, Alban Milburn—A. H. English
Farquharson, Arthur Theodore—B. B. Pooley
Flint, Abraham John—W. Small; S. Leech
Foster, William Edward—E. G. Ayliff
Fox, Wilson Lloyd—T. H. Tilly; H. Tilly
Furston, James—H. Webster; G. E. East
Garstang, Robert Blackledge—B. Henton
Gilbert, Edwin Philip—F. W. F. Cleverton
Godfray, Hugh Charles, B.A.—E. Foster; P. S. Knowles
Goldring, Thomas Wallace—T. Z. Goldring
Gould, Thomas—W. B. Tarrant
Gray, Frederick John—W. Grange; E. Byrne
Grundy, Frederick—C. Grundy
Guillaume, Frederick—E. Guillaume
Harding, Nest Corp—H. Brittan
Hardwick, Walter Edward Farrin—S. Danks
Harlow, Joseph Johnson—T. Goater
Hartcup, Herbert James—W. Hartcup
Hawkin, Frederick Thomas—H. E. Watson
Heaton, Robert—J. J. Thornley
Heritage, John Wilson—F. Heritage
Hett, Francis Crowder—J. Hett; R. M. Russell
Hewison, Frederick—E. Bauner
Hope, Herford Edwin—W. Orford
Hudson, Henry—G. Fry
Iberty, Willoughby—J. J. G. Boyle
Ingram, James Crofts, B.A.—J. Ingram
Jackson, Henry James—H. Hall, jun.
Jenkins, Robert Rice—H. Jenkins
Jones, Francis William—A. G. Jones
Jones, John Roberts—W. Williams
Jones, Thomas Alley, jun.—T. A. Jones
Jones, Thomas Parry—L. Adams
Julian, William—G. Eaton
Kennedy, Charles—E. H. Collis
Lawrence, Edward—P. D. Lowndes
Lawrence, John—T. Teulmin; W. Carruthers
Lee, Arthur—A. H. Clarke
Lee, Cecil Radford—J. Rogers
Leeming, Charles Henry—F. Jubb
Letts, Charles—J. Letts
Lewis, Davis Robert—W. E. Smith
Lloyd, Henry Harman—H. H. Parr; G. Lloyd
Lloyd, Robert Owen—G. Boydell
Lockhart, Lewis Chalmers—J. O. Head
Lovibond, George—H. Lovibond
Lyett, Henry—J. Bagshaw
Maitis, Henry—A. B. Hordern; T. F. Maddock
Mellor, Edward Daniel, B.A.—J. Hollams
Mellor, George James—W. Unwin; E. G. Tattershall
Micklethwait, William—W. Murton
Mitchell, William George Carter—T. W. Pearce; W. Lay
Moore, Edward Thomas—B. P. Broothhead
Moore, James Wharton—T. A. Watson
Moss, John Miles, B.A.—C. Morris
Mury, John Frederick—G. B. Mury
Muggrave, John Raven—J. Muggrave
Newey, Edwin Cottrell—W. R. Willis
Newton, Frederick Hawkins—G. Brown
Obelin, John—J. Mackrell
Ollard, Sidney—W. L. Ollard; H. Nicholson
Palmer, Charles William—F. Barlow
Payne, William Griffin—S. M. Beale
Pearless, Reginald Wilson—J. R. Pearless
Pearson, Benjamin Clater—T. T. Pearson; O. A. Williams; T. T. Pearson
Pennington, Frank James—E. H. Few
Petch, Richard—T. B. Burland
Peter, Charles—R. Peter
Pugh, Oliver Vaughan—J. Pugh; W. I. Bull
Read, John Alexander—J. E. Varley
Rodway, George Wood Barrett—G. W. Rodway
Rooper, Maximilian George—G. Rooper
Russell, Arthur—E. Davies
Ryley, James—E. Wynder
Sadler, Augustus Charles—E. R. Sadler; F. Richardson
Salmon, William Henry Campbell—R. Phippen
Sampson, Joseph—J. Lamb
Shaw, David Allison—G. Mills
Shenton, William—A. J. Lee
Sherrard, George Clifton—S. Woodbridge
Siddall, Thomas Mortimer—J. G. Wilson; T. Diggle
Smith, Samuel Bilton—N. Wilkinson
Smith, Spencer Marsh—T. Smith
Smyth, Benjamin—S. B. Robertson
Syms, Frederick Richard—J. L. Syms
Tanner, William Burbridge—W. B. Lanfear
Tattershall, John Henry—J. Piskop
Thomson, Joseph Arthur—G. J. Robertson
Van Dommere, Jonathan E. Smith—J. B. Falconar
Warburton, William—F. Marriott
Warner, Edward Lee—C. T. Arnold
Warriner, Edmund—B. F. Thompson; T. Wight; A. S. Lawson
Wason, James, jun.—P. Simpson
Watkin, James Buckley, jun.—J. B. Watkin
Watson, James—W. Watson
Whithead, James Dove—F. W. Calvert
Wilson, Richard Arthur, B.A.—T. Thring
Wilson, Rowland Holt—G. A. Partridge
Wright, Frederick Ashfield—J. Newton
Wright, Warner—L. B. Cooke; E. A. Parker

MARAVILLA COCOA FOR BREAKFAST.—The cocoa (or cacao) of Maravilla is the true Theobroma of Linnaeus. The Globe says: "Taylor Brothers' Maravilla Cocoa has established a thorough success, and superseded every other cocoa in the market. For homeopathic and invalids we could not recommend a more agreeable or valuable beverage." Sold, in packets only, by all grocers.

arising from the present construction of the Acts is only equalled by its injustice. I sincerely trust that the foregoing observations may be the means of bringing this subject under the consideration of the legal profession, and thereby getting the question thoroughly discussed, and settled according to the evident intention of the Acts, and the just claims of the parties interested. W. H. F.

CONVEYANCING FORM.—Some time since, a correspondent asked for a form of limitation of property to children. I inclose two; one is intended to be used where the beneficiaries are the children of the testator, the other where they are the children of a third person. They have been framed so as to avoid the necessity of using any clause of accretion; and, whilst being within the rule against perpetuities, they prevent the share of any child or grandchild vesting under the age of twenty-one years, except in the case of children of a child of a third person dying after him, when such postponement of vesting would, of course, be void under that rule. In my experience, testators seldom wish the share of a daughter in personalty (to which these forms refer), to vest in her husband, in case of her marrying and dying under twenty-one; but rather that it should be divided amongst her children, if any; and, in default of children, that it should revert to her own family. LEX.

BEQUEST FOR CHILDREN AND GRANDCHILDREN OF TESTATOR—PROPERTY VESTED IN TRUSTEES TO CONVEY, &c., AND EITHER SUBJECT OR NOT TO A LIFE INTEREST TO BE HELD.

In trust for such child or children of mine living at my decease [or born in due time afterwards (a)], and for such child or children living at my death of any child or children of mine as [have died or (b)] shall die in my lifetime, and also for such child or children of any child of mine who shall die after me, and before attaining the age of twenty-one years, as either before or after my decease attain the age of twenty-one years, if more than one, in equal shares as between brothers and sisters, but so that the children of any child of mine shall take only the share which their deceased parent would have taken if living and of the age of twenty-one years at my decease.

BEQUEST FOR CHILDREN AND GRANDCHILDREN OF A THIRD PERSON (PROPERTY VESTED AS BEFORE).

In trust for such child or children of A. B., living at his decease [or born in due time afterwards (c)], and for such child or children living at his death of any child of the said A. B. as shall die in his lifetime, as either before or after his decease shall attain the age of twenty-one years, and also for such child or children of any child of the said A. B. as shall die after him and before attaining the age of twenty-one years, if more than one, in equal shares, &c., *ut supra*, substituting for "mine," the words "the said A. B.," and for "my decease," the words "the decease of the said A. B."

NOTES AND QUERIES ON POINTS OF PRACTICE.

[N.B.—None are inserted unless the name and address of the writers are sent, not necessarily for publication, but as a guarantee for bona fides.]

Queries.

29. **DEEDS OF SETTLEMENT AND TRUSTEES.**—A., by deed of settlement, gave land to B. and C., to hold to B. and C. and their heirs, to the use of B. and C. and their heirs, during the lives of the three daughters of A. (D., E., and F.), in trust for the benefit of D., E., and F., and after their decease to the use of the children of D., E., and F., as tenants in common. A. died long since; B. and C. paid the rents and profits of the land to D., E., and F., and the survivor during their lives. They are all now dead, leaving altogether twenty-seven children, who are now in possession. B. and C. are also dead, and the title deeds to the land are in the hands of G., the heir-at-law of C., the survivor. G. wishes to get rid of the whole matter, and to hand the deeds to the proper party. Will some one say to whom he should deliver them? An authority on the point would be acceptable. J. H. W.

30. **APPRENTICE.**—Whether, since the passing of the Act of 31 & 32 Vict. c. 141, an apprentice, bound by indenture during his minority, can avoid the indenture on his attaining twenty-one, the term of apprenticeship not having expired; or whether he is not liable to be proceeded against, under the Act above-mentioned, if he leaves his master's service without the consent of the master, although he may have attained his majority. (See sect. 2—definition of terms "employed," and "contract of service.") Z.

Answers.

(Q. 3.) **EQUITY OF REDEMPTION—MORTGAGE.**—I know of no case upon the subject, but I do not think there can be any doubt upon the point. Before the passing of the Fines and Recoveries Act, a married woman could exercise a power of appointment over real estate without a fine or recovery, as to which, see Sug. Powers, 154, 3rd edit.; and the passing of the Act left her rights unaltered in this respect (sect. 78). M. E. S.

(Q. 22.) **RAILWAY.**—A railway company is certainly bound to provide such accommodation for its passengers, as they are entitled to by the class of tickets

- (a) In case testator is a male.
- (b) In case of any children of testator dead at date of will.
- (c) In case A. B. is a male.

issued to them; that is to say, a first-class passenger cannot, against his will, be forced to travel in a second-class carriage. But I see no reason why a company, if it chooses, should not allow a passenger to travel in a better class of carriage than that to which his ticket entitles him, provided that the rights and comfort of the passengers of that class are not thereby affected. M. E. S.

(Q. 23.) **WILL—VESTING.**—I know of no very late case upon the subject, but in the absence of further words or expressions in the will explanatory of, or relating to, the bequest, it appears to me that the gift comes within the rule in *Leake v. Robinson*, 2 Mer. 363, and is contingent only. M. E. S.

(Q. 25.) **ARTICLED CLERK.**—I venture to assert that "B. D.'s" answer to "R. K.'s" inquiry is not correct. I cannot see how the 6th section of 6 & 7 Vict. c. 73, affects the assignment of an articulated clerk, either to the London agent of his master, or to any other solicitor either in London or the country. The section referred to provides that an articulated clerk may pass one year of his articles with the London agent of the solicitor to whom he is articulated, without any assignment. It has nothing whatever to do with the assignment of an articulated clerk from one master to another. A. B.

(Q. 26.) **MORTGAGES IN POSSESSION.**—Mortgages in possession are justified in selling the mortgaged property under a power of sale, without fixing any reserved price, even though such sale be made at a disadvantageous time. And the right accrues at law as well as in equity. (See Smith's Compendium of Real Property, pp. 370 and 380; and Smith's Manual of Equity, p. 306.) It would further appear from Stephens's Commentaries, vol. 1, p. 313, that it is not necessary there should be any surplus arising from the sale, to secure which would be the object of a reserved price. The mortgagor can, nevertheless, require a strict account of the application of the proceeds. A reservation of the price would necessarily prevent the mortgagee of an overcharged estate from ever selling, so that the estate would lie on hand greatly to his detriment, and with no advantage to the mortgagor. S. L. R.

—Not only are mortgages and other fiduciary vendors not liable for selling without a reserved bidding, but they would be liable for fixing a reserve price, unless they had special authority to do so. The law on the whole subject will be found in Dart, V. & P. 34 (of which book, I am glad to see, a new edition will be shortly ready) and Lewin on Trusts, 315. The case is not affected by the fact of the mortgages being in possession. M. E. S.

(Q. 27.) **LIABILITY OF ESTATE FOR DEBTS.**—The estate is not liable to C. D.'s debts, for he never had possession. E. F., the grandson, claims, not as heir to his father—though he may trace his descent through him—but as heir to the purchaser. The expectancy of an heir apparent is a mere contingent interest, hence the owner cannot assign it at law. But although the contract of an expectant heir will bind himself, it will not bind the succeeding heirs, that is, if the estate do not fall during the lifetime of the contracting heir. (See Watkins on "Conveyancing," vol. 2, p. 200.) S. L. R.

— "C. D." never having had any interest in the estate, it cannot be liable for his debts. M. E. S.

(Q. 28.) **VERBAL AGREEMENT—MARRIAGE—SETTLEMENT.**—By the 4th section of the Statute of Frauds any agreement made upon consideration of marriage must be in writing and signed by the party to be charged therewith. In the case in question, then, B. cannot enforce the agreement. (See Chitty on Contracts, 7th edit., p. 65.) S. L. R.

—Marriage articles, like agreements for the purchase of real estates, are required to be in writing, signed by the party to be charged therewith, or by some other person lawfully authorised by him (29 Car. 2, c. 3, s. 4), but, like an agreement of the latter kind, marriage articles may be established through the medium of a correspondence carried on by a series of letters, provided the terms are sufficiently full and distinct (*Randall v. Morgan*, 12 Ves. 57); and if articles are intended to be reduced into writing, which intention is prevented by the fraud of one of the parties, equity will oblige the fraudulent party to perform it; so where there has been a part performance of an unsigned or unwritten agreement, as where a wife has been permitted, under such an agreement, to enjoy the interest of a certain sum for her separate use during the marriage, a court of equity will enforce a specific performance of it (*Taylor v. Beach*, 2 Ves. 297). But marriage itself will not constitute a part performance. (Extracted from Hughes on Conveyancing, vol. 2, p. 750.) B. D.

—The answer to this question will depend upon the circumstances of the case. The authorities to which "W." should look to discover the law upon the point are principally *Caton v. Caton*, 38 L. J. 886, Ch.; *Hammerley v. De Biel*, 12 Cl. & F. 45, 62, n.; in *Re Gulliver*, 2 Jur. N. S. 701; *Williams v. Williams*, 37 L. J. 854, Ch. One thing is certain, that the fact of the agreement not having been in writing, as required by the Statute of Frauds, will be no bar to relief in equity, the agreement having been in part performed. M. E. S.

LAW SOCIETIES.

THE SOLICITORS' BENEVOLENT ASSOCIATION.

The ninth annual festival of this association was held at Willis's Rooms, St. James's, on Wednesday evening last, the Lord Justice SELWYN presiding. There were about 100 gentlemen present, the Bar being represented by W. Forsyth, Esq., Q. C.; E. P. Price, Esq., Q. C.; Hon. George Denman, Q. C., M.P.; Sir Richard Bagallay, Q. C.; Joshua Williams, Esq., Q. C.; Mr. Serjt. Ballan-

time; Mr. Serjt. O'Brien; Mr. Serjt. Sleight; Mr. Secondary Potter; J. Morgan Howard, Esq., Barrister-at-Law; G. Miller, Esq., Barrister-at-Law; L. B. Clarence, Barrister-at-Law; W. Streeter, Esq., Barrister-at-Law.

Amongst the general company were Major Ellis, Royal Marines; Holder Ravenshaw, Esq.; Desmond McCarthy, Esq.; Henry T. Young, Esq., solicitor, London; Thomas Harrison, Esq., solicitor, London; J. S. Torr, Esq., solicitor, London; Sydney Gedge, Esq., solicitor, London; William Evans, Esq., solicitor, Birmingham; G. Brindley Acworth, Esq., solicitor, Rochester (and party); E. Benham, Esq., solicitor, London; W. B. Yates, Esq., solicitor, Northampton (and party); K. H. Fryer, Esq., solicitor, Gloucester (and friend); E. Hedger, Esq., solicitor, London; Sidney Smith, Esq., solicitor, London; William Yewd, Esq., solicitor, London; R. B. Lowndes, Esq., solicitor, London (and party); F. H. Hallett, Esq., Ashford; W. Furley, Esq., solicitor, Canterbury; J. B. Monckton, Esq., solicitor, London; W. H. Rowland, Esq., solicitor, Croydon (and party); H. Kimber, Esq., solicitor, London; &c., &c., &c.

The musical arrangements were under the management of Herr Wilhelm Ganz. Toastmaster, Mr. Goodchild.

After the cloth had been removed, the loyal toasts were given.

In proposing that of "The Prince and Princess of Wales, and the rest of the Royal Family," the CHAIRMAN said he had to propose the health of a member of their own profession, who, though he had not attained distinction as a barrister, was nevertheless enrolled as a bencher of the Temple.

The "Army, Navy, and Volunteers" was next given by the CHAIRMAN. Of the volunteers he could speak from his own experience. The Inns of Court corps included some of the most persevering and intelligent members of their profession, and they were a body of men whose loyalty was undoubted, for they gave up much valuable time in order to make themselves efficient volunteers. He might instance Mr. Justice Willes and the late Mr. Druce. And he thought the solicitors had discovered that the man who was willing to serve his country was also efficient as an advocate.

Major ELLIS replied for the army and navy. Mr. ROXBURGH, Q.C. replied for the volunteers. It was a duty he did not expect to perform, but as a volunteer he should not shrink from saying a few words. He felt proud of being able to say that he had been a volunteer of the Inns of Court from the first enrolment, and though he did not now discharge the duties as properly as he ought, he very much regretted that the corps had not received many of the younger members of the Bar in its ranks, to fill the places of such men as himself, who had served long enough to earn retirement. (Hear, hear.)

Mr. E. P. PRICE, Q.C., was next called upon to give "The Health of Her Majesty's Judges." He said he had no doubt whatever that the toast entrusted to him would be received with unanimity and cordial feeling. He might say a great deal personally and individually of Her Majesty's judges, but as had been said recently by one of them, they were quite willing to abide by the opinion of the public by their reported judgments and by the mode in which they conducted themselves every day. But he believed, in proposing the toast and in asking them to receive it, it was more in honour of the institution of judges than for any individual merits, however great they might be. They were living at a time when some of the most time-honoured institutions were standing upon their trial, and some it was supposed were found wanting in the balance that was struck against them, but he was quite sure that nobody wished to see any alteration in the constitution of the judicial bench of this country. (Hear, hear, and applause.) Whatever suggestions might be made as to the assimilation of their constitution to those of other countries, it was certain that Englishmen would never allow the judges to be nominated by popular election. They knew that no Government with whom the appointment of the judges rested would allow itself to be led away, however large the majority might be that it had at its back, so as to make an appointment that would not meet with the sanction of public opinion, and so long as that freedom of choice remained it would always go hand in hand with public opinion in this country. Once appointed, the judges could exercise their judgments freely, for they could not be removed, and they were independent of the Government on the one hand, and popular applause on the other. They were not to trim their sails to catch the popular gale; and the time had gone by when a judge would do anything that would trammel his independent position. He (Mr. Price) found that his learned friend Mr. Denman had been attached to this toast, and it was in the fitness of things that the honoured name of Denman should be associated with the toast of Her Majesty's judges—(Hear, hear)—because his father, who was so well known to many grey heads, was a most distin-

gushed ornament to the judicial bench. (Applause.) He proposed the health of Her Majesty's judges with such a length of judicial life as should not interfere with the aspirations of the youngest member of the English Bar. (Laughter and applause.)

The Hon. GEO. DENMAN, Q. C., M.P., replied. He could not help saying that it was with great pleasure he found himself rowing in the same boat with his excellent friend the chairman, and in connection with the good cause they were met to promote. His name had been coupled with the toast, and he felt it to be a very great compliment to recognise in his humble person that Bench to which at the last hours of his life he should be proud of. Her Majesty's judges had very hard work to do; and he thought very few people considered what qualities were required to make a judge such as they were alone satisfied with in these days. He must be a man of temper, patience, and learning; he must be a man of constant and unwearied diligence, and whom all classes could look upon as a man of honour and independence; and in fact he must be a selection from the best specimens of the body to which many of them there belonged—viz., the Bar of England, to which they were so proud to belong. If he were a judge to return thanks he perhaps could not have said so much; but he asked them if they were not satisfied that, with the fewest possible exceptions, those men who filled the Bench of this country as it had been filled for generations, possessed all those qualifications he had named. (Cheers.) This applause gave evidence that they felt that was the case, and that was sufficient praise for the judges; for, of all the men in the world, those best qualified to judge were the solicitors, whose business it was to choose for their clients the courts in which their causes were to be heard, and sometimes to advise on appeals and in others to acquiesce in a judgment without an appeal. Having to deal with such delicate matters as these, he believed there was no body of men more capable of appreciating the value of the judges than were the solicitors of this country; and that being so, he could only say that, had he been a judge himself, he should have felt proud and greatly honoured by the way in which the toast had been received, and he was sure his right honourable friend the chairman would feel gratified that the tribute of admiration had been so freely and heartily made. The hon. gentleman concluded by thanking them for the kindness with which they had received him, and he could not help thinking that it was not owing to his personal merits that he had been placed in a somewhat false position in having to respond to the toast of "The Judges." (Cheers.)

Mr. SYDNEY GEDGE, M.A., next proposed the "Bar." He said it was a toast popular in all English assemblies; but on this occasion it was peculiarly so, because they were principally an assembly of solicitors, and there was no body of men who were so well qualified to appreciate the men of the Bar, because they admired them not for that which attracted the public, such as a telling appeal to a jury, but for their kindly interest and zeal on their behalf, and the good-natured generosity with which they went into the matters with the solicitors from first to last; and for frequently giving their advice without fee or reward. Long might the Bar exist to give its assistance to the solicitors, and long might the solicitors exist as a separate body. Mr. Justice Hannen, at their last anniversary, had spoken in favour of the amalgamation of the two professions; but he (Mr. Gedge) frankly said he hoped such amalgamation would never take place. (Hear, hear.) It was for the interest not only of the two professions, but for the public, that the two professions should be kept distinct. They had a division of labour at present, and this gave persons an opportunity of developing a speciality, for it could not be expected that general subjects could be thoroughly understood by any one. His experience taught him that the further the litigants were away from the courts the better. If they took the case of arbitrations, with counsel, solicitors, and clients on either side of the table, they would find that the clients sometimes shook their fists at each other; he had even seen solicitors get angry with each other, but he had never found that to be the case with counsel. He thought, therefore, that the further those who had to argue the cases were removed from the client the better, for sympathy naturally sprang up where there was direct communication with a client. He thought it was a great advantage to have a body of men trained to take the matter as an A and B case. His client, for instance, told him an immense deal that had nothing to do with the case; and when that was taken to the junior counsel he struck out one half, and his leader knocked off the other half, and when they got to the judge they found that there was only one point upon which the whole case turned. He therefore hoped nothing would be done to amalgamate the two Professions. He should, however, like to see something in con-

nection with the law established analogous to the University tripos, so that young men could choose the profession for which their talents best fitted them. The Bar must still stand as high as ever, for one of their number, Sir Roundell Palmer, was marked out not only on account of intellect for the Chancellorship, but for those other qualities as a statesman; and he had refused the highest honour in his profession rather than break a conscientious scruple, and for this they ought to be proud of him. (Hear, hear, and cheers.) The pleasure of proposing the toast was much enhanced on this occasion by Mr. Forsyth's name being coupled with it, whose book on that most eloquent of jurists, Cicero, entitled him to great respect. (Applause.)

Mr. FORSYTH, in reply said he supposed he owed the coupling of his name with the toast to the accident of seniority in his profession, but he hoped not to the seniority of age. The brief had been put into his hands, and they would admit that his clients were tolerably numerous and respectable. He had one little cause of quarrel with Mr. Gedge, because he (Mr. Forsyth) had always understood that the person who had been guilty of writing the work alluded to could not have been a lawyer, as they were well aware that lawyers had nothing to do with fiction. The only novels that they ought to be familiar with were those of Justinian. He however hoped that a little fondness for literature would never be thought to disentitle a man to success, and that he might not even confine his attentions to the volumes of Chitty and Tait. Among the solicitors they had, if not the most popular, some of the best authors on interesting subjects during the last few years. But he had to return thanks for the Bar of England, and he found himself in some difficulty. At an ordinary dinner party, and at an ordinary assembly, it was a toast to which it was easy to respond. It was then not difficult to impose upon the credulity of the public, and descant upon the brilliancy of the Bar, and that would be taken as gospel. That would not do there. He knew it was vain to speak of the merits of an article to those who were familiar with its use, who were well acquainted with its defects and its merits, and, therefore, for him to speak of their merits or demerits was very much like carrying coals to Newcastle. But no body of men were more likely to take an interest in such an institution as this than the body to which he had the honour to belong, for the very distinction gained at the Bar was owing to the favour of the solicitors. They hoped that that favour would be worthily bestowed where success had been attained; and if this was carried out, which he believed was the case, the members of the Bar could say:—

"Tis not in mortals to command success:—
But we'll do more, Sempronius, we'll deserve it."

(Cheers.) He believed the relations of the Bar with the solicitors as they now existed, were of the most worthy kind, being based upon mutual respect and perfect freedom. It used to be said of the army of France that every soldier carried in his pocket the baton of marshal; and he had often thought that the solicitors might still to a certain extent be said to carry the woollack of the future Lord Chancellor; but notwithstanding that they felt the necessity of obtaining their favour, he hoped it would never be obtained by unworthy means, and he was sure they would despise the barrister who would attempt so to obtain it. Mr. Gedge had alluded to a subject which had of late excited some interest, he meant the amalgamation of the two Professions. He had lately been travelling in the United States, where the two Professions were united into one. He believed it was a great mistake. He felt quite sure that not only the interests of the Profession, but of the public at large were best served by a division of labour, and that nothing really practically useful would be gained by an amalgamation of the two. And it should not be forgotten that one of the arguments in favour of amalgamation was, that the solicitors were deprived of the right of pleading at the Bar; but that was not so, for if any solicitor thought he was more fit than his counsel, the path of a barrister was open to him at a moment's notice. (No, no.) That was not a fitting place to argue the question, but he knew several gentlemen who a short time ago were members of another branch of the Profession who were now barristers. His own impression was, that nothing would be gained by an amalgamation; but on the other hand the public would be injured. There was one thing, however, which he wished to see realised, and that not at a distant date, when both solicitors and barristers should worship together in a temple of justice more worthy of the Profession than any they had hitherto had. A great deal of time had been wasted on the "battle of the sites," and on that question he held an opinion which would no doubt put him in a minority, and it was that he cared little where the site was chosen, whether at Carey-street or on the Thames Embankment, provided that when made it shall be fit for the purpose, and

an architectural ornament to this great metropolis, and worthy of the old time-honoured profession of the law. The Courts of Westminster, Chancery, and Guildhall were a disgrace to the country. He hoped before their next meeting the foundations would be laid of a temple of justice that would be an ornament to the metropolis, and a credit to the professions to which they belonged. (Cheers.)

The CHAIRMAN then rose to propose the toast of the evening, "The Solicitors' Benevolent Association, and may prosperity attend it." He said: I find myself encumbered with two difficulties, one of having too good a case, and the other of having to speak to an assembly of persons who are far more competent to deal with the subject than I can pretend to be. From Mr. Gedge's observations, I cannot help thinking that my last predecessor in this chair (Mr. Justice Hannen) altogether got rid of such a fix, for he seems to have taken another and very distinct topic, viz., the amalgamation of the two branches of the Profession. There are so many provisions for the improvement of the law and the alteration of the law, that I think we may relegate to the law societies the discussion of any such question, and the only amalgamation which I venture to suggest is that of the amalgamation of the Profession in carrying into effect the objects of a society so useful as that we are met to promote. If that amalgamation has not been so complete as it might have been, then the sooner it is brought about the better; and I think there has been an excess of courtesy in the arrangements of the seats, for we have the barristers separated from the solicitors, instead of having them dispersed anyhow. The first thing we have to consider is the necessity for an institution such as the one we are met to support to-night; and I feel at the same time that you are much more competent to form an opinion, but still I have two kinds of experience on this subject, the one a negative and the other a positive experience. That which I venture to call a negative experience was one which I got when at the bar; and many of the members of the Bar will bear testimony to it, viz., the practice of claims being constantly made upon the members of the Bar to relieve the necessities of other members of the Bar, who by illness have been reduced to a state of destitution. The demands were often excessive, and the applications were frequently without authority. We have often felt the want of a body like the present, to obtain subscriptions and apply them in a proper manner. That is what I call a negative experience. I have also a positive experience, gained as a governor of the Corporation of the Sons of the Clergy, where I have seen the advantage of a body wholly engaged in administering to the wants of such an association as this. I could produce in the monthly reports of that body a disclosure of the privations of the members of that sacred profession such as those who have not seen these monthly reports would scarcely believe. The solicitors are not exempt from the common misfortunes of mankind; in fact, there are more than ordinary casualties in their profession. There are the failure of clients and unpaid bills in addition to the common accidents of life; and it is those things which the society is intended to obviate, and it has the double object of a benefit society and a mutual assurance society. It remains to be considered whether—after having been established—the body is adequately supplying the wants which exist. Although it is but a youthful society it has managed to tide over the billows of eleven years, and, unlike many other societies, it still continues to pay interest. It has abolished the odious system of canvassing, which is a most corrupt thing in connection with charities. It has established a body of solicitors in London and the country upon whom devolves the duty of saying who is and who is not a proper object of charity. There is no case where the selection made by that body has ever had the breath of suspicion passed upon it. The affairs of this society have not only been justly and fairly, but economically, administered. It may be that it has not gone as fast as other societies, which, however, are liable to fall through going the pace, but it has gradually accumulated its funds till they amount to 15,000*l.*, and I consider that, what we have seen of the wreck of societies, which so many of us have been engaged in the process of winding-up—(a laugh)—it is no small thing to say that in this society there has been no approach to failure, but there has been a constant progress. (Hear, hear.) With regard to the economy of the society, on looking to the expense of administering the funds, I must say they are not inconsiderable when contrasted with the sum actually expended for the purposes of the society. I think one practical subject is how that proportion is to be reduced in favour of the funds of the society. I speak under great difficulty, for I have very imperfect means of knowledge, but when I find two societies in the same branch of the Profession, and having separate offices and separate expenses, I cannot help thinking that it would be wise to make an attempt

to amalgamate the two societies. I am not following the example of Mr. Justice Hannen, because I think it is an amalgamation very germane to the question before us. The Law Association is a most excellent, and every way worthy to be placed by the side of this society; and its objects are similar whilst it has been longer in existence. It is a society formed for the purpose of assisting the widows and families of solicitors in the metropolis and its vicinity. It has become difficult to say what the metropolis and vicinity include, because London is going out of town and the country is coming into the town; and I should be sorry to define what is the metropolis. I think by an amalgamation of these two societies the expenses could be diminished, and both societies would be benefited. It may be presumptuous in me to throw out the hint—(cries of "No, no")—but long before I knew of the existence of this society I was an advocate of amalgamation. There is a great waste of resources in the expenses of administration of charities. I believe in an office being opened where you can go and pay your cheque, and say the particular charities you wish to subscribe to, and then be done with it. An institution such as this enables a man to obtain, if he should be in an unfortunate position of want, assistance for himself or his family, objects which every man must consider desirable. We need not look far for instances of persons whose lot seemed to put them above all aid of this kind; but you had a recent case of a member who had joined under circumstances which rendered it most unlikely that he should require aid, but he had been suddenly called away, and his widow was now dependent upon the resources of the society. It required no such instance to prove the desirableness if not the necessity for joining such an institution. We all know that such an institution is of primary interest and importance; and we ought to give it all the support in our power. That is to be effected by the amalgamation and cordial co-operation of all branches of the profession. Speaking as being the only judge present, though I am surrounded by many future judges. I think the society's claims have not been sufficiently made known to them. The Bar have done their part, for they have come forward, and are here represented by many of the most distinguished of their body. The solicitors have done their part; but I am sorry to find that though the society has been in existence eleven years, there are still 8000 solicitors not members of this society. We are driven to seek for the cause for their abstinence from the taking a part in such a cause. It cannot be attributed to want of intelligence or benevolence on the part of those who are most active and energetic in the cause of others. It must simply be through ignorance of the existence of this society, for I am not ashamed to say that until I was asked by the Lord Chancellor to take the chair I was entirely ignorant of this institution. It is very probable that I may have received a circular, or seen an advertisement of it; but to anyone who has the extraordinary number of blue books, and red books, and books of other colours, the only safeguard lies in the waste-paper basket. And therefore it is useless to depend upon circulars or advertisement, but it is by active exertion in canvassing all members of the Profession, in which I include the judges and the Bar, that a different result is to be brought about. We must seek out those not members, and when we have discovered them the circular may be effectual. I have no doubt that all present will be willing to give their time and cash, and urge others to become members of a society so beneficial to the widows and families of our fellow-workers. This is a good work in which we can all join; and let us each take our part in doing something towards this society, and then it will go on with greatly increased prosperity as the years roll on. I hope we shall all do this for the future, so that it may reach the prosperity it deserves. His Lordship concluded by giving "The Solicitors' Benevolent Association, and may prosperity attend it."

The names of those who had given donations to the society were here read over. The total amounted to about 6000.

Mr. HENRY T. YOUNG then gave the "Chairman of the evening." He said Mr. Cookson was to have proposed that toast; and he begged their indulgence whilst acting as his deputy. The accomplishments of the judges had been given by a former speaker, and he would content himself by saying that their chairman had those qualities in an eminent degree. (Hear, hear.) He had shown them in his career up to the present time; and they must not forget that, in accepting the Lord Justiceship, he had given up a Parliamentary career as the representative of his old University of Cambridge. Their chairman belonged to a most distinguished family, and they could all appreciate with what feelings the brothers Selwyn, each of whom stood foremost in his own profession, had contri-

buted to the honour of that most excellent and distinguished family. (Applause.) He did not know whether the future would reveal another position to the learned judge—he did not allude to the Lord Chancellorship, for at the rate at which law reform was going on it was doubtful whether that functionary would be retained. Whether in the proposed amalgamation of courts an equity judge shall be considered perfectly at home on the very dry land of law, or whether he shall float on what some people called the unfathomable depths of the sea of equity, they did not know; but of one thing they were certain, that their chairman would never get out of his depths. They only hoped they would not amass the business of the law so that it would be impossible for any judge to discharge his duties properly. They would find that the ingredients of the law were very difficult to mingle at all. In conclusion, he hoped that they would always have such judges as they had at present to adorn the Bench.

The CHAIRMAN then replied, and, in doing so, said the very question raised by Mr. Young had been discussed at the Mansion House a short while ago, when Baron Bramwell told him that he was not a judge of the land. To this he (the chairman) replied that he was then a judge of the water, because he had administered justice as umpire on the Thames long before any of the judges at Westminster Hall had been elevated to the bench. Whatever might come out of this ocean of change, he trusted that Her Majesty's Justices would do what they could towards the objects of an association like the present.

Sir RICHARD BAGGALLAY, Q.C. proposed the "Directors, Auditors, and Stewards," to which Messrs. W. Norman Harrison and W. J. Dillon Webb responded.

The "Visitors" were proposed by Mr. Edward Benham, and acknowledged by Mr. Joshua Williams, Q.C.

The meeting, which had been a very successful one in every respect, was then brought to a close.

LAW PROPERTY AND LIFE ASSURANCE SOCIETY.

The following is the report of the directors at the annual general meeting held on Friday last, 4th June, at the society's offices, 30, Essex-street, Strand:

"The period having again arrived for the annual general meeting of this society, the directors beg to submit to the proprietors the following statement of its operations during the past year, together with the accounts and balance sheet, duly audited.

"Since the date of the last report, proposals for assurance have been received amounting to the sum of 184,888*l.*, and policies have been issued assuring the sum of 156,219*l.* 6*s.* 8*d.*

"The new premium income derived from the latter amounts to 5223*l.* 14*s.* 2*d.*, which, the directors cannot but trust, the proprietors will deem highly satisfactory. The expenses of the society have remained on the previous economical scale. The directors are happy to state that the policies which have become claims during the year have not exceeded the number and amount that might reasonably have been expected. In accordance with the provisions of the deed of settlement, two of your directors retire this year, viz.:—Ralph Thomas Brockman, Esq., John Mead, Esq. These gentlemen, being eligible, offer themselves for re-election. Your auditors, Mr. Greville and Mr. Ollard also retire, but in accordance with the deed of settlement offer themselves for re-election. The directors have only to congratulate the shareholders on the steady progress and sound condition of the society's affairs, and again to invite their active co-operation in extending its business."

The above report, having been read at the meeting, was adopted unanimously. Ralph Thomas Brockman, Esq., and John Mead, Esq., were re-elected directors of the society. Mr. Greville and Mr. Ollard were also re-elected auditors of the society for the ensuing year.

GLOUCESTERSHIRE LAW SOCIETY.

This excellent society, the anniversary of which was celebrated on Wednesday evening, was established in the year 1817, by several county solicitors and attorneys, its primary object being to sustain the character of the legal profession, by encouraging an honourable course of practice, and by discountenancing and repressing whatever may be calculated to produce a contrary tendency, as well as to mark with becoming regard what is due to the members, or any unmerited imputation against their character and conduct; and also to protect the interests of the society in Parliament, and to afford relief to distressed members and others residing in the county and city, and to their families. The amount of their funded capital, after very capital management, has increased to the substantial sum of 2300*l.*, which is invested in the Reduced Three per Cents. Several widows have been, since the formation of the society, and are still receiving help, viz., 20*l.* per annum each.

Moreover, some attorneys have been articleed from the funds of the association. One of its rules requires the members to hold their annual gatherings successively at the various towns in the county; and this year it was decided that the meeting should be held at the Severn Bank Hotel, Newnham, under the presidency of M. F. Carter, Esq., president for the year.

The dinner was announced for half-past four p.m., at which hour a goodly number of the members had arrived. An excellent banquet was provided, under the able management of Mr. and Mrs. Deakin. The wines fully sustained the reputation of this handsome hostelry. Upon the removal of the cloth, the usual loyal and patriotic toasts were duly honoured; after which the president read a letter from Mr. John Burrup, of Gloucester, who has been the secretary to the society from its commencement, upwards of fifty years ago, to the present time, acknowledging and thanking the members for the sum of 100*l.* which had been voted to him at the last meeting, in recognition of his services as honorary secretary and treasurer. The health of the president was proposed and cordially drunk, and also that of the hon. secretary, which was responded to by Mr. J. W. Burrup, the assistant secretary. Among the company were Messrs. M. F. Carter, L. W. Winterbotham, R. C. Paul, Jas. Wintle, T. M. Croome, Edward Washbourn, R. Anderson, W. F. Rogers, George Whitcombe, J. W. Burrup, W. Warman, R. S. Helps, A. S. Helps, R. Ellet, J. Mullings, C. F. Gale, H. A. Maule, &c.

LEGAL OBITUARY.

ROBT. EDWIN SMITH, ESQ.

We have lately lost from our roll of solicitors, Mr. Robert Edwin Smith, one of our most worthy, honest, and respected of our Profession. He was the head of the firm of Messrs. Smith, Pawden, and Low, of 12, Bread-street, Cheapside, London, where he had been in practice for some years rather extensively. He was known for his perseverance, and for the close attention he gave to all the varied duties of his Profession.

Mr. Smith was descended from an old Northumberland family, and was the proprietor of that beautiful mansion called Thirston House, embosomed in woods on the banks of the Coquet, near Felton, and of a considerable estate on both sides of that romantic river. These lands in Thirston, in very ancient times, belonged to David Strabolgi, son, and heir of David de Strabolgi, formerly Earl of Athol, and Johanna, his wife; they were part of the possessions of Almare de Valencia, late Earl of Pembroke, which he held in *capite* from Edward II., King of England. To trace the descent of this property would be more curious than useful. It is sufficient to say that they, in due time, became part of the possession of the Smith family. The eldest branch of that family in Northumberland were the Smiths of Fogston. Thomas Smith of that place settled Thirston on his second son Thomas, the great great grandfather of the gentleman, whose biography we are now recording. The father of Mr. R. E. Smith lived at Thirston House, dispensing the ancient hospitality of a country squire. He was a justice of the peace, and had all that appertained to the character of the fine old English gentleman living upon his own estate. Mr. Robt. Edwin Smith was his fourth son, and never expected to succeed to the estates of his father, and, therefore, was sent into the world to make his own way. He was apprenticed to Wm. Dickson, Esq., the present clerk of the peace for county of Northumberland. He served his time with him at Alnwick, in Northumberland, and went to London. The family estate descended to him on the death of his three elder brothers; still he followed his Profession to which he was devoted, and died at his house at Hyde-vale, near Greenwich, after a short illness, on the 26th May, 1869, in the forty-eighth year of his age. He married the daughter of James Wilson, of Chevington, and has left his widow and four young children to mourn his loss. His eldest son succeeds him as heir to the family estates.

THE COURTS & COURT PAPERS.

CIRCUITS OF THE JUDGES.

The following circuits have been fixed:—

HOME (Lord Chief Baron Kelly and Mr. Justice Mellor)—Hertford, July 12; Chelmsford, July 15; Lewes, July 20; Maidstone, July 26; Croydon, Aug. 2.

OXFORD (Mr. Baron Pigott and Mr. Justice Montagu Smith)—Berkshire, July 8; Oxford, July 12; Worcester, July 15; Stafford, July 20; Salop, July 28; Hereford, Aug. 2; Monmouth, Aug. 4; Gloucester, Aug. 9.

SOUTH WALES (Mr. Baron Channell)—Haverfordwest, July 5; Cardigan, July 9; Carmarthen, July 13; Cardiff, July 17; Brecon, July 30; Presteign, Aug. 5; Chester, Aug. 9.

THE GAZETTES.

Professional Partnership Dissolved.

Gazette, May 23.

CLARK, EDWARD PATON, and GEORGE HENRY, attorneys, solicitors, and conveyancers, Prescott and St. Helen's, April 1.

Bankrupts.

Gazette, June 4.

To surrender at the Bankruptcy Court, Basinghall-street.

ADAMS, CHARLES JAMES, waiter, Reform-st., Holloway, Pet. May 23. Reg. Brougham, O. A. Paget. Sol. Biddles, South-sq. Gray's-inn. Sur. June 11.

ALD, WILLIAM, clerk to a brick merchant, Sittingbourne. Pet. June 3. Reg. Roche, O. A. Parkyns. Sol. Cape, Rose, and Pearson, Great George-st., Westminster. Sur. June 10.

ALDRIDGE, THOMAS, coal merchant, Slough. Pet. May 23. O. A. Parkyns. Sol. Gardiner, St. Swinburn's. Sur. June 21.

ALLAN, GEORGE, book shop keeper, Andover-st., Holloway. Pet. May 23. Reg. Peppys, O. A. Graham. Sol. Dobie, Greenwich-st. Sur. June 10.

ATKINSON, JOSEPH ROBERT WILKIN, out of business, Upper George-st., Epsom. Pet. May 23. Reg. Peppys, O. A. Graham. Sol. Biddles, South-sq. Gray's-inn. Sur. June 11.

BAGGS, HENRY, baker, Goldington-st., St. Pancras. Pet. June 1. Reg. Murray, O. A. Parkyns. Sol. Poles, Bartholomew close. Sur. June 21.

BALSHIN, THOMAS, lodging house keeper, Nelson-cottage, East Greenwich. Pet. May 23. Reg. Roche, O. A. Parkyns. Sur. June 10.

BEALIE, JOHN, postmaster, Holloway-ter, Upper Holloway. Pet. May 31. Reg. Peppys, O. A. Graham. Sol. Kimber, Great Winchester-st. Sur. June 11.

BORTH, JOHN, cabinet maker, Rockingham-st., New Kent-rd. Pet. May 2. Reg. Murray, O. A. Parkyns. Sol. Noley, Trinity-st. Sur. June 21.

BOSTER, GEORGE, carpenter, London-rd., near Kingdon. Pet. June 1. Reg. Peppys, O. A. Parkyns. Sol. Olive, Portsmouth-st. Lincoln's-inn-fields. Sur. June 21.

BRECKTON, THOMAS JONES, jun., accountant, Cannon-st., and Arundel-villa, Upper Tooting. Pet. May 23. Reg. Peppys, O. A. Graham. Sol. Treherne and Co., Sur. June 21.

BROWN, GEORGE, X., widow, out of business, Westminster-rd., Ealing. Pet. June 2. Reg. Murray, O. A. Parkyns. Sol. McMillan, Bloomsbury-sq. Sur. June 21.

CHILL, ROBERT, tailor, Salisbury-ter, Kilburn. Pet. June 1. O. A. Parkyns. Sol. Lewis and Co., Basinghall-st. Sur. June 21.

COOPER, JACOB, tanner, Hagden-rd., Great Prescott-st. Pet. May 23. Reg. Peppys, O. A. Graham. Sol. Lewis and Co., Basinghall-st. Sur. June 21.

COCKER, THOMAS HENRY, cabinet inlayer, Portland-rd., Notting-hill. Pet. June 1. O. A. Parkyns. Sol. Marshall, Lincoln's-inn-fields. Sur. June 21.

DALBY, FRANCIS, formerly carpenter, Ipswich. Pet. May 31. Reg. Peppys, O. A. Graham. Sol. Jennings, Ipswich. Sur. June 18.

DEAN, THOMAS, gasfitter, Kingsland-rd., Pet. June 2. Reg. Peppys, O. A. Graham. Sol. Brighton, Bishopgate-st. without. Sur. June 10.

EVANS, JAMES, victualler, Britannia-st., Bishopgate-st. Pet. May 23. Reg. Peppys, O. A. Parkyns. Sol. Tanqueray and Co., New Broad-st. Sur. June 21.

FORBES, DAVID COLIN, foreign glass merchant, Coleman-st., and McIntosh-rd., Upper Holloway. Pet. June 1. Reg. Roche, O. A. Parkyns. Sol. Bolton, Great Swan-alley, Moorgate-st. Sur. June 10.

FRECKLEY, FREDERICK ROBERT AUGUSTUS, attorney, St. Mark's-creek, Epsom. Pet. May 23. Reg. Peppys, O. A. Graham. Sol. Philip, Panama-st. Sur. June 11.

GIBBS, CHARLES FREDERICK, clerk, Horselydown. Pet. May 23. Reg. Peppys, O. A. Parkyns. Sol. Edwin, Blackman-st. Sur. June 21.

HARDY, CHARLES, out of employment, Bushey. Pet. June 1. Reg. Murray, O. A. Parkyns. Sol. Kimber, Great Winchester-st. Sur. June 21.

HARRISON, NATHANIEL, miller, Holywell mills, near Oxford. Pet. May 23. Reg. Peppys, O. A. Parkyns. Sol. Singleton and Co., Great James-st. Sur. June 10.

HARTWORTH, ROBERT JOHN LEWIS, out of business, Westminster-villa, Kensington. Pet. June 2. O. A. Parkyns. Sol. Brown, Basinghall-st. Sur. June 21.

HIGH, JAMES, gentleman, Teddington. Pet. Mar. 23. Reg. Roche, O. A. Parkyns. Sol. Eley, New Broad-st., City. Sur. June 10.

HOLLIDAY, JOHN, jun., tailor, Whitechapel-rd. Pet. May 31. Reg. Murray, O. A. Parkyns. Sol. Barrett, Bell-yd., Doctors'-commons. Sur. June 21.

HUGHES, WILLIAM JOHN REID, brass founder, Pennycuik, Poplar. Pet. April 23. Reg. Roche, O. A. Parkyns. Sol. Watson, Basinghall-st. Sur. June 21.

LEWIS, WILLIAM, builder, Bromley. Pet. June 1. Reg. Murray, O. A. Parkyns. Sol. Layton, jun., Navarino-cottage, Bow-rd. Sur. June 21.

JACOBS, CHARLES, clerk to a public company, Tennyson-rd., Lambeth. Pet. May 23. Reg. Brougham, O. A. Paget. Sol. Dobie, Greenwich-st. Sur. June 10.

JONES, BENJAMIN, social traveller, Croydon. Pet. May 31. Reg. Murray, O. A. Parkyns. Sol. Downing, Basinghall-st. Sur. June 21.

LAWRENCE, JAMES, out of business, Blackheath. Pet. June 1. Reg. Murray, O. A. Parkyns. Sol. Elmalle, Forey, and Sedgwick, London-rd. Sur. June 21.

LEWIS, ALFRED, house decorator, Adair-rd., Upper Westbourne-pk. Pet. June 2. Reg. Murray, O. A. Parkyns. Sol. Cooper, Portman-st., Portman-sq. Sur. June 21.

LOVEY, ALFRED, late tailor, Fishmonger-alley, Fenchurch-st. Pet. May 23. Reg. Peppys, O. A. Graham. Sol. Biddles, South-sq. Gray's-inn. Sur. June 11.

MACHART, THOMAS, publican, Harrow. Pet. June 1. Reg. Murray, O. A. Parkyns. Sol. Anstey, Morris, and Co., Old Kent-rd. Sur. June 21.

MELKIN, THOMAS ROWLAND, auctioneer, Cornwall-croft, Anerley. Pet. May 23. Reg. Peppys, O. A. Graham. Sol. Parry, Oroydon. Sur. June 10.

OAKLEY, ALFRED, butcher, Tottenham. Pet. May 31. Reg. Peppys, O. A. Graham. Sol. Smith, Norfolk-st., Strand. Sur. June 10.

PATTS, NATHANIEL HENRY, wine merchant, Mitling-ls. Pet. May 23. Reg. Peppys, O. A. Parkyns. Sol. Hall, Fenchurch-st. Sur. June 21.

ROBERTSON, JOHN FRANCIS, stock broker, Threadneedle-st. Pet. Mar. 23. Reg. Brougham, O. A. Paget. Sol. Biddles, South-sq. Gray's-inn. Sur. June 11.

SHEPARD, JOSEPH, watchmaker, Ealing. Pet. June 1. Reg. Peppys, O. A. Graham. Sol. Olive, Portsmouth-st., Lincoln's-inn. Sur. June 10.

SIX, ELLIOTT, waiter in the royal arsenal, Woolwich. Pet. May 23. Reg. Peppys, O. A. Graham. Sol. Hughes and Co., Woolwich. Sur. June 11.

STEELE, MARY ANN, widow, milliner, Hackney-rd. Pet. June 1. Reg. Peppys, O. A. Graham. Sol. Biddles, South-sq. Gray's-inn. Sur. June 11.

THEVOT, FRANCOISE, spinster, assistant to a restaurant keeper, Wandsworth-creek. Pet. May 23. Reg. Peppys, O. A. Graham. Sol. Biddles, South-sq. Gray's-inn. Sur. June 11.

TOLSON, JOHN, baker, Battle. Pet. June 1. Reg. Peppys, O. A. Graham. Sol. Senior, June 10.

TUNER, GEORGE EDWIN, builder, Jarvis-rd., Fulham. Pet. June 1. Reg. Peppys, O. A. Graham. Sol. Smith, Norfolk-st., Strand. Sur. June 10.

VERALL, CHARLES, ironmonger, Chatham. Pet. June 2. Reg. Murray, O. A. Parkyns. Sol. Lewis, Mann, and Co., Old Jewry. Sur. June 21.

WATSON, JOHN, and WATSON, GEORGE, coach builders, Hand-croft, Homewood. Pet. May 23. Reg. Brougham, O. A. Paget. Sol. Biddles, South-sq. Gray's-inn. Sur. June 11.

WILKINS, WILLIAM, engineer, Gode-rd., Clapham. Pet. May 23. Reg. Peppys, O. A. Parkyns. Sol. Alfred and Andrew, Great James-st., Bedford-rd. Sur. June 21.

WYNNE, DANIEL, beer retailer, High-st., St. Giles. Pet. May 31. O. A. Parkyns. Sol. Watson, Bell-yd., Doctors'-commons. Sur. June 21.

YELLY, HARRY FLEMING, architect, Clarendon-sq., Fentons-villa. Pet. June 2. O. A. Parkyns. Sol. Nicholson and Co., Chancery-ls. Sur. June 21.

YOUNG, FREDERICK, and STANFORTH, SAMUEL, ironmongers, King-st., Brompton. Pet. May 23. Reg. Peppys, O. A. Parkyns. Sol. Ashurst and Co., Old Jewry. Sur. June 10.

To surrender in the Country.

ABBOTT, THOMAS, beer-teller, Runcorn. Pet. May 22. Reg. & O. A. Nicholson. Sol. Wood, Runcorn. Sur. June 10.

ABRI, WILLIAM, druggist, Brownhills, near Wakefield. Pet. June 1. O. A. Parkyns. Sol. Pearson and Gould, Stourbridge. Sur. June 10.

ALLEN, CHARLES PLATCHEE, clerk in holy orders, Derby. Pet. June 1. Reg. Tudor, O. A. Harris. Sol. Woods, Derby. Sur. June 21.

ANCHER, ROBERT, die dealer, Coventry. Pet. May 23. Reg. & O. A. Kirby. Sol. Smallbone, Coventry. Sur. June 10.

ATKINSON, JOHN, commission agent, Manchester. Pet. May 18. Reg. Peppys, O. A. Parkyns. Sol. Cobbe, Wheeler, and Cobbe, Manchester. Sur. June 10.

BOTTOM, DAVID, yardman, Puddock, Biddersfield. Pet. May 3. Reg. & O. A. Jones. Sol. Sykes, Biddersfield. Sur. June 23.

BRAHME, GEORGE, publican, Great Yarmouth. Pet. May 18. Reg. & O. A. Chamberlin. Sur. June 23. Reg. May 18.

BRUMPTON, THOMAS, beerhouse keeper, Market Basin. Pet. June 2. Reg. & O. A. Rhodes. Sol. Balfour and Chambers. Sur. June 19.

BRUMM, JOSEPH, trader, Balthamston, near Dewsbury. Pet. May 18. O. A. Young. Sol. Simpson, Leeds. Sur. June 21.

CHAMBERS, GEORGE WALTER, grocer, Peckleton. Pet. June 4. Reg. Hill, O. A. Kinnear. Sol. Bock, Nottingham. Sur. June 10.

DAWSON, ELIZABETH, shopkeeper, School-croft, Sheffield. Pet. May 18. Reg. & O. A. Wake and Rodgers. Sol. Messrs. Binney, Sheffield. Sur. June 17.

DOWSETT, THOMAS BROOKS, baker, Heybridge. Pet. June 1. Reg. & O. A. Codd. Sol. Digby, Malden. Sur. June 17.

FALLOWS, WILLIAM, bookkeeper, Worsley Messes. Pet. May 23. Reg. & O. A. Parkyns. Sol. Darlington, Wigan. Sur. July 8.

FIRTH, GEORGE, butcher, Beckingdale, Newport. Pet. June 2. Reg. & O. A. Halton. Sol. Wannop, Carlisle. Sur. June 10.

FOORD, THOMAS, victualler, Isle of Sheppey. Pet. May 27. Reg. & O. A. Bates. Sol. Willis, Sheerness. Sur. June 15.

FREEMAN, ARTHUR JEWELL, tea merchant, Manchester. Pet. May 22. Reg. Murray, O. A. McNeill. Sol. Slicker, Manchester. Sur. June 17.

FURBER, AUGUSTIN VALENTINE, surveyor, Combe Down. Pet. May 27. Reg. & O. A. Smith. Sol. Bartrum, Bath. Sur. June 15.

GORING, MARY, grocer, Darlington. Pet. May 31. Reg. Tudor, O. A. Kinnear. Sol. Brevitt, Darlington. Sur. June 18.

GORT, MART, widow, grocer, Runcorn. Pet. May 20. Reg. & O. A. Parkyns. Sol. May, Warrington. Sur. June 10.

GRAY, ALFRED, common brewer, Wyke Regis, near Weymouth. Pet. May 21. O. A. Carrick. Sol. Atkinson, Blandford, Forum, and Hirtzel, Exeter. Sur. June 21.

GREEN, ALBERT JOHN, filter, Monks Coppenhall. Pet. May 17. O. A. Parkyns. Sol. Butler, Exeter. Sur. June 17.

GRIGGS, EMILY ELIZABETH, milliner, West Cowes. Pet. May 23. Reg. & O. A. Blake. Sol. Joyce, Newport. Sur. June 10.

HANCOCK, GEORGE, spring knife manufacturer, Sheffield. Pet. June 1. Reg. & O. A. Wake and Rodgers. Sol. Messrs. Binney, Sheffield. Sur. June 17.

HATTON, WILLIAM, farmer, Presbury. Pet. May 31. Reg. Farrell, O. A. McNeill. Sol. Pickford, Macclesfield. Sur. June 15.

HEMINGWAY, JOHN, spinner, Barlborough. Pet. May 31. Reg. & O. A. Watson. Sol. Schooner and Brandy, Dewsbury. Sur. June 10.

HIVIA, JAMES, engine fender, Lowestoft. Pet. June 2. Reg. & O. A. Holden. Sol. Ramwell, Bolton. Sur. June 18.

HITCHCOCK, JAMES, baker, Taunton. Pet. June 2. O. A. Carrick. Sol. Trenchard and Walsh, Taunton; and Hirtzel, Exeter. Sur. June 21.

HOOD, ROBERT, pork butcher, Brighton. Pet. May 31. Reg. & O. A. Everhead. Sol. Holtham, Brighton. Sur. June 18.

HULME, GEORGE, machinist, Rochdale. Pet. June 1. Reg. & O. A. Jackson. Sol. Sandring, Rochdale. Sur. June 18.

JONES, WILLIAM, hostler, Wellington. Pet. May 31. Reg. & O. A. Newell. Sol. James, Wellington. Sur. June 11.

LANG, ROBERT, fisherman, Ramsate. Pet. May 19. Reg. & O. A. Snowden. Sol. Bowling, Ramsate. Sur. June 18.

LAYCOCK, UTOPIA, cotton manufacturer, Burnley. Pet. May 27. Reg. Murray, O. A. McNeill. Sol. Gardner, Manchester. Sur. June 23.

LYONS, THOMAS HYTHONSON, provision dealer, Birmingham. Pet. June 1. Reg. Hill, O. A. Kinnear. Sol. Messrs. Hodgson, Birmingham. Sur. June 10.

MACHART, ROBERT, newswriter, Farnworth. Pet. May 31. Reg. & O. A. Clayton. Sol. Johnston, Newcastle. Sur. June 15.

MEENON, JOSEPH, miller, Manchester. Pet. May 13. Reg. & O. A. McNeill. Sol. June 17.

MICHAEL, WILLIAM, shopkeeper, Nantwyd. Pet. June 2. Reg. & O. A. Sheppard. Sol. Plevin, Tynid. Sur. June 10.

MILNER, EDWARD WATSON, coal merchant, Weston-super-Mare. Pet. June 1. Reg. Wilde, O. A. Acranam. Sol. Mantell, Weston-super-Mare. Sur. June 17.

MURRAY, WILLIAM, baker, Great Bedford. Pet. May 23. Reg. & O. A. Hirtzel. Sol. Jowett, Bedford. Sur. June 11.

PARKES, WILLIAM, and BATHFORD, CHARLES, metallic bedstead manufacturer, Birmingham. Pet. June 1. Reg. Tudor, O. A. Kinnear. Sol. Messrs. Hodgson, Birmingham. Sur. June 18.

PARRY, EDWARD, printer, Great Brunswick-st., Hulme. Pet. June 1. Reg. Farrell, O. A. McNeill. Sol. Allen, Manchester. Sur. June 15.

PHILPIN, JOSEPH, commission agent, Manchester. Pet. June 1. Reg. & O. A. Parkyns. Sol. Law, Manchester. Sur. July 8.

QUICK, CHARLES, coachbuilder, Bath. Pet. May 29. O. A. Smith. Sol. Bartrum, Bath. Sur. June 15.

RYALL, WILLIAM JOHN KNIGHT, architect, Tettenhall. Pet. May 23. Reg. & O. A. Brown. Sol. Stratton, Wolverhampton. Sur. June 10.

SOMERFIELD, NATHAN WALKER, victualler, Halifax. Pet. May 23. Reg. Rankin, O. A. Dyson and Rankin. Sol. Harle, Leeds. Sur. June 18.

STEDD, SAMUEL, greengrocer, Horsecroft, near Rochdale. Pet. May 23. Reg. & O. A. Jackson. Sol. Holland, Rochdale. Sur. June 18.

SHARMAN, CHARLES, victualler, Brixham. Pet. May 21. Reg. Davis, O. A. Johnson. Sol. Overall, Leamington Friars. Sur. June 10.

SHAW, JOHN, late druggist, Gool. Pet. May 27. Reg. & O. A. Wilson. Sol. Green, Howden and Gool. Sur. June 30.

SHAW, ELIZABETH, widow, cotton dyer, Kirkstall. Pet. June 3. O. A. Young. Sol. Drake, Huddersfield. Sur. June 21.

SHEPHERD, JAMES, tobacco pipe maker, Worcester. Pet. June 1. Reg. & O. A. Kinnear. Sol. O. A. Parkyns. Sur. June 10.

SIMPSON, FRANK, photographic artist, Nottingham. Pet. May 10. Reg. & O. A. Patchitt. Sol. Brown, Nottingham. Sur. June 10.

SMITH, GEORGE BYRON, fish hawk, Halliwell. Pet. June 2. Reg. & O. A. Holden. Sol. Edge and Dawson, Bolton. Sur. June 10.

STEVENSON, THOMAS, and STUBBS, ROBERT, plumbers, Nottingham. Pet. May 31. Reg. & O. A. Patchitt. Sol. Cranoh, Nottingham. Sur. June 30.

SWAINSON, ROBERT, dealer in brooms, Liverpool. Pet. Feb. 10. Reg. & O. A. Hine. Sur. June 15.

THOMAS, BENJAMIN, clerk in holy orders, Slabesh, near Haverfordwest. Pet. June 1. Reg. Wilde, O. A. Acranam. Sol. Bramble and Blackburn, Bristol. Sur. June 17.

TOLLEY, WILLIAM, painter, Kinger. Pet. June 2. Reg. & O. A. Hartwell. Sol. Collis, Southbridge. Sur. June 21.

TOMLINSON, WILLIAM, ironmonger, Ludworth. Pet. May 27. Reg. & O. A. Brooks. Sol. Messrs. Drinkwater, Hyde. Sur. June 15.

WILSON, JAMES, machine closer, Coventry. Pet. May 31. Reg. & O. A. Wiltshy. Sol. Gery, Coventry. Sur. June 16.

WILLIAMS, JAMES BEVAN, shoemaker, Tenbury. Pet. June 1. Reg. & O. A. Norris. Sol. Preston, Tenbury. Sur. June 21.

WINDSOR, JOHN, and WINDSOR, CHARLES LYONS, agricultural labourer, Dunsbury. Pet. May 23. Reg. Peppys, O. A. Parkyns. Sol. James and Griffin, Birmingham; and Croxon, Oswestry. Sur. June 10.

WORSLEY, CHARLES HENRY, wheelwright, Almondsbury. Pet. May 18. Reg. & O. A. Jones. Sol. Freeman, Huddersfield. Sur. June 10.

Gazette, June 8.

To surrender at the Bankruptcy Court, Basinghall-street.

AYLEN, EDWARD SAMUEL, out of business, Bonchurch-hill, near Romford. Pet. June 5. O. A. Paget. Sol. Keighly, Ironmongers-ls. Sur. June 23.

BATHFORD, HENRY EDWARD, greengrocer, Alvey-st., Walworth. Pet. June 2. Reg. & O. A. Parkyns. Sol. Cooke, Greenwich-bldgs, Basinghall-st. Sur. June 23.

BILLINGS, MARY ANN, widow, out of business, New Church-st., Jamaica-rd., Brompton. Pet. June 4. O. A. Paget. Sol. Green, R. Post-st., Strand. Sur. June 23.

BLOOM, JAMES, farmer, East Dereham. Pet. June 3. Reg. Murray, O. A. Parkyns. Sol. Saunders, East Dereham. Sur. June 21.

BRIDE, JOHN HENRY, shirt manufacturer, Criswell-st., Granadine, Brompton. Pet. June 4. Reg. Peppys, O. A. Graham. Sol. Langton, Walbrook-house, Walbrook. Sur. June 24.

DEAN, JAMES, out of business, Albert-st., Clapham-rd. Pet. June 4. Reg. Murray, O. A. Parkyns. Sol. Maniere, Great James-st., Bedford-rd. Sur. June 21.

EDGINGTON, EDWIN THOMAS, commercial clerk, Commercial-rd. east, St. George's-st. East. Pet. June 2. Reg. Peppys, O. A. Graham. Sol. Drake, Basinghall-st. Sur. June 18.

FALTY, JOHN, cheesemonger, Bethnal-green-rd. Pet. June 3. Reg. Murray, O. A. Parkyns. Sol. Frost, Basinghall-st. Sur. June 21.

FORDHAM, JOSEPH, builder, Armagh-rd., North Bow. Pet. June 5. Reg. Roche, O. A. Parkyns. Sol. Wood, Basinghall-st. Sur. June 23.

FUGGLES, EDWIN, baker, Battersdown. Pet. June 3. Reg. Peppys, O. A. Graham. Sol. Olive, Portsmouth-st., Lincoln's-inn. Sur. June 18.

GALES, THOMAS SKULTHORP, builder, Portobello-rd., Notting-hill. Pet. June 5. O. A. Paget. Sol. Webb, Union Bank-chambers, Carey-st. Sur. June 23.

HAAS, FRITZ, and WINTER, GUSTAV, foreign agents, Carter-ls. and Dean-st., Doctors'-commons. Pet. June 3. O. A. Paget. Sol. Phil, Panama-ls. Sur. June 23.

MARTIN, JOHN THOMAS, out of business, Denhead. Pet. June 3. Reg. Peppys, O. A. Graham. Sol. Jones, New-lin, Strand. Sur. June 18.

MARTY, WILLIAM, bedding manufacturer, Curdland, Shore-croft, Pet. June 4. Reg. Peppys, O. A. Graham. Sol. Nash, Arling-st., New North-st. Sur. June 21.

RITCHIE, ROBERT ALLEN, draper, Campbell-rd., Bow. Pet. May 21. Reg. Roche, O. A. Parkyns. Sol. Marsden, Friday-st., Cheapside. Sur. June 23.

JACKSON, HARRY TODD, of no occupation, Forest-hill. Pet. June 4. Reg. Peppys, O. A. Graham. Sol. Linklaters and Co., Walbrook. Sur. June 21.

LANUM, GEORGE, builder, Bloomfield-pl., Paddington, and Ted-dington. Pet. June 3. Reg. Brougham, O. A. Paget. Sol. Biddles, South-sq. Gray's-inn. Sur. June 23.

MARTIN, JOHN THOMAS, out of business, Portobello-rd., Notting-hill. Pet. June 4. Reg. Peppys, O. A. Graham. Sol. Drake, Basinghall-st. Sur. June 24.

MANNING, GEORGE, timber merchant, Commercial-rd., Peckham. Pet. June 4. Reg. Murray, O. A. Parkyns. Sol. Towle, Greenwich-bldgs, Basinghall-st. Sur. June 21.

MOODY, ROBERT, jun.; MOODY, WALTER TIBBELL; and MOODY, FREDERICK, common brewers, Newmarket St. Mary. Pet. June 1. Reg. Peppys, O. A. Graham. Sol. Ford and Co., Basinghall-st., near St. James's. Sur. June 23.

NEDHAM, CHARLES, gunsmith, Piccadilly. Pet. June 2. Reg. Peppys, O. A. Graham. Sol. Moxon, Lincoln's-inn-fields. Sur. June 18.

NOKES, THOMAS, miller, Grays and West Thurrock. Pet. June 1. O. A. Paget. Sol. Brady, dischambers, St. Sur. June 21.

PARKER, WILLIAM, tailor, Poplar-pl., Moscow-rd., Paddington. Pet. June 1. Reg. Brougham, O. A. Paget. Sol. Price, Fenchurch-bldgs. Sur. June 21.

PRICE, HARRIS, tailor, Old Montague-st., Osborn-st., Whitechapel. Pet. June 1. Reg. Murray, O. A. Parkyns. Sol. Newham, Bucklersbury. Sur. June 21.

SCHOFFER, MARTIN (trading as Hoffman and Co.), commission agent, Cross-ls. Pet. June 1. Reg. Peppys, O. A. Graham. Sol. Watson, Basinghall-st. Sur. June 21.

SCOTT, CHARLES, out of business, Portenew Town. Pet. June 4. O. A. Paget. Sol. Kimber and Ellis, Lombard-st. Sur. June 23.

SEED, WILLIAM FRANCIS, musician, Canonbury-st., Islington. Pet. June 2. Reg. Peppys, O. A. Graham. Sol. Davis, Golden-sq. Sur. June 21.

TWISCH, FREDERICK, and TWISCH, JOHN, common brewers, New Windsor. Pet. May 22. Reg. Murray, O. A. Parkyns. Sol. Lawrence, Pleys, Boyer, and Baker, Old Jewry-chambers. Sur. June 21.

WARREN, JAMES, in no business, Great Alle-st., Goodman's-fld. Pet. June 4. Reg. Peppys, O. A. Graham. Sol. Messrs. Lewis, Ely-pl. Sur. June 18.

WHITE, CHARLES HENRY, glass dealer, Camberwell-rd., Camberwell. Pet. June 1. Reg. Peppys, O. A. Graham. Sol. Hicklin, Trinity-sq., Borough. Sur. June 21.

WHITE, JAMES, coal merchant, Lamb's Conduit-passage, Red Lion-sq. Pet. June 1. Reg. Brougham, O. A. Paget. Sol. Biddles, South-sq. Gray's-inn. Sur. June 23.

WILKINSON, ALFRED, railway inspector, Abdon-rd., Hammersmith. Pet. June 1. Reg. Peppys, O. A. Graham. Sol. Louis, Wellington-st., Strand. Sur. June 18.

To surrender in the Country.

ANGEL, BENJAMIN, over, Melcombe Regis. Pet. June 3. Reg. & O. A. Andrews. Sol. Tizard and George, Weymouth. Sur. June 22.

BLACKLEY, JOHN, salesman, Manchester. Pet. June 2. Reg. Farrell, O. A. McNeill. Sol. Burton and Elliott, Manchester. Sur. June 21.

BOLAND, RICHARD, working jeweller, Birmingham. Pet. June 4. Reg. & O. A. Guest. Sol. Howlands, Birmingham. Sur. June 23.

BRAYAN, FREDERICK JAMES, grocer, Tipton. Pet. June 3. Reg. & O. A. Walker. Sol. Stokes, Dudley. Sur. June 21.

CARTER, JAMES, blacksmith, Oundle. Pet. June 4. Reg. & O. A. Sherard. Sol. Messrs. Richardson, Oundle. Sur. June 21.

CAYE, WILLIAM, potato dealer, Wharfedale. Pet. June 3. Reg. & O. A. Percival, Spalding. Sur. June 21.

CHAMBERS, WILLIAM, carrier, Colmington. Pet. June 2. O. A. Sol. Burrow, Colmington. Sur. June 18.

CLARKE, WILLIAM SMITH, licensed victualler, Hulme. Pet. May 13. Reg. & O. A. Hulton. Sol. Gardner, Manchester. Sur. June 19.

CURRIE, ROBERT, bookkeeper, Brighton. Pet. June 5. Reg. & O. A. Everhead. Sol. Holtham, Brighton. Sur. June 23.

DANIEL, THOMAS, collier, Margam. Pet. June 4. Reg. & O. A. Lewis. Sol. Stockwood, Bridgend. Sur. June 21.

DAW, THOMAS, sen., painter, Doncaster. Pet. June 3. Reg. & O. A. Shirley. Sol. Woodhead, Doncaster. Sur. June 21.

DIBBEN, BEUBEN, blacksmith, Worthing. Pet. June 4. Reg. & O. A. Dennett. Sol. Rannels, Brighton. Sur. June 22.

EDWARDS, JOSEPH, gardener, Ryecroft. Pet. June 4. O. A. Clarke. Sol. Crump, Walsall. Sur. June 21.

ELKIN, THOMAS, bill poster, Bournemouth. Pet. June 5. Reg. & O. A. Drutt. Sol. Sharp, Christchurch. Sur. June 21.

FRANKLAND, FRANCIS, fruit dealer, late Blackburn. Pet. May 12. Reg. Farrell, O. A. McNeill. Sur. June 22.

GREGSON, NANCY, cotton spinner, late Over Darwen. Pet. May 13. Reg. & O. A. Thomas, Pontypridd. Sur. June 19.

GRIFFITHS, SAMUEL, draper, Treforest. Pet. June 3. Reg. & O. A. Spickett. Sol. Thomas, Pontypridd. Sur. June 19.

HALTON, SAMUEL, and HALTON, CHARLES, painters, Blackburn. Pet. May 13. Reg. & O. A. Bolton. Sur. June 21.

HARRIS, JAMES, upholsterer, Cheltenham. Pet. June 3. Reg. & O. A. Gale. Sol. Chesshyre, Cheltenham. Sur. June 21.

HENDERSON, MICHAEL, out of business, Crook. Pet. June 5. Reg. & O. A. Trotter. Sol. Hutchinson, Bishop Auckland. Sur. June 21.

HILL, ABRAHAM, and HILL, JOHN, stone merchants, Bradford. Pet. June 7. O. A. Young. Sol. Simpson, Leeds. Sur. June 21.

HITCHES, PETER, master coal miner, Orrell. Pet. June 4. Reg. & O. A. Part. Sol. Lender, Wigan. Sur. July 15.

HOOPE, GEORGE, cooper, Worcester. Pet. June 3. Reg. & O. A. Crisp. Sol. Tree, Worcester. Sur. June 22.

HITCHINSON, THOMAS JAMES, architect, Newcastle-under-Lyme. Pet. June 3. Reg. & O. A. Slaney. Sol. Litchfield, Newcastle-under-Lyme. Sur. June 19.

ISAC, WILLIAM, cooper, Sneyton. Pet. June 1. O. A. Carrick. Sol. Fulford, North Tawton, and Tordell and Fetherick, Exeter. Sur. June 18.

JACKSON, ALFRED, shoemaker, Darnley, near Rochdale. Pet. June 4. Reg. & O. A. Jackson. Sol. Harris, Rochdale. Sur. June 21.

JACKSON, JOHN, beerhouse keeper, Seacombe. Pet. June 3. Reg. & O. A. Watson. Sol. Panton, Birkenhead. Sur. June 23.

JOHNSON, FRANCIS, roll tinner, Wrookwade. Pet. June 3. Reg. & O. A. Newell. Sol. Murray, Wellington. Sur. June 21.

KIRBY, RICHARD, draper, Birkenhead. Pet. May 27. Reg. & O. A. Watson. Sol. Downham, Birkenhead. Sur. June 16.

KITCHINGMAN, WILLIAM HENRY, beerhouse keeper, Huddersfield. Pet. May 22. Reg. & O. A. Jones, jun. Sol. Freeman, Huddersfield. Sur. June 23.

LADDETT, JOHN, out of business, Birmingham. Pet. June 2. Reg. & O. A. Guest. Sol. Howlands, Birmingham. Sur. June 23.

LEWIS, MATTHEW HENRY, land surveyor, Ore. Pet. June 2. Reg. & O. A. Young. Sol. Philbrick, Hastings. Sur. June 19.

MORRIS, WILLIAM, draper, Sheffield. Pet. June 3. O. A. Young. Sol. Biddles, South-sq. Gray's-inn. Sur. June 23.

MILES, WILLIAM, beerhouse keeper, Leicester. Pet. June 4. Reg. & O. A. Ingram. Sol. Durant, Leicester. Sur. June 23.

MURRAY, JAMES, beerhouse keeper, Bristol. Pet. June 1. Reg. & O. A. Harley and Gibbs. Sol. Benson and Elliott. Sur. June 18.

NAPPIER, JOSEPH, CHARLES, general broker, Hulme. Pet. May 13. Reg. & O. A. Hulton. Sol. Harriott, Manchester. Sur. June 19.

NORTHEN, JOHN, greengrocer, Bradford. Pet. June 2. Reg. & O. A. Robinson. Sol. Berry, Bradford. Sur. June 15.

GLOVER, ROBERT, out of business, Colleshill. May 27. 5s. in book from registration.

GREGG, JOHN, merchant, Bradford. May 6. Trusts W. Woodhead, and J. Rawnsley, manufacturers, both Bradford.

GRIMEHAW, ABRAHAM, jun., cloth manufacturer, Hemsworth. May 11. 3s. by two equal instalments on Sept. 14 and Jan. 14—second instalment, cloth merchant, Leeds; and R. Child, publican Horforth.

HALL, PHILIP, draper, Gateshead. May 14. Trusts T. Wilson, draper, Newcastle-upon-Tyne; R. Sanderson, builder, Gateshead.

HARDY, JOHN, jun., hosiery, Liverpool. May 18. 16s. by instalment per month, 1s. 6d. in 12 mos.—first instalment, 1s. 6d. on June 18, 1870, and 1s. 6d. on Oct. 18, 1870, and 1s. 6d. on Feb. 18, 1871. Trusts T. Reid, fruiterer, and T. Wright, draper, both in Newcastle.

HEALD, JAMES, and WALKER, CHARLES GEORGE, fruiterers, Stockton. May 6. 6s. by three equal instalments, on June 18 and Oct. 18 next, and Jan. 16, 1870. Trusts T. Reid, fruiterer, and T. Wright, draper, both in Newcastle.

HILLMAN, ALFRED, provision dealer, Brighton. May 8. Trusts E. J. Reeves, wholesale grocer, Brighton, and E. Hillman, gentleman, Lewes.

HOWELL, EDWARD JAMES, and COBBINGROO, THOMAS, confectioners, 14, Church Lane, Stockport. May 27. Trusts W. Twiss, wine merchant, and E. S. Bleasde, accountant, both Liverpool.

JOHNSON, WILLIAM, and JOHNSON, AUSTIN, business tinsmith agents, Goswell-road, Clerkenwell. June 5. 1s. in 6 mos from registration.

KIDD, JOHN, BETH, wire drawer, Cawthorne. May 4. Trusts J. Woodcock, iron merchant, Clackbeaton; M. Wood, wire maker, Brighouse; and J. G. Gradwell, bookkeeper, Earnley.

LIVERSEY, JOSEPH, cattle food manufacturer, Blithburgh-st-without. June 4. 1s. in 18 mos. Trusts E. Coombs, merchant, Macclesfield; and T. Wright, draper, both in Newcastle.

LOUD, JAMES, builder, Great-rd., Clapham Junction. May 23. 1s. in 25 days.

MARONEY, MICHAEL, commission agent, Bradford. May 10. Trusts J. Gurney, G. S. Osborn, woollensapiers, and J. Hill, jun., bank manager, both in Bradford.

MARSH, EMANUEL, baker, Walsall. May 6. 4s. in 10 days. Trusts J. Wheeler, engineer, Dudley.

MCAUGHTON, JOSEPH, beerhouse keeper, Middleborough. May 6. Trusts J. H. Bannison, agent, Stockton-on-Tees.

MURPHY, JOHN, draper, Walsall. May 8. Trusts J. Bannison, June 4. 2s. 6d. by three instalments of 6d., 1s., and 1s., first to be paid down, and the second and third on 6d and 12 mos.—last two secured.

MORFITT, JOHN, flax spinner, Leeds. April 28. Trusts T. Harrison, banker; J. O. March, machine tool maker; and S. March, engineer, both in Leeds.

MURRAY, JOHN, plumber, Newcastle-upon-Tyne. April 18. Trusts J. Mean, agent, Newcastle-upon-Tyne.

NEWBY, JOSEPH, carrier, Worthington. May 18. 10s. by instalments of 4s. 6d. on June 30, 3s. on Aug. 31, and 3s. on Nov. 3, 1870, on May 31, 1870,—secured. Trusts M. Newby, cutter, Egramont.

NEWMAN, WILLIAM, jun., baker, Ilford. June 1. 4s. by two equal instalments on registration, and in 3 mos. Trusts J. A. Potts, cheeseconger, Newcastle-upon-Tyne.

PAYNE, BAILEY, draper, Walsall. May 8. Trusts C. Coples, gentlemen, and J. Other, painter, both Walsall.

PATTON, GEORGE, draper, Greenwich. May 23. by three equal instalments,—first secured. Trusts G. E. Kiddell, Greenwich.

PENN, WILLIAM, publican, Oldiswinford. May 13. 6s. on June 18.

PLUMMER, JOHN, cooper, Colwynbrook, 2, Walsall. June 4. 2s. by two instalments, in 3 and 4 mos from registration.

PURVIS, JOHN, provision merchant, Newcastle-upon-Tyne. May 19. 7s. 6d. by four instalments, 3s. 6d. on demand, 2s. 6d. on June 23, 1s. 6d. on April 23, 1870, and 1s. on July 23, 1870.

REID, JOHN, confectioner, Newcastle-upon-Tyne. May 18. Trusts J. B. Read, J. H. Wheelwright, Portsmouth. May 12. Trusts J. J. Bland, timber merchant, Portsea.

REID, JOHN HENRY, cabinet maker, Manchester. May 11. 24d. by two equal instalments, on Aug. 14 and Nov. 14.

RODDICK, JOHN, woollensapiers, Walsall. May 11. Trusts C. Broad, banker, cashier, Darlington; J. Fox, woollen merchant; and F. Crossland, another Darlington.

RICHARDS, SIMON, contractor, Aberdare. May 3. Trusts W. Alexander, Cardiff; J. Hill, Bristol, both timber merchants; and E. Thomas, ironmonger, Aberdare.

ROBERTS, JOHN, bootmaker, West Bromwich. June 3. 2s. 6d. 1 week from registration.

SEEKINGS, SAMUEL, miller, St. Ives. May 17. Trusts T. Smith, farmer, Tibbroke, and T. Knights, jun., oorn merchant, Hemphol.

SEWELL, THOMAS, currier, Penrith. May 10. Trusts W. Sutton, leather merchant, Scoury, near Carlisle.

SOMER, JAMES, gentleman, Bocoastia. May 12. Trusts T. Crook, Esq. St. Austell.

STABLE, ARTHUR, and BENJAMIN, hotel keeper, Finsbury-st. Strand, and Brighton. May 6. Trusts J. T. Snel, public accountant, Chesapeake, and E. Toppin, surveyor, Strand.

STEWARTSON, JOHN, grocer, Hulme. June 4. 3s. 6d. by two instalments of 2s. and 1s. 6d. in 1 mo and 3 mos.

SWENHAM, JAMES, fish and fowl merchant, Dengie. May 6. Trusts E. S. Moore, merchant, Maldon.

TALFORD, JOHN, grocer, Sheffield. May 14. 4s. in 1 mo. Trusts H. Copley, silversmith, Sheffield.

TEMPLE, ROBERT, professor of music, Belgrave-rd. St. John's-hospital, in full, 16 equal instalments, first in 3 mos from registration, each succeeding 3 mos,—secured.

TUBBS, JOHN WHITEAM, coal merchant, Lowestoft. May 14. Trusts S. B. Cooke, merchant, Ditham, and L. Blake, coal merchant, Great Yarmouth.

WALLACE, JAMES, bootmaker, Leicester. May 27. Trusts E. Wood, shoe manufacturer, Leicester.

WARD, THOMAS, joiner, Stockport. May 10. Trusts P. Scarle, draper, Stockport, and A. Gohard, builder, Heaton Norris.

WHITELEY, RICHARD, and BROUGHT, JAMES, worsted and manufacturers, Colkley. May 6. Trusts J. Robinson, joiner, Belper, and J. H. Bland, another in Belper.

WILSON, JAMES ARNER, bootmaker, Windermere. June 1. In full, by four equal instalments, on Oct. 1, 1869, Feb. 1, on Aug. 1, 1870, and Feb. 1, 1871. Trusts T. Wilson, joiner, Belper.

YOUNG, EDWARD, draper, Crutchey. June 1. Trusts J. Bland, 1s. 6d. in 3 mos, 1s. 6d. in 6 mos, and 2s. in 9 mos.

COOPER.—On the 17th ult., at Boulogne-sur-Mer, aged 73, **Mrs. Anne Marie Madeleine Marie, Courtesse De Gexin**, wife of **Charles Purton Cooper, Esq., Q.C.**
FOULKE.—On the 1st inst., at 2, Edward Charles Foulke, eldest surviving son of the late Sir William Webb Foulke.
KERR.—On the 1st inst., at London, **Christopher Kerr**, To Clerk of Dundee.
LYNCH with ult., at his residence, 4, Wellington-square Chelsea, aged 70, **Robert Lyster, Esq., M.A.**, late of Kn Bachel-walk, Temple, barrister-at-law.
PERRY.—On the 3d ult., at his residence, New Bright street, near the Strand, **John Perry, Esq., Commissioner in Bankruptcy for the Liverpool District**.
PLUMPTRE.—On the 5th inst., at Worthing, aged 33, **Adela** the beloved wife of **Charles John Plumptre, Esq., barrister-at-law**, of 13, Belgrave-road, St. John's-wood.
WALKER.—At South Lambeth, aged 82, **J. W. Walk, 1 solicitor.**

of the principal executors had been sitting with them, and would not submit to the view taken by his fellow jurymen. The parties, however, are alone to blame, as there is the same power of challenge in the County Courts as in the Superior Courts (9 & 10 Vict. c. 95, s. 73).

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J. B.—The books which at first were the text-books of the Irish Church question, seem now somewhat out of date. The discussion has got past the stage at which books are of much value; and you had better study carefully the debates in both Houses upon the Suspensory Bill of last year, and the measure brought forward this session. There is, however, a useful little pamphlet in defence of the Church—"Facts Relating to the Present State of the Church in Ireland," by Dr. A. T. Lee (published by Rivington's); while the writings of Dr. Maziere Brady are, so far as we know, the best on the other side.

THE state of the Nisi Prius business is positively alarming. In the three courts in Middlesex the aggregate number of causes at the commencement of the after term sittings was no less than 395. Of these upwards of 200 are marked to be tried by special juries. Now, if all the eighteen Judges had attacked this mass of business, each would have had twenty-two cases to get through in the allotted fourteen days. As it is there are but six of them actually trying causes, which gives each one an average of sixty-six to try, and in the Queen's Bench the disposal of the first cause, which is going on at the time we write, has already absorbed four days. Therefore, taking the above average, the learned judge has sixty-five causes to try in the nine following days. If he disposes of a dozen it is as much as he can do, withdrawals and settlements being put aside, and it is terrible to contemplate what will happen next November when the arrears are augmented by new causes.

The great waste of judicial power is in the Exchequer Chamber. That court has been sitting during the past week, taking away six judges from the Nisi Prius courts. We say taking them away, but if they were available it is difficult to see where they could sit. If they were available, perhaps some attempt might be made to accommodate them. The first step, therefore, is to release them from their present appellate duties. That this must soon be done is obvious. It is far more important to the Profession that causes should be tried with dispatch than that there should be an intermediate court of appeal.

INSTEAD of committing to the Election Judges the business of bankruptcy and pensioning off the present commissioners, as was proposed by the Bill now in committee, the ATTORNEY-GENERAL has yielded to the general feeling of the House, that having so able and experienced a bankruptcy lawyer as Mr. Commissioner BACON, it would be a waste of judicial power to banish him and put into his place a Judge, or, rather, one of those Judges, altogether unlearned in bankruptcy law. The amended Bill provides that the first Judge in bankruptcy is to be taken from the present commissioners, with the full understanding that Mr. BACON is to be preferred. The new Judge is to take rank with the other Judges of the Superior Courts.

It has been remarked both in and out of the House, that during the present session the ATTORNEY-GENERAL has risen as much above the level of his former estimation as the SOLICITOR-GENERAL has fallen below it. Sir ROBERT COLLIER has won golden opinions from both sides of the House. Sir JOHN COLERIDGE has lost them in the same proportion. The explanation of this unanticipated result of the Ithuriel spear of office is, that official duties do not demand oratorical skill so much as debating power, readiness of reply, and tact.

The jury system does not appear to work very well in the County Courts. On the 4th inst., two cases were heard in the Chester County Court. In the one case a verdict for 10% was given in an action for false imprisonment, where the Judge thought that a guinea to a charity would have been sufficient. On a new trial being asked for, it turned out that the plaintiff's brother-in-law had been on the jury. In the other case, which involved the construction of a will, the jury were unable to agree, and the explanation given by the foreman was that one

MR. TAYLOR, who is carefully cultivating the character of grievance-monger and constituting himself the critic of Magistrates' Courts in general, has again met with a well deserved rebuke in the House of Commons. He preferred a complaint against the EARL OF RADNOR and a Bench of seven Magistrates at Salisbury, for having fined two young women 20s. each for stealing what he called a handful of greens from a field; and he added that the noble Earl and his colleagues had caused a reign of terror in the neighbourhood by their severity in this and other cases.

What were the facts? They were stated by the HOME SECRETARY, amid the cheers of the House, which thus marked its disapprobation of the calumniator. There had been repeated robberies of the same kind; the farmers and the labourers who held allotments had night after night their cabbages stolen. A watch was set, and the prisoners, aided by a younger child, were caught in the act of stealing them. Instead of a handful only of greens, the quantity taken exceeded one hundredweight, and filled two sacks, from the size and weight of which it was manifest that the purpose of the thieves was to have hidden them until their parents, who had set them to the work, could remove the plunder from its hiding place. The offence had been so often repeated that it was necessary to make an example; therefore, they dismissed the youngest of the party, and convicted the two eldest, who were of an age to know perfectly that they were committing a crime. The law, not the magistrate, inflicts imprisonment for nonpayment of a penalty. The fine in this case was designed to reach the parents, and the Bench were unanimous in their judgment.

Thus explained, there is no person who will not say that the sentence erred in being too lenient rather than too severe. The cottager is as much entitled to the protection of his cabbages from thieves as is Mr TAYLOR to the protection of his watch or spoons. The necessity for the exposure of vegetables where they cannot be guarded night and day is a reason for punishing the plunder of them with greater, not with less, severity. The rich man can surround his garden with walls; the poor man must be content with a hedge or a rude paling; but is he, therefore, to have no redress against thieves who leap the fence to carry off his cabbages? But Mr. TAYLOR cares nothing for this, so that he can find in it a text for attacking a magistrate; and, however reckless of truth are his complaints his purpose is served. He knows that to one who reads the answer, a hundred will read the accusation, and that if he but throws dirt enough some of it will stick. Probably he forgets that he soils his own hands in the process.

THE limits of liability of railway companies as carriers of passengers have been very elaborately and accurately reviewed and defined by the Exchequer Chamber, in the case of *Redhead v. The Midland Railway Company*, very fully reported in the last number of the LAW TIMES Reports (20 L. T. Rep. N. S. 628.). The result is lucidly stated by the reporter in the head-note, and it is important alike to the public and to the companies that the real nature of their responsibility should be clearly understood, which certainly has not been the case hitherto. It is now distinctly laid down by the Judges that no contract either of general or limited warranty of safe conveyance is undertaken by a carrier of passengers. The contract and obligation is only

to take due care, including in that term the use of skill and foresight; and negligence alone is a breach of this contract. "Due care" means, however, a high degree of care, and throws upon carriers the duty of exercising all possible vigilance to see that whatever is required for the safe conveyance of their passengers is provided and kept in proper order and repair. But this duty will not make carriers responsible for injuries to passengers arising from a latent defect in the machinery they are obliged to use, and which no human skill or care could have either prevented or detected.

It was further intimated, but not expressly decided, that even in the case of common carriers of goods, there is no warranty on the part of the carrier that his carriages are road-worthy.

DEFENDANTS OUT OF THE JURISDICTION.

It may, perhaps, be in the recollection of our readers that in 1868 a case (*Allhusen and another v. Melgarco*) came before the Court of Queen's Bench, in which the Court decided that unless the whole of a cause of action for which leave was sought to proceed against a foreigner residing out of the jurisdiction arose within the jurisdiction, leave could not be given to proceed against him under sect. 19 of the Common Law Procedure Act 1852. The case is reported very shortly in our reports (18 L. T. Rep. N. S. 323) but more fully in 37 L. J. 169, Q. B.

The facts were that both the plaintiffs and the defendant carried on business at Newcastle-on-Tyne, but that the defendant resided in Spain. In January 1866, a contract was made between the plaintiffs and the defendant for the delivery at Newcastle of the plaintiffs of a quantity of manganese during certain months of the year 1866. A further contract was subsequently made in Spain for extending the contract to a further supply, and the defendant having made default in delivering a portion of the manganese, the plaintiffs brought their action, and issued a writ in pursuance of the section cited above. The defendant did not appear, and a summons was taken out before the Master by the plaintiffs for leave to proceed in the action. This summons was dismissed, and Baron Martin, on appeal, confirmed the decision. The plaintiffs went to the court, when the decision of Baron Martin was upheld, Mr. Justice Blackburn saying, "The whole principle of our decision may be summed up by saying that a cause of action arising within the jurisdiction means that all things constituting the cause of action arose within the jurisdiction."

We now learn that the plaintiffs were advised to commence proceedings in the Court of Common Pleas. They accordingly did so, and Mr. Justice Willes made the order which had been refused by the Master, Mr. Baron Martin, and the Court of Queen's Bench. On granting the order, Mr. Justice Willes made the following notes:—"I make this order according to the practice followed since the Act passed, and according to the construction of the Act which I have reason to believe was intended. The cases affecting the jurisdiction of the inferior courts are, I think, quite inapplicable. The Superior Courts had jurisdiction in such a case before this Act by proceedings in outlawry. They have such jurisdiction now on the subject matter confessedly. If the defendant chooses to raise the question, he can do so by motion, or perhaps by plea in abatement. I do not feel myself at liberty to depart from the usual practice without a decision of the court in which the process is, viz., Common Pleas." It is important that the existence of this construction of the Act should be known to the Profession, and, to show the practical benefit which has resulted, we may state that the plaintiffs have by proceedings under Mr. Justice Willes's order, obtained the certificate of a Master of the Common Pleas entitling them to judgment for 5700*l.* as damages for the breach of contract.

Had the decision of the Court of Queen's Bench prevailed, it is obvious that it would have been a direct encouragement of fraud. For example, either of the class of persons contemplated by sects. 18 and 19 of the Act of 1852 might enter into a contract abroad to deliver goods to the other parties to the contract in this country, and subsequently, finding that the market had gone up, refuse to complete the contract except at the market price, and there would be no remedy because the whole cause of action had

not practically speaking arisen in this country. In *Allhusen's* case we are informed this actually happened, and the plaintiffs were compelled to give 30*s.* per ton above the contract price for many hundred tons actually sent to Newcastle by the defendant, but refused to be delivered to the plaintiff except upon payment of the advanced price. Mr. Justice Willes having been the chief framer of the Common Law Procedure Act, must of course be taken to have given it its correct construction.

REMOVAL OF NUISANCES.

A RECENT decision has surrounded with more perplexity than ever the administration of this most perplexing law. In the case of *The Guardians of the Hendon Union v. Bowles*, 20 L. T. Rep. N. S. 609, the facts may be stated briefly thus: A large number of houses drained into a covered drain, the contents of which made their exit on the land of A., so near to the highway as to become a nuisance. The owners of the houses having a right so to drain, A. had no power to prevent them. The Board of Health applied to the justices for an order upon the owners and occupiers of the houses to remove the nuisance thus produced. It was proved that no nuisance existed upon the premises of the defendants; their drain was properly sealed, nor did its contents in any manner cause a nuisance, until they were discharged into the open ditch in the field of A. The justices were of opinion that, inasmuch as no nuisance was found on the premises of the defendants, they had no power to make an order upon them to remove what did not exist there, and that they could not order them to remove a nuisance upon the premises of another person, into which they had no right of entry, and where to touch even the sewage would be a trespass on their part. The justices were further of opinion that the order must be made, if at all, upon the person on whose premises the nuisance is found; that it was his duty to remove it, either by prohibiting the parties draining into his field from so doing, if they had no right so to do; or, if they had such right, then to prevent the nuisance by carrying the offensive matter through his land by a covered drain. It was also the opinion of the justices that, where a great number of houses drain into a common sewer, it would be impossible for them to ascertain by which of those houses a nuisance at the outflow of that sewer was caused. Against this decision the Board of Health appealed, all parties having concurred in a desire that a point of so much importance should be determined by a Superior Court. With this view, the case was prepared that is set out in the report. Mr. Serjt. Cox was the chairman of the justices by whom it was decided, and the case was settled by him and the parties with the express purpose of procuring an explicit decision of the court above upon the simple question, whether an order for the removal of a nuisance should be made upon the person on whose premises it actually exists, or upon the persons, if any, who produce the offensive matter, however distant they may be, and although their premises contain no nuisance whatever. But, notwithstanding the care thus taken by all the parties interested to secure, as they hoped, a decision that would guide them in the administration of the law of nuisances, it will be seen that the Court has avoided the principal question—indeed, that alone for which its opinion was sought, and which, therefore, still remains to perplex alike the parish authorities and the justices.

CAB LAW.

In *Cave v. Storey*, 20 L. T. Rep. N. S. 618, the Court of Exchequer decided that a railway-station is not a public place within the provisions of the Hackney Carriage Act, and consequently that a cab there is not bound by the provision of the statute which requires the driver, under a penalty, to take any passenger who requires the use of it. It is a familiar trick with Cabbies not to see certain customers when there is a chance of selection, having a decided preference for a party of three or four, or for a stranger visiting London. According to this decision of the Court of Exchequer, at a railway station he is privileged to do this, and it cannot be doubted that he will make good use of the privilege of refusing to take a fare whom he considers unprofitable. A railway-station should

be declared by statute to be a public place within all the statutes that regulate streets and public places. For instance: abuse, being drunk and disorderly, are offences only when committed in a public place. Should not a railway station be as public for such purpose as the street that is not nearly so much frequented?

THE CLAIMS OF THE COUNTY COURT JUDGES.

WE mentioned in a leading paragraph last week that a deputation of County Court judges had waited upon the CHANCELLOR of the EXCHEQUER to bring before him their claims in connection more particularly with the new Bankruptcy Bill. Their principal object is to obtain an augmentation of their salaries and, as a collateral matter of equal importance, an augmentation of retiring pensions.

No excuse, we apprehend, is necessary for our frequent recurrence to this question, inasmuch as the jurisdiction of the County Courts is in a transition state, and it would be most unwise that all the machinery should be altered and enlarged whilst the heads of the system remain unprogressive. We use the word unprogressive advisedly, and not only with reference to the pecuniary remuneration of the present judges. To them an increase is due as a matter of bare, naked justice. As stated in a memorandum which is in circulation, "Under the original County Court Act (1846), the judges were at first remunerated by fees according to the number of plaintiffs, amounting, in some cases, to more than 2000*l.* per annum; and, as the number of cases in all County Courts is now more than doubled, the result would have been that in some circuits the remuneration upon that principle would now have exceeded 4000*l.* per annum. The judges were also at liberty to practise at the Bar, and, of course, to act as arbitrators." The work has increased; the privileges are reduced; yet a salary is given in proportion to the state of things existing in 1846.

But the heads of the system will remain unprogressive in respect of judicial capacity so long as remuneration is stinted. We should not desire to detract in the least degree from the reputation of any existing County Court Judge, but there do exist doubts whether all are qualified to deal with the singularly complicated administration of the law now proposed to be imposed upon them. Undoubtedly they will well fulfil their duties in the infancy of the new jurisdictions, and they should be properly remunerated. But it is to be desired that the very highest order of legal capacity that can be secured should be placed upon the County Court bench. A very satisfactory result would follow the adoption of the suggestion of the deputation, namely, the increase of the salaries to 2000*l.* per annum.

IMPOSSIBLE ASSURANCE COMPANIES.

IN an article on Mr. CAVE's Bill dealing with the constitution of Assurance Companies, the *Poll Mall Gazette* sketches out what, according to its own notions, an Assurance Company ought to be. It is not surprising that this journal, which, in a measure, has led a newspaper crusade against the commercial immorality of the present day, should err on the side of honesty and good faith. But an error of this kind is no less an error, and, therefore, renders almost valueless any observations which may be advanced having that error as their foundation.

It must be universally admitted that the failure of insurance companies has been a portentous feature in commercial life of late. As remarked by our contemporary, "The Albert Company now represents twenty extinct companies. The Eagle has purchased the interests and business of nineteen others, and the European represents no fewer than thirty-three companies which, unable any longer to support themselves, their liabilities, and their evil prospects, sold themselves as well as they could, and gave up the ghost."

This simply proves that insurance companies, like other companies, have been got up to serve the purposes of promoters; the number so got up was far larger than the public required, and the consequence has been a ruinous absorption into the few stable societies. The question is, whether this justifies our contemporary in going to that extreme to which it does go by demanding that before a company is tolerated as a public company at all it shall demonstrate impossible things, and that, when tolerated, it

shall carry on business in a way which cannot fail to work a loss instead of a profit.

The following is the remarkable proposition of the *Gazette*:—"We have," it says, "always contended that no company ought to be allowed to take premiums and commence life assurance business until it could be certified that the capital was *bonâ fide* and fully paid up, that the directors and manager were not men of straw, that whenever a new risk is undertaken a sum should be immediately set aside sufficient to pay the policy at maturity, and that a clear and intelligible account of all such matters should be open to the inspection of all concerned, and should be certified to by a qualified State official."

Now, in the first place, how is it to be proved that the directors and managers are not men of straw? Are directors and managers to be compelled to open their bankers' accounts to inspection? And if they did, what would those accounts prove? Simply that at the date of the inspection so much stood to his credit. That evidence, of course, would be worthless. Then as to immediately setting aside sufficient to pay the policy at maturity, it is the business of an actuary to ascertain how little capital can be kept to meet the contingencies in order to free the remainder for profitable investment. If, immediately a policy were granted say for £1000, a like sum was invested in Consols to meet the liability at maturity, the small interest payable on those investments would render it impossible to carry on the business at a profit.

The short conclusion is that the official regulation of companies is a most difficult matter, in fact almost an impossibility. The public are in a great measure to blame for supporting young and doubtful institutions, but dishonest promoters are at the root of the evil. Until, therefore, our contemporary can invent a process for converting rogues into honest men, and giving the public sense and discretion, we fear matters will remain pretty much as they are.

ENGLISH AND COLONIAL LAW.

PHILLIPS V. EYRE.

A COLONIST, MR. JAMES BROOK, of Adelaide, South Australia, writes to us as follows on this case:—

Will you allow me space for a few remarks on this case, reported in 19 L. T. Rep. N. S. 770. The decision is a most important one, and if upheld, must have a most serious effect upon the interests of British subjects who may have, or may have had, dealings with our colonies. It establishes the power of a Colonial Legislature to make a law altering altogether the character of a bygone Act" (*LUSH, J., p. 776*), and makes such a law binding and effective upon parties who have withdrawn themselves from colonial jurisdiction, and who base their claims upon English law, and are pursuing their remedies in English courts of justice.

It has always appeared to me (and I have made the subject of colonial law an important part of my professional studies) that nothing short of an imperial Act could effect this result. And after attentively considering the judgment and arguments in this case, I am compelled to admit myself in the position of the man "confronted against his will."

The principle of the decision, so far as I can gather, is that colonists must be considered as "foreigners" whose rights are altogether to be regulated by what is equivalent to "foreign" law.

I think I am justified in thus stating the *ratio decidendi*. Counsel, in arguing on behalf of the plaintiff, wished to consider the colonial legislature "on the same footing as that of any foreign country," but Mr. Justice LUSH (*p. 776*) said that, in order to make the analogy complete, the parties must also be considered to be foreigners, "instead of two British subjects." And, in delivering judgment, Lord Chief Justice COCKBURN says, referring to colonial legislatures, "the same comity which obtains among nations should be extended to them by the tribunals of this country when their law conflicts with ours in respect of acts done within the ambit of their jurisdiction."

This consequence would seem to flow from the decisions—once a colonist, always a colonist—always subject to colonial law with respect to what you have done, or the rights you have acquired, founded on acts done "within the

ambit" of colonial jurisdiction. If the colonial Legislature can follow you and declare that to have been lawful which was unlawful at the time it was done, is there any reason why should be incapable of declaring the converse—that to have been unlawful which was lawful at the time? If it can take away a right of action, it can grant one; and colonists who have long since returned to the domicile of the mother country may yet find their interests materially affected by the *ex post facto* legislation of the same character as the Jamaica Act of Indemnity.

I certainly never had taken that view of the position of a colonist. The powers of a colonial legislature are derived either from charter or from an Act of the Imperial Parliament. They are subordinate and limited by the terms of such charter or Act of Parliament, and are only valid so far as they keep within the prescribed limits. I conceived, therefore, that a colonist, though living within the local jurisdiction of a colonial legislature, had, as a British subject, certain rights and privileges, for the enforcement of which he could rely upon the imperial law, as well in respect of the Acts of a colonial legislature as in respect of the acts of an individual. Where there has been no modification of imperial law by the colonial legislature, the imperial law prevails; and, in becoming a colonist, the rights and privileges of a British subject are prejudiced so far only as they may have been or may be affected by that colonial legislation to which he voluntarily and for the time submits himself.

In the present case, assuming both the parties to have been colonists, one breaks the law to the injury of the other, and the right to a remedy, thereupon, vests in the plaintiff—in this case—by virtue of the paramount authority of the law of England; not by virtue of any colonial law, or right or privilege which he enjoyed as a colonist simply, but, by virtue of his right, to English law, which, as a subject, he carries with him in every part of the British dominions, liable only to restriction or modification by the Acts of colonial legislatures, to whose jurisdiction he chooses, for the time being, to submit himself. Lord Chief Justice COCKBURN says (*p. 770*), "There is no doubt that a cause of action vests by the English law when a man sustains a wrong in a colony."

And assuming the colonial legislature had unqualified power within their jurisdiction, that they might have originally made the act of the defendant lawful, might have closed the courts of the colony to the plaintiff after the commission of the alleged wrong, and have deprived him of his right to damages there by other means, it is difficult to conceive on what authority they could claim to go further, and to pursue a British subject who has withdrawn entirely from the colonial jurisdiction. Is it simply because at the time the plaintiff's right first accrued the parties were living in the colony? or is it, as appears from the judgment, because the circumstances out of which the plaintiff's right arose occurred within the ambit of colonial jurisdiction, and might have been (but were not at the time) affected by colonial legislation? Neither of these grounds appear to me satisfactory, but I am unable to suggest any other from a perusal of the report.

I observe that a point with which we, as South Australians, are familiar, whether such an Act is authorised by the charter as one "for the peace, welfare, and good government of the colony," does not appear to have been raised during the argument. The question of "repugnancy" was mooted, but was summarily disposed of by reference to the recent imperial Act (28 & 29 Vict. c. 63, s. 3), which was the result of action taken in this colony some few years back.

Another point seems hardly to have been argued, which may have some bearing upon this case—to what extent a governor, acting as such, can be affected by colonial law. His office and duties are regulated by imperial law.

I am glad to hear that an appeal is pending. I trust the result will be to show that a colonist in the position of the plaintiff is not in the position of a foreigner claiming rights to which he is or was entitled by foreign law only, and that he does not by becoming a colonist deliver up entirely, and without remedy or power of recall, his rights and privileges as a British subject to the control of a colonial legislature.

SAYINGS AND DOINGS OF THE COURTS.

[CONTRIBUTED BY THE REPORTERS OF THE SEVERAL COURTS.]

HOUSE OF LORDS.

On Friday last their Lordships (the Lord Chancellor, Lords Chelmsford, Westbury, Colonsay, and Cairns) gave judgment in the case of *Partington v. The Attorney-General*, in error from the Exchequer Chamber. The facts were these: In 1819 a widow lady named Shard died intestate, leaving personal assets to a considerable amount. The Crown, by Mr. Maule the then solicitor to the Treasury, took out administration to the estate, and the sum received by Mr. Maule and his successor on that account amounted to 23,884*l.* In 1823 Isabel Cook, the wife of Ellis Cook, both she and her husband being domiciled in the United States, applied to the Crown, claiming to be next of kin to Mrs. Shard. Her claim was not recognised, and she died in 1825 without taking any steps to establish her claim. In 1830, Ellis Cook died intestate without having taken possession of, or any steps to recover, the money in the hands of Mr. Maule, and without having administered to his wife. After the death of their father, the children of Mr. and Mrs. Cook applied to Mr. Partington (the present appellant) a solicitor in London, to take proceedings on their behalf, and a personal representative to Isabel Cook's estate, being necessary, James Cook, one of the children, executed a power of attorney authorising Partington to take out administration to the estates of both Isabel and Ellis Cook. Grants of administration to both these estates were accordingly made to Partington on July 23, 1855, by the Prerogative Court of Canterbury. By these authority was given to administer "the goods, chattels and credits which, whilst living, and at the time of death, did any way belong to the estate." A suit was instituted in the Court of Chancery, under the title of *Partington v. Reynolds* (31 L. T. Rep. 7; 27 L. J. 505, Ch.), and ultimately, on June 26 1858, Vice-Chancellor Kindersley made an order, under which the above sum of 23,884*l.* with 34,124*l.* for interest thereon at 4 per cent., was paid to Partington, as the personal representative of Isabel Cook. Partington paid the money over to James Cook, in America, who gave a release for the same both in regard to his mother's estate and also as administrator in America of his father, to whom he had there taken out administration. The Commissioners of Inland Revenue claimed that the stamp duty on the letters of administration should be paid upon the entire value of the property at the date of the administration in 1855; and also that the letters of administration for the estate of Ellis Cook should be stamped at the same rate. This claim the appellant disputed, and two questions were thereby raised: (1.) Whether the stamp duty on letters of administration was to be calculated on the principal moneys only, which constituted the property at the time of the death, or also on the accumulation of interest between the death and grant of administration? On this point the Exchequer gave judgment for the Crown, and that judgment was affirmed in the Exchequer Chamber. (See 6 L. T. Rep. N. S. 900; 10 Id. 751.) (2.) Whether letters of administration having been taken out to both Isabel and Ellis Cook, stamp duty was payable on both, and at the same rate? This was decided in favour of the Crown by the Exchequer Chamber, reversing the judgment of the court below. Their Lordships now affirmed the judgment of the Exchequer Chamber for the Crown on both the above questions, and decided, first, that duty was payable on the interest as well as on the principal, on the construction of 58 Geo. 3, c. 184, sched. 3, taken in connection with sect. 38 of the Act, and on the authority of *Doe d. Richards v. Evans*. 10 Q. B. 476. Second, that the same duty was payable on each administration, because there were, in fact, two grants of administration, and the duty must be paid on each, and because there were two devolutions of the beneficial ownership, and, therefore, two grants were necessary to complete the title of the claimant.

On the same day judgment was given in the case of *Singleton (or Scott) v. Lord Napier*. The appeal was against interlocutors of the Lord Ordinary and of the First Division of the Court of Session, pronounced in an action of declaration at the suit of Mr. John Scott, the late husband of the appellant. The question at issue related to the right of exclusive property in the two most important lochs in the south of Scotland, viz., the lochs of St. Mary's Kirk of the Lochs, in the county of Selkirk. The lochs are surrounded by lands belonging to four proprietors, viz., the Duke of Buccleugh, Lord Napier, Mr. Murray, and Mr. Scott. Mr. Scott claimed a joint right and common property with the other three riparian proprietors. Of these, Lord Napier alone opposed Mr. Scott's claim. Lord Napier contended that he had an

exclusive right to the whole of the lochs and their solum, and that he was entitled to drain them and to use and dispose of the area of land which they cover as being his own property. This plea he founded on an original grant of James VI. of Scotland, in 1607, and also on prescriptive possession, *quod dominus*. The Court of Session (Lord Deas and Lord Ardmillan; Lord Curriehill dissentiente) decided in favour of the defender, the present respondent. That judgment was now reversed by the House of Lords (Lord Chancellor, Lords Chalmersford, Colonsay, and Cairns). Their Lordships considered that Lord Napier's title was insufficient to give him an exclusive right to the property in these lochs, because the grant of 1607 was a grant *ultra vires* of the Crown, and never formed part of Lord Napier's title, and because Lord Napier had failed to prove the exclusive user and possession of the lochs. Judgment was therefore given for the appellant, with costs in the court below.

The *Shedden* case still "drags its slow length." Miss Shedden was speaking the whole of Monday and Tuesday. On Thursday week she and her father appeared at the bar of the House, and the latter said that his daughter was too ill and weak to continue her address. The Lord Chancellor asked what was to be done where a lady insisted on pleading her own cause, occupied thirteen or fourteen days in argument, when three or four would have been amply sufficient, and then complained that much speaking prevented her from proceeding? Miss Shedden endeavoured to continue her speech, but shortly swooned, and was carried out of the House. The House then adjourned till Friday, when, at the conclusion of the above judgments, Miss Shedden again spoke till the end of the day. The Lord Chancellor, when the House rose, said that their Lordships expected Miss Shedden to conclude her case on Monday, and on that day the Lord Chancellor reminded her that it was the last day of her argument, and urged her to avoid digressions. Monday was the seventeenth day of the hearing. The Lord Chancellor, however, yielded to Miss Shedden's solicitations that she might be allowed to continue her address, observing that Miss Shedden's digressions and repetitions, and her rhetorical amplifications of matters quite obvious and simple, had caused a most unparalleled lengthening of the case, to the great inconvenience of other suitors. His Lordship added that no counsel would have been allowed to conduct an argument in the way Miss Shedden persisted in adopting. On Tuesday Miss Shedden again spoke during the whole of the day, and at the end of the sitting applied to have the papers in the case handed over in support of the application to Lord Penzance for a new trial in the Divorce Court. The Lord Chancellor said that the papers were in custody of the House, and could not be given up for the purpose named, while the suit was pending before their Lordships. Miss Shedden's argument seemed on Thursday as far from a conclusion as ever.

In future cases, where ladies appear in person, surely some modification of the use of the *clepsydra* might be introduced with advantage.

JUDICIAL COMMITTEE OF THE PRIVY COUNCIL.

The Judicial Committee commenced their sittings on Monday last, when the Master of the Rolls (Lord Romilly), Sir William Erie, Sir James Colville, and Sir Joseph Napier were present. The list contains forty-eight causes, of which thirty are appeals from India, four from Victoria and New South Wales, and even from the Admiralty Court. The case of *Sheppard v. Bennett*, on appeal from the Arches Court, will be heard this day (June 19).

No day is as yet fixed for the hearing of the case of the *Bishop of Capetown v. The Bishop of Natal*, on appeal from Natal.

On Monday the *Beta*, on appeal from the Admiralty Court, was argued. A French sailor on board the brig *Xiste*, was injured in a collision between that vessel and the *Beta*, and thereupon instituted a suit *in rem* to obtain compensation. It was contended in the court below that the Admiralty Court had no jurisdiction, but Sir Robert Phillimore overruled that objection, and judgment was given for the petitioner. Mr. Clarkson appeared for the owners of the *Beta* (the appellants), and argued against the jurisdiction of the Admiralty Court.—The Judicial Committee, by Lord Romilly, said that the case of the *Sylph*, 17 L. T. Rep. N. S. 519, was conclusive on the point, and that the Admiralty Court had power to entertain an action *in rem* for personal injuries done by a ship, under the Admiralty Court Act 1861 (24 Vict. c. 10), s. 7, taken in connection with sect. 514 of the Merchant Shipping Act (17 & 18 Vict. c. 104).

The remainder of Monday, and the whole of Tuesday and Wednesday, were occupied with arguments in the cases of the *Karnak*, the *Great Pacific*, the *Lion*, and the *Maggie Leslie*, and in each case the Committee reserved judgment.

On Thursday there was no sitting.

ROLLS COURT.

Several cases worthy of record have occurred during the past week. *Lees v. Hibbert* was a suit instituted before the passing of the Partition Act 1868, to obtain the partition of an estate at Oldham, known as the New Earth Estate, two undivided fifths of which belonged to the plaintiffs as joint tenants, and the remaining three-fifths to two of the defendants, who were trustees thereof for other persons, who were also made defendants to the suit. Part of the surface of the estate had been let on long leases for building purposes, the coal and minerals underneath being reserved. The plaintiffs now asked that a sale might be directed under the 3rd section of the Partition Act 1868, which empowers the court on the request of any of the parties interested to direct a sale of the property instead of a division, where by reason of the nature of the property, or of the number of the parties interested therein, &c., or of any other circumstance, a sale of the property and a distribution of the proceeds would be more beneficial for the parties interested than a division of the property among them. They also relied on the 5th section of the Act, which enacts that, if any party interested requests the court to direct a sale instead of a division, the court may, unless the other parties interested or some of them undertake to purchase the share of the party requesting a sale, direct a sale. The plaintiffs were willing to purchase the shares of the defendants, or to consent to the property being put up for sale by auction with a good price reserved upon it, as they wished to purchase it in order to get the coal. The defendants objected to the sale at present, as the value of the surface for building purposes was rapidly increasing. His Lordship said that he was quite clear that the court had jurisdiction to direct a sale under the Act, and suggested that there should be a direction for a sale at such time and in such manner as the parties should agree upon. After some discussion, it was arranged that the cause should stand over to enable the parties interested to come to some arrangement among themselves.

Re The Joint-Stock Company (Limited), Fyffe's case, was an application by Dr. Andrew Fyffe that his name might be removed from the list of contributories to the above company, on the ground that he had sold and transferred his shares before the winding-up of the company commenced. In Feb. 1866, Dr. Fyffe, who was then the holder of twenty shares in the company, sold them to one Strawbridge; the transfer was executed by both parties, and left for registration at the offices of the company on the 15th of the same month. It was not, however, registered, and the order for the winding-up of the company was soon afterwards made. Dr. Fyffe's name being on the register of shareholders at the date of the order for winding-up, he received the usual notice that he would be settled on the list of contributories. In June 1866, he attended at the chambers of the Master of the Rolls and resisted having his name placed on the list of contributories, but did not procure the substitution of Strawbridge's name for his own. Strawbridge died in June, 1867, without his name having been substituted for that of Dr. Fyffe, and during the past month the latter received notice that his name would be settled on the final list of contributories. His Lordship said that Dr. Fyffe was unquestionably entitled at one time to have Strawbridge's name substituted for his own, but that he had lost his right by delay and laches. In June 1866 Dr. Fyffe knew that his name remained on the register of shareholders, and that it would consequently be placed on the list of contributories, unless he succeeded in having it removed. But he had allowed a year to elapse without taking any steps to have Strawbridge's name substituted for his own; and as Strawbridge was now dead, and had no legal personal representative, there was no name to substitute for Dr. Fyffe's. The case was a hard one, but it was caused by the applicant's own laches, and the summons must therefore be dismissed with costs.

Re Mason's Hall Tavern Company (Limited), Orgill's case, was an application by the official liquidator of the above company that Mr. Orgill, formerly a director of the company, might be compelled, under the 165th section of the Companies' Act 1862, to repay a sum of 500*l.* which he had received under the following circumstances. The company was registered in 1866. Shortly before the registration of the company, its promoter, a Mr. Nokes, asked Orgill to become a director, to which he consented on condition that he should be provided with the necessary qualification, viz., fifty fully paid-up 10*l.* shares. Nokes agreed to this, and paid up in full fifty 10*l.* shares, for which Orgill had applied. The property for the acquisition of which the company was formed was purchased by the company for 19,000*l.* from Nokes, who had agreed to purchase it from the Masons' Company for 9000*l.*, making thus a gain of 10,000*l.* on the transaction. The 500*l.* paid for Orgill's qualifying shares came out of this sum, and it

was urged on behalf of the official liquidator that the receipt of this money by Orgill, with knowledge of the source from whence it came, was a breach of his trust as a director, and rendered him liable to repay the amount under the 165th section of the Companies Act 1862, which provides that where, in the course of the winding-up of a company under the Act, it appears that any past or present director, &c., has misapplied any moneys of the company, or been guilty of any misfeasance or breach of trust in relation to the company, the court may, on the application of any liquidator, &c., examine into his conduct and compel him to repay any moneys so misapplied, or to contribute such sums of money to the assets of the company by way of compensation in respect of such misapplication, misfeasance, or breach of trust as the court thinks just. His Lordship was of opinion that no case had been made out for compelling Mr. Orgill to repay 500*l.*, or any sum, under the 165th section. He had not, in his Lordship's opinion, received any of the company's money, or been guilty of any misfeasance or breach of trust. He had received the 500*l.* from the promoter under the agreement that the necessary qualification should be provided for him, and there was no evidence that he had anything to do with the sale to the company, or with the fring of the purchase-money. The whole transaction appeared to his Lordship to have been perfectly *bona fide* and straightforward, and the summons must therefore be dismissed with cost.

Maltby v. Ware was a suit instituted by a Mr. Maltby, who is the leaseholder, for a term of which there are still eleven years to run, of the Bird-in-hand public-house, in High-street, Hampstead, against his neighbour the defendant, to restrain him from building a certain wall to such a height as to interfere with the access of light and air to a certain window in the plaintiff's public-house. In June 1868 the defendant pulled down the outer wall of his house, which forms one of the walls of a narrow passage running from High-street between the premises of the plaintiff and defendant, into which passage the plaintiff's tap-room window looks. The defendant began to rebuild the wall, and built it to a much greater height than before, so as to interfere with the access of light and air to the plaintiff's tap-room, and thereby, as the plaintiff alleged, seriously to interfere with his business. The plaintiff alleged that since the wall had been completed many of his customers had, on account of the darkness of the room, refused to be served in it, and insisted on being served in the parlour, which had the effect of driving away the better class of his customers, who used to frequent the parlour before. The plaintiff had obtained an *ex parte* injunction, and a motion on the defendant's part to dissolve this injunction had in August 1868 been refused with costs. The case now came on for hearing. His Lordship was clearly of opinion that the increased height of the wall had materially darkened the plaintiff's tap room. The defendant's case was that the plaintiff had acquiesced in the erection of the wall, and that his loss of light in one direction had been compensated by gain in another. Compensation was no real ground of defence; and it could not be said that the plaintiff had acquiesced in the wall being built, because he had assented on the defendant's representations that the loss of light would be compensated; and when he found out that these representations were incorrect, it could not be said that it was then too late for him to see his remedy. The suit was not a frivolous one, and the plaintiff's lease had yet several years to run. The plaintiff was entitled to a mandatory injunction with costs, under which the defendant would be compelled to reduce the wall to its original height. His Lordship, after remarking how hard this decision would press on the defendant, who he believed to have acted *bona fide* in the belief that he had obtained the plaintiff's consent to the heightening of the wall, suggested that the plaintiff should waive his strict right, and leave it to His Lordship to settle what compensation the defendant should pay to the plaintiff for the darkening of the tap-room, which course his Lordship was of opinion he had no jurisdiction to take without the consent of the parties.

Re James Gray (a solicitor), the court was moved to suspend for a limited time the drawing up of the order, to afford Mr. Gray an opportunity of making reparation to his client, which he was earnestly desirous of doing. Some two weeks since his Lordship sentenced Mr. Gray to be suspended from practising as an attorney or solicitor for ten years, on the ground of his having filed a bill for specific performance in the name of the assignee of a bankrupt without his knowledge, and also that he had allowed a client to make an affidavit the contents of which he knew to be false. His Lordship at that time intimated that if reparation were made to the injured party he would reconsider his decision. A short report of the case will be found in the *LAW TIMES* May 29, p. 90. His Lordship now directed the drawing-up of the order to be deferred until after the last seal in the sittings after term; but if it

reparation had been made by that time, the order should be drawn up.

The Watford and Rickmansworth Railway Company v. the London and North-Western Railway Company, was a suit instituted for the purpose of obtaining the decision of the court as to the construction of an agreement entered into in June 1862 between the above companies, for the construction and working of a branch line from the Watford Station of the London and North-Western Railway to Rickmansworth. This agreement provided that all differences arising between the parties out of the subject matter of the agreement should be referred to arbitration. A dispute as to accounts having arisen between the parties, the defendant company proposed to refer the matter to arbitration; this the plaintiff company refused to do, on the ground that the accounts in question did not come under the agreement, but arose out of transactions between the parties subsequent to the date of the agreement, the arrangement as to which had never been reduced to writing, but had been made verbally between the officers of the two companies. The defendants, in resisting the taking of the accounts by the court, relied on the 2nd section of the Railway Companies' Arbitration Act 1859, which empowers railway companies, by writing under their common seals, to refer to arbitration "any then existing or future differences, questions, or other matters whatsoever in which they then are or thereafter shall be mutually interested;" and on the 26th section of that Act, which declares that full effect shall be given by all the Superior Courts of law and equity to all agreements, references, arbitrations, &c., in accordance with the Act. His Lordship, though he considered the accounts so complained that they could not be taken by an arbitrator, nevertheless was of opinion that he could not, in the face of the objection raised by the defendants, decree an account. The words of the second section of the Act were very wide, and if the transactions as to which the accounts were sought to be taken did not arise immediately out of the agreement, the words "other matters," in the second section, were sufficiently wide to include them: so that, in his opinion, the jurisdiction of the court was excluded. The point was quite new to his Lordship; though it was quite settled that a reference to arbitration under the Common Law Procedure Act did not take away its jurisdiction from a court of equity. He should dismiss the bill, but without costs, as the defendants had not sufficiently insisted on their objection to be allowed their costs; instead of answering the bill, they should have pleaded the agreement to refer to arbitration. If the defendants would agree to waive their objection, he would dispose of the matter in chambers, but if not, the bill must be dismissed, without costs, on the ground that it was covered by the arbitration clause.

V. C. STUART'S COURT.

The past week has produced the following cases worthy of notice.

Sharp v. The Baron De St. Sauveur, in which the question was whether certain freehold and copyhold estates to which the late Baroness de St. Sauveur was entitled at the time of her death, passed under her will as realty or as personality. The estates were, by a deed, dated the 10th March 1862, conveyed by the baron and his wife to trustees upon trust to sell, exchange, or make partition of them, and, in case of a sale, to pay one half of the purchase-money to a Mr. W. L. Loveday, and the other half to the baroness absolutely for her separate use, and until the sale the trustees were to pay the rents as the baroness should by deed or will appoint, and in default they were to be hers absolutely. The baroness by her will, dated in August 1862, bequeathed to her husband for life all her landed property, situate at Ealing, in the county of Middlesex. Now, as the baron was an alien he could not hold land in England, and if the Ealing property, which was subject to the trust for sale, but which had not been sold, was to be still considered as land, the bequest in favour of the husband could not take effect. Another question was whether the testatrix, by using the words "landed property" in her will, had or had not elected to treat the Ealing property as realty notwithstanding the trust in the deed and the rule in equity that what was directed to be done shall be considered as done in reference to the conversion of the property. The Vice-Chancellor, in giving judgment, said that upon the construction of the deed the property must be treated as personal estate, for if it were not so the manifest intention of the testatrix in favour of her husband would be defeated. The expression "landed property" in the will might be considered as equivalent to "all her estate and interest in land" at Ealing, and had those words been actually used by her they would have passed the purchase-money or the right to receive the purchase-money of land subject to be sold. The baroness must be considered as having, by her

will, elected to treat her unsold land as personality, and, therefore, there would be a declaration to that effect, and an order for a sale of the property and for payment of the income arising from a moiety of the proceeds to the baron during his life.

In *Skidmore v. Bradford*, which was a suit for the administration of the estate of a Mr. Jacob Bradford, a wholesale ironmonger at Manchester, the following question arose. Mr. Bradford had adopted a nephew, and brought him up to his business, and given him the management of one of his warehouses. In effecting the purchase of a warehouse shortly before his death, Mr. Bradford had directed his nephew's name to be entered in the contract as the purchaser, and after paying 1500l. on account, had taken the receipt in the nephew's name. Mr. Bradford had died suddenly, leaving the balance of 3500l. unpaid, and the question was whether the nephew was entitled to be paid that sum out of the assets of Mr. Bradford's estate. The Vice-Chancellor said that if Edward Bradford, the nephew, had been a mere volunteer, there was no principle on which he could have come to this court to have the testator's act of bounty completed, and this claim admitted against his assets; but if, on the faith of the representations of the testator, he had involved himself in any liability or had incurred any obligation, he could not be considered a volunteer, and the testator's assets would be liable to make good the representation on the faith of which he had acted. In the present case it had been proved beyond all doubt that the real contracting party was Jacob Bradford, that in making the purchase his object was to benefit his nephew; that the nephew knew all the circumstances; that when the contract was prepared the testator desired his nephew's name to be inserted, and that in consequence of that insertion the nephew lay under a legal obligation to pay the purchase-money. Having thus become liable to be sued and incurred the liability on the faith of the representations of the testator that he would give him the house, the case was entirely governed by *Crosbie v. McDonal*, where the argument of Sir Samuel Romilly had been adopted by Lord Erskine in his judgment. "Suppose a man, the frequent guest of another in the country, adjoining whose seat is a piece of ground that would add considerably to the beauty and enjoyment of the place, but an enormous price is asked; that the guest attached to the place desires his friend to contract for that piece of ground for him, and says he will pay for it, and the other contracts accordingly, and pays far beyond the value, would a court of equity permit that man to recede from his engagement? Would that not be considered as fraud in respect of the consideration—an engagement contracted at the request of another, into which, without that motive, the party contracting would not have entered?" Lord Erskine said, "The Statute of Frauds had nothing to do with it, for this was not an engagement to answer for the debt of another, but upon the faith that he would deliver her from the consequences. The defendant in that case, who was a lady, undertook to bind herself. The principle of law upon these actions is that, though upon a mere voluntary promise an action does not lie, yet if one man binds himself to pay, and does pay money in consequence of an obligation undertaken by another, the one has money which in equity and conscience ought to be the money of the other; and that is not *nudum pactum*." Applying these principles to the present case, he considered that the assets of the testator were liable to make good the obligation which had been incurred by Mr. Edward Bradford, and that he was entitled to have the balance of the purchase-money paid out of his uncle's estate.

Sir Roger Charles Doughty Tichborne, Bart., v. Piers Mostyn—Tichborne v. Tichborne, was a motion that the time for retaining the bills filed in these causes might be extended to the last day of Easter Term 1870. It was stated that the evidence which is being taken under a commission issued by the Probate Court could not be completed sooner, the time fixed for the return of the commission being the 12th Oct. 1869. The Vice-Chancellor made the order.

Tichborne v. Tichborne—Tichborne v. DeCastro, was a motion on behalf of the creditors of the late Lady Tichborne, for an order directing an account and payment of Lady Tichborne's debts, she having died intestate, and also for an account of her personal estate, or that a receiver might be appointed, *ad litem*, pending proceedings in the Probate Court. It appeared that the Probate Court had declined to appoint an administrator on the ground that as this court had appointed a receiver of the estate, there might be a conflict between the two officers in the discharge of their duties. The Vice-Chancellor said he thought the proper course for this court to take would be to give the parties leave, notwithstanding the appointment of a receiver, to apply to the Court of Probate as they might be advised.

Ives v. The Shipley Local Board of Health, was a bill filed by contractors for an account of work

done and moneys paid in respect of a reservoir. The Vice-Chancellor, in delivering judgment said that there were some peculiarities in this case which distinguished it from others of the same kind. The plaintiffs were employed by the defendants to construct a large reservoir according to the plaintiffs' specifications. The contract gave to the engineer the extensive and arbitrary powers usually given by such instruments, and it placed the contractor entirely under his control. The right to payment was made to depend on the certificate and award of the engineer. During the progress of the work the walls on the east and west sides of the reservoir, after being built to a certain height gave way. Great expense was occasioned to the plaintiffs in rebuilding these walls. They had been paid for the extra expense as to the east wall. But the more considerable expense for the west walls the engineer refused to include in a certificate, and the defendants refused to pay. The Vice-Chancellor then considered at some length, and said that there must be a decree declaring that the plaintiffs were entitled to be paid for the expense of taking down and rebuilding the west wall of the reservoir, and a decree for an account of what remained due to the plaintiffs in respect of the works; and in taking the account the plaintiffs were to be bound by all the certificates made prior to the filing of the bill, except so far as related to the taking down and rebuilding the west wall of the reservoir, but it must be declared that the plaintiffs were not bound by any admeasurement or certificates made after the filing of the original bill. The plaintiffs were entitled to the costs of the suit to be paid to them by the defendants up to and including the decree.

Waterlow v. Sharp, Gardner v. Sharp, was a motion on behalf of the directors of the London, Chatham, and Dover Railway, to vary an order made by his Honour on the 7th May, by omitting from it words describing the Rev. Samuel Kettlewell and Mr. Cadman as representatives of the mortgagees of the general undertaking of the company. The object of the application was to prevent any mistake as to the parties to be joined in the proceedings. The Vice-Chancellor said the matter had better be referred to the Lords Justices, and declined to make any order.

V. C. MALINS'S COURT.

A few cases have occurred since our last notice which should be referred to. The first was *Weeks v. Jackson*, which came on upon a bill filed by a master mariner and part owner of a vessel called the *Kestrel*, seeking to set aside an agreement and mortgage, and for delivering up of certain bills of exchange, on the ground that the defendants Jackson and Shepherd and one Strongman had joined to defraud the plaintiff. Jackson and Shepherd were joint managers of a marine insurance business, and they and Strongman, as it was alleged, negotiated for an agency for the sale in London by the plaintiff of the Preston Pans Brewery Company's beer, in respect of the purchase of which Shepherd procured a mortgage on the ship from Jackson (who, it was alleged, was his partner), and the plaintiff accepted certain bills, and executed a mortgage to Jackson at 10l. per cent., the result being that Strongman became bankrupt, and the plaintiff lost his money, about 600l., the vessel being sold. The plaintiff's case was that he was in infirm health, incapable of transacting business, and was taken advantage of by the defendants. There was evidence on both sides, the case of the plaintiff being absolutely denied, and a letter was produced bearing a date very close to the transaction, which the Vice-Chancellor thought showed capacity above the average, and he dismissed the bill with costs, making very strong observations on the course pursued by the plaintiff in bringing forward such a case.

The next case was *Westbrook v. McKie*, which was an old suit, relating to the property of Robert Briggs, formerly of the Island of Antigua, who by his will gave annuities and legacies, which were claimed by the Crown, on the ground of incapacity in the recipients, and also a legacy of 1000l. to a Presbyterian kirk in the island, in which the testator took great interest. It happened that at the time of his death, in 1861 (the will being made in 1838), the struggle between the kirk and the Free Church was at its hottest, and shortly after the well-known disruption occurred, and although one minister was inducted, he resigned after a year's residence, and ever since there had been only Free Church ministers. Under these circumstances, it was strongly urged that the doctrine of *cy pres* ought to be applied, this court having in *Attorney-General v. Bunce* so decided in the case of a Baptist congregation which had taken the place of a Presbyterian one at Devizes, and yet was held entitled under the most distinct gift to a congregation of "Presbyterians," sooner than that the gift should fail; and there were stronger cases. On the other hand, it was said that the doctrine of *cy pres* had been carried too far here, as the testator, being a

Presbyterian himself, could not be supposed to intend to support the Free Church. The Vice-Chancellor, however, held that, the tenets being almost identical, differing only in questions of church government, if it was necessary to apply the doctrine of *ex press* it must be applied; at all events, the gift was valid.

The next case, a most extraordinary one, which has been noticed on a former occasion, was that of *Pronjé v. Matthews*, in which a Frenchman, who married an English lady, on which occasion a French settlement was made, claimed the whole of certain property which she had acquired in trade during a separation from her husband of thirty-one years, spent in great vicissitudes by her in France and India, where she was one of a mercantile firm. The facts were shortly these. Marrying in 1839, a few years after Madame Pronjé commenced an intrigue with one De Neuilly, with whom she went to London, and was followed by the plaintiff who was induced to forgive her: she returned with him to Paris, but, renewing her intrigue, they separated, and although she made several attempts towards a reconciliation, writing letters indicative of great ability and in the French language, they never again lived together. A child, Léon, had been born, which she admitted was not the plaintiff's, and she took him to Calcutta in company with one M. Chevrot, with whom she lived till his death: Léon coming back to France and being brought up, and educated, and provided for (by obtaining him a situation) by the plaintiff. Léon met at a students' ball a woman, alleged to be living an unchaste life and the wife of another man, and carried on an illicit intercourse with her, and Léonie (a defendant) was the issue of that connection. Léon subsequently took his paramour to London and went through the ceremony of marriage with her at St. James's Church, Piccadilly, took her to India and died there. Ultimately Mdme. Pronjé or Chevrot came back from India, bringing Léonie with her, and died at Bordeaux, being possessed of about 10,000*l.* realised by her trade in India, and saved by her; her husband was sent for, but she died before he arrived. He took proceedings in the French courts under his settlement, and obtained possession of a great part of her savings, as the "surviving consort," and now sought to recover the remainder, some of which was at the death at Bordeaux in a casket, and some in England, and formed the subject of an arrangement for a settlement, not carried out, but agreed upon, between Madame Pronjé or Chevrot, and the defendants Messrs. Matthews, whereby she provided for her grand-daughter Leonie, the heads of this settlement being set forth in the bill, and sought to be declared void, as contrary to the French settlement. The opinions of eminent French *avocats* had been taken; and upon those the plaintiff, on the one hand, sought to have the whole set aside, and the defendants insisted that, according to French law it constituted a moral obligation, a *don manuel*, or a will, and the money came within the words "the small properties of life," referred to in the code. The Vice-Chancellor, having reserved his judgment until the present time, now referred to the facts in detail, and was of opinion on the question of French law, that it was clearly the right of Madame Pronjé to do what she had done, as coming within the reasonable limit of a natural obligation. The conduct of the defendants had been perfectly correct, and the bill was a most unrighteous one, considering that the plaintiff had already obtained nearly 6000*l.* from his wife's anxious labour. The bill must be dismissed with costs.

COURT OF QUEEN'S BENCH.

Upon the grand jury coming into court to be discharged, they made the following presentment:—"That a respectful memorial be presented through, and by favour of the Lord Chief Justice, to the Right Honourable the Secretary of State for the Home Department, representing the serious inconvenience and manifest inutility of perpetuating the practice of empannelling a grand jury when it is known that there is no case to bring before them, or any business to be transacted: that with few and rare exceptions all the criminal cases are now disposed of at the sessions of the Old Bailey; that those exceptional cases could be provided for under the existing arrangements; that it is unadvisable and needless to continue a complicated onerous practice, when a simpler, more satisfactory, and equally efficient arrangement can be adopted; and that, in conveying the views of the grand jury upon the subject to the Right Honourable the Secretary of State for the Home Department, the jury desire to express an earnest hope that an Act may be passed by which the evil so frequently and justly complained of may be removed." The Lord Chief Justice informed the grand jury that their presentment should be duly handed to the Home Secretary. They were then discharged.

A novel and an interesting application was made to the court on the 11th instant, at the instance of

Mr. Surenda Nath Banerjee, a native of India, for a rule for a *mandamus* to be directed to the Civil Service Commissioners, commanding them to take evidence of his age, with the view to his entering into the Civil Service of India. It appeared that this gentleman, having studied in the University of Calcutta, came to England, and studied here for a twelvemonth, and then presented himself for examination. By regulations which the Civil Service Commissioners were entitled, under the 21 & 22 Vict. c. 106, to make, it was necessary that a certificate of birth should be proved, showing that on the 1st of last March the candidate was between the ages of seventeen and twenty-one. The applicant presented the required certificate, and went successfully through his examination. It was, however, objected that he had exceeded the prescribed age, and was therefore disqualified. He offered to prove that he was within the age, the difficulty arising from the different mode of computing age in India. The court granted upon an application to strike an attorney off the roll for misconduct in his profession. Upon showing cause against the rule, the matter was referred to one of the masters, (Master Manley Smith) who having entered very fully into the matter, made a very circumstantial report to the court. It appeared that a Mr. Chitto, who was a tradesman carrying on business at Wolverhampton, being in pecuniary difficulties and anxious to compromise with his creditors, he consulted Mr. Barrow, the attorney, against whom the present application was made who (as it was alleged) advised him to get some friends to hold fictitious promissory notes for debts not really owing, and then to offer 7*s.* 6*d.* in the pound. Although this was denied by Mr. Barrow, it was not disputed by him that the notes were actually given, nor that he was afterwards aware of that fact; that he went with Chitto before the creditors and endeavoured to induce them to accept the composition. These facts coming to the knowledge of the creditors, the present application was made. The master's report having been read and counsel heard, the learned judges delivered their judgment through the Chief Justice, who said that the case was one of a very serious character and of great delinquency, and if they had been quite satisfied that Mr. Barrow had concocted the scheme, they would have felt it to have been their duty to have struck him off the roll. It was a matter of every day experience that frauds were perpetrated by dishonest debtors upon their creditors by means of fraudulent dispositions of property or of fictitious debts, the result of either process being that the assets were not truly and fairly distributed, and so the creditors were defrauded. They were, however, not perfectly satisfied that the attorney actually originated the fraud; but still he had been guilty of a very serious offence in what he had actually done. He knew well that the fraud had been concocted and the notes were fictitious, and, notwithstanding this, he tried to uphold the fraud and to carry it successfully out. No doubt an attorney, when asked by a client to take part in the perpetration of a fraud ought not to betray him, but he was, nevertheless, bound to refuse to be any party to it, or to do anything towards assisting in carrying it out, for that one of the greatest securities provided against the perpetration of such frauds was the necessity they involved of the co-operation of attorneys, and happily in the great majority of cases this operated as a very great protection against such frauds. The Chief Justice further said that it would be most lamentable if this valuable security should be diminished, and that if parties had reason to be less confident of the honour and character of attorneys to whom necessarily so much was confided, and in whom so much reliance was now placed. He thought the case, therefore, was exceedingly serious, and one which, although it did not appear to require the most severe sentence, demanded, at least such a sentence as would be sufficient to mark the sense which the court entertained of it. The sentence must be one of suspension for a certain period: for the payment of costs (though the amount would, probably, be considerable) would not be a sufficient punishment. Taking, therefore, all the circumstances into consideration, the court were of opinion that Mr. Barrow must be suspended as an attorney for a year, and in addition to pay the costs of the proceedings.

On the same day the court adjudicated upon an application to strike an attorney off the roll for misconduct in his profession. Upon showing cause against the rule, the matter was referred to one of the masters, (Master Manley Smith) who having entered very fully into the matter, made a very circumstantial report to the court. It appeared that a Mr. Chitto, who was a tradesman carrying on business at Wolverhampton, being in pecuniary difficulties and anxious to compromise with his creditors, he consulted Mr. Barrow, the attorney, against whom the present application was made who (as it was alleged) advised him to get some friends to hold fictitious promissory notes for debts not really owing, and then to offer 7*s.* 6*d.* in the pound. Although this was denied by Mr. Barrow, it was not disputed by him that the notes were actually given, nor that he was afterwards aware of that fact; that he went with Chitto before the creditors and endeavoured to induce them to accept the composition. These facts coming to the knowledge of the creditors, the present application was made. The master's report having been read and counsel heard, the learned judges delivered their judgment through the Chief Justice, who said that the case was one of a very serious character and of great delinquency, and if they had been quite satisfied that Mr. Barrow had concocted the scheme, they would have felt it to have been their duty to have struck him off the roll. It was a matter of every day experience that frauds were perpetrated by dishonest debtors upon their creditors by means of fraudulent dispositions of property or of fictitious debts, the result of either process being that the assets were not truly and fairly distributed, and so the creditors were defrauded. They were, however, not perfectly satisfied that the attorney actually originated the fraud; but still he had been guilty of a very serious offence in what he had actually done. He knew well that the fraud had been concocted and the notes were fictitious, and, notwithstanding this, he tried to uphold the fraud and to carry it successfully out. No doubt an attorney, when asked by a client to take part in the perpetration of a fraud ought not to betray him, but he was, nevertheless, bound to refuse to be any party to it, or to do anything towards assisting in carrying it out, for that one of the greatest securities provided against the perpetration of such frauds was the necessity they involved of the co-operation of attorneys, and happily in the great majority of cases this operated as a very great protection against such frauds. The Chief Justice further said that it would be most lamentable if this valuable security should be diminished, and that if parties had reason to be less confident of the honour and character of attorneys to whom necessarily so much was confided, and in whom so much reliance was now placed. He thought the case, therefore, was exceedingly serious, and one which, although it did not appear to require the most severe sentence, demanded, at least such a sentence as would be sufficient to mark the sense which the court entertained of it. The sentence must be one of suspension for a certain period: for the payment of costs (though the amount would, probably, be considerable) would not be a sufficient punishment. Taking, therefore, all the circumstances into consideration, the court were of opinion that Mr. Barrow must be suspended as an attorney for a year, and in addition to pay the costs of the proceedings.

In *King v. Kelk*, an action by a workman against the defendant for injuries sustained in consequence of the falling of a chain owing, as was alleged, to the negligence of a person in the defendant's employ, the jury, after a long deliberation, returned a verdict for the defendant, the person by whose alleged negligence the injury was occasioned not having been called as a witness by either party at the trial. This person having since come forward and given testimony in favour of the plaintiff's version of the cause of the injury, an application was made by Mr. Gibbons, on affidavits, for a new trial on the ground of surprise, and of the discovery of this

new evidence, and a rule nisi was granted. On the argument of the rule the court (consisting of the Lord Chief Justice, and Justices Mellor, Lush, and Hayes), were equally divided, the Lord Chief Justice and Mr. Justice Hayes thinking that under the circumstances of the case there should be a new trial, chiefly on the ground that the person whose testimony was obtained since the trial being in the employ of the defendant, was not one whom the plaintiff should have been expected to call as a witness. Justices Mellor and Lush, on the other hand, were of opinion that it would be opening a door to endless litigation if a new trial were granted on such a ground. The rule for a new trial was accordingly discharged.

On the 12th inst. Mr. Bridge moved on behalf of Mr. John Evans, that he should be re-admitted an attorney of the court. The applicant had been admitted in 1839, and struck off the rolls in 1848 for having obtained the sum of 6*l.* under false pretences, of which offence he had been convicted. Mr. Bridge stated that he had several letters from respectable practising attorneys, attesting the great legal knowledge of Mr. Evans and his fitness for the Profession. Mr. Murray, on behalf of the Incorporated Law Society, objected that there were no affidavits, but only these letters from attorneys; and that the letters were testimonials only as to the professional ability of the applicant, and not to his good conduct. The court thought that the materials on which the application was grounded, were not of a sufficiently satisfactory character; that the salutary rules acted upon with respect to such an important matter should not be relaxed, and that the application should be refused.

Mr. Day obtained a rule nisi for a new trial in the case of *Robinson v. Bailey*, in which a verdict was obtained against the defendant, an attorney, for 200*l.*, the amount paid by the plaintiff to the clerk of the defendant to be invested on mortgage, and appropriated to his own use by the clerk, who had absconded. It was proved at the trial that the clerk in question had often paid and been paid sums of money for the defendant, and that he had sometimes given receipts for them in his own name; but it was urged that this took place in general in the presence of the defendant, whereas the sum of money in the present case was paid to the clerk in the absence of the defendant, who had not been brought into direct relation with the plaintiff in the matter at all. The rule was granted on the ground that the verdict was against the weight of evidence, and also on the ground of misdirection on the part of the judge in not withdrawing the case from the jury.

Sampson v. Mackey argued on the same day by Mr. Finlay on the part of the plaintiff, and Mr. Cooke on the part of the defendant, furnished another decision on the subject of costs and County Court jurisdiction. It was an action by an attorney's clerk for certain slanderous words, and also for trespass to the plaintiff's premises, and resulted in a verdict for the plaintiff for 3*l.* The judge before whom it was tried, Mr. Justice Mellor refused to certify for costs, thinking the action on which should not have been brought at all. Sec 5 of the County Courts Act 1867, provides that "if in any action commenced after the passing of this Act, the plaintiff shall recover a sum not exceeding 20*l.* if the action is founded on contract or 10*l.* if founded on tort, whether by verdict judgment by default, or on demurrer, or otherwise he shall not be entitled to any costs of suit, unless the judge certify on the record that there was sufficient reason for bringing such action in the Superior Court, or unless the court or a judge at chambers shall by rule or order allow such costs." The case of *Gray v. West* is already decided that in an action of tort, which could not be commenced in a County Court, at the present was such an action, in which a verdict not exceeding 10*l.* was recovered, the court might grant the plaintiff his costs, even though the judge at the trial had refused to certify, and in the judgment a doubt was expressed whether the above section of the County Courts Act 1867 applied, or was intended to apply, to actions which could not be commenced in a County Court, and whether in the case of such actions the plaintiff should always have his costs if he recovered such a sum as, if this section had not been enacted would have entitled him to costs. This argument was pressed on the court in the present case; but they held that the section applied to all actions tort whatsoever, whether they could be commenced in a County Court or not, and, whilst adhering to the principle laid down in *Gray v. West*, that a court might allow the plaintiff his costs where the judge at the trial had refused to certify, they thought the present case not one in which their discretion should be exercised in favour of the plaintiff, and refused to grant him his costs.

On the same day some important questions copyright law were decided by the court on the argument of a case which arose out of a conviction of the applicant for infringing the copyright

right of Mr. Graves in certain drawings and photographs of pictures, embracing Sir E. Landseer's "Piper and Pair of Nutcrackers," and several pictures of Millais. Sect. 14 of 5 & 6 Vict. c. 45 (with which Act the subsequent Act of 25 & 26 Vict. c. 68 is incorporated) provides that "if any person shall deem himself aggrieved by any entry made under colour of that Act" in the book of registry at Stationer's Hall, "it shall be lawful for such person to apply by motion to the Court of Queen's Bench, Court of Common Pleas, or Court of Exchequer, in term time, or to apply by summons to any judge of either of such courts in vacation, for an order that such entry may be expunged or varied; and that upon any such application by motion or summons to either of the said courts, or to a judge as aforesaid, such court or judge shall make such order for expunging, varying, or confirming such entry, either with or without costs as to such court or judge shall seem just, and the officer appointed by the Stationers Company for the purposes of this Act shall, on the production to him of any such order for expunging or varying any such entry, expunge or vary the same according to the requisitions of such order." The present applicant to have the entry of Mr. Graves as proprietor, expunged or altered according to this section, was convicted under the 6th section of the 25 & 26 Vict. c. 68, which inflicts a penalty on any person who shall, "without the consent of the proprietor, repeat, copy, colourably imitate, or otherwise multiply for sale, hire, exhibition, or distribution, or cause or procure to be repeated, &c.," any painting, drawing, or photograph in which there shall be subsisting copyright. He set up no title in himself, nor any existing dispute between Mr. Graves and any other person, but considering himself a "person aggrieved" within the meaning of section 6 of the former Act, applied to have the entry in the book of registry expunged or altered, on the ground that no memorandum of the assignment to Mr. Graves by the original proprietors had been registered at Stationers' Hall, as it was contended, was rendered necessary by sect. 4 of 25 & 26 Vict. c. 68. That section, after providing for the keeping of a "register of proprietors of copyright in paintings, drawings, and photographs, wherein shall be entered a memorandum of every copyright to which any person shall be entitled under this Act, and also of every subsequent assignment of any such copyright," enacts that "no proprietor of any such copyright shall be entitled to the benefit of this Act, and no action shall be sustainable nor any penalty be recoverable in respect of anything done before registration." The court (consisting of Justices Blackburn, Mellor, and Hannen) did not think it necessary to decide whether the present applicant was a "person aggrieved" within the meaning of the enactment, but were of opinion that he was not. As to whether it was necessary that the previous assignments should have been registered, the court were of opinion that that was not necessary in order to entitle Mr. Greaves to recover the penalties imposed for the infringement of his copyright; no action could be maintained or penalties recovered for anything done before the registration, but once Mr. Graves had registered there was nothing to prevent him recovering the penalties, and the Legislature never intended that all previous assignments must also be registered in order to entitle him to do so. Mr. Giffard, Q.C. and Mr. Poland showed cause against the rule obtained by Mr. Underdown and supported by him, and now discharged.

On Monday last an interesting question arose in the case of *Myers v. Veitch*, on the interpretation of sect. 113 of the Bankruptcy Act 1849 (12 & 13 Vict. c. 106). That section provides that "if any bankrupt shall be arrested for debt . . . he shall, on producing such protection to the officer who shall arrest him, and giving such officer a copy thereof, be immediately discharged; and if any officer shall detain any such bankrupt after he shall have shown such protection to him, except for so long as shall be necessary for obtaining a copy of the same, such officer shall forfeit to such bankrupt, for his own use, the sum of 5*l.* for every day he shall detain such bankrupt, to be recovered by action of debt in any court of record at Westminster in the name of such bankrupt, with full costs of suit." The question for the decision of the court was whether the governor of the gaol to which the bankrupt is brought after his arrest is an officer within the meaning of the words "any officer" in the section, so as to be liable to the penalty imposed by the section in case the bankrupt is detained by him after producing his order of protection. Mr. C. Russell and Mr. C. Crompton argued the question. The court (Justices Blackburn, Lush, and Hayes) were of opinion that the gaoler was not an officer within the meaning of the enactment, and therefore that the penalty could not be recovered from him; and considered that the officer referred to was the one who made the arrest.

Two actions against the North-Eastern Railway

Company came before the court on the same day: the former being an action under Lord Campbell's Act to recover damages for the death of the plaintiff's wife, who was killed at a level crossing on a dark night, whilst bringing him his supper. In this case the court, whilst expressing their sense of the dangerous character of all level crossings, held that the railway company were not guilty of a neglect of any statutory duty, and made absolute the rule for a nonsuit. In the second case, a child of about fourteen was injured on a level crossing by a train, and as it was shown that the gate, whose being open was the usual signal that the line was clear, was open at the time the child was crossing, the court held that there was evidence of negligence on the part of the company, and discharged the rule for a new trial.

In *Wren v. Weall and another*, argued on last Tuesday and Wednesday, by Mr. Webster, Q.C. and Mr. Baylis on the part of the plaintiff, and by Mr. Quain, Q.C. and Mr. Aston on behalf of the defendant, Mr. Justice Lush had nonsuited the plaintiff at the trial at Manchester. The action was one for slandering the plaintiff's title to the patent of certain spooling machines, by writing to various customers of the plaintiff telling them that the machines sold by the plaintiff were infringements of the defendants' patents, and that if they used the machines without paying the defendants' royalties, they would be proceeded against at law. Evidence was tendered at the trial, on behalf of the plaintiff, which tended to show that the defendants' patent, which was for a complex machine, made up of about twenty-one different parts, was not new, and that the defendant himself must have known that it was not new, the declaration alleging that the words spoken and written to the plaintiff's customers were falsely and maliciously spoken and written. Mr. Justice Lush rejected the evidence as to the novelty of the defendants' patent as being in effect evidence to try the validity of the patent itself. A rule for a new trial on the ground of the improper rejection of this evidence having been granted, the question of its admissibility was now argued at length, and many cases and authorities were cited. The leaning of the court seemed to be in favour of the ruling of the learned judge at the trial, and the rejection of the evidence, but they took time to consider their judgment, the case being one, as it would seem, of first impression.

A very curious policy of insurance came before the court for interpretation in the case of *Whellock v. The Home and Colonial Marine Insurance Company*. The policy was effected by the plaintiff, a lighterman on the Thames, against "all such losses and damages" as should be thereinafter expressed. Then a pen was drawn through all the ordinary perils enumerated in the policy, and after a description of the goods insured, these words were added, "This policy to cover only such claims as may not be reimbursed by other underwriters." At the time the goods were lost or damaged there was no other subsisting policy of insurance, and the question arose whether the existence of another insurance was not to be a condition precedent to the liability of the defendants, or whether the meaning of the contract was that if there were any other underwriters then the defendants should not be liable except for such claims as were not reimbursed by them to the plaintiff. It was quite clear that the policy of insurance as it stood did not express the intention of the parties, and, by the rules of evidence, no parol evidence was admissible to supply the defect, so that the Court had to give an interpretation to the document as it was. After an argument on behalf of the plaintiff by Sir George Honniman and Mr. J. C. Mathew, and by Mr. C. Pollock, Q.C., and Mr. Cohen, on behalf of the defendants, the court came reluctantly to the conclusion that as the document was not in legal phrase, absolutely "insensible" in itself, it must be interpreted to mean that the existence of another policy or other policies was a condition precedent to the liability of the defendants, and, as none such was in existence at the time of the loss or damage, the plaintiff could not recover in the action.

COURT OF EXCHEQUER.

In the case of *Johns v. The London and South-Western Railway Company*, argued in the Exchequer on Friday, June 11, a discussion took place involving many interesting topics with reference to the liability of railway companies to take special precautions at level crossings, to provide for the safety of persons and property upon such crossings. The facts of the present case were as follows: The action was brought by the owner of a waggon and a pair of horses, which had been destroyed by being run over by one of the defendants' trains on a level crossing on the line between Isleworth and Brentford. The crossing did not form part of a public highway, but of an occupation road, used for the purpose of obtaining access from land on one side of the line to land on

the other. It appeared that on the occasion when the accident occurred, a man in the plaintiff's service was about to cross the line at the crossing with the waggon and horses. At the place where the gate was, by which access was obtained to the crossing, a view of only a very short distance on the line was obtainable by reason of a bridge being in the way; but just by the side of the line a view of over 300 yards, and on the six-foot a view of over 400 yards, was obtainable along the line in the direction from which the train came which did the mischief. The man in charge of the waggon left it at the gate, and went to the side of the line to see if anything was coming, and there was not then any train in sight. He returned to the waggon, and started to go across the line, and immediately proceeded on to the crossing without looking again, as the defendants contended the facts conclusively showed, to see if a train was coming. He was on the side of the horses farthest from the train, which while he was crossing ran into the waggon and destroyed it, and killed the horses. The driver of the train did not whistle, nor were any precautions taken by the company to prevent accidents at the crossing. On these facts the verdict was entered for the plaintiff at the trial, leave being reserved to the defendants to move to enter a nonsuit. A rule nisi had been accordingly obtained, against which Mr. Montagu Chambers, Q.C., and Mr. Hance showed cause. They argued that there was no contributory negligence on the part of the driver of the waggon. He had looked before proceeding to cross the line to see if a train was coming; the distance which the train had to travel before coming to the spot, after coming into sight, was such as to make it very close work, and to make the crossing a very dangerous one in the case of a train coming at a good rate of speed. It was, therefore, the duty of the company to cause trains to be driven with caution, and to provide that some warning or signal should be given by whistling, or otherwise, when a train was at hand. They cited *Bilbee v. The Brighton Railway Company*, 18 C. B., N.S., 584. Mr. H. James and Mr. Ormerod argued, for the defendants, in support of the rule. They contended that this being merely an occupation road, the case stood on quite a different footing from the cases decided, with reference to level crossings on a highway. The company might in some cases be compelled to make occupation works, or, if they did not, then, upon the severance of land, the greater risk and inconvenience caused in crossing was a subject of compensation to the landowner. It was clear that if there had been two men employed the accident need not have happened, for one might have watched the line and seen if anything was coming, while the other attended to the waggon. It was in respect of the greater trouble and expense, caused by the necessity of such precautions, that compensation was given. Even as it was, the driver had been guilty of contributory negligence. Instead of looking along the line, and then returning to fetch the waggon, and immediately proceeding to cross, he ought again to have looked along the line just before taking the waggon and horses upon the crossing. The learned counsel proceeded by a comparison of distances and times, which it is unnecessary to give in detail, to argue that if the driver had looked just before going on the line he must have seen the train approaching. Under these circumstances, there was no necessity for the engine-driver to whistle; he was entitled to assume that people would not run into an apparent danger. *Bilbee's* case was quite different, inasmuch as there, owing to a sharp curve, it would have been impossible to see the train; and a person might have waited all day without being able to cross in greater safety than by crossing at once. That was the ground upon which the court laid it down that there was a duty on the company to take precautions by whistling, or otherwise. The present case was wholly different, and more resembled *Stubley v. The North-Western Railway Company*, L. Rep. 1 Ex. 13. It would be impossible, practically speaking, for the company to take precautions wherever there was a level crossing. Some members of the court appeared to be impressed with the arguments for the defendants, and inclined to make the rule absolute, but others seemed doubtful; and ultimately, as they all thought the verdict unsatisfactory as against the weight of the evidence, the rule was made absolute for a new trial.

BREAKFAST—EPPS'S COCOA—GRATEFUL AND COMFORTING.—The very agreeable character of this preparation has rendered it a general favourite. The *Civil Service Gazette* remarks:—"The singular success which Mr. Epps attained by his homeopathic preparation of cocoa has never been surpassed by any experimentalist. By a thorough knowledge of the natural laws which govern the operations of digestion and nutrition, and by a careful application of the fine properties of well-selected cocoa, Mr. Epps has provided our breakfast tables with a delicately flavoured beverage which may save us many heavy doctors' bills." Made simply with boiling water or milk. Sold by the Trade only in 4*lb.* 4*lb.*, and 1*lb.* tin-lined packets, labelled "JAMES EPPS and Co., Homeopathic Chemists, London."

ESTATE AND INVESTMENT JOURNAL.

STOCK AND SHARE MARKETS.

The Stock Exchange Markets have been devoid of any feature of special interest, the final adjustment of the account having occupied a large share of attention.

The following are the fluctuations of the week :

ENGLISH FUNDS.	Fri.	Sat.	Mon.	Tues.	Wed.	Thur.
Bank of England Stock	...	...	242	244	...	244
3 1/2 Cent. Red. Ann. ...	92 1/2	92 1/2	92 1/2	92 1/2	92 1/2	92 1/2
3 1/2 Cent. Cons. Ann. ...	92 1/2	92 1/2	92 1/2	92 1/2	92 1/2	92 1/2
New 2 1/2 Cent. Ann. ...	...	...	...	...	...	...
Do. do. Jan. 1894.	...	...	...	...	...	...
New 3 1/2 Cent. Ann. ...	92 1/2	92 1/2	92 1/2	92 1/2	...	92 1/2
5 1/2 Cent. Ann. ...	...	...	...	...	...	...
5 1/2 Cents. Jan. 1873	...	...	...	...	...	...
Ann. 30 years exp.	...	...	...	...	...	...
April 5, 1885	...	...	...	...	...	...
Do. exp. Jan. 5, 1880	...	...	...	...	...	...
Do. exp. July 1880	111 1/2	...	...	...	...	...
Red Sea Tele. Ann. 1908	...	...	...	...	...	...
Consols. for Acc.	92 1/2	92 1/2	92 1/2	...	92 1/2	92 1/2
India 5 1/2 Cent. for Acc.	...	...	...	...	...	...
Do. 5 1/2 Cents. July 1880	...	111 1/2	111 1/2	111 1/2	111 1/2	111 1/2
India Stock, July 1880	...	...	...	...	...	...
India Stock, 1874	211	shut	...	shut	shut	...
India 5 1/2 Cent.	...	...	...	...	...	...
India 4 1/2 Cents. 1888	100 1/2	...	100 1/2	100 1/2	100 1/2	...
India 5 1/2 Cent. 1870	...	...	...	...	...	...
India Bonds (1000l.)	...	...	...	...	...	...
Do. (under 1000l.)	c	6s. e	2s. e	...	5s. e	...
Ex. Bills, 1000l.	a	b	f	a	h	i
Do. 500l.	b	d	...	g	...	i
Do. 100l. and 200l.	...	...	...	...	...	...
3 1/2 c.	b	d	...	g	...	i

a March 21 per cent., 4s. dis.; June 3 per cent., 2s. premium.
 b June 3 per cent., 3s. dis.
 c Par.
 d June 3 per cent., 2s. dis.
 e Premium.
 f March 21 per cent., 4s. dis.; June 3 per cent., 2s. dis.
 g March 21 per cent. par.; June 3 per cent., 2s. dis.
 h March 21 per cent., 4s. dis.; 5s. dis. to par., and 3s. dis. to 2s. premium.

PUBLIC COMPANIES.

BANKS.

London Chartered of Australia.—Eight per cent. dividend declared.

London and River Plate.—An interim dividend at the rate of 10 per cent. per annum declared.

FINANCE, CREDIT, AND DISCOUNT COMPANIES.

Egyptian Commercial and Trading, Limited.—A further return of 4s. per share is announced to the shareholders.

Marine Investment, Limited.—The Vice-Chancellor has fixed the 22nd for the appointment of a liquidator, in the place of Mr. H. A. Coffey.

Otago and Southlands Investment.—A dividend at the rate of 10 per cent. per annum has been declared.

ASSURANCE COMPANIES.

Accidental and Marine Assurance Corporation, Limited.—The liquidator's report announces that many of the past contributories have appealed to the Lords to have their names struck off the list. Should the appeal be successful there would be no chance of a further dividend; but it is hoped that the Vice-Chancellor's decision will be endorsed.

International Life Assurance Society.—The 18th inst. is appointed to settle the list of contributories.

London and Provincial Marine.—A payment on account has been made at the rate of 10 per cent. per annum.

Ocean Marine.—The usual interim payment of 5s. per share is to be made on the 1st July.

MISCELLANEOUS COMPANIES.

African Steamship.—At the meeting a 10 per cent. dividend declared.

Anglo-American Telegraph.—A dividend of 17s. per share declared.

Ceara (Brazil) Gas.—A further dividend at the rate of 10 per cent. per annum declared.

City of London Real Property.—The board limit the dividend to 4 1/2 per cent.

Imperial Land of Marseilles, Limited.—Creditors must forward particulars of claims to the liquidators by the 26th inst., the 26th July having been appointed by Vice-Chancellor Malins for adjudicating upon them.

Metropolitan Ice Company, Limited.—Mr. Love-ring, the official liquidator, has made a return of 3s. 10d. per share to the shareholders, after paying creditors in full.

Peninsular and Oriental Steam Navigation.—A dividend of 3 per cent. for the past six months announced.

West London Wharves and Warehouses, Limited.—A meeting is called for the 23rd inst., for the following purposes:—1. To report to the shareholders the manner in which the liquidation has been conducted to the present time, and its present position. 2. To submit to them an offer of compromise made by a large proportion of the holders of forfeited shares. 3. To consider the question of the remuneration payable to the liquidators.

REPORTS OF SALES.

[NOTE.—The reports of the Estate Exchange are officially supplied in the following list. Auctioneers whose names are registered there will oblige by reports of their own sales.]

Friday, June 11.

By Mr. T. DANN, jun., at the Mart.
 Freehold two houses, situate at Bexley, Kent, producing 65l. per annum—sold for 780l.

Tuesday, June 15.

By Messrs. DEBENHAM, TENSON, and FARMER, at the Mart.
 Copyhold residence, known as Hertford House, Highgate-hill, with stabling, outbuildings, pleasure grounds, and gardens, comprising 4a. 3r. 14p.—sold for 6000l.
 Leasehold house, shop, and premises, No. 8, Northumberland-place, Commercial-road East, let on lease at 55l. per annum, held for a term expiring in 1892, at 2l. 6s. per annum—sold for 850l.

By Messrs. FAREBROTHER CLARKE and Co.
 Freehold two cottages, homestead, yard, &c., and plot of land in rear, known as Brookfield, Ashford, Middlesex, the whole comprising 16a. 3r. 34p.—sold 2270l.
 Freehold plot of building land, fronting the high road from Bracknell to Bagshot, Berks—sold 200l.

By Messrs. DRIVER.
 Freehold residence, known as Oakford House, Godalming, Surrey, with pleasure grounds and land, containing 49a. 2r. 6p.—sold 6200l.
 Freehold estate, known as Oakford Cottage, with tan yard premises, cottages, &c., the whole comprising 6a. 3r. 3p.—sold 1800l.
 Freehold, 2a. 1r. 30p. of meadow land, situate as above—sold for 75l.
 Freehold, 41a. 3r. 5p. of land with two cottages, situate as above—sold for 4050l.
 Freehold residence known as Losterford House, Monerah, Surrey, with stabling, buildings, and land, containing 10a. 2r. 30p.—sold for 1800l.
 Freehold, 4a. 1r. 27p. of garden and grass land, situate near Bramley, Surrey—sold for 400l.
 Freehold, 5a. 0r. 39p. of land, situate as above—sold for 400l.

Wednesday, June 16.

By Messrs. FAREBROTHER, CLARKE, and Co., at the Mart.
 Freehold plot of building land, containing 1 acre, situate at Lower Pembury—sold for 95l.
 Freehold, 1a. 1r. 30p. of building land, situate as above—sold for 110l.
 Freehold, 6a. 1r. 39p. of building land, situate as above—sold for 50l.
 Freehold, 6a. 2r. 30p. of building land, situate as above—sold for 73l.

By Messrs. CHINNOCK, GALSWORTHY, and CHINNOCK.
 Freehold estate known as Wakehurst-place, Ardingley, Sussex, comprising mansion, farm, cottages, buildings, manors, and land, containing 57a. 2r. 26p.—sold for 22,200l.
 Freehold and copyhold estate, comprising Knowle's Farm, Old Knowle's Farm, and Upper Lodge Farm, with cottages, buildings, and 35a. 0r. 16p. of land—sold for 13,000l.

By Messrs. E. and H. LUMLEY, at the Guildhall Coffee-house.
 Beneficial lease of No. 9, Southampton-street, Strand; term 21 years from 1869, at 82l. per annum—sold for 620l.

LEGISLATION AND JURISPRUDENCE.

HOUSE OF LORDS.

BEERHOUSES, &C. BILL.

The Marquis of SALISBURY said this Bill, which the House of Commons had passed unanimously, practically repealed the change in the licensing law effected by the Duke of Wellington's Government in 1830. Under the old law all public-houses were licensed by the justices, but the Act of 1830, the object of which was to secure to the public the benefit of a reduction in the duty on beer, vested the licensing of houses for the sale of beer in the Excise; this change had not worked satisfactorily, and only nine years after its passing a bill for its repeal, introduced by Lord Brougham, passed this House, but was rejected by the House of Commons. A select committee of the House of Commons, which sat some time ago under the presidency of Mr. Villiers, reported that the system had proved a failure, its object having been to secure the public cheap and pure beer, and to disassociate beer-drinking from drunkenness, and to induce the establishment of a class of refreshment houses free from the disorders supposed to attend exclusively on the sale of spirits. That committee further expressed their concurrence in the report of a select committee of this House which sat in 1849, that the beerhouses were for the most part in the hands of the brewers, that they were notorious for the sale of an inferior article, that the consumption of ardent spirits had not diminished, and that the comfort and morals of the poor were seriously impaired. Now, the present Bill proposed that beerhouses, like public-houses, should be licensed by the magistrates, who would withhold their certificate in the case of any house which was the resort of bad characters, and it was notorious that in many of these places all kinds of crimes were planned. The Government had accepted the measure, but, holding that a more comprehensive Bill was necessary, they had restricted its operations to two years, so that it was merely suspensory and tentative, and Parliament could retrace its steps before any mischief could happen in the event of its not working satisfactorily. The noble marquis concluded by moving the second reading, which was agreed to.

RECORDERS' DEPUTIES BILL.

In committee on this Bill, a clause was inserted, on the motion of Lord CHELMSFORD, requiring a recorder, on the appointment of a deputy, to send forthwith to the Home Secretary a statement of the reason for such appointment.—The Earl of CARNARVON proposed a clause allowing stipendiary magistrates three months' holiday in the year, instead of six weeks.—Lord CHELMSFORD

did not object to the clause on its merits, but held that it was not within the scope of the Bill.—Lord REDESDALE held that the clause was *ultra vires*; and on the House resuming, he explained that the Bill having come up from the Commons, that House would object to a "tack" irrelevant to its object.

HOUSE OF COMMONS.

THE JUDICATURE COMMISSION.

Mr. NORWOOD inquired of the Secretary of State for the Home Department whether it was the intention of the Government to enlarge the scope of inquiry of the Judicature Commission so as to embrace the County Courts, Quarter Sessions, and other local tribunals in the provinces. The hon. member also suggested that the mercantile and manufacturing interests should be represented on the Commission.—Mr. BRUCE replied that the Commission was issued by the late Government. He had consulted the Lord Chancellor and Lord Cairns on the subject, and they agreed in the opinion of his hon. friend in thinking that the scope of the inquiry ought to be extended. The suggestion which his hon. friend had made should receive consideration.

SOLICITORS' JOURNAL.

NOTES OF NEW DECISIONS.

PLEA OF—OUTLAWRY—FORM OF.—By the death of an intestate certain personal property descended on B. an outlaw, and C. his sister. A judgment-creditor of B. filed a bill against him and C. for the administration of the estate and for satisfaction of the debt out of B.'s share. C. pleaded that B. was an outlaw, and that his property was vested in the Crown, but did not aver the enrolment of the outlawry: Held, that the plea was good: (*Taylor v. Wemyss*, 20 L. T. Rep. N. S. 599. V.C.S.)

COSTS—MOTION FOR A NEW TRIAL.—Where upon a verdict being returned for the plaintiff the defendant moves for and obtains a rule nisi for a new trial, which is afterwards discharged in consideration of the plaintiff consenting to a reduction of his damages, neither party pays to the other the costs of the rule: (*Hussey v. Metropolitan Railway Company*, 20 L. T. Rep. N. S. Q. B. 612.)

CRIMINAL INFORMATION—SECOND APPLICATION—PRACTICE.—The court will not permit a second application to be made for a rule for a criminal information unless leave was reserved for the purpose on the first application from very special circumstances, such as being met by affidavits which afterwards turned out to be based on perjury: (*Ex parte Munster*, 20 L. T. Rep. N. S. 612. Q. B.)

DISCOVERY—REPORTS OF SERVANTS OR AGENTS—PRIVILEGED COMMUNICATIONS—COMMON LAW PROCEDURE ACT 1854, s. 50.—In an action by a passenger for compensation for injuries sustained in a railway accident, the consequence, as the plaintiff alleged, of the negligent construction of the wheels of the engine, application was made by the plaintiff for inspection of documents relating to the accident, which the defendants admitted were in their possession, under sect. 50 of the Common Law Procedure Act 1854. Held, that any report or communication by a servant or agent to his principal concerning the circumstances which are the cause of litigation, whether before or after the action brought, or whether containing statements of fact or opinion, are not privileged from inspection by the opposite party, unless made for the purpose of and with a view to litigation. Held, therefore, that reports of the accident by the general manager of the company, by the inspector, the guard, and the locomotive superintendent, made in the usual course of their duty at the time of the accident, the copy of a letter written by the general manager to the Board of Trade, a guarantee of the materials of the engine wheels, and the minute books of the directors (except entries relating to the communications of defendants' attorneys), were not privileged. Held, however, that reports of scientific witnesses consulted with reference to the cause of the accident for the purpose of the action, ought not to be included in the order for inspection: (*Woolley v. The North London Railway Company*, 20 L. T. Rep. N. S. 613. C. P.)

COURT OF COMMON PLEAS.

(Before KEATING, J.)

GUIBOT v. TYLER.

This was an action for breach of promise of marriage. When the case came on in order no counsel appeared for the plaintiff, and the names of her

be retained upon the list, for there was here undoubted fraud, repudiation of the shares immediate upon its discovery, and *bona fide* proceedings actively prosecuted by P. to remove his name; and where the circumstances are such, it is not necessary that there should be a separate proceeding by each one of the parties repudiating, or that the proceedings actually taken by one as a representative should have been brought to a final decision before the date of the winding-up order: (*Pawle's case*, 20 L. T. Rep. N. S. 589.)

COUNTY COURTS.

NOTES OF NEW DECISIONS.

RULE TO COMPEL A COUNTY COURT JUDGE TO DO HIS DUTY—NECESSITY OF JUDGE'S SIGNATURE. The court will not grant an order, under 19 & 20 Vict. c. 108, s. 43, to compel a County Court judge to do his duty, unless it appear that he has absolutely refused to act in some matter wherein he ought to have acted. A mere qualified or temporary refusal, as by suggesting an adjournment, with a view to an arrangement, is no ground for issuing such an order, which, being of the same nature as a *mandamus*, is to be governed by the same rules: *Quere*, whether the signing and sealing a case by the judge is absolutely necessary, and whether the rule should be addressed, as well as communicated, to the opposite party: (*Irving v. Askew*, 20 L. T. Rep. N. S. 584. Bank.)

ECCLESIASTICAL LAW.

THE IRISH CHURCH BILL.

THERE is a growing opinion among all moderate men in and out of Parliament that this is especially a subject for a compromise. Lord ELCHO has suggested, as the basis of such a settlement, the recognition of the fact that one considerable section of Ireland is almost purely Protestant, as other parts are almost wholly Roman Catholic, and that the law should recognise this fact and mete out a different measure to each. This was very much the basis of the plan which was submitted by the *LAW TIMES* some time ago, and of which the outline may, perhaps, be usefully repeated now that there is some probability of more moderate and reasonable counsels prevailing.

Our suggestion was and is as follows:—To adopt disestablishment, to permit the Protestant Church to retain its possessions and parochial organization in all the Protestant parts of Ireland, and in all parishes containing some agreed number of Protestant Churchmen, say, one-third of the entire body of the parishioners.

In parishes having a less proportion of Protestants, on the death of the existing incumbent, the fund, which by the present Bill is so confiscated, to be applied to the purpose of education in that parish, dividing the income among the schools in proportion to the number of pupils taught in each school in each year.

Constitute so much of the Church as is preserved a part of the Church of England in all respects, as if it had been a district in Yorkshire or Cornwall, the QUEEN nominating the Bishops but such Bishops not to be temporal peers.

In the parishes where the Church has ceased to exist by reason of paucity of members, provision to be made for the spiritual service of the Protestant people by the extension to them of the system of home missionaries, the country being divided into convenient districts for that purpose.

Thus right would be done to all and wrong to none. Where the Roman Catholics are in a considerable majority, they will not be offended by State favour shown to the small minority; and where the Protestants prevail, they will continue to possess their own Church as hitherto they have done, but instead of belonging as now to the Church of Ireland, they would be members of the Irish Province of the Church of England.

Just as there is an archbishop of the province of York, so there would be an archbishop of the province of Ulster.

And lest the name of "Irish" Church should offend, there would be no objection to institute the title of "The Ulster Branch of the Church of England," or any other that might be preferred.

This plan would, further, recommend itself to Roman Catholics, inasmuch as it would recognise the principle on which they rightly set so great a value, that of denominational education.

CORRESPONDENCE OF THE PROFESSION.

[NOTE.—This department of the *LAW TIMES* being open to free discussion on all professional topics, the Editor is not responsible for any opinions or statements contained in it.]

SOLICITORS AS MAGISTRATES.—As an old subscriber to the *LAW TIMES*, but more especially upon principle, I fully concur in all your remarks as to excluding solicitors from the commission of the peace. Of all others they are from experience the most competent to administer the law in their respective localities. I would at once do away with the constant cry for "stipendiary magistrates," which, considering the great accession to magisterial jurisdiction by late Acts of Parliament, has become so common of late. Who, I would ask, can be more competent to administer the law than those who have made it their study all their lives? who so incompetent as he who probably never opened a law book in his life? still in his magisterial capacity he is expected to give a strictly legal construction of every Act of Parliament brought under his notice, often so intricate that our learned judges differ in the construction. Of course the magistrate must, in this dilemma, appeal to his clerk, and clerks are now pretty generally, and I may say universally, solicitors. If, therefore, the magistrate is obliged to seek the advice of a solicitor in order to administer the law, I would ask on what earthly principle is it that that solicitor should not be quite as competent to be added to the commission of the peace, as the magistrate who is thus compelled to seek his advice. It is simply an act of injustice, without any reason, to the Profession generally. Mine is a very peculiar case. I am the son of a very old established family in Leicestershire. My father was high sheriff for the county, and deputy lieutenant, and magistrate; my elder brother was also a magistrate; I am also now returned on the sheriff's list to serve as high sheriff in my turn. I selected the legal profession, and was admitted in 1830, and consequently been in active practice for thirty-eight years. I chose Warwickshire for my career, and by my own exertions now hold no less than sixteen public appointments under the magistracy and others of influence of the county. In order to keep up my family position in Leicestershire, I joined the yeomanry there in 1832, my father having been major for many years. I took the command of a troop in 1840, which rank I held till 1860, when I took the rank of major. I voluntarily retired in 1844 to make way for junior officers, and Her Majesty granted me leave to hold my rank for life in consideration of my long services, being the first favour of the kind ever granted to the regiment. My father died in 1854, when my elder brother, a clergyman, succeeded chiefly to the family estates, I, and a younger brother, to a portion. My elder brother died in 1859, when I succeeded to a further portion, and since then have been regularly summoned to serve on the grand jury at Leicester Assizes, which I have done, and shall doubtless receive a like summons for July next. I simply carry on my profession for two reasons, first, because I am attached to it; and, secondly, because I am anxious to introduce one of my sons into it; and because I plead guilty to these two very laudable acts, I am excluded by the present unjust law from taking the position of my father and elder brother in my native county, of which I think you will not approve, but aid the Profession generally in getting a repeal of that very obnoxious and insulting, and I may add anomalous provision, which excludes solicitors from the county, whilst, as your paragraph observes, they are very generally admitted into the borough commissions. MAJOR.

Leamington, 14th June, 1869.

NOTES AND QUERIES ON POINTS OF PRACTICE.

[N.B.—None are inserted unless the name and address of the writers are sent, not necessarily for publication, but as a guarantee for *bona fides*.]

Queries.

31. JUSTICES' CLERKS.—Can a non-Professional man hold the office of clerk to a bench of justices; that is, is it absolutely necessary that a person holding that office should have been articulated to and duly admitted as an attorney, &c. P.

T. R. M.

32. CONVEYANCING.—Freehold property was conveyed to A. and B. by way of mortgage, for securing the repayment of 300*l.* and interest, the security containing a declaration that the money was advanced by them as trustees on a joint account, and that, in the event of the death of either during the continuance of the security, the mortgage-money should be paid to the survivor, whose receipt should be a valid discharge for the same, without the concurrence of the executors or administrators of him who should first die. The mortgage-deed was not executed by either of the mortgagees. A. is dead, the mortgage is about to be paid off, and the question arises, whether, in conse-

quence of the non-execution of the deed by A., it is necessary to make his personal representatives parties to the re-conveyance, for the purpose of giving a valid receipt. I believe it has been decided that it is not essential to the validity of the ordinary declaration against dower in a purchase-deed that the purchaser should execute the conveyance, on the ground that he must be held to take, subject to the provisions of the document, and it would appear that the same reasoning might be applied to the case in question. Have any of your readers met with a similar transaction, and can I be referred to an authority in point? A. T.

33. WILL.—I have a small estate to distribute under the will of a testator, in which is the following clause:—"And I declare that if any of my said brothers or sisters, or the said brothers or sisters of my said wife, or any or either of them, shall die before the distribution of the proceeds to arise from the sale of my said hereinbefore devised and bequeathed real and leasehold estates and effects shall take place, leaving *issue*—such *issue* shall take the share of his or her deceased parent." I shall feel obliged if some of your readers will assist me as to the meaning and extension of the word "*issue*." One of the testator's brothers died, leaving a son; that son has died leaving children. Will these latter children rank as *issue* (being grandchildren) of the testator's brother deceased; or will the amount be confined to and distributable only amongst the surviving brothers and sisters of the testator, and the children only of such as are dead? A. B. C.

16th June 1869.

LAW LIBRARY.

Latin Proverbs and Quotations. By ALFRED HENDERSON. London: Sampson Low and Co.

THE compiler of this work was a solicitor. He began it when compelled by ill-health to retire from the active exercise of his profession, but, as the publishers inform us in a short note which precedes the preface, he did not survive to see the fruition of his labours, but died whilst the proof sheets were passing through the press. The volume is an exceedingly handsome one, and may be said to be without a rival in its peculiar department of literature. We observe that all the Latin words presenting any difficulty as to quantity are marked, so that it may be useful even to the unlearned. Nothing more need be said in praise for, as the cover of the book informs us—*verbum sapienti sat*.

THE COURTS & COURT PAPERS.

CHANCERY ORDER.

8th June 1869.

Whereas it is proper that the accounts kept by the Accountant-General of this court should be examined and compared, in order to settle the same, and whereas it will require considerable time to perfect such examination, and it is necessary that a time should be appointed for closing the books of accounts of the said Accountant-General for the purposes aforesaid, I do order that the books of the said Accountant-General be closed from and after Friday the 20th Aug. next, to Thursday the 25th Oct. next, inclusive, excepting upon the days and for the purposes hereinafter mentioned, in order to adjust the accounts of the suitors with the books kept at the bank; and that during that time no draft for any money, except as hereinafter provided, or certificate for any effects under the care and direction of this court, be signed or delivered out by the Accountant-General, or any stocks or annuities accepted or transferred by him relating to the suitors of this court; and that no purchase, sale, or transfer be made by the said Accountant-General, unless the order and request or registrar's certificate be left at his office on or before Saturday, the 7th Aug. next; and that no order for payment of any money out of the court which may then be in court, be received in the Accountant-General's office after Tuesday, the 10th Aug. next, provided, nevertheless, that the office of the said Accountant-General shall be open on Tuesday the 12th, Wednesday the 13th, and Thursday the 14th of Oct. next, for the delivery out of any regular interest drafts which may have become payable in respect of the October dividends, and of any other regular interest drafts which have become payable prior to, or during the closing of the office aforesaid. And to the end that the suitors may have notice hereof, and apply to the court, as there shall be occasion to have money paid to them out of the bank, or stocks, or annuities, transferred to them before the 20th Aug. next, I do order that this order be entered and set up in the several offices of this court.

(Signed) HATHERLEY, C.

ORDER OF COURT.

Saturday, June 12.

Whereas, from the present state of the business before the Vice-Chancellor Sir John Stuart, the Vice-Chancellor Sir Richard Malins, and the Vice-Chancellor Sir William Milbourne James, respec-

tively, it is expedient that a portion of the causes standing for hearing before the Vice-Chancellor Sir John Stuart and the Vice-Chancellor Sir Richard Malins, respectively, should be transferred to the Vice-Chancellor Sir William Milbourne James. Now I do hereby order that the several causes mentioned in the first schedule hereunto subjoined be accordingly transferred from the book of causes standing for hearing before the Vice-Chancellor Sir John Stuart, to the book of causes for hearing before the Vice-Chancellor Sir William Milbourne James; and that the several causes mentioned in the second schedule hereunto subjoined be accordingly transferred from the book of causes standing for hearing before the Vice-Chancellor Sir Richard Malins, to the book of causes for hearing before the said Vice-Chancellor Sir William Milbourne James. And this order is to be drawn up by the registrar, and set up in the several offices of this court.

HATHERLEY, C.

THE FIRST SCHEDULE.

From the Vice-Chancellor Sir JOHN STUART'S Book.

Barnes v. Woods	Lewis v. Evans
James v. Rhind	Millington v. Holland
Rhind v. Jones	Gibson v. Gibbon
Kavanagh v. Willink	Perry v. Sargent
Hope v. The Midland Counties and South Wales Railway Company	Baker v. Bannister
Hood v. North Eastern Railway Company	Griffin v. Brady
Spaworth v. Burnell	The Lloyd's Banking Co. (Limited) v. Chandler
Bedford v. Bradford	Johnson v. Bennett
Day v. The Sittingbourne Railway Company	Brown v. Greenwood
Higgs v. Seaton	Prees v. Coke
Emley v. Robinson	Belaney v. Baron Ffrench
Hambrough v. Hart	Hussey v. The Metropolitan Railway Company
Smith v. Lee and another	Atkinson v. Robinson
Farquhar v. Hadden	Hinchcliffe v. Bates
	Gray v. Burke
	Hudson v. Johnson

THE SECOND SCHEDULE.

From the Vice-Chancellor Sir RICHARD MALINS' Book.

Earl St. Germans v. Fox	Berrie v. Bower
Sister v. Samuel	Mc Kenna v. Chadwick
England v. Grant	Tooth v. Banks
Queen of Spain v. Parr	Wardon v. Mayor, Aldermen and Burgesses of the Town or Borough of Kingston-upon-Hull
Abbott v. Cawston	Eade v. Morgan
Thomas v. Thomas	Howell v. Jones
Matson v. Baersemann	Samuelson v. Mattison
Montgomery v. Floyd	Muscave v. Hart
Keenan v. Carter	Hawkes v. Hawkes
Cher v. Moore	Phillipotts v. Bradgate
Troget v. Fiddy	Cartwright v. Hewit
Sherr v. Udall	
Trappes v. Meredith	
Clark v. Simpson	

The Vice-Chancellor Sir William Milbourne James will not hear any of the above causes before Wednesday, the 23rd June 1869.

R. H. LEACH, Registrar.

SITTINGS AFTER TRINITY TERM 1869.

Equity Courts.

COURT OF APPEAL IN CHANCERY.

(Before the LORD CHANCELLOR.)

At Lincoln's-inn.

Tuesday... June 22	The First Seal. Appeals
Wednesday	Petitions and appeals
Thursday	Appeals
Friday	2 Ditto
Saturday	26 Ditto
Monday	28 Ditto
Tuesday	29 Ditto
Wednesday	30 Ditto
Thursday... July 1	The Second Seal. Appeals
Friday	2 Appeals
Saturday	3 Ditto
Monday	5 Ditto
Tuesday	6 Ditto
Wednesday	7 Ditto
Thursday	8 The Third Seal. Appeals
Friday	9 Appeals
Saturday	10 Ditto
Monday	12 Ditto
Tuesday	13 Ditto
Wednesday	14 Ditto
Thursday	15 The Fourth Seal. Appeals
Friday	16 Appeals
Saturday	17 Ditto
Monday	19 Ditto
Tuesday	20 Ditto
Wednesday	21 Ditto
Thursday	22 The Fifth Seal. Appeals
Friday	23 Appeals
Saturday	24 Ditto
Monday	26 Ditto
Tuesday	27 Ditto
Wednesday	28 Ditto
Thursday	29 Petitions and appeals

(Before the LORDS JUSTICES.)

At Lincoln's-inn.

Tuesday... June 22	The First Seal. Appeal motions and appeals
Wednesday	23 Appeals
Thursday	24 Ditto
Friday	25 Petitions in lunacy, appeal petitions, bankrupt appeals, appeal motions, and appeals
Saturday	26 Appeals
Monday	28 Ditto
Tuesday	29 Ditto
Wednesday	30 Ditto
Thursday... July 1	The Second Seal. Appeals
Friday	2 Petitions in lunacy, appeal petitions, bankrupt appeals, appeal motions, and appeals
Saturday	3 Appeals

Monday... July 5	Appeals
Tuesday	6 Ditto
Wednesday	7 Ditto
Thursday	8 The Third Seal. Appeals
Friday	9 Petitions in lunacy, appeal petitions, bankrupt appeals, appeal motions, and appeals
Saturday	10 Appeals
Monday	12 Ditto
Tuesday	13 Ditto
Wednesday	14 Ditto
Thursday	15 The Fourth Seal. Appeals
Friday	16 Petitions in lunacy, appeal petitions, bankrupt appeals, appeal motions, and appeals
Saturday	17 Appeals
Monday	19 Ditto
Tuesday	20 Ditto
Wednesday	21 Ditto
Thursday	22 The Fifth Seal. Appeals
Friday	23 Petitions in lunacy, appeal petitions, bankrupt appeals, appeal motions, and appeals
Saturday	24 Appeals
Monday	26 Ditto
Tuesday	27 Ditto
Wednesday	28 Ditto
Thursday	29 Ditto
Friday	30 The Sixth Seal. Petitions in lunacy, appeal petitions, bankrupt appeals, appeal motions, and appeals

Such days as the Lord Chancellor shall be engaged in the House of Lords, and such days (if any) as the Lords Justices shall be engaged in the full court or at the Judicial Committee of the Privy Council are excepted.

ROLLS COURT.

At Chancery-lane.

Tuesday... June 22	The First Seal. Motions and general paper
Wednesday	23 General paper
Thursday	24 Ditto
Friday	25 Ditto
Saturday	26 Petitions, short causes, adjourned summonses, and general paper
Monday	28 General paper
Tuesday	29 Ditto
Wednesday	30 Ditto
Thursday... July 1	The Second Seal. Motions and general paper
Friday	2 General paper
Saturday	3 Petitions, short causes, adjourned summonses, and general paper
Monday	5 General paper
Tuesday	6 Ditto
Wednesday	7 Ditto
Thursday	8 The Third Seal. Motions and general paper
Friday	9 General paper
Saturday	10 Petitions, short causes, adjourned summonses, and general paper
Monday	12 General paper
Tuesday	13 Ditto
Wednesday	14 Ditto
Thursday	15 The Fourth Seal. Motions and general paper
Friday	16 General paper
Saturday	17 Petitions, short causes, adjourned summonses, and general paper
Monday	19 General paper
Tuesday	20 Ditto
Wednesday	21 Ditto
Thursday	22 The Fifth Seal. Motions and general paper
Friday	23 General paper
Saturday	24 Petitions, short causes, adjourned summonses, and general paper
Monday	26 General paper
Tuesday	27 Ditto
Wednesday	28 Ditto
Thursday	29 Ditto
Friday	30 The Sixth Seal. Motions and general paper
Saturday	31 Remaining motions and petitions, and adjourned summonses

Unopposed petitions must be presented, and copies left with the secretary, on or before the Thursday preceding the Saturday on which it is intended they should be heard, and any causes intended to be heard as short causes must be so marked at least one clear day before the same can be put in the paper to be so heard.

His Lordship will hear further considerations in priority to original causes, until those set down before the 21st of June have been disposed of, after which he will hear further considerations on every Monday during the sitting of the court, but will not hear causes after the last seal. His Lordship will sit until the remaining motions and petitions and adjourned summonses shall have been disposed of.

V.C. STUART'S COURT.

At Lincoln's-inn.

Tuesday... June 22	The First Seal. Motions and causes
Wednesday	23 Causes
Thursday	24 Ditto
Friday	25 Petitions and causes
Saturday	26 Short causes and causes
Monday	28 Causes
Tuesday	29 Ditto
Wednesday	30 Ditto
Thursday... July 1	The Second Seal. Motions and causes
Friday	2 Petitions and causes
Saturday	3 Short causes and causes
Monday	5 Causes
Tuesday	6 Ditto
Wednesday	7 Ditto
Thursday	8 The Third Seal. Motions and causes
Friday	9 Petitions and causes
Saturday	10 Short causes and causes
Monday	12 Causes
Tuesday	13 Ditto
Wednesday	14 Ditto
Thursday	15 The Fourth Seal. Motions and causes
Friday	16 Petitions and causes

Saturday... July 17	Short causes and causes
Monday	19 Causes
Tuesday	20 Ditto
Wednesday	21 Ditto
Thursday	22 The Fifth Seal. Motions and causes
Friday	23 Petitions and causes
Saturday	24 Short causes and causes
Monday	26 Causes
Tuesday	27 Ditto
Wednesday	28 Ditto
Thursday	29 Ditto
Friday	30 The Sixth Seal. Motions

No cause, motion for decree or further consideration can, except by order of the court, be marked to stand over, if it be within twelve of the last cause or matter in the printed paper of the day for hearing.

His Honour will, immediately after the first seal, hear further considerations in priority to original causes.

V.C. MALINS' COURT.

At Lincoln's-inn.

Tuesday... June 22	The First Seal. Motions and general paper
Wednesday	23 General paper
Thursday	24 Ditto
Friday	25 Petitions and general paper
Saturday	26 Short causes, adjourned summonses, and general paper
Monday	28 General paper
Tuesday	29 Ditto
Wednesday	30 Ditto
Thursday... July 1	The Second Seal. Motions and general paper
Friday	2 Petitions and general paper
Saturday	3 Short causes, adjourned summonses, and general paper
Monday	5 General paper
Tuesday	6 Ditto
Wednesday	7 Ditto
Thursday	8 The Third Seal. Motions and general paper
Friday	9 Petitions and general paper
Saturday	10 Short causes, adjourned summonses, and general paper
Monday	12 General paper
Tuesday	13 Ditto
Wednesday	14 Ditto
Thursday	15 The Fourth Seal. Motions and general paper
Friday	16 Petitions and general paper
Saturday	17 Short causes, adjourned summonses, and general paper
Monday	19 General paper
Tuesday	20 Ditto
Wednesday	21 Ditto
Thursday	22 The Fifth Seal. Motions and general paper
Friday	23 Petitions and general paper
Saturday	24 Short causes, adjourned summonses, and general paper
Monday	26 General paper
Tuesday	27 Ditto
Wednesday	28 Ditto
Thursday	29 Ditto
Friday	30 The Sixth Seal. Motions and general paper

His Honour will hear further considerations in priority to original causes.

V.C. JAMES'S COURT.

At Lincoln's-inn.

Tuesday... June 22	The First Seal. Motions and general paper
Wednesday	23 General paper
Thursday	24 Ditto
Friday	25 Ditto
Saturday	26 Petitions, short causes, adjourned summonses, and general paper
Monday	28 General paper
Tuesday	29 Ditto
Wednesday	30 Ditto
Thursday... July 1	The Second Seal. Motions and general paper
Friday	2 General paper
Saturday	3 Petitions, short causes, adjourned summonses, and general paper
Monday	5 General paper
Tuesday	6 Ditto
Wednesday	7 Ditto
Thursday	8 The Third Seal. Motions and general paper
Friday	9 General paper
Saturday	10 Petitions, short causes, adjourned summonses, and general paper
Monday	12 General paper
Tuesday	13 Ditto
Wednesday	14 Ditto
Thursday	15 The Fourth Seal. Motions and general paper
Friday	16 General paper
Saturday	17 Petitions, short causes, adjourned summonses, and general paper
Monday	19 General paper
Tuesday	20 Ditto
Wednesday	21 Ditto
Thursday	22 The Fifth Seal. Motions and general paper
Friday	23 General paper
Saturday	24 Petitions, short causes, adjourned summonses, and general paper
Monday	26 General paper
Tuesday	27 Ditto
Wednesday	28 Ditto
Thursday	29 Ditto
Friday	30 The Sixth Seal. Motions

His Honour will hear such further considerations as are in the printed list in priority to original causes; and the proper papers in any causes intended to be heard as short causes must be left with his officer on the day before the cause comes into the paper.

Any causes intended to be heard as short causes before either of the Vice-Chancellors must be so marked at least one clear day before the same can be put in the paper to be so heard.

The courts will not sit after Thursday, the 5th day of August.

CIRCUITS OF THE JUDGES.

SUMMER ASSIZES.

NORFOLK CIRCUIT.

(Before Lord Chief Justice COCKBURN and Mr. Justice BYLES.)

Assize towns.	Last days for full Notice of trial.	Commission days.
Oakham	June 28...	Thursday, July 8
Leicester and Borough	June 30...	Saturday, July 10
Northampton	July 3...	Wednesday, July 14
Aylesbury	July 9...	Monday, July 19
Bedford	July 12...	Thursday, July 22
Huntingdon	July 16...	Monday, July 26
Cambridge	July 17...	Wednesday, July 28
Bury	July 23...	Monday, Aug. 2
Norwich and City	July 26...	Thursday, Aug. 5

NORTH WALES CIRCUIT.

(Before Lord Chief Justice BOVILL.)

Newtown	July 9...	Monday, July 19
Dolgelly	July 13...	Friday, July 23
Carmarvon	July 16...	Monday, July 26
Beaumaris	July 19...	Thursday, July 29
Buthin	July 23...	Monday, Aug. 2
Mold	July 26...	Thursday, Aug. 5
Chester and City	July 30...	Monday, Aug. 9

SOUTH WALES CIRCUIT.

(Before Mr. Baron CHANNELL.)

Haverfordwest & Tn.	June 25...	Monday, July 5
Cardigan	June 29...	Friday, July 9
Carmarthen	July 3...	Tuesday, July 13
Cardiff	July 7...	Saturday, July 17
Brecon	July 20...	Friday, July 30
Presteigne	July 26...	Thursday, Aug. 5
Chester and City	July 30...	Monday, Aug. 9

HOME CIRCUIT.

(Before Lord Chief Justice KELLY and Mr. Justice MILLER.)

Hertford	July 2...	Monday, July 12
Chelmsford	July 5...	Thursday, July 15
Lewes	July 10...	Tuesday, July 20
Maidstone	July 16...	Monday, July 26
Croydon	July 23...	Monday, Aug. 2

WESTERN CIRCUIT.

(Before Mr. Justice KEATING and Mr. Justice LUSH.)

Winchester	June 30...	Saturday, July 10
Salisbury	July 7...	Saturday, July 17
Dorchester	July 10...	Wednesday, July 21
Exeter and City	July 14...	Saturday, July 24
Bodmin	July 21...	Saturday, July 31
Wells	July 26...	Thursday, Aug. 5
Bristol	July 31...	Wednesday, Aug. 11

OXFORD CIRCUIT.

(Before Mr. Baron PIGOTT and Mr. Justice SMITH.)

Reading	June 28...	Thursday, July 8
Oxford	July 2...	Monday, July 12
Worcester and City	July 5...	Thursday, July 15
Stafford	July 10...	Tuesday, July 20
Shrewsbury	July 17...	Wednesday, July 28
Hereford	July 23...	Monday, Aug. 1
Monmouth	July 24...	Wednesday, Aug. 4
Gloucester and City	July 30...	Monday, Aug. 9

MIDLAND CIRCUIT.

(Before Mr. Justice BRETT and Mr. Baron CLEASBY.)

Warwick	June 28...	Thursday, July 8
Derby	July 3...	Wednesday, July 14
Nottingham and Town	July 9...	Monday, July 19
Lincoln and City	July 13...	Friday, July 23
York	July 19...	Thursday, July 29
Leeds	July 24...	Wednesday, Aug. 4

NORTHERN CIRCUIT.

(Before Mr. Justice HAYES and Mr. Justice HAYES.)

Durham	June 30...	Saturday, July 10
Newcastle	July 6...	Friday, July 16
Carlisle	July 10...	Wednesday, July 21
Appleby	July 14...	Saturday, July 24
Lancaster	July 16...	Monday, July 26
Manchester	July 30...	Friday, July 30
Liverpool	Aug. 2...	Thursday, Aug. 12

(Mr. Baron BRANWELL will remain in Town.)

LAW SOCIETIES.

SOLICITORS' BENEVOLENT ASSOCIATION.—Under the will of the late Mrs. Martha Elizabeth Clark, of Addison-road, Kensington, this institution becomes entitled to a bequest of two hundred pounds (less legacy duty).

EMPEROR LIFE AND FIRE ASSURANCE SOCIETIES.—The annual meeting of this society was held at the City Terminus Hotel, Cannon-street, on the 2nd June. The report showed that during the year 1453 proposals had been received, amounting to 490,963*l.*, and 847 policies had been issued for 240,750*l.* The claims for the year had been only 610*l.* A bonus had been given to the life policy-holders from 22 to 48 per cent. on the premiums previously paid, and a dividend was declared to the shareholders, at the rate of 5 per cent., free of income-tax, and a bonus of 1 per cent. The total amount of life and fire assurances effected is 3,525,491*l.* Advances had been profitably made on freehold and leasehold securities during the year. The retiring directors, N. J. Powell, Esq., T. S. Beck, Esq., A. J. Larking, Esq., R. Harris, Esq., and Rev. F. Trestrail were re-elected.

MARAVILLA COCOA FOR BREAKFAST.—The cocoa (or cacao) of Maravilla is the true Theobroma of Linnaeus. —The Globe says: "Taylor Brothers' Maravilla Cocoa has achieved a thorough success, and supercedes every other cocoa in the market. For homoeopaths and invalids we could not recommend a more agreeable or valuable beverage." Sold, in packets only, by all grocers.

LEGAL NEWS.

A point arose in the winding-up of the Commercial Bank of India of some interest. A shareholder had transferred his shares to an infant, and on account of the infancy the contributory had been removed by the court, and now the liquidator, by Mr. Lording, applied to substitute the former holder. The chief clerk (Mr. Church) ordered notice to be given to the former shareholder.

The Bishop of London has commenced a prosecution against the Rev. C. F. Lowder, the vicar of St. Peter's, St. George's-in-the-East, in consequence of his violation of the directions laid down in what is popularly known as "The Cairns Judgment." Mr. Lowder objects to remove his lighted candles, or to consecrate the elements otherwise than as he understands the Church to direct him, and for this he is to be prosecuted in the Court of Arches, if Sir Robert Phillimore consents to accept the letters of request, of which, possibly, there may be some doubt.

The Court of Exchequer in Ireland has witnessed perhaps for the last time the observance of a quaint custom which, in the light of coming changes, seems more strange. It is the service rendered every year by Christ Church Cathedral for the property which it holds in "frank almoigne." The Rev. Mr. Finlayson, vicar choral, and several of the choristers attended in their surplices, and getting upon the table of the court, while all present, including the members of the Bench—all, with one exception, Roman Catholics—reverently stood, they sang a hymn with excellent effect as a musical performance. The vicar choral then stood at the side bar and read the concluding prayers of the Morning Service of the Established Church, the boys singing the responses. Before the Reformation the custom was to celebrate mass in the courts on the first and last days of all the terms in homage for the lands, but at the time of the Reformation the Protestant service was substituted. The court certified that it was duly rendered.

THE WEST RIDING.—A large meeting, attended by nearly 200 West Riding justices, was held at Wakefield to fill up a vacancy in the position of chief constable, caused by Colonel Cobbe, who was appointed to that important office at the formation of the constabulary thirteen years ago, and who then organised, and has since brought the force to a high state of efficiency, having been appointed one of her Majesty's inspectors of police. Mr. J. B. Greenwood presided, and before the ordinary business began, alluded in feeling terms to the loss sustained by the untimely death of Colonel Smyth, of Heath-hall, near Wakefield, an active West Riding magistrate, and a former member for York. A resolution of thanks was afterwards accorded to Colonel Cobbe for his long and efficient services. The salary of the new chief constable has been fixed at 500*l.* a year.

THE GAZETTES.

Professional Partnership Dissolved.

Gazette, June 8.

BIRCH, THOMAS, and GORTON, FRANCIS GEORGE, attorneys and solicitors, Furnival's-inn. May 1

Bankrupts.

Gazette, June 11.

To surrender at the Bankrupts' Court, Basinghall-street.

ALLREDGES, DAVID HORACE, architect, Dane's-inn, Strand, and Fleet-st. Pet. June 2. Reg. Roche. O. A. Parkyns. Sol. Webster, Basinghall-st. Sur. June 23

ALLEN, JOHN, butcher, Barking. Pet. May 31. O. A. Paget. Sols. Morris and Co., Finsbury-sq. Sur. June 23

ANDREWS, JOHN, haberdashery, Brixton. Pet. June 7. Reg. Roche. O. A. Parkyns. Sol. Weatherhead, Coleman-st. Sur. June 23

ASCOUGH, JOHN, wheelwright, Tunbridge Wells. Pet. June 7. O. A. Paget. Sols. Hale and Co., Chesham. Sur. June 23

BALLIGALL, JAMES, pianoforte manufacturer, Diana-pl., Euston-rd. Pet. June 2. O. A. Paget. Sols. Willoughby and Cox, Clifford's-inn. Sur. June 23

BARLOW, WILLIAM JOHN, smith, Victoria-st., Belvedere. Pet. June 7. Reg. Roche. O. A. Parkyns. Sol. Godfrey, Hatton-gdn. Sur. June 23

BENNETT, ELIZABETH, victualler, Southampton. Pet. June 2. Reg. Peppys. O. A. Graham. Sols. Jones, New-inn, Strand. Sur. June 23

BOURNE, HENRY, fruiterer, Stratford. Pet. June 5. O. A. Paget. Sol. May, Prince-st, Spital-sq. Sur. June 23

BRIGHT, JAMES PRATT, opalivertum decorated furniture manufacturer, Stepney-green. Pet. June 7. Reg. Roche. O. A. Parkyns. Sols. Noon and Davies, New Broad-st. Sur. June 23

BRYANT, JOHN, formerly butcher, Quaker-st., Spitalfields. Pet. June 8. Reg. Roche. O. A. Parkyns. Sol. Biddles, South-sq. Gray's-inn. Sur. June 23

BULL, THOMAS, out of business, Lower Norwood. Pet. June 8. O. A. Paget. Sol. Durant, Guildhall-chambers. Sur. June 23

CARPENTER, CHARLES, relieving officer, Greenwich. Pet. June 8. Reg. Peppys. O. A. Graham. Sol. Washington, Trinity-sq. Southwark. Sur. June 24

CHRISTENSON, CHRISTIAN, cheesemonger, Whitmore-rd., Hoxton. Pet. June 7. Reg. Peppys. O. A. Graham. Sol. Steadman, London-wall. Sur. June 24

CONOLLY, JOHN, hat manufacturer, Walworth-rd. Pet. June 7. Reg. Peppys. O. A. Graham. Sol. Morris, Grocers'-hall-c, Poultry. Sur. June 24

CRICK, MARY ANN, widow, fancy goods dealer, Soho-bazaar, Oxford-st. Pet. June 5. O. A. Fagcy. Sols. Ashurst and Co., Old Jewry. Sur. June 23

DORRIS, CHARLES, journeyman baker, Liqueur-pnd. Pet. June 9. Reg. Peppys. O. A. Graham. Sol. Biddles, South-sq. Gray's-inn. Sur. June 23

GRAY, DAVID, upholsterer, Euston-rd. and Tolmer-sq., Hampstead-rd. O. A. Paget. Sols. Messrs. Lewis, Ely-pl. Sur. June 30

HANSFORD, ARTHUR, formerly general dealer, York-st. York rd. Lambeth. Pet. June 7. Reg. Peppys. O. A. Graham. Sol. Longley, Moorgate-st. Sur. June 23

HARRIS, AMOS, ironmonger, Thame. Pet. June 10. Reg. Roche. O. A. Parkyns. Sol. Clarke, Aylesbury. Sur. June 23

HOLDINGS, HENRY, watch jewel manufacturer, Chapel-st. Pet. June 10. Reg. Roche. O. A. Parkyns. Sol. Brown, Basinghall-st. Sur. June 23

HYAMS, SIMEON, clothes salesman, Sandy-row, Spitalfields. Pet. June 7. Reg. Peppys. O. A. Graham. Sol. Hobbes, Bishopsgate-st. without. Sur. June 23

JAY, BENJAMIN, butcher, Madder-st., Aldgate, and Bristol-gdn. Maida-hill. Pet. June 8. Reg. Peppys. O. A. Graham. Sol. Beard, Basinghall-st. Sur. June 23

MANCHESTER, HENRY, shoemaker, Lonsdale-pl., Nottingham. Pet. June 7. Reg. Roche. O. A. Parkyns. Sols. Ashurst, Morris, and Co., Old Jewry. Sur. June 23

NURSE, GEORGE, horsedecorator, Sovereign-rd., Cambridge-st., Hyde-park. Pet. June 9. Reg. Roche. O. A. Parkyns. Sol. Haynes, Duke-st., Manchester-sq. Sur. June 23

RIEMAN, CHRISTIAN, formerly baker, Hoxton-st., Hoxton. Pet. June 7. Reg. Roche. O. A. Parkyns. Sol. Godfrey, Hatton-gdn. Sur. June 23

ROBINSON, EDWIN, foreman to a butcher, Duncan-pl., Hackney. Pet. June 9. O. A. Paget. Sols. Hicklin and Co., Trinity-sq. Southwark. Sur. June 23

RYMER, HENRY, general merchant, Cornhill. Pet. June 2. Reg. Peppys. O. A. Graham. Sol. Lane, Crown-c, Old Broad-st. Sur. June 23

SHALDERS, JOHN, victualler, Ashdown-st., Kentish-town. Pet. June 8. O. A. Paget. Sol. Breden, Union-c, Old Broad-st. Sur. June 23

STERLING, WILLIAM WALL, manufacturing jeweller, White-st., and Gloucester-st., Clerkenwell. Pet. June 8. Reg. Peppys. O. A. Graham. Sol. Medcalf, Graham-bldg., Basinghall-st. Sur. June 23

STEWART, JOHN, beer-seller, Wells-st. Pet. June 7. Reg. Peppys. O. A. Graham. Sol. Innes, Jun., Leadenhall-st. Sur. June 23

SWINDLEY, JOHN, house agent, Lower Phillimore-pl., Kensington, and Horton-st., Kensington. Pet. June 3. Reg. Peppys. O. A. Graham. Sol. Orchard, Jersey-row, Sur. June 23

TAYLOR, WILLIAM WARD, builder, Marlborough-pl., Kensington-rd. Pet. June 7. O. A. Paget. Sol. Nash, Arlington-st., New North-rd. Sur. June 23

THACKER, JOSEPH, builder, Southwark-st. and Bladwell-rd. Pet. June 8. O. A. Paget. Sols. Hicklin and Co., Trinity-sq., Borough. Sur. June 23

THURGAR, WALTER CHRISTOPHER, surgeon, Plakow. Pet. June 8. Reg. Brookham. O. A. Paget. Sol. Bell, Chesham-rd. Sur. June 23

VAN DER, JOHN, upholsterer, Merdin-pl., Amwell-st., Clerkenwell. Pet. June 7. O. A. Paget. Sol. Nash, Arlington-st., New North-rd. Sur. June 23

VOLLMAN, GEORGE ADAM, baker, Wellington-rd., Holloway, and Boston-rd., Junction-rd., Holloway. Pet. June 3. O. A. Paget. Sol. Taylor, Church-rd., Upper-lid., Islington. Sur. June 23

WOOD, NATHANIEL, tailor, Stratford. Pet. June 7. O. A. Paget. Sol. Butterfield, Carey-la. Sur. June 23

To surrender in the Country.

ADOCK, ELIZABETH, widow, grocer, Walsall. Pet. June 1. O. A. Clarke, Sole, Dundas, Lewis, and Lewis, Walsall. Sur. June 23

APPLEBY, WILLIAM, beer retailer, Burton-on-Trent. Pet. June 2. Reg. & O. A. Hubberty. Sol. Wilson, Burton-on-Trent. Sur. June 23

BAVERFROCK, ATWELL, commission agent, Swansea. Pet. May 2. Reg. & O. A. Graham. Sol. Brown, Birmingham. Sur. June 23

BAYLIS, WILLIAM, journeyman baker, Birmingham. Pet. June 2. Reg. & O. A. Guest. Sols. Messrs. Brown, Birmingham. Sur. June 23

BEAKE, JAMES, beer retailer, Bristol. Pet. June 7. Reg. & O. A. Harley, Gibe. Sur. June 23

BETHAM, JOHN, gear and slay maker, Dewsbury. Pet. June 8. O. A. Young. Sols. Scholes and Breary, Dewsbury; and Simpson, Leeds. Sur. June 23

BENNETT, HENRY, grocer, Tredgar. Pet. June 7. Reg. White. O. A. Acorn. Sols. Harris, Merthyr; and Press and Isack, Bristol. Sur. June 23

BROWN, GEORGE, publican, Stalbridge. Pet. June 8. Reg. & O. A. Burridge. Sol. Swyer, Shaftesbury. Sur. June 23

BROWN, WILLIAM, innkeeper, Leeds. Pet. June 8. Reg. & O. A. Booth. Sol. Biddell, Durham. Sur. June 23

BUCKLEY, RICHARD JONES, salesman, Heaton Norris. Pet. June 9. Reg. Mease. O. A. McNeill. Sol. Jones, Manchester. Sur. June 23

BUTLER, ERICK, shopkeeper, Sheffield. Pet. June 5. Reg. & O. A. Wake and Rodgers. Sols. Messrs. Binney, Sheffield. Sur. June 23

BURS, WILLIAM, farm bailiff, Wilsenden. Pet. June 8. Reg. & O. A. Dangerfield. Sol. Norwood, Airedale. Sur. June 23

BUTTER, ELIAS & GEORGE DYSON, WILLIAM & RAIN, JON, mineral oil manufacturers, Hope. Pet. June 8. O. A. Turner. Sol. Dodge, Liverpool. Sur. June 23

CLARK, JOHN, beer retailer, Bristol. Pet. June 7. Reg. & O. A. Harley and Gibbs. Sol. Binney, Sheffield. Sur. June 23

CRESSWELL, WILLIAM, bookseller, Sheffield. Pet. June 2. Reg. & O. A. Wake and Rodgers. Sols. Messrs. Binney, Sheffield. Sur. June 23

DAVIES, DAVID, grocer, Troedyrhiw. Pet. June 8. Reg. White. O. A. Acorn. Sols. Thomas, Pontypriid, and Henderson and Salmon, Bristol. Sur. June 23

DRAYTON, ALFRED JOHN, plumber, Snodland. Pet. May 10. Reg. & O. A. Soudamores. Sur. June 23

FALLEN, ALFRED, merchant, Manchester. Pet. June 2. Reg. & O. A. McNeill. Sols. Sala, Shipman, Seddon, and Sala, Manchester. Sur. June 23

FENNER, JOSEPH HENRY, courier, Hull. Pet. June 3. O. A. Young. Sols. Bond and Barwick, Leeds. Sur. June 23

FIELD, GEORGE RYD, auctioneer, Liverpool. Pet. June 7. Reg. & O. A. Rime. Sol. Price, Liverpool. Sur. June 23

FOX, ALICE, widow, innkeeper, Yacoffog. Pet. June 7. Reg. & O. A. Williamson. Sols. Davies, Holywell. Sur. June 23

GARNER, JOSEPH, and PALMER, GEORGE, brickmakers, Sheffield. Pet. June 2. O. A. Young. Sols. Messrs. Walker, and Messrs. Binney, Sheffield. Sur. July 7

GOSS, WILLIAM HENRY, porcelain manufacturer, Stoke-upon-Trent. Pet. June 5. Reg. Tudor. O. A. Kinnear. Sols. Blakiston and Everitt, Stoke-upon-Trent; and Messrs. Hodgson, Birmingham. Sur. June 23

GREGORY, ALFRED COUNTEE, land surveyor, Harward. Pet. June 8. Reg. Tudor. O. A. Kinnear. Sols. Messrs. Chess, May, and Hodgson and Son, Birmingham. Sur. June 23

HARRIS, HENRY, and TURNER, JAMES COLWELL, contractors, Boston, and Doncaster. Pet. June 8. Reg. Tudor. O. A. Harris. Sol. Bean, Boston; Maples, Nottingham. Sur. June 23

HARTLEY, THOMAS, mechanic, Blackburn. Pet. May 12. Reg. & O. A. Bolton. Sur. June 23

HATFIELD, JOHN, tailor, Wyndcliffe. Pet. June 9. Reg. & O. A. Hartley. Sol. Briggs, Derby. Sur. June 23

HILL, EDWARD WAIT, carpenter, Bristol. Pet. June 7. Reg. & O. A. Harley and Gibbs. Sol. Hill. Sur. June 23

JORDAN, JOSHUA, tin plate worker, Birmingham. Pet. June 7. Reg. & O. A. Guest. Sol. East, Birmingham. Sur. June 23

KIDDELL, CHRISTOPHER GEORGE, schoolmaster, Dovercourt. Pet. June 3. Reg. & O. A. Chapman. Sol. Jones, Colchester. Sur. June 23

MARTIN, JULIUS, engine driver, Preston. Pet. June 8. Reg. & O. A. Hunter, Fols. Sur. June 23

MASON, JOHN, gamekeeper, Hollingbourne. Pet. June 8. Reg. & O. A. Soudamores. Sol. Goodwin, Maidstone. Sur. June 23

MAY, JAMES, auctioneer, St. Helen's. Pet. May 13. O. A. Turner. Sur. June 23

MOTT, WILLIAM RAMSON, butcher, Hadleigh. Pet. June 1. Reg. & O. A. Newman. Sols. Aldons and Pearce, Ipswich. Sur. June 23

MURDICK, CAROLINE, shopkeeper, Sheffield. Pet. June 9. Reg. & O. A. Wake and Rodgers. Sols. Messrs. Binney, Sheffield. Sur. June 23

NEWTORT, ESKA, journeyman carpenter, Portsea. Pet. June 4. Reg. & O. A. Howard. Sol. Champ, Portsea. Sur. June 23

NOCK, MARY ANN, out of business, Bristol. Pet. June 8. Reg. & O. A. Harley and Gibbs. Sols. Benson and Kileston. Sur. June 23

NORMAN, GEORGE, joiner, Leeds. Pet. June 2. Reg. & O. A. Marshall. Sol. Harris, Leeds. Sur. July 8

NORRINGTON, JAMES, watchmaker, Southgate. Pet. June 3. Reg. & O. A. Soudamores. Sol. Jobb, Halifax. Sur. June 23

ORNE, ADAM, beerhouse keeper, Westborough. Pet. June 8. Reg. & O. A. Watson. Sol. Topham, Westborough. Sur. June 23

PADLEY, WILLIAM, commission agent, Liverpool. Pet. June 8. Reg. & O. A. Guest. Sol. Price, Liverpool. Sur. June 23

PRICE, JOHN, huckster, Birmingham. Pet. June 7. Reg. & O. A. Guest. Sol. Fitter, Birmingham. Sur. June 23

KARSEN, WILLIAM, machine grinder, Little Bolton. Pet. June 9. Reg. & O. A. Holden. Sols. Edge and Dawson, Bolton. Sur. June 23.

ROBERTS, THOMAS, builder, Llanfawr. Pet. June 9. Reg. & O. A. Edwards. Sols. Louis, Raine & Co. Sur. June 23.

ROSS, JOSEPH, butcher, keeper, Woodside. Pet. June 7. Reg. & O. A. Walker. Sols. Stokes, Dudley. Sur. June 24.

SARGENT, THOMAS, journeyman painter, Northampton. Pet. June 5. Reg. & O. A. Dennis. Sols. White, Northampton. Sur. June 23.

SMITH, DAVID, butty miner, Westbromwich. Pet. June 7. Reg. & O. A. Watson. Sols. Shakespear, Oldbury. Sur. June 24.

SMITH, JONATHAN, boot dealer, Leeds. Pet. June 7. Reg. & O. A. Marshall. Sols. Harle, Leeds. Sur. July 6.

SMITH, THOMAS, grocer, Wrexham. Pet. June 8. O. A. Turner. Sols. Evans and Lockett, Liverpool. Sur. June 22.

SOTHERY, WILLIAM, grocer, Jarroo. Pet. June 5. Reg. Gibson. O. A. Laidman. Sols. Bonfield, Newcastle. Sur. June 28.

STARY, SAMUEL, DRINKWATER, painter, Longhope. Pet. June 8. Reg. & O. A. Burton. Sols. Robinson, Mitchell & Co. Sur. June 23.

STCLIFFE, JAMES LOMAX, commercial traveller, Rochdale. Pet. June 5. Reg. & O. A. Jackson. Sols. Standing, jun., Rochdale. Sur. June 24.

SYKES, WILLIAM, and SYKES, THOMAS, rag merchants, Dewsbury. O. A. Young. Sols. Simpson, Leeds. Sur. June 31.

TAYLOR, GEORGE, grocer, Castleacre. Pet. June 3. Reg. & O. A. Palmer. Sols. Sewell, Swatham. Sur. June 22.

THOMAS, WILLIAM, out of business, Accrington. Pet. June 4. Reg. & O. A. Woodcock. Sols. Barlow, Accrington. Sur. June 21.

TITMUS, WILLIAM, grocer, Burton-on-Trent. Pet. June 9. Reg. & O. A. Hubberty. Sols. Briggs, Derby. Sur. June 28.

WALKER, JOHN, dyer, Bristol. Pet. June 4. Reg. Wilde. O. A. Argman. Sols. Benson and Elletson, Bristol. Sur. June 21.

WATSON, WILLIAM, BYALES, carter, Sheffield. Pet. June 8. Reg. & O. A. Wake and Rodgers. Sols. Sugg, Sheffield. Sur. June 24.

WATSON, GEORGE, innkeeper, Norton. Pet. June 9. Reg. Hill. O. A. Kinnear. Sols. Allen, Birmingham. Sur. June 23.

WEIR, ALFRED, grocer, Winchester. Pet. June 5. Reg. & O. A. Giffin. Sols. Mackey, Southampton. Sur. June 29.

WHEELER, WILLIAM HENRY, grocer, West End. Pet. June 8. Reg. & O. A. Thorndike. Sols. Mackey, Southampton. Sur. June 19.

WILKINSON, WILLIAM, buyer, Bradford. Pet. June 4. Reg. & O. A. Robinson. Sols. Richardson, Bradford. Sur. June 22.

WISS, WILLIAM, miner, Thornley Colliery. Pet. June 5. Reg. & O. A. Greenwell. Sols. Marshall, jun., Durham. Sur. June 23.

WITMORE, GEORGE ALLEN, beer retailer, Bristol. Pet. June 7. Reg. & O. A. Harley and Gibbs. Sols. York. Sur. June 23.

WREGE, GEORGE, joiner, Liverpool. Pet. June 8. Reg. & O. A. Hine. Sols. Dagers, Liverpool. Sur. June 23.

WRIGHT, JAMES, dealer in perfumery, Greenwich. Pet. June 7. Reg. & O. A. Scudamore. Sols. Hope, Ely-pl. Sur. June 22.

Gazette, June 15.

To surrender at the Bankruptcy Court, Basinghall-street

ALLEN, SAMUEL, printer, Richmond-rd., Paddington. Pet. June 8. Reg. Peys. O. A. Graham. Sols. Messrs. Webb, Austin & Co. Sur. June 25.

BECKHAM, ALFRED WILLIAM, dyer's assistant, Ebury-st., Piccadilly. Pet. June 11. Reg. Murray. O. A. Parkyns. Sols. Peckham, Great Knight Rider-st., Doctors'-commons. Sur. June 28.

BENNETT, ALFRED, upholsterer, Market-pl., Upper Holloway. Pet. June 11. Reg. Murray. O. A. Parkyns. Sols. Price, Sergeant & Co. Sur. June 25.

BRAY, WILLIAM JOHN, china dealer, East-st., Walworth. Pet. June 10. Reg. Peys. O. A. Graham. Sols. Hicks, Francis & Co. Sur. June 25.

CATER, PHILIP ALFRED, commission agent, Virginia-ter, Clapham. Pet. June 10. Reg. Murray. O. A. Parkyns. Sols. Drake, Basinghall-st. Sur. June 28.

COPPIN, FREDERICK, cabinet maker, St. Peter-st., Hackney-rd. Pet. June 10. Reg. Peys. O. A. Graham. Sols. Hicks, Francis & Co. Sur. June 25.

COOPER, EDWARD EDMUNDS, beerhouse keeper, West Barnet. Pet. June 10. Reg. Peys. O. A. Graham. Sols. Higby, Basinghall-st. Sur. June 25.

CORR, SAMUEL, house agent, Dover-st., Borough. Pet. June 12. Reg. Murray. O. A. Parkyns. Sols. Angell, Guildhall-yd. Sur. June 28.

CUMBER, EDWARD, attorney-at-law, George-st., Mansion House. Pet. June 8. Reg. Brougham. O. A. Paget. Sols. Brown, Basinghall-st. Sur. June 25.

CRICK, HENRY, plumber, High-st., Camberwell. Pet. June 12. Reg. O. A. Paget. Sols. Harrison, Basinghall-st. Sur. July 5.

DENISE, GEORGE, carpenter, Plaistow-pk., West Ham. Pet. June 10. O. A. Paget. Sols. Daniel, Rolls-chambers, Chancery-lane. Sur. June 30.

DOLLING, JAMES, fancy stationer, Edgware-rd. Pet. June 12. Reg. Peys. O. A. Graham. Sols. Dobie, Gresham-st. Sur. June 25.

FERGUSON, JAMES HENRY, refreshment house keeper, Aldersgate-st. Pet. June 12. Reg. Murray. O. A. Parkyns. Sols. Cooke, Gresham-bldgs. Sur. June 25.

DOCK, JOHN, messenger at the Athenaeum Club, Pall-mall, Francis-pl. Westminster. Pet. June 11. O. A. Paget. Sols. Messrs. Gibson, Ely-pl. Sur. June 30.

GIBSON, HENRY, out of business, Nelson-sq., Blackfriars. Pet. June 10. O. A. Paget. Sols. Staupole, Finner's-hall, Old Broad-st. Sur. June 30.

GUY, ROBERT HENRY ALFRED, licensed victualler, Wharf-rd., City-pl. Pet. June 12. Reg. Peys. O. A. Graham. Sols. Orchard, John & Bedford-rd. Sur. June 25.

LAGNEAU, ALFRED, boot manufacturer, Lisle-st., Leicester-sq. Pet. June 10. Reg. Brougham. O. A. Paget. Sols. Biddles, South-sq., Gray's-inn. Sur. July 5.

LISA, GEORGE, carpenter, Windsor House, Acton. Pet. June 8. Reg. Peys. O. A. Graham. Sols. Drake, Basinghall-st. Sur. June 25.

LOYD, EDWARD, journeyman tailor, Harrow. Pet. June 11. Reg. Murray. O. A. Parkyns. Sols. Godfrey, Hatton-garden. Sur. June 28.

MCNISH, NEIL, merchant, Savage-gdns. Pet. June 8. Reg. Peys. O. A. Graham. Sols. Wood, Bucksbury. Sur. June 25.

MAY, JAMES HENRY, out of business, Marsham-st., Westminster. Pet. June 10. O. A. Paget. Sols. Jenkins, Tavistock-st., Covent-gd. Sur. June 30.

NICHOLSON, RICHARD, merchant, High-st., Battersea. Pet. June 8. Reg. Peys. O. A. Graham. Sols. Laurence, Lincoln's-inn. Sols. Sur. June 25.

PAKER, JAMES, baker, St. Leonard's-rd., Bromley-by-Bow. Pet. June 12. Reg. Peys. O. A. Graham. Sols. Dobie, Gresham-st. Sur. June 25.

PEPPERELL, GEORGE, tailor, Central-st., St. Luke's. Pet. June 8. O. A. Paget. Sols. Hicks, Francis-ter, Hackney-wick. Sur. June 30.

RICHARDS, GEORGE, auctioneer, Dale-rd., Kentish-town. Pet. June 11. Reg. Brougham. O. A. Paget. Sols. Hembery, Staples-inn. Sur. July 5.

BRADSHAW, THOMAS, butcher, High-st., Ponders-end. Pet. June 10. Reg. Murray. O. A. Parkyns. Sols. Biddles, South-sq., Gray's-inn. Sur. June 28.

STELLING, ROBERT, poultryer, Chertsey. Pet. June 10. Reg. Murray. O. A. Parkyns. Sols. Cooke, Gresham-bldgs, Guildhall. Sur. June 25.

STUR, JOHN LAWRENCE, law writer, Milton-st., Wandsworth. Pet. June 10. Reg. Murray. O. A. Parkyns. Sols. Burt, Guildhall-chambers, Basinghall-st. Sur. June 28.

TAYLOR, WILLIAM HENRY, tea dealer, Little Moorfields. Pet. June 7. O. A. Paget. Sols. Braithwaite, Guildford-st., Russell-sq. Sur. June 30.

TURNER, SKEON, cheesemonger, Aylesbury-st., Clerkenwell. Pet. June 11. O. A. Paget. Sols. Messrs. Sydney Smith and Son, Finsbury-inn. Sur. July 5.

WAT, ROBERT JOSEPH, master mariner, William-st., Poplar. Pet. June 10. Reg. Murray. O. A. Parkyns. Sols. Biddles, South-sq., Gray's-inn. Sur. June 28.

WHEELER, CHARLES HENRY, out of business, Grove-ter, Fulham. Pet. June 10. Reg. Murray. O. A. Parkyns. Sols. Biddles, South-sq., Gray's-inn. Sur. June 28.

WILSON, CHARLES, refreshment bar keeper, Cannon-st. Pet. June 10. Reg. Murray. O. A. Parkyns. Sols. Hicks, Francis-ter, Hackney-wick. Sur. June 28.

WILSON, JAMES, baker, Bishopstoke. Pet. June 10. Reg. Murray. O. A. Parkyns. Sols. Pearson, and Gars, Bouvierie-gd., Fleet-st., for Mackey, Southampton. Sur. June 25.

To surrender in the Country.

ALLEN, HENRY THOMAS, watchmaker, South Shields. Pet. June 11. Reg. & O. A. Wawn. Sols. Mabane, South Shields. Sur. June 28.

ANTON, WILLIAM, provision dealer's assistant, Wrexham. Pet. June 10. Reg. & O. A. Reid. Sols. Sherratt, Wrexham. Sur. June 28.

BLACKBURN, JAMES PRICE, salesman, Manchester. Pet. June 10. Reg. & O. A. Kay. Sols. Milne, Manchester. Sur. July 6.

BLAKEY, WALTER, grocer, Bradford. Pet. June 10. Reg. O. A. Robinson. Sols. Rhodes, Bradford. Sur. June 25.

BOURNE, JAMES WILLIAM, auctioneer, Colebury Mortimer. Pet. June 10. Reg. Tudor. O. A. Kinnear. Sols. Heckford, Kidderminster and Rease and Harris, Birmingham. Sur. June 25.

BROWN, WILLIAM, out of business, Anfield, near Liverpool. Pet. June 10. O. A. Turner. Sols. Ety, Liverpool. Sur. June 25.

BROOME, GEORGE, salesman, Hulme. Pet. June 10. Reg. Macrae. O. A. McNeill. Sols. Farrington, Manchester. Sur. July 1.

COLE, THOMAS, innkeeper, Bishopwearmouth. Pet. June 10. Reg. & O. A. Crosse. Sols. Shapland, South Molton. Sur. June 23.

COLQUHUN, HENRY, butcher, Earlstown, near Warrington. Pet. June 9. Reg. & O. A. Nicholson. Sols. Beasley, St. Helen's. Sur. June 24.

COPELAND, HENRY, shoemaker, Carlton Scroope. Pet. June 5. Reg. & O. A. Thompson. Sols. Law, Stamford. Sur. June 22.

COOKE, JOHN, schoolmaster, Worsley. Pet. June 12. Reg. O. A. Hulton. Sols. Farrington, Manchester. Sur. July 3.

COVERDALE, WILLIAM, slater, York. Pet. June 12. Reg. & O. A. Crosse. Sols. Dobson, Middleborough. Sur. June 23.

CROOK, THOMAS, labourer, Witton. Pet. June 9. Reg. & O. A. Bolton. Sols. Messrs. Ainsworth, Blackburn. Sur. June 28.

DAKES, SOLOMON, out of business, Tunstall. Pet. June 4. Reg. & O. A. Challinor. Sols. Tennant, Harey. Sur. July 7.

DANIEL, FREDERICK, station master, Rottesford. Pet. June 9. Reg. & O. A. Thompson. Sols. Bell, Nottingham. Sur. June 23.

EVELEIGH, JAMES WILLIAM, commission agent, Bristol. Pet. June 12. Reg. & O. A. Harley and Gibbs. Sols. Sherrard. Sur. June 23.

FAIRCLOUGH, JAMES, builder, Trammere. Pet. June 8. Reg. & O. A. Watson. Sols. Downham, Birkenhead. Sur. June 23.

FARLEY, ANDREW JAMES, butcher, West Derby. Pet. June 10. Reg. & O. A. Hinkley. Sols. Bishopwearmouth. Sur. June 23.

GREEN, JOHN, surgeon, Kingston-upon-Hull. Pet. May 12. Reg. & O. A. Phillips. Sur. June 26.

GREENER, MARTIN, architect, Bishopwearmouth. Pet. June 10. Reg. Gibson. O. A. Laidman. Sols. Oliver and Botterell, Sunderland. Sur. June 23.

HARFORTH, JOSEPH, fruiterer, Whitby. Pet. June 12. Reg. & O. A. Buchanan. Sols. Hunter, Gray, and Frankland, Whitby. Sur. June 30.

HARRIS, THOMAS, labourer, Kilgetty. Pet. June 8. Reg. & O. A. Owen. Sols. Leaselles, Kyrsteth. Sur. June 23.

HARRISON, THOMAS MARR, horse dealer, Thirsk. Pet. June 12. O. A. Young. Sols. Young, Darlington and Richmond, and Bond and Barwick, Leeds. Sur. June 23.

HEWSON, ROBERT, coal dealer, York. Pet. June 8. Reg. & O. A. Peckham. Sols. May, York. Sur. July 14.

HOLDEN, THOMAS, salesman, Hulme. Pet. June 10. Reg. Macrae. O. A. McNeill. Sols. Storer, Manchester. Sur. July 1.

HOLLINGWORTH, JOHN RUSLEY, grocer, Great Grimsby. Pet. June 9. Reg. & O. A. Danbury. Sols. Winttingham. Sur. June 25.

HUGHES, ULRICH, dealer in timber, Hants. Pet. June 9. Reg. & O. A. Somes. Sols. Champ, Portsea. Sur. June 29.

ITZSTEIN, ARTHUR, no occupation, Brighton. Pet. June 8. Reg. & O. A. Blaker. Sols. Murray, St. Helen's. Sur. June 25.

JACKSON, EDWIN, auctioneer, Birmingham. Pet. June 12. Reg. & O. A. Guel. Sols. Fallow, Birmingham. Sur. June 23.

JENNINGS, RICHARD, grocer, Cirencester. Pet. June 10. Reg. & O. A. Anderson. Sols. Hampton, Cirencester. Sur. June 28.

KNIGHT, JOHN HARRIS, Whitstable. Pet. June 9. Reg. & O. A. Callaway. Sols. Willis, Sheerness. Sur. June 22.

LEWIS, JOHN HARRIS, no occupation, Brighton. Pet. June 8. Reg. & O. A. Blaker. Sols. Murray, Great St. Helen's. Sur. June 25.

LORD, JAMES, cotton spinner, Newchurch. Pet. June 12. Reg. Farwell. O. A. McNeill. Sols. Nuttall, Manchester. Sur. June 29.

MOYNEUX, WILLIAM HENRY, chandeller manufacturer, Birmingham. Pet. June 9. Reg. & O. A. Guest. Sols. Parry, Birmingham. Sur. June 25.

NELSON, JOHN, grocer, Botchergate. Pet. June 5. Reg. & O. A. Dalton. Sols. Wannon, Carlisle. Sur. June 22.

OLDHAM, GEORGE, cabinet case maker, Sheffield. Pet. June 9. Reg. & O. A. Wake and Rodgers. Sols. Machen, Sheffield. Sur. June 30.

PEATE, ANDREW, farm bailiff, Varschoel. Pet. June 10. Reg. & O. A. Farwell. Sols. Hughes, Walsall. Sur. June 22.

POPE, HENRY, warehouseman, Wilmislow. Pet. June 11. Reg. Farwell. O. A. McNeill. Sols. Leigh, Manchester. Sur. June 30.

ROBERTS, MAURICE, grocer, Abergole. Pet. June 12. O. A. Turner. Sols. Evans and Lockett, for Jones, Conway. Sur. June 28.

ROBERTS, JOHN, beer retailer, Deodar, near Exeter. Pet. June 10. Reg. & O. A. Spickett. Sols. Thomas, Pontypidd. Sur. June 26.

RICHARDSON, CHARLES HUNTER, out of business, Middleborough. Pet. June 10. Reg. & O. A. Grosby. Sols. Bainbridge, Middleborough. Sur. June 29.

ROBINSON, JOHN, beerhouse keeper, Kingston-upon-Hull. Pet. June 11. Reg. & O. A. Phillips. Sols. Chatham, Hull. Sur. June 26.

ROBINSON, WILLIAM, farmer, Scotter. Pet. June 9. Reg. & O. A. Burton. Sols. Bromley, Lincoln. Sur. June 29.

ROGERS, WILLIAM, cabinet maker, Rochdale. Pet. June 11. Reg. Farwell. O. A. McNeill. Sols. Whitehead, Rochdale; Cobbett, Wheeler, and Cobbett, Manchester. Sur. June 30.

RUSH, WILLIAM THOMAS, shoemaker, Hunslet, near Leeds. Pet. June 10. Reg. & O. A. Marshall. Sols. Root, Leeds. Sur. July 6.

SAUNDERS, JOHN, beer retailer, Combe Down. Pet. June 5. O. A. Smith. Sols. Bartram, Bath. Sur. June 22.

SENIOR, MARK, rag merchant, Oset. Pet. June 5. O. A. Young. Sols. Ibbotson, Dewsbury; and Bond and Barwick, Leeds. Sur. June 28.

SHAW, WILLIAM HORTON, railway plant contractor, Birmingham. Pet. June 12. Reg. Tudor. O. A. Kinnear. Sols. Rowlands, Birmingham. Sur. June 12.

SHARP, JOSEPH, joiner, Blacko, near Barrowford. Pet. June 10. Reg. & O. A. Carr. Sols. Robinson, Kelchey. Sur. June 30.

SHIPLEY, HENRY, baker, Newton-le-Willows. Pet. June 9. Reg. & O. A. Nicholson. Sols. Bretherton, Warrington. Sur. June 24.

SMEDLEY, HENRY, licensed victualler, St. Michael. Pet. June 9. Reg. & O. A. Blaker. Sols. Skidson, Walsbury. Sur. June 25.

STEPHENS, ANDREW, licensed victualler, Hove. Pet. June 9. Reg. & O. A. Pearce. Sols. Square, Plymouth. Sur. June 30.

TAPP, WILLIAM, pastry cook, Cheltenham. Pet. June 5. Reg. & O. A. Gale. Sols. Skipper, Cheltenham. Sur. June 25.

TOMLIN, FRANCES, innkeeper, Elsomere. Sur. June 10. Reg. Tudor. O. A. Kinnear. Sols. Messrs. Salter, Elsomere; and James and Griffin, Birmingham. Sur. June 25.

TUCKER, WILLIAM, journeyman carpenter, Lewes. Pet. June 8. Reg. & O. A. Blaker. Sols. Lamb, Brighton. Sur. July 1.

WARD, THOMAS, and WARD, J. Ross, TOTT, wool brokers, Liverpool. Pet. June 10. O. A. Turner. Sols. Lace, Banner, Newton, and Bushby, Liverpool. Sur. June 28.

WILDE, JOHN, brickmaker, Birmingham. Pet. June 8. Reg. & O. A. Guest. Sols. Maher, Birmingham. Sur. June 23.

WILKINS, JOHN HEATON, publican, Melton. Pet. June 12. Reg. & O. A. Wilson. Sols. Smith, Alnwick. Sur. June 26.

WALKER, WILLIAM, shoemaker, East Aytton. Pet. June 3. Reg. & O. A. Woodall. Sols. Richardson, Scarborough. Sur. June 21.

WILDE, HENRY, out of business, Britain. Pet. June 8. Reg. & O. A. Sisson. Sols. Williams, Rhyl. Sur. June 28.

WOOD, THOMAS JENNINGS, builder, Salford. Pet. June 4. Reg. Farwell. O. A. McNeill. Sols. Needham, Manchester. Sur. June 29.

WYNN, WALTER WILLIAM, innkeeper, Walton. Pet. June 11. Reg. & O. A. Spickett. Sols. Thomas, Pontypidd. Sur. June 26.

YATES, HENRY, looking glass manufacturer, Rochdale. Pet. June 10. Reg. & O. A. Jackson. Sols. Holland, Rochdale. Sur. June 30.

BANKRUPTCIES ANNULLED.

Gazette, June 8.

ASPINALL, WILLIAM, clerk to a brewer, Rutland-st., Commercial-rd., April 18, 1868.

WITTWORTH, GEORGE WILLIAM, and GRATHAM, THOMAS, hop merchants, High-st., Southwark. Jan. 14, 1869.

Dividends.

BANKRUPT'S ESTATES.

The Official Assignees are given, to whom apply for the

Dividends.

Burrell, F. G. B. leather cutter, first, 74d. Parkyns, London.—Clarke, W. S. M. merchant, first, 11d. Paget, London.—Drifton, W. club proprietor, first, 3d. 3d. Paget, London.—Fenels, J. timber merchant, fourth, 1d. Turner, Liverpool.—Head, E. printer, first, 1s. 2d. Parkyns, London.—Hughes, T. bootmaker, first, 6d. Kinnear, Birmingham.—Irwin, W. W. merchant, first, 1d. Turner, Liverpool.—McKee, S. builder, first, 2d. Turner, Liverpool.—Reynolds, T. seedsman, first, 6d. 4d. Kinnear, Birmingham.—Walker, W. H. commission merchant, first, 2d. 6d. Turner, Liverpool.—Williams, J. grocer, first, 5d. Turner, Liverpool.—Williams, W. H. general, first, 2d. 11d. Parkyns, London.—Wright, M. A. widow, sign painter, first, 2d. Paget, London.

INSOLVENTS' ESTATES.

Apply at the Provisional Assignee's Office, Portugal-street, Lincoln's-inn-fields, between 11 and 2, on Tuesdays only.

Bardie, C. schoolmaster, second, 24d.—Bones, P. accountant, second, 6s. 10d.—Colbough, Ann, lace Walesby, fourth (making 20s.) 1s. 2d.—Creswell, W. lieutenant on half-pay, fourth (making 20s.) 5s. 2d.—Davis, John, gentleman, second, 1s. 6d.—Dennis, Edward, hatter, second, 1s. 8d.—Gaskell, John, wholesale flour dealer, seventh, 2s. 10d.—Johnston, George, goods' train inspector, second, 1s. 24d.—Parsons, J. shopman, first, 1s. 2d.—Roberts, W. late of Chancery, second, 1s. 11d.—Roger, W. T. architect, second, 1s. 7d.—Smith, George, timber merchant, first, 4s. 24d.—Standen, M. butcher, first, 1s.—Story, Henry James, of Westminster, 20s.—Taylor, J. late of Kingston, second, 3s. 9d.—Verity, Edward Arndell, clerk, first, 5s. 24d.—Webb, J. S. grocer, second, 24d.—Whaley, Henry, coffee house keeper, second, 6d.

Assignment, Composition, Inspectorship, and Trust Deeds.

Gazette, June 11.

ADAMS, THOMAS, grocer, Longton. May 22. 3s. by two equal instalments, in 1 and 2 mos.—secured.

APPLEBY, MARY, innkeeper, York. May 14. Trust. E. H. Newton, brewer, York.

BYRON, WILLIAM, grocer, Sunderland. May 13. Trusts. E. C. Robson, miller, and G. W. Pearman, drysalter, both Sunderland.

BEST, JOSEPH, grocer, Wavertree, near Liverpool. May 20. 7s. by two equal instalments, on Sept. 1 and Dec. 1—guaranteed.

BINDON, GEORGE TOVEY, victualler, Abbott's Leigh, near Bristol. May 23. 3s. by two equal instalments, in 3 and 6 mos.—secured.

BLAKE, JAMES, builder, Plumstead. May 21. Trusts. E. L. Hooper, Esq., Albany, and R. Longergan, brick merchant, Plumstead.

BLAKE, ROBERT, draper, Burnham. May 23. 6s. 8d.—2s. 2d. in 3 mos, 2s. 2d. in 6 mos, and 2s. 4d. in 9 mos from June 1. Trusts. J. Candy, Manchester warehouseman, and A. A. Taylor, wholesale draper, both Bristol.

BOUNCE, JAMES HENRY, grocer, Dudley. May 17. Trusts. W. Corvers, grocer, Dudley, and J. Dolman, provision merchant, Birmingham.

BRAUN, LOUIS, warehouseman, Wood-st. April 30. 10s. by four equal instalments, in 2, 3, 4, and 12 mos from May 12—secured.

BRIERLEY, GEORGE HENRY, chemist, Chester. May 22. 8s. by three instalments of 2s. 8d. on Aug. 1, Nov. 1, and Feb. 1,—secured.

BURNBY, JOSEPH, jun., china dealer, New-cross-rd. 5s. by two equal instalments, in 3 and 6 mos.—secured.

BYRON, WILLIAM, builder, Sheffield. May 31. 2s. 6d. in 1 mo.

CANDLER, JAMES FREDERICK, grocer, Church-st., Greenwich. May 18. 8s. by four instalments of 2s. in 1, 2, 3, and 4 mos.

CORRISHLEY, ALFRED HILL, linendraper, Cardigan-pl., Stratford. June 8. 6s. 8d. in 2 mos.

COURT, JOSEPH, hater, Rawtenstall. May 14. Trust. H. Taylor, grocer, Preston.

DENISON, BENJAMIN, Leeds; and WALKER, WILLIAM, Baldon, quartermen. June 1. 5s. on July 1.

ELBECK, GEORGE, warehouseman, Milk-st. May 17. Trusts. T. Harding, Gutter-lane; J. Webber, Bread-st.; and J. O. Wilson, Trump-st, agents. Sols. Reed, Phelps, and Sidgwick, Gresham-st.

EVANS, ROBERT PERCIVAL, and EVANS, JOHN CARRY, hop merchants, High-st., and George-inn-yd., Southwark. May 14. Trusts. P. S. Punnett, gentleman, Calvert's-bldgs, and T. J. Wild, hop factor, High-st., Southwark. Sols. Few and Cole, High-st., Southwark.

HAIGH, GEORGE, yarn spinner, Huddersfield. May 14. Trusts. O. H. Huddersfield, and H. Haigh, dyer, Millsbridge.

HALL, GIBSON, grocer, Sheffield. June 8. 5s. on July 7.

HARRISON, MARY ANN, widow, Walsall. May 23. 7s. 6d. by instalments of 7s. per week.

HILL, ALFRED, woolen merchant, Birmingham.

HILTON, JOHN PRICE, coal merchant, Bromley, Beckenham, and St. Mary's Cray. May 11. 2s. 6d. in 3 mos, and the balance of debts on May 11, 1871.

HODGE, THOMAS SELICK, draper, Barnstable. May 17. Trusts. J. Howell, wholesale draper, St. Paul's-churchyard; H. Dene, banker, Barnstable; and T. J. Huttard, warehouseman, Wood-st., Cheap-side.

HOPKINS, WILLIAM, fruiterer, Bath. May 14. 5s. by two equal instalments, in 3 and 6 mos.—secured. Trust. F. J. Strange, accountant, Bath.

JEFFERAY, HENRY, grocer, Orford-st., Chelsea. June 1. 5s. by two equal instalments of 2s. 6d. in 2 and 3 mos.—secured.

JONES, MOSES, builder, Everton. June 8. 2s. 6d. in 14 days.

JONES, SAMUEL, saddler, Narberth, Pembrokeshire. May 19. 3s. in 1 mo.

LAMBERT, SAMUEL, victualler, Sutton Coldfield. May 20. Trust. J. Watkins, gentleman, Aston-juxta-Birmingham.

MARKWICK, JOSIAS, grocer, Goring, near Worthing. May 7. 6s. on July 12, Oct. 13, 1869, and Jan. 14, 1870.

MORFELD, HUGH, wet fork manufacturer, Wolverhampton. Mar. 30. Trusts. E. W. Gwyer, accountant, Birmingham.

NEWBURY, FREDERICK, commission agent, Bishops Castle. May 21. Trusts. T. Corbett, agricultural engineer, Shrewsbury, and P. C. O'Brien, chemist, Bishops Castle.

PAGE, CHARLES, brewer, wine merchant, Nottingham. May 14. Trusts. T. Phillips, common brewer, Wooton Hall, and J. Russell, bank manager, Nottingham.

POTTER, WILLIAM, baker, Ipswich. May 17. Trusts. A. Gamman, accountant, and N. Potter, gentleman, both Ipswich.

PUGH, EVAN, cooper, ironmonger, Town. May 7. Trusts. P. Weston, Coalbrookdale, and T. Pimley, Wolverhampton, merchants, and R. G. Price, innkeeper, Town.

ROBINSON, JOHN, auctioneer, Burnley. May 11. Trusts. J. E. Nelson, hatter, Manchester; and W. Smith, twister, Burnley.

SCHOFIELD, HUGH, wet fork manufacturer, Colne. May 18. Inspectors—J. Blakey, sawyer, W. Varley, plumber, both Colne; and R. Tillotson, farmer, Wineshall.

SCOTT, ROBERT WILLIAM, shirt maker, North Audley-st. and Oxford-st. May 22. 7s. 6d. by three equal instalments, at 3, 6, and 9 mos. from June 1—secured. Trust. B. Nicholson, accountant, Gresham-st.

SMITH, JOHN, builder, Spennymoor. May 10. Trusts. J. Richardson, Hartlepool, and J. Mellanby, West Hartlepool, timber merchants.

SOMER, RICHARD, oil dealer, Sheffield. May 22. 2s. 6d. on July 1.

STARLING, JOSIAH PRING, photographer, Blackheath. June 3. 1s. in 3 mos.

SUFFIELD, SUSANNAH, hatter, Birmingham. May 20. Trust. J. B. Wood, hat manufacturer, Manchester.

SUMMERS, DANIEL, farmer, Billesdon. May 29. 5s. by two equal instalments in 4 and 9 mos.—secured.

SUMMERS, JONAH, coal merchant, Bristol. May 11. Trust. C. A. Booth, colliery proprietor, Nottingham.

SWAN, JAMES, grocer, Littlehampton. May 3. Trust. T. Kenward, grocer, Wintney, and W. Osborne, warehouseman, Bow-church-yard.

THOMAS, RICHARD, shoe manufacturer, Birmingham. June 2. 4s. by two equal instalments on July 1, and Sept. 1.

TUCKER, CHARLES EDWIN, baker, Exeter. May 21. 2s. 6d. on June 25.

VEYSEY, JAMES LANG, woolen merchant, Bristol. May 24. Trusts. A. Crowther, J. B. Turner, and E. S. Price, merchants, Huddersfield, and T. Calvermore, gentleman, Bristol.

WALKER, JAMES, and WALKER, JOSIAH, jun., woolen warehouse men, Alderbury. May 18. 10s. by three equal instalments at 3, 6, and 9 mos, from May 1,—secured. Trusts. C. M. Baker, commercial traveller, Alderbury; J. Davidge, and G. J. Davidge, tailors, Friday-st. R. P. Hordley, roofer, Oxford; J. Miley, gentleman, Reading; E. R. Maddeford, gentleman, Milner-ter, Chelsea; E. Omer, widow, Jewin-crescent; M. Williamson, spinster, Wansstead; and A. Walker, spinster, Sandy Mark. 2s. in 1 mo.—secured. Trust. T. White, shipowner, South Shields.

Gazette, June 15.

ADAMS, EDWARD GOOD, fisherman, Brisham. June 5. 8s. 10d. in 7 dds.

AMBLER, GEORGE FREDERICK PITT, attorney's clerk, Salford. June 9. 1s. by two equal instalments on Dec. 9 and June 9.

BAKER, GRIFFIN CANT, grocer, Norfolk-ter, Bayswater. May 19. 2s. 6d. on June 24.

BOWMAN, GEORGE, shoemaker, Huddersfield. May 27. Trusts. W. Varley, boot manufacturer, and J. Turner, currier, both Huddersfield.

BROWN, CHARLES, ironfounder, Lyne Regis. May 11. Trusts: E. Brown, gentleman, Lyne Regis, and A. Gould, commission agent, Belsize-sq. Hampstead.

BRYAN, WILLIAM, grocer, Stourbridge, and Belbroughton. May 21. 5s. in 14 days from registration.

BUCKLEY, JEREMIAH, currier, Leeds. June 4. 10s. by instalments of 3s. 6d., 3s. 6d., and 3s. in 2, 4, and 7 mos. Trusts: C. Bennett, smith, and J. Coghill, fitter, both Hunslet.

CHRISTMAS, JOHN, WILLIAM, builder, Hill-st, Peckham. June 1. 2s. 6d. in 12 mos from registration.

COLLINS, WILLIAM GILES, grocer, Frome Selwood. May 15. Trusts: J. Compton, clothier, Commercial-st, Spitalfields, and W. Langford, accountant, Frome Selwood.

COPPARD, GEORGE, commission agent, Mitre-st, Milk-st. June 5. 3s. on July 12.

CROPPER, JOSEPH, brickmaker, Attercliffe. May 27. 5s. in 23 days.

DANN, WILLIAM, Barrister, and **DANN, ALFRED**, Deansgate, both common brewers. May 17. Trusts: W. Burdett, King's Lynn; S. Burdett, Chesterfield, both corn merchants; and E. N. Lowe, manager of the Lincoln Branch of the Midland Banking Company (Limited), Lincoln.

DAVIES, ALONZO, coal merchant, Clevedon. May 22. 5s.

DAVIES, STEPHEN, cabinet maker, Llanelli. May 18. 5s. on Aug. 18. Trust: E. Davies, cabinet maker, Llanelli.

DICKINSON, WILLIAM, and **DICKINSON, JAMES**, cotton spinners, Blackburn. May 19. 12s. 6d. by five instalments of 2s. 6d., in 6, 12, 18, 24, and 30 mos. Trusts: J. Whalley, bank manager, Blackburn; A. Haworth, commission agent; C. C. Dinkley, iron merchant; and T. H. McConnell, commission agent, all Manchester.

DILLON, ANTHONY, out of employment, St. George's-villa, Tuffnell-rd. May 20. 2s. in 14 days from registration.

EASTES, JOHN, plumber, Fenchurch-st, Fenchley. June 1. 6s. 8d. by two instalments of 3s. 4d. on Sept. 2 and Dec. 2.

EMME, JOHN, gunmaker, New Compton-st, Soho. May 21. 5s. by equal instalments, in 14 days from registration, and on Sept. 1.

FOALE, NATHANIEL CHARLES, builder, Cornwall-rd, Bayswater. June 3. 5s. by two equal instalments, on June 21 and Sept. 24, last secured.

GREEN, RICHARD, milliner, Mile-end-rd. June 4. 3s. by instalments—1s. on execution, and in 3 and 6 mos.—secured.

HASLAM, THOMAS, corn merchant, Forest-Moors. May 28. 6s. 8d. by two instalments of 3s. 4d. in 14 days and 2 mos from registration.

HOSFALL, WILLIAM, and **HAMER, JOHN**, manufacturers, Manchester. June 7. Trusts: J. Brewis, manufacturer; W. Walker, spinner, both Manchester; E. Denson, cotton spinner, Little Bolton; and W. H. McKnow, yarn agent, Manchester.

HOWE, THOMAS, and **HOWE, JOHN**, builders, David's-rd, Forest-hill. May 4. Trust: C. Pearce, carman, Havelock-st, Forest-hill.

INGRAM, FREDERICK JOHN, oil merchant, Leeds. April 30. 5s. by three equal instalments, on Sept. 1, Jan. 1, and May 1, guaranteed. Trusts: R. Briggs, flax spinner, and J. K. Rowbotham, clerk, both Leeds.

JACKSON, JOHN, dealer in fancy jewellery, Old-st-rd, Shoreditch. June 5. 5s. on demand.

JARMAN, WILLIAM, grocer, Romsey. May 14. 7s. 6d. by three instalments of 2s. 6d. in 2, 4, and 6 mos from registration,—last two secured. Trust: F. Woodcock, cheesemonger, Kentish-town-rd.

KIRKPATRICK, ALLAN, draper, Princess-rd, Lambeth. May 31. Trusts: I. McCutchan, jun., and M. McGeorge, warehousemen, both Friday-st.

MARSHALL, BRYAN, out of business, Shipton-under-Wychwood. May 22. 5s. in 14 days.

MARE, CHARLES JOHN, shipbuilder, London-st, Fenchurch-st. May 21. In full, by three equal instalments, on Dec. 1 next, and June 1, and Dec. 1, 1870.

MORGAN, ANN, widow, Hooflach, June 9. 1s. on registration,—secured. Trust: G. C. Sutton, commission agent, Portypridd.

ODDY, THOMAS JOSEPH, builder, Keymer. May 17. 4s. in 1 mo. Trust: G. R. Lockyer, builder, Brighton.

OSTERROTH, FREDERICK, and **HEGEWALD, THEODORE ALEXANDER**, mg merchants, Upper Thames-st, and Gouda, Holland. April 18. 5s. by two equal instalments, in 3 and 6 mos.

PHILLIPS, JAMES, hatter, Northampton. May 21. Trust: G. Wareham, plumber, Birmingham.

PIKE, CHARLES, out of business, Junction-pl, Paddington. June 2. 1s. in 7 days from registration. Trust: G. Markby, solicitor's clerk, Gray-inn.

POLLARD, MARIA, widow, chemist, Nailsea. May 28. Trust: T. Park, grocer, Nailsea.

PRESTON, CHARLES WOODLEY, boot dealer, Wolverhampton. May 22. Trust: A. Cooper, boot manufacturer, Leicester.

PRICE, WILLIAM, grocer, Stockport, and Shaw-head. May 14. 5s. by three equal instalments of 1s. 8d., on June 28, Aug. 28, and Oct. 28.

ROBINSON, HENRY THOMAS, and **CRISTALL, HENRY**, saw mill proprietors, Swanton, Vermont. May 14. Trust: E. H. Bayley, wheelwright, Newton Chaseway.

ROBINSON, JERHO THOMAS, contractor, Caversham-rd, Kentish-town. June 12. In full, in 12 mos.

SAUL, DAVID HENRY, gas engineer, Ironmonger-row, Saint Luke's. June 9. 5s. by three equal instalments, in 3, 6, and 9 mos from registration. Trust: W. Saul, commission agent, Devonshire-st, Islington.

SMITH, THOMAS HENRY, shoemaker, King's Lynn. May 6. Trust: J. G. Webster, currier, King's Lynn.

STERLE, JOHN, publisher, Heywood. June 8. 3s. by two equal instalments, in 14 days and 3 mos from registration,—secured.

STRONG, WILLIAM, builder, Merton-rd, Wandsworth. June 14. 5s. in 1 mo.

SWINNEY, JAMES FORSTER, carver, Barwick-upon-Tweed. May 22. 2s. 6d. in 14 days from registration.

TAYLOR, WILLIAM, draper, Rochdale. May 19. Trust: J. Chadwick, warehouseman, Manchester.

VENTRY, SAMUEL, provision merchant, Liverpool. June 12. Trusts: J. T. Warrington, and J. T. Davies, provision merchants, both Liverpool.

WALLACE, WILLIAM, draper, Douglas-st, Deptford. May 20. Trusts: A. McGaw, Angel-st, Friday-st, and B. Hyam, Cannon-st, both wholesale clothiers.

WATSON, WILLIAM, baker, North Shields. May 20. Trust: J. Davidson, miller, Newcastle-upon-Tyne.

WATT, ALEXANDER, draper, Boston. May 20. Trusts: I. McCutchan, jun., warehouseman, Friday-st, and P. Dickie, draper, Leith.

WILLIAMS, DAVID, provision dealer, Birkenhead. May 28. 3s. by three equal instalments, in 1, 2, and 3 mos from registration. Trust: J. Hooson, book-keeper, Liverpool.

WILLIAMS, THOMAS, grocer, Yatrad Rhonda. June 1. 3s. 6d. on registration,—secured. Trust: A. Baker, flour merchant; D. Williams, warehouseman, both Bristol; D. Jones, sen., Tred-yrhyl; D. Jones, jun., Mountain Ash, both grocers; and W. C. Clarke, public accountant, Cardiff.

WILSON, THOMAS, grocer, Sunderland. May 15. Trusts: J. Ryder, miller, and W. Evans, agent, both Sunderland.

WREY, JOSEPH, grocer, Garforth, and Leeds. May 19. 10s. in 1 mo from registration. Trust: A. Crookes, attorney's clerk, Leeds.

YOUNG, MATTHEW, joiner, and **SHAW, MARGARET**, widow, both York. May 11. Trusts: T. S. Watkinson, W. Cattle, timber merchants; and R. Varvill, ironmonger, all York.

BIRTHS, MARRIAGES AND DEATHS.

BIRTHS.

CLARE.—On the 12th inst., at St. Leonard's, East Sheen, Surrey, the wife of Octavius Leigh Clare, Esq., barrister-at-law, of a daughter.

CHIFFS.—On the 10th inst., at Mount Calverley Lodge, Tanbridge Wells, the wife of C. Chiffes, Esq., solicitor, of a son.

DICKINS.—On the 15th inst., the wife of William Park Dickins, Esq., of Lincoln's Inn, and Surbiton, Surrey, of a son.

KEENEWICK.—On the 15th inst., at 21 Park-square, Regent's-park, the wife of Arthur Keenwick, Esq., barrister-at-law, of a daughter.

PALMER.—On the 8th inst., at Kensington, the wife of J. E. Palmer, Esq., barrister-at-law, of a daughter.

STEPHENSON.—On the 11th inst., at Carr House, Holmfirth, the wife of Cookson Stephenson, Esq., barrister-at-law, of a daughter.

MARRIAGES.

HARRISON-WOOLLEY.—On the 10th inst., at the Chapel of the Scardinian Embassy, Lincoln's Inn-fields, John Mackell, only son of Fyke Goodere Fyke Harrison, Esq., of Copford-hall, Essex, to Amelia, eldest daughter of John Woolley, Esq., of the Middle Temple, barrister-at-law.

RAB-PATTEN.—On the 12th inst., at St. Chrysostom's, Everton, Liverpool, John R., third son of Henry J. Rab, Esq., Crown Solicitor, Dublin, to Mary, eldest daughter of the late William Patten, Esq., Whitehead House, Everton, Liverpool.

SCOTT-CROFT.—On the 12th inst., at Kildare, California, Mr. G. C. Croft, barrister-at-law, to Esther M., daughter of Mr. William Croft, of Worcester.

TERRE-NELSON.—On the 10th inst., at the Church of All Saints, Upper Norwood, Henry Terres, of Cambridge, solicitor, to Jane Eliza, eldest daughter of Chas. C. Nelson, of South Norwood, Surrey.

DEATHS.

CORY.—On the 9th inst., at Lugano, aged 54, Charles Cory, Esq., of Hopton Hall, Suffolk, and Town Clerk of Great Yarmouth.

DEXTON.—On the 10th inst., at his residence, Working, James Dexton, Esq., of the firm of Maynards, Markby, and Denton, solicitors, Coleman-st, City.

DRUCE.—On the 6th inst., aged 68, John Druce, Esq., of 10, Dutilleul-square, and Dulwich.

FOLLETT.—On the 8th inst., aged 57, Edward Charles Follett, Esq., eldest surviving son of the late Sir William Webb Follett.

MARTIN.—On the 10th inst., aged 47, Thomas Martin, Esq., of 4, Somers-villas, Wimbledon, and 155, Cannon-street, E.C., solicitor.

Sales by Auction.

IMPORTANT to HOTEL KEEPERS, CAFFIPLISTS, and Others.—The valuable Leasehold Premises, comprising the first-class large HOTEL called The Cornhill, building in 4s. and the good upland farm adjoining, particulars of which have already appeared, will be SOLD BY AUCTION BY MR. W. DEW, at the above HOTEL, on THURSDAY, JUNE 24, 1869, at Two o'clock in the afternoon (subject to further particulars and conditions to be then and there produced). The furniture and stock-in-trade at the hotel may be taken at a valuation by the purchaser.

For plans and further particulars apply to
Messrs. ASHURST, MORRIS, and CO., 6, Old Jewry, London, E.C.;
Messrs. TILLBARD, SON, GODDEN, and HOLME, 31, Old Jewry;
and the Auctioneer, Wellfield House, Bangor, North Wales.

Important Life Interest.

MESSRS. FURBER, PRICE, and FURBER are directed to SELL BY AUCTION at the NEW AUCTION MART, Tottenham-yard, on WEDNESDAY, JUNE 24, at Twelve for One, the valuable LIFE INTEREST of a gentleman, aged 31, with the dividends arising from the sum of £244, 4s. 6d. Consols, standing in the names of Trustees of the highest respectability, together with a Policy for £1000, on the life of the same gentleman.

Particulars and conditions may be obtained at the Mart; of D. KEANE, Esq., 25, Lincoln's Inn-fields; and at the Auction and Estate Offices in Warwick-court, Gray's Inn.

On THURSDAY NEXT.—With Possession.—Important Freehold Estate, close to the town and railway station of Stowmarket, known as Sheepcote Farm, situate in the Parish of Stowupland and Oresting St. Peter, containing 225a. 2r. 39p.

MESSRS. NEWSON and STANLEY beg to announce that they will SELL BY AUCTION, at the King's Head Hotel, Stowmarket, on THURSDAY, JUNE 24, in One Lot, the above very attractive FREEHOLD PROPERTY, comprising a comfortable Elizabethan Residence, and situate within a fine and fertile, and of very productive land. This is one of the most desirable, and running through the centre of it is a tract of rich grazing meadow land, lying most convenient for feeding the arable portions. The farm has been for nearly half a century in the occupation of the present tenants, Messrs. Stearne, who are under notice to quit at Michaelmas next.

For further particulars apply to Messrs. STEWARDS, Solicitors, 49, Lincoln's Inn-fields, W.C., and of the Auctioneers, Messrs. NEWSON and STANLEY, Bury St. Edmunds, and 2, Walbrook, E.C.

On THURSDAY NEXT.—Model Farm.—With Possession.—Very attractive Freehold Estate, known as High Town-house Farm, comprising 22a. 2r. 39p., in the parishes of Ratcliffe and Bretherton, and Felsham, now in the occupation of the proprietor, Mr. Robert Mirrington.

MESSRS. NEWSON and STANLEY are favoured with instructions from the Proprietor (who is retiring from business) to SELL BY AUCTION, at the King's Head Hotel, Stowmarket, on THURSDAY, JUNE 24, Four precisely in One Lot, a most compact PROPERTY, comprising a very neat and convenient farmhouse, suitable agricultural buildings, four cottages for labourers, 225a. 2r. 39p. of very productive land, in a high state of cultivation. This is one of the most complete small estates in the county of Suffolk. The house is moderate in dimensions, possesses every comfort that can be desired, and is surrounded by garden and orchard, and a well-kept, and a most desirable character. The land has been highly cultivated for many years, and every internal fence made to divide the fields into square convenient inclosures, with the facility of a road to everyone. Anyone requiring an occupation in which there is no expenditure necessary for improvements, but a certain return for good cultivation, will find this all that can be desired.

Particulars, with plans and conditions, may be obtained of H. LE GRICE, Esq., Solicitor, Bury St. Edmunds; or of the Auctioneers, Bury St. Edmunds, and 2, Walbrook, E.C.

For Occupation, Investment, or Sub-division, Suffolk.—Valuable Landed Property, near the market towns of Halesworth and Harleston, comprising altogether 52a. 1r. 21p. of productive Arable and Pasture Land.

MESSRS. NEWSON and STANLEY are favoured with instructions from the Trustees of the late John Darnell, Esq., deceased, to SELL BY AUCTION, in July, in Two Lots, valuable ESTATE, known as 11, Street Farm, situate in the parishes of Methfield, Withersdale, and St. James's, in Southelmham, comprising a comfortable farm house, with messuages, brick yard, three sets of farm buildings, and 27a. 2r. 3p. of land, all freehold, except about 80 acres copyhold. Possession may be had at Michaelmas next of 191a. 0r. 32p., in the occupation of Messrs. Godbold, and the remainder (comprising 180a. 0r. 32p.) at the late Michaelmas 1870. Also a very attractive small Freehold Farm (with possession at Michaelmas next, situate at Wingfield and Stradbroke, and known as Hill Farm, in the occupation of Mr. Henry Bullock, including suitable dwelling-house, ample agricultural buildings, and nearly 80 acres of first-rate mixed soil land in a high state of cultivation.

Further particulars of Messrs. POWELL, SON, CROSS, and KNOTT, Solicitors, 9, Staple-inn, Holborn, W.C.; and of Messrs. NEWSON and STANLEY, Land Agents and Surveyors, Bury St. Edmunds, and 2, Walbrook, E.C.

Gloucestershire, on the borders of Monmouth.—The Newland Valley Estate, a beautiful Freehold Property, situate on the banks of the picturesque and romantic River Wye, and in the immediate vicinity of the far-famed ruins of Tintern Abbey, embracing an area of 1101 acres, divided into several farms of fertile arable and meadow, with rich pasture land, having good farm-houses, all necessary agricultural buildings, ample cottage accommodation, and a residence for shooting lodges. The land is in a high state of cultivation, and the soil is of the best quality, and is well stocked with trout and other fish, and a small trout stream flows through the centre of the estate; besides which, packs of foxhounds and harriers meet within easy reach.

MESSRS. NORTON, TRIST, WATNEY, and Co. have received instructions to SELL BY AUCTION, at the MART, London, on FRIDAY, the 15th JULY next, at Two o'clock precisely, in One Lot, the above valuable PROPERTY, which is easy access from Bristol, Gloucester, Hereford, or Shrewsbury, only five hours' journey from London, within two and a-half miles of Monmouth, which is a capital market town, and eleven from Hereford. It is distinguished as the Newland Valley Estate, and is situate in the parish of St. Andrew, and the turnpike road from Monmouth to Chepstow, having a frontage to the river Wye, and adjoining the estates of the Countess Dunraven, Col. Cooke, and others. The farms are let to a very respectable tenantry, but the woodlands and the sporting over the estate are in the hands of the owner. The soil is chiefly deep loam on a sub-stratum of carboniferous limestone, and produces fine barley and root crops, while several of the meadows are improved by irrigation. The property in its entirety offers unusual attractions to the sportsman, and many elevated sites, splendidly timbered and commanding panoramic views of this proverbially lovely district, suggest the erection of a mansion and the formation of a residential estate. There is limestone of fine quality for either building or agricultural purposes, and likewise sandstone of a hard and durable nature.

The estate may be viewed on application to the gamekeeper, Richard Fulker, and particulars obtained at the Beaufort Arms Hotel, Monmouth; or of Messrs. BLAGG and SON, Solicitors, Cheshire, Staffordshire.

Messrs. AUSTEN, DE GRX, and HARDING, Solicitors, 4, Raymond-buildings, Gray's Inn; of EDWIN HEARON, Esq., Land Agent, Beaufort House, near Leek, Staffordshire; and of the Auctioneers, 68, Old Broad-street, London.

In Chancery.—Preliminary Advertisement.—To be Sold, as a going concern, the Inns of Court Hotel, a highly important and valuable Freehold Property, occupying a commanding position in Holborn, and extending to Lincoln's Inn-fields, comprising a noble lofty building, of chaste and elegant design, erected within the last three years, under the superintendence of an eminent firm of architects, at a cost of over £50,000, and fitted and finished, as regards the front portion, with every comfort and convenience for carrying on the business now in full operation and rapidly increasing. The accommodation includes, on the upper floors, numerous light and airy bed chambers, making up nearly 150 beds, dressing rooms, bath rooms, serving rooms, and sitting rooms, and a large hall, and a most principal and secondary stone staircases, paved corridors and passages; on the ground and first floors, noble offices, billiard room, smoking room, private dining rooms, bar manager's and other rooms, arranged round a grand interior court, elaborately decorated in the Lombardo-Venetian style, and paved with Maw's mosaic tiles. The Hotel, upon Sir William Lubbock's principle, worked by a 14-horse power steam engine, and is the work of the building. On the basement are well-arranged domestic offices, including spacious kitchen, servants' hall, coal and wine cellars, engine room, bakehouse, &c. The remainder of the property, situate facing Lincoln's Inn-fields, communicating with, and intended to form a valuable adjunct to the hotel, is at present unfinished, but arranged to contain a large power steam engine, and a most principal and secondary stone staircases, paved corridors and passages; on the ground and first floors, noble offices, billiard room, smoking room, private dining rooms, bar manager's and other rooms, arranged round a grand interior court, elaborately decorated in the Lombardo-Venetian style, and paved with Maw's mosaic tiles. The Hotel, upon Sir William Lubbock's principle, worked by a 14-horse power steam engine, and is the work of the building. On the basement are well-arranged domestic offices, including spacious kitchen, servants' hall, coal and wine cellars, engine room, bakehouse, &c. 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CHARGES FOR ADVERTISEMENTS.

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VOL. XLVII.—No. 1369.

To Readers and Correspondents.

All anonymous communications are invariably rejected.
All communications must be authenticated by the name
and address of the writer, not necessarily for publica-
tion, but as a guarantee of good faith.

NOTICE.

The Forty-sixth Volume of the LAW TIMES, now complete,
may be uniformly and strongly bound at the LAW TIMES
Office for 5s. 6d.

THE
Law and the Lawyers.

MR. HIBBERT intends to bring forward the ques-
tion relating to the salaries of County Court
Judges on Tuesday next, and on a future day
will make a motion relative to the retiring
pensions.

THE LORD CHIEF JUSTICE, sitting at *Nisi Prius*,
has held that the managing body of a charity
to which persons are elected by the purchase of
votes, has complete jurisdiction over such persons
and can dismiss them on the ground of miscon-
duct, although a jury might not consider the
offences alleged against the persons dismissed to
amount to misconduct. His Lordship also ruled
that misconduct is a question of degree, and that
in certain cases a mere non-observance of rules
might amount to misconduct.

MR. BRIERLEY'S proceedings at the Middlesex
Sessions are causing scandals of the most unde-
sirable character. He has at length been actu-
ally carried out of court by the usher. Upon
this scene the *Pall Mall Gazette* comments in
this wise: "We have little doubt that this
'carrying out' system, as applied to barristers
at the Middlesex Sessions, will, if extended,
greatly tend to raise the tone of the Profession
generally. How many a barrister might with
advantage be carried out by a stalwart usher
when the browbeating of a witness has reached
its extreme limit and be deposited in the nearest
gutter." The sessions Bar at Middlesex should
look to itself. There is no reason why a crimi-
nal Bar should not maintain as good a reputa-
tion as the Bars at Westminster and Chan-
cery-lane.

THE opinion of the West-end solicitors in favour
of the Government site for the new Law Courts
is sustained in the press, and the notion seems
to prevail that the Carey-street site is advocated
by a clique whose interests are opposed to those
of the public. The *Daily News* proposes a series
of questions to be answered by those still doubt-
ing. Which of the two could we most conveni-
ently reach? Which of the two could we
better admire? In which of the two could we
hear and see and breathe most freely? Which
of the two would be the more accessible to our
men of business in the City, the West-end, the
Temple, and the country? Which would eventu-
ally be the cheaper of the two sites? And our
contemporary thinks that when these questions
have been answered in the light of the volumi-
nous information already published, the public
will find that there is no mystification about the
question, and will be quite prepared to accept
the Government plan.

TRADES UNIONS BILL.

A DEPUTATION of employers has waited upon the
HOME SECRETARY to ascertain the views of the
Government on this Bill, and to urge that the
subject should be taken up by the Ministry, and
not left to private members. Mr. BRUCE stated
that it was impossible for the Government, amid
the pressure of business now before Parliament,
to undertake to legislate on a question of such
vast importance during the present session. He
admitted, however, that it should be met with-
out unnecessary delay, and he expressed a hope
that it may not be discussed for the present
when nothing could be done, and only irritation
could be produced by it. The Bill embodies the
opinion of a small minority of the commission,
and contains several provisions, the unsatisfac-
tory nature of which has been shown in a com-
mentary upon it published in these pages. When
questioned upon it in the House by Mr. Serjeant
Cox, the HOME SECRETARY promised immediate
attention to the report of the commissioners with
a view to legislation; but other claims have

intervened more clamorous, perhaps, but not less
important than this.

The Trades Unions have resolved to press for-
ward the Bill drawn for them by Mr. HARRISON
and Mr. HUGHES, the dissentient members of the
Commission, and to take the opinion of the House
of Commons upon its provisions. We have
already, in a careful review of the Bill, shown
in what particulars it requires amendment. To
us it appears to be defective in not providing
sufficient power of organisation. Our sugges-
tion was and is that trade societies should be
incorporated, as are joint-stock companies, with
full powers to act in their corporate capacity;
to sue and be sued; to frame bye-laws; to
enforce payment of subscriptions and fines
by their members, and with the same pub-
licity of articles of association, &c., and the
same responsibilities as attach to companies.
We have shown also how the penal clauses of
the Bill are defective in not sufficiently defin-
ing the offences or properly protecting the
public and especially the working people, non-
unionists, against the annoyances to which they
are subjected. As the Bill is to be debated,
we will, next week, return to it. The HOME
SECRETARY, on the part of the Government, has
already protested against a measure of such
great importance being brought forward by
private members, and declared the inability of
the Government to deal with it during the
short remainder of the present session.

THE IRISH CHURCH ABOLITION BILL.

It is understood that a great endeavour will be
made in committee of the Lords to apply a
portion of the surplus fund to the provision of
manse and glebes for the Roman Catholic and
Presbyterian clergy. It would certainly be a
far better use for the money than relieving the
landowners from the charge of lunatics and
criminals. Nothing would so much tend to
produce harmony and contentment between the
rival religions, and so to restore peace to Ireland.

THE ASSESSED RATES BILL.

MR. VERNON HARCOURT spent an hour unprofit-
ably on Monday evening in denouncing a law
which is already condemned, and which it was
proposed to abandon. We presume that he had
got up his speech some weeks ago on the as-
sumption that the compound householder was
still to be retained, and, unwilling that so much
virtuous indignation should be wasted, he let it
off on an occasion when it was altogether uncalled
for, the object of it being then abandoned. It
was another illustration of the folly of writing
speeches and reciting them from memory, instead
of giving utterance to the mind of the moment.

MR. GOSCHEN might, we think, have more
prudently repealed the law than attempted its
amendment. The Reform Acts would have
made ample provision for the supposed difficulty
if the compound householder clauses had been
simply repealed, without more. But Mr.
GOSCHEN'S proposition accomplished the same
end indirectly. The tenant is to be liable only
in case the landlord fails to pay his composition,
and if the tenant should be compelled to pay
the rate he is permitted to deduct it from his
rent. The limit of compounding is determined
at a rental of 20*l.* in London, and 8*l.* in the
country, where it should have been kept at 10*l.*,
as originally proposed by the Bill. The landlord
compounding is to be allowed 25 per cent. for
his trouble and risk—a very liberal commission,
seeing that he will certainly add to his rent more
than the amount of the rates, and that he pos-
sesses a power by which, when the rates take
the form of rent, they can be summarily
enforced. That the parishes will gain largely
by the new arrangement there can be no doubt,
and that all reasonable security is provided for
the tenant against the loss of the franchise is
equally certain. So we trust that this trouble-
some question is fairly disposed of for ever.

PROSECUTORS IN CIVIL AND
CRIMINAL CAUSES.

It seems to be generally admitted that it will
soon become necessary to appoint a public pro-
secutor for criminal matters; and it is our wish
now to suggest that when this question comes
to be discussed in a practical manner, it may
also be considered whether it would not be
advisable to give to poor persons a right to sue

by means of a public prosecutor instead of by the present process of *in forma pauperis*.

But in appointing a public prosecutor it will be well that we should act by the light of experience derived from a sister country, namely, Scotland. The Right Hon. Thomas Francis Kennedy has recently addressed a letter to the Home Secretary, in which he points out what he deems a defect in the Scotch system. "My point is," he says, "that I object to all the initiatory proceedings and inquiries of the Lord Advocate, his deputies, and all procurators fiscal, being conducted in secret—not *coram publico*, that they are in truth secret inquisitions, without practical responsibility to anyone, inasmuch as if inquiries are made no reply or satisfaction will be given; and if information is sought, it is of the essence of the system that it should be denied; and I do not complain that it is denied, while the system of secrecy is maintained; but it is to the *existence* of that system that I object."

Now, in our opinion, secret preliminary inquiries are not, in themselves objectionable, but we quite agree with Mr. Kennedy that it would be desirable that ultimately those preliminary proceedings should be made known. He points out that in many cases the inquiries do not terminate in any result. "The region," he says, "as to which dissatisfaction exists in my mind, is the very extensive region in which no public proceedings are eventually taken, where no account is rendered, where no inquiries are made, and if made would not be answered, and would be looked on as an impertinent interference with official dignity." And he lays it down as a general principle that all inquiries made by the public prosecutors, high and low, ought to be conducted in public, and if under a system of publicity a few cunning rogues should escape, who might be caught in the meshes of the law under the secret system, such a result is far preferable to the absence of that wholesome state of confidence and satisfied public opinion, which a system of openness and publicity can alone create and sustain.

CRUELTY TO ANIMALS.

SOME recent decisions of magistrates have surely gone far beyond the purview of this very wholesome law. In one case the killing, or attempting to kill, a cat that was destroying a flower bed was made the subject of a conviction. In another, the clipping of a terrier's ears in accordance with an ancient, but as we conceive a tasteless and perhaps useless, custom of dog-fanciers. The purpose of the statute was to punish wanton cruelty—that is to say, pain inflicted upon an animal with a cruel intent; or with such inconsiderateness as amounts to cruelty. It might be said that the cat was not killed, only much wounded; but then the question should have been, did the defendant endeavour to kill, and was the wound inflicted in the course of that *bona fide* endeavour? If so, it was, and he had right to kill a noxious animal in the act of destroying his property, he was not rightly convicted. Otherwise, perhaps, if his intent was merely to wound, and not to kill. So with the clipping of the terrier's ears. Was it done with a cruel intent, or with a *bona fide* purpose to do what was deemed, however wrongfully, to be an improvement of the personal appearance of the dog. If that is cruelty within the Act, so must be a hundred other dealings with animals that are supposed, rightly or wrongly, to give them additional value. We need only refer to castration, spaying, the excision of lambs' tails, cutting the combs of cocks, &c., which are cruelties of precisely the same kind as clipping a dog's ears. It might be desirable to put a stop to all or some of these customs; but then it should be done by express enactment, and not under cover of a law designed to punish merely wanton cruelty.

MORE BREAD LAW.

THE loaf question is now pretty well exhausted, and after four times hearing it debated, the Judges must be pleased to think that it will baffle the most sagacious advocate to suggest another point to be sent up by justices for their deliberation. The last number of the LAW TIMES Reports contains two of the latest of these cases, and the reader will be glad to learn what they determined on a question of such general interest as the lawful size of the loaf.

In *R. v. Wood*, 20 L. T. Rep. N. S. 654, the

question again was, "What is Fancy Bread?" The 4th sect. of 6 & 7 Will. 4, c. 37 (the Bread Act), exempts from the penalty for selling otherwise than by weight, bread "usually sold under the denomination of French or fancy bread," and the contention in this case was, whether the exemption extended to bread known as fancy bread at the time of the passing of this Act, but which has since become a common article of consumption. The Court held that it came within the enactment, and not within the exemption, and must be sold by weight, the intention of the Act being to protect the customer in the purchase of bread in common use, but to leave the buyer of exceptional or "fancy" bread to take care of himself. Though loaves baked separately and not in batches were exceptional or "fancy bread," when the Act passed, they have ceased to be so, and therefore the exemption no longer applies to them. Mr. Justice HANNEX dissented from the opinion of the majority of the Court, holding that what was deemed by the Legislature to be "fancy" bread when the law was made should still be deemed such.

In the other case, *R. v. Kennett*, 20 L. T. Rep. N. S. 657, it was held that, where a customer asks a baker for bread by weight, whether he gives him ordinary bread or fancy bread, he is bound to sell it by weight. If he has only fancy bread, he should so inform the customer. But it is not necessary that the bread should be weighed in the presence of the customer, unless so required.

ACTIONS OF LIBEL.

THE number of libel cases which have recently occupied the courts is very remarkable, and proves either that persons are becoming less regardful of the characters of others, or that people are becoming more tenacious of their good reputations. These cases have been furthermore remarkable as raising a new question which will be found in our Reports of to day. That question was whether a writer could speak of a person under a name which he supposed to have been assumed for temporary purposes, and not to be the ordinary name by which any living person was known, could be guilty of libelling a person who really bore the name used.

The case to which we refer was very remarkable. A soldier of fortune had some time ago travelled through Spain, under the name of Gen. Plantagenet Harrison. In the course of his travels he passed through various Spanish towns and cities. Last year a magazine published an article referring to the exploits of Gen. Plantagenet Harrison, but the writer of the article was not aware that the name belonged to any living person, thinking rather from its incongruity that it had been assumed for fraudulent purposes. Certain incidents in Gen. Harrison's life were mentioned, but highly coloured, and he was expressly called a notorious English swindler. A curious argument was put forward on behalf of the defendants, to the effect that the name had been used without any intention to point to any particular individual, and that if a living person happened to bear the name fixed upon by the writer, it was not his fault. An example was taken from one of Mr. Thackeray's novels, wherein is portrayed the character of an absurd barrister named Cockle. There is a living barrister named Cockle, who is at present Lord Chief Justice of Queensland, and the Solicitor-General asked whether that learned gentleman could have had an action against Mr. Thackeray. Mr. Justice Lush, however, drew the correct distinction. If, he said, the character were a mere creation of the brain, a creature of fancy, and bore the name of a living person, no action could lie at the suit of such living person. On the other hand, if a name is used which belongs to a living person, and he is also pointed at by reference to acts done by him and places visited by him it is a libel.

As illustrating the question of privilege in cases of libel, we may refer to a case in our reports of last week, *Spill v. Maule*, in the Exchequer Chamber. There the Lord Chief Justice laid it down that where a plaintiff has done an act which is the origin of the libel, and which is capable of a twofold construction, a claim of privilege may be sustained. His Lordship said, in that case, "The presumption of law, then, *prima facie* being that the letter was, under the circumstances, written without malice, and the only extrinsic evidence, tending to rebut that presumption, being an act of the plaintiff capable of the twofold construction before alluded to, the presumption of the absence

of malice on the part of the defendant, which attaches *prima facie* to the letter itself, must also, we think, prevail in the case of an act done by the plaintiff capable of such twofold construction, and it must be presumed that the defendant, in whose favour the original presumption in point of law exists, took such a view of the plaintiff's conduct in the transaction as induced him honestly to believe that in doing the act in question the plaintiff had been guilty of conduct which the defendant might fairly describe as 'dishonest and disgraceful.'

This decision tends to confirm an opinion which we have recently expressed, that the doctrine as to privilege is at present most unsatisfactory.

MARITIME LIENS AND GENERAL AVERAGE.

IN the case and opinion of counsel which we lately published, on "The Liability of Insurers for Loss by Jettison," it is shown, by reference to Pothier and the German Mercantile Code that in French and German ports merchants have a lien on ship, freight, and cargo arriving for the contribution to jettison of their goods.

The leading American case, *Magrath v. Chase*, 1 Caines, 196, was mainly relied upon by Chief Justice Bovill, in *Dickinson v. Jardine*, as establishing the right of the merchant to recover the total insured value of jettisoned goods from the underwriters, although it established only a right to recover the total contribution which was less than the insured value; and the following argument of counsel in that American case afforded one of the main grounds of the opinion of the Judges of the Court of Common Pleas though not so reported: "It is said we have a right to look, in the first instance, to the insurer, we must take from the captain and others, and then apply to the underwriters for the balance. Is it not a loss, however, from perils of the sea from a general average arising out of the perils? And will the court turn us round for the words of our policy to the captain, because it is said he has a lien on what was to be paid and being our agent, ought to have thus applied? Can he justify holding the ship till the owner of the goods ejected be paid?"

The following American judgment does that the Supreme Court of the United States hold it to be "A settled rule of maritime law, that the ship is bound to the merchandise and the merchandise to the ship for the performance of the obligations created by the contract of affreightment," that it enforces a contribution on the ground of justice and equity, that "The power and duty of the master to retain, and, if needful, to cause judicial sale of the merchandise saved, has long been established," and that this lien a right to enforce a judicial sale, extends to the vessel as well as to the cargo.

The case to which we allude is that of *De Nemours and Co. v. Vance*, before the Supreme Court of the United States, December Term 1856 (19 Howard's Reports, 162). On a voyage from the river Delaware to New Orleans, a quantity of gunpowder was thrown overboard or "jettisoned," for the safety of the ship and cargo. The ship with the residue of her cargo arrived at New Orleans. Mr. Justice Curtis, delivering the opinion of the court, said that when a lawful jettison is made, and the property arrives in safety at its destination, although the shipper has not a lien on the vessel for the entire value of his merchandise jettisoned, "he has a lien for that part of its value which the vessel and its freight are bound to contribute towards his indemnity for the sacrifice which has been made for the common benefit. And this lien on the vessel is a maritime lien, operating by the maritime law as a hypothecation of the vessel, and capable of being enforced by proceedings *in rem*. The right of the shipper to resort to the vessel for claims growing directly out of his contract of affreightment, has very long existed in the general maritime law. It is found asserted in a variety of forms in the Consolato, the most ancient and important of all the old codes of sea laws (see chaps. 63, 106, 227, 254, 269); and the maxim that the ship is bound to the merchandise, and the merchandise to the ship, for the performance of the obligations created by the contract of affreightment, is a settled rule of our maritime law."

In the *United States v. Wilder*, 3 Sumner, 311, Mr. Justice Story likens general average to a

case of salvage where the right of the party arises from services performed for the common safety, and says that "under such circumstances the general maritime law enforces a contribution, independent of any notion of contract upon the ground of justice and equity." "And it gives a lien *in rem* for the contribution not as the only remedy, but as in many cases the best remedy, and in some cases the only remedy; as, for example, where the owner of the goods is unknown. Indeed, it may be asserted with entire confidence that in a great variety of cases, without such a lien, the shipowner would be without any adequate redress, and would incur most perilous responsibility."

Mr. Justice Curtis further observed, referring to numerous authorities, ancient and modern, that the right to general average is dependent on the contract of affreightment, which embraces in effect an undertaking that if the goods of the shipper are damaged for the common benefit, he shall receive a due indemnity by contribution from the owners of the ship, and of the rest of the cargo; that the power and duty of the master to retain, and if needful cause a judicial sale of, the merchandise saved have long been established. And this right to enforce a judicial sale through what we term a lien *in rem*, is not confined to the merchandise, but extends to the vessel. Emerigon (ch. 12, s. 43), speaking generally of an action of contribution, says it is in its nature a real action. It would be extraordinary if the right to a lien were not reciprocal; if it existed in favour of the vessel when sacrifice was made of part or the whole of its value for preservation of the cargo, and not against the vessel when sacrifice was made of the cargo for the preservation of the vessel. On full consideration we are of opinion that when cargo is lawfully jettisoned, its owner has, by the maritime law, a lien on the vessel for its contributory share of the general average compensation; and that the owner of the cargo may enforce payment of it by a proper proceeding *in rem* against the vessel and against the residue of the cargo, if it has not been delivered.

The doubtful English judgment in *Hallett v. Bagfield*, 18 Ves. Rep. 187, was pronounced, as the Court stated, before having had an opportunity to consider the question sufficiently.

Without having recourse to any court of law, it is customary for English merchants to protect themselves, if necessary, in case of jettison, by deducting the value of the jettisoned goods to the settlement of freight on the goods which have arrived, and this, it appears, is often expressly stipulated in charter-parties; and when there is reason to consider an average agreement signed by the receivers of the residue of the cargo, not a sufficient security for their proportions of the general average, an estimate of the general average claim is obtained from an adjuster, and the goods are not delivered until a deposit of the several proportions supposed to be due is paid by each consignee.

In the language of the Supreme Court of the United States, we conclude that it would be extraordinary if the right of lien were not reciprocal, if it existed in favour of the ship against the cargo for loss of masts cut away, or anchors slipped from, and not in favour of the cargo against the ship and freight for loss of cargo jettisoned for the general safety of the property.

On the question of the lien for general average on goods belonging to a government, we have the case of the *United States v. Wilder*, (Circuit Court Massachusetts, May 1838, before Story, J.), 3 Sumner (Chas.), 308. In that case a ship bound from Boston to New York went ashore on Block Island. Much expense was incurred in saving the cargo. Certain goods belonging to the United States Government were brought back to Boston, and the shipowner refused to deliver them up until the contribution of the United States Government was either paid or secured. The Storekeeper of the United States refused to sign an average agreement, and this action was brought to recover the value of the goods.

Mr. Justice Story said: "The sole question is, whether there exists a right of lien for the general average due on the goods belonging to the United States. There is no doubt that the shipowner has such a right of lien against all the goods belonging to the other shippers, that he has a right to retain these goods until their proper share of contribution towards the general average is either paid or satisfactorily secured

to be paid. That is sufficiently apparent from what is laid down in *Abbott on Shipping*, part 3, c. 8, s. 17, pp. 371, 362, and in *Simonds v. White*, 2 B. & C. 805, 811; *Scaife v. Tobin*, 3 B. & A. 523, 528, 529; *The Hoffnung*, 6 Rob. 383; 2 Brown Adm. Law, 201, and *Stevens on Average*, 50, as the universal maritime law. See also *Pother on Maritime Contracts*, by Cushing, p. 76, n. 134. "No case has been cited in which any exception has been made in regard to the United States, nor has any authority been produced to show that it constitutes a known prerogative of any other government or sovereignty."

There may be a just foundation for a distinction as to liens between the case of the Government and that of private persons under certain contracts. But the present is a case of general average, whereas in a case of salvage the right of the party arises from sacrifices made for the common safety, or services performed for the common benefit. Under such circumstances the general maritime law enforces a contribution independent of any notion of contract, upon the ground of justice and equity. And it gives a lien *in rem* as in many cases the best remedy, and in some cases the only remedy, as, for example, where the owner of the goods is unknown. Indeed, it may be asserted with entire confidence that in a great variety of cases without such a lien the shipowner would be without any adequate redress, and would encounter most perilous responsibility.

The learned Judge then pointed out the inconvenience and injury which might arise if the lien for general average did not exist against goods belonging to the United States Government,—that "if there was no lien, there was no remedy to enforce an incontrovertible right;" and afterwards commenting on *The Comus*, cited in 2 Dods. 464; *The Prins Frederik*, 2 Dods. 451; *The Alexander*, 2 Dods. 37; *The Schooner Exchange*, 7 Cranch, 116; *The Waterloo*, 2 Dods. 433, 435; and the *United States v. Barker*, 12 Wheat. 559, he concluded "If there ever was a case which ought to be settled by a court of justice upon principles of right and liberality, this is precisely that case. No court of justice ought to decline to enforce it, unless there be some clear, definite, and incontrovertible prohibition against the exercise of it. Finding, therefore, no such exemption from the ordinary lien for general average as the Government seeks to sustain justified by any general principle or any authority, I am not bold enough to create one."

Lastly, we may add a reference to a case relating to contribution of profit on goods to general average.

In *Strong v. Firemen Insurance Company*, before the Supreme Court of State of New York, in Aug. 1814, 11 Johnson (Wm.), 327, it was correctly argued by Messrs. Wells and S. Jones that where, in an adjustment made at a foreign port, the contributory value of the cargo at the market price on arrival was more than the invoice cost which was insured, the underwriters ought to pay the general average only in proportion to the sum insured, on which they had received a premium. On what just principle, said they, can the underwriters be called on to pay a proportion of general average, not only on the cost of the goods which they have insured, but on the profits also which they have not insured, and on which they have received no premium? The profits might have been separately insured with other underwriters.

This is the correct principle always adopted in practice in England, yet the court decided in opposition to it, and endeavoured in the absence of adjudged cases to show by writers of authority that the settled usage and practice in England for upwards of a century was in conformity with this decision.

SECURITY FOR COSTS BY EXECUTORS AND ASSIGNEES.

It is a most useful power under certain circumstances which enables a Judge to compel a plaintiff to give security for the costs of an action. But it is important that a limit should be fixed to the exercise of his power, and that plaintiffs should not be debarred of their remedies simply on the ground of their poverty.

The principle upon which the courts are disposed to act is illustrated by the case of *Sykes v. Sykes*, 20 L. T. Rep. N. S. 663, C. P., which was an action against an execution-creditor and a sheriff for an illegal seizure and sale. The

plaintiffs, three in number, sued as executors. One of the plaintiffs resided in Scotland, and therefore out of the jurisdiction of the Court, whilst another, who was joined as a plaintiff with his wife, was a discharged bankrupt. In his affidavit the defendant sheriff stated that if the plaintiffs were not compelled to give security, neither he nor the other defendant would be able to obtain their costs in the event of the action being decided in their favor.

The main question in dispute was whether executors are persons who should be required to give security for costs. And this involved a further consideration, namely, whether anyone standing in a position which does not give him a personal interest in the matter in dispute, but rather makes him a trustee, can be compelled to give security. It was contended for the defendants, that at least executors residing out of the jurisdiction should be compellable to give security. The case relied for upon this proposition was that of *Chevalier v. Finnis*, 1 Brod. & B. 277. There the head note is, "plaintiffs who live out of the jurisdiction of the court may be compelled to give security for costs, though such plaintiffs sue as executors." Chief Justice Dallas said, "The general rule is, that if the plaintiff lives out of the jurisdiction of the court, he must give security for costs if application to that effect be made at a proper stage of the proceedings. My brother Hullock has attempted to distinguish this case by saying that the plaintiffs, as executors, would not be liable, and, therefore, security is only nugatory. If the law be so, that the plaintiff cannot be liable, the inference drawn is correct; but the plaintiffs may be liable though they do sue as executors. I think, therefore, security ought to be given."

Another authority quoted on the same side was that of *Chamberlain v. Chamberlain*, 1 Dowl. 366. There the court ordered security for costs to be given, but Mr. Justice Taunton said, "The security will, of course, be confined to such costs as she would be liable to in point of law." And in the 16th volume of the *LAW TIMES Reports* there are two cases bearing on the question. These cases—*Smith v. Saunders*, at p. 386, and *Lerssen v. The Monmouthshire Railway and Canal Company*, at p. 289—refer to insolvent persons out of the jurisdiction. In the first case the plaintiff had executed a deed of insolvency for the benefit of his creditors without assignment. The defendant applied to the court that he should give security for costs, and Chief Justice Bovill said, "This action is brought by the plaintiff with the consent of the inspectors and in accordance with the provisions in the deed, and may be said practically to be under the direction of the Court of Bankruptcy. I think, therefore this is a case in which the defendant may claim security for costs." In the latter case the plaintiff was an administrator under Lord Campbell's Act for the benefit of the deceased's widow and children, and the court refused to order security for costs to be given merely on the ground that the plaintiff was suing wholly for the benefit of others. Baron Bramwell said, "The rule is not to order security for costs unless it is shewn that the plaintiff, besides being merely the nominal plaintiff, is also in insolvent circumstances." And Baron Martin observed, "I do not mean to say that we ought not to interfere if there was shown to be anything like practice in the matter, and a poor person had been made administrator for the purpose of preventing the defendants obtaining costs, but as that is not suggested here it seems to me that the present application cannot be supported."

The rules relating to the practice in this matter as regards insolvent persons are collected in a note at page 432 of 1 East.

In *Webb v. Ward*, 7 T. R. 296, an uncertificated bankrupt in whose name an action of trover was brought (though in reality under the direction of the assignees), was required to give security for the costs, Lord Kenyon saying that the court would not lay it down as a general rule that an uncertificated bankrupt must in all cases give such security, but that it was fair to require it where the action was brought for the benefit of the assignees. And in *Tidd's Pract.* 446, a case is mentioned of *Sutton v. Sutton*, Trin. 38 Geo. 3, where, upon the general ground the court doubted whether an uncertificated bankrupt bringing an action should be compelled to give security for the costs, and ordered it to stand over till the following term.

In the recent decision of *Sykes v. Sykes* we have the practice clearly established. Chief Justice Bovill delivered a careful judgment. He said: "It is quite true that Shaw is insolvent, and not able, if the action fails, to pay the costs of the other side, but that is not sufficient of itself. It must be shown also that he is a nominal and not the real plaintiff in order to be compelled to provide security. Under this rule it generally happens that the real plaintiff becomes security for the person in whose name the action is brought. As far as I know, however, this rule has never been applied to executors or to assignees in bankruptcy; and it seems to follow reasonably that it should not so apply, because although there may be legatees under the will they may not obtain their legacies. This is, therefore, quite a different case from that of a man suing in the name of another. So in bankruptcy no one creditor might think it worth while to be security for an assignee. No case has been referred to which is an authority for either assignees or executors being ordered to give security on the ground of their not being in a position to pay costs, and of their suing for other persons. On the contrary, an executor out of the jurisdiction was ordered to give security in the same way as an ordinary plaintiff might be so ordered in the case of *Chevalier v. Finnis*, 1 B. & B. 267, on the ground that the plaintiffs might be liable, though they did sue as executors. Here likewise they sue in the character of real plaintiffs."

And Mr. Justice M. Smith was equally explicit. "The plaintiff who has a beneficial interest," he said, "must not sue through the instrumentality of an insolvent nominal plaintiff. But an executor stands in a different position; he succeeds as the representative of the testator, and is entitled to his estate; whilst he continues such representative, no one else is so entitled; he sues for this purpose in his own right, and he obtains the benefits of the action. We should be acting in a manner contrary to what is just between the parties, if we held that an executor must give security for costs merely because he is insolvent; and, further, we should be making a new practice. The Legislature has interfered to protect persons from trivial actions of a certain kind when brought by persons without any visible means, but provision has been made by the 10th section of the County Courts Act 1867 in so guarded a manner, that I think we should not be justified in extending the rule."

The case of Scotland manifestly does not wholly apply, inasmuch as in that country coroner's inquests are unknown. But as inquests relate only to cases of suspected non-natural deaths, the region beyond such cases lies open to the application of the principle advocated by Mr. Kennedy.

LETTERS OF REQUEST.

(Continued from page 125.)

Or the many cases decided on this statute the majority are on attempts by the higher ecclesiastical courts to usurp the jurisdiction of the inferior. Of these *Doctor James's case*, Hob. 17, is an example. There a prohibition was moved for on the part of the Bishop of Winchester to restrain the judge of the Audience Court of Canterbury from citing men from the remotest parts of the diocese of Winchester, "being sometimes sixty miles; and further, if they keep not their day and hour of appearance, they are excommunicated, and then cannot be absolved, except they will yield to the transmitting of their cause into the Archbishop's Court, whereby the stat. 23 Hen. 8 is utterly illuded." The archbishop answered that "no such art of transmitting was used," but urged that his holding the court complained of was lawful, "for the archbishop may sit in any diocese of his own province, and may hear causes arising within that diocese by his prerogative, for he hath a concurring jurisdiction with the inferior ordinary." The court, however, decided that the "transmitting causes as above was expressly against the statute; that the party hath a kind of wrong, for he is deprived of an appeal which he should have had if the cause had begun with the inferior ordinary;" and that the supposed concurrent jurisdiction was "not as he was archbishop, but as he was *Legatus Natus* to the Pope, and then that power ceased being abrogated with the Pope."

Another case showing the determination of the Judges to restrain the assumption of jurisdiction by the higher Ecclesiastical Courts is that of *Jones v. Jones*, Hob. 185. There "the Chancellor of the inferior ordinary did make request to the Dean of the Arches to take the cause to his hearing, and the reason given of sending it up was that the cause (being indeed a cause of *modus decimandi*) was so difficult that the plaintiff could have no sufficient counsel there for that cause." And the question, on a motion for a prohibition, was whether such transmission of the cause was warranted under the statute of Hen. 8 as a case in which the law, civil or canon, doth affirm execution of such request to be lawful or tolerable." Two civilians were sent for to give their opinions on the point, and they said that by the canon law the archbishop is restrained from calling causes from the ordinary against the latter's will except in specified cases. "Yet the law left it in the absolute power of the ordinary to send the cause to the archbishop absolutely at his will without assigning any special reason." But the court overruled this opinion, saying that "to expound the statute thus, that the ordinary may at his will and pleasure send the subject from one end of the kingdom to the other without cause is both against the letter of the statute and eludes it utterly," for "the purpose of the statute was to provide for the ease of the subject more than for the jurisdiction of the ordinary. . . . And this very clause of referring after it begins with referring generally, it checks it with this, 'that to be done in cases only,' &c., 'which were a vain correction,' if it left it as general as before, i.e., if it were lawful or tolerable in all cases without cause." The above case then shows that a matter could be sent by a bishop to the Court of Arches, or jurisdiction be accepted by the latter only where there was some good ground.

There are, however, other cases which seem at first sight to show that the Court of Arches must accept letters of request without considering whether there is good ground for the transmission of the cause to the higher court.

Such are *Butler v. Dolben*, 2 Lee, 312, and *Pelling v. Whiston*, 1 Com. 199. *Butler v. Dolben* was a suit for jactitation of marriage, brought as father and natural guardian to a minor, in the Arches, by joint letters of request from the Chancellor of London and the Commissary of Bucks. The defendant appeared under protest for two reasons: (1) That the letters of request being from two Judges, were illegal, and the jurisdiction could not be founded without the consent of both plaintiff and defendant; (2) because the father had no interest and could not bring the suit. The first point only was argued and Sir George Lee (Dean of Arches) held that the Arches Court had jurisdiction by virtue of the joint letters.

The judgment begins by answering the objection that the parties had not consented to the devolution of jurisdiction thus: "I was of opinion that the jurisdiction of the Court of Arches was now entirely settled by stat. 23 Hen. 8, c. 9; that the Arches is empowered by that statute to take original cognisance, by virtue of letters of request, of such causes as the civil and canon law allowed the inferior Judge to devolve to the superior, which are those that are called arduous cases, of which matrimonial were always esteemed the chief, that the statute vested the power of devolving in the Judges, without mentioning consent, either by the bishop or parties—that, in fact, the bishop's consent was never required, and that if the parties' consent had ever been deemed necessary there hardly could be a cause commenced here by request, for the defendant almost constantly desires as many opportunities of appealing as possible, for delay." The learned Judge then proceeds, evidently answering Dr. Bettesworth, who had said in argument that "the granting and receiving letters of request was discretionary." "As to the discretion of this court whether it shall accept or refuse letters of request when granted by a proper Judge, the delegates held, in the case of *Pelling v. Whiston*, that the Dean of Arches was bound to accept them *ex debito iustitiæ*." This observation, it will be seen, is a mere *obiter dictum*, unnecessary for the decision of the cause, and when the case of *Pelling v. Whiston*, 1 Com. 199, is considered, it does not support the proposition that Sir George Lee deduced from it.

As Sir Robert Phillimore remarks, "the case of *Pelling v. Whiston* was a singular one, hap-

pening at a time of great political excitement, in which the Church was largely concerned." The judgment in Convocation against Whiston's writings had no practical result, and it was desired to obtain the decision and action of some competent tribunal on a charge of heresy. Whiston dwelt within the exempt peculiar jurisdiction of the Dean and Chapter of St. Paul's, the commissary of which (Dr. Harwood), at the instance of Dr. Pelling, sent letters of request to the Arches, requesting Dr. Bettesworth to call Whiston before him and to hear and determine the cause. Dr. Bettesworth replied, recommending the commissary to "proceed as in other matters of ecclesiastical cognizance, there being no suggestion of any reason why the cause should not be brought before the proper ordinary" (i.e., the Bishop of London). Dr. Harwood then sent new letters of request, giving as a reason that "it may be doubtful whether he as a commissary of the peculiar jurisdiction can proceed to a final hearing or inflict proper punishment," &c. Meanwhile Dr. Pelling prayed a citation under sect. 4 of 23 Hen. 8, c. 9.

Dr. Bettesworth held a court to consider these two points: first, whether these letters of request ought to be accepted, coming as they did from the commissary of the peculiar jurisdiction of the Dean and Chapter of St. Paul's; secondly, whether he ought to grant a citation under sect. 4 of the statute of Hen. 8. And he decreed "that letters of request lie not before him, because in the case of heresy the bishop of the diocese hath jurisdiction in places otherwise exempt within his diocese; and, notwithstanding the Statute of Citation, the heretic may be cited to appear before him upon letters of request from the judge of the peculiar, &c., and therefore he cannot decree a citation," &c. The grounds of the decree are obvious, and show that Dr. Bettesworth considered not that he might, but that he must refuse both the letters and the citation; for if the Bishop of London had jurisdiction, then the letters of request from the Commissary of St. Paul's did not come to him from the proper court, since the intermediate jurisdiction of the bishop had been skipped over, and the citation could not be granted, for in the words of sect. 4 of 23 Hen. 8, the archbishop can only cite on consent of the "bishop or other ordinary immediate thereunto," i.e., whose jurisdiction immediately precedes that of the archbishop.

Dr. Pelling appealed to the delegates against this decree, and the delegates "reversed the sentence and citation, and ordered Mr. Whiston to appear before them." The reasons for the reversal are not given, but from the line of the argument in the cause, it seems probable that the delegates determined not that Dr. Bettesworth must, but that he might, accept the letters of request, and this on the grounds that the Bishop of London had no jurisdiction, and therefore the letters of request and citation would be good without his intervention. And this view receives confirmation from the fact that the delegates assume jurisdiction themselves. Had they thought Dr. Bettesworth bound to accept the letters or issue a citation, they would, doubtless, have remitted the case to the Court of Arches. But if he thought that he was not so bound, then, on the supposition that the bishop had no jurisdiction, the case would have had to be heard in the first instance before the Commissary of St. Paul's with consequent delay, and the further objection that the commissary would have been unable to inflict on Whiston a sentence of degradation or deprivation.

Then we have to consider the effect of the Act for better enforcing Church Discipline (3 & 4 Vict. c. 86).

From the debates during the progress of the Bill through Parliament (see Hansard, vi. 54, 55), it would appear that the design of the Act was to give facilities for disposing of charge without litigation on a commission of inquiry, or for hearing the charge before the bishop with competent legal advice, or for transmitting the case to the Arches by letters of request: (Hansard, vol. 55, p. 74). The Bill in the shape in which it was originally introduced in the Lords would have had the effect of bringing all charges in which clergymen were accused of improper conduct before the Court of Arches, but this Bill was altered to the present shape in consequence of much opposition from the bishop. As the Bishop of Exeter observed on the second reading of the later Bill, "The difference between the two measures was that in the latter

the bishops, while in the former the Court of Arches, was the source of jurisdiction."

But there is no indication of any intention to make the jurisdiction of the Arches compulsory. And on the face of the Act itself there is no such indication. The preamble is, "Whereas the manner of proceeding in causes for the correction of clerks requires amendment," and the provisions are directed to this. But so far from the jurisdiction of the Arches being made compulsory on letters of request, sect. 11 makes such exercise of jurisdiction less necessary, since it secures that a hearing before a bishop shall be with three competent legal assessors.

And sect. 13 enacting that the bishop may, where a clerk is "charged with an offence under the Act," "in any case, if he shall think fit, . . . send the case by letters of request to the court of appeal of the province," &c., contains nothing which can be construed to mean that the acceptance of the letters is obligatory on the court of appeal.

The conclusion is, then, that the Dean of Arches had and retains a discretion whether he shall accept or refuse letters of request, and that in the exercise of that discretion he will be guided by the consideration whether the devolution or waiver of jurisdiction by the inferior court is for the interests of justice.

This brings us to the second and third reasons assigned by Sir Robert Phillimore for refusing the letters in the present case, viz., that no grounds are stated in the letters, and that the charge being one of heresy, can be better investigated by the bishop.

Now, as to stating grounds for sending the letters of request, there seems, since the Church Discipline Act, to be some difficulty. In a form given in Oughton (ed. 1738, 4to; vol. ii., p. 465), for "*Litæ requisitoriales, ab ordinario loci, pro litis prosecutione in alia diocesi*," the reason assigned by the ordinary for sending the letters is that "*Nos considerantes hujusmodi causam esse arduam magnique momenti, perpendentes que non esse in partibus nostris tam facilem jurisdictionem copiam, &c.*" And a form given in Chitty (Gen. Pr. vol. ii., p. 497), alleges that the transmission of the case to the higher court will be of advantage to the parties "not only from the able assistance they can have of counsel in the said Arches Court of Canterbury, but as the same will be also a more ready and expeditious way for the hearing and finally determining the said cause."

In these forms the allegation that the court above would have the advantage of legal assistance, is substantially the reason assigned, this assistance being especially necessary in "arduous causes." And Burn (Eccl. Law by Phillimore, vol. iii., p. 224, n.), considers this allegation so important as to say that the judge of the Arches Court would refuse to accept letters of request from the Consistory of London, or the Court of the Dean and Chapter of St. Paul's or Westminster, because the reasons therein alleged, viz., "the better assistance they can there have of advocates and proctors," would be inapplicable.

But at the present time, and since the provisions, by sect. 11 of the Church Discipline Act, the allegation of lack of legal assistance on trial of a case in the bishop's court, would seem to be merely formal and useless.

Now, Sir Robert Phillimore admits that though no grounds are formally stated, yet if it appeared "from the nature of the case that justice would be so promoted," he would accept the letters, and he adds that he has accepted letters on charges of immorality against clerks, "because there is a manifest advantage both to the parties and to the Church, that a court of law, accustomed to the oral examination of witnesses, and to the investigation of evidence, and aided by the assistance of able counsel, should deal in the first instance with such cases. But," he proceeds, "the present letters of request are tendered to me in a matter of alleged heresy connected with some of the most awful mysteries of our religion. Surely that is a case in which, of all others, the bishop ought to exercise his jurisdiction."

Charges of heresy in early times were usually dealt with in Convocation, though the bishop doubtless had jurisdiction. The statute *De Hæretico Comburendo* (2 Hen. 4, c. 15) gave authority to the bishop to convict of heresy, and on refusal to abjure or relapse, to hand over the offender to the secular court to be condemned to be burnt. This statute was amended by 25 Hen. 8, c. 14, which recites that it is "not

reasonable that any ordinary, by any suspicion conceived of his own phantasy without due accusation or presentment, should put any subject to the infamy and slander of heresy, and to the peril of life, &c.," and enacts that stewards, in their leets, shall inquire as to heretics, and shall make presentment thereon to the bishop, the proceedings to be as before justices of the peace.

And we have seen that by the stat. 23 Hen. 8, c. 9, s. 4, the archbishop could cite, on a charge of heresy, without waiting for letters of request. It appears, therefore, that charges of heresy were then considered as especially fit for trial by the court of the archbishop, or by that of the bishop, only under restrictions. This was partly attributable to the severe sentences consequent on a conviction for heresy, but also to the difficulty in the investigation of the charge.

Now, Sir Robert Phillimore in saying that charges of immorality are better tried by the Court of Arches is obviously right. These usually resolve into mere questions of fact on conflicting evidence. But why he should think that heresy can be better judged by the bishop is not so clear. The charge of heresy here will be a mere question of construction. There will be no question of fact, as there might have been had the alleged heresy been in words or writing, of which the accused denied the authorship. Here, the passages containing the alleged heresy are fully set out in the letters of request, there will be no dispute as to authorship, and the only question will be whether the passages contain "doctrine directly contrary or repugnant to the articles and formularies of the Church of England." This is a question of construction only, and one that a lay Judge would probably come to with less prejudice and be more competent to determine than a bishop: (See *Ex parte Denison*, 4 Ell. & Bl. 294.) On the whole then, granting that the Court of Arches has a discretion to accept or refuse, yet, as the learned Judge of that court in the present case has stated the grounds on which his discretion in favour of refusal has been exercised, the Judicial Committee will have to consider whether the grounds stated are sufficient to support his decision; and though the committee will doubtless be cautious in interfering with the exercise of the discretion of the Judge below, it will on the other hand, in all likelihood, be cautious in deciding that, after the report of a commission of inquiry in favour of the prosecution of the charge, proceedings against the accused of heresy must, in the first instance, be taken in the bishop's court.

If a charge of heresy be not so, what is to be considered an "arduous cause" so as, according to the old rule of the canon law, to justify the devolution of jurisdiction from the court of the ordinary to that of the Arches?

Any argument in favour of a bishop being the Judge, in the first instance, on questions of heresy, would apply at least as strongly to questions of ritual; yet of the latter the Dean of Arches has not hesitated to accept jurisdiction under letters of request.

SAYINGS AND DOINGS OF THE COURTS.

[CONTRIBUTED BY THE REPORTERS OF THE SEVERAL COURTS.]

HOUSE OF LORDS.

THE *Shedden* case was on Tuesday last (the twenty-first day of Miss Shedden's opening address) adjourned *sine die*. On the previous Friday, when Miss Shedden came to the bar, the Lord Chancellor warned her that their Lordships would hear not a single word more on the facts, and that she must confine herself to three questions, first, the improper reception or rejection of evidence in the court below; secondly, the fresh matter on the affidavits; and, thirdly, the motion for a new trial. Miss Shedden urged that there was no standing order of the House to stop her speech on other matters, but the Lord Chancellor was firm; and last Tuesday, when Miss Shedden came to the bar of the House, their Lordships said that they had determined on no account to allow her to go on beyond that day; that other suitors had been put to great inconvenience, and that all omissions of fact or law must be supplied by her father, who could follow her. The only other noticeable point in this case is, that Miss Shedden has been confined

to Sir Cresswell Cresswell's notes of the evidence taken in the Divorce Court, both in her examination of the inferences drawn from that evidence, and her objections to the reception or rejection of the evidence of particular witnesses. Miss Shedden contended that the application of this rule did her much injustice, because the judge's notes contained much of the evidence incorrectly, or so imperfectly as to give a wrong impression, while marginal comments of the judge such as "stuff" and "nonsense," showed the *animus* which affected him. And, further, that if she should be excluded now from objecting to any evidence unless the objection was made in the court below and appeared on the judge's notes, there would be a wrong to her because her counsel made various objections which the judge overruled without recording. Miss Shedden wished to verify her assertions by reference to the shorthand writer's notes of the trial, but their Lordships refused to allow it. Miss Shedden observed that it would be a lesson to the Bar to insist that the judge should make a note of every objection made.

On Monday a committee of privileges met. In the *Balfour of Burley Peerage* case, it was resolved, after counsel had been heard and witnesses examined, that Alexander Hugh Bruce, of Kennet, had made out his claim to the title and dignity.

The *Wicklow Peerage* claims were also heard. The late Earl of Wicklow died in March last, without male issue. One of the present claimants, Charles Francis Arnold, is the son, by a second marriage, of the Hon. and Rev. Francis Howard, an elder brother of the late earl. The other claimant is an infant five years old, who is alleged to be the legitimate son of the late William George Howard (the eldest son of the Hon. and Rev. Francis) by a lady named Richardson, whom he married in 1863. A petition had been presented to the House on behalf of each of these petitioners, in the latter case by Mrs. Howard, as the infant's mother and guardian. Sir Roundell Palmer addressed the committee and examined witnesses in support of the first claim. A gentleman, who said that his name was De Bordenave, and that he was a foreigner, without a profession, then applied, under the authority of Mrs. Howard, who was present, to cross-examine one of the witnesses, but the committee told Mrs. Howard that she could not be heard by a person who was neither counsel nor solicitor. The Lord Chancellor observed that it would be most dangerous to relax the rule that persons appearing at the bar for parties must be under professional restraints. It was then suggested to Mrs. Howard, who said she had no means to employ counsel that she should petition the House to be allowed to appear *in forma pauperis*, when counsel would be assigned her. The committee adjourned till July 12th next, in order to give Mrs. Howard time to present such a petition.

JUDICIAL COMMITTEE OF THE PRIVY COUNCIL.

On Friday, June 18, Lord Romilly delivered the judgment of the Committee in the case of the *Maggie Leslie*, on appeal from the Admiralty Court. The *Maggie Leslie*, when in a disabled state off Gaspar Island, in the East Indies, was sighted by the *Fusi Yama*, a barque on a voyage from Shanghai to London with a cargo of tea and silk. The crew of the *Fusi Yama* cleared the wreck of the *Maggie Leslie*, got her under weigh, and subsequently after much delay she reached Batavia safely. The Admiralty Court at Batavia awarded 110,000 florins as salvage to the owners, master, and crew of the *Fusi Yama*, and that amount was remitted to the appellants, the owners of the *Fusi Yama*. The master, officers, and crew then instituted a cause for distribution of salvage against the owners in the Admiralty Court here, and it was agreed between the parties that the amount to be distributed should be taken at 8250*l*. Sir Robert Phillimore awarded 1400*l*. to the owners, and 6850*l*. to the master, officers, and crew (eighteen men in all) in different proportions. The owners appealed against this award, and contended that they had run great risk and loss by reason of the liability of the policies of insurance on the *Fusi Yama* to become void, and the liability to the owners of the cargo (worth 60,000*l*.), and that they were entitled to a larger proportion. Lord Romilly said that the Court of Appeal was always unwilling to interfere upon a question of mere discretion. This was a rule that had been lately acted upon by the Judicial Committee in the *England*, 20 L. T. Rep. N. S. 46, and there were here no circumstances to justify a variance of the judgment below (such as was made in the *Chetah*, 19 L. T. Rep. N. S. 621), though possibly the committee might have made a different apportionment had they decided the case in the first instance.

The only other noticeable Admiralty appeals during the past week were the *Lion* and the *Germania*. The *Lion*, in ballast from London to Hull, ran into the *Yorktown* off Blackwall. The *Lion* was at the time in the charge of a duly licensed

pilot, and the collision was admitted to have been by his default. The question then arose whether the owners of the *Lion* were excused from liability on the ground that they were compelled by law to have a pilot on board and in charge. The answer to that question, by sects. 303, 354, 379, of the Merchant Shipping Act 1854, depended on whether the *Lion* was or was not carrying passengers, pilotage being compulsory in the former and not in the latter case. It appeared that the master of the *Lion*, had, before starting from London, taken on board for conveyance to Hull, his wife and her father, who were on board at the time of the collision. The master had been forbidden to carry anyone, other than the crew, without payment of fare, except by the permission of the owners. No such permission had been given here, and no fare was paid till the *Lion* reached Hull, of course after the collision. Sir Robert Phillimore considered (see 18 L. T. Rep. N. S. 803) that the payment of a fare is necessary to constitute a "passenger," so as to impose the obligation of taking a pilot on board; that the subsequent payment of fare in this case was merely with the object to convert the persons into passengers, and so obtain exemption from liability for the collision; and so held that the *Lion* was not exempt from payment of damage by reason of having a compulsory pilot on board at the time of the collision. The appeal from this decision was argued on Wednesday and Friday week. Judgment was reserved.

The *Germania*, on Monday, was the last of the Admiralty appeals that will probably be taken this session, and the committee reserved judgment on the question whether a barque, damaged by a collision with the *Germania*, was carrying at the time lights so placed as to comply with the order of regulations as to navigation.

The appeal of *Shepherd v. Bennett and Phillimore*, from the Arches Court was heard last Saturday. It will be remembered that Mr. Bennett, the vicar of Frome Selwood, was charged by one of his parishioners, Mr. Sheppard, with the publication of heretical doctrines, contained especially in an essay contributed to the volume called "The Church and the World." After the report of a commission of inquiry, authorised by the Bishop of London, the Bishop of Bath and Wells, as the bishop of the diocese in which Mr. Bennett held preferment, sent the case by letters of request to the Arches Court. The judge of that court (Sir R. Phillimore) refused to accept the letters of request, on the ground that he had a discretion to accept or refuse, and that a refusal was proper when no grounds for acceptance were stated, and because a charge of heresy is better investigated by the bishop in the first instance. The case is fully reported in 20 L. T. Rep. N. S. 623. The Judicial Committee (following the arrangement of the subject in the judgment of the court below) said that there were two points for argument: 1st. Whether the Dean of Arches had a discretion before the Church Discipline Act? 2nd. Whether he had such discretion since that statute? and they proposed that counsel should argue the second of these points first. Mr. A. J. Stephens, Q. C., argued for the appellant: that the Dean of Arches must accept letters coming from a proper court, the sending them by the bishop at once setting the Superior Court in motion. The Church Discipline Act, by sect. 13 taken in connection with other sections and on the whole view of the statute, was intended to vest a discretion as to sending letters of request, but to make the acceptance of them when sent compulsory on the Arches Court. As to no grounds having been stated in the letters for their acceptance, various precedents for this were cited. And the learned counsel concluded by questioning the correctness of Sir R. Phillimore's opinion that cases involving doctrine, unlike charges of immorality against clerics, would be best decided in the first place by a bishop. Mr. Walter G. F. Phillimore argued for the Dean of Arches (Mr. Bennett was unrepresented) that if it were held that, since the Church Discipline Act, the Court had no power to refuse letters of request, a great burden might be thrown on the court by the perpetual devolution of jurisdiction by bishops. All that Sir R. Phillimore had done here was to require that proper ground should be stated for his acceptance. The Arches Court clearly had a discretion before the Act, and there was nothing in the Act which could be construed to take away that discretion. By letters of request the office of the judge was promoted, and this could only be by his consent. Several cases were cited to show that since the Act on charges of heresy the bishop had, with only one exception, acted in the first instance. At the conclusion of Mr. Phillimore's argument the Lord Chancellor intimated that the committee would take time to consider, and that notice would be given to Mr. Stephens, if it were thought necessary to hear a reply or further arguments. No day has as yet been named for judgment or further hearing.

Monday was occupied with petitions of no special interest.

On Tuesday, the case of the *Queen v. Murphy*, on appeal from New South Wales, was heard, raising the novel question whether a jury before verdict may read newspapers containing reports of the trial. In Aug. 1867 Murphy was tried in the colony for the murder of one Hassen at South Creek in 1865. The jury were locked up for three days, and were then discharged without a verdict. In the following September Murphy was again tried by another jury, and on a verdict of "guilty" was sentenced to death. While this second trial was going on, the jury, in charge of the sheriff's bailiff, were kept at an hotel, and were allowed to read, and some of them did actually read, reports of the evidence given from day to day in the newspapers. The reports were headed, the "South Creek Murder Case," and in one instance it was stated that "the witness was cross-examined, but was not shaken in his evidence." Subsequently, a rule was granted calling on the Crown to show cause why a *venire de novo* should not issue. This rule was made absolute, and on the record an entry was ordered that the jury had been improperly allowed the free use of the newspapers of the day containing reports of the trial. Against this order the appeal was brought. The matter was elaborately argued by Sir Roundell Palmer for the Crown, and by the Solicitor-General for the prisoner. The chief authorities relied on will be found in Russell on Crimes (vol. 1, p. 264, "Embracery") and in *Reg. v. Bertrand*, 16 L. T. Rep. N. S. 752. Judgment was reserved.

On Wednesday, the Indian appeals were commenced.

V. C. MALINS' COURT.

During the first two days of the sittings after Trinity Term, a few cases have been disposed of in this court which deserve a note.

First, *The South-Eastern of Portugal Railway (Limited)*, which has occupied the court on several former occasions, came on upon a motion to restrain the contractors, Messrs. Waring, from taking proceedings in Portugal in respect of a claim of \$4,000, the balance due to them under their contract; there being a sum of \$28,000, in Portugal, which in some sense might be regarded as assets of the company. The railway having been formed, under the contract with the Government, they were in a position to seize, and had, as it was alleged, seized, a portion of the property, and it was stated that the only reason why the whole was not confiscated was, that a loan was being negotiated in this country. Under these circumstances a winding-up was determined on, and was now being prosecuted under the direction of the court, and the Vice-Chancellor decided that the official liquidator should have power to act under the 96th section, a compromise with the Government being of the last importance. Subsequently, on appeal, a creditor's representative was suggested and had been appointed, and now appeared and supported the motion against Messrs. Waring. After considerable argument, the Vice-Chancellor was of opinion that the proceedings in Portugal were such as were in contravention of the Companies Act 1862, which enacted that no action, &c., should be brought after the commencement of the winding-up, and that all attachments, executions, &c., should be void. Here what was done was, in fact, an intercepting of the money which might belong to the company, and if this was allowed, a number of creditors, by proceeding in a foreign country, might prevent the official liquidator from getting anything. Therefore, the motion must be granted, without prejudice, however, to the right of Messrs. Waring (if any) to any funds coming to the hands of the official liquidator from any property in Portugal.

The next case was the *Land Shipping Company (Limited)*, which came on upon a summons to remove the name of David Jones from the list of contributories, his case being that he made no application, never had an allotment, paid nothing, received nothing, and did nothing. On the part of the official liquidator, it was said that he had appeared by a solicitor, and had never done anything until a four-day order had been made. Moreover, it appeared in evidence that his solicitor claimed immunity for him on the ground of having been induced to take shares on fraudulent representations. This appeared in affidavits filed very recently, which Mr. Jones's counsel elected not to ask for time to answer. Mr. Jones was a creditor for 700*l.*, and the call was for 100*l.* The Vice-Chancellor was of opinion that, although the mere omission to show cause against being on the list was not in itself sufficient to preclude a person from getting off the list, here it was clear that Mr. Jones was a shareholder, he in fact had appeared by his solicitors, and admitted it, because he said by them that he was induced to take the shares by fraud. It was clear he knew perfectly what was going on, and must be retained on the list, and his application must be refused with costs.

EXCHEQUER CHAMBER.

In the Court of Exchequer Chamber on Monday and Tuesday, the 21st and 22nd inst., the case of *Climie v. Wood* came on for hearing on appeal from the Court of Exchequer. The question at issue between the parties was the title to a steam engine and boiler. It appeared that the plaintiff's uncle had been the owner of certain land which he had purchased for building purposes. Upon this land he had put up a steam engine and boiler for the purposes of his business as a builder. The boiler was secured in its position by brickwork without the removal of part of which it could not be removed, and the engine was fastened by screws to planking let into the ground. An engine-house was built over the whole. There was evidence on both sides, more or less conflicting, as to the extent to which the engine and boiler were structurally annexed to the freehold, but the jury found in answer to questions left to them at the trial that they were trade fixtures and were removable without appreciable damage to the freehold. The land upon which the engine and boiler stood had been mortgaged in general terms, and the main question was whether the engine and boiler passed by this mortgage to the mortgagees. Upon the findings of the jury the learned judge ordered the verdict to be entered for the defendants, and the Court of Exchequer affirmed his ruling, holding that the articles in question passed to the mortgagees; and against that decision the plaintiff appealed to the Court of Exchequer Chamber. Mr. Denman, Q. C., with him Mr. Simpson, argued for the appellant; he contended that the question was one of fact for the jury, and depended upon the intention of the parties; if chattels were affixed not for the benefit of the inheritance but for the better use of the chattels themselves, then they did not go to the owner of the freehold, but remained the personal property of the person affixing them. He cited various authorities for this proposition, and contended that the general tendency of the cases had been to relax the stringency of the old rule with reference to fixtures, and to give effect to the intention of the parties. The maxim *Quicquid plantatur solo, solo cedit*, he admitted to be a correct statement of the law on the subject, but the question in each case really was, what was to be considered as planted in the soil within the meaning of the maxim. The more modern and enlightened view was that only such things were to be considered as planted in the soil as were affixed to it with the intention that they should really form a part of the freehold. All the cases, that apparently made against the appellant and were relied on by the court below, were cases where the machinery or other chattels had been affixed to the realty under circumstances consistent with an intention that they should remain so for the improvement of the inheritance. When there was a colliery, for instance, and machinery attached to it, it was highly probable that the intention was that such machinery should continue a part of the colliery; it would then cease to be a chattel, and would pass, no doubt, by a conveyance of the land. The present case was wholly different. This machinery was only put up temporarily for the purpose of the building operations intended to be carried on upon the land; when such building operation was completed it would be removed and taken somewhere else where the owner might be engaged in building operations. They were not fixtures attached to real property devoted to a fixed business, but were intended to be moveable and to be used for the purpose of a business carried on now in one place now in another. The court did not appear disposed to accede to this argument. They said that a great number of the cases cited in favour of the learned counsel's proposition only came to this, that there might be cases in which the articles in question were so lightly affixed to the freehold as not to be fixtures at all, but to retain their character of chattels, as a carpet fastened down by nails, or a picture nailed to the wall. The engine and boiler could not be said to come within this category; the jury had expressly found them to be trade fixtures, and any other finding would have been perverse; they were therefore fixtures, not chattels; as trade fixtures and removable without damage to the freehold, they might be removable as between landlord and tenant; that was quite a different question from the question whether they passed to the mortgagee; it was to be observed that trade fixtures, unless removed, became the property of the landlord. Mr. Henry Matthews, and with him Mr. Channell, argued briefly in support of the respondent's case, upon grounds nearly identical with the objections thrown out by the court to the arguments of Mr. Denman. At the conclusion of the arguments, the court took time to consider, not so far as may be conjectured from any doubt as to their decision on the particular case, but apparently from a desire to lay down the principles of the law on the subject with some precision, there being a certain amount of confusion existing in the present state of the authorities.

On Tuesday the 22nd the arguments in the case

of the Duke of Buccleugh v. The Metropolitan Board of Works, were commenced. This case, it will be remembered, was decided about this time last year by the Court of Exchequer in favour of the plaintiff. The pleadings are highly elaborate, and the facts somewhat voluminous, but the main questions are, when once extricated from surrounding complications, tolerably simple, though of no slight importance or difficulty. The action was upon an award of compensation by an arbitrator for injurious affection by the Thames Embankment of the plaintiff's mansion upon the banks of the river. The pleas denied that there was any injurious affection of the plaintiff's property, and upon the trial the arbitrator was himself examined; he proved that he had given a certain sum for the taking of a causeway and jetty belonging to the plaintiff, and a sum of 5000l. for the loss of amenities by which the marketable value of the property was diminished; the principal loss of amenity appeared to be diminution of privacy by substitution of a public road instead of the river. The main points discussed were, whether the arbitrator's evidence was admissible to impeach the award, and whether this sum of 5000l. was given for matters which the arbitrator had jurisdiction to take into consideration. The Court of Exchequer decided for plaintiff, though all the members of the court did not concur in so deciding on similar grounds, some thought that the arbitrator had jurisdiction to take into consideration the loss of amenities; others that the evidence being inadmissible and the award good on the face of it, this question did not arise. In order to appreciate the question at present involved, it may be worth while to advert very briefly to the decision on the subject; it has been decided that in general the injurious affection contemplated by the Legislature as entitling to compensation must be by acts that would have been actionable in the absence of statutory authorisation, in other words there must be *injuria*, mere *damnum* is not sufficient; but an exception has been grafted upon that doctrine by a decision of Mr. Justice Crompton in the Bail Court, in which it was held that where land was compulsorily taken, the doctrine that the injurious affection of the remainder must be such as would have been actionable does not always apply. Mr. Hawkins, Q. C., who appeared for the defendants in the present case, took occasion to observe that results had been supposed to follow from that decision which did not really do so. The fact that a piece of land had been compulsorily taken did not let in as subjects of compensation all damages which might be done to the remainder of the property whether they would otherwise have been so or not; the effect of the decision must be confined to cases where the damage was connected with and resulted from the operations carried on upon the land compulsorily taken: in this case if the jetty belonged to the Duke and had been compulsorily taken, that had no connection with the loss of amenities for which the sum of 5000l. had been given. The arguments for the defendants were not concluded when the court rose.

BAIL COURT.

This court sat on the last two days of term, and disposed of some few motions and rules. In *Reg. v. Ward v. Marriott*, Mr. Waddy moved for an information in the nature of a *quo warranto* upon the following facts: Marriott and Ward were candidates for the office of town councillor in a newly-constituted borough. The former was elected, but Ward, thinking him to be unduly elected, gave him notice that he should move for a *quo warranto*. On this Marriott immediately resigned office, his resignation was accepted, and a new election became necessary. The question now resolved itself into one of costs. The court (consisting of Mr. Justice Lush and Mr. Justice Hayes) said they would not grant a *quo warranto* after a valid resignation. It was not usual to give costs except with reference to proceedings in this court, and as such proceedings were quite unnecessary, the rule must be refused.

In *Reg. v. Barrow*, a question arose as to the sufficiency of a notice convening a vestry meeting to choose a churchwarden for Bloxwich, an ecclesiastical district constituted by virtue of the Church Building Acts. The 58 Geo. 3, c. 69 (Sturges Bourne's Act), s. 1, requires notice for a vestry meeting to be published three days before holding it on the Sunday previous, during or immediately after Divine service. In this case the notice was given on the church door on the 26th March (Good Friday), and the election of churchwarden took place by custom, on Easter Tuesday. Mr. J. O. Griffiths contended that the notice was sufficient, and that Sturges Bourne's Act was applicable only to ordinary parish vestries, and not to vestries of districts for ecclesiastical purposes. Mr. Harrington argued that the above-mentioned Act did apply to such district. The court, after a careful examination of the statutes referred to, with some hesitation, came to the conclusion

that the Act did not apply, and discharged the rule.

On the motion of Mr. Littler, the court granted a rule *nisi*, calling on the Midland Railway Company to show cause why a *mandamus* should not issue to compel them to "make points," a legal obligation imposed on them under certain circumstances by the 76th section of the Railway Clauses Consolidation Act. It appeared that Mr. Thompson, of Burton-upon-Trent, had constructed a private siding running to his works, and he desired that the company should attach his rails to their own by means of points, in order that he might run his waggons over their main line. He had formally required the company to do this, but they had not complied with his notice, and hence the application.

Reg. v. Lord Newborough and others, was a case involving the validity of an order for payment of special constables, directed to, and acted upon, by the county treasurer of Carnarvonshire. The order was invalid, not having been made at a "special sessions held for the purpose," as directed by the 1 & 2 Will. 4, c. 41, but it appeared to be good on the face of it, and the county treasurer paid the money. Under these circumstances, the court discharged a rule for a *certiorari*, which had been obtained last term. In delivering the judgment of the court, Mr. Justice Lush said "the order is a mere direction to the treasurer of the county, and therefore need not be in the form in which orders in the nature of convictions usually are. It is an intelligible direction to the treasurer to pay a given sum for given purposes. But I am also of opinion that it appears that the order was not made at a special session held for the purpose. I think on that ground the order was invalid, and could not be maintained if it had been appealed against before acted on. The statute requires such an order shall be made at a 'special sessions held for the purpose,' and the reason is obvious, viz., that there should be a previous notification to all the justices of the division that such special business is to be transacted, in order that they may, if they choose appear. But then the order has been acted on, it was made in February last, the money was paid almost immediately, was distributed to the constables for whose benefit the order was made, and the accounts of the treasurer were brought before the quarter sessions in the beginning of June, and allowed according to the terms of the statute. I think the treasurer was perfectly justified in obeying that order, because it did not appear on the face of it to be invalid, nor that it was not made in special session."

Craig v. Stafford. The facts of this case were as follows: A cause went to trial at the last Kingston Assizes, but the plaintiff, not being ready, withdrew the record. He had subpoenaed the defendant to give evidence. On the same cause coming on again at Westminster in last Term, the defendant was called as a witness by the plaintiff, but did not appear, and the plaintiff was consequently nonsuited. The defendant had been informed of the day of trial, but his original subpoena had never been resealed. A rule *nisi* having been obtained by the plaintiff to set aside the nonsuit on the ground of the absence of a material witness, Mr. Morgan Howard and Mr. Tindal Atkinson showed cause; Mr. Gill and Mr. R. F. Stone supported the rule, which the court made absolute. The costs to be paid by the plaintiff for his neglect in not resealed the subpoena.

LEGISLATION AND JURISPRUDENCE.

HOUSE OF COMMONS.

THE NEW LAW COURTS.

Mr. GLADSTONE moved the appointment of a select committee to inquire into the site and charge of the new law courts. He said the mode in which the motion had arisen was this: His right hon. friend (the Chancellor of the Exchequer) at the commencement of the session, when newly appointed to the office, had been considerably startled and even shocked at the great magnitude of the estimate, about 4,000,000l., for the erection of the new law courts on the Carey-street site, and he had made a statement in his place strongly objecting to the plan on its then scale, and taking upon himself the responsibility of arresting any further proceedings until the judgment of the House could be taken. His right hon. friend the Chancellor of the Exchequer had suggested that the erection of the new law courts on the site of the Thames Embankment would be preferable in point of economy, convenience, and beauty; but it was not unnatural that those connected with the Carey-street site should not be ready to give up their view. He believed it was impossible to press the question for decision in the present session, and he therefore proposed the appointment of a select committee for examining the question of the site and the charge of the new law courts.—Sir R. PALMER, while holding that this

question ought to have been considered as closed, would not oppose the motion. He hoped the petition from the Society of Lincoln's-inn would be placed before the committee, as, by adhering to the original proposal, a saving of 100,000l. would be effected to the country.

After some further discussion the motion was agreed to.

THE CORRUPT CONSTITUENCIES.

Lord O. FITZGERALD, Comptroller of the Household, appeared at the bar, and brought up the following reply from Her Majesty to the addresses for commissioners to inquire into the evidence of corruption in several boroughs: "I have received the joint addresses of the two Houses of Parliament in reference to the reports made by the judges appointed to try petitions and complaints of undue elections and returns for the boroughs of Bridgwater, Beverley, Cashel, Sligo, and the city of Norwich, and I have given directions accordingly for the appointment of the gentlemen named in the addresses to be commissioners for the purpose of making the inquiries prayed for."

STIPENDIARY MAGISTRATES (DEPUTIES).

Viscount SANDON obtained leave to bring in a Bill to amend the law concerning the appointment of deputies by stipendiary magistrates.—The Bill was brought in and read a first time.

BANKRUPTCY BILL.

The committee on the Bankruptcy Bill was finally completed at a morning sitting. The controversy as to compensations was settled by a clause brought up by the Attorney-General. It provides that the Lord Chancellor (with the consent of the Treasury) may award full salary under special circumstances to any commissioner or officer holding under good behaviour, and that in every other case the compensation shall be two-thirds. The greater part of the sitting was taken up in the discussion of new clauses proposed by various members. Progress was also made with the Imprisonment for Debt Bill up to clause 5.—The ATTORNEY-GENERAL proposed to alter the Bill by abolishing the County Court Judges' power of imprisoning for fraud, but retaining it for contempt. The amendment gave rise to a long discussion, but was ultimately adopted.

ESTATE AND INVESTMENT JOURNAL.

STOCK AND SHARE MARKETS.

Thursday.

The Bank of England rate of discount has been reduced from 4 per cent., to which it was lowered on the 10th inst., to 3½. No material increase in the demand out of doors is so far experienced, and the rate for short first-class paper remains at about 3½. Bank bills of longer date being taken in at the same terms. Upon the Stock Exchange the rate for short loans is from 2½ to 3 against Government security.

The following are the fluctuations of the week:

ENGLISH FUNDS.	Fri.	Sat.	Mon.	Tues.	Wed.	Thur.
Bank of England Stock	243	...	...	241	...	...
3 ½ Cent. Red. Ann. ...	92½	92½	92½	92½	93	...
3 ½ Cent. Cons. Ann. ...	92½	92½	92½	92½	92½	92½
New 2 ½ Cent. Ann. ...	...	...	74	...	...	...
Do. do. Jan. 1894.	...	...	...	...	...	...
New 3 ½ Cent. Ann. ...	92½	92½	92½	92½	92½	...
5 ½ Cent. Annuities ...	...	...	...	...	...	...
5 ½ Cents. 7½ Jan. 1873	...	...	...	...	...	...
Ann. 30 years exp.	...	...	...	...	...	...
April 5, 1885	...	...	...	...	...	...
Do. exp. Jan. 5, 1880	...	...	...	...	...	...
Do. exp. July 1880	...	...	...	...	...	...
Rail Sea Tele. Ann. 1908	...	...	...	...	...	...
Consols. for Acc. ...	92½	92½	92½	92½	93½	93½
India 5 ½ Cent. for Acc.	...	...	...	...	...	...
Do. 5 ½ Cents. July 1880	111½	...	112½	111½	112	...
India Stock, July 1880	...	...	...	...	...	...
India Stock, 1874	shut	shut	shut	shut	...	...
India 5 ½ Cent.	...	...	...	...	...	...
India 4 ½ Cents. 1888	100½	...	...	100½	100½	...
India 5 ½ Cent. 1870	...	...	...	...	...	...
India Bonds (1000l.)	3s. 6	...	10s. 6	...	10s. 6	...
Do. (under 1000l.)	3s. 6	8s. 6	...	...	...	...
Ex. Bills, 1000l.	a	...	d	f	g	...
Do. 500l.	...	c	e	...	h	...
Do. 100l. and 200l.	...	...	...	...	...	...
3 ½ c. ...	...	c	e	...	h	...

a June 3 per cent., 2s. pm.
b Premium.
c March 2½ per cent., 3s. dis.;
June 3 per cent., 3s. pm.
d June 3 per cent. par.
e June 3 per cent., 4s. pm.
f June 3 per cent., 5s. pm.
g March 2½ per cent., 2s.
h June 3 per cent. par.
i March 2½ per cent., 3s. dis.
j June 3 per cent. par.
k Ex div.

PUBLIC COMPANIES.

RAILWAY COMPANIES.

Oude and Rohilkund.—A dividend of 5 per cent. declared.

BANKS.

Chartered Mercantile of India, London, and China.—Dividend of 4 per cent., free of income tax, for the half year.

National of Australasia.—A dividend at the rate of 12½ per cent.

National of Scotland.—A dividend and bonus together at the rate of 14 per cent. per annum.

Provincial of Ireland.—A dividend for the half-year at the rate of 4 per cent. on the paid-up stock, and also an extraordinary dividend of 30s. on each 100l. share, and 12s. on each 10l. share.

ASSURANCE COMPANIES.

British and Foreign Marine Assurance.—An interim distribution at the rate of 10 per cent. per annum.

Maritime Insurance.—A dividend at the rate of 10 per cent. per annum.

National Reversionary Interest.—A dividend of 4 per cent.

Northern Assurance.—A dividend of 7½ per cent., making 14 per cent. for the year.

Universal Marine.—An interim dividend at the rate of 5 per cent. per annum.

MISCELLANEOUS COMPANIES.

Anglo-American Telegraph.—A dividend at the rate of 24 per cent. for the year.

Ceylon Company.—A dividend of 6 per cent. recommended.

Chilian 6 per Cent. and 7 per Cent. Loans.—The dividends have been duly announced by Messrs. J. S. Morgan and Co.

Clerks' Supply Association (Limited).—Creditors are required to send particulars of their claims to the liquidator, Mr. Buffen, by the 15th July.

Colonial Company.—A dividend at the rate of 8 per cent. per annum.

Hudson's Bay.—A further dividend of 8s. per share is announced.

Patent Carriage (Limited).—Mr. James Cooper, the official liquidator, has announced that the Master of the Rolls' sanction has been obtained to the payment of a fourth dividend of 3s. in the pound to the creditors, making 11s. 6d. in the pound paid.

REPORTS OF SALES.

[Note.—The reports of the Estate Exchange are officially supplied in the following list. Auctioneers whose names are registered there will oblige by reports of their own sales.]

Friday, June 18.

Messrs. NORTON, TRIST, WATNEY, and Co., at the Mart.
Freehold property known as the "Angley Park Estate," Cranbrook, Kent, comprising a mansion with lodge entrances, stabling, pleasure grounds, orchard, park, steward's house, farm homestead, &c., the whole comprising 283a. 3r. 19p.—sold for 17,600l.
Freehold farm, situate as above, and known as "Breach," comprising a cottage and 54a. 3r. 19p. of land—sold for 2500l.
Freehold 15a. 0r. 37p. of woodland, situate as above, and known as "Wood"—sold for 410l.
Freehold 21a. 3r. 31p. of marsh land, situate at Barking, Essex—sold for 2350l.
Freehold 21a. 2r. 22p. of marsh land, situate at Barking, Essex—sold for 2500l.
Freehold estate, situate at Dagenham, Essex, comprising a farmhouse, known as Hunter's Hall, with buildings and 38a. 1r. 37p. of land—sold for 3500l.
Freehold property, situate at South-green, Great Burstead, Essex, comprising a farmhouse, with buildings, and 10a. 1r. 11p. of land—sold for 700l.
Freehold 20a. 1r. 22p. of meadow and arable land, situate at Great Burstead—sold for 1320l.
Freehold 2a. 3r. 13p. of arable land, situate as above—sold for 200l.
Freehold estate, situate at Cranham, Kent, comprising a farmhouse with buildings, and 38a. 0r. 17p. of land—sold for 1520l.
Freehold property, situate as above, comprising a farmhouse, buildings, and 42a. 2r. 34p. of land—sold for 1600l.

Tuesday, 22nd June.

By Messrs. FAREBROTHER, CLARK, and Co., at the Mart.
Leasehold premises, No. 182 and 183, Piccadilly, and 2, Duke-street, term 26 years unexpired, at 210l. 10s. per annum—sold for 1600l.
Leasehold business premises, No. 181, Piccadilly, term similar as above, at 62l. 5s. per annum—sold for 3350l.
Leasehold business premises, No. 184, Piccadilly, let at 220l. per annum, term 61 years from 1834, at 48l. 10s. per annum—sold for 2000l.
A charge of 625l. 9s. 10d., charged upon Nos. 182 to 184, Piccadilly, and No. 27, Duke-street—sold for 4000l.
Leasehold residence, No. 28, Maida-vale, let on lease at 60l. term forty-one years unexpired at 10l. per annum—sold 1100l.
Leasehold residence, known as "Ivy Lodge," No. 30, Maida-vale, let on lease at 75l. per annum, term similar to above, at 16l. 17s. per annum—sold 1090l.
Leasehold residence, No. 5, Wall-road, St. John's-wood, let on lease at 30l. per annum, term similar to above, at 10l. per annum—sold 305l.

By Messrs. DEBENHAM, TEWSON, and FARMER.
Leasehold residence, situate in Louth-road, Clapham-park, term 34 years unexpired, at 15l. per annum—sold 970l.
Leasehold house and shop, No. 37, Charles-street, Caledonian-road, let at 42l. per annum, term ninety-one years from 1830 at 10l. 10s. per annum—sold 350l.
Leasehold house, No. 16A, Blundell-street, Caledonian-road, let at 23l. 18s. per annum, term ninety-nine years from 1851, at 13l. per annum—sold 120l.

Wednesday, June 23.

By Messrs. NORTON, TRIST, WATNEY, and Co., at the Mart.
Freehold business premises, No. 65, Cheapside, and 5, Crown-court, let on lease at 500l. per annum—sold for 14,000l.
Freehold residence, with stabling, buildings, pleasure grounds, and meadow land, containing about 41 acres, situate at East Grinstead, Sussex—sold for 5000l.
Leasehold shop and house, No. 7, Piccadilly, let at 180l. per annum, term 49 years unexpired, at 39l. 18s. per annum—sold for 2320l.
Leasehold shop and house, No. 17, North Andley-street, Oxford-street, let at 90l. per annum, term 21 years unexpired, at 14l. per annum—sold for 1000l.
Freehold plot of building land, fronting Blackshaw-road, Tooting, Surrey—sold for 35l.

By Messrs. FAREBROTHER, CLARK, and Co.
Freehold and copyhold estate, known as Milton Mills, in Upper Milton, Lower Milton, and Hartlebury, Worcester-shire, comprising a corn mill, with residence, pleasure grounds, cottages, &c., and 12a. 1r. 3p. of land, let at 235l. 18s. per annum—sold for 2300l.

Freehold residence, known as Waddon Cottage, Croydon, Surrey, with stabling, garden grounds, &c., in all about 4 acres—sold for 4500l.

Freehold waterside premises, known as the Bull Head Dock, chemical works, oil and crushing mills, yard, premises, &c., situate at Rotherhithe, let on lease, and producing 471l. 4s. 4d. per annum—sold for 12,550l.

By Messrs. EDWARDS FOX and BOUTSFIELD.

The Tyssen Annhurst estate, situate within the parish of Hackney, comprising freehold ground-rents and improved rents, with reversions to rack rentals, secured on properties situate as under, viz.:

Upper Clapton: Lot 1, High Hill Ferry—sold for 700l.; lot 2, ditto—sold for 300l.; lot 3, ditto—sold for 280l.; lot 4, ditto, sold for 180l.; lot 5, ditto—sold for 340l.; lot 6, ditto—sold for 1020l.; lot 7, ditto—sold for 750l.; lot 8, Main-road—sold for 4500l.

Lea Bridge (Essex Side), Lot 9—sold for 2500l.

Clapham High-road, Lot 10—sold for 1000l.

Dalston-lane—Lot 12, No. 2—sold for 455l.; lot 13, No. 3—sold for 475l.; lot 14, No. 4—sold for 145l.; lot 15, Nos. 5, 6, 7, 8, 9, 10, 11, 12, and 14 ditto—sold for 2010l.; lot 16, No. 13—sold for 205l.; lot 17, No. 15—sold for 700l.; lot 18, No. 16—sold for 455l.; lot 19, No. 17 and 18—sold for 890l.

Dalston High-road—Lot 21, Nos. 3 to 12, Navarino-place—sold for 320l.; lot 22, No. 8—sold for 105l.; lot 23, Nos. 13, 14, and 15—sold for 480l.; lot 24, Dalston-lane—sold for 1750l.; lot 25, Nos. 1 and 2, Caroline-place, Dalston-lane—sold for 130l.; lot 27, Nos. 3 and 4—sold for 130l.; lot 28—sold for 130l.; lot 30, Nos. 1 to 21, Tyssen-street, Nos. 1 to 8, Tyssen-place, and Nos. 1 to 8, Tyssen-passage—sold for 2300l.

Kingsland-road—Lot 31, Nos. 1 to 13 on east side, and Nos. 12 to 26 inclusive on west side of Matthias-street, and Nos. 11, 12, and 13, Abbott-street—sold for 830l.; lot 32, Nos. 1 to 10, Abbott-street—sold for 650l.; lot 33, High-street, east side—sold for 2500l.; lot 34, ditto—sold for 700l.; lot 35, ditto west side—sold for 345l.; lot 36, ditto west side—sold for 2200l.; lot 37, ditto west side—sold for 1330l.; lot 39, ditto west side—sold for 200l.

By Messrs. E. and H. LUMLEY, at the Guildhall Coffee-house.
Freehold 5a. 0r. 15p. of wood lands, situate at Tenterden, Kent—sold for 200l.

SOLICITORS' JOURNAL.

NOTES OF NEW DECISIONS.

LIABILITY OF TRUSTEES.—CONVERSION.—SPECIFIC BEQUEST OF SHARES FOR INVESTMENT IN LAND.—J. C., by his will in effect gave the sum of 2000l. to trustees upon trust to invest in real estate; and he then gave certain cottages and hereditaments to the same trustees on the same trusts as he had declared as to the estate to be purchased with the 2000l. He then gave his thirty shares in the Leeds Banking Company to the same trustees upon the same or the like trusts as were declared concerning the sum of 200l. and the cottages. The banking company failed, and the trustees had paid large sums out of the testator's estate on account of these thirty shares. A suit was instituted for the administration of the testator's estate, and the Master of the Rolls considered the trustees of the will liable for not having converted the shares: Held, that the directions for investment contained in the will could not be taken to apply equally to the 2000l. and the cottages, and must be read *reddendo singula singulis*. The bequest of the bank shares was specific, and the shares need not be converted unless the direction to convert was clear. The court was of opinion it was not clear. Order of the Master of the Rolls reversed: (*Craven v. Craddock*, 20 L. T. Rep. N. S. 638. L.C.)

SECURITY FOR COSTS.—ACTION BY CO-EXECUTORS.—In an action for illegal seizure and sale against a sheriff and an execution-creditor, three plaintiffs (Sykes, Shaw, and Mrs. Shaw) sued as executors. Sykes and Mrs. Shaw were executor and executrix under the will of Ellen Sykes the testator; Sykes resided in Scotland; and Shaw, who was joined in the action as a matter of form with his wife, had been recently discharged from bankruptcy, having no estate. Brett, J., at chambers, made an order upon the plaintiffs to provide security for defendant's costs: Held, upon a rule to set aside this order, that the circumstances did not justify the court in compelling the plaintiffs to give security: (*Sykes v. Sykes*, 20 L. T. Rep. N. S. 663. C.P.)

COURT OF PROBATE (IRELAND) (a).

EASTWOOD v. EASTWOOD.

Special Jury—Certificate for the costs of—Time for application.

This case which was a suit to establish the will of the late James Eastwood, was tried before the court and a special jury on May 5th, and a verdict was taken establishing the will.

The defendants were directed to pay the costs.

The court did not sit on May 6th, and on May 7th Brady, Q. C., on behalf of the plaintiff, Maria Louisa Eastwood, applied for a certificate for the costs of the special jury, under 3 & 4 Will 4, c. 91, s. 27, and cited *Christie v. Richardson*, 10 M. & W. 638, *Chit. Archbold*, 12 edit. 517; *Johnson v. The West of England Insurance Company*, 2 Ir. Jur. O. S. 291, overruling *Waggett v. Shaw*, 3 Camp. 316,

(a) From the Irish Law Times.

upon the authority of which *Skipper v. Bodkin*, 2 Sw. & Tr. 1, was decided, and deciding that immediately meant within a reasonable time.

The JUDGE granted the certificate upon the authority of the cases cited.

Solicitor, Allan Nesbitt.

[The Judge subsequently stated that he would, in all cases where undue influence was pleaded, certify for the costs of a special jury.]

CHESTER TOWN COUNCIL AND THE LAWYERS.

At a recent meeting of this council there was a motion on the paper, "To consider recommendation that permission be given to the Chester Law Library Committee to use, during the pleasure of the council, for the purposes of their library, the room in the new Town Hall adjoining the Quarter Sessions Court, intended for and to be also used as the barristers' robing room, upon certain conditions which are stated in the recommendation."

The Mayor brought forward, and Alderman Williams seconded the motion, the latter remarking that the library would be a great convenience to the whole city, and especially to the Bar and solicitors.

Mr. T. Q. Roberts said there was a condition attached. What was the condition?

The Town Clerk read as follows: "That the legal officers of the corporation, the Bar, and the magistrates of the city are allowed to use the library, and that the shelving and fittings necessary for the library purposes are provided at the cost of the library committee, and that no expense be entailed upon the council in connection with the library."

Mr. Roberts thought in addition to the persons specified the members of the council should have admission to the room. They granted the Law Society this room, and he thought they ought to have that privilege.

Alderman Litter.—A little law is a dangerous thing. I think we had better keep away.

Mr. Roberts.—You really are specifying upon what conditions these gentlemen shall have their room. I am only asking a very small thing in return.

Alderman French said he thought they had gone far enough with their restrictions, and he would be very sorry to find Mr. Roberts in the Court of Chancery, in consequence of reading the law books upside down. If the council wanted law they could get it for 8s. 8d., which was not at all unreasonable. (Laughter.)

Mr. Duncan, as secretary of the Law Society, said he might say to Mr. Roberts that they would be very happy to see him at any time in the room, but he was afraid, if he got reading the books, they would do him more harm than good. The society wished to move the library into that room, and have the occupation of the room without paying rent. On the other hand, they would bring in a valuable set of books to be at the disposal of the law officers of the corporation, to whom alone he imagined they would be of any service whatever. As the library was supported by subscription, of course, if they threw open its doors to the public, they would lose all their subscriptions at once. They would be very sorry to keep the council out of the room.

Mr. Bowers agreed with Alderman French and Mr. Duncan as to the mischief that might ensue from getting into the room, but he hardly liked that the council should be debarred from entering any part of the Town Hall. He suggested the addition of the name of the sheriff for the time being to the list of those entitled to enter.

Mr. Duncan quite agreed with this suggestion.

The Mayor said they were all talking upon a subject they scarcely knew anything about. ("Oh, oh!") None of them were excluded from this room.

Alderman R. Frost said they must remember this was the barristers' robing-room, and not a public room at all. It was an apartment dedicated to the goddess of law. Their law officers and the Town Council had access to the room, and it would be altogether out of place for the public to rush into a barristers' robing-room.

Mr. Gerrard, said he took somewhat Mr. Roberts' view of the question. It was really not a laughing matter. Let them look at what they were going to do. They talked about this room being the barristers' robing-room, but how long would it take for that purpose? Only a day or two, four times in the year. On the other hand, they were handing over the apartment to the solicitors of Chester as a private room. Now he thought the butchers of Chester had just as much right as the solicitors to have a room in the Town Hall to themselves. If the solicitors wished to form a public library that was another thing. He hardly thought it was an equivalent for the use of the room that the law officers of the corporation should have free access to the books. He could not help thinking it was a very unjust thing

hand over a room in a public building to a private society on any consideration whatever.

The sheriff said this was a subject which excited some discussion when it was before the committee. The views expressed by Mr. Gerrard were then brought forward by himself. In handing over the use of the room to the Law Society they were granting a special favour to a body of gentlemen. He (the sheriff) did not admire the comparison between butchers and lawyers, but if this room was to be transferred as proposed, and to save the 25*l.* a-year which they paid for the present building, the council were establishing a precedent which might be cited in favour of any organisation equally valuable and useful as the lawyers to the city. If they agreed to the present proposal he thought any application from a working-men's society should be favourably considered. He, however, held that Mr. Roberts was perfectly right in considering that the Council should reserve to themselves the liberty of entering the rooms in that hall at any time they thought proper. If the lawyers inserted a clause that they excluded the council out of mercy, that was another thing. (Hear, hear.)

Mr. Duncan said Mr. Gerrard had spoken as if the society had asked to have the room almost as a private club room, and without giving any advantage for what they received. It was not by any means with that view that the society made their request. They simply asked that they might put their library there, and being there it would be open to the Bar, the sheriff, the magistrates, and members of the corporation. They had formed themselves into a private body for the purpose of supporting the library, as it was necessary, in consequence of the many changes in the law, to keep up a larger library than many solicitors could afford. If the butchers, to carry out Mr. Gerrard's comparison, had the use of that room, they would probably not give anything in return. He thought he might say that the Law Society were giving something in return in placing the library at the disposal of the law officers of the corporation, which, he believed the town clerk would say, was not a thing to be despised.

Mr. Roberts said he should move the insertion in the resolution that the body corporate be allowed to go into the room.

Mr. Powell saw nothing in the condition that excluded the corporation. It seemed to him that the council might just as well wish to have the use of the barristers' gowns as the books.

Mr. Evans seconded Mr. Roberts's amendment.

Mr. T. Hughes said the council were there, fitted or not, as the representatives of the city, and they ought to make it a *sine qua non* that no room in that building should be excluded from them in their capacity as representatives. With respect to the concession which it was said the Law Society were making to the law officers of the corporation, he apprehended those gentlemen were already members of the society, and, whether the books went to the Town Hall or not, they would have the right to consult them. He did hope the council generally would unite with Mr. Roberts in maintaining the right of the citizens, through their representatives, to use every room in the hall, and everything in the room.

The resolution, with Mr. Roberts's amendment, was then passed.

CREDITORS UNDER ESTATES IN CHANCERY. LAST DAY OF PROOF.

BARNETT (Thos.), 6, Golden-terrace, Nottingham-hill. July 8; J. A. Jones, solicitor, 38, Chancery-lane. July 19; V.C. S., at twelve.
BRANFORD (John), Hoove Led, Hove, Brighton. July 12; A. Turner, solicitor, 74, Leadenhall-street. July 28; M. R., at eleven.
CULYK (James), Under River, Kent. July 5; O. A. Bannister, solicitor, 22, Basinghall-street. July 19; V.C. M., at one.
DAVISON (James), 4, Pekin-place, East India-road, Poplar. July 15; E. H. Barrie, solicitor, 62, Old Broad-street. July 28; M. R., at eleven.
FRANCOIS (Joseph), Abbeyley House, Worcester-park, Surrey. July 30; Tucker and Lake, solicitors, 4, Serle-street, Lincoln's-inn-fields. Aug. 7; V.C. S., at one.
FRANCOIS (Jno.), Brierty-hill, Stamford. July 16; C. W. Collins, solicitor, Stourbridge. July 30; M. R., at eleven.
HAYES (James), Wensor Castle, Deeping Common, Lincoln. July 16; Sharpe and Bess, solicitors, Market Deeping, Lincoln. July 25; V.C. S., at twelve.
HARRISON (Robert), Alfred-place, Bedford-square. July 20; A. Crockett, solicitor, 4, King's-road, Bedford-row. Aug. 6; V.C. S., at twelve.
HOBSON (Richard H.), Cheltenham. July 20; Gwinnett, Theobald and Co., solicitors, Cheltenham. Aug. 2; V.C. M., at twelve.
JONES (Mary), Cape Coast, Africa. Dec. 1; Horn and Rogers, solicitors, 22, King-street, St. James's, London. Aug. 12; M. R., at eleven.
MANNING (Robert), 1, Fonthill-villas, TOLLINGTON-park, July 20; West, Street, and Co., solicitors, 6, Raymond-buildings, Aug. 6; V.C. S., at twelve.
MARTIN (Mary), Uphall, Priest Hutton, Lancaster. July 20; J. Pearson, solicitor, Burton-in-Kendal. Aug. 4; V.C. S., at twelve.
MAY (Thos), Wisbech, St. Peter's, Isle of Ely. July 10; J. and J. Barnard, solicitors, March, Cambridgeshire. July 25; M. R., at eleven.
PARR (Elizabeth), Beighton, Derby. July 21; Messrs. PARR and Tetterhall, solicitors, 9, Great James-street, Bedford-row. July 31; M. R., at twelve.

CREDITORS UNDER 22 & 23 VICT. c. 35.

Meeting of Claims, and to whom Particulars to be sent.
Baker (Charles), Mason-street, Manchester. July 12; Heath and Sons, solicitors, 41, Swan-street, Manchester.

CAPPELL (Benjamin), 6, Royal-terrace, Northampton. July 17; R. Howes, solicitor, Northampton.
COATES (Joshua), Nottingham. Aug. 7; Hunt and Son, solicitors, Weekday-cross, Nottingham.
COULSON (Thomas), Drax Hall, Drax, Yorkshire. Sept. 1; Edward Clark, solicitor, Smith, Yorks.
GAZE (John), Axminster, Devon. July 31; W. and J. Sparks, solicitors, Crewkerne.
GROVER (Jeremiah), Stoke House, Stanley, near Wakefield. Aug. 1; Snowdon and Son, solicitors, Leeds.
HAMMOND (W. Robert), Galley-lane, Great Brickhill, Buckingham. July 31; Jno. Newton, solicitor, Leighton Buzzard.
HARLEY (Henry R.), Paris. Aug. 2; R. H. Wilkins, solicitor, 19, King's-arms-yard.
HINDE (John R.), 28, Southampton-street, Strand. Sept. 1; Fairfoot and Webb, 13, Clement's-inn.
ORME (Eliza), 21, Albion-street, Regent's-park. Sept. 1; Lee, Pemberton, and Reeves, solicitors, 44, Lincoln's-inn-fields.
ROGERS (Sarah), 16, Campden-grove, Kensington. July 16; Ward, Mills, and Co., solicitors, 1, Gray's-inn-square.
SMITH (Henry G.), Upper Norwood. Sept. 30; S. M. Seal, solicitor, 8, Serjeant's-inn, Fleet-street.
TURNER (Thomas), Laymore, Crewkerne. July 20; W. and J. Sparks, solicitors, Crewkerne.
WEST (Francis R.), Henley-on-Thames. July 16; Thomas Veasey, solicitor, Baldock, Hertford.

At the Marylebone County Court on Friday, Mr. Wilding, a solicitor, recovered from Miss Leveson, daughter of Mme. Rachel, 18*l.* 3*s.* for professional services rendered to her mother. Mr. Wilding was consulted by Mr. Stack as to whether he should become bail for Mme. Rachel, and Mr. Stack afterwards introduced him to that lady, and he performed various professional services for her.

THE CAREY-STREET SITE.—Overtures having been made to the Chancellor of the Exchequer for the purchase of the seven acres of land known as "the Carey-street site" of the new Courts of Law, the negotiations have been suspended until the Bill for the acquisition of the new ground in Howard-street has been sanctioned by Parliament. The London and North-Western Railway Company are, we believe, not indisposed to treat for the site as a great central terminus to communicate with the Metropolitan District system.—*The Owl.*

THE TRIAL OF OVEREND, GURNEY, AND Co.—An application is understood to have been made to Lord Chief Justice Cockburn on Tuesday, on the part of Mr. Harry George Gordon, one of the defendants in this case, which, it will be remembered, was removed by *certiorari* into the Court of Queen's Bench, to fix an early day for the trial of the indictments, and that, all parties interested consenting, it has been appointed for Friday week. Arrangements will be made at the same time for the sitting of an extra court, so that the trials in which other suitors are concerned will not be retarded. Dr. Thom, the prosecutor, has applied to the Home-office for a direction to the Treasury and the law officers of the Crown to undertake the prosecution, but the authorities there have declined to accede to the request. During the interview with the Lord Chief Justice, at which all parties interested were represented by counsel or solicitors, Dr. Thom stated, through his attorney (Mr. Lewis), that in the event of the Home-office not acceding to his request, he (Dr. Thom) intended to conduct his case in person, he being unwilling solely to incur the enormous expense incident to the trial of so important a case, and the Lord Chief Justice is understood to have intimated that it was contrary to the practice of the court for a prosecutor to conduct his own case, and he would not allow it in this. Dr. Thom, notwithstanding, is said still to persist in what he considers his right as the prosecutor to conduct his case in person, he being bound over by the committing magistrates in the sum of 5000*l.* to prosecute and give evidence against the defendants. The trial will be held in the Court of Queen's Bench at Guildhall.

WILLS.—Lord Ponsonby, in giving judgment on a will case recently, expressed his opinion that the practice of attempting to obtain wills from dying persons is rather increasing than otherwise. Some people seemed to think (said his lordship) that as long as there was any life left a dying person could make a will; but it was not enough that they were able to say "Yes" or "No" to a question, or to recognise those about them; much more was required to constitute testamentary capacity. If any one from carelessness or disinclination let the time for making a will go by, it was not because the final hour came without his intentions having been carried into effect that another person was justified in stepping in and doing for him what he ought to have done for himself. In the case which gave rise to these remarks one Robert Bingham, of Bristol, had propounded the will of his mother, and the judge in summing up the evidence said it was not pretended that Mrs. Bingham ever gave instructions to any human being for the will, which was prepared at the mere motion of Robert Bingham, or that she knew anything about the will until the very moment when the attorney and the doctor stood by her bedside, and it was read over to her. The will was a long one, with provisions of a character to challenge the attention of a person whose mind was in full activity,

and she was supposed to have understood it because she was able to say "Yes," and "Perfectly," and monosyllables of that kind. She was so far incapable of voluntary action that no attempt was even made to get her to make her mark. His Lordship added that he did not impute to Robert Bingham any intention to do wrong, and he gave him credit for believing that he was merely carrying out his mother's intentions. He must, however, pronounce against the will.

THE BENCH AND THE BAR.

COURT OF CHANCERY, JUNE 23.

NEW QUEEN'S COUNSEL.

The following gentlemen having been appointed of Her Majesty's Counsel were this morning called within the Bar, and took their seats accordingly:—Mr. Arthur R. Adams (of the Common Law Bar), Mr. Fooks, Mr. Eddis, Mr. Douglas Brown (of the Common Law Bar), Mr. Bristowe, Mr. Edlin (of the Common Law Bar), Mr. T. Hughes, M.P., Mr. J. Kay (of the Common Law Bar), Mr. Montague Bore (of the Common Law Bar), Mr. Henry James, M.P. (of the Common Law Bar), Mr. Lopes (of the Common Law Bar), Mr. Osborne Morgan, M.P., Mr. Fry, and Mr. Samuel Pope (of the Common Law Bar).

BUSINESS OF THE COURT.

Lord Justice SELWYN stated, for the information of the Bar, that it is the intention of their Lordships during the next three weeks (commencing with Monday next, the 28th inst.) to sit at the Privy Council on the first four days in each week, and to sit in the Court of Chancery on the two remaining days (Friday and Saturday) in each week.

IRELAND.—The office of master of the Court of Exchequer, the salary of which is 1200*l.* a year, has become vacant by the death of Mr. J. C. Lowry, Q.C. He was highly esteemed and well qualified for the appointment which he received under the Irish administration of the Duke of Abercorn. Several gentlemen are already spoken of as his successors; among them are Mr. Pigot, Q.C., son of the Chief Baron, and Mr. Waters, Q.C., both gentlemen of professional eminence and equally popular. The former is chairman of Quarter Sessions for the West Riding of York, and his transfer to the Exchequer would add to the patronage of the Government. It has been suggested that Mr. Cathrow, who filled the office of deputy-master in the time of Mr. Lowry's predecessor, and is thoroughly conversant with the duties, should be appointed upon economical grounds. He receives at present, under arrangements made by the late Government, a full retiring pension of 800*l.* a year, which would of course be saved to the country if he were selected.

MAGISTRATE AND PARISH LAWYER.

READINGS ON NEW DECISIONS.

DYING DECLARATIONS.—ADMISSIBILITY OF.—The law relative to the admissibility of dying declarations has recently received an illustration of a very important character; and, although no new principle has been introduced, it cannot be denied that this species of evidence has been contracted within limits which bid fair to extinguish it altogether. There is no doubt that the admissibility of a dying declaration in a criminal proceeding, in which a party is charged with the death of the person who has made it, is a matter of the very gravest description; made in the absence of the accused, and not upon oath, it is a species of hearsay evidence, which in ordinary cases is excluded from reception, as being too untrustworthy to be deserving of attention. Received therefore in cases in which the life of a fellow creature may depend upon it, no safeguards can be well too stringent to ensure its truthfulness. Under the most favourable circumstances such evidence is not entitled to the same weight as testimony which the accused has had the power of testing by cross-examination. It may be, that the impressions of the party making the declaration are visionary and founded in error, which a few pertinent questions from the party criminated might satisfactorily explain. Indeed, unless cross-examination be in itself altogether an absurdity, it cannot be denied that the absence of the opportunity to cross-examine the declarant should always render the reception of such evidence a matter to be very carefully considered. It is alleged as a reason for admitting such testimony, that being made in extremity, when the party is on the point of death, and every hope of this world gone, and every motive to falsehood is silenced, the mind is induced by the most

powerful considerations to speak the truth; and it cannot be disputed that a statement made by a party so circumstanced is more entitled to consideration than if not so made. But it cannot be forgotten that a death bed is not the place from which truth always proceeds. Unfortunately our experience informs us that whilst in the very jaws of death, human and worldly passions have often their influence. Our knowledge of humanity tells us that even upon the death bed, and upon the very threshold of eternity, people will act the hypocrite, and will avail themselves of the last and most solemn opportunity of gratifying their spirit of revenge or other malignant feelings. We doubt very much if a death bed is really any great guarantee of truth, for experience teaches that it is often the witness of much that is false, vindictive, and revengeful. Whether or not, if this species of testimony were altogether abolished, the substantial ends of justice would be defeated, may well be doubted. But one thing is clear, that it is a description of evidence which should be dealt with with the greatest caution, and should never be received in courts of justice except upon the fullest proofs of its worthiness.

The recent case of *Reg. v. Jenkins*, 20 L. T. Rep. 372, is one of a remarkable character. Beyond the dying declaration of the deceased, for whose murder the prisoner was charged, there was really no proof of an inculpatory nature—nothing, in fact, as the learned judge (Byles, J.) who tried the case said, to leave to the jury. The declaration in this case was the following:—

I am a single woman and have two children, one aged four years and the other aged about five months. The father of the first child, which is a boy, is Henry Jenkins. He lives in Ship-lane, Cathay, and is a ship carpenter. He has been paying me, under order of magistrates, 2s. per week for the support of the child, but he has not kept up his payments, and he now owes me 1l. 7s. Last night, the 16th inst., about half-past six o'clock, I met him by appointment in the New Cut, in the parish of Westminster, in this city, and I asked him if he was going to give me some money to buy a pair of boots for myself? He said that he hadn't any money. I told him that I must sue him for my money, and then he asked me to walk with him to the Hot Wells, and he went into a house in Cumberland-terrace. I waited for him outside, and he came out in a short time, and said he couldn't get any money, and he asked me then to walk with him up Cumberland-road, and we went along the road together until we got near Westminster-bridge, and we stood on the New Cut, near his residence, and we had a few angry words, together about the money he owed me, and he told me I could have a warrant against him if I liked. After we had stood there about ten minutes, he said, "Here's a rat climbing up the bank," and he advanced to the edge of the bank, and I went too, and looked, but could not see any rat, and directly I got to the edge of the bank, he pushed me with both hands on the back, and at the same time said, "Take that, you b——," and he pushed me direct into the river Avon, which runs along there. I screamed out, and managed, by catching hold of the bank to keep myself up until I was taken out of the water, and I believe it was by a policeman. After being so taken out, I became insensible, and did not recover till I found myself in bed in this house. Since then I have felt great pain in my chest, bosom, and back. From the shortness of my breath, I feel that I am likely to die, and I have made the above statement with the fear of death before me, and with no hope at present of my recovery. Dr. Smart has been to see me twice to-day. It was about eight o'clock on the said evening, when the said Henry Jenkins pushed me into the water. He was under the influence of liquor at the time, but was not tipsy. I had two drops of rum with him during our walk. I know of no motive for his so pushing me into the water except it was that I had asked him for money.

Upon the face of this declaration there is little which would strike an ordinary observer as objectionable. According to the woman's statement, she made it with the fear of death before her, and with no hope at the time of her recovery. It seemed, however, that in the original declaration, as taken down by the magistrates' clerk, the words "at present" were interlined, and upon being questioned by the learned judge as to how this occurred, the clerk stated that after he had taken the deposition he read it over to her, and asked her to correct any mistake that he might have made, whereupon she suggested the words "at present." She said, no hope "at present" of my recovery; and that he then interlined the words "at present." At the trial, the learned Judge admitted the declaration, sub-

ject to the opinion of the court above, and the prisoner was convicted. Upon the case being argued in the Court for Crown Cases, Reserved the court held the declaration to be inadmissible inasmuch as it did not appear that the woman had lost all hope of recovery; and the conviction was quashed. In delivering the judgment of the court, KELLY, C.B., after referring to the facts and the authorities, said: "To apply these principles to the present case, the prosecution calls on us to give no effect whatever to the important words 'at present.' The dying woman must have had some meaning when she used them. We are to see what her meaning was. On the one hand, it is possible that she may have remembered that the magistrate's clerk put the question to her, 'Have you any present hope of recovery?' and she may have intended to answer that question in form; but on the other hand she may have desired to alter or qualify her answer, and may have meant to say, not that she had absolutely no hope of recovery at present. If we had only to determine between these two constructions we should be bound to give our decision in *favorem vite* for the latter construction; but the case presents a mode of solution which calls on us to interpret the construction in favour of the prisoner. After the deposition had been read over to her, she was asked in express terms to correct any mistake that the clerk might have made in it. She then said, 'Put no hope at present.' Now what is that but saying there is a mistake, and she desired the clerk to put in those words? If so, that is a qualification of the words 'no hope,' and the woman was not in that hopeless state of impending death that was necessary to render her declaration admissible in evidence." Byles, J., too, as being the judge at the trial, observed, "As I tried the case, I may say that I entertained from the very first a very strong doubt whether the declaration was admissible in evidence, but there being no other evidence to convict the prisoner, I thought it my duty to admit it, and reserve the point. We should guard with jealousy the admissibility of such declarations, the admissibility of which is an exception to the ordinary rules of evidence, for they may be made without the sanction of an oath, and when the party is in no fear or danger of the penalties of perjury, and when the persons making them are very liable to the influences of misrepresentation or error. The result of the authorities seems to be that the dying person must be under the impression that his or her death is almost immediately impending. Now in the present case the conviction of the deceased amounts to this, 'That's not what I said, or what I meant—not that I had no hope, but no hope at present.' If so, the declaration was improperly admitted in evidence, and the conviction must be quashed."

Now, without for an instant questioning the soundness of these views, it may well be asked whether anything more in law or sense be required than that at the time when the declaration is made, the declarant should have no hope of recovery, and that his death should be imminent. In the present case, it was clear that the woman was speaking as of immediately approaching death, for she spoke of her breathing, which, according to the case was very bad, and she had requested the attendance of some one to pray with her. If at the time when the declaration is made the party has no hope of recovery, it would really seem that the condition necessary to let it in is fulfilled. In fact, it is difficult to understand how a thoughtful and religious person could express a sense of her danger in a more appropriate way; there is no condition of bodily ailment, short of the absolute destruction of some organ necessary to the existence of life, which absolutely shuts out the possibility of recovery. The common experience of mankind shows that recoveries occasionally take place from apparently the most hopeless maladies. For a person, therefore, in whatever condition of disease, to express a belief in the utter impossibility of recovery would be opposed to reason, and utterly inconsistent with common experience. There seems to be a confusion in mixing up a hope of recovery, and a belief in the possibility of recovery. A person may believe that he will not recover without disbelieving in the possibility of recovery. In the present instance it may well have been, that the woman having at the time she made the declaration no hope of recovery, may with that perception of possibilities which would probably enter her mind, have wished to guard against what some would consider as an impious declara-

tion against the possible interposition of Providence in her behalf. Indeed, if the ruling in the present case is to guide all future cases, it is easy to see that in hardly any case ought these dying declarations to be received, for there can be no doubt whatever that every declarant would limit his belief to the time at which he makes his declaration; and indeed it may fairly be said, that he ought conscientiously to do so. No one even upon what he considers to be his death bed is morally justified in declaring a belief as to his impending death otherwise than from his then opinion. If a man speaks of his belief at the time, he says all that a rational and thoughtful person can be expected to say upon the point. To say that he has no hope, without that qualification which a possible, though unexpected future change in his condition may justify, would be, to say the very least of it, irrational, if not somewhat impious. It is difficult, therefore, to recognise the conclusiveness of the decision upon which we have been commenting. To have hanged a fellow-creature upon the uncorroborated testimony of a witness who gives her evidence only in the shape of a dying declaration would have violated the sense of justice and propriety of a large class of the community, and have gone far to have brought this branch of the law into disrepute; and, in this point of view at least, the decision of the court is to be rejoiced at, and perhaps, without going so far as to say that these declarations should be abolished as modes of proof, it might be suggested that they should never be acted upon unless they are justified by some corroborative evidence.

NOTES OF NEW DECISIONS.

LARCENY—RESTITUTION OF STOLEN GOODS.—The jurisdiction of the Queen's Bench to issue writs of restitution of stolen property was limited to cases where an appeal of robbery had been made, and now no longer exists. The effect of the enactment of 21 Hen. 8, c. 11, that the owner "shall be restored to the property" stolen from him, and of the similar recent enactment is merely to vest in him the right to the stolen property, leaving him to bring his action, or to pursue the remedies directed by the statute: (*Reg. v. The Mayor of London*, 20 L. T. Rep. N. S. 604. Q. B.)

CAB LAW—WHAT IS A "STREET OR PLACE"—RAILWAY STATION.—A cab was admitted to a railway station for the purpose of taking up persons who arrived by the train. A person not so arrived entered the station and claimed to hire the cab. The driver refused to take him: He was held not strictly to have incurred the penalty, as the provision of the statute referred only to cabs plying for hire in a public street or place, where the public at large have a right to be, and a railway station was not such a public street or place: (*Case v. Storey*, 20 L. T. Rep. N. S. 618. Ex.)

POOR RATES—COUNTY CONSTABULARY.—A cottage was let to the Chief Constable of a county, as yearly tenant, at 6l. 4s. per annum. That he undertook to one of the constables whom he appointed and had power to dismiss, as a weekly tenant at 2s. per week as long as he continued a constable or was removed to a distance. The constable was held to be rightly assessed as the occupier, and that there was nothing in the nature of the occupation to entitle him to exemption: (*R. v. Bridgehouse*, 20 L. T. Rep. N. S. 658.)

APPLICATION OF PENALTIES—PAYMENT TO TREASURER OF COUNTY OR BOROUGH—BOROUGH HAVING A SEPARATE COMMISSION OF THE PEACE.—The 11 & 12 Vict. c. 43, s. 31, enacts that when persons are convicted by justices under statutes which contain no directions for the payment of the penalties to any person, they are to be paid to the clerk of the division for which the justices usually act, and he is to pay them over to the treasurer of the county, riding, division, liberty, city, borough, or place for which such justices shall have acted, and a return is to be made by the clerk to the clerk of the peace for the county, borough, &c., in which the division is situate, when and as the court of quarter sessions for the same shall order. The municipal borough of Bradford has a separate commission of the peace but no court of quarter sessions. Held, that the justices of the borough acted as county justices, and therefore that penalties imposed by justices acting in and for the borough, were to be paid to the treasurer of the county and not to the treasurer of the borough. The 26th section of 9 Geo. 4, c. 61,

enacts that it shall be lawful for any justice before whom any penalty shall be recovered under the provisions of the Act, to award, if he shall think fit, any portion of the same not in any case exceeding one moiety thereof, to the use of the prosecutor, and the remainder to the treasurer of the county or place for which such justice shall then act. Held, that such portion of penalties imposed by justices of the borough of Bradford under 9 Geo. 4, c. 61, as were not by them ordered to be paid to the prosecutor were payable to the treasurer of the county notwithstanding 24 & 25 Vict., c. 75, s. 4, the effect of that section being confined to the matter pointed at in the preamble, viz., the granting of licences. *Mayor of Reigate v. Hart*, L. Rep. 3 Q. B. 244; 18 L. T. Rep. N. S. 237; and *Reg. v. Dale*, 22 L. J. 45, M. C. approved and followed: (*Winn v. Mossman*, 20 L. T. Rep. N. S. 672. Ex.)

LARCENY—SERVANT.—Money was given to B. by his master for the purpose of paying tolls at two turnpike gates on his journey. Twelve days afterwards, being asked if he had paid the toll, he said he had not, but had gone round by a parish road and so avoided the gate, and had spent the money in beer. The court quashed the conviction, on the ground that, as this case was stated, it did not appear whether the question of felonious intent had been left to the jury—in other words, that it was a question of intent; did B. keep it intending to steal it, or only in a *bona fide* belief that he might lawfully do so: (*Reg. v. Deering*, 20 L. T. Rep. N. S. 680. Cr. Cas. Res.)

CAMBRIDGE SPRING ASSIZES.

Monday, March 22.

(Before Lord Chief Justice Bovill.)

HARLOCK v. SWIFT.

Scientific evidence—Proper form of putting a question—The proper method of putting a question to a scientific witness, is to put the facts in a suppositious form, and to ask the opinion of the witness upon such an hypothesis.

This was an action of assault, the plaintiff and defendant being lads of twelve and fourteen years of age respectively, and scholars of Ely Grammar School. The two lads were engaged in a game at prisoners' base, when the plaintiff improperly attempted to release one of his companions and was kicked by the defendant, the result being very serious injuries, which on the part of the plaintiff were attributed solely to the kick, while the defendant insisted that they were attributable to natural causes, which were not to be traced to the kick. Of course, the inquiry rested solely upon the medical evidence. On the one side Mr. Muriel, a surgeon of Ely, and Mr. Sinclair, were called, and they both attributed the injury to an over-loaded colon, but against this evidence Dr. Humphrey was called to prove that the injuries described would be the natural result of a kick.

O'Malley, Q. C. (with him Merewether) proposed to ask Dr. Humphrey this question: After what you have heard of the medical evidence, what opinion have you formed?

Keane, Q. C. (Cockerell with him) objected to this.

The LORD CHIEF JUSTICE.—That way of putting the question is certainly irregular.

O'Malley, Q. C. (to Dr. Humphrey).—Suppose a boy gets a violent kick on the centre of the fleshy part of the lower part of the body, complains of pain that night, is unwell the next day, loses his appetite, the pain continues spreading on to the stomach, the pain more on one side than the other, what is your opinion?

Keane objected to the form of the question upon two grounds. First, it was an usurpation of the functions of the jury; secondly, it was obtaining indirectly what could not be obtained directly.

The LORD CHIEF JUSTICE.—There are only two ways of putting the question. The first, "After hearing the evidence, what is your opinion?" was undoubtedly irregular, but the second was admissible, or else how could scientific evidence be adduced?

Keane wished his Lordship to make a note of the objection.

The LORD CHIEF JUSTICE.—Certainly.

Keane, on the part of the defendant, submitted there was no case to go to the jury. All boys by going to a public school voluntarily submitted to a certain amount of ill-usage, and made up their minds for an occurrence like the present. It was only when an injury of a wanton and a brutal character was inflicted that no such licence was given. The result of the kick was recedite, and there was nothing to show that there was an excess of the licence of the playground.

The LORD CHIEF JUSTICE.—It is for the jury to say that; I cannot withdraw the case.

The LORD CHIEF JUSTICE having summed up, the result was a verdict for the plaintiff.

Damages one farthing.

BOROUGH QUARTER SESSIONS.

Borough.	When holden.	Recorder.	What notice of appeal to be given.	Clerk of the Peace.
Barnstable	Saturday, July 3	C. J. Murch, Esq.	3 days	R. B. Toller.
Bath	Monday, June 28	T. W. Saunders, Esq.	16 days	J. Taylor.
Berwick-on-Tweed	Friday, July 2	R. Ingham, Esq., Q.C.	5 days	S. Sanderson.
Bideford	Friday, July 2	C. J. Murch, Esq. ....	.....	James Rooker.
Birmingham	Monday, July 5	A. R. Adams, Esq., Q.C.	14 days	T. R. T. Hodgson.
Bolton	Thursday, July 22	S. Pope, Esq., Q.C.	10 days	J. Gordon.
Bridgwater	Saturday, June 26	E. H. Reed, Esq.	14 days	J. Trevor.
Bristol	Tuesday, July 6	Mr. Serjt. Kinglake	Statutory	J. D. Wadham.
Bury St. Edmunds	Monday, July 5	J. Tozer, Esq. ....	.....	J. Sparke.
Cambridge	Thursday, July 1	J. R. Bulwer, Esq., Q.C.	14 days	H. French.
Cardarthen	Wednesday, June 30	J. Johns, Esq.	10 days	J. H. Barker.
Chester	Wednesday, June 30	H. Lloyd, Esq.	14 days	J. Walker.
Colchester	Friday, July 2	H. J. Bushby, Esq.	8 days	J. S. Barnes.
Devonport	Friday, July 2	C. Saunders, Esq.	10 days	G. H. E. Rundle.
Doncaster	Friday, July 2	W. Blanshard, Esq.	10 days	E. Nicholson.
Faversham	Monday, June 28	G. Francis, Esq.	Statutory	S. G. Johnson.
Gloucester	Tuesday, July 6	C. S. Whitmore, Esq.	10 days	C. Smallridge.
Grantham	Tuesday, June 29	W. H. Roberts, Esq.	10 days	A. Beaumont.
King's Lynn	Thursday, July 8	D. Brown, Esq., Q.C. ....	.....	T. G. Archer.
Kingston-on-Hull	Thursday, July 1	S. Warren, Esq., Q.C.	Statutory	R. Champney, jun.
Leeds	Saturday, July 3	J. B. Maule, Esq., Q.C. ....	.....	J. W. Richardson.
Leicester	Wednesday, June 30	C. G. Merewether, Esq.	8 days	R. Toller.
Newcastle-upon-Tyne	Friday, July 2	T. C. S. Kynnersley, Esq.	3 days	J. W. Ward.
New Windsor	Tuesday, July 6	A. M. Skinner, Esq.	10 days	H. Darvill.
Northampton	Wednesday, July 14	J. H. Brewer, Esq.	10 days	C. Hughes.
Norwich	Thursday, July 1	P. J. O'Malley, Esq.	14 days	E. C. Bailey.
Plymouth	Saturday, July 3	C. Saunders, Esq.	14 days	R. E. Moore.]
Pontefract	Thursday, July 1	J. L. Hannay, Esq.	14 days	J. Foster.
Portsmouth	Friday, July 2	Mr. Serjeant Cox	10 days	J. Howard.]
Portsmouth	Monday, June 28	F. Barrow, Esq.	8 days	W. W. M. Hayward.
Rye	Thursday, July 8	R. H. Hurst, Esq., M.P.	Statutory	G. S. Butler.
Salisbury	Friday, July 2	J. D. Chambers, Esq.	10 days	F. Hodding.
Sandwich	Thursday, July 1	J. Deedes, Esq.	8 days	Thos. L. Surridge.
Scarborough	Friday, July 9	J. Middleton, Esq.	10 days	J. J. P. Moody.
Shrewsbury	Thursday, July 1	W. F. F. Boughey, Esq.	14 days	R. Clarke.
Stamford	Monday, July 19	Hon. E. C. Leigh	10 days	J. Torkington.
Tewkesbury	Thursday, July 15	A. W. Daniel, Esq.	Statutory	W. Winterbotham.
Wenlock	Saturday, June 28	U. Corbett, Esq.	14 days	G. Potts.
Wigan	Wednesday, July 21	J. Catterall, Esq. ....	.....	J. Mayhew.
Winchester	Friday, July 2	A. J. Stephens, Esq.	14 days	W. Bailey.
Worcester	Thursday, July 1	E. T. Streeten, Esq.	10 days	R. T. Rea.
York	Monday, June 28	E. P. Price, Esq., Q.C.	14 days	J. Wilkinson.

DISS PETTY SESSIONS.

(Before G. E. FREER, Esq. (Chairman), and Dr. CURTEIS.)

Affiliation case.

This case was brought by Bertha Blomfield, daughter of Mr. Samuel Blomfield, farmer, of Dickleburgh, against Habakkuk Bartram, threshing machine proprietor, of the same place.

Stanley, of Norwich, appeared on behalf of the complainant, and

Woolnough Gross for the defence.

Considerable interest was called forth by the case, owing to the number of witnesses called, and the respectable position occupied by the persons connected with it.

Upon the case being called, Gross said he had not his certificate with him, as had been requested by the bench, on account of his London agents not having sent it, but if the case were adjourned he would take steps to meet the wishes of the magistrates.

Dr. CURTEIS thought such a course was unnecessary as a solicitor was well known.

Mr. FREER then said he should require the certificates to be produced before he would allow the case to be heard, and asked Mr. Stanley if he had brought his.

Stanley said that he had not troubled himself to bring his certificates to Diss, nor should he produce them to Mr. Frere, except as a matter of courtesy; and even in that case he should require Mr. Frere to produce his commission as a magistrate, whereby he might know that Mr. Frere had even the right to question his (Mr. Stanley's) claim to be heard.

Mr. FREER, who with difficulty restrained his feelings, signified that the case was adjourned, whereupon Dr. Curteis, addressing himself to Mr. Stanley, observed that he was no party to this request being made, and said to the chairman that he disagreed with the making of such a request, as Mr. Stanley was well known as a duly qualified practitioner, having acted in the defence of Sheward, in the late trial for murder at Norwich, and being well known to Mr. J. Muskett, clerk to the Bench.

Stanley again assured Mr. Frere that he should not produce his certificates except on the above-named condition that Mr. Frere should also produce his commission, in the mean time he (Mr. Frere) was at perfect liberty to procure a *Law List* to satisfy himself upon the point.

Mr. FREER, who evidenced considerable excitement, ordered the court to be cleared.

Stanley, however, continued to address the Bench, to which Mr. Frere made no reply, except repeating the order to clear the court.

THE ADMINISTRATION OF JUSTICE AT CORK.—At a special meeting of the town council on Friday, Mr. D. A. Nagle moved that the corporation petition the Crown to appoint two paid barristers to discharge the business of the Petty Sessions

Courts at Cork, Queenstown, and Passage, superseding the unpaid magistracy. In support of the proposition Mr. Nagle urged the importance of the business transacted in these courts, especially at Queenstown, the unfitness of unskilled magistrates to adjudicate in cases often involving legal questions, and the unsatisfactory character of the present administration of justice. He estimated the expense involved in the change at 1300*l.* a year, of which the revenue of the courts would furnish 400*l.* Mr. D. O'Sullivan seconded the motion. Mr. Collins opposed the motion, on the ground that justice was fairly administered in the petty sessions courts at present, and that the effect of the change would be to supersede an independent magistracy by two "Castle hacks." After a warm debate the motion was rejected by 14 votes to 12.

CRIMINAL LAW.—There was a discussion a short time ago in the House of Commons respecting a very useful little office, although little known to the general public, called the Examiner of Criminal Law Accounts Office, but, like many other discussions in that House, it took the form of words and nothing more. The business of this office is to examine the accounts of the clerks of the peace for the counties and boroughs in England and Wales, the accounts for the maintenance of prisoners other than those sentenced to penal servitude, and the sheriff's accounts. The establishment consists of two examiners at 1000*l.* a year each, and a staff of seven clerks, the maximum salary of the latter being 450*l.* On the superannuation of the late chief clerk, who enjoyed a special salary of 500*l.* a year, we believe no promotion took place, and the vacancy was not filled up. When opportunity offers it would seem to be worth consideration whether it would not be possible to reduce the number of examiners to one, to appropriate part of the saving thus effected for the benefit of the taxpayer, and the other part, if it is not particularly wanted, to the benefit of the clerks who, unless we are misinformed, do most of the work, and would probably do it none the worse if some day they were allowed the chance of a little promotion.—*Fall Mall Gazette.*

COUNTY FINANCIAL BOARDS.—A special meeting of Middlesex magistrates was held on Thursday at the Sessions House, Mr. Kemshead in the chair, to receive the Parliamentary committee's report in reference to the County Administration Bill. The report was a lengthy one, and considered the Bill in question open to grave objections. What the committee specially recommended was to obtain an alteration of sect. 3, so as to reduce the number of elective members; to extend the reservation made by sect. 9 in favour of the justices, so as to comprise asylums, reformatories, and industrial schools, including the appointment of officers to the same; to secure the rights and interests of present officers; to procure the reservation of property and control over the sessions houses and their effects. The report was received, and a deputation quitted the court to wait upon the Home Secretary. On their return, and the court being reconstituted, Mr. Turner, chairman of the Parliamentary committee, stated what had

taken place at the interview. As regarded their first objection to the principle of the Bill, Mr. Bruce said that he could not entertain it, inasmuch as the House had passed it, but he was open to suggestions as to details. Mr. Bruce promised to give his best attention to their objections as to the appointment of additional visiting justices, payment of officers, and the reservation to the committee of visitors of complete control over the lunatic asylums, industrial schools, and sessions houses. Mr. Turner concluded by moving that the report be adopted. Mr. Serjeant Cox seconded the motion; Mr. Lewen supported. Mr. Kemshad was of opinion that the proposed amalgamation of county and parochial bodies would lead to increased expenditure. The Chairman adverted to the empty state of the court as an index of the amount of interest the ratepayers of Middlesex took in the question, and referred to a similar Bill in 1853, which was withdrawn. The motion was put and carried. Some conversation afterwards took place in reference to the Bill in Parliament respecting the appointment, &c., of coroners, and the large number of inquests held, and the great expense incurred thereby was censured.

CONTRACTS WITH BOARDS OF GUARDIANS.—There is an Act of Parliament which should be carefully studied by all who have money dealings with boards of guardians in unions and parishes, and boards of management in school districts. We allude to the Act 22 & 23 Vict., c. 49. It is a curious specimen of legislation, which will well repay perusal, as ignorance of its provisions may cause considerable inconvenience and loss to those who put their trust in boards. This Act confers on the boards in question a privilege which other people would be very glad to possess, consisting of a non-liability for debts and claims after a period of twelve months from the date of such debts or claims, unless legal proceedings are commenced and prosecuted with diligence within the time mentioned. What makes this so amusing is that the world in general is not aware of the existence of this privilege. Most people think that boards of guardians are liable for their debts like everybody else, whereas claimants and creditors who trust in their honour may find themselves at the end of a year without any legal remedy, and with the consolation of knowing that their remonstrances only excite the merriment of their debtors. Perhaps some one will be kind enough to ask the President of the Poor Law Board how many complaints have been made to his office by persons who have been victimised by the working of this eccentric Act. If on inquiry it is found to have worked well, there would appear to be no good reason why its provisions should not be extended to the community at large; until they were generally known they would enable one half of the world to relieve itself from difficulty at the expense of the other half, a readjustment of our burdens which is loudly called for in many quarters.—*Pall Mall Gazette*.

LOCAL TAXATION.—The annual returns relating to local taxation were recently issued. They form a bulky volume of over 600 pages. The total amount of property assessed in England and Wales in 1868 was, upon gross estimated rental, 118,334,081*l.*; and upon rateable value, 100,612,734*l.* The total amount of the local taxation borne by the country in this year (1868) was 16,680,459*l.* This amount was made up as follows:—Amount levied for poor-rate, 11,061,502*l.* This total not only includes the sum levied for the relief of the poor, but the contribution paid out of the poor-rate to the county, hundred, borough, and police rates, to highway and burial boards, to commissioners of baths and washhouses and fire brigade, registration and vaccination fees, and all other expenses paid out of the poor-rate. Amount levied for the following separate rates, which in some cases are not paid out of poor-rate—viz., county rate, hundred rate, borough rate, and police rate, 307,232*l.*; highway rate, separately levied, 916,779*l.*; church rates, 217,063*l.*; lighting and watching rate, 76,978*l.*; improvement commissioners, 445,431*l.*; general district rates under Public Health Acts, 1,736,247*l.*; rates under Courts of Commissioners of Sewers, including drainage and embankment rates, 695,810*l.*; rates of other kinds, 1,203,397*l.* This total includes a sum of 981,140*l.* for general and lighting rates levied in the metropolitan district.

CRIMINAL TREATMENT.—MEETING OF THE HOWARD ASSOCIATION.—On Thursday week a meeting of the Howard Association (for the promotion of the most effectual methods of penal treatment and crime prevention) was held in the City, Sir John Bowring, F.R.S., in the chair. Interesting statements in relation to the progress of the objects of the association were made by the chairman and committee and the secretary, Mr. William Tallack. Much valuable information, in the form of reports from magistrates, prison governors, and other home and foreign correspondents of the association, was also laid before the

meeting. Two petitions to Parliament and a memorial to the Home Secretary were adopted and signed by the Chairman on behalf of the association. These documents embodied the substance of the following resolutions, which were discussed, and unanimously agreed to, viz.—“1. This meeting views with much interest the progress towards a system of reformatory remunerative industry now being made by the directors of convict prisons and by the authorities of the prisons of Wakefield (West Riding of York), Manchester (New Bailey), Bedford, Holloway, Coldbath Fields, York Castle, Leeds, Durham, Liverpool (Borough), Birmingham, Bristol, Belfast, Newcastle-on-Tyne, Knutsford, Petworth, and other places in the United Kingdom. This meeting is, however, of opinion that comparatively small results will be attained by the best of these or similar efforts until some of the recommendations and restrictions contained in the report of the House of Lords' Committee in 1863, in favour of non-remunerative and practically useless labour, subsequently carried into operation by Sir George Grey's Prison Act of 1865, are abandoned, or modified by the greatly increased adoption of a system of reformatory industry in gaols, including, as a prominent feature, the training of prisoners to obtain an honest living on discharge, as is so successfully effected in the prisons of some foreign countries. (The conclusions of the Lords' Committee as to industrial occupation were admitted by them to be opposed to the recommendations of the two prison inspectors and of the governors of some of the largest and best managed gaols in the kingdom.) 2. This meeting believes that very satisfactory results would follow the adoption (first as an experiment and then as a rule) of a system of labour sentences, for certain classes of offenders, involving their confinement or restraint until they have, by the result of their labour, made total or partial restitution for their offences, or have at least defrayed the cost of their detention, either wholly or in good degree, according to their ability. 3. This meeting cordially approves of the suggestion recently made by Lord Chief Justice Erle, that it would be advantageous to criminal discipline if the visiting justices of the local gaols were to make arrangements for occasional or periodic conferences of the governors of those establishments. 4. This association has observed with regret that only one of the recommendations of the late royal commission on capital punishment has been carried into effect, viz., the conducting of executions within the walls of prisons, a point on which the commissioners were by no means unanimous. This association, therefore, concludes to memorialise Parliament that, in case the Bill for the abolition of the death penalty be not passed, the Legislature may adopt the conclusions which received the unanimous assent of the said commissioners, that murders should be classified under two divisions, according to the degree of premeditation or provocation; that only the worst class should be capitally punished; and that it should be left to the jury in each case to determine the degree of the crime. Further, the commissioners were united in advising that a Government inquiry should be instituted into the vexed question of criminal lunacy, and that the laws relative to infanticide should be modified.”

CRIMINAL STATISTICS OF IRELAND.—The returns for the year 1867 show a slight decrease in the effective strength of the Royal Irish constabulary. In 1866, the number was 11,906, while in 1867 it had diminished to 11,873, showing a decrease of 33 men. In the Dublin metropolitan police there was a decrease of 20; the local force, however, is the same (382) as it was in 1866, bringing up the total force in 1867 to 13,302. Compared with the population, the police are as 1 to even 418, while the proportion in England was 1 to 890. The cost of the force has increased to 122,381*l.*, or more than 15 per cent. In 1866, the average cost per man was 55*l.* 6*s.* 3*d.*, in 1867, it was 62*l.* 1*s.* 1*d.*; in England, it was 79*l.* 15*s.* 6*d.* The total cost of the police and constabulary in Ireland in 1867 was 902,298*l.*, of which the public revenue contributed 823,997*l.* The number of criminal classes at large in Ireland was 10,361, or 243 in excess of the number in 1866. Vagrants and tramps would appear to be on the increase; in 1866 they numbered 11,578, but in 1867 the number was 12,626. Although the number of police in Ireland is so much greater, in proportion to population than in England, yet the number of criminal classes at large and known to the police is less than one-half of the number in England, being 10,361, as compared with 21,151 in an equal portion of population. The proportions for vagrants and tramps under 16 years of age, however, are reversed. It is to be hoped that the effect of the Act 31 Vict. c. 25, authorising industrial schools in Ireland, will be to diminish this number of juvenile delinquents. In Dublin the criminal classes are in the proportion of 1 in 108 of the population; in London the proportion is 1 in 222. In addition to those at large, who numbered 22,987 in Ireland in 1867,

there were in local prisons 2460; in convict prisons, 1335; and in reformatories, 642—bringing up the grand total of criminal classes to 27,424 or 26 per cent less, in proportion to population, than the number in England. The number of persons apprehended for 9260 indictable offences committed in 1867, and not disposed of summarily, in Ireland was 6591. In 1866 the number of indictable offences was 9082, showing an increase of 178 in 1867. The proportion of apprehensions to the number of crimes committed was 71·2 per cent. In England a greater proportion of offenders go unpunished, the proportion being 50·6 per cent. These results appear to indicate greater vigilance on the part of the Irish police than is displayed by the police in England. The number of offences reported comprises 64 murders and 107 attempts to murder; and under this class of offences against the person there is a decrease of 24, the numbers being 1330 in 1866 and 1306 in 1867. One noticeable feature in the returns is, that as regards the offences of attempts to murder, shooting at, wounding, stabbing, &c., to do bodily harm, and manslaughter, the Irish statistics are more favourable than the English. Besides those apprehended and committed for indictable offences in Ireland in 1867, 215,698 persons were summarily convicted, and a further number of 43,908 were discharged, the total being 259,601, or 22,254 more than in 1866. The returns show that while there was less of theft and of crimes indicating a low moral tone, such as aggravated assaults on women and children, in Ireland there was, on the other hand, a greater prevalence of malicious offences than in England. Under the indictable offences an interesting statement appears showing the offences in 1866 and 1867 that were of a treasonable or seditious character, from which it appears that there was an increase of 70 cases of the more serious forms of treason in 1867. This is the chief unfavourable feature of the returns. The entire number of treasonable and seditious offences amounted to 836 in 1867, and 813 in 1866. In the case of offences determined summarily, the convictions (83 per cent.) were higher than the proportion in England—70 per cent. The penalties imposed upon those committed in Ireland in 1867 show that 156 were sent to reformatory schools; and 17,958 were imprisoned for periods varying from 14 days and under to six months. Out of the number convicted 173,635 were fined, 6 were whipped, 4765 had to find sureties or recognisance, and 362 were delivered to the army or navy. The returns indicate that punishments of a trifling character bear a higher proportion in Ireland to total punishments than in England, while the proportional number of serious punishments is much less in Ireland. It is worthy of remark that out of a total of 266,262 persons proceeded against in Ireland in 1867, no less than 185,601 are returned as of previous good character, and 46,166 as of character unknown, proving that only 34,515 of the whole number consisted of known thieves, or otherwise of bad characters. The coroners' returns for the year 1867 exhibit the result of 3983 inquests. In these the verdict was murder in 75 cases, manslaughter in 37, suicide in 84, and accidental death in 968. While the coroners return 76 verdicts of wilful murder, the police report only 64, a discrepancy which has been accounted for by the assumption that in cases of supposed infanticide, when a verdict of murder is returned, the result at the trial is a verdict of concealment of birth. Of the 75 verdicts of murder 45 were of children under one year of age. Of the 471 infants under seven years of age upon whom inquests were held, 294 were legitimate and 177 were illegitimate, which would lead to the erroneous conclusion that illegitimate children are not usually the subjects of infanticide; but upon analysing the returns still further it is found that of 260 children upon whom inquests were held in Ireland in 1867, under one year of age, no less than 166, or 64 per cent., were illegitimate. The cost of coroners' inquests in Ireland in 1867 was 7046*l.* 15*s.* 3*d.*, averaging 2*l.* 8*s.* 8*d.* per inquest, while in England it was 3*l.* 2*s.* 2*d.* Allowing for reduction of population in Ireland the diminution of serious crime in ten years (1858-67) is from 107 to 82 per 100,000 of population; and among the favourable features of the Irish statistics for 1867 may be mentioned the diminution in the number of commitments for drunkenness from 9772 in 1866 to 7524 in 1867.

BREAKFAST—EPPE'S COCOA—GRATEFUL AND CONFORING.—The very agreeable character of this preparation has rendered it a general favourite. The *Oswestry Service Gazette* remarks:—“The singular success which Mr. Eppe attained by his homoeopathic preparation of cocoa has never been surpassed by any experimenter. By a thorough knowledge of the natural laws which govern the operations of digestion and nutrition, and by a careful application of the fine properties of well-selected cocoa, Mr. Eppe has provided our breakfast tables with a delicately flavoured beverage which may save us many heavy doctors' bills.” Made simply with boiling water or milk. Sold by the Trade only in 1*lb.* 1*lb.*, and 1*lb.* tin-lined packets, labelled “JAMES EPPE and Co., Homoeopathic Chemists, London.”

REAL PROPERTY LAWYER AND CONVEYANCER.

NOTES OF NEW DECISIONS.

CONVEYANCE IN FEE WITH A COVENANT FOR EXCLUSIVE RIGHT TO SELL BEER.—The plaintiff, a brewer, conveyed land in fee to the trustees of a building society, who covenanted that the plaintiff, his heirs, and assigns, should have the exclusive right of supplying all ale, beer, and porter which might be consumed in every house or other building which might be erected on the land, and which might be opened or used as an inn, public-house, or beershop. The defendant, who was also a brewer, purchased the land of the trustees with notice of the covenant, and afterwards built and opened a public-house, which he supplied with ale of his own brewing. The plaintiff thereupon filed a bill against the defendant to enforce his covenant. To this bill the defendant demurred for want of equity, on the ground that the covenant was bad, as being uncertain in its terms, as containing no mutuality between the plaintiff and defendant, and as acting as a restraint on trade: Held, that the covenant was good, and that the demurrer must be overruled, with costs: (*Catt v. Tourle*, 20 L. T. Rep. N. S. 551. V. C. S.)

RIGHT TO SUPPORT—LAND LYING ON SUBTERRANEAN WATER—RIGHT OF ADJACENT LAND-OWNER TO DRAIN.—B. having land near a populous town, granted a portion of it to C. in fee, reserving a rentcharge, and taking a covenant from C. to build cottages upon it to secure the rent. Afterwards he granted the rest of it to another person, who built a church on it. The ground in question lay at a lower level than the surrounding land, and large quantities of rubbish had been thrown upon it. The water draining to this piece of ground had, with the rubbish, created a spongy, artificial soil. C. had not drained his portion, but only levelled it previous to building the cottages. D., a contractor for building the church, had, to secure a foundation, drained the land, the effect of which was to take the water away from C.'s land, which consequently subsided, and the cottages were cracked and injured. In an action by C. for the damages thus done, it was held upon appeal, first, that there was no general principle of law that prevented the adjacent owner from draining and improving his land, though the effect was to drain his neighbour's land, and so to cause his surface to subside; secondly, that it must have been contemplated that the adjacent land would be used for building purposes, and therefore there was no implied undertaking not to put the land to such purposes, and not to take the usual steps for making it fit for them, and that the action was not maintainable: (*Poppell v. Hodgkinson*, 20 L. T. Rep. N. S. 578 Ex. Ch.)

MORTGAGE—TRANSFER WITHOUT NOTICE—PAYMENT BY MORTGAGOR TO A SOLICITOR NOT AUTHORISED BY THE MORTGAGEE.—B. and C., mortgagees, transferred their mortgage to D., without giving notice to the mortgagor, who, intending to redeem, paid the amount of the mortgage to the solicitors of B. and C., without ascertaining that they were authorised to receive it. The solicitors misappropriated the money. B. and C. executed a deed prepared by their solicitors, but without perusing it or knowing its contents, which contained a recital acknowledging receipt of the money, and which purported to convey the property, by direction of the mortgagors, to their nominees. No proper receipt was indorsed on the deed. The transferee of the mortgage was held to be entitled to a decree of foreclosure against the mortgagors: (*Withington v. Tate*, 20 L. T. Rep. N. S. 637. L. C.)

WILL—CONSTRUCTION.—B. by will gave certain legacies to certain persons, whom he described as his nephews and nieces. Of the persons so described only one was his nephew and one his niece, and the others were his wife's nephews and nieces. At the date of his will he had no brother and only one sister, who was so old that it was impossible he should have any more nephews or nieces. He directed his trustees to divide his residuary estate between all his nephews and nieces: Those of his wife were held to be entitled to share: (*Adney v. Greatrex*, 20 L. T. Rep. N. S. 647. M. R.)

B. gave real and personal property to trustees upon trusts to pay one moiety thereof to his daughter B. for life, and the other moiety to his daughter C. for life, and after the death of "either," in trust for all the children of "each"

who should be living at her decease, when and as they should respectively attain the age of twenty-eight years: It was held that on the death of C. her children took her share to the executor of the children of B., and that the gift to the children was not void on the ground of remoteness: (*England v. England*, 20 L. T. Rep. N. S. 648. V. C. S.)

WILL—GIFT TO B., HIS "HEIRS OR REPRESENTATIVES."—B. gave sixteen houses on trust as to the overplus arising from sale thereof, after payment of certain legacies, for C. and D. as tenants in common, and their respective "heirs or representatives;" and five other houses in trust for D., her heirs and assigns for ever, free from the control of any husband, her receipt alone to be a full and effectual discharge. Should she die without children, then over. C. died in the lifetime of the testator. D. survived him but died intestate, leaving a husband and child. It was held that the words "or representatives" being introduced in substitution for heirs and not in substitution for the legatee named, C.'s share lapsed, and that D.'s husband was entitled to a life-interest in his deceased wife's estate as tenant by the curtesy: (*Appleton v. Rowley*, 20 L. T. Rep. N. S. 600. V. C. M.)

JOINT-STOCK COMPANIES' LAW JOURNAL.

NOTES OF NEW DECISIONS.

WINDING-UP—UNAUTHORISED PAYMENT OF DIVIDENDS—REPAYMENT BY OFFICER OF THE COMPANY.—The express object of the 101st and 165th clauses of the Companies Act 1862 is to preclude the necessity of a double process, or double set of proceedings, in all cases where either a contributory holds any moneys due from him to the company, or a director or other officer has retained, or become liable or accountable for, any of the moneys of the company, and to enable the court to compel the repayment of such moneys; and where upon notice of motion, and upon affidavits and examination of witnesses, the objects of the sections can be attained, a bill is wholly unnecessary and improper. A dividend wholly delusive, paid in violation of the general Act and of the company's constitution, amounting, in point of fact, to a return to the shareholders of a large portion of the subscribed capital, is clearly a sum of money which would be due from the contributories receiving it, or for which any officer so receiving money would be accountable, and the court has jurisdiction, therefore, under the Act and without bill filed, to order the person receiving to refund it. But in order to induce the court to compel the refunding of a dividend, it is not sufficient that the dividend should have been declared and paid on the strength of a balance-sheet, which took credit for large items in respect of a debt due to the company, and of property belonging to the company, which were exposed to the greatest risk, and were never in fact realised, even although the company's constitution provided that it should not pay dividends except out of profits, and that it should pay dividends when the profits "in hand" were sufficient to pay 5 per cent., and the company, to enable them to pay the dividend declared, were obliged to borrow from the bankers the necessary funds. Held, also, by Malins, V.C., that the 12th section of the Companies Act 1862 applies only to an express and formal diminution of capital, and not to such a diminution as may be taken to be effected by the payment of an unwarranted dividend: (*Stringer's case*, 20 L. T. Rep. N. S. 591. L.J.J.)

LIABILITIES OF RAILWAYS—NEGLIGENCE—INJURY TO PERSONS USING THE COMPANY'S PREMISES.—The plaintiff had ordered some coals to be sent to a certain station on the defendants' railway. It appeared that the ordinary way of unloading coals at the station was by "tipping" the contents of the trucks through cells or spaces between the rails into the consignee's carts upon a roadway beneath the siding. It was the habitual practice for the consignees or their servants to assist in tipping the trucks, and for this purpose they were accustomed to go on to a flagged way alongside the siding. The plaintiff, upon learning that his coals had arrived, went to the station and saw the station master, who told him that all the cells being occupied, he could not immediately have his coals; he then said that, being in a hurry for coals, he would go and get on the waggon and

take a portion for immediate use. The station master neither gave him permission to do so nor prohibited him. He accordingly went on to the flagged way, and was stepping down from the waggon after getting his coals, when some of the flags being in a defective condition gave way, and he was thrown down into the cell, and sustained severe injuries, in respect of which he brought his action against the company for negligence: Held (Bramwell, B. hesitating), that a duty arose upon the part of the company towards the plaintiff to take care that the flagway was in a secure condition, the plaintiff being more than a mere licensee, and that the action was therefore maintainable. Per Bramwell, B.—The continued acquiescence of the company in a practice which was for their benefit as well as that of their customers, amounted to an invitation to the plaintiff as one of their customers, to make use of the flagway for the purpose of assisting in unloading his coals, and such invitation could not, under the circumstances, be taken to be restricted to the purpose of unloading by "tipping" only: (*Holmes v. The North-Eastern Railway Company*, 20 L. T. Rep. N. S. 616. Ex.)

POWER OF COMPANY TO ACCEPT BILLS—DELEGATION OF AUTHORITY TO CHAIRMAN—ULTRA VIRES.—Where the memorandum and articles of association of a company empowered the company to accept and indorse bills, and provided that no persons except the directors or some person expressly thereunto authorised by the board should have power so to do, but gave to the directors power at all times, in the name and behalf of the company, to accept and indorse bills, and bills were so accepted by the chairman acting under a resolution confirmed and adopted by the full board, a person contracting *bona fide* with the directors is not bound to see that all the preliminaries contemplated have been observed; and still less is it incumbent on the innocent holder of bills of the company to make such inquiries. Per Giffard L.J.: If the directors met together and knew that the chairman had accepted a bill, the company would be bound without formal resolution, and whatever might be the necessary quorum; and the result would be the same if the directors treated such a bill as valid, although the fact of its having been made was not known to them till after it was made. The memorandum and articles of the above-named company contained the provisions mentioned. L. and the directors agreed that the company should accept bills to a very large amount for L., who was in return to execute to them a mortgage of his interest in a railway company, and to deposit securities to a specified value. The matter was referred to a sub-committee to arrange the mode of carrying out this agreement, and the sub-committee at various meetings matured the plan, and directed the chairman to accept the bills in exchange for the securities named. These proceedings were all approved by the board, and the chairman accepted the bills, although L. deposited only a portion of the promised securities. Those which he did deposit were then, however, in the hands of O. G. and Co. to secure advances by them to L., and they consented to relinquish them only on the promise of L. to give them in exchange some of the acceptances of the company. Thus O. G. and Co. became the holders of the bills to a large amount. The bills were entered in the books as bills on which the company was liable; they were dealt with by the board in various ways; some were paid, some were renewed; and when L. became bankrupt, and the company was ordered to be wound-up, O. G. and Co. were the holders of the bulk of them: Held, that their claim to prove against the estate of the company for the amount of the bills was valid, and must be admitted in the winding-up; for the acceptances were within the scope of the company and within the powers of the directors, and it was quite immaterial whether the transaction was assented to by them with or without knowledge of the amount of the securities deposited; the authorised agents of the company representing to the public that everything had been rightly done. When at the original hearing witnesses for the one party had been tendered for cross-examination, and the offer was refused, an original motion to cross-examine them at the hearing before the Court of Appeal was refused with costs: (*Re The Land Credit Company of Ireland*, 20 L. T. Rep. N. S. 641. L.J.J.)

WINDING-UP—PRACTICE—SOLICITOR.—Where an order was made discharging the solicitor to the liquidator who had conducted the proceedings till then, he was held to have no lien for his unpaid costs beyond the documents in his possession relating to the winding-up: (*Re Union Cement Company*, 20 L. T. Rep. N. S. 649. V.C.S.)

BILL BY COMPANY AGAINST DIRECTORS—BREACH OF TRUST.—A bill was filed on behalf of Overend, Gurney, and Co., a limited company in course of being wound-up, against its directors, seeking to render them liable for neglect of duty and breach of trust in having carried out the powers given them by the company in purchasing the business of the old firm of Overend, Gurney, and Co. when they knew that that firm was insolvent, and also for having neglected to obtain a sufficient guarantee by that firm, or a mortgage of the private estates of the partners, to secure or make good the difference between what they knew to be the actual and the nominal value of the assets of the old firm. Demurrer on the ground that it was incompetent for a company to sue its own directors for breach of trust; that the proper remedy was by action at law for damages; and that, if the Court of Chancery could give any relief, it was under the machinery of the Companies Act 1862. overruled: (*Overend and Co. v. Gurney and others*, 20 L. T. Rep. N. S. 652. V.C.M.)

LIFE ASSURANCE—INSURING THE LIFE OF ANOTHER.—Sect. 2 of 14 Geo. 3, c. 48, enacts "that it shall not be lawful to make any policy on the life of any person without inserting in such policy the person's name interested therein, or for whose use or benefit, or on whose account such policy is so made." B. married a minor, who was entitled to a legacy on coming of age. The trustees proposed to advance the money on C. becoming surety, which he agreed to do if B. would insure his wife's life. This was done by the wife's insuring her own life in her own name, the policy containing no reference to its being entered into for the benefit of B. The policy was held to be void under the above section: (*Evans v. Bignold*, 20 L. T. Rep. N. S. 659. Q.B.)

LIABILITIES OF RAILWAYS—PRESUMPTION OF NEGLIGENCE.—B. was employed as a builder to repair a station. C., a servant of the company, in the course of his employment at night, closed some gates between the station and a warehouse of the company, and in so doing was struck by a heavy plank, and much injured. B.'s servants were working at the wall some time before, and it was suggested that they had placed a plank across the gates for a scaffolding, and left it there. There was no evidence that B. or his servants knew that the gates were usually shut at night. This evidence was held to raise no presumption of negligence by B.: (*Pearson v. Plucknett*, 20 L. T. Rep. N. S. 662. C.P.)

MARITIME LAW

NOTES OF NEW DECISIONS.

INSURANCE—CONCEALMENT—PORT OR PORTS—PORT UNKNOWN TO THE UNDERWRITERS.—Plaintiffs effected a policy of insurance with the defendant on a vessel "at and from Buenos Ayres, and port or ports of loading in the province of Buenos Ayres to port or ports of discharge in the United Kingdom," knowing at the time that the vessel was to go from Buenos Ayres to Laguna de los Padres, a port in that province, but not communicating that fact to the defendant. Laguna de los Padres was, at the time the policy was made, a port unknown to underwriters as a place of loading, and underwriters knowing that a vessel was to load there, would require a higher premium than that charged for the insurance effected with the defendant. It had no artificial port or mole, but only a wooden jetty or pier, and a slaughter-house; vessels have to anchor about a quarter of a mile from the shore, in the roadstead (which is protected by natural headlands on either side, which form a kind of bay), and to load and unload by means of lighters and small craft plying between the vessels and the jetty. There is a regular trade between it and Buenos Ayres, but not between it and Europe, and by the custom laws of the country vessels sailing outwards from Laguna de los Padres are compelled to return to Buenos Ayres to clear. The vessel sailed from Buenos Ayres to Laguna de los Padres; but, being unable to get a complete cargo there, proceeded to return to Buenos Ayres, for that purpose, and was lost before reaching that place.

In an action against the underwriter on the policy of insurance: Held, (1) that Laguna de los Padres was a port of loading within the meaning of the policy; (2) that the vessel's attempted return to Buenos Ayres for the purpose of completing her cargo was not a deviation; and (3) that the concealment from the underwriter of the intention that the vessel should go to Laguna de los Padres was not such a concealment as vitiated the policy: (*Harrower v. Hutchison*, 20 L. T. Rep. N. S. 556. Q.B.)

INSURANCE—CONCEALMENT—MATERIAL FACT—POLICY SIGNED UNDER PROTEST.—Defendant, an underwriter, signed a "slip" effecting an insurance on the freight of a certain ship; at the time of his so signing the plaintiff knew of, but did not communicate to the defendant, a fact which the court held to be a material fact, which plaintiff was bound to communicate. The defendant subsequently, at a time when he was fully acquainted with this fact, signed a policy in conformity with the terms of the "slip" but also at the same time wrote a letter of protest to plaintiff's brokers, declaring that he would resist any claim made under the policy: Held, in an action on the policy, that it was vitiated by the concealment, and the action was not maintainable: (*Nicholson v. Power*, 20 L. T. Rep. N. S. 580. Ex. Ch.)

COLLISION—NEGLIGENCE—COMPULSORY PILOTAGE—LIMIT OF PORT OF LONDON.—The plaintiff's ship, the *Stork*, was run into by the defendants' ship, the *Thames*, between Gravesend and Yantlet Creek. The defendants' ship was coming up the river under the charge of a licensed pilot, by whose default the collision occurred. She belonged to the Port of London, and if the port extends to Yantlet Creek, she was within her port; if only to Gravesend she was not. The 388th section of the Merchant Shipping Act exempts the shipowner from liability for damage occasioned by default of a licensed pilot within any district, where the employment of such pilot is compulsory by law. The London pilotage district extends from Dungeness to London-bridge, but no pilot can be licensed to conduct ships both above and below Gravesend. The pilotage rate is a rate from Dungeness to Gravesend, and not to any other intermediate place. By the 6 Geo. 4, c. 125, s. 59, a ship is exempted from compulsory pilotage while within the limits of the port or place to which she belongs. It was found as a fact by an arbitrator, to whom it was referred to state a case in an action between the plaintiffs and defendants for the damage occasioned by the collision, that for pilotage purposes Gravesend was the limit of the Port of London. Held, by the Court of Exchequer Chamber, that the action was not maintainable, first, on the ground that the question, what the limits of the port were for pilotage purposes, was a question of fact, and that the finding of the arbitrator was right; and, secondly, on the ground that even if the ship were at the time of the collision within her port, the pilot having been compulsorily taken at Dungeness, the relation of master and servant did not arise between him and the defendants, and the defendants were entitled to the exemption given by the 388th section: (*The British Colonial Steam Navigation Company*, 20 L. T. Rep. N. S. 581. Ex. Ch.)

DAMAGE—ARREST—LIEN FOR FREIGHT.—Where all the cargo at the time of a collision belonged to the same owner, but part had been removed when the vessel was arrested in a damage suit, the lien for freight was held to extend to every part of the cargo on board at the time of the collision: (*The Roscliff*, 20 L. T. Rep. N. S. 586. Adm. Ct.)

DAMAGE—LIGHTS.—Where a vessel has her anchor down, but is in motion, and not controlled by her anchor, she is under way within the meaning of the Admiralty regulations, and therefore bound to exhibit her coloured lights: (*The Esk*, 20 L. T. Rep. N. S. 587. Adm. Ct.)

SEAMAN'S WAGES—SHIP'S ARTICLES—LEAVING BEFORE END OF VOYAGE.—Plaintiff shipped as mate on board defendant's ship under the articles for a foreign-going ship sanctioned by the Board of Trade, May 1855, in pursuance of 17 & 18 Vict. c. 104; he left the ship before the end of the voyage, and after it was over sued the owner for wages earned during the time he remained in the ship. The cause and manner of his leaving were disputed; the jury, however, found "that there was no desertion, but the plaintiff was guilty of drunkenness and abusive language, subversive

of discipline, and that he was left behind at Sulina through his own negligence." Held (per Byles and M. Smith, J.J.), that by the form of these articles, and by the Merchant Shipping Act 1854, the plaintiff was entitled to bring this action, and that the facts as found by the jury were not sufficient to create a forfeiture of wages. *Contra*, Brett, J., who considered that the Merchant Shipping Act 1854 was incorporated in the articles, that the services of the seamen throughout the voyage were a condition precedent to the recovery of wages, and that, except by the special provisions of the Act, no wages could be recovered unless for the whole voyage: (*Batton v. Thompson*, 20 L. T. Rep. N. S. 568. C.P.)

COLLISION—COMPULSORY PILOT.—The *B. T.* arrived in the Mersey on the 22nd Oct., took a pilot on board, and under his direction was properly anchored in a safe berth. On the 27th the *W. A.*, under the charge of a pilot, anchored improperly about a ship's length from the *B. T.*, and gave her a foul berth. Between the 27th and the 29th, the vessels swung together several tides, but a collision was avoided. During this time the *W. A.* was warned by the pilot and by the captain of the *B. T.*, that unless she shifted her position there would be a collision. A collision took place on the night of the 29th. A cause of damage having been instituted by the owners of the *B. T.* against the *W. A.*: Held, that the *W. A.* having been alone to blame for the collision, and having been moored by the pilot for so long a time as caused him to be "functus officio," so far as his compulsory employment was concerned, she was not relieved from her liability by having been at the time of the collision under the charge of a pilot: (*The Woburn Abbey*, 20 L. T. Rep. N. S. 621. Adm. Ct.)

SHIP—DAMAGE—PRACTICE—LIS ALIENI PENDENS.—Where a suit is pending elsewhere respecting the same matter, and where a full indemnity might be obtained, the court will suspend proceedings or put the plaintiff to his election; and this whether such proceedings are *in rem* or *in personam*: (*The Mali Ivo*, 20 L. T. Rep. N. S. 681. Adm. Ct.)

LAW STUDENTS' JOURNAL.

QUESTIONS FOR THE FINAL EXAMINATION.

TRINITY TERM 1869.—SECOND DAY.

IV. PRELIMINARY.

Questions 36 to 40 inclusive.

V. EQUITY AND PRACTICE OF THE COURTS.

41. How may the evidence in a suit be taken after issue joined? And how, and under what authority, should admissions be asked for?
42. When is evidence in chief closed, and when, and how, can cross examination be obtained?
43. What was the object of a bill of discovery, and how is that object usually attained now?
44. Under what circumstances is a person entitled to file a bill to perpetuate testimony, and in respect of what rights or claims?
45. Can a married woman sue in respect of her separate estate, with, or without her husband, and who is liable for costs of suit?
46. What change in the law was effected by Locke King's Act (17 & 18 Vict. c. 113), as to payment of mortgage debts?
47. If a conveyance appears absolute on the face of it, will a court of equity admit any, and what evidence that it was intended as a security only, and what circumstances would have an important bearing on the question?
48. Can a mortgagee make his mortgagor account for rents or profits received by him (the mortgagor) while in possession, and whether the estate is a sufficient security or not?
49. Under what circumstances will a legal mortgagee be postponed to an equitable one?
50. What security is a surety (paying the debt) entitled to have the benefit of, and what alteration in the law in this respect was made by the Mercantile Law Amendment Act 1856?
51. State how the remedy for contribution between sureties is more beneficial in equity than at law.
52. Under what circumstances will a surety be discharged in equity from his liability?
53. What is the law, or rule, as to appropriation of payments?
54. Will equity enforce the performance of contracts respecting personality, equally as of contracts respecting realty, and if not, why not?
55. What instruments will courts of equity

generally set aside and cancel; or decree to be delivered up and cancelled?

VI. BANKRUPTCY AND PRACTICE OF THE COURTS.

56. In what case can the amount of a verdict be proved in a bankruptcy, and in what not?

57. In what, if any, case can a creditor prove his debt under the bankruptcy so as to share in the dividend, without oath or affirmation; and how should he proceed to make such proof?

58. How, and to what extent, and in what cases, are securities held by a creditor affected by the bankruptcy of his debtor; and in what cases can he retain any, or what, securities?

59. If an action against a debtor be in progress at the time of the adjudication of bankruptcy, how (if at all) can the plaintiff relieve himself from liability to proceed with the action, or to pay the defendant's costs?

60. If an action against the bankrupt be pending at the time of the adjudication, what will be the effect of the plaintiff proving the debt under the bankruptcy?

61. In what case can a proof be made in a bankruptcy for costs, and in what not?

62. After what respective periods from the signing of the judgment, and under what several circumstances, may a judgment-debtor summons be issued; and what is the statute relating to such summons?

63. What are the conditions applying to the case of every deed of composition, before the deed can be given in evidence?

64. What are the requisites necessary to make a deed of composition or arrangement binding as against creditors who have not executed, or assented to it?

65. If a creditor holds a security for his debt, or part of it, to what extent, or for what proportion, can he prove the debt under the bankruptcy of the debtor? State the different circumstances in which the rules on the subject are different.

66. What matters must be proved in order to obtain an adjudication of bankruptcy against a trader, and what is the nature of the evidence required to be given?

67. What are the steps to be taken after adjudication of bankruptcy, and what time must elapse before the adjudication can be Gazetted?

68. How should a creditor proceed under the 78th and following sections of the Bankruptcy Act 1849, in order to compel his debtor to pay, or secure the debt, or commit an act of bankruptcy?

69. What courses are open to the alleged debtor to pursue on being served with a trader-debtor summons, under sect. 78 of the Bankruptcy Act 1849?

70. If a creditor holding a security on the bankrupt's property wishes to place himself in the most advantageous position, either in respect of his security, or of the dividends under the bankruptcy, what course is it advisable for him to pursue?

VII. CRIMINAL LAW AND PROCEEDINGS BEFORE MAGISTRATES.

71. Classify justices of the peace according to the mode of their appointment, and describe the character of their powers and duties.

72. Describe the course of proceeding to obtain an order for the diversion or the stopping of a highway.

73. In what cases have magistrates power to restore to a landlord the possession of premises vacated by a tenant, and what are the forms of procedure in such cases?

74. Describe the proceedings necessary to be taken preliminary to the trial at quarter sessions of a person accused of a crime.

75. What difference, if any, prevails to the competency of witnesses in criminal and in civil cases?

76. State the cardinal rules of evidence.

77. State those cases in which evidence, not relevant to the matter in issue, is receivable in criminal trials.

78. What is meant by circumstantial, and what by direct evidence? and state some instances of each from reported trials.

79. What are presumptions of law, and what presumptions of fact? and from what arises the difference prevailing in criminal and in civil cases?

80. What are the two rules laid down by Lord Hale upon presumptive evidence in criminal cases?

81. In what case is the burden of proof thrown upon the prisoner?

82. In what cases is the evidence of one witness not sufficient for a conviction, and what is the reason for the rule?

83. In what cases are dying declarations received in evidence, and what is essential to their reception?

84. Upon what principle is it that the confession of a prisoner is received, and in what cases are such confessions rejected as evidence?

85. What are the grounds upon which witnesses may be privileged from giving evidence?

ECCLESIASTICAL LAW.

NOTES OF NEW DECISIONS.

CHURCH-RATE—ADVANCES BY COMMISSIONERS—“CHURCH” AND “CHANCEL”—PRACTICE—LETTERS OF REQUEST.—Money was advanced under 5 Geo. 4, c. 36, by the Commissioners of Public Works for the repair of a church, to be repaid by instalments. Part was spent in repairing the chancel. A rate was made for the payment of the first instalment, which the defendant refused to pay: Held, that the money was properly spent, the word “church” including “chancel,” and therefore the rate was not vitiated: *See*, that even if the money had been improperly spent, the rate would have been good, inasmuch as the commissioners having advanced money on proper security, could not be deprived of that security by the after acts of the parish. Letters of request in a cause of subtraction of church-rates must state the date on which the rate was made, and the circumstances taking the rate out of the Compulsory Church-rate Abolition Act (31 & 32 Vict. c. 109.). The acceptance of letters of request must in every case for the future be moved by counsel: (*Rippen v. Bastin*, 20 L. T. Rep. N. S. 622. Sir R. Phillimore.)

PRACTICE—DISCRETION OF DEAN OF ARCHES—REFUSAL TO ACCEPT.—A clerk was charged with the publication of a work containing heretical doctrines. A commission of inquiry, authorised by the bishop of the diocese in which the alleged offence was committed, reported that there was sufficient *prima facie* ground for instituting further proceedings. Thereupon the bishop of the diocese where the clerk held preferment, sent letters of request to the Court of Arches. The letters set out the passages in which the alleged heresy was contained, and recited the report of the commission of inquiry, but stated no grounds why the court should accept the letters of request. On motion to the Court of Arches to accept the letters of request: Held, that the court has a discretion to accept or refuse letters of request, and will exercise that discretion in favour of refusal, where no grounds are stated for the acceptance, or where from the nature of the case (as here, on a charge of heresy) the matter is especially one for the cognisance and decision of the bishop of the diocese. Such discretion is not limited under the provisions of the 23 Hen. 8, c. 9, nor of sect. 13 of 3 & 4 Vict. c. 86 (Church Discipline Act). The dictum of Sir G. Lee in *Butler v. Dolben* (2 Lee, 317), that the Dean of Arches is bound to accept letters of request coming from a proper court, is not supported by the case of *Pelling v. Whiston* (1 Com. 199), on the authority of which that dictum depends: (*Sheppard v. Bennett*, 20 L. T. Rep. N. S. 623. Sir R. Phillimore.)

ECCLESIASTICAL PROSECUTIONS.—Three bishops have commenced prosecutions against beneficed clergymen of their dioceses for alleged violations of the Church's rule on ritual, as laid down recently by Lord Cairns, in his judgment in the Judicial Committee of the Privy Council, in the case of *Martin v. Mackonochie*. The Bishop of London prosecutes the Rev. C. F. Lowder, vicar of St. Peter's, in St. George's-in-the-East; the Bishop of Chichester prosecutes the Rev. James Purchas, incumbent of St. James's Chapel, Brighton; and the Bishop of Winchester prosecutes the Rev. R. Hooker Wix, vicar of St. Michael and All Angels, Ryde. If the Judicial Committee of the Privy Council declare that Sir Robert Phillimore, the Dean of Arches, is bound to receive letters of request in the case of *Sheppard v. Bennett*, the Bishop of Bath and Wells will prosecute the Rev. W. J. E. Bennett, vicar of Frome Selwood, for alleged unsound doctrine. A prosecution for heresy of a different kind has been commenced against the Rev. Charles Voysey, vicar of Healaugh, Yorkshire.

COUNTY COURTS.

NOTES OF NEW DECISIONS.

COSTS—CERTIFICATE FOR—POWER OF COUNTY COURT JUDGE TO CERTIFY WHEN CAUSE SENT DOWN FOR TRIAL FROM SUPERIOR COURT.—Where a cause commenced in a Superior Court is by order of a judge sent to be tried in a County Court, the judge of the County Court who tries the cause has power, under the County Courts Act 1867 (30 & 31 Vict. c. 142), s. 5, to certify that there was sufficient reason for bringing the action in the Superior Court, so as to

entitle the plaintiff to costs, and the issue sent down to the County Court is the record on which he may certify: (*Taylor v. Cass*, 20 L. T. Rep. N. S. 667. C. P.)

WANDSWORTH COUNTY COURT.

Tuesday, March 2.

(Before H. J. STONOR, Esq., Judge.)

MORRIS v. THE LONDON AND SOUTH-WESTERN RAILWAY COMPANY.

The Superior Courts have no power to refer issues of interpleader to the County Courts.

Wright for the plaintiff.

Mangles for the defendants.

This was an issue of interpleader in the Court of Queen's Bench, and which was referred to this court by an order made by Mr. Justice Hannen on the 25th Jan. 1869.

Mangles submitted that the Superior Court had no power to refer this issue, and that the court had no power to try it, and that if it did try it, even with the consent of parties, the verdict would be a nullity.

His HONOUR called upon the counsel for the plaintiff to show him under what Act of Parliament, and what section of such Act, this issue was referred.

Wright, for the plaintiff, admitted that he could not find any section of any Act of Parliament in point, but understood that the practice of the Superior Court was to refer such issues to County Courts.

His HONOUR said the Superior Courts have power, under the Act of 1867, to refer actions in contract after issue joined up to 50l., and actions of tort, where the defendant is unable to give security for costs. This was, strictly speaking, not an action at all, but merely an issue raised for the protection of the officer of the Superior Court. It was not in the nature of contract, but of tort, and there had been no inquiry or application as to the costs. It was clear that this court had not jurisdiction, and the order will be so endorsed.

Mangles applied for costs.

Wright resisted the application, on the ground that the order had been made by mistake of the Superior Court.

His HONOUR refused costs.

Mangles applied to have such refusal added to the return, and his HONOUR consented.

His HONOUR subsequently endorsed the writ as follows:—

“The issue mentioned in this order came on for trial at the County Court for Surrey, holden at Wandsworth on the 2nd March 1869, when the defendants' counsel objecting, and the plaintiff's counsel admitting, and it appearing to the court that the court had no jurisdiction to try such issue, the same was not tried, and no order was made thereon, the plaintiff's counsel offered to consent to the same being tried in order to give the court jurisdiction, but the defendants' counsel refused to consent thereto, on the ground that such consent would not give the court jurisdiction; whereupon the plaintiff's counsel applied for costs, and the defendants' counsel opposed such application, and the court refused the same, on the ground that this order had been made in mistake.

HENRY JAMES STONOR,

Judge of the above-named Court.

9th March, 1869.

The defendants took out a summons at chambers to show cause why the interpleader order in this action should not be amended by striking out the words with reference to the trial of the issue thereon directed at the County Court of Surrey holden at Wandsworth, the Judge of the County Court having no power to try an interpleader issue from the Superior Court binding on the parties.

On the 10th May 1869 this summons was heard before Mr. Justice Hannen.

Wright for plaintiff.

Woods for defendants.

The return of the judge of the County Court was placed before Mr. Justice Hannen, and he held that there had been a mistake in sending this issue to the County Court, and directed the order to be amended accordingly.

HUNTINGDON COUNTY COURT.

(Before JOHN COLLYER, Esq., Judge.)

BOTTOMLEY v. CARTER.

Particulars—Amendment.

Where the particulars stated that the action was brought to recover 11l. 5s., the price of a bullock, and it appeared that the property sold was a cow:

Held, that in the absence of consent, the judge had no power to amend, and he directed a nonsuit.

This was an action brought to recover the sum of 11l. 5s., the price of a cow, which was misdescribed in the particulars as a bullock.

Naylor, for the defendant, submitted that the plaintiff must be nonsuited, as he could not prove his case according to his particulars, and accord

ing to the rules his Honour had no power to amend unless by consent.

His Honour concurred in that view, and directed a nonsuit.

LOOKER v. PARSONS.

Master and servant—Right of master to a suit of clothes supplied to his servant who left before a reasonable time after they had been supplied.

Where a servant who was in receipt of 14s. a week wages was supplied with a suit of clothes in January and left his master's service in the following March:

Held, that a reasonable time had not elapsed to enable the servant to claim the absolute right to the clothes, and that the master was entitled to recover them in action of detinue.

Crocker v. Molyneux, 3 C. & P. 470, quoted.

This was an action brought to recover a suit of clothes detained by the defendant.

From the evidence on the part of the plaintiff it was proved that the defendant was hired by the plaintiff, who is a farmer at Huntingdon, in the capacity of a general servant. In January, a suit of undress livery was supplied to the defendant, he representing that he was likely to remain in the employ of the plaintiff. However in March he left, taking with him the clothes, hence the present action.

Day, for the plaintiff, quoted the case of *Crocker v. Molyneux*, 3 C. & P. 470, where it was held that a servant who had been engaged at thirty guineas a year and a suit of clothes, and who had been wrongfully dismissed by his master, could not recover them in an action of trover against the master, the same being held not to become the servant's property until the expiry of the twelve months.

His Honour remarked there was no doubt the plaintiff could maintain the action; but the sole question was, did the defendant stay in the plaintiff's service a reasonable time after the clothes were supplied?

Day.—Certainly not; for if your Honour holds that three months is a reasonable time, then it would follow that four suits of clothes a year were necessary for one servant.

His Honour, in giving judgment, said the whole question resolved itself into whether the defendant stayed a reasonable time in the plaintiff's service. Now it appeared that the plaintiff was a farmer, in fair circumstances, keeping a small establishment, and, having engaged the defendant at weekly wages, said, "If you are disposed to stay, I will give you a suit of clothes," whereupon the defendant said he would stay, and the clothes were procured. Now he (the learned judge) thought that the argument used by Mr. Day to the effect that if it was held that three months was a reasonable time, then four suits of clothes would be necessary. It would be unreasonable to hold that, and he thought the plaintiff was entitled to a judgment.

Judgment for the plaintiff.

COUNTY COURTS.—A parliamentary return moved for by Mr. Norwood shows that the number of plaints entered in County Courts in England and Wales during the year 1868 was, including the City of London Court, 990,306. Of these, 978,916 related to sums not exceeding 20l.; 11,357 to sums above 20l. and not exceeding 50l.; and 33, by agreement, to sums above 50l. The total amount for which plaints were entered was 2,640,525l.; and 362,375l. was paid as fees on the various proceedings in the County Courts. The total number of equitable suits or proceedings in these courts was 693, and the amount of the subject-matter in dispute or otherwise (as far as known) was 90,664l.

IMPORTANT TO PUBLICANS AND AUCTIONEERS.—*BASS v. HOMEWOOD.*—This was a cause, tried in the Exchequer. The plaintiffs were the celebrated brewers of Burton-upon-Trent. The defendant was a furniture dealer in Cross-street, Islington. The action was brought for the recovery of the value of a tablet or trade label and frame, belonging to the plaintiffs. It appears that the plaintiffs, like other brewers, have a tablet which they lend to publicans who deal with them, and which advertises the fact that their beer is sold in the house where it is exhibited. The defendant purchased the tablet in question at an auction sale of the effects of a publican, and exposed it in his shop for sale. Two of the clerks of the plaintiff, passing his shop, noticed the tablet, and informed him it was the property of Messrs. Bass, and also called his attention to a printed notice on the back of the tablet, stating that it was and always would remain their property. Shortly afterwards the sub-manager of Messrs. Bass called on the defendant, and was informed by the defendant that he had sold the tablet. The object of the present action was not merely to recover the value of this single tablet, but, in consequence of the plaintiffs having lost so many of them, to settle the law upon the subject,

and give publicity to the fact that these tablets belonged entirely to Messrs. Bass and Co., and that publicans and auctioneers had no right to deal with them. This was sufficiently established by a verdict being given for the plaintiff.

BANKRUPTCY LAW.

NOTES OF NEW DECISIONS.

B. A. 1861, SECTS. 110, 117, 136—INTERPLEADER ISSUE.—In an interpleader issue, the claimant was creditors' assignee of a bankrupt, and defendant was execution-creditor; the execution took place after the *fi. fa.* was issued, but before it was executed. At a meeting of creditors it was duly resolved to accept a composition, payable in a month, and to take no further proceedings in bankruptcy. The assignee returned the bankrupt his letters, and directed the messenger of the court to withdraw from possession. Before an order of discharge was obtained, the defendant re-issued the *fi. fa.*, and the writ was executed: Held, that the bankrupt's property had not been divested out of the assignee at the time the execution was levied. Therefore the defendant had no claim except for the amount of his composition: (*Macdonald v. Thompson*, 20 L. T. Rep. N. S. 666. C. P.)

LEEDS BANKRUPTCY COURT.

(Before Mr. Commissioner AYETON.)

Vexatious plea by bankrupt—Discharge—Affixing conditions.

George Tindall, auctioneer, Scarborough, was adjourned a fortnight ago to ascertain whether it was true, as stated by the bankrupt, that he had been misinformed by his attorney as to when the trial of an action at Manchester would take place.

Bond now read a letter from Mr. Richardson, solicitor, Scarborough, stating that the bankrupt had quite told the truth.

Simpson, for a creditor, submitted that after all this was a difficult state of affairs, because his client had been put to the cost of bringing the action, and the bankrupt pleaded never indebted. It could not be said that was not the bankrupt's plea. It was a vexatious defence, because a fortnight ago the bankrupt admitted that he owed the creditor 15l., but not 26l. If he admitted the 15l. at Manchester, the verdict and all the costs were against him. Mr. Bond said the attorney had been obliged to plead because the bankrupt was from home, and if a creditor chose to sue for more than was due if the debtor put in a plea of never indebted the creditor got his deserts.

Bond argued that it was not vexatious to plead in order to let a man recover more than was really due. The bankrupt wrote to the creditor and offered to pay the 15l., but he refused to pay some costs about which the creditor was inexorable. The creditor might at the expense of a few shillings have gone to the County Court.

The Commissioner said the creditor had a right to go to the Superior Court, and he ought not to be damaged by exercising that right. The bankrupt had pleaded vexatiously at all events as to the 15l. which he admitted, and if he owed the money, though he had not the amount, he had no right to plead not indebted. His Honour thought the bankrupt might have his discharge on condition that it did not affect this debt.

Bond demurred, saying that the Lords Justices had declared themselves very strongly against affixing such conditions.

The Commissioner said he should affix a condition in spite of the Lords Justices. The Act of Parliament under which they had so decided was now gone, and therefore their decision was gone too. His Honour said he should order that any pay, income, or emoluments hereafter coming to the bankrupt should be liable to the payment of 32l. 2s. 4d., the amount of the costs the opposing creditor had incurred.

Discharged conditionally.

COURT OF BANKRUPTCY AND INSOLVENCY (IRELAND.)

(Before MILLER, J.)

Re NOBLE, a Bankrupt.

Conduct of bankrupt—Allowance in proportion to dividend paid—Court may refuse any allowance whatever.

The 302nd section of the Act provides that the court may make to every bankrupt who shall have obtained his certificate and every insolvent who shall have obtained his final discharge, such allowance out of his estate as the court may think fit, not exceeding the rates and amounts following—that is to say, if the net produce of the estate shall pay 5s. in the pound an allowance of 3l. per cent., and if 10s. in the pound an allowance of five per

cent., and if 12s. 6d. an allowance of 7l. 10s. per cent., and if 15s. in the pound an allowance of ten per cent. In each case the statute provides that such allowance shall not exceed a certain sum mentioned. In the present case the assignee objected to the bankrupt getting any allowance whatever, although he had obtained his certificate, and although his estate had paid a dividend that entitled him to a considerable sum.

Purcell, Q. C. now applied that the allowance should be made pursuant to the statute. The English Act had the word "shall" instead of "may," and it was clearly the intention of the Legislature that some allowance should be made. The word "may" applied merely to the amount of the allowance, as the word "such allowance" was frequently introduced, showing that some allowance should be made as a reward for a trader having obtained his certificate. Counsel believed there was no instance but one where it was refused. In England it could not be refused, as the Act made it imperative on the court to grant it.

Kernan, Q. C. for the assignees, said the question had been decided in the case of *Fleming v. Hennessey*, where the estate paid a large dividend, and yet from the misconduct of the bankrupts the court refused to give them anything.

Application refused.

(Before HARRISON, J.)

Re RING, a Bankrupt.

Claim in bankruptcy by a creditor residing out of the jurisdiction—Security for costs.

A creditor on an Irish bankrupt's estate, residing out of the jurisdiction, and who comes in to establish a special claim, cannot be compelled to give security for costs.

In this case the bankrupt was a trader residing in Loughrea, and shortly before his bankruptcy he purchased a quantity of hops from Messrs. Bryce, of Glasgow, merchants. These had arrived at his stores a few days only before the bankruptcy, and it was alleged that the property in them had not passed to the assignees. An application was made on the part of the Glasgow merchants to have the hops sold and the proceeds paid to the party entitled to them. The Messrs. Bryce accordingly served notice that they would apply to the court for the price of the hops. The assignees served notice on them that the application would be resisted, and calling on them to attend before the registrar to have the amount of security they would require for costs fixed before the application would be entertained. Both motions came before the court.

George Perry, for the assignees, referred to the practice in the Court of Chancery, the Court of Probate, and Civil Bill Courts, where a party living out of the jurisdiction, who commenced any action or suit, was always compelled to give security for costs.

HARRISON, J. said there was hardly any analogy between plaintiffs in other courts and creditors in bankruptcy. In bankruptcy the court at an early stage took possession of the bankrupt's property, and any party who was a claimant or creditor was forced to come in and establish his claim, and was rather in the position of a defendant forced into court than of a plaintiff initiating proceedings. In the Superior Courts, the practice is to compel a party residing out of the jurisdiction to give security for costs, and such has been the practice from very remote times. In the reign of Henry VI. a statute was passed, which was in force in Ireland as well as in England, that compelled plaintiffs out of the jurisdiction to give security; but as neither that statute, nor any case that he knew of on the subject, applied to bankruptcy, he would refuse the motion with costs. He would also refuse the motion for the price of the hops, and with costs.

LIVERPOOL BANKRUPTCY COURT.

Monday, June 14.

THE NEW COMMISSIONER.

Mr. Thring, the newly appointed commissioner of the Liverpool Bankruptcy Court, well known for some years past as one of the registrars of that court, and recently as the acting commissioner in the absence from illness of the late Mr. Commissioner Perry, took his seat for the first time since his promotion to the higher and more important office of commissioner this morning. There was a numerous attendance of attorneys to congratulate the learned gentleman on his promotion, amongst them being Messrs. John Yates, Tyrer, Banner, Gill, Garnett, Downham, T. Martin, Locket, French, Seddon-Smith, Maddock, Christopher Baker, Bellringer, Fullager, &c.

When the commissioner entered the court, the professional gentlemen present rose, and

Mr. John Yates, addressing his Honour, said:—Mr. Thring, I beg to congratulate you on your appointment to the important office of commissioner of this court. I have the honour to be president of the Incorporated Law Society of

Liverpool, and though I am not to-day specially commissioned by them, I am quite sure I but express the opinion of the whole of the Profession when I say I am quite satisfied that your appointment will give unmixed gratification and satisfaction to the whole body. We have seen for a considerable time the manner in which you have performed the duties of registrar, and we have observed that the patience, learning, and sound judgment which you have at all times exhibited have given the greatest satisfaction; and we feel assured that in the higher and more important office in which you are called upon to display those qualifications, which have already I may say endeared you to the Profession, you will bring the exercise of those sound qualifications to the great advantage, not simply of the Profession, but of those who are more primarily interested, that is to say, the suitors of the court.

Mr. Commissioner Thring in reply said: I thank you most cordially, Mr. Yates, for the kind manner in which you have spoken on the part of yourself and the Profession. I cannot but feel myself unworthy of the words you have uttered. I only trust I shall endeavour, as far as I can, to merit what you have said of me. Had I entered the court for the first time this morning, silence would probably have best befitted the time and the place: but we have all met here before, and thoughts of the past will naturally be uppermost in our minds. We cannot forget that Mr. Commissioner Perry presided in this court for many years, respected by all. His conduct was uniformly upright; his desire was ever to do justice. For myself I may truly say that I always found him kindly and considerate in all our personal relations, and I am sure that in so speaking I reflect not only my own feelings, but those of all connected with the court. In paying the last tribute of respect to him who is gone, I must not pass by those who are living. My colleague, Mr. Yate Lee, who has so long and so efficiently discharged the duties of registrar, actuated by private motives, which will be known to few, but with a generosity of spirit which will be appreciated by all, declined to become an applicant for the office of commissioner, and thus himself cleared the way for my promotion. You, gentlemen, determined, as I think wisely, on public grounds, that the immediate transfer of the jurisdiction of this court to the County Court would be neither advantageous for solicitors nor advocates. Existing business is best wound-up by existing machinery. The Lord Chancellor has confirmed your decision. As Commissioner of the Court of Bankruptcy I now ask, and I know that I shall not ask in vain, for the assistance of the many able counsel and solicitors, who practise in this court. Efficient advocacy is alike the best spur to, and check on, the action of the judge. Within our immediate precincts, I can rely with the greatest confidence on our official staff. I have had many opportunities of observing their intelligence and devotion to the public service; but I feel that it would be unbecoming to particularise any from this seat, although many amongst you would probably join with me in singling out one example of marked distinction. With so much support on every side, I shall feel little apprehension in undertaking the duties of my office during the short remaining term of its existence, for I have already found that honesty of purpose, although combined with what some may deem unnecessary strictness, will eventually win its way amongst all classes. When our extinction comes, and the hour is very near, I trust that the abolition of this court will be received rather with a feeling and expression of regret than with a burst of popular exultation from the public voice of Liverpool.

The business of the court was then resumed.

Mr. Commissioner Ayrton, in the Hull Bankruptcy Court, in giving judgment in a case the other day, said it was very difficult to punish fraudulent bankrupts. In fact, although the law was enacted to punish rogues, if it had been framed expressly to aid them, it could not have served them better than it did. A man must be a fool as well as a rogue to come within the operation of the penal clauses of the Act.

CORRESPONDENCE OF THE PROFESSION.

NOTE.—This department of the LAW TIMES being open to the discussion on all professional topics, the Editor is not responsible for any opinions or statements contained in it.

MANAGING CLERKS IN THE COUNTY AND MAGISTRATES' COURTS.—"W. H. F.," whose letter appears in your number of 12th June, is evidently a disappointed and chagrined one, &c., and finds great fault with the judgment of the County Court Judge in *Holland v. Standing*, reported in your journal of 27th March last. I am a managing clerk, "in no better position than one who has not been articulated and admitted," but

have had quite as much experience and paid as much attention to the study of the Profession as "W. H. F." has, I dare say. "W. H. F." complains of his Honour's judgment, first, that the several Acts relating to attorneys are held to impose a most unjust and ridiculous restriction upon gentlemen who have strictly followed the arduous and expensive course of study and apprenticeship directed by those Acts for the purpose of qualifying them for becoming attorneys. Mark his last words—"becoming attorneys." If a man becomes an attorney and chooses, or is compelled to sink down to the level of a clerk, why then he ought to have no greater privileges than another in his position as clerk. If his master be not competent or willing to take advocacy, he is not, and ought not, to be allowed to hand over his brief to a professional brother of the same rank, much less should he be allowed to substitute his mere clerk because he has succeeded in obtaining admission as an attorney. Secondly, "W. H. F." says, as construed, the Acts are held to prohibit a gentleman who has fulfilled the numerous and particular directions therein contained from performing a certain description of professional work, which very often happens to be the identical branch of practice for which his services are required by the party engaging him as managing clerk. "W. H. F." is wrong in his second objection. His Honour's judgment as to the construction of the Acts does not prevent the attorney from performing the required duties, but, on the contrary, actually secures those duties to the principal; it is a wholesome provision to prevent interlopers doing the duties and services which should be rendered by their masters, and for which purpose they were admitted members of the Profession. It is true what "W. H. F." states, that the intention was to prevent an unqualified person from being able to act as or for an attorney, and if a qualified person chooses or is compelled to sink his qualification by becoming a clerk, his occupation as an independent qualified person is gone, and he is, *ipso facto*, "in no better position than one who has not been articulated and admitted." The Acts relating to attorneys in the respects referred to, never contemplated qualified attorneys becoming clerks; therefore, if they do become clerks, they are nothing more. A spade is but a spade, *ergo*, a clerk is but a clerk. Moreover, and very properly so too, the rule is, as I have before stated, attorney A. is not entitled to attend as advocate for attorney B., and if attorney B. cannot, or is not able, to undertake his client's case, he must instruct counsel, or give up his client to some other attorney who can and will himself personally advocate. It would not be fair to the Profession at large nor clients either, that an attorney should resort to a self-confident clerk because he happens to have been admitted. If "W. H. F." has or does become a clerk, he must be treated as a clerk. The papers teem with advertisements for situations "Wanted, by a gentleman (admitted), a situation as managing clerk;" and a few instances have occurred where some of these gentlemen have ingratiated themselves into the good graces of their masters' clients, much to the cost of said masters. There is one consolation—the acrimony displayed by "W. H. F." will avail him nothing. It is not wise in incurring the expense "W. H. F." complains about, if the gentlemen are not fitted to practise as principals.

A. B. C.

—I was glad to see the letter of "W. H. F." upon this subject, and agree that it is a matter which should be taken into the consideration of the Profession. I have often thought if managing clerks who have passed their final, and articulated clerks who have passed their intermediate examinations, were allowed to appear as advocates in County Courts and before magistrates, it would be a boon to the Profession, especially large firms, and to managing and articulated clerks. Take, for instance, a solicitor in practice in the City, or some large town; his client brings him in a list of debts averaging from 10l. to 100l. Prior to the last County Court Act the solicitor transferred this branch of his business to his managing clerk, who issued writs, where costs were recoverable, and thus relieved his principal from all further anxiety and trouble. Since the County Court Act this particular branch of the Profession, so far as regards debts under 20l., has been thrown upon the principal, and he is obliged to attend County Courts perhaps at some considerable distance, and a loss to himself, whilst his clerk is allowed to appear on summonses at judges' chambers, before the Chief Clerk in Chancery, and before the Commissioners in bankruptcy sitting in chambers, on matters where considerable amounts are at stake; yet for the recovery of a debt of 5l. or 6l., where it is merely necessary to prove the sale and delivery of goods, the principal is forced to attend himself, and deprived of the service his clerk could render him, through the stringent rule in question. With regard to articulated clerks who have passed their intermediate examination, if they were allowed to appear as advocates it would

tend to their improvement, be an incentive to work and to acquire knowledge to make themselves acquainted with the points of law likely to arise in the case they had to conduct, to become acquainted with the rules of evidence, and prepare themselves for their starting as solicitors. I have found that looking up points of law on preparing cases for counsel impresses more law on the memory than two or three hours' reading, and I think every means should be allowed to an articulated clerk to acquaint himself with his Profession. To prevent persons not in the Profession from benefiting by the rule in question being set aside; let each solicitor, having a managing or articulated clerk passed the intermediate examination, make a declaration of the name of the clerk, and that he is in his employ, or serving his articles with him. Upon this declaration let the Law Society issue a yearly certificate to such clerk, at a nominal yearly duty, and he be bound to produce it at each court he attends before commencing his case. If the clerk leaves his situation, or his articles be assigned, the solicitor to give notice to the Law Society forth with.

AN ARTICLED CLERK.

SOLICITORS AS MAGISTRATES.—The numerous letters which have recently appeared in the LAW TIMES on the subject of practising solicitors being disqualified by Act of Parliament from appointment as county magistrates, lead me to conclude the Profession take an interest in its removal. I beg, therefore, to suggest that, should the Earl of Albemarle's Bill to repeal so much of the Act of Geo. 2, c. 20, as imposed a landed property qualification for the magistracy (see LAW TIMES, 24th April, p. 489) pass the House of Lords, on its introduction into the House of Commons some member be asked to move that a clause be introduced removing this disqualification, with or without the conditions mentioned in my letter in the above number of the LAW TIMES (p. 495) as may be deemed advisable.

A SUBSCRIBER.

NOTES AND QUERIES ON POINTS OF PRACTICE.

[N.B.—None are inserted unless the name and address of the writers are sent, not necessarily for publication, but as a guarantee for bona fides.]

Queries.

34. BANKRUPTCY—FRAUDULENT PREFERENCE.—B. being the owner of a freehold estate, executes a mortgage thereof to C. (a relative), for securing money advanced to or for B. previous to the execution of the mortgage. B. within a fortnight after, executes a second mortgage of the same estate to D. his bankers for money already due on his (B.'s) promissory notes, &c. In about three months after the execution of the first mortgage, and about ten weeks after the execution of the second mortgage, B. executes a conveyance for the benefit of creditors to which three-fourths of the 10l. and upward creditors assented. C. and D. assented to this deed upon the condition that they were to be paid in full the amount secured by their respective mortgages. Was not the execution of the mortgages to C. and D. a fraudulent preference within the meaning of the 135th section of the Bankruptcy Act 1861? Cite authorities.

A SUBSCRIBER.

35. PROOF.—A., whose husband died in the Massachusetts General Hospital Boston, on the 16th Nov. 1868, is entitled to 5l. out of a friendly society, on proof of his death. What would be sufficient proof of such death in a County Court? MARTON.

36. MORTGAGE—POWER OF SALE.—A. mortgages real estate to B. for securing a certain sum of money and interest. The mortgage-deed contains an absolute power of sale in case of default in repayment of principal and interest at time appointed in proviso for redemption, which is followed by a proviso that the power of sale is not to be exercised without six months' notice being first given to mortgagor requiring payment off of moneys owing on the security, and there is also a further proviso indemnifying purchasers from any irregularity in exercise of power of sale, and declaring that the remedy of the mortgagor against mortgagees in respect of any impropriety, &c., in any such sale should be in damages only. Will any of your correspondents say whether, under the above security it would be in the power of the mortgagor in anywise to impeach a sale of the mortgaged premises which was not made strictly in accordance with the stipulations contained in the mortgage, so as to affect the property in the hands of the then subsequent purchasers, or whether his remedy would be against the mortgagees alone, and then in damages only, and what evidence could a subsequent purchaser require as to the validity of such sale? A reference to authorities will oblige. P.

37. TRANSIT BY RAILWAY.—A. consigned to B. a hamper containing wines and spirits, which in its course of transit passed through the hands of two railway companies. On opening the hamper, B. found that two bottles of spirits had been abstracted. Will any one inform me how an action can be brought by A. against the company to whom the goods were delivered without putting B. (the proper plaintiff) to any inconvenience or expense? G. W.

38. CRIMINAL LAW.—Since about the year 1850, a statute was passed, which has been frequently acted upon, containing a section enabling judges and chairmen of quarter sessions to discharge a prisoner who has pleaded guilty, without receiving sentence, on his giving recog-

nizance to appear or come up when called upon to receive sentence. Will M. E. S., or any other of your learned correspondents, state what Act and section it is? The 24 & 25 Vict. c. 36, s. 117, refers to recognisances to keep the peace and be of good behaviour simply, and cannot, I imagine, be the Act wanted. HOMO.

39. WILL.—A. devises his real estate to his daughter B. (but without any restriction as to separate use or giving any powers of appointing by will or otherwise). B. marries under age. Query Can she, whilst still under twenty-one, make a will devising her interest in the property to her husband? Refer to the law. IGNORAMUS.

40. COMMON CARRIER—RIGHT TO REFUSE PARCEL WITHOUT THE FEE FOR BOOKING.—Is a common carrier justified in refusing to receive and forward a parcel, presented at his office for delivery within his regular district, on the ground that the party presenting such parcel refuses to pay twopence for booking? Or can a common carrier insist upon receiving the amount due for the carriage of a parcel, and refuse to receive and forward it unless such amount is paid? F.

41. MARRIED WOMAN—REAL PROPERTY.—A man possessed of real property (freehold) marries, and after having one child (a daughter), dies, leaving his widow encoined. She marries again, and about a month after gives birth to the child (another daughter). Is such last daughter in contemplation of law the child of the first, or second husband? Whose name will she take? And is she entitled as co-tenant with the eldest daughter to the real estate of her father, the first husband, he having died intestate? The law regarding all children *en ventre sa mère*, as actually born for the purpose of taking any benefit to which they would be entitled if actually born.: (see Williams Real Property, 7th edit. p. 250.) D. J.

42. LICENSED VICTUALER—DRUNKEN CUSTOMER.—Can a man who has repeatedly misconducted himself at an inn by drunkenness, &c., when he is perfectly sober, legally demand a glass of beer from the landlord? G. B.

43. MARRIED WOMAN—ACKNOWLEDGMENT.—The owner of a small leasehold property, held for 1000 years, dies intestate. A. B. (a married woman), his sister, with the consent of her husband, administrators to his estate. A. B. and her husband assign the property to a purchaser. Need C. D. acknowledge the deed, under s. 4 Will. 4, c. 74? The 77th section seems very comprehensive, applying as it does to any interest in lands of any tenure. But, on the other hand, the husband could alone dispose of his wife's chattels real in possession without her concurrence. It is presumed, therefore, that her execution, not being absolutely requisite, need not be acknowledged. The purchase-money being under 50L, it is desirable to save the expense of an acknowledgment. M.

Answers.

(Q. 29.) DEEDS OF SETTLEMENT AND TRUSTEES.—In this case it appears to me that "G."s best course would be to exercise the power given him by the 27th section of the 23 & 24 Vict. c. 145, and appoint some other person or persons to be a trustee or trustees in his place. W. H. F.

(Q. 30.) APPRENTICESHIP.—In Stone's Justices' Manual, 13th edit., is the following passage under the title "Master and Servant," pp. 286 and 318: "Persons under the age of twenty-one years are mentioned in the definition of the word 'employed,' and can enter into a binding contract; but it is important to remember that the contracts of infants must be beneficial, and that any important want of mutuality or unfairness of the conditions will render them void." (Reg. v. Lord, 17 L. J. 181; Wells v. Scott, 25 J. P. 215.) It appears, therefore, that an infant coming of age cannot avoid a fair and reasonable indenture, and would, it seems, be liable for absconding himself without his master's permission. W. H. F.

(Q. 32.) CONVEYANCING.—The personal representatives of A. need not be made parties to this re-conveyance. The assent of the grantee to a deed is always presumed in the absence of evidence to the contrary; so that even where the grantee does not execute the deed, it nevertheless transfers the estate to him. By the death of A., B. became entitled to an estate in severalty, and can, irrespective of the express declaration contained in the mortgage for that purpose, give an effectual receipt for the mortgage money: (Smith's Comp. 3rd edit., tit. Joint Tenancy, and Deeds, Execution of, and Trustee Acts (23 & 24 Vict. c. 35, s. 23, and 23 & 24 Vict. c. 145, s. 29.) W. H. F.

(Q. 33.) WILL.—The words "leaving issue" would certainly be construed as "having issue," and therefore the grandchildren would be entitled to share: (see Bryden v. Willett, 30 L. T. Rep. N. S. 518.) W. H. F.

— I take the following from "Hawkins on the construction of Wills":—"Rule.—A gift to 'issue' *prima facie* includes descendants of every degree (Davenport v. Hanbury, 3 Ves. 258). The generality of the word 'issue' is, however, restricted in a case which frequently arises, by reference to the parent of the issue in question; for it is an established rule that where the 'parent' of 'issue' is spoken of, the word issue is *prima facie* restricted to children of the parent (Sibley v. Perry, 7 Ves. 522; Pruen v. Osborne, 11 Sim. 132). Thus, if the devise or bequest be to the children of A. living at a given period, with a direction that the issue of any child dying before that period shall take their parent's share, the gift to issue is confined to grandchildren of A. And the rule is the same if the gift be to the children of A. living at a given period, and the issue of such as shall be then dead, such issue to take their parent's share, although the gift to issue is distinct from the direction as to taking the share of the parent (Smith v. Horsfall, 25 B. 628; Maynard v. Wright, 28 B. 285). The rule applies to devises of real estate (Bradshaw v. Meling, 19 B. 417). I have always considered it as settled that, in a will or in a deed, if it is a question whether

the word 'issue' shall be taken generally, or in a restricted sense, a direction that the issue shall take only the shares which their parents would have taken if living, must be taken to show that the word 'issue' was used in its restricted sense (Pruen v. Osborne, 11 Sim. 132). The rule of course is the same, where the direction is that the issue shall take their 'father's or mother's' share (Buckle v. Foxcott, 4 Hare, 536)." O. Y.

— Issue means lineal descendants of any degree. But if it were otherwise, or if the word used were "child or children" instead of "issue," even then, if the parents took vested interests, leaving would be interpreted as having or having had. Therefore, in the distribution of the fund the grandchildren of the deceased brother will take their grandparents' share: (White v. Hill, L. Rep. 4 Eq. 265; Bryden v. Willett, 30 L. T. Rep. N. S. 518.) W. J. M.

— There is no doubt, I think, that the word "issue" in the extract given by "A. B. C." must be used in its restricted sense, and that the children only of the brothers and sisters would be entitled. This view is held in Pruen v. Osborne, 11 Sim. 132, and in Hawkins's Concise Construction of Wills; but the rule is that a gift to "issue" comprehends all descendants: (Davenport v. Hanbury, 3 Ves. 258.) E. H.

LAW LIBRARY.

A Practical Treatise on Life and Fire Assurance, Annuities, and Reversionary Sums. A new and enlarged edition. By J. H. JAMES, Esq., Barrister-at-Law. London: Doughty.

This is rather a scientific than a legal treatise on the important subjects stated on the title page; nevertheless it will be useful to the lawyer who desires to know something about the principles and practice of life and fire assurance, as well as the law by which they are regulated—subjects very imperfectly understood by the public, although by no means difficult to comprehend, and extremely interesting. Mr. James has enjoyed extensive experience as an actuary, and he possesses the faculty of clearly expressing himself, and putting the information of which he is full into a shape that is readily learned by the non-professional reader. It is the most practical book on the subject.

The Law to Regulate the Sale of Poisons within Great Britain. By WILLIAM FLUX, Attorney-at-Law. London: Churchill.

MR. FLUX is the solicitor to the Pharmaceutical Society, and as such it was his duty to master the law by which the members of this society are so much affected. The result of his studies of it he has printed for the general use of the public, and their legal advisers.

LEGAL OBITUARY.

EDWARD WILLIAMS, ESQ.

We have to record the death, full of years and honours, of Mr. Edward Williams, solicitor, of Oswestry, who died on the 23rd May 1869, at his residence, Lloran House, Oswestry, in his 71st year, after an illness of two year's duration.

Mr. Williams was born in Oswestry, and lived there from the day of his birth until the day of his death.

About the year 1815, Mr. Williams entered the office of the late Mr. Longueville Jones, of Oswestry, who seeing Mr. Williams's aptitude and capacity for business, gave him his articles, and at the death of Mr. Longueville Jones, about the year 1810, Mr. Williams became a partner with Thos. Longueville Longueville, Esq. (Mr. Longueville Jones's son), and the partnership has continued unbroken until Mr. Williams's death. The provisional practice of the firm covered a wide area, including a considerable part of Shropshire, and a large part of North Wales, and included such clients as Sir Watkin Williams Wynn, Sir Robert Vaughan, Sir John Roger Kynaston, the Wests of Ruthin Castle, the late Lord Dunganon, Lord Berwick, Mr. Ormsby Gore, and most of the principal nobility and gentry of the neighbourhood.

When, twenty-five years ago, railway enterprise extended itself to the neighbourhood of Oswestry, the adhesion and professional assistance of the firm became almost indispensable, and the late Mr. Williams, actively engaged in promoting the Shrewsbury and Chester Railway, and subsequently the Shrewsbury and Hereford line; and in yet later years the firm have been largely engaged by the Great Western Company in promoting and carrying out the Vale of Llangollen, the Corwen, and Bala, and other schemes.

So potent was the influence of the firm, and so eagerly was it sought, that Mr. Williams refused the business of two railway companies, which in the hands of some men would have formed the basis of a fortune.

Half a century ago, the principal client of the late W. Longueville Jones was the celebrated John Mytton, of Halston, who was possessed of one of

the largest and most fertile and valuable estates in the county of Salop.

Mr. Mytton's mode of living soon involved him in pecuniary difficulties, and it is on record that the late W. Longueville Jones told Mytton, when his fortunes had been much shattered, that if he would live on 10,000L a year for a while, his fortune should be retrieved; a proposal which Mytton repudiated in terms more forcible than polite.

Ultimately, when Mytton's difficulties thickened, it became necessary to sell his fine domains, being very extensive, the sales extended over several years; and the late Mr. Williams, though then a very young man, was largely entrusted with the practical part of Mytton's business, in the management of which he first displayed those qualities of assiduity, prudence, and integrity which characterised his after life.

For more than fifty years Mr. Williams was actively engaged in the duties of his profession, to the neglect of all other pursuits and recreations of any kind.

With the regularity of a salaried clerk, he went to his office at a quarter to ten daily, and stayed there till six, always available, zealous, and accessible to his clients, and had his reward in an amount of respect, confidence, and esteem, which rarely falls to the lot of any one man.

A trifling incident occurs to the writer which will aptly portray the force of the sense of duty and sincerity of principle which marked the man.

Upon a grateful client proposing to present Mr. Williams with a testimonial for professional services, he replied, "I have only done my duty, and I never could understand how a man was entitled to a reward for doing his duty."

Mr. Williams leaves two sons, both in the Profession, and three daughters to lament his loss and emulate his virtues.—Communicated.

MR. HENRY JAMES.

Mr. Henry James, of Leominster, solicitor, died suddenly, of apoplexy, on the 12th inst., aged sixty-eight. He had been in practice about forty years, and was a man of considerable energy and ability. He was for many years an alderman of the borough of Leominster, and thrice served the office of mayor.

'LAW SOCIETIES.

LAW STUDENTS' DEBATING SOCIETY.

At the meeting of this society, held at the Law Institution, Chancery-lane, on Tuesday evening last week, Mr. Edgar Harvie in the chair, the question for discussion was, "Is it desirable that the recommendations of the Judicature Commissioners should be adopted?" Mr. Warrington opened in the affirmative, and the society so decided by a considerable majority.

At the meeting held on Tuesday evening last, Mr. Hunter in the chair, the question for discussion was, "Can a married woman bind her separate property by an agreement not in writing, and not expressly referring to it?" (Owens v. Dickinson, Cr. and Phillips, 55) which was opened by Mr. Hargreaves in the affirmative, and the society so decided by a majority of five votes.

THE GAZETTES.

Professional Partnership Dissolved.

Gazette, June 15.
HORNE, SAMUEL, JUN., and SEAL, SAMUEL SMITH, attorneys-at-law, solicitors, and conveyancers, Serjeants'-inn, Fleet-st., and Wells. June 9.

Bankrupts.

Gazette, June 18.
To surrender at the Bankrupts' Court, Basinghall-street.
BARKER, JAMES, perambulator manufacturer, Dalton-la. Hackney. Pet. June 14. Reg. Peppys. O. A. Graham. Sol. Drake Basinghall-st. Sur. July 1.
BARNARD, JOHN, doctor of laws, Eltham. Pet. June 14. Reg. Peppys. O. A. Graham. Sol. Noton, Great Swan-alley, Moor gate-st. Sur. July 1.
BINTHEAD, ARTHUR WILLIAM, clerk to a soap manufacture Foley-st. Portland-pl. Bageant-st. Pet. June 14. Reg. Roche O. A. Parkyn. Sol. Lewis, Chesapeake. Sur. June 20.
BONE, RICHARD, out of business, High-st., Camden-town. Pet. June 14. Reg. Roche. O. A. Parkyn. Sol. Greaves, Essex-st. Strand. Sur. June 20.
BURN, ALFRED, out of business, Livermore-pl., Dalston. Pet. June 14. Reg. Peppys. O. A. Graham. Sol. Biddle, South-st. Gray's-inn. Sur. July 1.
CLAREN, CHARLES, commission agent, Denbigh-st., Finsbury. Pet. June 14. Reg. Peppys. O. A. Graham. Sol. Biddle, South-st. Gray's-inn. Sur. July 1.
COLL, EDWIN DINWIDDIE, collector, Shakespeare-rd., Stoke Newington. Pet. June 11. Reg. Peppys. O. A. Parkyn. Sol. Charleston, Bucklersbury. Sur. July 1.
CONNERFORD, NICHOLAS WILLIAM, printer, Mecklenburgh-st. Pet. June 12. Reg. Peppys. O. A. Graham. Sol. Sydney Bishopsgate-st. within. Sur. July 1.
CROFTSWHITE, JOHN, commission merchant, Mark-l. Pet. June 14. Reg. Roche. O. A. Parkyn. Sol. Tarant, Bond-st. Walbrook. Sur. June 20.
DUFF, ALFRED, out of business, Fish-st. hill and Old Kent-rd. Pet. June 14. Reg. Peppys. O. A. Graham. Sol. Gessmunt, Brox-st. Sur. July 1.
DICKINSON, EDWIN, cooper, Orchard-pl., Blackwall. Pet. June 1 O. A. Parkyn. Sol. Tiley, Finsbury. Pet. June 20.
EHRHARD, MICHAEL, carpenter, Park-st. and Slope. Pet. June 14. Reg. Peppys. O. A. Graham. Sol. Vizard and O. Lincoln's-inn-rd. Sur. July 1.
GREGORY, JOSEPH LILLY, clerk, Albert-st. Newington-but. Pet. June 14. Reg. Roche. O. A. Parkyn. Sol. Eyles, Moogate-st. Sur. June 20.

HAPPENY, ELLEN, leatherdresser, Long-l, Bermondsey. Pet. June 12. Reg. & O. A. Paget. Sol. Sadler, Moor-gate-st. Sur. July 5.

HICKMAN, HENRY CHARLES, lodging-house keeper, Duke-st. S. James's. Pet. June 14. Reg. Pepps. O. A. Graham. Sol. Farr, Carter-l, Doctors'-commons. Sur. July 1.

HIDE, JAMES, out of business, Gloucester-st. Queens-sq. Pet. June 15. Reg. Roche. O. A. Parkyns. Sol. Naters, Fleet-st. Sur. June 30.

HIND, CHARLOTTE CRALIA, w'dow, milliner, High-st, Clapham. Pet. June 15. Reg. Pepps. O. A. Graham. Sol. Horrex, South-g, Gray's-inn. Sur. July 1.

HINDS, WILLIAM HENRY, victualler, Charlotte-st, Buckingham-gate. Pet. June 15. Reg. Pepps. O. A. Graham. Sol. Froggatt, Apple-st. Regent-st. Sur. July 1.

JACK, GEORGE, builder, Newman-st, Oxford-st. Pet. June 14. O. A. Paget. Sol. King, Suffolk-l, C-nnon-st. Sur. July 5.

KRAVETZ, JUDAH DAVIS, out of business, Minorcs, Aldgate. Pet. June 15. Reg. Roche. O. A. Parkyns. Sol. Hicks, Francis-r, Hackney-wick. Sur. June 30.

KRIS, SELINA, victualler, Fifth-st, Soho. Pet. June 16. Reg. Roche. O. A. Parkyns. Sol. Burn, Carter's-l, Doctors'-commons. Sur. June 30.

LEE, ALFRED, plumber, Sales-st, Paddington. Pet. June 15. O. A. Paget. Sol. Godfrey, Hatton-gdn. Sur. July 5.

LEVY, DAVID, butcher, Wentworth-st, Spitalfields. Pet. June 15. Reg. Pepps. O. A. Graham. Sol. Padmore, Westminster-bldgs. Sur. July 1.

LEWIS, GEORGE, carpenter, Cobham. Pet. June 15. O. A. Paget. Sol. Brown, Basinghall-st. Sur. July 5.

LEWIS, JAMES, formerly jobmaster, New-st, Kennington. Pet. June 14. Reg. Roche. O. A. Parkyns. Sol. Pittman, Stamford-bldgs. Sur. June 30.

MACE, GEORGE, ston-mason, Chester-rd, Highgate. Pet. June 15. Reg. Roche. O. A. Parkyns. Sol. Marshall, Lincoln's-inn-fds. Sur. June 30.

MUNON, HARMAN MATTHEW, commission agent, Weymouth-st, Fenchurch-pl. Reg. Pepps. O. A. Paget. Sol. Goutley, Bow-r, Cornhill-gdn. Sur. July 5.

NOBERT, ANNIE, spinster, no occupation, Charlotte-st, Portland-pl. Pet. June 14. Reg. Pepps. O. A. Graham. Sol. Fiddell, Basinghall-st. Sur. July 1.

PAUL, THOMAS, carpenter, New-st, Gosport. Pet. June 15. Reg. Pepps. O. A. Graham. Sol. Royle, Great Marlborough-st. Regent-st. Sur. July 1.

RAE, SPIRIBEN WESLEY, congregational minister, Watford. Pet. June 15. Reg. Roche. O. A. Parkyns. Sur. June 30.

RAND, SAMUEL HENRY, horse-dealer, Lewisham. Pet. June 11. O. A. Paget. Sol. Geussant, New Broad-st. Sur. June 30.

RAND, MARK, sack maker, Commercial-st, Whitechapel. Pet. June 15. O. A. Paget. Sol. Sydney, Bishopsgate-within. Sur. July 5.

REYNOLDS, FRANCES ELIZABETH, widow, no business, West-mend-rd, Bayswater. Pet. June 14. Reg. Roche. O. A. Parkyns. Sol. Biddles, South-g, Gray's-inn. Sur. June 30.

REYNOLDS, HENRY CHARLES SYKES, no business, Richmond. Pet. June 15. Reg. Roche. O. A. Parkyns. Sol. Lawrence, Fane, and Co., Old Jewry-chambers. Sur. July 1.

WITING, WILLIAM, paperhanger, Campbell-rd, Bow. Pet. June 15. Reg. Pepps. O. A. Graham. Sol. Bonifant, Tysoe-st, Greenwich. Sur. July 1.

WINDHAM, EDWARD CHARLES, bookmaker, Grosvenor-rd, St. John's-wood. Pet. June 12. Reg. Brougham. O. A. Paget. Sol. Watson, Basinghall-st. Sur. July 5.

To surrender in the Country.

MAYER, EDWARD JAMES, bookmaker, Brighton. Pet. June 12. Reg. & O. A. Evershed. Sol. Brundrith, Brighton. Sur. June 30.

REARD, CHARLES, victualler, Strood. Pet. June 16. Reg. & O. A. Evershed. Sol. Hayward, Rochester. Sur. June 29.

REYNOLDS, FREDERICK ANDREWS, publican, Castleacre. Pet. June 15. Reg. & O. A. Palmer. Sol. Nurse, King's Lynn. Sur. June 30.

REYNOLDS, WILLIAM SILVSTER, piano tuner, Leicester. Pet. June 15. Reg. Tudor. O. A. Harris. Sols. Hunter, Leicester; and Reids, Nottingham. Sur. July 5.

ROBINSON, SAMUEL, ironmonger, St. Lawrence. Pet. June 14. Reg. & O. A. Snowden. Sol. Bowling, Ramsgate. Sur. July 3.

ROBINSON, THOMAS, carpenter, Worcester. Pet. June 14. Reg. & O. A. Snowden. Sol. Trice, Worcester. Sur. June 30.

ROBINSON, DAVID, coal agent, Market Rasen. Pet. June 15. Reg. & O. A. Snowden. Sol. Saffery, Brackley. Sur. July 1.

CADWELL, FRANCIS, provision dealer, Batley. Pet. June 17. O. A. Young. Sol. Pullan, Leeds. Sur. July 5.

COLE, GEORGE, engineer, Leicester. Pet. June 14. Reg. & O. A. Snowden. Sol. Jackson, Leicester. Sur. July 10.

COLE, HENRY, innkeeper, Sheffield. Pet. June 15. O. A. Young. Sol. Fennell, Sheffield. Sur. July 7.

COOPER, STEPHEN, beer retailer, Folkestone. Pet. June 12. Reg. & O. A. Holcroft. Sol. Rogers, Tonbridge. Sur. July 1.

CROFT, THOMAS, trimmer, manufacturer, Horton-on-Medlock. Pet. June 15. Reg. Macrae. O. A. McNeill. Sol. Leigh, Manchester. Sur. July 1.

DAVIS, JOHN, grocer, Derry Shop Bargoed, near Rhymney. Pet. June 14. Reg. Wilde. O. A. Acraman. Sol. Harward, Leeds. Sur. June 30.

DIXIE, THOMAS, grocer, Llanrwst. Pet. June 16. Reg. & O. A. Jones. Sol. Jones, Conway. Sur. July 6.

DIXON, JOSEPH, grocer, Bristol. Pet. June 16. Reg. & O. A. Jones. Sol. Robinson, Dewsbury. Sur. July 1.

DIXON, WILLIAM, mechanic, Huddersfield. Pet. June 9. Reg. & O. A. Jones. Sol. Sykes, Huddersfield. Sur. July 9.

EDWARDS, ANNA MARIA, schoolmistress, Tonbridge. Pet. June 30. Reg. & O. A. Alleyne. Sol. Palmer, Tonbridge. Sur. June 30.

ELDER, JOHN, waste dealer, Bradford. Pet. June 14. Reg. & O. A. Edwards. Sol. Berry, Bradford. Sur. July 2.

ELMISTON, WILLIAM EDWARD, and SPENCER, THOMAS, boot manufacturer, Leicester. Pet. June 14. Reg. & O. A. Ingram. Sol. Spomer, Leicester. Sur. July 10.

EMERY, FRANK, slater, Gateshead. Pet. June 16. Reg. Gibson. O. A. Laidman. Sol. Joel, Newcastle. Sur. July 2.

EVANS, HENRY, journeyman bricklayer, Landport. Pet. June 14. Reg. & O. A. Howard. Sol. Champ, Portsea. Sur. June 30.

EVANS, JOHN, jun., farmer, South Tawton. Pet. June 14. O. A. Cameron. Sol. Flood, Exeter. Sur. July 1.

JACKSON, JOSEPH, out of business, Liverpool. Pet. June 14. O. A. Turner. Sol. Smith, Liverpool. Sur. July 1.

JACKSON, THOMAS, last maker, Worcester. Pet. June 15. Reg. & O. A. Camp. Sol. Tree, Worcester. Sur. June 30.

JACKSON, RICHARD, baker, 10, Berry. Reg. & O. A. Morgan. Sol. Thomas, South. Sur. June 29.

JACKSON, THOMAS, innkeeper, Rhyl. Pet. June 11. Reg. & O. A. Jones. Sol. Williams, Rhyl. Sur. July 9.

JACKSON, THOMAS, soap manufacturer, Bristol. Pet. June 15. Reg. Wilde. O. A. Acraman. Sol. Morris, Bristol. Sur. July 1.

KIRKMAN, JOSEPH, agent, Bradford. Pet. June 15. O. A. Young. Sol. Bill, Bradford, and Simpson, Leeds. Sur. June 28.

KIRKMAN, DANIEL, blacksmith, Newcastle. Pet. June 15. Reg. & O. A. Laidman. Sol. Barr, Newcastle. Sur. June 30.

KIRKMAN, ROBERT MARSDEN, farmer, Sheffield. Pet. June 15. O. A. Young. Sols. Messrs. Parker, Sheffield. Sur. July 1.

KIRKMAN, JOHN, publican, Newcastle. Pet. June 7. Reg. Gibson. O. A. Laidman. Sols. Hoyle, Shipley, and Hoyle, Newcastle. Sur. July 2.

KIRKMAN, ARTHUR, innkeeper, Hyde. Pet. June 15. Reg. Fardell. O. A. McNeill. Sol. Percival, Manchester. Sur. June 30.

KIRKMAN, JAMES, plumber, Corby. Pet. June 11. Sol. Mallin, Corby. Sur. June 30.

KIRKMAN, HENRY, soda water manufacturer, New Acorington. Pet. June 17. Reg. Fardell. O. A. McNeill. Sol. Storer, Manchester. Sur. June 29.

KIRKMAN, BENJAMIN EDWARD, schoolmaster, Brackley. Reg. & O. A. Parkyns. Sol. Rogers, Banbury. Sur. July 6.

KIRKMAN, MARY, widow, 1st. Liverpool. Pet. June 12. Reg. & O. A. Hime. Sol. Nordon, Liverpool. Sur. June 28.

KIRKMAN, JOHN, shipman, Hull. Pet. May 3. Reg. & O. A. Phillips. Sur. June 29.

KIRKMAN, BENNY, bottle merchant, Liverpool. Pet. June 14. Reg. & O. A. Hime. Sol. Bellinger, Liverpool. Sur. July 29.

KIRKMAN, WILLIAM, butcher, Devonport. Pet. June 17. O. A. Young. Sol. Elsworth, Curtis, and Dawe, Plymouth. Sur. June 30.

KIRKMAN, GEORGE WILLIAM, agent, Ecclehill. Pet. June 15. Reg. & O. A. Robinson. Sol. Hill, Bradford. Sur. July 2.

KIRKMAN, JOHN, contractor, Blaenrhondda. Pet. June 15. Reg. & O. A. Hime. Sol. Pews, Morrhay-Tydyll. Sur. June 30.

KIRKMAN, WILLIAM, and SIDEBOTTOM, RICHARD, engineer, 1st. Weymouth. Pet. June 14. Reg. & O. A. Mason. Sol. Barnard, Wakefield. Sur. July 3.

KIRKMAN, JAMES, blacksmith, Hartshorne. Pet. June 14. Reg. & O. A. Hime. Sol. Wilson, Burton-on-Trent. Sur. July 3.

KIRKMAN, EDWARD, victualler, Plymouth. Pet. June 9. Reg. & O. A. Hime. Sol. Square, Plymouth. Sur. June 30.

TAYLOR, ISAAC, publican, Chester. Pet. June 12. Reg. & O. A. Porter. Sol. Cartwright, Chester. Sur. June 30.

TOMLINSON, SARAH, earthenware dealer, Rochdale. Pet. June 16. Reg. Macrae. O. A. McNeill. Sol. Simpson, Manchester. Sur. July 2.

UPTON, GEORGE RICHARD, greengrocer, Newhaven. Pet. June 10. Reg. & O. A. Blaker. Sol. Hillman, Lewes. Sur. July 1.

WATERS, JOHN, miller, Sheffield. Pet. June 12. Reg. & O. A. Wake and Rodgers. Sol. Micklethwaite, Sheffield. Sur. June 30.

WATSON, RUDOLPH, ironmonger, Liverpool. Pet. June 15. Reg. Gibson. O. A. Laidman. Sol. Colls, Maryport. Sur. July 2.

WHITMAN, ROBERT, mechanic, Acorington. Pet. June 14. Reg. Fardell. O. A. McNeill. Sols. Atkinson, Saunders, and Co., Manchester. Sur. June 30.

WILKS, JAMES, butty collier, Chester. Pet. June 9. Reg. & O. A. Slaney. Sol. Leech, Newcastle-under-Lyme. Sur. June 30.

WILLIAMS, JOSEPH, coal merchant, Holyhead. Pet. June 15. O. A. Turner. Sols. Evans and Lockett, Liverpool. Sur. June 29.

WILLS, WILLIAM GREEK, tailor, Barnstaple. Pet. May 31. O. A. Cartick. Sols. Gribble and Bromham, Barnstaple; and Flood, Exeter. Sur. July 1.

WRIGHT, EDWIN, concert agent, Brighton. Pet. June 15. Reg. & O. A. Evershed. Sol. Runnaces, Brighton. Sur. July 2.

Gazette, June 22.

To surrender at the Bankrupts' Court, Basinghall-st.

ATKINS, JAMES, and ATKINS, WILLIAM COOPER, lime burners, Riddlesdown, near Croydon, and Battersea Railway-wharf, Chelsea. Pet. June 15. O. A. Paget. Sol. Haynes, Serle-st, Lincoln's-inn. Sur. July 5.

BEALL, RICHARD, tailor, late Liverpool-st, Bishopsgate, and Culford-rd, Kingsland. Pet. June 16. O. A. Paget. Sol. Jones, New-inn, Strand. Sur. July 7.

BEAN, ENEZER, farmer, Tonbridge, Godstone, and Redhill. Pet. June 15. Reg. Murray. O. A. Parkyns. Sols. Smith, Stanning, and Croft, Aldermanbury, agents for Stanning, Tonbridge. Sur. July 5.

BURDER, WILLIAM HOWLEY, out of business, Sutherland-pl, Bayswater. Pet. June 15. Reg. Pepps. O. A. Graham. Sol. Dobie, Gresham-st. Sur. July 5.

CLARK, ANTHONY, out of business, Grove-rd, Islington. Pet. June 17. Reg. Murray. O. A. Parkyns. Sol. Biddles, South-g, Gray's-inn. Sur. July 5.

CORNELL, THOMAS, hosier, Bermondsey New-rd, Bermondsey. Pet. June 15. O. A. Paget. Sol. Pittman, Guildhall-chambers, Basinghall-st. Sur. July 7.

DAVIES, EDMUND CAWSON, clerk, Britannia-rd, Kensal-rd, Upper Westbourne-pk. Pet. June 18. O. A. Paget. Sol. Howard, Quality-st, Chancery. Sur. July 15.

DEARLOVE, JAMES, cowkeeper, East Acton. Pet. June 16. Reg. Murray. O. A. Parkyns. Sol. Drake, Basinghall-st. Sur. July 5.

DIXON, HENRY WALTER, clerk to the London and South-Western Railway Company, Charlotte-st, Marylebone. Pet. June 5. Reg. Pepps. O. A. Graham. Sol. Weatherhead, Coleman-st. Sur. July 8.

FAULKNER, GEORGE DAVID, pianoforte maker, Pitt-st, Fitzroy-sq, and Charles-st, Regent's-pk. Pet. June 14. Reg. Brougham. O. A. Paget. Sol. Harrison, Basinghall-st. Sur. July 5.

GADNEY, JAMES, out of business, Gray's-inn-rd. Pet. June 19. Reg. Pepps. O. A. Graham. Sol. Briant, Winchester-house, Old Broad-st. Sur. July 8.

GIBBS, JOHN WILLIAM, draper, Three Colt-st, Limehouse, and Sidney-pl, Commercial-rd. Pet. June 14. Reg. Pepps. O. A. Graham. Sol. Jones, Queen-st, Chancery. Sur. July 15.

HARKER, HENRY RICHARD, clerk, Greenwich. Pet. June 18. Reg. Pepps. O. A. Graham. Sol. Lade, Gresham-bldgs. Sur. July 8.

HAWKINS, WILLIAM HENRY, sen., dealer in lamps, Neville-rd, Stoke Newington. Pet. June 17. O. A. Paget. Sol. Godfrey, Hatton-gdn. Sur. July 7.

HOBBS, WILLIAM JAMES, attorney-at-law, Lime-st. Pet. June 19. Reg. Murray. O. A. Parkyns. Sol. Hall, Fenchurch-st. Sur. July 5.

HOBBS, GEORGE GURNEY, butcher, Tootingdon. Pet. June 18. O. A. Paget. Sol. Field, Farnival's-inn. Sur. July 7.

HOLLE, VALENTINE, jun., in no business, Folkestone. Pet. June 18. Reg. Murray. O. A. Parkyns. Sols. Nichols, Clark, and Ellis, St. Crispin's. Sur. July 5.

KIRBY, THOMAS KENDRELL, fytmar, Brighton. Pet. June 19. Reg. Murray. O. A. Parkyns. Sol. Weatherhead, Coleman-st. Sur. July 5.

LOYD, OLIVER WILBURN, solicitor, Gresham-bldgs, Basinghall-rd. Pet. June 14. O. A. Paget. Sol. Minchola. Sur. July 8.

MACGREGOR, GEORGE, out of business, Mile-end-rd. Pet. June 18. Reg. Pepps. O. A. Graham. Sol. Pittman, Guildhall-chambers. Sur. July 8.

MARTIN, THOMAS HENRY, wine merchant, George-yd, Lombard-st, and Ravenscroft-pk, Hammersmith. Pet. June 18. Reg. Murray. O. A. Parkyns. Sols. Miller and Stubbs, Eastcheap. Sur. July 5.

MARTIN, SAM NICHOLAS, commercial traveller, New Wimbledon and High Holborn. Pet. June 19. Reg. Pepps. O. A. Graham. Sol. Wile, Baring-st. Sur. July 8.

MASON, RICHARD, innkeeper, late Redbourne. Pet. June 15. Reg. Pepps. O. A. Graham. Sur. July 8.

MILNES, WILLIAM, general commission agent, Caledonian-rd, Cook's-ground, Chelsea. Pet. June 17. Reg. Brougham. O. A. Paget. Sol. Goutley, Bowed-st, Covent-gdn. Sur. July 7.

MORRIS, JOHN WILLIAM, watchmaker, New Brentford. Pet. June 18. Reg. Murray. O. A. Parkyns. Sol. Biddles, South-g, Gray's-inn. Sur. July 5.

NORRIS, WILLIAM EDWIN, steam power Sawyer, Webber-row, Waterloo-rd, and Barron's-pl, Waterloo-rd. Pet. June 17. Reg. Murray. O. A. Parkyns. Sol. Solomon, Finsbury-pl. Sur. July 5.

PAINE, WILLIAM, farmer, St. Peter's. Pet. June 18. Reg. Pepps. O. A. Graham. Sol. Dutton, Ironmonger-l, Sur. July 8.

PANCO, WILLIAM WILLIAMS, Trinity-pl, Gravesend, and Blue Anchor-l, Bermondsey. Pet. June 17. Reg. Pepps. O. A. Graham. Sol. Cooke, Gresham-bldgs. Sur. July 8.

PRODDER, SAMUEL, cement pipe merchant, late Eastbourne. Pet. June 9. Reg. Murray. O. A. Parkyns. Sol. Crowdy, Serjeant's-inn, Finsbury. Sur. July 5.

READ, WILLIAM, carpenter, Richard-st, Cornwal-rd, Blackfriars-rd. Pet. June 17. O. A. Paget. Sol. Levy, Surrey-st, Strand. Sur. July 5.

ROBERTS, BENJAMIN, licensed victualler, Tootingdon. Pet. June 18. Reg. Murray. O. A. Parkyns. Sol. Field, Farnival's-inn, Holborn. Sur. July 5.

RUSSELL, JOHN, out of business, Manchester-st, Nottingham-hill. Pet. June 17. Reg. Murray. O. A. Parkyns. Sol. Burt, Guildhall-chambers, Basinghall-st. Sur. July 5.

SHARP, FREDERICK, licensed Spalding-rd, Tufnell-pk-rd, Holloway. Pet. June 15. O. A. Paget. Sols. Terrell and Co., Basinghall-st. Sur. July 5.

SEYMOUR, WILLIAM, jobmaster, Jermyn-st, and Mason's-yd, Duke-st, St. James's. Pet. June 17. Reg. Pepps. O. A. Graham. Sols. Messrs. Lumley, Old Jewry-chambers, and Conduit-st, Regent-st. Sur. July 8.

SHEPPARD, JOHN, whip maker, Tottenham. Pet. June 19. O. A. Paget. Sol. Godfrey, Gray's-inn. Sur. July 7.

SMART, SAMUEL JAMES, fancy bookmaker, Thomas-st, Hackney-rd, and Watlington. Pet. June 18. Reg. Pepps. O. A. Graham. Sol. Lewis, Hackney-rd, Shoreditch. Sur. July 8.

STRICKLAND, WILLIAM, china dealer, Upper Whitecross-st. Pet. June 18. Reg. Murray. O. A. Parkyns. Sol. Pittman, Guildhall-chambers, Basinghall-st. Sur. July 5.

TARVER, CHARLES, out of employment, South Norwood. Pet. June 16. Reg. Brougham. O. A. Paget. Sol. Harrison, Basinghall-st. Sur. July 7.

To surrender in the Country.

ALLEN, WILLIAM, out of business, Liverpool. Pet. June 18. Reg. & O. A. Hime. Sol. Hughes, Liverpool. Sur. July 5.

ANTY, JOSEPH, out of business, Sheffield. Pet. June 17. Reg. & Wake and Rodgers. Sols. Messrs. Chambers, Sheffield. Sur. July 2.

BEDFORD, THOMAS FISHER, butcher, Liverpool. Pet. June 18. Reg. & O. A. Hime. Sol. Lupton, Liverpool. Sur. July 6.

BENNETT, WILLIAM, grocer, Sheffield. Pet. June 17. Reg. & O. A. Wake and Rodgers. Sols. Messrs. Binney, Sheffield. Sur. July 8.

BOTH, GEORGE, journeyman smith, Nottingham. Pet. June 16. Reg. & O. A. Fiddell. Sol. Branch, Nottingham. Sur. June 30.

BRICKNELL, ALFRED, painter, Oxford. Pet. June 17. Reg. & O. A. Stone. Sol. Mills, Bicester. Sur. June 30.

BUTLER, THOMAS, builder, Salford, near Birmingham. Pet. June 17. Reg. Hill. O. A. Kinnear. Sols. James and Griffin, Birmingham. Sur. July 7.

CAMBRIDGE, SAMUEL, sub-railway contractor, Willenhall. Pet. June 17. Reg. & O. A. Brown. Sol. Best, Willenhall. Sur. July 7.

CLARK, GEORGE, beer-seller, Halifax. Pet. June 17. Reg. & O. A. Rankin. Sol. Story, Halifax. Sur. July 9.

CLARK, THOMAS, coal-dealer, Exeter. Pet. June 19. Reg. & O. A. Dav. Sol. Flood, Exeter. Sur. July 3.

CLEGG, ROBERT, and CLEGG, ABRAHAM, cotton manufacturers, Brownslee, near Burnley. Pet. June 17. Reg. Fardell. O. A. McNeill. Sols. Sale, Shipman, Seddon, and Sale, Manchester. Sur. July 7.

CLIFTON, ROBERT, veterinary surgeon, Lincoln. Pet. June 18. O. A. Young. Sol. Brackenbury, Alford. Sur. July 14.

COOKE, ABRAHAM, builder, Birmingham. Pet. June 17. Reg. Hill. O. A. Kinnear. Sols. James and Griffin, Birmingham. Sur. July 7.

COUSINS, ELIZABETH, hotel keeper, Manchester. Pet. June 9. Reg. Fardell. O. A. McNeill. Sols. Sale, Shipman, Seddon, and Sale, Manchester. Sur. July 11.

CROZIER, JAMES, cook, Scarborough. Pet. June 14. Reg. & O. A. Woodall. Sol. Glover, Scarborough. Sur. July 5.

DENNISON, JOSEPH, bonesteater, Fenchurch. Pet. June 14. Reg. & O. A. Broatch. Sol. Lowthian, Keswick. Sur. June 28.

FIELDER, FRANCES, widow, Bath. Pet. June 15. O. A. Smith. Sols. Slack, Simmons, and Clark. Sur. July 6.

GLOVER, JOSEPH, master mariner, Liverpool. Pet. June 17. O. A. Turner. Sol. Bety, Liverpool. Sur. July 5.

GOULDTHORPE, JOSEPH, innkeeper, late Doncaster. Pet. May 15. Reg. & O. A. Shirley. Sol. Woodhead, Doncaster. Sur. July 6.

GRAY, LLEWELLYN GRIFFITH, tobacconist, Bradford. Pet. June 17. Reg. & O. A. Robinson. Sol. Hill, Bradford. Sur. July 2.

HARRISON, JOHN HEYES, gardener, Bolton. Pet. June 19. Reg. & O. A. Holden. Sol. Ramwell, Bolton. Sur. July 7.

HART, THOMAS, publican, Newcastle-upon-Tyne. Pet. June 19. Reg. & O. A. Clayton. Sol. Johnston Newcastle-upon-Tyne. Sur. July 3.

HECKLER, MARTIN GIBSON, gentleman, Derby. Pet. June 3. Reg. & O. A. Veller. Sol. Gamble, Derby. Sur. July 14.

HILTON, CORNELIUS, builder, Derby. Pet. June 14. Reg. & O. A. Weller. Sol. Brices, Derby. Sur. July 14.

HOFFMAN, JOHN WILLIAM, dealer in India rubber goods, Manchester. Pet. June 17. Reg. Tudor. O. A. Kinnear. Sols. James and Griffin, Birmingham. Sur. July 2.

HOIS, MANN, GUSTAV, watchmaker, Bath. Pet. June 19. Reg. & O. A. Weller. Sol. Wilton, Bath. Sur. July 3.

HOWITT, JOHN, manservant, Sale. Pet. June 15. Reg. & O. A. Southern. Sol. Hinde, Altrichan. Sur. July 3.

JACKSON, RICHARD, coal dealer, Over. Pet. June 16. Reg. & O. A. Heshire. Sol. Bent, Over. Sur. July 7.

JONES, FREDERICK, dealer, Birmingham. Pet. June 19. Reg. & O. A. Guest. Sur. July 16.

JONES, SAMUEL, saddler, Netherth. Pet. March 10. Reg. & O. A. Owen. Sol. Lascelles, Netherth. Sur. July 2.

KAY, WILLIAM, eating-house keeper, Manchester. Pet. June 18. Reg. & O. A. Guest. Sol. Duke, Birmingham. Sur. July 16.

LISTER, ELIZABETH, out of business, Bradford. Pet. June 18. Reg. & O. A. Robinson. Sol. Yewdall, Bradford. Sur. July 2.

LOYD, JOHN, charcoal merchant, Shrewsbury. Pet. June 19. Reg. & O. A. Peelo. Sol. Broughall, Shrewsbury. Sur. July 12.

LOVEBRIDGE, CHARLES WALKER, Chard, Somerset. Pet. June 18. O. A. Carrick. Sols. Dornmet and Canning, Chard; and Messrs. Daw, Exeter. Sur. July 3.

LOUGHTON, GEORGE, builder, Sunderland. Pet. June 16. Reg. Gibson. O. A. Laidman. Sol. Hoyle, Newcastle-upon-Tyne. Sur. July 16.

MATTHEWS, JOHN, and PAYNE, THOMAS, brush manufacturer, Gloucester. Pet. June 18. Reg. Wilde. O. A. Acraman. Sol. Cooke, Gloucester. Sur. July 2.

MORRIS, WILLIAM NEWELL, joiner, Manchester. Pet. June 18. Reg. Macrae. O. A. McNeill. Sol. Bent, Manchester. Sur. July 8.

MONNINGTON, HENRY, packer, Birmingham. Pet. June 13. Reg. & O. A. Guest. Sols. James and Griffin, Birmingham. Sur. July 16.

MORRIS, ALFRED, dealer, Derby. Pet. June 1. Reg. & O. A. Weller. Sol. Briggs, Derby. Sur. July 14.

MORRIS, JOHN, agriculturist, Hertford. Pet. June 15. Reg. Carver. Sur. July 3.

MORRIS, THOMAS, builder, Birkenhead. Pet. June 18. Reg. & O. A. Guest. Sol. Dowling, Birkenhead. Sur. July 16.

NETTLETON, FREDERICK CHAPPEL, accountant, Plymouth. Pet. June 18. O. A. Carrick. Sols. Messrs. Edmonds, Plymouth. Sur. July 7.

PERCIVAL, JOHN, provision dealer, Over. Pet. June 16. Reg. & O. A. Guest. Sol. Bent, Over. Sur. July 7.

PYRAH, ABRAHAM, grocer, Dewsbury. Pet. June 19. O. A. Young. Sol. Simpson, Leeds. Sur. July 5.

RADCLIFFE, SQUIRE, auctioneer, Over Darvon. Pet. June 18. Reg. Fardell. O. A. McNeill. Sols. Smith and Boyer, Manchester. Sur. July 7.

RILEY, WILLIAM, beer-seller, Halifax. Pet. June 17. Reg. & O. A. Rankin. Sol. Story, Halifax. Sur. July 9.

ROBERTS, JAMES, contractor, Wolverhampton. Pet. June 18. Reg. & O. A. Brown. Sol. Greenway, Wolverhampton. Sur. July 7.

SUNNERSVILLE, JOHN, builder, Bristol. Pet. June 19. Reg. Wilde. O. A. Acraman. Sols. Fussell and Pritchard, Bristol. Sur. July 3.

TAYLOR, BETTY, widow, lodging-housekeeper, late Caines. Pet. June 12. Reg. & O. A. Crisp. Sol. Tree, Worcester. Sur. July 7.

TAYLOR, WILLIAM, butcher, assistant, Liverpool. Pet. June 17. Reg. & O. A. Hime. Sol. Thornley, Liverpool. Sur. July 5.

TEMPLE, ELIJAH, marine store dealer, Great Driffield. Pet. June 18. O. A. Young. Sols. Bell and Leak, Hull. Sur. July 14.

TURNER, JOHN WILKIN, licensed victualler, Birmingham. Pet. June 9. Reg. Hill. O. A. Kinnear. Sol. East, Birmingham. Sur. July 7.

WADDLE, RICHARD, out of business, Newcastle. Pet. June 16. Reg. & O. A. Clayton. Sol. Joel, Newcastle. Sur. July 3.

WATKINS, JOHN THOMAS, chemist, Walsoken. Pet. June 19. Reg. & O. A. Andrews. Sol. Howard, Weymouth. Sur. July 6.

WEBSTER, HENRY, earthenware maker, York. Pet. June 16. Reg. & O. A. Perkins. Sol. Young, York. Sur. July 12.

WHITING, ELDER JAMES, cooper, Wallingford. Pet. June 16. Reg. & O. A. Perkins. Sol. Dodd, Wallingford. Sur. July 2.

WHITMAN, ALFRED, shoemaker, Dorstone. Pet. June 18. Reg. & O. A. Williams. Sol. Games, Hvy. Sur. July 8.

WHITTLE, HENRY RICHARD, stationer, Birmingham. Pet. June 9. Reg. Tudor. O. A. Kinnear. Sol. Tower, Lower Thames-st. Sur. July 2.

WILLIAMS, DAVID, bootmaker, Festinlog. Pet. June 17. Reg. & O. A. Jones. Sol. Bro-se, Portmadoc. Sur. July 5.

WILLIAMS, FREDERICK RICE, watchmaker, Carmarthen. Pet. June 17. Reg. Wilde. O. A. Acraman. Sols. Henderson and Salmon, Bristol. Sur. July 2.

WILSON, BARTHOLOMEW, grocer, Old Swan, near Liverpool. Pet. June 18. Reg. & O. A. Hime. Sol. Dixon, Liverpool. Sur. July 7.

WRIGHT, JOHN WALKER, grocer, Doncaster. Pet. June 14. O. A. Young. Sols. Fisher, Doncaster; and Bond and Barwick, Leeds. Sur. July 7.

BANKRUPTCIES ANNULLED.

Gazette, June 15.

BURGESS, WILLIAM, auctioneer, Sussex-st, Pimlico. Jan. 18, 1864.

BURGESS, WILLIAM, general agent, Northumberland-st, Strand. March 22, 1868.

BURGESS, WILLIAM, house agent, Sussex-st, Pimlico. Oct. 24, 1861.

Dividends.

BANKRUPT'S ESTATES.

The Official Assignees are given, to whom apply for the Dividends.

Atterton, W. M. money scrivener, second, 53d, McNeill, Manchester. — Bulkeley, T. of Hammersmith, third, 1st, 23d, Stanfield, London. — Carlton, R. W. straw hat manufacturer, second, 114d, Parkyns, London. — Dickinson and Myers, ironmongers, first, 5s. McNeill, Manchester. — Fennell, F. L. grocer, first, 1st, 1st, fourth, 3d, McNeill, Manchester. — Hall, F. L. grocer, first, 1st, 1st, Parkyns, London. — Hulton, H. joiner, first, 1st, McNeill, Manchester. — Lee, J. W. engineer, first, 1st, 10d, Harris, Nottingham. — Lever, J. O. general agent, first, 3d, 2d, 9d, 10th, Parkyns, London. — Miles, G. H. grocer, first, 2d, 6d, Parkyns, London. — Raymond, G. master R. N. second, 2d, 1st, Stanfield, London. — Rees, F. J. grocer, first, 3d, Parkyns, London. — Robinson, S. twine manufacturer, first, 2d, 3d, McNeill, Manchester. — Wrenlock, J. smallware manufacturer, first, 14d, McNeill, Manchester.

Assignment, Composition, Inspectorship, and Trust Needs.

Gazette, June 18.

ALDGATE, JAMES, draper, Peterborough. June 14. 1s. by three equal instalments, 1s. 3d. and 9s. from June 1. — secured.

ALLEN, WILLIAM VINCENT, corn factor, Moor-st, Soho. May 29. 5s. in 1 mo. Trust. A. W. Digby, gentleman, Chancery-l.

Price 6d.; stamped 7d. Quarterly, 8s. 8d.: Half-yearly, 17s. 4d.; Yearly, £1. 14s. 8d. A reduction made for payment. Post-office Orders payable to Mr. Horace Cox.

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CHARGES FOR ADVERTISEMENTS.

Four lines or thirty words 3s. 6d.
Every additional ten words 0s. 6d.

Advertisements specially ordered for the first page are
charged one-fourth more than the above scale.

Advertisements must reach the office not later than
five o'clock on Thursday afternoon.

VOL. XLVII.—No. 1370.

To Readers and Correspondents.

All anonymous communications are invariably rejected.
All communications must be authenticated by the name
and address of the writer, not necessarily for publica-
tion, but as a guarantee of good faith.

NOTICE.

The Forty-sixth Volume of the LAW TIMES, now complete,
may be uniformly and strongly bound at the LAW TIMES
Office for 5s. 6d.

THE
Law and the Lawyers.

THE Judicial Committee of the Privy Council
have decided that the DEAN of ARCHES is not at
liberty to refuse letters of request from a bishop.

THE LORD CHIEF JUSTICE, we are glad to say,
has declined to depart from the invariable prac-
tice of the Court of Queen's Bench in the case
of the *Overend-Gurney* prosecution, and the
prosecution will, therefore, be conducted by
counsel, or dropped altogether.

THE REV. DR. ROBINSON having resigned the
Mastership of the Temple, this honourable office
has been conferred upon the Rev. Dr. CHARLES
J. VAUGHAN, vicar of Doncaster, where he has
been for nine years the incumbent, and greatly
distinguished himself by the zeal with which he
discharged his parochial duties. He is a
brother-in-law of Dr. STANLEY, the Dean of
Westminster.

It is understood that the proposal of the Marquis
of CLANRICARDE to apply a portion of the surplus
funds of the Irish Church to the provision of
manes and glebes for the Roman Catholic and
Presbyterian Churches will be carried by a very
large majority that will include the leading men
of all parties. Disestablishment is conceded.
This statesmanlike resolution will settle the
Irish question effectually and for ever.

THE LORD CHIEF JUSTICE of the COMMON PLEAS
seems determined to distinguish himself, but he
has taken a most singular means of doing so.
It may be said without exaggeration that there
are very few cases which come into his court in
which he does not "hand down a suggestion."
His Lordship's suggestions invariably prove
singularly efficacious, and during the sittings
after Term in Middlesex and London the Com-
mon Pleas has risen, we should say, at least,
half-a-dozen times before twelve o'clock. Quite
possibly Lord Chief Justice BOVILL acts strictly
in accordance with his own view of the best
thing to be done for the interests of the parties,
but it seems to a great degree ridiculous that
day after day cases should be prepared for juries
at vast expense, and that within a few moments
of their appearance in court they should be
converted into special cases, or relegated to the dismal
delays of arbitration. We object to this singular
action of the learned Judge, because counsel
would find it a very delicate matter to proceed
with a case in the teeth of a judicial suggestion
for the withdrawal of a juror, and we are sure
the public would prefer to dispense with the
suggestions, and try their causes before the
tribunal which they have adopted.

THE NEW LAW COURTS.

Two Parliamentary papers just issued contain
the opinions of the surveyors on the comparative
expenses and convenience of the rival sites. It
appears, from this document, that the distance
from Lincoln's inn to Howard-street is exactly
double the distance to the Carey-street site, and
the Temple is equi-distant from both. Mr.
HUNT reports that negotiations have been
entered upon for disposing of part of the Carey-
street site for chambers and offices, on terms
very advantageous to the public. The cost of
the building will not exceed a million.

A LIBEL.

THERE is one feature of our system of elections
disgraceful to us as a people, and forming no small
part of the heavy price we pay for the privilege
of self-government. An election opens wide the
flood-gates of envy, hatred, malice, and all un-

charitableness, and the venom, repressed by
public opinion at all other times, is now per-
mitted to flow freely, and the cherished maligni-
ties of neighbours, rivals, sects and parties find
vent in print and in speech. Old grudges are
now indulged in under shelter of the anonymous.
A "squib" is made the pretext for stabbing in
the dark a friend of whose success there is envy,
or of whose rivalry there is jealousy, and for
weeks before and for months after the contest
the town is one great conflict of abuse, in which
none are spared, for which there is no statute
of limitations, but the past of every man is sifted
to find what there may be in his history or in
that of any of his relations to supply material
for abusing him.

Political difference is the pretence for this,
though the motive is more often personal. A
candidate is especially subjected to the ordeal,
and it is hard indeed if something cannot be dis-
covered which he or his father or his grandmother
has done or said, out of which weapons cannot be
wrought for attacks in squibs if not in speeches.
It is enough that he is the champion of the
opposite party to justify the throwing at him of
any quantity of dirt. But it is fair to say that
this species of attack is usually limited to
anonymous placards and the lowest class of
newspapers. Respectable journals rarely indulge
in them.

It was, therefore, with equal astonishment
and disgust that the Profession read, in the
Saturday Review of June 19, an assault upon
Mr. DIGBY SEYMOUR, Q. C., such as has not
disgraced the pages of any decent newspaper for
twenty years; an attack such as would have
been looked for in the *Satirist* of old, or in its
modern imitator, the *Queen's Messenger*. We
will not spread the libel by reprinting any part
of it; enough to say that it rivalled in tone and
malignancy an election placard, and could only
have obtained a place in such a journal when its
editor was absent or asleep. But the excuse for
it is as bad as itself. Mr. SEYMOUR's offence
was nothing more than that he was a candidate
for Nottingham on independent principles, and
would not swear allegiance to the Radical
creed of his assailant. If not this, it was
personal malignity; and for that there is
still less excuse. The almost universal reprobation
with which this uncalled-for libel has been
received will, we trust, deter any future journal
having a character to lose from indulging in
electioneering attacks upon the characters of
opposing candidates. It is a game at which
two can play, a practice which will speedily
provoke retort. How soon the habit may grow is
seen in America, where all the newspapers do as
the *Saturday Review* has done in the case of the
Norwich election, and in a rivalry of zeal
exhaust the language of abuse in assailing the
candidates on the other side. It is ominous that
the first adoption of the American system of
political warfare should be by a journal of
such standing as the *Saturday Review*, for it is
an example that inferior newspapers will cite to
justify their own misdeeds. As for Mr. SEYMOUR,
it is impossible not to feel for him much sym-
pathy, and with the Profession much indignation,
at a wholly wanton and uncalled-for attack.
The incidents that are recalled had been for-
gotten and the errors of earlier judgment long
ago forgiven. Their revival by a local partisan
in the heat of a contest in Nottingham would
have been unjustifiable; by a distant journalist
writing in cold blood in London it is altogether
inexcusable.

ARBITRATION.

A PERSON who signs himself "A Victim of
Lawyers' delays," has furnished the readers of
the *Times* with his opinion of the manner in
which arbitrations before barristers are con-
ducted. He condemns them in most unmeasured
terms, and we do not for a moment purpose to
defend them. We agree in condemning them,
and we shall give our reasons; but, on the other
hand, we shall suggest reforms and oppose most
strongly any proposition to transfer the causes to
the jurisdiction of what the *Times*' correspondent
calls lay professional arbitrators.

First, as to the evils of the present system.
Arbitrations are usually given to barristers who
have a considerable private practice and are of
some standing. They have their ordinary ap-
pointments to keep in addition to the arbitra-
tions; consequently, between the convenience
of the arbitrator and of the respective counsel
causes are frequently hung up for a period so

long as to be a thorough scandal to the administration of the law. Now the question is what remedy is to be applied to this? There are at present some 4000 gentlemen at the Bar. Say that one-half are honorary members of the Profession, abroad, or in some other way incapacitated from actively exercising their avocations at home. That leaves 2000 barristers for whom work is to be found. But even divide that again and reduce the working Bar to 1000, and there is a force which ought to render it no difficult matter to provide for the dispatch of arbitrations with a reasonable degree of rapidity. Unfortunately, however, the choice of an arbitrator is usually left to the counsel engaged. An arbitration is a choice little bit of patronage of which Jones or Smith would be very glad. This patronage is frequently exercised by counsel engaged in causes upon a most benevolent principle. The choice very often falls upon a man with a large family, who has been long struggling against all the formidable difficulties which stand in the way of advancement at the Bar. This is very well and very laudable, but the result is that certain men are put into arbitrations whenever it is possible, and they are anxious to oblige those by whom the patronage has been conferred. Mutual courtesies result, to the intense inconvenience of the suitors. In our opinion it would be most desirable could these matters be placed entirely under the control of the judge before whom a cause is originally brought. But even then he should not be allowed to act according to mere caprice. Barristers of a certain standing and acknowledged efficiency should be allowed to put their names on the judge's list, and the arbitrations should be given in order, just as briefs are given at soup sessions. If this were carried out we should soon hear no more of delay, and men without connection might obtain the chance of bringing their abilities to the notice of the Profession.

Concerning the proposition to refer matters to lay professional arbitrators it may be safely said that no one who has had any experience of that class of tribunal would argue in favour of it. The writer of this article has had some experience, and in his opinion lay professional arbitrators are the least satisfactory judges which can be found. It is far easier for a trained legal mind to master the technicalities of engineering and the like than for an engineer or surveyor to learn the functions of a Judge and how to exercise them. In a recent case within our knowledge the arbitration had to be adjourned in order that the arbitrator might take a legal opinion as to the admissibility of certain evidence. If a lay professional man were assisted by a legal assessor the tribunal would be a very good one. But, on the other hand, a lawyer can always gain the necessary information in special cases as the cause proceeds. All that is required is a little explanation. Of this explanation lay professional men make a great deal, and frequently give it with a certain air of commiseration. But it is not necessary that the lawyer should penetrate far beneath the surface to be able to apprehend the bearing of the evidence given on either side.

Our conclusion is that in all cases lawyers will always make the best Judges. The only difficulty is how to prevent the accumulation of references in the hands of a few men. Scattered through the Profession, arbitrations might shame our courts. At present no such result can be looked for.

THE OVEREND AND GURNEY PROSECUTIONS.

THE Government persists in its refusal to pay the costs of this prosecution. The newspapers are very wrath, but the country will approve the resolution. Why should the poor taxpayers be compelled to pay the expenses of legal proceedings undertaken by a private person without asking their consent or approval. Mr. Thom is perfectly a volunteer in the matter. He was not more aggrieved than many thousands of others. If he is fighting the battle of the shareholders, surely they can levy from among themselves the costs of proceedings taken on their behalf. If he is fighting only on his own account, it is but just that he should bear the burden he has invited. Whether the Government should have prosecuted in the first instance is quite another question, upon both sides of which there is much to be said; but undoubtedly it would be a most dangerous precedent to permit private persons to commence prosecutions, and then to go

to the public purse for the costs which they have voluntarily incurred. What between the love of notoriety in the client, and the pleasant prospect of indefinite bills of costs on the part of the lucky solicitor whom it might please him to patronise, there would be very soon a crop of prosecutions to harass the citizen and tax the public purse. Mr. Bruce has exercised a very wise discretion, as usual with him, and to Mr. Thom will be left the conduct of his own case.

SHERIFFS AND THE BANKRUPTCY ACT.

ONE more case has arisen to illustrate the unfortunate position of sheriffs since the passing of the Bankruptcy Act 1861. The various cases decided on the question of a sheriff's withdrawal on the production of a certificate of the registration of a trust-deed must be familiar to our readers. The case of *Ames v. Colnaghi* (18 L. T. Rep. N. S. 327) is the most useful as extending the doctrine laid down in *Lloyd v. Harrison* (14 L. T. Rep. N. S. 799). *Ames v. Colnaghi* lays it down that it is the duty of a sheriff to discharge a debtor from custody upon his producing a certificate under the hand of the chief registrar and the seal of the Bankruptcy Court of the due registration and filing of a composition deed made by him with his creditors under the 192nd section of the Act of 1861, notwithstanding notice to the sheriff of the invalidity of the deed.

That case establishes the law so far as regards the discharge of a debtor who has been arrested. The recent case of *Godwin v. Stone*, 20 L. T. Rep. N. S. 711, Ex., was an action against a sheriff for not arresting a judgment-debtor on a *ca. sa.* The defendant pleaded that a deed had been executed by the judgment-debtor which had exempted him from arrest. To this it was replied that the deed was a deed which was pleadable in the action in which judgment had been obtained, but had not been pleaded. The sole question was, therefore, whether that fact was sufficient to disentitle the defendant to rely upon the deed?

Manifestly, the first point to be settled in such a case is as to the means of knowledge which the sheriff has. Counsel for the defendants urged that it was impossible for him to know whether a deed which was not pleaded was nevertheless pleadable. The certificate of registration contains the date of the deed; and the *ca. sa.* contains the date of the judgment. It may be argued from this that the sheriff would be informed that the date of the deed was anterior to the date of the judgment, and consequently that he ought to infer that the deed, if any defence, would have been pleaded as a bar to the action on which judgment had been obtained. So, at least, the Court of Exchequer held, but not without hesitation. The cases which forced the Court so to decide are those so well known to all our readers, of *Dignam v. Bailey* and *Rossi v. Bailey*. The former of these cases followed *Williams v. Rose*, in which it was held that a certificate of registration does not, by virtue of sect. 198, protect the debtor from arrest for debts not bound by the deed, nor the sheriff in releasing him, at least without due inquiry. But there the judgment was recovered, and the debt became due after the date of the deed, and the sheriff had notice of the fact. So in *Dignam v. Bailey* the debt did not accrue until after the date of the deed. "Whether," said Lush, J., "the sheriff had the means of knowing that the plaintiff's debt was discharged or not cannot, we think, affect the plaintiff's right." That is to say, that if the sheriff thought the debt had been paid he would still be liable for the escape. "But," added his Lordship, "we cannot help observing that, as the *ca. sa.* does contain the date of the judgment and the date of the deed, the sheriff had knowledge of all that is alleged in *Williams v. Rose* over and above what is alleged in the replication in this case." The replication in this case stated merely that the cause of action in question arose after the execution, &c., of the composition deed; whilst the replication in *Williams v. Rose* alleged that the deed was registered on a certain date, and that this was so stated in the certificate; that judgment was obtained on a certain day, and that it was so stated in the *ca. sa.*; that the defendant had notice that the judgment was obtained for a debt which became due after the registration and certificate, and that the plaintiffs were not creditors of the debtor at the time of the making or registration of the deed; and that

the defendant did not take due care to ascertain these facts. Therefore it may be taken that a simple replication that the cause of action arose after the execution of the deed is sufficient to embrace all these particulars. In *Rossi v. Bailey*, the decision was, that when the deed is pleadable and the debtor neglects to plead it he cannot set it up afterwards to defeat the execution. And the deduction is, of course, that if the debtor cannot set it up it is no defence to the sheriff who refuses to arrest.

The case of *Godwin v. Stone* is the first in which the question has arisen in an action against the sheriff for not arresting. Chief Baron Kelly said he felt bound by the authority of the decided cases, but he expressed his opinion that thereby the sheriff is put in a position in which no public officer ought to be placed. He considered it unreasonable that merely because of some matters being alleged, the truth of which he has no means of immediately ascertaining, he should be called upon to execute the writ at his peril, and that the proper course would be for the plaintiff to apply to the Court of Bankruptcy under sect. 198, for leave to execute process, because in a case where the debtor had neglected to plead the deed when it might have been pleaded, that court would clearly give such leave.

Baron Bramwell remarked upon the fact that there is no clause in the statute which says that these deeds may be pleaded, and nothing in the 198th section of the Act of 1861 to give any effect to them apart from the agreement between the debtor and creditors. Not being a deed which was pleadable, he was strongly inclined to think that if the deed were one which was not in its nature pleadable, it was not one which would protect the debtor from process, for, if not pleadable, it cannot be because it was not a deed by which it was agreed that the creditors should be barred. And, finally, he held that there was sufficient notice in the writ and the certificate to put the sheriff on his guard, and that if the deed could not be pleaded the sheriff's proper course was to take the debtor and leave him to apply for his discharge.

Upon a review of all the authorities it would appear clear that a sheriff should not arrest a debtor, and, if in possession, should withdraw where a certificate of registration of a deed is produced and there is nothing to show that the debt accrued after the date of the deed as mentioned in the certificate. But where there is anything by which he may conclude that the debt accrued after the date of the deed, he should execute the process with which he is armed.

THE BANKRUPTCY COMMISSIONERS.

WE confess that we have been somewhat surprised that the Bankruptcy Commissioners have so long and so quietly sat under the provision of the Bankruptcy Bill of the present year, and we scarcely knew which most to admire, their contentment at retiring into private life, or their resignation to the will of Parliament. This state of things however no longer exists, as the learned gentlemen have issued a protest against being compelled to retire upon two thirds of their salaries.

That this protest is most reasonable no one will be prepared to dispute. The only marvel that it was not made long ago. Clearly, however, it would have been dangerous for an individual to initiate the movement, there being a provision in the Bill that the Lord Chancellor may, with the approval of the Commissioners of the Treasury, under special circumstances, award a sum beyond the two thirds of the salary, and it is tolerably clear that a refractory commissioner would find it very difficult to persuade the Lord Chancellor or the Commissioners of the Treasury that there were any special circumstances in his case. This appears to be the feeling now existing, if the protest has been issued without signature and may express the views of all or none of the commissioners. Their case, however, is undoubtedly a strong one.

It is pointed out that by virtue of the Act creating commissioners in bankruptcy they stand upon the same footing as the common law Judges, their earliest privilege, that of retaining their office *quamdiu se bene gesserint*, being granted by statute 12 & 13 Will 3, c. 2. This being a how are these dignitaries, thus specially protected and supported by statute, to be dealt with? They may be compelled, as already stated, to resign their offices, and submit to

muneted of one-third of their income. But this is a trifle compared to what follows. A commissioner is only to get his two-thirds subject to the condition that the Lord Chancellor may nominate him to any judicial office for which he may be deemed fit; and if he declines or neglects to execute the duties of the office satisfactorily, being in a fit state of health, he shall forfeit his right to the compensation, unless he shall satisfy the Lord Chancellor that the office is not suitable to his position, regard being had to his former office. Therefore they may be placed in positions wholly new to them, and for which their special duties in bankruptcy have unfitted them, the new duties may be disagreeable, irksome, and uncongenial, yet if there is any wilful rebellion they positively forfeit the right to the compensation. The effect of this enactment is strongly stated in the protest before us, namely, that a commissioner, who, under the solemn pledge of an Act of Parliament, has accepted office because he cannot be removed from it, except for an offence committed, and after a fair trial—is *in fact* removed without any trial—placed upon two thirds of his salary—and if he then by professional or other employment endeavours, in his declining years, to make up his salary to its former amount, he is liable at any time to be called upon to throw up the employment and accept an appointment at home or abroad, unless he can satisfy the Lord Chancellor for the time being that the office is not suitable to his position.

So far as regards the Commissioners, and we think their case is hard enough. Then as regards the public. The case of the public, says the protest, is worse even than that of the Commissioners. "The precedent, if adopted," we are told, "will be applicable to the case of every Superior Court and every Judge of such court, when the Government of the day desires to make a change or remove any obnoxious Judge." We recognise the precedent, but we do not see that it could be used for the purposes referred to. The Bankruptcy Bill proposes to sweep away all the Commissioners to make way for a new system, and it is somewhat illogical that such a precedent could be used to justify the removal of "any" obnoxious Judge. Moreover, the days of "obnoxious" Judges are gone by, and will probably never return. We admit, however, that "the principle is exactly the same—the offices are held on the same tenure." And again there is no doubt that this treatment of the Commissioners being sanctioned no objection could be made to the similar treatment of the Judges. "If," says the protest, "upon carrying into effect the proposals of the Judicature Commission it should be deemed desirable to reduce the number of Judges, to remove them from London, or to make any other alteration, the precedent established in this case can be quoted as distinctly establishing the principle, and having the authority of Parliament. In fact, the tenure of the judicial office is completely altered."

And there is another aspect in which this question is to be regarded. The gentlemen who have been appointed commissioners have left, in the majority of instances, very respectable emoluments derived from private practice at the Bar. Those they relinquished to accept a particular office tenable for life—a certainty, not determinable during good behaviour, representing during life an income of a fixed amount, calling for the discharge of particular duties and residence in a known locality. All these things are considerations in the mind of any man accepting an appointment, and it is, in our opinion, a breach of faith on the part of Parliament to subject these gentlemen to conditions which they would never have submitted to had they been named when the appointments were offered. What Government has done is really this: It has induced a number of barristers to give up private practice which they can never resume, and to accept offices freehold in their nature, and certain in their incidents. The barristers have performed their part of the obligation, but being now in the power of the Government, Government refuses to hold to the original conditions of the contract, and with the assistance of Parliament substitutes a new contract for the old, and says that unless the commissioners choose to accept it they must take the consequences, and forfeit their right to compensation.

Now we defy the ATTORNEY-GENERAL, or any other lawyer in or out of the House of Commons,

to justify such a course of procedure as this. It would not be allowed by a court of law, judging of a matter between private persons, and the case is stronger where the Government is a party. And we are inclined to agree with the terms of the protest that "a breach of faith with regard to one of the conditions will as certainly produce its effect as a breach of another. The introduction of the element of uncertainty, if deliberately determined upon and adopted in future cases, will in itself compel the public either to pay a higher price for the services or be content with services of an inferior kind; but if to this be added the clear breach of faith in regard to any condition, the effect will be as certain as that those countries, which preserve implicit good faith with their creditors, can borrow money at a rate of interest one-half or more lower than those which disregard it."

The officers of the courts are in pretty much the same position as the Commissioners. Those officers accepted office as capable of being held by them during good behaviour.

The conclusion of the protest is very cogent. It points out that "in all cases up to the present time, Parliament has always, on the abolition of an office, acted upon the principle, manifestly and indisputably just, that it was the duty of the country to perform its part of the contract. Out of the many instances may be cited the recent cases of the Masters in Chancery and their Chief Clerks, 15 & 16 Vict., c. 80, ss. 5 and 46; all the holders of freehold offices, or offices for life, or during good behaviour in the Court of Chancery, whose offices were abolished by the 15 & 16 Vict. c. 87, s. 45; the Commissioners of the Insolvent Debtors' Court in Ireland, 20 & 21 Vict. c. 60, s. 83; Masters in Chancery, &c., in Ireland; Court of Chancery (Ireland) Act, 1867; the Commissioners of the Insolvent Debtor's Court. Bankruptcy Act 1861. And that this principle was recognised by the law officers and advisers of the Crown is best shown by reference to the present Bill, as it was prepared and indeed allowed to stand, until the last three clauses were considered in committee of the House of Commons."

And what will the country gain by this imperial breach of contract? We are told that the amount saved, even if the Treasury in every case refused their approval to the Lord Chancellor's increasing the compensation, would in the case of the commissioners amount to less than 5000*l.* a year, the recipients of which would be, with one or two exceptions, men considerably over seventy years of age, the others having each held bankruptcy offices for more than twenty-seven years. The expense in the cases of the remaining officers of the courts (many of whom are old men) would be 8000*l.* a year, or less, according to the number transferred to the new court. There would be no charge upon the public, since the funds which have been produced by the labours of these officers, and which are chargeable with their salaries, will probably, after payment of all charges thereon, yield a surplus to the public of nearly 1,000,000*l.* sterling.

On every ground of justice and policy, we would urge the reconsideration of the Government proposal. There is yet time for the matter to be put right in the Lords, and we hope the Law Lords will not forget the duty which they owe to the gentlemen who have served the country so well by applying as satisfactorily as possible the most difficult legislative machinery ever invented.

SALARIES OF THE COUNTY COURT JUDGES.

We regret to observe that the termination of the discussion of this subject in Parliament is adverse to the claims of the Judges. As a matter of policy we regret it, but we think there is cause to reprehend the line of argument adopted by the opponents of Mr. HIBBERT's motion.

To briefly recapitulate the arguments for and against the proposed augmentation, we find that Mr. HIBBERT bases the claim of the Judges on the undeniable increase of business, and the growing importance of the duties devolving upon them. Mr. Cross, in supporting the proposition, pointed out that it is desirable that men of the highest procurable ability should be induced to compete for County Court Judgeships, and that the bankruptcy jurisdiction about to be cast upon them entitles them (the Judges) to consideration.

On the other side, we find the arguments to be

these. The County Courts are not self-supporting; a balance remains to be paid annually by the public, amounting to 233,000*l.* In the next place Mr. AYRTON said that the salaries given to County Court Judges are usually double what the gentlemen appointed earned whilst at the Bar. Thirdly, it was urged that the Judges do not deserve an increase, because they live away from their districts in many instances, and are not as industrious as they might be.

The argument that the courts do not support themselves we admit to be forcible, but it was never found in any business establishment that it was wise, in order to make a concern pay, to cut down the salaries of the employees. There can be no doubt of that, and the same principle applies to the public service. The next argument, which is an *argumentum ad hominem*, refutes itself. Because the men now appointed are men who could not make 1000*l.* a year at the Bar, it is not necessary to offer salaries beyond the amount at present fixed. We will take this in connection with the other remaining argument, which is, that the Judges are not over industrious, and live far away from their districts in some instances. Now, in this latter observation, we discover an answer to that which precedes it. The salaries offered do not tempt men who could make moderately large incomes at the Bar; the men thus tempted are not of a good class, or, rather, not of the best class; therefore, says Mr. AYRTON, don't increase their salaries.

A piece of more deplorably weak logic we never met with. If there is cause to complain of the existing Judges, would it not be well to take the only sure means of raising the standard? Obviously, the increase of salaries is the surest means. The Government, however, think it wiser to have an inferior staff of Judges and save a few thousand pounds. Be it so—for the present. We must wait for a more liberally-disposed administration to reverse the verdict which has just been pronounced.

THE PRESENTMENT OF CHEQUES.

It is remarkable that after the very considerable amount of litigation which has arisen in connection with cheques, the law should not yet be understood and closely adhered to by men of business. More particularly should we have considered that all difficulties on the subject of presentment for payment would have been avoided.

In two recent cases questions have arisen relating to presentment, the one in the Court of Exchequer and the other in the Court of Queen's Bench. The former is entitled *Hopkins v. Ware*, 20 L. T. Rep. N. S. 668. The action was brought against an executor of one Robert Ware on a promissory note made by Robert Ware.

The testator, it appeared, borrowed of plaintiff 250*l.* on his promissory note. On the 9th May 1868, the testator being then dead, G. L. Lang, the defendant's solicitor, forwarded to the plaintiff his own cheque for 258*l.* 3*s.* 6*d.*, the amount due on the note for principal and interest, and the plaintiff returned her receipt for the amount. She, however, retained the cheque till the 6th of June, when it was forwarded for presentation. On the 9th it was presented, and was dishonoured. Notice of dishonour was given to the plaintiff on the following day, and application was afterwards made to him for payment, which he refused.

It further appeared, from the evidence of the manager of the bank, where Lang kept his account, that on the 13th May that account was overdrawn to the amount of 1287*l.*, and that between the 13th May and the 6th June he was never in funds to meet the cheque. The manager also stated that the account had for some years been overdrawn without adequate security, but that the overdraft was at this time covered to a considerable amount by securities which had been brought in by Lang, without any request from the bank, in Dec. 1867; and also that Lang had banked there since 1859, and that no cheque of his had ever been dishonoured. He further stated that if the cheque had been presented, he would not have paid it without communicating with Lang, but that he could not say whether it would or would not have been paid in fact. Between the 13th May and the 6th June various sums were paid in by Lang, and cheques of his, including one of 200*l.*, honoured—the result being that on the latter day the overdraft had increased by 261*l.* It was also proved by defendant that Lang had in his hands,

at the time the cheque was forwarded by him, 166*l.* 11*s.* belonging to the estate, and that on the 16th May the defendant paid to Lang, at his request, the balance of 91*l.* 12*s.* 6*d.*

The learned Judge, at the trial, found that, "had the cheque been presented at the time, in the ordinary due course after it was drawn and sent to the plaintiff, there was a reasonable chance that it would have been paid, but no certainty of it;" and thereupon he directed the verdict to be entered for the plaintiff, reserving leave to the defendant to move to set it aside and enter it for himself, on the ground that the cheque, under the circumstances proved at the trial, operated in payment of the plaintiff's claim, and that it was not duly presented for payment, nor was any due notice of dishonour given to the defendant, or to reduce the verdict to such amount as the court should think right.

Thus it will be seen that the question turned upon whether the delay in presenting the cheque was unreasonable under the circumstances. The fact that this was so shows how necessary, or rather how wise, it is to act in the presentment of cheques independently of the surrounding circumstances, and to use diligence, whatever excuse there may be for laches in this respect. As remarked by Baron Bramwell, in giving judgment, it is very difficult, as a general rule, to draw the line between what is reasonable and what is an unreasonable time for presentment, and, consequently, the facts in each particular case must be regarded, "for it is not difficult," added the learned Baron, "to say in some cases that they are on the one side or the other." On the facts of the case it may be well to notice what his Lordship said. "It is clear to my mind," he remarked, "that in the present case three weeks is an unreasonable time for which to have held back this cheque, and I have no hesitation, therefore, in holding, without more precisely defining what is a reasonable time, that this cheque was kept by the plaintiff beyond the necessary and reasonable time; and I find, also, that two losses accrued to the defendant in consequence of such delay, namely, first, the loss of the chance of the cheque's being paid; and, secondly, the loss of the possibility of his getting something out of Lang by arrangement with him had it been presented before Lang had absconded, and whilst the bank was still honouring his cheques. I find these two losses, and I find that the cheque was kept by the plaintiff, as if it had been a payment by Lang and not by the defendant, and that she has, by so doing, made the cheque her own, and has discharged the defendant from all further liability in respect of it."

Baron Cleasby, the other judge who delivered judgment, said nothing on the question of reasonableness, save as echoing the expression of Baron Bramwell.

The second case referred to, of *Prideaux v. Cridde*, 20 L. T. Rep. N. S. 695, related to presentation by a country banker through a London clearing house, the short decision being in the words of the head-note, that a country banker who receives from a customer a cheque upon a banker in another town is not bound to send it to that town for presentment, but may send it to his London agent to pass through the clearing house. It appeared in this case that the cheque was passed through Agra and Masterman's Bank, which stopped before the cheque was paid, and consequently the amount was lost. But the decision was a simple one. No delay arose from passing the cheque through the clearing house of the London bank. This would have sufficed to settle the matter, but Mr. Justice Lush added that a banker could not be expected to have an agent in every town in the country.

There are two cases in our reports analogous to the foregoing which were cited on different sides of the argument, and in the earliest case, that of *Hare v. Henty*, 4 L. T. Rep. N. S. at p. 364, Chief Justice Erle discusses the question of reasonableness. He said that if the case had rested on the question of reasonable time, the usage of eighteen months in the absence of anything to the contrary, was good evidence of what was reasonable, and he refused to recognise any legal duty to send the cheque to the drawer by the first post. "No authority affirming the existence of such a duty has been found," he said, "and it would be unreasonable to require that the holder of a cheque should uniformly part with the possession of the document proving his right to be paid, and trust to the party who has the obligation of paying it; and though such a course might be adopted between parties corresponding on

mutual confidence, and trusting to each other, each party must have the option of bringing it to an end if he should require it." In this case the law laid down by Lord Ellenborough in *Rickford v. Ridge*, 2 Camp. 537, was adopted. There the plaintiffs, bankers at Aylesbury, had discounted for the defendant a cheque on Smith, Payne, and Smith, in London, at noon of the 13th June. On the 14th the plaintiffs sent it to Praed and Co., their London bankers, for presentment. Praed and Co. received it on the 14th, and sent it for presentment on the 15th, when payment was refused. Notice of dishonour was given on the 16th, and an action was brought to recover the money paid in discounting. It was held that the cheque was presented in time; that the bank receiving the cheque on the 13th was not bound to send it off till the 14th, and the bank receiving it on the 14th was not bound to present it before the 15th. Chief Justice Erle expressed the opinion that the rule so established applies not only as between the parties to a cheque, but as between bankers and a customer, unless circumstances exist from which a contract or duty on the part of the banker to present earlier, or to defer presentment to a later period, can be inferred.

The other case referred to, *Bailey v. Bodenham*, 10 L. T. Rep. N. S. 422, involved more particularly the question whether sending a cheque by letter was a due presentment. The plaintiffs sent the cheque, which was the subject-matter of dispute to the City Bank, their London agents, by the post of Friday, the 8th May, to be presented by them to Messrs. Barclay and Co., the London agents of the country bank of Messrs. Morgan and Adams, of Ross, upon whom the cheque was drawn, through the country clearing-house. Morgan and Adams had, however, closed their account with Barclay and Co. on the 7th May, and the City Bank, therefore, sent the cheque by post on Saturday, May 9, to Morgan and Adams at Ross, where it arrived on Sunday morning, May 10. On Monday there was a run on Morgan and Adams, and the cheque was put aside by them until the following Friday, the 15th May, when it was returned to the City Bank through the post. The City Bank received it on May 16, and by the same day's post returned it to the plaintiffs, who, having received it on Sunday, May 17, sent notice of dishonour by the post of the 19th May to the defendant, who received it on the 20th. Chief Justice Erle there said that there was evidence that it was a reasonable course for a country bank to send a cheque to the London agents of another country bank for payment. But, being presented at the City Bank, did the City Bank use due diligence? He held that a sending by post might be a good presentment, but that there ought to be a notice of dishonour if the money were not paid. "Either," said the Chief Justice, "the sending by post to Morgan and Co. was no presentment, and this cheque has never therefore been presented, or, if it is a due presentment, then on the 11th it was dishonoured, and no notice of dishonour was given till the 19th," and that he held to be a want of reasonable diligence. Mr. Justice Byles doubted whether presentment by post was a good presentment, but assuming that it could be, he said that not only under the circumstances was there no presentment to a person who had a right to hand over the cheque, but the presentment was made to a person who had given up paying through his London agents.

The cases and opinions which we have cited will, we trust, make the question of the presentment of cheques as clear as it can be made, not only as relates to the parties to cheques, but as between bankers and their customers.

BANKRUPTCY IN THE COUNTY COURT.

It is somewhat unfortunate that just when it is proposed to confer large bankruptcy jurisdiction on the County Courts, a Judge of one of those courts should have erred in a matter of discretion. We refer to a case of *Ex parte Rose, re Rose*, 20 L. T. Rep. N. S. 688, in which a question arose as to the belief of a debtor as to the amount of his debts.

There the bankrupt filed his petition for adjudication of bankruptcy in the County Court, at Wolverhampton, and was adjudicated a bankrupt. On filing his petition he made the usual affidavit that he verily believed that his debts did not exceed 300*l.*, and in his statement of his debts, filed on the 5th April, he said that Levi

York was his only creditor, and that the debt due to him was 290*l.*, described as "amount of a verdict obtained by this creditor against me at the late Gloucester assizes, for the maintenance of his daughter, costs of such action, and her subsequent maintenance to the present date." The costs of the action were on the 13th April taxed at the sum of 85*l.* 6*s.* 8*d.*, and the debt ultimately proved by York was 322*l.* 16*s.* 8*d.*, which included 12*l.* 10*s.* for maintenance of the bankrupt's wife up to the date of the filing of the petition. From the evidence it appeared that before filing the petition the bankrupt consulted his solicitor as to what would be the probable amount of the costs of the action, and that they estimated them at 55*l.* Adding this to the 225*l.*, and adding also 10*l.* for the maintenance of his wife subsequently to the action, the bankrupt estimated his debts at 290*l.*

Mr. Skinner, the County Court Judge ordered the adjudication of the bankrupt to be annulled, not being satisfied that at the time of filing his petition he could have had a reasonable and *bona fide* belief that his debts did not exceed 300*l.* His reasons for this conclusion are stated in his judgment. His Honour said: "No one has a right to hazard his oath without ascertaining the fact with the utmost certainty, which the young man could have done in this case by waiting until it came before the master for taxation. He has not done this, but has acted on the speculative opinion of his attorneys."

We are sorry to differ from the reasons upon which a learned County Court Judge bases his decision, but in this instance we certainly agree with the Court of Appeal. Lord Justice Selwyn asked how it was possible for the bankrupt to estimate the probable amount of the costs of the action, except by a reference to persons experienced in such matters. It is perfectly clear that he could take no better course. But his Honour did not annul the adjudication on this ground, but on the ground that the bankrupt ought to have waited for the taxation of the costs by the master before filing his petition. On this point we cannot do better than cite the Lord Justice. He said that "whatever might be the opinion of the court as to the policy of the law, its duty was to administer it as it stood, and the Act gave the appellant a right to file his petition when he did, and he was compelled at that time to estimate the amount of his debts, and, according to his Honour's own decision, the appellant had then good grounds for believing that the total amount of his debts was under 300*l.* There would have been considerable delay if the appellant had waited to file his petition till after the costs of the action were taxed. If he was bound, in this case, to wait till the costs were taxed, then it was difficult to see where the line was to be drawn. Take the case of a debtor who had creditors holding mortgage securities for their debts. If the decision appealed from in this case were correct, it would be difficult to see why a debtor so situated would not be bound to wait to file his petition until his creditors had realised all their securities, so that he might know exactly what was the unsecured balance due to each creditor."

REMITTED ACTIONS IN THE COUNTY COURT.

The question whether the Judge of a County Court is the proper person to certify that a case was one fit to be brought in the Superior Court, has been decided by the Court of Common Pleas.

The point was decided in the case of *Taylor v. Cass*. The section of the old Act which deals with the remitted actions is sect. 26 of 19 & 20 Vict. c. 108. That Act says that, "Where in any action of contract brought in a Superior Court the claim indorsed upon the writ does not exceed 50*l.*, or where such claim, although it originally exceeded 50*l.*, is reduced by payment into court, payment, an admitted set-off or otherwise, to a sum not exceeding 50*l.*, a judge of a Superior Court, on the application of either party after issue joined, may, in his discretion, and on such terms as he shall think fit, order that the cause be tried in any County Court which he shall name; and thereupon the plaintiff shall lodge with the registrar of such court such order and the issue. And the Judge of such court shall appoint a day for the hearing, &c. And after such hearing the registrar shall certify the result to the master's office of such Superior Court, and judgment in accordance with such certificate may be signed in such Superior Court."

Then, as to costs, sect. 5 of the Act of 1867 says that, "If in an action commenced in the Superior Courts, the plaintiff shall, recover a sum not exceeding 20*l.* in an action founded on contract, he shall not be entitled to any costs of suit, unless the Judge certify on the record that there was sufficient reason for bringing such action in such Superior Court."

It was argued upon these sections that the County Court Judge had no power to grant a certificate—first, because he had no record before him; and, secondly, because, under the Act of 1846, he is only a kind of arbitrator. The court held, however, that the issue and order of the superior Judge formed a sufficient record upon which to certify, and that the Judge of the County Court being the only Judge who could certify, he being the Judge who tries the case, was authorised to give the certificate.

SAYINGS AND DOINGS OF THE COURTS.

[CONTRIBUTED BY THE REPORTERS OF THE SEVERAL COURTS.]

HOUSE OF LORDS.

On Thursday, June 24, the law Lords present were the Lord Chancellor, Lord Chelmsford, and Lord Colonsay. The following judges attended:—Justices Blackburn, Mellor, Keating, Brett, and Baron Cleasby. The case of *The Attorney-General v. Dohin and others* was heard, raising the question whether a writ of *fi. fa.* can be lawfully executed within the precincts of Hampton Court Palace. The defendants were, in Feb. 1865, the sheriff of Middlesex and his officers, against whom an information of intrusion was filed under the following circumstances:—A writ of *fi. fa.*, issuing out of the Common Pleas at the suit of Ferdinand Hirschfeld, against the goods of Lord Henry Gordon had been lodged in the office of the sheriff of Middlesex. A warrant to levy the amount was made out, and accordingly the sheriff's officers, on 10th Feb. 1865, entered a suite of apartments in Hampton Court Palace, occupied by Lady Henry Gordon under the Queen's permission, and seized the furniture and goods. In consequence of remonstrances made by Lady Henry Gordon, and on getting an undertaking from Lord Henry that they should re-enter at any time if they had a right to do so, the officers withdrew, but a few days afterwards re-entered, and sold the goods and furniture in satisfaction of the writ. Nothing was, however, obtained, Lord Henry Gordon having become bankrupt. In the Exchequer it was held by Barons Martin and Bramwell (Chief Baron Kelly dissenting) that the privilege attaching to Royal Palaces of exemption from the execution of civil process therein does not now belong to Hampton Court, since it has not been occupied by the Royal family for more than a century, and has been appropriated to other purposes than those of a royal residence. Chief Baron Kelly, on the other hand, considered that Hampton Court retained the privilege, because there was a constructive occupation by the Queen, through her servants, and because the sovereign might at any moment resume residence. The Exchequer Chamber, being equally divided, affirmed the judgment of the Exchequer. The case before the courts below is reported in 16 L. T. Rep. N. S. 323; and 18 Id. 829; 36 L. J. 157, Ex.; and 37 Id. 150. The Attorney-General, with whom were Sir J. B. Karslake and Mr. MaMahon, now argued for the Crown that Hampton Court has the privilege claimed. It was not necessary that the sovereign should actually reside, but a constructive residence by royal servants was sufficient. There was nothing to prevent the Queen from taking up her residence at Hampton Court; for though not ready for her immediate reception, it would soon be made so. A great portion of the palace, it was true, was occupied by various families, under the Queen's permission, but their occupation could be at any moment determined. The privilege had been held to belong to Kensington and Holyrood palaces, and the reasons of those decisions applied equally to the palace of Hampton Court. Mr. Quain, Q. C., and Mr. Day, for the respondents, urged that the privilege was that of the person, not of the building, and that it belonged to a palace, as the residence of royalty. Considering the present circumstances of Hampton Court, it could no longer fairly be considered a royal residence. It was now applied to other purposes, and it might be presumed that, at least at the time of the execution of the writ, the Queen had no intention of residing there. The cases of *Kensington* and *Holyrood* were different, for each was fitted and furnished, and might have been at any moment resided in by the Sovereign. The state apartments at Hampton Court were opened to the public, and were used as a picture gallery, and in no way fit for residence. The authorities adduced to will be found in 16 L. T. Rep. N. S.

525. The House at the close of the arguments referred this question to the judges: Whether under the circumstances stated in the special case (see 16 L. T. Rep. N. S. 524), Hampton Court Palace has the privilege claimed? The judges took time to consider.

The House on the same day (Thursday, June 24) reversed the judgment of the Exchequer Chamber in *Gann v. Johnson and others*. This was an action brought by the appellant against the respondents, the officers and servants of the Company of Free Fishers and Dredgers of Whitstable, for converting an iron chain of the plaintiff's. The defendants pleaded that the plaintiff owed a toll of one shilling to the company for having anchored his vessel on certain lands covered by the sea, the soil of which belonged to the company, and that the defendants, acting under the authority of the company, seized the iron chain as a reasonable distress, on the plaintiff's refusal to pay the said toll. The plaintiff contended that the company were not entitled to the toll, nor had a right to detain, on the grounds chiefly, that the plaintiff's vessel was anchored below low-water mark, and that there the soil of the sea was vested in the Crown, and could not be granted to a subject; that the company could not rely on a grant of the manor of Whitstable, because the right, if ever vested in the lord of that manor, had been extinguished on the division of the manor into two parts, terrestrial and marine; and that under the Cinque Ports Charter of Edward IV. the plaintiff was exempt. The Court of Common Pleas held that the company had the right to the toll, and to enforce payment by distress; and in answer to the objection that there could not exist a legal right to take toll for anchoring on ground always covered by the sea, because the public have a right to navigate the seas, and incidentally the right of anchorage on land thereunder, the court said that the Crown might have granted the soil, and it might well have been that the right to take toll for anchorage was granted also, especially when the fact that the ground was an oyster-bed was considered: (31 L. J., N. S., 376, C. P.) This judgment was affirmed by the Exchequer Chamber, 9 L. T. Rep. N. S. 263. The House of Lords now reversed the judgment of the Exchequer Chamber, on the authority of *Gann v. Free Fishers of Whitstable*, 12 L. T. Rep. N. S. 150, in which the same point had been raised in an action by the company to recover the tolls (from a brother of the appellant in the former case), and the House held, that the ownership of the bed of the sea by the Crown is subservient to the paramount right of the subject to free navigation, and the right to anchor is a necessary incident to the right of navigation; that the grantee of the Crown would take the soil subject to the same public right of navigation; and that the company, though a grant of the soil and immemorial user were proved, could not sustain their claim, having failed to prove that some consideration was given for the right to levy tolls, or a corresponding advantage to the public, such as the right of haven.

On Friday, June 25, and on Monday last, the appeal of *Foreman v. The Company of Free Fishers and Dredgers of Whitstable* was argued. In this case a similar claim by the company to anchorage tolls was made, and the Court of Common Pleas (see 16 L. T. Rep. N. S. 747), held that the company having proved a maintenance of buoys, beacons and lights to mark the bounds between the oyster-beds and the anchorage ground, the advantages which the public derive therefrom, were a sufficient consideration to support the claim of the company according to the decision of the House of Lords in *Gann v. The Free Fishers, &c., of Whitstable* (*ubi sup.*). A majority of the Exchequer Chamber affirmed this judgment, the court considering that though the maintenance of the lights, &c., was probably chiefly for the protection of the oyster-beds, yet incidentally it was also for the guidance of vessels to safe anchorage, and that this was sufficient consideration to support a right immemorially enjoyed (18 L. T. Rep. N. S. 735). Mr. Prentice, Q. C., for the appellant, and Mr. Mellish, Q. C., for the respondents, now argued the case before the House of Lords, relying on authorities which will be found in the argument before the Common Pleas (16 L. T. Rep. N. S. 749). The House referred the question to the judges, and the further consideration was then adjourned *sine die*.

On Monday and Tuesday last, *Castrique v. Imrie* was argued. The facts of the case were briefly these:—Claus, a British subject, and the duly registered owner of a British ship, transferred her while on her voyage to Harrison by bill of sale. Meanwhile the master of the ship, Benson, had drawn a bill for necessities at Melbourne on Claus in England, which, the latter refusing to accept, was dishonoured. The ship having touched at Havre, the holder of the dishonoured bill endorsed it to Trotteux and Co., French subjects, resident at Havre, who thereupon commenced proceedings in the Court of the Tribunal of Commerce there against Benson and against the ship.

Benson did not dispute the claim, and in pursuance of the judgment of the above court the ship was seized and sold, the buyer being Imrie, the respondent. Castrique, having become entitled by assignment to the above bill of sale, brought an action against Imrie to recover the ship, and it was held by the Exchequer Chamber, reversing the judgment of the Common Pleas, that the plaintiff could not recover, for that the proceedings in the French court were *in rem*, and consequently the sale under its decree passed the property in the ship. The case will be found reported in 2 L. T. Rep. N. S. 180, and 4 Ib. 143.

The Queen on the Prosecution of the Mayor and Corporation of Southampton v. The Port and Harbour Commissioners of Southampton (see 30 L. J., N. S., 234 Q. B.) was argued on Wednesday and Thursday last.

JUDICIAL COMMITTEE OF THE PRIVY COUNCIL.

The Judicial Committee was occupied with the hearing of Indian appeals, during all the days of sitting from Thursday, June 24, till Tuesday last. None of these require notice.

On Wednesday the case of *Brett v. Ellaiya* was heard, which was in some respects a singular one. This was an appeal from the High Court of Madras. The original suit was brought by the respondent, a holder of four shares of a village called Neikarapatti, against the appellant, a collector of the Tillah, to recover a sum of upwards of 300 rupees, collected from him in three years (from 1853 to 1856) in excess of the permanent assessment with which his shares had been originally assessed. The above village was held under a religious tenure, called Aghaharam, *i.e.*, a maintenance allowed to the Brahmins, and Government, from motives of charity, allowed the original shareholders of the village to hold the lands on very easy terms, at an assessment much below the survey rates. This favourable assessment was called Jodigy. In 1852, however, the payments of Aghaharam having fallen much into arrear, the village was attached, and, subsequently, on nonpayment, was re-assessed at the full survey rates on the usual conditions of lands not held on tenures of a religious or charitable nature. The respondent was not proved to have been one of the defaulting shareholders, but he was required to pay the increased assessment, and it was to recover the excess so paid that the suit was brought. Mr. Forsyth, Q. C., and Mr. Herman C. Merivale, having argued *ex parte* for the appellant, the committee reserved judgment.

Giraud v. Paterson, on appeal from the Consular Court of Constantinople, was heard on the same day. The appellant brought an action, originally in the English Consular Court at Smyrna, on the ground that certain farms near Smyrna had been demised to him by the respondent, and that before forfeiture the latter re-entered, seized, and sold the stock, &c., and retained the proceeds. 9000*l.* was claimed as damages. Appellant entered under the above lease, and cultivated the lands in the manner usually adopted, and with the crops usually grown in Asia Minor. Disputes, however, soon arose principally concerning the rights of peasant labour, the peasants having refused to yield the appellant the labour that they were bound to give in lieu of rent. The peasants also refused to pay for pasture on the appellant's lands. The peasants alleged that these pasture-rents could not be leased to the appellant. It was in consequence of these disputes that the above re-entry of the respondent took place. The committee, after hearing counsel for the appellant, dismissed the appeal with costs, without calling on the other side.

At four o'clock on Wednesday the Lord Chancellor, the Archbishop of York, Sir William Erle, Sir James Colville, and Sir Joseph Napier were present, when judgment was given on the appeal of *Sheppard v. Phillimore and Bennett* (see 20 L. T. Rep. N. S. 623). We reported the argument in last week's "Sayings and Doings." It will be remembered that the only point then argued was as to the question of the effect of the Church Discipline Act on the discretion of the Court of Arches to accept or refuse letters of request. The Lord Chancellor delivered the judgment of the Judicial Committee to the following effect:—The letters of request in this case were, in themselves, valid and sufficient to bring the case within the cognisance of the Court of Arches. The Church Discipline Act, by sect. 13, gave two powers—one enabling, the other obligatory. The question was only as to the latter. The section enabled the bishop, if he should think fit, to send a case to the Arches Court; and the only question was whether that court was bound to accept letters so sent. The Dean, as it appeared from his judgment, considered that he had authority to determine whether the bishop was justified in sending the letters of request, and that he could refuse acceptance of the letters when sent. But the court was satisfied that, on the true construction of sect. 13 of the Church Discipline Act, the Dean of Arches cannot refuse to accept juris-

diction. The terms of that section enabling the bishop to send "the case" by letters of request to the Court of Appeal of the Province, "to be there heard and determined according to the law and practice of such court," showed that it was intended to create a duty in the latter court to accept the cause so sent. The cases of *Golithly v. Bishop of Chichester*, 2 Ell. & Ell. 209, and *Sherwood v. Ray*, 1 Moo. P. C. 397, cited by the judge below, did not affect the question. The above view of the construction of the statute had been sanctioned by the judgment in *Brookes v. Cresswell*, 4 Notes of Cases, 429. Letters of request should not be considered as a command compelling an onerous duty, but as an honour conferred; the bishop, by sending them, asking the aid of greater knowledge and larger judicial experience than his own. The committee, therefore, although Mr. Walter Phillimore had most ably argued to the contrary, must hold that the acceptance of the letters of request was, in this case, compulsory on the Court of Arches, and accordingly the Queen would be advised to direct the Dean to accept them. There would be no costs of the appeal. Mr. Walter Phillimore said, that on behalf of the Dean of Arches, he was instructed to say that the intimation of the opinion of their Lordships would be at once acted upon by him.

ROLLS COURT.

The Trinity after sittings in this court commenced on Tuesday, the 22nd ult.; but his Lordship, being engaged on the Judicial Committee of the Privy Council, did not sit again till last Saturday, when the new Chancery Queen's Counsel were called within the bar by his Lordship. The new common law Queen's Counsel did not come into this court, as there was no sitting on Wednesday, the 27th ult., when they were called within the bar of the other Chancery Courts.

A few cases have occurred worthy of notice during the past week. In *Re The Progress Insurance Company*, a petition was presented by a creditor for the compulsory winding-up of the company. On behalf of the company, it was stated that an agreement had been entered into for the transfer of the business to another company, that this agreement was in the course of being carried out, and that a resolution had been passed for a voluntary winding-up. The company were willing to submit to be wound-up under the supervision of the court. The petition was supported by numerous creditors of the company. His Lordship made the usual order for a compulsory winding-up.

Hall v. The Metropolitan Railway Company was a petition by the plaintiff in the suit that certain premises taken from him by the company for the purposes of their railway might be sold to pay his purchase-money, interest, and costs. The suit had been instituted by the plaintiff against the company for specific performance of an agreement entered into by the company for the purchase of the plaintiff's premises at the price of 7000*l.* The plaintiff obtained a decree for specific performance and for payment of the purchase-money within a limited period, with a declaration that he was entitled to a lien on the land for the unpaid purchase-money. As 2000*l.* still remained due at the expiration of the period limited by the decree, the present petition was presented. His Lordship made an order in the terms of the prayer of the petition, upon the usual affidavit of service.

Wallace v. Attorney-General, a suit which was instituted for the administration of the trusts of certain testamentary documents executed by Lord Henry Seymour in the French language, now came on for hearing upon further consideration. By one of these documents he gave all his personality not otherwise disposed of to "Les Hospices de Paris et de Londres." The ambiguity of this language gave rise to much litigation, the claimants under the term "hospices" being very numerous in London. His Lordship previously decided that "Londres" included the cities of London and Westminster and the borough of Southwark, and the ground contiguous thereto covered with buildings. Under this decision, and under the definition of the word "hospices" given by the Lords Justices on appeal, eighty-four charities, out of 180 claimants, were admitted to share in the testator's personality not otherwise disposed of. There was in court a fund of over 46,000*l.* to be divided among the "hospices," and this sum would be further increased on the expiration of certain life interests created by the will. There was also some leasehold property of small value, to which the few charities which were entitled to hold land waived their claim in order to simplify matters. His Lordship ordered a sum of 1100*l.* to be sent to France to make the fund in that country equal to the fund in court, and directed the residue of the fund, after payment of the costs of the suit, to be divided equally among the charities found to be entitled to it. One of the testamentary documents contained a gift of such a sum as would

produce 10,000*fr.* a year to the London Hospital for Lunatics, subject to a life interest therein created by the will. There being no hospital bearing that name, his Lordship held that St. Luke's, Old-street, and Bethlehem Hospital were entitled to this gift in equal shares; the question was covered by many previous decisions.

Wilkinson v. Lindren also came on upon further consideration. The suit had been instituted for the administration of the trusts of the will of Mrs. Mary Davison, who died in 1842. By her will, after giving certain legacies to several charitable institutions, she gave the residue of her personal estate to and among the different institutions, or to any other religious institutions or purposes as her executors in their absolute discretion might think proper. On behalf of the next of kin it was argued that this gift was void for uncertainty, this case being quite similar to *James v. Allen*, 3 Mer. 17, where a bequest in trust for such benevolent purposes as the trustees in their integrity and discretion might unanimously agree on, was held to be void for uncertainty. His Lordship was of opinion that the gift of the residue in the present instance was void for uncertainty, and that the residue was accordingly distributable among the next of kin.

Re The Contract Corporation (Limited), Robinson's Case, was an application by Joseph Robinson and Co. that they might be paid three sums, amounting to some 4600*l.*, which they had in 1866 advanced upon the security of a call then about to be made. The official liquidator submitted that he was entitled to set-off this amount against the calls due from Mr. Joseph Robinson on certain shares held by him, on the ground that the amount was in fact advanced by Mr. Joseph Robinson out of his own private moneys, and not by the firm. He was formerly deputy-chairman of the company, and it was alleged that he owed 16,000*l.* for calls, which he was unable to pay. His Lordship said that, having regard to the fact that Joseph Robinson alone (and not the firm) was a party to the mortgage of the call, and to the terms of the resolution passed by the board of directors when the three sums were advanced, and to the other circumstances of the case, he must infer that the amount so advanced belonged to Robinson himself, and not to the firm. It was, therefore, clear that the official liquidator was entitled to set-off the amount against the calls, and that Robinson's debt to the company must accordingly be reduced by the amount due on the mortgage.

Lord Brougham v. Cawin was a suit instituted by the late Lord Brougham against the defendant who had been engaged to assist him in the preparation and arrangement of an autobiography. There was a dispute about the defendant's remuneration, and the bill was filed to get back certain papers from the defendant. At the hearing in April 1868 his Lordship decided that the defendant was entitled to retain the papers until he had been paid for his services. The suit was revived by Lord Brougham's executors, and now came on upon further consideration. The chief clerk had certified that 330*l.* was the sum to which the defendant was entitled for his services. The only question for his Lordship's decision was how the costs of the suit should be borne. His Lordship reserved his judgment.

V. C. STUART'S COURT.

The following cases worthy of notice have been decided during the past week:—

Alton v. Harrison—Poyser v. Harrison, in which the question was whether certain instruments were valid or not. The Vice-Chancellor in delivering judgment said: "In this, as in all other cases of the same kind, the question is as to the bona fides of the transaction. If the deed of mortgage and bill of sale was executed by Harrison honestly for the purpose of giving a security to the five creditors, and not a contrivance resorted to for his own personal benefit, it is not void, but must have effect. This case is not within the operation of the bankruptcy laws, nor is it a good objection to the validity of the transaction that a preference and security were given to the five creditors; for it is well settled that such a preference may be given to one or more creditors after others have commenced their actions; moreover, it was clearly laid down in *Wood v. Dixie*, 7 Q. B. 892, that a sale of property on a good consideration, although made with intent to defeat an expected execution by a judgment-creditor, is not void at common law, or by the statute of Queen Elizabeth. The result of the authorities show the question to be whether the transaction is bona fide or a contrivance for the benefit of the debtor. There is in the present case only one circumstance which occurs to raise a doubt. One of the marks of fraud in such cases is the continuance in the possession of the property by the debtor who has conveyed it. There is in this case an express trust that Harrison should continue in possession of all the property, and on the first impression this appears stronger from the defeasible nature of the trust which is so framed that he is to have the posses-

sion and enjoyment, so as not to let in any execution or sequestration, and in case any such should be enforced the trust for his possession is to cease. It would seem from this as if the first and immediate purpose of the trust was to secure possession to the debtor. But on consideration this objection cannot prevail. It is no objection to the deed that it is a mortgage, and is redeemable for the benefit of the creditors; and it is consistent with such a security in the ordinary form that the mortgagee should continue in possession till default in payment. On behalf of the creditors under this security, it has been properly argued that the frame of this trust as to possession is more favourable to them than the ordinary clause. It gives only a defeasible enjoyment to the debtor, and it is defeasible for a purpose more effectively securing their preference. This objection being removed, all the other objections argued on behalf of the plaintiff must fail on grounds well established by the authorities. There being, in my opinion, no sufficient ground for holding that the mortgage and bill of sale were executed for any other purpose than bona fide for securing the debts of the five creditors, the certificate must be varied by finding that the trustees under the deed have an interest in the said estate, against which the sequestrators cannot hold it."

Mortlock v. Mortlock was a motion on behalf of the defendant in the suit for leave to take the bill off the file under these circumstances. The bill was filed on the 10th June 1869 by John Frederick Mortlock, of Chesterton, Cambridgeshire, against Edmund John Mortlock, praying for the appointment of new trustees to complete the execution of the trusts of the will of John Mortlock, formerly a banker of Cambridge; that all the testator's estate might be deemed vested in such trustee; for certain accounts, and that the defendant might pay the costs. The defendant having demurred successfully five times to this bill, had obtained special leave to serve the present motion, which was in these terms:—"That the order, dated the 10th June 1869, made by the Master of the Rolls on the application of the plaintiff, whereby it was ordered that the plaintiff should be at liberty to prosecute this suit in *forma pauperis* in person, might be discharged; and that the bill filed in this cause might be taken off the file of the court, such bill being the fifth bill filed by the plaintiff for substantially the same object, and he having also brought ejection to recover the estates sought to be recovered by him by his present and former bills, and the bill in this cause being wholly unjustifiable, improper, and vexatious, and the plaintiff having designedly and improperly omitted to mention or notice therein, as he had in his fourth filed bill, the fact of his bankruptcy, and having wholly suppressed in the bill in this cause the statement of many material deeds, although upon the hearing of his first bill, he was told by the Master of the Rolls to the effect that he could have no case unless such deeds were set aside, and the omission of all reference to such deeds being an abuse of the indulgence of which he was availing himself of suing in *forma pauperis*; and that the plaintiff might be ordered to pay the defendant's costs of this application, and of this suit, or that such other order might be made as to the court might seem meet." In opposition to the motion it was contended by the plaintiff, in person, that his bill was neither vexatious, unjustifiable, nor improper. It was, in effect, for the appointment of a new trustee. The defendant had made no affidavit himself, but the affidavit made in reference to the former bills was by his solicitor, who had no interest in the matter, and he had not stated all the facts, the former bills having been dismissed upon demurrers, and not upon a hearing, this motion was irregular. He (the plaintiff) claimed to be entitled as heir-at-law to all the real property of his father which did not pass under his will, and all that he wanted was the appointment of a new trustee to complete the execution of the trusts. The object of the bill was very different from the preceding ones. At the conclusion of the plaintiff's argument the Vice-Chancellor told him that his conduct was absurd—worse than absurd—it was vexatious. His bill must be ordered to be taken off the file, and he must pay all the costs.

Cope's Trust was a petition presented under the Trustee Relief Act, under which the British Empire Mutual Association had paid 500*l.*, the amount of a policy effected with them by a Mr. Cope, into court. The policy which was on the joint lives of Mr. and Mrs. Cope, for the benefit of the survivor, had been deposited by Mr. Cope with Messrs. Attwood and Spooner, bankers at Birmingham, to secure advances. Their business being taken by the Birmingham Bank, the policy was assigned by both Mr. and Mrs. Cope to them. Mrs. Cope survived her husband, and the amount secured by the policy being claimed by both Mrs. Cope and the bank, the insurance company paid the amount into court. On behalf of the Birmingham Bank, it was contended that the contract was entirely one with Mr. Cope; that the assignment passed both his and his wife's interest in the

policy; that this was not a reversionary chose in action of the wife's; and that the transaction amounted to a binding direction to pay the money due on the policy to the bank instead of to the survivor of the husband or wife. The Vice-Chancellor, however, was of opinion that the bank only acquired such interest as the husband had, and that Mrs. Cope was entitled to the amount secured by the policy.

V.C. MALINS' COURT.

Since the last notice, one or two cases of popular interest have occurred, deserving of a passing record.

Re Watnough's Trusts was a petition which was heard at the close of last week, involving a question as to the validity of a gift under the will of a Wesleyan minister, the Rev. A. Watnough, "towards the erection of a new Wesleyan chapel in the town of St. Helen's, Lancashire, when such erection shall take place." After the testator's death, but before the gift became payable, a new Wesleyan chapel was commenced, on land purchased for the purpose, and the trustees of the chapel asked that the fund, which had been paid into court, might be applied towards the completion of the edifice. The Vice-Chancellor, adhering to the rule, which had been established by a long line of authorities, that a gift towards the erection of a chapel necessitated the purchase of land on which to erect the chapel, held that the gift was void under the Statute of Mortmain.

Llewellyn v. Rose was a case in which Mary Billings, a native of Liverpool, by her will gave various legacies, and *inter alios*, 200*l.* to the Liverpool Infirmary, and all the rest and residue to three charities there, namely, the Bluecoat School Hospital, the Orphan Asylum for Girls, and the Orphan Asylum for Boys. The question then arose as to the payment of the general and charitable legacies, with respect to the fund out of which they were payable; whether out of the mixed or impure personality, or out of the pure personality, having regard to the fact that the testatrix directed that the charitable gifts should come out of that fund by law applicable to bequests of that nature, which of course raised the whole question. A great deal of argument ensued upon the point, and several cases were cited, particularly *Robinson v. Geldard* (3 Mac. & G. 735), and it was strongly insisted on behalf of the charities that the mixed fund must be considered applicable for payment of the general bequests, and the pure personality last resorted to; whereas the next of kin raised a contrary contention. A question also arose as to how the costs were to be paid. The Vice-Chancellor at first thought that the charity legacies were demonstrative, and that so far as the residuary gift was concerned, it mattered nothing whether it was a gift to a charity or to an individual, but eventually he decided that the contention of the next of kin must prevail, and the words interpolated by the testatrix be considered inoperative.

The next case was that of *Briant v. Tebbutt*, which raised a point of equity subject to a question of fact, namely, whether the plaintiff was so injuriously affected by the percolation or soaking of water from the defendant's dock as to entitle him to a remedy in this court. The plaintiff was an extensive rope manufacturer at Limehouse, and the defendants had a large dock adjacent which abutted wedge-wise on the plaintiff's premises, a part of which consisted of a large bobbin warehouse, admitted to be in a somewhat dilapidated condition. However, the basement of it was used to store or temporarily keep hemp in. The defendants in 1865 built an additional or new dock and a part of it, where it joined the plaintiff's premises, was secured by a wall, the rest by plankings. Immediately previous to its completion, water was let in for a trial, and found its way into the basement of plaintiff's premises. The parties, however, were then amicable, but subsequently the plaintiff alleged that the lower part of his buildings, especially the bobbin warehouse, was prejudicially affected by damp, and applied for an injunction, and the case now came on at the hearing. A great deal of engineering evidence had been gone into, and Mr. Beardmore made a report for the assistance of the court, whereby he found that no water escaped from the new dock into the plaintiff's premises, and Mr. Bazalgette and others considered that it could not if it was properly done. But, as usual in such cases, there was a great conflict of evidence, and that adduced on behalf of the plaintiff was positive as to the fact of water coming in, and of his being unable to use the basement for keeping hemp. Under these circumstances the Vice-Chancellor went down with the concurrence of both parties, and personally inspected the premises, and after argument, was of opinion that although it was certain the plaintiff had sustained injury, it might be compensated for by a moderate sum of money, and the remedy was at law and not in this court. Moreover, he had acquiesced in the formation of the new dock, and had a reference to chambers been

ordered under Lord Cairns' Act, the Vice-Chancellor considered that the injury was not such as to justify it, but he would give no costs. It was then proposed that the plaintiff should, at his own expense, be at liberty to go upon the defendants' premises to make a dry area, but this was refused by the defendants.

The next case was *Pugh v. Arton*, and involved an important question as to tenants' fixtures. The plaintiff was the landlord of the Golden Cross, Worcester, used as a bookseller's shop, and let by him to John Vaughan in Feb. 1865, upon a term not yet expired. In the lease there was a proviso that if the tenant did certain acts, and *inter alia*, made an assignment for the benefit of his creditors, there should be a right of re-entry. In March 1868 Vaughan executed such an assignment, and the plaintiff formally entered and gave notice that he should treat the lease as forfeited. It appeared that Vaughan had purchased certain trade fixtures on the premises, and they were in turn then taken from him by the defendant, who stood in his shoes as to them, and was proposing to remove and sell them (which was eventually done), when the bill was filed to restrain that sale, and the cause was now heard. It was discussed at length, and a great many cases cited, especially *Lyde v. Russell*, 1 B. & A. 394, where the rule is laid down by Lord Tenterden and the other judges. The Vice-Chancellor was clearly of opinion that the law was now in the same state, and held that the lease was forfeited, and that the fixtures not having been removed during the time when the lease was in existence, there was no right to remove them afterwards; that the rule laid down by the older authorities was still law, the right to remove only existing during the term. As, however, the suit was an unconscionable and ungracious one, no costs would be given.

Another case was *Ramshire v. Bolton*, which came on upon a demurrer to a bill filed to recover 237*l.*, advanced by the plaintiff to the defendant on the representation that a bill of exchange was a good security, and that the drawer and acceptor were solvent, knowing, as he did, that such representations were untrue, the whole transaction being part of a scheme to induce the plaintiff to give the defendant the money. The bill was dishonoured, and the present suit was for a declaration that the plaintiff was induced to advance the money on a false pretence, and for payment. After considerable argument, the Vice-Chancellor was of opinion that although no doubt there was a legal remedy, there was also concurrent jurisdiction in this court, and overruled the demurrer.

COURT OF QUEEN'S BENCH.

The sittings out of term were resumed on the 23th ult., before Justices Lush and Hayes, and the following cases of interest were argued and decided on that and the two following days:

Johnson v. Skafte was an appeal from the ruling of the County Court judge of Liverpool. An action had been brought against the defendant in the County Court "to recover compensation for the injury and loss sustained by the plaintiff in consequence of the defendant's wrongfully allowing certain rent payable by him, as the tenant of a warehouse, No. 4, Argyle-street, Liverpool, to be in arrear and unpaid, whereby the goods of the plaintiff (who occupied one of the rooms of the warehouse as tenant to the defendant) were lawfully distrained by the defendant's landlord for such arrears of rent, and the plaintiff was compelled to pay to such landlord certain moneys in order to obtain the release of his goods, and was put to great inconvenience, and was injured in his credit." The defendant pleaded his order of discharge in bankruptcy, he having become bankrupt after the distress and payment by the plaintiff of the money above mentioned. The legal point involved was, whether the claim for which the action had been brought was one provable in bankruptcy under the 153rd section of the Bankruptcy Act 1861; if it were, the order of discharge would be a sufficient answer to the action, but not otherwise. The learned judge ruled that the claim for which the action had been brought was not one provable under the above-mentioned section, and therefore that the order of discharge was not a bar to the action. The question was now argued on appeal by Mr. Wheeler on behalf of the plaintiff, and by Mr. R. G. Williams on the part of the defendant. The 153rd section of the Bankruptcy Act 1861, provides that "If a bankrupt shall, at the time of adjudication, be liable by reason of any contract or promise, to a demand in the nature of damages, which has not been, and cannot be, otherwise liquidated or ascertained, it shall be lawful for the court, acting in prosecution of such bankruptcy, to direct such damages to be assessed by a jury, either before itself or in a court of law, and to give all necessary directions for such purpose; and the amount of damage, when assessed, shall be provable as if a debt due at the time of the bankruptcy: Provided that, in

case all necessary parties agree, the court shall have power to assess such damages without the intervention of a jury, or a reference to a court of law." Was the present case where the bankrupt was liable "by reason of any contract or promise, to a demand in the nature of damages, &c.?" After a very able argument on both sides, the court were of opinion that the damages recovered in the present action were not provable under the above section; that the section was intended to apply only to cases of express contracts, and chiefly those of a mercantile character.

Cummings v. Heard, argued on the same day by Mr. Anstey on behalf of the plaintiff, and Mr. Jelf on behalf of the defendant, was a demurrer to a plea. The declaration was on the ordinary money counts. The defendant, amongst other things, pleaded to the claim in the declaration beyond the sum of 145*l.* 3*s.* 1*d.*, that after the accruing of the causes of action, a dispute arose between the plaintiff and defendant as to the amount due by the latter to the former, and the question in dispute was by consent of the parties referred to the award of an arbitrator, who had made his award for 145*l.* 3*s.* 1*d.* The main objection urged against the validity of the plea, which it was admitted was a novel one, was that it was an attempt to set up as a defence by way of estoppel that which would be otherwise a plea of accord without satisfaction. On behalf of the defendant it was contended that the plea was a good one when pleaded, as it was, not to the amount awarded by the arbitrator, but to the sum claimed in the declaration over and above the amount so awarded; the defendant being entitled to say to the plaintiff, "You are not at liberty, by virtue of your agreement to refer, to allege that the sum owing to you is greater than that awarded by the arbitrator; you are estopped from saying so." The court (consisting of the same judges) reserved their judgment on the point till next morning, when they pronounced in favour of the validity of the plea, on the ground that it was in effect a plea of *res judicata*.

In *Kilshaw v. Jump* a variety of points arose as to the mode of giving assents in writing to a deed of composition made by a debtor. One was whether the assent of a banking company could be given by a manager, without the use of the company's common seal. It was contended by Mr. Quain, Q. C. (with whom was Mr. Wheeler), that the assent of the bank could only be given by its common seal, as the giving of such assent could not be considered an ordinary trading act. The court (Justices Lush and Hayes), without calling on Mr. Holker, Q. C., who represented the other side, considered that this objection was got rid of by sect. 37 of the Companies Act of 1867 (30 & 31 Vict. c. 131), which provides that "any contract which, if made between private persons would be by law required to be in writing, and if made according to English law to be under seal, may be made on behalf of the company in writing under the common seal of the company, and such contract may be in the same manner varied or discharged. (2) Any contract which, if it were between private persons, would be by law required to be in writing, and signed by the parties to be charged therewith, may be made on behalf of the company in writing, signed by any person acting under the express or implied authority of the company, and such contract may in the same manner be varied or discharged." Another of the objections to the validity of the deed was, that the assent of one of the creditors was not given in writing, though his agent had assented in writing. The court overruled this objection also, being of opinion that it was not necessary that the agent should be appointed by writing. A further objection was that the debtor had not himself drawn up an account of his debts and liabilities; but an account having been drawn up by an accountant employed for the purpose by the trustees, the court were of opinion that this was sufficient, and held the deed of composition valid.

Does the word "cattle" include horses? In several Acts of Parliament it does; in others it does not. Whether it does in the Act of 28 & 29 Vict. c. 60 (An Act to render the owner of dogs in England and Wales liable for injuries to cattle and sheep), was argued in the case of *Wright v. Pearson*, which was an appeal from the decision of a County Court judge. The Act provides that "the owner of every dog shall be liable in damages for injury done to any cattle or sheep by his dog; and it shall not be necessary for the party seeking such damages to show a previous mischievous propensity in such dog, or the owner's knowledge of such previous propensity, or that the injury was attributable to neglect on the part of such owner. Such damages shall be recoverable in any court of competent jurisdiction by the owner of such cattle or sheep killed or injured. Where the amount of the damages claimed shall not exceed five pounds, the same shall be recoverable in a summary way before any justice or justices sitting in petty sessions, under the provisions of the Act 11 & 12 Vict. c. 43." In the present case the de-

fendant's dog bit a mare belonging to the plaintiff as he was driving her in a gig. The County Court judge held that the mare was not "cattle" within the meaning of the Act, and that in order to make the defendant liable it was necessary to show a knowledge on the part of the defendant of the mischievous propensity of his dog. Mr. Kemplay argued in support of the appeal from this decision; Mr. A. Wills in support of the decision. The court held that horses are "cattle" within the meaning of the enactment; and that, therefore, the County Court judge was wrong in thinking that proof of *scienter* was necessary in order to fix the owner of the dog with liability for the injury done to the plaintiff's mare.

COURT OF EXCHEQUER.

On Wednesday, the 23rd June, the case of *Thomas v. Hayward* was argued in the Exchequer, and raised a point of some interest with relation to the question, what covenants will run with the land? The action was by the assignee of the lease of a public-house against the lessor for breach of a covenant contained in the indenture of demise. The demise contained a covenant by the lessee for himself and assigns to continue to use the premises as a public-house, and for no other business whatever. The lessor covenanted for himself and his assigns not to build, erect, or keep, or be interested in building, erecting, or keeping, a house for the sale of beer or spirits within half a mile of the demised premises, and it was for breach of this latter covenant that the action was brought. It was contended for the defendant that this covenant would not run with the land, being merely a personal and collateral covenant. The court were of opinion that this contention was correct, inasmuch as the covenant, though it incidentally affected the beneficial occupation of the premises did not touch or concern them directly so as to run with the land. They therefore gave judgment for the defendant.

In the case of *Cranwell v. The Corporation of London*, various points arose of some interest in reference to compensation to a yearly tenant under the Lands Clauses Consolidation Act and the Holborn Valley Act 1864. The question was whether the taking of the plaintiff's premises under the powers of these Acts was justifiable, and that appeared to depend on the validity of an order made by an alderman adjudging that the plaintiff was not entitled to compensation for the taking of his premises. It was stated that the alderman had made the order upon the authority of a case of *Reg. v. The London and Southampton Railway Company*, 10 A. & E. 3. The court (Barons Bramwell, Channell, and Cleasby) seemed very much inclined to think that that case was not good law at the present day, but doubted whether they were not bound by it, being the decision of a court of co-ordinate jurisdiction. On consideration they came to the conclusion that it was not really in point. The question there was whether the Court of Queen's Bench should, in the exercise of its powers, grant a *mandamus* to the company to issue a warrant for a compensation jury. The court, coming to the conclusion that in that case the tenant was not entitled to compensation, refused to do so. Here the question was not directly whether the plaintiff was entitled to compensation, but whether the order of the alderman was good. The court were clearly of opinion that it was not good, inasmuch as it was clear, from the authorities, that the tribunal provided by the statute for the assessment of compensation, whether a jury or a magistrate, had no the quantum of compensation. It was clear that jurisdiction to determine questions of title, but only the only construction that could be put upon the order was, that the alderman had decided the title and had thereby exceeded his jurisdiction. That being so, the order was null and the proceedings based upon it void; the plaintiff was therefore entitled to recover in trespass. It appeared in the course of the argument that the order did not show on the face of it that the plaintiff's was a yearly tenancy, and it was contended that this made the order bad, inasmuch as it was only in cases of such tenancies that the jurisdiction to assess compensation was given to an alderman. The court thought the order was bad on that ground also, it being a long-established and fundamental principle with respect to special and limited jurisdictions, that the facts necessary to give jurisdiction must appear on the conviction or order. The judgment of the court was therefore for the plaintiff.

In *Toplis v. The Real and Personal Advance Company*, which was likewise argued on Wednesday the 23rd, a question arose as to the effect of a judgment which had been signed in an action on a bill of exchange under the Act for summary procedure on bills of exchange. It appeared that the judgment had been signed prematurely on the ninth day after the service, the Act providing that twelve days must elapse before signing judgment. The action was brought for trespass in levying an execution upon the judgment. The court were of

opinion that the judgment could not be a nullity, and not having been set aside operated as a justification.

LEGISLATION AND JURISPRUDENCE.

HOUSE OF LORDS.

JUSTICES OF THE PEACE QUALIFICATION BILL.

The EARL OF ALBEMARLE rising to move the second reading of this Bill, remarked that the object of the Act of the 18 Geo. 2, c. 20, was to place the criminal jurisdiction of the rural districts of England and Wales exclusively in the hands of landed proprietors, and that in proposing its repeal he wished to divest the magisterial office of this exclusive and invidious character, and to give the Lord Chancellor and lords-lieutenant of counties power to appoint any persons qualified by education, character, and social position for exercising the duties of that office with advantage to the public. Several of these property qualifications existed up to the reign of William IV., all being traceable to feudal times, when agriculture was the principal occupation of the people, and when the owners of land were the governing class. No person, for instance, was allowed, unless he were a landed proprietor, to keep game, or to sit in Parliament; but those Acts, so contrary to the spirit of modern legislation, had one by one been abrogated. Those who had not given attention to the subject might suppose, indeed, that this particular qualification originated in the reign of George II., and was therefore comparatively modern; but it was really more than 400 years old, for it was an Act of Henry IV. which prescribed that a justice of the peace must possess lands or tenements of the value of 20*l.* a year, and the latter Act simply raised the qualification to 100*l.*, such being the supposed difference in the value of money between the two periods. Now, he submitted that an Act passed at the time of the Wars of the Roses was not likely to be suited to the seventeenth year of the nineteenth century. The preamble of the Act of George II. recited that by many recent Acts of Parliament the power and authority of justices of the peace had greatly increased, and this was one of his reasons for introducing this Bill, since not only had that power and authority increased, but the number of country gentlemen to undertake the duties had become quite insufficient. This was proved by the wholesale introduction of country clergymen into the commission. Why, then, should not the office be thrown open, and the authorities be allowed to appoint persons whom the enormous increase of wealth and the spread of education had called into existence since the passing of the Act? Their Lordships' eldest sons were specially exempted from its operation, so that by necessary implication their younger sons, unless possessed of real property, were declared to be of too mean estate to sit on the bench at petty sessions. Oke's Magisterial Synopsis, the *vade mecum* of county magistrates, contained 1200 pages. Now, was it not absurd to expect such an amount of professional knowledge from unprofessional men, and to deprive them of the co-operation of those who had made the law their profession? The only qualification for the office of Lord Chief Justice of England was fitness, and that surely ought to be the sufficient and sole qualification of these inferior criminal judges. By enabling lawyers to be qualified for the office of justice of the peace, we should only be reverting to the ancient law of the land; and even in the comparatively modern Act of Henry VI., passed about 400 years ago, there was a special clause empowering the Lord Chancellor to appoint any persons learned in the law, although they might not have the necessary property qualification. He would ask were we to be more exclusive than the Edwards? To pass from the learned to the unlearned professions, to one of which he belonged, he would ask why officers of the army and navy were to be excluded from acting as justices of the peace unless they had property qualification. They were accustomed to act judicially from their boyhood; and, personally he was liable to be ordered on a court-martial before he had attained the age of sixteen. His attention was first called to the subject by the inconvenience which he personally experienced when, as an acting magistrate for one of the petty sessional divisions of the county of Norfolk, he often found himself the only magistrate who answered a summons to attend a petty sessions. In that district there were two gentlemen, one a lieutenant-general and the other a commander in the navy, and although both were in the commission of the peace they were disqualified from rendering any assistance by the Act which he sought to repeal. Two distinguished ornaments of this House, both of whom had been Secretaries of State, had advocated the admission into that House of mercantile representatives, and, follow-

ing them at a humble distance, he would say place mercantile representatives on the magisterial bench in petty sessions. To show how this class viewed their exclusion from a participation in labours that ought to be common to all, he read a letter which said that in the district in which the writer lived this Bill was hailed with great satisfaction, because it had long been felt a great hardship that merchants and others, who invested a large amount of capital in giving employment to thousands, could not take part in the administration of justice, while a clergyman of a small parish, the tithes of which were worth 100*l.* a year could do so. The Act of Geo. 2 produced great dissatisfaction in the districts where game abounds, and especially where it is in very few hands. Game was the exclusive property of landed proprietors; and the Act, in effect, declared that they were to be the sole judges in the rural districts of offences against the game laws. The feeling was general that the landlord was more or less an interested person; and the feeling was very strong in Scotland, as was shown by the fact that two Bills before another House, although materially different from each other, were at one in regard to taking the administration of the game laws out of the hands of the county justices. He did not go so far; but he asked that other classes besides landowners should be allowed to take part in the administration of them. The rivers of Wales belonged to landed proprietors, who were justices of the peace, and justices of the peace were *ex officio* members of the boards of conservators; so that as conservators these gentlemen originated prosecutions, and as justices of the peace they adjudicated upon them. A case had come before the Court of Queen's Bench in which a millowner was convicted by the magistrates for an offence against the Salmon Fisheries Act, and he obtained a writ of *certiorari* on the ground that the convicting magistrates were interested persons. The case was argued before the Lord Chief Justice, and Justices Blackburn and Mellor. They were unanimously of opinion that the magistrates were interested, and that substantially they were the prosecutors, and the conviction was quashed. This would probably not have happened if the millowners had been represented on the Bench. To show the state of feeling produced by this state of things he cited *Land and Water* as an authority for the statement that the fishermen of a certain district, considering themselves persecuted by a justice of the peace, revenged themselves when he was ill by holding a meeting to pray that he might die. (Laughter.) Upon the grounds he had stated he moved the second reading of the Bill.—The Duke of RICHMOND protested against the Bill and against the reasons adduced for bringing it forward. He had listened in vain for some substantial reason and argument for altering the law, which had existed for several hundred years. He protested against the position in which the proposed change would place any noble and learned lord who sat upon the woolsack. If this Act were repealed it would be a puzzle to him to know whom he should recommend to Her Majesty for the honour of being placed in the commission of the peace. The noble lord had, as he had understood, produced a copy of Oke's Synopsis, containing something like 1200 pages, and had asked their Lordships if they had read the work. Did the noble lord think that lords-lieutenants should pass an examination like candidates for the army and navy or for the Civil Service, and that the routine of examination should comprise questions on this book? (A laugh.) With regard to what the noble lord had said about officers of the army and navy, those officers were for the most part engaged in serving their country elsewhere; but the noble lord's argument would not apply, because in the different benches of magistrates in this country many retired officers of both services were to be found. (Hear, hear.) Again, the noble lord had said that magistrates ought not, in counties where there was game, to deal with game cases, because they were interested parties.—The Earl of ALBEMARLE had carefully avoided insinuating that justice in such cases was not administered. He had simply stated that such was the impression which prevailed in many quarters.—The Duke of RICHMOND said that, unless it was urged that in these cases justice was not administered, the argument fell to the ground. He believed there was no difficulty where magistrates were required in getting fit and proper persons to perform the duties (hear, hear); and, under those circumstances, he would ask their Lordships to read the Bill a second time that day three months. (Hear, hear.)—Lord PORTMAN observed that his noble friend, in advocating the abolition of the existing qualification for magistrates, appeared to forget that that qualification was necessary, because it was by the magistrates that the county finances were administered. (Hear, hear.) None of the arguments employed in favour of the establishment of county financial boards went the length of saying that a single shilling was wasted or misspent under the

existing system. While these finances were administered by the magistrates, moreover, no one could say that they were not administered by the ratepayers of the county, because the magistrates under their qualification were ratepayers. (Hear, hear.) He contended that his noble friend's Bill was inopportune, because it was introduced at the very time when a Bill relating to the administration of county finances was engaging the attention of the House of Commons. In Scotland there was no qualification required, so that his noble friend's arguments with reference to the Game Laws had certainly no application there. His noble friend had discovered that this qualification had existed since the time of the Roses, and he certainly believed that, if it really was a hardship, his noble friend would not have been the first person to propose its repeal. (Hear, hear.) He trusted that his noble friend would withdraw his Bill, and not put the House to the trouble of a division. (Hear, hear.)—The Earl of ALBEMARLE was far from being convinced by the arguments to which he had listened. He did not, however, desire to give their Lordships unnecessary trouble, and would, therefore, for the present withdraw the Bill, though he hoped at some future time again to introduce it, and to fortify its claim to their Lordships' attention by stronger arguments.—The Bill was then withdrawn.

HOUSE OF COMMONS.

FRIENDLY SOCIETIES.

Mr. W. LOWTHER asked how many so-called friendly societies existed in England; whether they are not bound to send to the barrister-at-law appointed to certify the rules of savings banks every year a statement of the funds of the society, and how many such returns were received in 1867 and 1868.—Mr. BRUCE stated that the number of enrolled and certified societies was 24,308. By the Act 18 & 19 Vict. c. 63, certified and enrolled societies were bound to send to the registrar every year a statement of the funds of the society, and in 1867 forms were sent out to all the societies actually established, numbering 23,807; but the returns received were only 10,678. In 1868 forms were sent out to 23,174 societies, and the returns received were 11,408. Hon. members would, therefore, see that more than half the societies did not comply with the Act.

THE ELECTION INQUIRY COMMISSIONS.

Sir J. ELPHINSTONE asked the Attorney-General whether the dates had been fixed on which the commissioners appointed to inquire into corrupt practices at Beverley, Bridgewater, and Norwich were to commence their sittings; and what steps had been taken, or would be taken, by Her Majesty's Government to enable the commissioners to report before the close of the present session.—The ATTORNEY-GENERAL said the commissioners had not yet issued, but he believed they would issue shortly, and he understood that before the commissioners could actually commence the inquiry a preliminary investigation had to be made by the secretary in order to ascertain what evidence would be forthcoming. Under these circumstances it was not probable the commissioners could report before the Long Vacation, or that legislation could follow the report of this session. The hon. baronet was doubtless aware that the Government had no control over the commissioners; it was for the petitioners and others interested to act in the matter, but he was quite sure there would be no improper or unreasonable delay.

BETTING-HOUSES.

In reply to Mr. EYKYN, Mr. BRUCE said that the prosecutions against the persons to whom the hon. gentleman's question referred were instituted on the authority of the Chief Commissioner of Police, and with his own full consent and approval. These prosecutions were based generally upon the Act for the Suppression of Betting-Houses. He was not aware that it was necessary to lay information under any particular section. As no decision had yet been arrived at, it would be impossible for him to say how far other establishments might be affected, especially as he did not know the special circumstances under which betting was carried on in them, or whether they would come under the Betting-House Act.

DEBTS OF DECEASED PERSONS.—A Bill to abolish the distinction as to priority of payment which now exists between the specialty and simple contract debts of deceased persons has been published. It was prepared and brought in by Mr. Hinde Palmer, Mr. Locke King, and Mr. Headlam.

MARAVILLA COCOA FOR BREAKFAST.—The cocoa (or cacao) of Maravilla is the true Theobroma of Linnaeus.—The Globe says: "Taylor Brothers' Maravilla Cocoa has achieved a thorough success, and supercedes every other cocoa in the market. For homeopaths and invalids we could not recommend a more agreeable or valuable beverage." Sold in packets only, by all grocers.

ESTATE AND INVESTMENT JOURNAL.

STOCK AND SHARE MARKETS.

Thursday.

There is a good demand for discount at the Bank of England, but the half-year being now turned there is again distinct ease in the general market, and the return to $\frac{1}{4}$ as the maximum for short first-class bills is already an indication of the course the market will probably take during the next month, and which it is generally believed will lead to a reduction to 5 per cent. in the Bank rate upon the Stock Exchange.

The following are the fluctuations of the week:

ENGLISH FUNDS.	Fri.	Sat.	Mon.	Tues.	Wed.	Thur.
Bank of England Stock	243	241	242	242	242	242
3 Cent. Red. Ann. ...	92 $\frac{1}{2}$	92 $\frac{1}{2}$	92 $\frac{1}{2}$	92 $\frac{1}{2}$	92 $\frac{1}{2}$	92 $\frac{1}{2}$
3 Cent. Cons. Ann. ...	92 $\frac{1}{2}$	92 $\frac{1}{2}$	92 $\frac{1}{2}$	92 $\frac{1}{2}$	92 $\frac{1}{2}$	92 $\frac{1}{2}$
New 2 $\frac{1}{2}$ Cent. Ann. ...	92 $\frac{1}{2}$	92 $\frac{1}{2}$	92 $\frac{1}{2}$	92 $\frac{1}{2}$	92 $\frac{1}{2}$	92 $\frac{1}{2}$
Do. do. Jan. 1894.	...	...	...	...	...	...
New 3 $\frac{1}{2}$ Cent. Ann. ...	92 $\frac{1}{2}$	92 $\frac{1}{2}$	92 $\frac{1}{2}$	92 $\frac{1}{2}$	92 $\frac{1}{2}$	92 $\frac{1}{2}$
5 Cent. Ann. ...	...	...	...	...	...	...
5 Cent. Cons. Jan. 1873	...	...	...	...	...	...
Ann. 30 years exp.	...	...	...	...	...	...
April 5, 1889	...	...	...	...	...	...
Do. exp. Jan. 5, 1889	...	...	...	...	...	...
Do. exp. July 1889	...	...	...	...	...	...
Red Sea Tele. Ann. 1908	19 $\frac{1}{2}$	...	...	19 $\frac{1}{2}$	...	...
Consols. for Acc. ...	93	92 $\frac{1}{2}$	92 $\frac{1}{2}$	92 $\frac{1}{2}$	92 $\frac{1}{2}$	92 $\frac{1}{2}$
India 5 Cent. for Acc. ...	...	...	...	...	...	...
Do. 5 Cent. July 1880	...	...	...	...	...	...
India Stock, July 1880	111 $\frac{1}{2}$	111 $\frac{1}{2}$	112	111 $\frac{1}{2}$	112	112
India Stock, 1874	...	...	...	...	...	...
India 5 Cent.	...	...	...	...	...	...
India 4 Cent. 1888	100 $\frac{1}{2}$	100 $\frac{1}{2}$	100 $\frac{1}{2}$	100 $\frac{1}{2}$	100 $\frac{1}{2}$	101
India 5 Cent. 1870	...	...	...	...	...	...
India Bonds (1000l.)	...	10s. 6	...	10s. 6	10s. 6	...
Do. (under 1000l.)	...	...	...	...	...	...
Ex. Bills, 1000l.	a	c	c	c	...	...
Do. 500l.	b	d	f	g	h	...
Do. 100l. and 200l.	...	...	...	...	...	...
3 Cent. c.	b	d	f	g	h	...

a June 3 per cent., 3s. pm. b March 2 $\frac{1}{2}$ per cent., 2s. dis.; c June 3 per cent., 3s. pm. d June 3 per cent., 3s. pm. e Premium. f March 2 $\frac{1}{2}$ per cent., 2s. dis.; g June 3 per cent., 3s. pm. h June 3 per cent., 3s. pm.

REPORTS OF SALES.

[NOTE.—The reports of the Estate Exchange are officially supplied in the following list. Auctioneers whose names are registered there will oblige by reports of their own sales.]

Thursday, June 24.

By MESSRS. EDWIN FOX AND BOUSFIELD, at the Mart.
Second portion of the Tyssen Amhurst estate, within the parish of Hackney, comprising ground-rents secured on properties, as follows, viz.:
Clarence-road—Lot 40, No. 1, Downes-terrace—sold for 340l.; lot 41, Nos. 5 to 8, ditto—sold for 1540l.; lot 42, Nos. 5 and 6, ditto—sold for 670l.; lot 43, Nos. 8A and 9, ditto—sold for 530l.; lot 44, Nos. 10 to 31, ditto—sold for 3800l.; lot 45, corner of Clarence-road—sold for 1380l.; lot 46, ditto—sold for 1400l.; lot 47, Lower Clapton-place—sold for 2880l.
Clapton-square—Lot 48, No. 1—sold for 1150l.; lot 49, No. 2—sold for 890l.; lot 50, No. 3—sold for 850l.; lot 51, No. 4—sold for 800l.; lot 52, No. 5—sold for 400l.; lot 53, No. 6—sold for 800l.; lot 54, No. 7—sold for 740l.; lot 55, No. 8—sold for 750l.; lot 56, No. 9—sold for 720l.; lot 57, No. 10—sold for 650l.; lot 58, No. 11—sold for 680l.; lot 59, No. 12—sold for 680l.; lot 60, No. 13—sold for 1010l.; lot 61, No. 14—sold for 790l.; lot 62, No. 15—sold for 790l.; lot 63, No. 16—sold for 790l.; lot 64, No. 17—sold for 800l.; lot 65, No. 18—sold for 800l.; lot 66, No. 19—sold for 820l.; lot 67, No. 24—sold for 600l.; lot 68, detached residence and gardens—sold for 1400l.; lot 69, the entire east side of Clapton-square—sold for 5200l.

By MESSRS. NORTON, TRIST, WATNEY, and Co., at the Mart.
Freehold property known as Thames Ditton House, situate adjoining Boyle Farm, Surrey, comprising a mansion with stabling, buildings, grounds and meadow land, containing about 17 acres—sold for 17,500l.
Freehold estate called Fowler's and Marsworth Fobbing, Essex, comprising a cottage, barn, stable, and other buildings, and 25a. 2r. 8p. of pasture land—sold for 11200l.
Freehold cottage, situate as above—sold for 950l.
Freehold, the Fox and Goose public-house, West Thurrock, Essex, with stabling buildings, and about two acres of land, let at 44l. per annum—sold for 920l.
Freehold residence, known as Redbury House, Rainham, Essex, with stabling, buildings, and 43a. 3r. 10p. of land, let at 200l. per annum—sold for 7150l.

By MESSRS. FAREBROTHER, LYE, and WHEELER.
Leasehold residence, No. 11, Burnwood-place, Edgware-road, annual value 90l., term 51 years unexpired, at 24l. per annum—sold for 1360l.

Wednesday, June 30.
By MESSRS. DENHAM, TEWSON, and FARMER, at the Mart.
Freehold premises, No. 2, London-wall, producing 2900l. per annum—sold for 5500l.
Leasehold house, No. 251, East-street, Walworth, term 95 years from 1789, at 34l. per annum—sold for 950l.
Leasehold two houses, Nos. 122 and 124, Barlow-street, Walworth, term 86 years from 1718, at 44l. per annum—sold for 1550l.
Leasehold two residences, Nos. 20 and 21, Lander-terrace, Southgate-road, let at 88l. per annum each, term 99 years from 1807, at 67l. per annum—sold for 5600l.

By MESSRS. FURBER, PRICE, and FURBER.
Life interest of a gentleman, aged 26 years, in the dividend arising from 432 $\frac{1}{2}$ l. 6s. Consols, and a policy for 12000l. on the same life—sold for 12300l.
Freehold manufactory, No. 15, Moor-lane, Cripplegate, annual value 400l.—sold for 5400l.
Leasehold improved ground-rents of 567. 16s. per annum for 81 years, secured on Nos. 2, 4, 6, 8, 10, 12, and 14, Delamere-crescent, Paddington—sold for 10300l.

By MESSRS. ELLIS and SON.
Leasehold ten residences, Nos. 1 to 10, Station-road, Gipsy-hill, Norwood, term 38 years from 1867 at 31l. 5s. per annum—sold for 2700l.

IMPORTANT TO HOLDERS OF GOVERNMENT STOCK.—We are in a position to announce that it is the intention of the Chancellor of the Exchequer to propose that the dividends on the Government securities shall be payable quarterly instead of half-yearly. This is a manifest advantage to the holders, the Bank, and the Government. To the former, because they will receive their interest on stock or annuities at four instead of two periods of the year; to the Bank, because the pressure of such payments will be more equally divided; and to the Government, because it will not have to provide so heavily for such demands at two periods of the year. To persons of limited income, such a division as above mentioned will be a great and valuable boon, and advantageous to all recipients, whether great or small, and the convenience cannot be too highly extolled. The Bank of England, at the same time, will experience the advantage of more regular division of its labours and resources. At present, dividends cause a long continuance of payments into its coffers, followed by a heavy efflux at the close of each six months. This system, it will readily be seen, involves many questions of financial policy and monetary disorder, which it is desirable to rectify. To the Chancellor of the Exchequer (or the Government) it is especially a boon, because the payment of the interest on the National Debt becomes more easy and regular, and therefore less troublesome and perplexing to him. Then, as regards the general interests of the country, the increased subdivision of payment will prove most advantageous, as monetary affairs will be less subject to certain fluctuations, which greatly disturb the money market and mercantile operations. Altogether, therefore, it will be seen that there is a manifest advantage to every interest concerned in the application of the policy referred to, and we therefore heartily hope to see the proposed plan speedily carried out. A proposal, we believe, has been made to the Government by two of the joint-stock banks to perform all the duties now undertaken by the Bank of England in its operations with Government for one-half the sum now paid by the State to the Bank, and this has given rise to the question whether the privileges granted to the Bank are not in themselves sufficient payment for all the services it renders to the Government or nation in its character as financial exponent or operator of the national finances. We are perfectly aware that these and other great financial considerations are now under discussion and negotiation between the Government, the Bank of England, and two other joint-stock banks.—*Railway News.*

SOLICITORS' JOURNAL.

NOTES OF NEW DECISIONS.

EVIDENCE TO GO TO A JURY.—PRESUMPTION OF NEGLIGENCE.—Plaintiff was a servant of a railway company, and defendants were builders employed by the company in repairing their station. Plaintiff, in course of his usual duty at night, closed some gates between this station and a warehouse also belonging to the company, and in doing so was struck by a heavy plank and seriously injured. Defendant's servants were seen at work upon the wall just above these gates a few hours before the accident, and it was suggested they had placed this plank across the gates whilst open for the purpose of a scaffolding, and left it there when they finished their day's work. One of the gates was fastened back by a rope, which the plaintiff had to untie before he could shut it. There was no evidence that defendants or their servants knew these gates were usually shut at night. Plaintiff was nonsuited: Held, that this nonsuit was right, as the evidence fell short of raising any presumption of negligence against the defendants: (*Pearson v. Plucknett*, 20 L. T. Rep. N. S. 662. C. P.)

PLEADING.—PATENT.—NOVELTY OF INVENTION.—Where a bill stated the plaintiff's patent for "a new method of manufacturing and applying artificial pearls and beads:" Held, that an express allegation of the novelty of the invention was unnecessary: (*Amery v. Brown*, 20 L. T. Rep. N. S. 654. V. C. J.)

EQUITY.—PLEADING.—EXCEPTIONS TO ANSWER.—INSUFFICIENCY.—In every bill for redemption and foreclosure it is relevant for the plaintiff to interrogate the defendant as to the dates of his securities, the amount of money which he has actually advanced, and the rates of interest reserved: (*Beavin v. Cook*, 20 L. T. Rep. N. S. 689. V. C. S.)

PRACTICE.—SUPPLEMENTAL ORDER.—The number of a class of defendants to the bill had been increased by the birth of a child after decree, and of another who had been actually born before decree, but whose existence was not known to

the plaintiff. The court thereupon made an order for a supplemental order without the filing of a new bill: (*Grunwell v. Gardner*, 20 L.T. Rep. N. S. 693. Q.B.)

COUNTRY BANKER'S CHEQUES.—A country banker who receives from a customer a cheque upon a banker in another town is not bound to send it to that town for presentation, but may send it to his London agent to pass through the clearing house: (*Prideaux v. Criddle*, 20 L.T. Rep. N. S. 695. Q.B.)

ACTION BY SHERIFF FOR NOT ARRESTING—BANKRUPTCY DEED.—In an action against the sheriff for not arresting a judgment-debtor on a *ca. sa.*, the defendant pleaded the certificate of registration of a bankruptcy deed, and the plaintiff replied that the deed was pleadable but was not pleaded to the action, and that the sheriff had notice thereof: Held, a good replication: (*Godwin v. Stone*, 20 L.T. Rep. N. S. 711. Ex.)

CONSPIRACY—"NURSING" BY OMNIBUSES—CIVIL ACTION.—A number of persons engaged in running omnibuses from one part of London to the other, agreed among themselves to "nurse" the vehicles of a rival independent proprietor, the plaintiff. They accordingly ran one omnibus before and one behind each omnibus of the plaintiff, and generally interfered with the carrying on of his business, thus driving him off the road. Held, that an action of conspiracy would lie. It is enough that defendants conspire to encourage acts to be done by others by connivance or suggestion: (*Gill v. Williamson*, 20 L.T. Rep. N. S. 712. Mellor, J.)

LIBEL—FICTION—NAME OF PLAINTIFF SUPPOSED NOT TO BELONG TO ANYONE—INTERPRETER.—A writer furnished to a magazine an article based partly on fact and partly on fiction, which contained, amongst other matter, certain anecdotes told him six years ago when he was in Spain, by a friend whom he called Don R. One of these anecdotes related to a General Plantagenet Harrison, who was spoken of in the article as a notorious English swindler, who had forged and cashed circular notes, usually issued by English bankers, whose names were paraphrased. The article mentioned various towns at which General Plantagenet Harrison was said to have done various disreputable things. The writer of the article, however, was not aware that any person bearing the name of General Plantagenet Harrison existed, but believed, from its incongruous nature, that it had been assumed for temporary purposes. The article having been published, an action was brought by General Plantagenet Harrison for libel, he having been at the various places mentioned in the article at the times referred to. Held, that the action would lie, as the writer intended to portray the character of some one, and that it was no defence that he did not believe that the name he used was the name of any living person. *Secus*, if the character portrayed had been merely a creation of the brain to which a name had been given which was borne by some living person. A defendant may act as interpreter in his own cause: (*Harrison v. Smith*, 20 L.T. Rep. N. S. 713. Lush, J.)

COURT OF COMMON PLEAS.

(Sittings at Nisi Prius, in London, before BOVILL, C. J. and a Special Jury.)

COLLETTE V. BRUCE.

The plaintiff in this case was a solicitor in Lincoln's-inn-fields, and the defendant, Mr. Brudenell Bruce, was a barrister, practising in equity, and he also on the occasion now in question had undertaken to report the proceedings of the Rolls Court for the *Times* newspaper. The action was to recover damages for an alleged libel.

O'Brien Serjt. and M'Namara appeared for the plaintiff; and Huddleston, Q.C., and Thesiger for the defendant.

From the opening statement it appeared that in December last the plaintiff was solicitor to Messrs Eley, in the Chancery suit of *Daw v. Eley and others*, which had reference to an alleged infringement of a patent for making cartridges: About this time a discussion was going on in the *Volunteer Service Gazette* as to the Boxer and the Daw cartridges, and the plaintiff took part in the discussion and wrote under the signature of "Copper Cap." He supported the Boxer as against the Daw cartridge. The consequence of this was that Mr. Daw instructed Mr. Jessel, Q.C., to move the Master of the Rolls to commit Mr. Collette for contempt of court in writing the letters. The application was made accordingly, and the defendant published a report of it in the *Times*. The plaintiff now complained of the following passage

in this report as being untrue and libellous:—"Mr. Jessel said that what the plaintiffs complained of was, that Mr. Collette had written letters anonymously, containing misrepresentations, for the purpose of misleading the public with reference to the plaintiff's patent. It was a contempt of court to make fair comments on a case which was awaiting decision. How gross a contempt of court, then, was it for the solicitor of one of the parties, of all persons in the world, to write anonymous letters to a newspaper, which misrepresented the facts of a case which had not yet been heard." The learned serjeant, in continuation, said that one reason for Mr. Collette taking an interest in the cartridge question was that he himself was a volunteer. Another circumstance in the case was, that Mr. Collette, upon the report appearing, communicated with Mr. Jessel, who, in consequence, stated in open court that the report was inaccurate, and the Master of the Rolls concurred in this statement, but no notice whatever of the correction was published in the *Times*.

Mr. Collette, the plaintiff, was called and gave his recollection of what took place when the motion to commit him was made. He said it did not spare him, but said that his conduct was very reprehensible. He also said that his motive must have been to assist his client, and that he was anticipating the course of justice, but he never imputed to witness that he had falsified any of the facts.

Huddleston explained that how the report got into the papers was thus: Mr. Holt, the regular reporter for the *Times* in the Rolls Court, being ill applied to Mr. Bruce to attend to his court for him in his absence. Mr. Bruce, however, received an invitation to visit his uncle, Lord Ailesbury, and he applied to Mr. Comberbach to do the court work. It happened that this last named gentleman had an engagement in another court, and he applied to a fourth learned gentleman, who attended and wrote the report in question.

In the course of the case, his Lordship made a suggestion to the parties, which resulted in a settlement of the litigation.

Huddleston said that the reporter insisted that his report was correct, but also said that it was never intended to impute to Mr. Collette that he had stated what he believed to be untrue, but that what Mr. Jessel complained of was that he had given the public Messrs. Eley's version of the facts, which was altogether opposed to Mr. Daw's version. The learned counsel added that when the report was complained of, Mr. Bruce, in a chivalrous manner, took all the responsibility of it upon himself.

O'Brien Serjt., said that his client was satisfied with the explanation that had been given.

A juror was then by consent withdrawn.

HEIRS-AT-LAW AND NEXT OF KIN.

HARGRAVE (Matilda), Wakefield. Heir-at-law to come in by July 12. July 22; M. R.

CREDITORS UNDER ESTATES IN CHANCERY.

LAST DAY OF PROOF.

BERRY (Wm.), Allonby, Cumberland. July 15; H. O. Huthwaite, solicitors, Maryport. July 29; M. R., at eleven.
BECKETT (John S.), Knoll Tor, Tormoham, Devon. July 26; Torr, Janeway, and Co., solicitors, 38, Bedford-row. Aug. 2; M. R., at eleven.
COFFIN (Robert), Worthing. July 12; Barnes and Bernard, solicitors, 2 Great Winchester-street, City. July 19; M. R., at eleven.
COX (William), Tamworth. July 12; J. N. Mason, solicitor, 7, Gresham-street. July 26; M. R., at eleven.
ELSMERE (John), Barrington, Salop. July 24; Skilbeck and Griffiths, solicitors, 34, Bedford-row. July 31; M. R., at eleven.
FAIRHEAD (Thomas B.), 7, Borough Market, Southwark. July 14; Woodbridge and Sons, solicitors, 8, Clifford's-inn. July 28; M. R., at eleven.
FIRMSTONE (Joseph), Abberley House, Worcester-park, Surrey. July 30; Tucker and Lake, solicitors, 4, Serle-street, W.C. Aug. 7; V.C.S., at one.
HOLLAND (David F.), 81, Grange-road, Bermondsey. July 15; E. E. Collins, solicitor, 37, King William-street. July 21; V.C.M., at twelve.
HORN (Joseph), Fleet Mills, York. July 28; T. Sykes, solicitors, Pately Bridge, York. Aug. 6; V.C.S., at twelve.
JOHNSON (John), Sheffield. July 30; W. E. Tattershall, solicitor, 42, Queen-street, Sheffield. Aug. 6; V.C.S., at twelve.
MORICE (Mary), Bridge-street, Aberystwith. July 22; J. R. Roberts, solicitor, Aberystwith. Aug. 3; V.C. J., at twelve.
PARSONAGE (John), Angel-street, Sheffield. July 21; Smith and Bordekin, solicitors, Sheffield. Aug. 2; V.C.M., at twelve.
POCOCK (Thomas), 24, Ladbrook-gardens, Kensington. July 29; J. B. Batten, solicitor, 32, Great George-street, Westminster. Aug. 6; V.C.S., at twelve.
POORE (Lady), Salisbury. July 16; George Rooper, 27, Lincoln's-inn-fields. July 22; V.C.M., at twelve.
SARREN (John), Marylebone-street. July 30; E. Starling, solicitor, 7, Sackville-street, Piccadilly. Aug. 7; V.C.S., at one.
WEBB (Christian), Stadnar, Stoke Teignhead, near Torquay. July 24; Parke and Pollock, solicitors, 63, Lincoln's-inn-fields. Aug. 2; V.C.M., at twelve.

CREDITORS UNDER 22 & 23 VICT. c. 35.

Last day of Claim, and to whom Particulars to be sent.

BARWELL (John), Birmingham. Aug. 7; Palmer, Son, and Co., solicitors, Birmingham.
BROMS (Ivan Adolf), 8, Duncan-terrace, Islington. Aug. 10; Walton, Bubb, and Co., 39, Great Winchester-street, E.C.
CLAYTON (Major-Gen. Henry), 4, Cedars-road, Clapham. July 31; Lewis, Munns, and Co., solicitors, 8, Old Jewry, E.C.
DISRAELI (James), Cromwell-place, South Kensington. July 15; Baxter, Rose, and Co., solicitors, 6, Victoria-street, S.W.

EDWARDS (F.), 144, Camden-road, N.W. July 31; Baker, Nairne, and Co., solicitors, 3, Crosby-square.
EMERSON (Chas.), Wells, Norfolk. Oct. 11; T. Garwood, solicitor, Wells, Norfolk.
GOLDSTONE (Alexandra M.), Brixham, Torquay. Aug. 31; J. A. Mew, solicitor, Newport, Isle of Wight.
HARPER (Mr. A.), Kingsdown-parade, Bristol. Aug. 21; Anna M. Harper, Kingsdown-parade, Bristol.
HILL (John), 118, Jermyn-street, St. James's, S.W. July 31; Lumley and Lumley, solicitors, 22, Conduit-street, Bond-street.
HOLLOWAY (Robert), Bushey Heath, Bushey, Herts. Aug. 1; W. Holloway, solicitor, Harefield, Middlesex.
JESSE (Francis A.), Llanbedr Hall, Ruthin. July 15; N. C. and C. Milne, solicitors, 2, Harecourt-buildings, Temple, London.
KNIGHT (Stephen), Wotton, Surrey. July 31; N. L. Hadley, Temple-chambers, 32, Fleet-street, E.C.
LART (Fanny), Albury, Surrey. Aug. 1; Hooper, Peek, and Maynard, solicitors, 37, Southampton-buildings.
LITTLE (James), 15, King Edward's-road, St John, Hackney. Aug. 2; Kinsey and Ade, solicitors, 9, Bloomsbury-place, W.C.
MACRAE (C. W.), Barge-yard-chambers, E.C. Aug. 1; J. M. Uppill, solicitor, Pancras-lane, E.C.
MAGE (Miss Mary), Plough-bridge, Rotherhithe. Aug. 9; Paxon and Hallam, solicitors, 3, Long-acre, W.C.
MOSELEY (Zalek P.), 34, Portdown-road, Maidstone. Sept. 20; Sampson, Samuel, and Co., solicitors, 36, Finsbury-circus.
PEMBERTON (James), Highgate, near Birmingham. July 29; Alcock and Millward, solicitors, 5, Union-street, Birmingham.
PERRY (Henry J.), New Brighton, Chester. July 31; Johnson and Masters, solicitors, 19, Southampton-buildings.
PHILLIPS (John), Epsom, Surrey. July 31; Andrew and Atkins, solicitors, 8, George-yard, Lombard-street.
POWLES (Revett C.), China. Aug. 10; J. B. C. Huxham, solicitor, 4, Hare-court, Temple, E.C.
RENSHAW (James), Barton-on-Irwell, Lancaster. July 25; Beever, Darwell, and Co., solicitors, 8, John Dalton-street, Manchester.
REYNELL (John H.), 8, Staple-inn. Aug. 1; Belrage and Co., solicitors, 30, Bedford-row.
RISLEY (Rev. Wm. C.), Deddington, Oxford. Sept. 20. Up-ton, Johnson, and Co., solicitors, 29, Austinfriars.
SAWYER (Mary), 1, Cumberland Gardens, Tunbridge Wells. Aug. 14; G. Arnold, solicitor, Tunbridge Wells, Kent.
SEABROOK (Samuel), Dagenham, Essex. Aug. 1; Baddeley and Sons, solicitors, 48, Leman-street, E.C.
SPIELMANN (Adam), Hereford House, West Brompton. Sept. 20; Sampson, Samuel, and Co., solicitors, 36, Finsbury-circus, E.C.
ST. JOHN (Hon. Caroline E.), Sillwood-place, Brighton. Aug. 24; Birch, Ingram, and Co., solicitors, 88, Lincoln's-inn-fields.
STEWART (Major Wm. G. D.), Hythe, Hants. Aug. 5; J. Turner, solicitor, 61, Carey-street, Chancery-lane.
TEMPLETON (James), Barnfield, St. Sidwell, Exeter. Sept. 1; W. Huggins, solicitor, Paul-street, Exeter.
TINDALL (Wm. H.), Maldon, Essex. July 15; Tindall and Varley, solicitors, 49, King-street, Manchester.
TULL (Charles), Romney Lock, Windsor. July 31; C. T. Phillips, solicitor, 1, Sheets-street, Windsor.
TURNER (John), Villa-road, Handsworth, Stafford. July 29; Alcock and Millward, solicitors, 5, Union-street, Birmingham.
UNDERWOOD (Mrs. Ann), Barnet, Herts, and Notting-hill. July 31; Sandys and Knott, solicitors, 5, Gray's-inn-square.

The death of Professor Barry, who held the chair of English Law in Cork College, is announced.

THE TOWN CLERK OF MANCHESTER.—The Prime Minister has, in very flattering terms, communicated to Mr. Heron, the town clerk of Manchester, her Majesty's approval of his recommendation that the honour of knighthood should be conferred upon Mr. Heron, in recognition of his high character and position, and his long services to the community with which he has been immediately concerned.

THE SHRIEVALTY.—It is understood that Mr. A. J. Baylis, of Church-court-chambers, Old Jewry, will be appointed under-sheriff to Mr. Alderman Causton, and the present under-sheriff, Mr. Alexander Crosley, to Mr. Vallentin. Mr. Baylis was under-sheriff to Mr. Alderman Challis, so that both have been fully initiated into the responsible duties of their office.—*City Press*.

THE NEW LAW COURTS.—Some Parliamentary returns relative to the battle of the sites have been issued. Mr. Henry A. Hunt, surveyor of Her Majesty's works and public buildings, in his report to Mr. Layard (dated the 18th inst.) on the several proposed sites, maintains that a change of site will not involve delay in the carrying out of the scheme. One year must, in any event, be occupied in the preparations of the working drawings, and of the necessary calculations upon which builders are to form their estimates; and whether the Carey-street or Embankment site be adopted, these preliminary proceedings will be the same. If the Bill for acquiring the land should be passed this session, the whole of the property can be purchased and the site cleared before the expiration of twelve months from the passing of the Act; but if the Act should not be passed this session then, of course, delay would arise. Mr. Hunt appends a minute in which he endeavours to show that, although the notices to owners and occupiers were not given at the time prescribed by the standing orders, the course which he recommends, so far from being a harsh proceeding, would give honest claimants advantages which they have never yet possessed. As to the relative advantages of the two sites, in respect to light, air, and approaches, Mr. Hunt confidently states that the Embankment site has singular advantages. There is no reflector or ventilator equal to a broad tidal river; and the road, railway, and footpath on the Embankment, and the line of steamers on the one side, and the four streets which open from the Strand to Howard-street, on the other, furnish ready-made approaches, without any additional cost beyond that involved in the widening of Essex-street, at least as good as those ordinarily obtained

for new public buildings. Moreover (Mr. Hunt continues) if the Howard-street site be adopted, there can be no projects for enlargement except towards the north. King's College and Somerset House on the west, and the Temple on the east, bar the way in those directions, and the only available means of spending money will be between Howard-street and the Strand. This argument may, of course, be used against the Howard-street site on the very ground that extension on the east and west will be impossible and that no public building ought to be so hemmed in as to preclude enlargement. But considering the temptation to spend public money, it is a great point, Mr. Hunt thinks, that there will, in this case, be no opportunity of doing so except in one direction. According to my view (he adds), the great merit of the Howard-street modification of the Thames Embankment site (as that site was originally proposed by Sir Charles Trevelyan) is that, while it reduces within manageable limits a scale of accommodation which had latterly grown out of all proportion, it leaves space for any additional buildings which actual experience may hereafter show to be necessary. There will however, be no such limitation to expenditure on the Carey-street site. Mr. Hunt ventures to say that this is no one-sided view of the question, and that a personal inspection of the site and its surroundings will prove that he has not overstated the case.

THE BENCH AND THE BAR.

BANQUET TO HER MAJESTY'S JUDGES.

The Sheriffs' banquet to the Lord Chancellor and Her Majesty's Judges was given on Saturday evening last in the hall of the Haberdashers' Company by the present holders of that office, Mr. Alderman Cotton and Mr. Hutton. Among the numerous guests were the Lord Chancellor, his Highness the Nawab of Bengal, Prince Solomon Kudr Bahadoor, Prince Ali Kudr Bahadoor, the Lord Chief Baron, Vice-Chancellor Stuart, Vice-Chancellor James, Vice-Chancellor Malins, Mr. Baron Martin, Mr. Justice Hayes, Mr. Baron Pigott, the Judge Advocate-General, Sir R. J. Phillimore, General Sir John Aitchison, G. C. B., Alderman Sir B. W. Carden, Mr. Alderman Carter, the Attorney-General, Lieutenant-General the Hon. Sir J. Yorke Scarlett, G.C.B., Mr. Alderman Dakin, Alderman Sir Sydney H. Waterlow, Alderman Sir F. G. Moon, Mr. Alderman Sydney, Mr. Alderman Salomons, M.P., Alderman Sir Benjamin Phillips, Rear-Admiral Ommamney, C.B., Alderman Sir Thomas Gabriel, Mr. Alderman Besley, Mr. R. N. Fowler, M.P., Colonel Frederick P. Layard, Mr. M'Arthur, M.P., Mr. Alderman Stone, Sir Charles Hood, Mr. Holms, M.P., Mr. Alderman Causton (sheriff elect), the Mayor of Southampton, Sir Thomas Henry, Sir Richard Bagallay, Q. C., Mr. Digby Seymour, Q. C., Mr. Serjeant Robinson, Mr. Serjeant Sleight, the Hon. George Denman, Q. C., Mr. Pollock, Q. C., Sir George Honynman, Q. C., Mr. E. K. Karlake, Q. C., Mr. Serjeant Parry, Mr. Locke, Q. C., M. P., Mr. Serjeant T. Atkinson, Mr. Serjeant Cox, the Master of the Haberdashers' Company, Mr. Watkin Williams, M. P., the Master of the Mercers' Company, Mr. Huddleston, Q. C., Mr. Giffard, Q. C., the Master of the Skinners' Company, Mr. Marmaduke Sampson, the Master of the Vintners' Company, Mr. James Valentin (Sheriff elect), Mr. Spinks, Q. C., Mr. Roxburgh, Q. C., Mr. Serjeant Simon, M. P., Mr. Serjeant Payne, Mr. Serjeant Sargood, Mr. Metcalfe, Mr. E. T. E. Besley, the Rev. Mr. Blomfield, M. A., Mr. H. B. Poland, Mr. Under-sheriff Crossley, Mr. Under-sheriff Slee, Rev. W. F. Elliott, M. A., Dr. Lankester, Mr. Deputy Fry, Mr. Secondary Potter, Mr. M. Soulsby, Mr. S. Dilberglue, Mr. H. Harben, Mr. W. H. Collingridge, Mr. James Grant, Mr. Charles White, Dr. W. Saunders, Mr. R. Harrison, &c.

The after dinner proceedings were inaugurated with the civic ceremonial of passing the loving cup, after which the usual loyal toasts were proposed by Mr. Alderman and Sheriff Cotton. To the toast of "The army, navy, and volunteers," proposed by Mr. Sheriff Hutton, General Aitchison responded for the army, Admiral Ommamney for the navy, and Lieut. H. E. Edmunds for the volunteers.

Mr. Alderman and Sheriff Cotton, in proposing the health of the Lord Chancellor, said that it was a toast which must be peculiarly acceptable to the citizens of London, when it was remembered that the father of the distinguished holder of that office was at one time an alderman of London, that he had not only filled the offices of Sheriff and Lord Mayor, but that he was also a great politician, and had been one of the strongest advocates of those principles which, though then in their infancy, his son had lived to see generally recognised and adopted. (Cheers.) In the successive offices to which the present Lord Chancellor had been called he had won for himself the esteem, respect, and affection of the country at large. (Cheers.)

The Lord Chancellor, in responding, attributed the kind and flattering remarks to which they had just listened—remarks which went far beyond his deserts—to a regard and esteem, which, to his mind, were of infinitely greater value than any expression of opinion, however gratifying as to his merits. Born almost immediately in the neighbourhood of the spot where they were that evening assembled, he was proud of the distinction of being a native of a city which he believed to be more remarkable than any that had ever existed. No doubt there were other cities which could boast of greater antiquity, but there were none that could show a longer possession of a civic government with all its privileges and advantages—a possession not of doubtful, misty, or mythical celebrity, but of marked and definite history. (Cheers.) He had seen a charter of the Conqueror, and under that charter they had been governed for over 800 years; but previously to that they had undoubtedly enjoyed all the privileges which could be conferred by the Roman municipal form of government—privileges which the charter itself only confirmed. The charter announced that the citizens of London "were law worthy"—a fine, noble word, which he was proud to say they had always deserved. Will all their violence and arrogance, for such qualities might undoubtedly be attributed to our Sovereigns down to the time of Edward I., the Norman conquerors had never ventured to assail the liberties of London. The citizens of London had never dreamt that happiness consisted solely in the acquisition of wealth and importance. Even looking in advance, they had kept in view those two principles upon which human civilisation and advancement depended—while holding firmly by the past they had struggled for further advancement in the future. (Cheers.) To have been born in a city which could boast such citizens was, he believed, a just source of pride. (Cheers.) When very early in life he paid a visit to the Central Criminal Court, he felt greatly interested in the law; but at the same time his mind was greatly revolted against what he then witnessed, because he could not but view with horror the condemnation of some seventy-four or seventy-five men and women, who, under the horrible and barbarous code which Romilly strove long and vainly to repeal, were sentenced to death, all knowing that only a small portion would really be executed, and the more confident laughing and gibing even in the dock at their less fortunate companions. Passing the Old Bailey one morning shortly afterwards, he saw the preparations for the erection of a scaffold, and on that scaffold were executed six persons, none of whom, as he subsequently learnt, had attained the age of twenty-four, and none of whom had committed a crime attended by the least violence. It was a matter of heartfelt thankfulness to him that a different state of things now existed. (Cheers.) Without trenching too much upon politics, he might also, he trusted, be permitted to express his satisfaction at finding the advantages generally recognised of principles which he had formerly heard abused as most dangerous in their character, and that he had lived to witness the repeal of the Test and Corporation Acts, the emancipation of Roman Catholics, the repeal of the Corn and Navigation Laws, the extension of Reform carried, and approved by all parties in the State. (Cheers.) In the progress and adoption of those measures the citizens of London had taken a distinguished and a noble part. As a citizen of London, he had learnt the value and witnessed the results which attend the exercise of industry and independence. By a firm adherence to those two principles any man might get on in the world, and it was to steadfastly keeping them in remembrance that he attributed, under God, all the progress that he had made in life. (Cheers.) By the exercise of these two qualities it was within the power of any man, not, perhaps, to attain the precise office which he now held, but to attain a high position in the State. (Cheers.) The House of Lords had never stiffened and hardened into a caste or stagnated into a useless or languid institution, because the acknowledgment of this principle had led to a constant introduction of fresh blood, while in the persons of the younger sons of the nobility there was a constant absorption of the aristocracy among the people. (Cheers.) It was to these two circumstances that he in a great measure attributed the vitality which the House of Lords enjoyed as an institution. Upon such foundations, in his belief, rested those social, civic, and corporate privileges which this great nation had enjoyed—privileges which, inherited from our fathers would, he trusted, be carefully preserved and improved for the benefit of those who were to follow. (Cheers.)

"The Lord Chief Baron and Her Majesty's Common Law Judges," proposed by Mr. Sheriff Hutton, was responded to by the Lord Chief Baron; Vice-Chancellor Stuart returned thanks on behalf of "the Equity Judges," proposed by Mr. Alderman and Sheriff Cotton; Mr. Alderman Sidney replied on behalf of "the Corporation," proposed by Mr. Sheriff Hutton; Mr. Fowler, M.P.,

returned thanks for "the House of Commons," and the Hon. G. Denman, Q. C., for "the Bar of England." Mr. Alderman and Sheriff Cotton next proposed the health of the Nawab of Bengal, whose fidelity and attachment to this country during the Indian Mutiny had earned our gratitude and esteem, and to the toast his Highness responded shortly and in excellent English. The Lord Chancellor proposed "the Sheriffs," and both Mr. Alderman and Sheriff Cotton and Mr. Sheriff Hutton returned thanks. A few other toasts were proposed and duly acknowledged, and the company separated shortly after 11 o'clock.

SIR WILLIAM A'BECKETT, late Chief Justice of the colony of Victoria, died at his residence, Church-road, Upper Norwood, on Sunday last, after a long and severe illness, in his sixty-third year. He was educated at Westminster, and was called to the Bar at Lincoln's-inn in 1829. He was afterwards Solicitor and Attorney-General of New South Wales, and resident judge at Port Phillip, and was Chief Justice of Victoria and Judge of the Admiralty Court.

MR. GOLDWIN SMITH.—We have no desire to comment upon Mr. Goldwin Smith's career in America if it is painful to the feelings of his admirers, but we presume that there is no profanity in quoting what the American papers say on the subject. We observe, then, that the Philadelphia *Age* remarks that it "always regarded him as an ignorant political charlatan"—language which we totally disapprove—and expresses satisfaction that he is "at last finding his level among the Radicals." The more decorous *New York Times* says:—"We fear Mr. Smith's opinions of the beneficial working of democracy in some directions will not be strengthened by his personal experiences in this country."

NEW POLICE MAGISTRATE AT LEEDS.—Last week Mr. W. Bruce, of the Midland Circuit, who has recently, on the requisition of the Town Council, been appointed stipendiary magistrate for Leeds, took his seat for the first time in the court of daily petty sessions. He was introduced by Mr. T. W. George, the Mayor, and accompanied by nearly all the old borough magistrates. Many members of the town council were also present, and the legal profession of the borough was numerous represented. Mr. Crawford, barrister-at-law, in the absence of Mr. Middleton, congratulated Mr. Bruce on his appointment, Mr. T. T. Dibb, solicitor, did the same for his own branch of the Profession. He observed that they were not at all insensible to the integrity and impartiality of the old Bench; but they felt great confidence that the legal knowledge which Mr. Bruce possessed in a high degree would tend to the maintenance of greater uniformity in the decisions of that court. Mr. Bruce replied that the way in which he had been received on that occasion was especially gratifying, inasmuch as both branches of the Profession appeared there to compliment him on his appointment. He knew that a person placed in his position would have many difficulties to contend with; but he hoped by having a careful consideration for the feelings and wishes of the gentlemen by whom he saw himself surrounded, both magistrates and gentlemen who from time to time appeared there as advocates, he should win for himself their kindest approbation. He hoped the public, too, would ever find that they were sure of a patient hearing and of the exercise of his best judgment in the matters to be brought before him. He hoped the generous consideration which had hitherto been shown to him by the Profession in Leeds would still be continued to him, and that he would ever be found deserving of it. The Mayor said the old Bench would act with the greatest cordiality and good feeling towards Mr. Bruce. The presence on that occasion of so many gentlemen of influence showed the importance which was attached to the appointment, for the first time, of a stipendiary magistrate for Leeds; and he could assure them that there was not the slightest feeling of jealousy on the part of the honorary magistrates in giving Mr. Bruce this welcome. As to a greater uniformity in the decisions of the Bench, he hoped every improvement in that respect which seemed to be anticipated would be fully realised. Mr. Ferns, solicitor, took occasion to pay a well-merited compliment to Mr. Robert Barr, who for many years had been clerk to the magistrates, and that gentleman feelingly responded.

BREAKFAST—EPPS'S COCOA—GRATEFUL AND COMFORTING.—The very agreeable character of this preparation has rendered it a general favourite. The *Civil Service Gazette* remarks:—"The singular success which Mr. Epps attained by his homeopathic preparation of cocoa has never been surpassed by any experimentalist. By a thorough knowledge of the natural laws which govern the operations of digestion and nutrition, and by a careful application of the fine properties of well-selected cocoa, Mr. Epps has provided our breakfast tables with a delicately flavoured beverage which may save us many heavy doctors' bills." Made simply with boiling water or milk. Sold by the Trade only in 4lb., 2lb., and 1lb. tin-lined packets, labelled "JAMES EPPS and Co., Homeopathic Chemists, London."

MAGISTRATE AND PARISH LAWYER.

NOTES OF NEW DECISIONS.

APPRENTICESHIP—PARTNERSHIP.—B., on 8th April 1865, was bound apprentice to C. and D. for five years. No premium was paid. On Dec. 9 in the same year the partnership was dissolved, C. continuing to carry on the business. At the time of the dissolution B. was told that he would be required to work out his apprenticeship with C., which he agreed to do, and continued so to serve until Aug. 3, 1868, when he absented himself. It was held that by the dissolution of partnership B. ceased to be under any obligation to continue to serve C.: (*Brooks v. Dawson*, 20 L. T. Rep. N. S. 611. Q. B.)

NUISANCES—ON WHOM ORDER OF REMOVAL TO BE MADE.—A nuisance was caused on the premises of B. by the overflow of the sewage from cesspools, to which ran the sewage of several occupiers of houses at a considerable distance from them. The premises of the respondent and the others contributing to the sewages were in all respects properly secured, and no nuisance arose upon their premises. The question was on whom the order of removal should be made, upon the person on whose land the nuisance was found, or the persons who contributed to it from far off. The magistrates dismissed an information against one of the occupiers of the contributory houses, being of opinion that their authority was only to order a nuisance to be abated where it existed in fact, and that it was no part of their duty to trace it to its source. On an appeal from this decision, the court held that the order should be made upon the contributors to the nuisance, and they directed the justices to find specially if in their judgment the respondent contributed to the nuisance: (*Guardians, &c., of the Hendon Union v. Bowles*, 20 L. T. Rep. N. S. 609. Q. B.)

POOR-LAW—SETTLEMENT BY RENTING—EVIDENCE.—A declaration of a deceased occupier that he rented of B. at 22l. per annum, and paid the rent for the same, is good evidence not only of the tenancy, but of the amount and payment of the rent. It seems that, apart from such declaration, the undisturbed occupation of premises for some years is of itself a presumption of the fact that rent was paid: (*Reg. v. Inhabitants of Exeter*, 20 L. T. Rep. N. S. 693. Q. B.)

POST-OFFICE—DELIVERY OF LETTERS OTHERWISE THAN BY THE POST.—By the 7 Will. 4 & 1 Vict. c. 33, the Postmaster-General has the exclusive privilege of conveying letters from place to place, with this exception (*inter alia*), "Letters sent by a messenger on purpose concerning the private affairs of the sender or receiver thereof." The appellants were a company formed in London, called "The Circular Delivery Company (Limited)," the purpose being "to deliver for or on behalf of its shareholders and members circulars, newspapers, &c." One Jules Clavelle, who was a shareholder, delivered a business circular to the offices of the company, in an envelope, to be delivered according to its address, "Messrs. Newell and Son, 5 Eccleston-street, N. W." The company caused it to be delivered accordingly at its address. Held, that this was a violation of the Act, and was not within the exemption: (*Circular Delivery Company v. Clare*, 20 L. T. Rep. N. S. 701. Q. B.)

MASTER AND SERVANT—CONTRACT—INFORMATION.—An information under sect. 9 of 30 & 31 Vict. c. 14 is good, although not framed in the alternative requiring defendant to pay damages or to fulfil the contract. B. applied to the Free Labour Registration Society for labourers, and there filled up and signed a form headed "Form to be filled up by employers requiring hands from the Free Labour Registration Society," stating the terms and the probable duration of the employment. This was read to C., who signed a document stating that he had accepted employment at D. (B.'s address), and that he would not quit without just and reasonable cause. This document was held to refer sufficiently to the document signed by B., and that the two constituted a good contract in writing: (*Crane v. Powell*, 20 L. T. Rep. N. S. 703. C.P.)

The death of Colonel Smyth, of Heath Hall, near Wakefield, is announced. For many years the deceased gentleman represented York, and was well known and respected throughout the county, having taken an active part in magisterial business, especially in the West Riding. He was father-in-law of the Earl of Harewood.

BOROUGH QUARTER SESSIONS.

Borough.	When holden.	Recorder.	What notice of appeal to be given.	Clerk of the Peace.
Barnstaple	Saturday, July 3	C. J. Murch, Esq.	3 days	E. B. Toller.
Birmingham	Monday, July 5	A. R. Adams, Esq., Q.C.	14 days	T. R. T. Hodgson.
Bolton	Thursday, July 22	S. Pope, Esq., Q.C.	10 days	J. Gordon.
Bristol	Tuesday, July 6	Mr. Serjt. Kinglake	Statutory	J. D. Wadham.
Bury St. Edmunds	Monday, July 5	J. Tozer, Esq.	1 day	J. Sparke.
Derby	Tuesday, July 13	G. Boden, Esq., Q.C.	10 days	J. Gadsby.
Gloucester	Tuesday, July 6	C. S. Whitmore, Esq.	14 days	C. Smallbridge.
Hastings	Friday, July 9	R. H. Hurst, Esq.	1 day	G. Meadows.
King's Lynn	Thursday, July 8	D. Brown, Esq., Q.C.	10 days	T. G. Archer.
Leeds	Saturday, July 3	J. B. Maule, Esq., Q.C.	1 day	J. W. Richardson.
Liverpool	Thursday, July 13	J. B. Aspinall, Esq.	10 days	P. Wright.
Newbury	Wednesday, July 7	G. M. Dowdeswell, Esq.	10 days	J. Vines.
New Windsor	Tuesday, July 6	A. M. Skinner, Esq.	10 days	H. Darvall.
Northampton	Wednesday, July 14	J. H. Brewer, Esq.	8 days	C. Hughes.
Poole	Saturday, July 10	H. Bullar, Esq.	Statutory	G. B. Aldridge.
Rye	Thursday, July 8	R. H. Hurst, Esq., M.P.	10 days	G. S. Butler.
Scarborough	Friday, July 9	J. Middleton, Esq.	10 days	J. J. P. Moody.
Stamford	Monday, July 19	Hon. E. C. Leigh	Statutory	J. Torkington.
Stamford	Wednesday, July 21	J. H. Naylor, Esq.	Statutory	R. Ransom.
Tewkesbury	Thursday, July 15	A. W. Daniel, Esq.	Statutory	W. Winterbotham.
Wigan	Wednesday, July 21	J. Catterall, Esq.		J. Mayhew.

A VERY GRAND JURY.—A curious scene occurred at the Tralee quarter sessions. While the grand jury were considering the bills of indictment the chairman having disposed of the business in hand, sent to request that they would bring into court, any bills that might have been found, in order that the trials might be proceeded with forthwith. The grand jury peremptorily refused to send down any bills until they had considered the whole. The learned chairman then sent for the grand jurors themselves, and soundly rated them for their disrespect to the court.

COUNTY EXPENDITURE.—The accounts of the county treasurers of England and Wales for the year ending at Michaelmas 1868, show that the valuation on which the assessment for the county rate is made amounted in that year to 86,385,448l. Generally the valuation greatly increases, but in 1867 an enormous increase of more than ten millions occurred, and that great advance has not been quite maintained. Several counties, indeed, show an increased valuation in 1868, but they are more than counterpoised by two reductions. The assessment for West Sussex, which in 1866 was 435,455l., was advanced in 1867 to 993,525l., but in 1868 was reduced to 558,070l.; and Warwickshire, raised from 1,412,104l. in 1866 to 2,664,688l. in 1867, was reduced in 1868 to 1,410,266l. The receipts from county and police rates in all the counties of England and Wales amounted to 1,290,658l. in 1865, 1,358,762l. in 1866, 1,446,937l. in 1867, 1,500,566l. in 1868. Including Treasury allowances and all other receipts, the total receipts of county treasurers amounted to 1,956,350l. in 1865, 2,426,682l. in 1866 (including the exceptional item of cattle diseases rate, 368,000l.), 2,287,347l. in 1867, and 2,292,949l. in 1868. The total expenditure has been 2,009,691l. in 1865, 2,415,837l. in 1866 (including 350,262l. under the Cattle Diseases Act), 2,278,640l. in 1867, 2,326,846l. in 1868.

VAGRANCY.—A committee of Northamptonshire magistrates, appointed by the Court of Quarter Sessions for the consideration of the above question, met at the county hall, Northampton, on Saturday last, presided over by the Right. Hon. George Ward Hunt, M.P., the chairman of the court, and agreed to the following resolutions:—1. That in the opinion of this committee the relief of tramps and vagrants throughout England and Wales, and the sole control over all buildings, wards, and cells, for the lodging of such persons, ought to be intrusted to the police. 2. That the expenditure for the foregoing purposes should be charged upon the county or borough rate. 3. That it is desirable that a ticket-of-way system for the repression and regulation of vagrancy be made universal by law. 4. That the separate system should be adopted in all buildings provided for the reception of tramps and vagrants, and that cleanliness should be strictly enforced. 5. That householders and others ought to be further protected from the intrusion of vagrants and the curtilages of their dwellings in the day time, by making it penal for a person to be found within the same, having no fixed residence, and not being able to give a good account of himself. 6. That the costs of the prosecution of vagrants ought to be charged upon the county or borough rate.

TURNPIKES.—The Commons' Select Committee on the annual Turnpike Acts Continuance Bill have made their report upon the various trusts named in the schedule to the Bill. The committee state that they have in several cases hesitated to recommend the discontinuance of a trust where otherwise they would have thought it expedient to do so; for the evidence taken has led them to the conclusion that, although the present turnpike system is vexatious in its mode of collection, in many cases costly in its management, as well as arbitrary and partial in its operation, still in the present state of the highway laws to abolish turnpike trusts singly, as they become free from debt, is a course often attended with injustice to the

parishes on which the liability for future repairs falls, and one which, in some instances at least, leads to the deterioration of the roads. A new and heavy burden is frequently imposed on the ratepayers of the parishes through which the road passes, without relieving them from the obligation of paying tolls on other trusts in their immediate neighbourhood. The committee are of opinion that a measure dealing with the whole system of the roads in England and North Wales should be brought forward by the Government at the very earliest opportunity; and that in order to render the management of roads, which have ceased to be turnpike roads, efficient and economical, and to secure the equitable distribution of expenses, it is desirable that the area of management should be extended considerably beyond the limits prescribed by the existing law; and, the present Highway Act having proved unsatisfactory, the committee are of opinion that the operation of any general road measure should be made uniform as far as possible. They add that no greater cases of prospective hardship on parishes came before them than where the line of road, with a very heavy mineral and trading traffic between large towns, or to and from railway stations, passed for a considerable distance through agricultural parishes; and they consider that whatever may be the provisions of a general measure as regards other parts of the country, some special provision will have to be made to meet these cases.

VAGRANCY.—Mr. C. E. Thornhill, chairman of the board of guardians of the Woodstock Union, offers the following suggestions for the relief and treatment of the casual poor:—"Repeal the existing laws having reference to settlement and removal. Then every destitute person must be relieved by the union in which he may become destitute. But the resident and non-resident poor must not be dealt with alike. Every person who at the time of his application for relief should have resided as occupier, lodger, or servant for four weeks continuously in any one place of abode within the union should be a resident; every other person should be a non-resident. Provide for the relief of the resident poor as at present. Provide for the relief of destitute persons non-resident in the manner following: Establish in every union a non-resident workhouse, containing cellular accommodation for males and females; workyard and workrooms adjoining to, but not in communication with, the existing workhouses. Admit every destitute non-resident applicant on condition (to be explained to and accepted by him) that he should remain not less than fourteen days. Impose hard labour, by piecework, to be superintended by work-masters who should have the authority of constables; the hours of labour, and the nature and value, by piece, thereof to be settled from time to time by the guardians, with the approval of the Poor Law Board. The value of the labour should be so fixed that it would yield to a man working with industry a small daily balance beyond the cost of his maintenance. The diet should be of the simplest character consistent with health. Every person who should receive non-resident relief, and should wish to be discharged, at any time not less than fourteen and not more than twenty-eight days, should be started for such place as he should specify, with a ticket-of-way, and should be entitled to the value of his labour, over and above the cost of his maintenance; but such value should not in any case be given in money, it should be given in kind—clothing, for instance, provisions for his onward journey, railway fare, &c. Every person who should receive non-resident relief, and should not be willing at the expiration of twenty-eight days to proceed on his journey, should be deemed to have acquired the position of a resident, should be admitted to the ordinary workhouse, and should have his case laid before the board at the next meeting, but he should not

in such case, be entitled to any portion of his earnings. The board should have power, under certain circumstances, to impose a further term of service in the non-resident workhouse before final admittance to the ordinary workhouse, and for certain specified offences should have power to send able-bodied residents receiving relief in the ordinary workhouse to the non-resident workhouse. No non-resident applicant should be exempted from the probationary service in the non-resident workhouse, except in cases of sickness duly certified, and then, the sickness being past, the probation should commence, or be completed, as the case might be; or except in the case next provided. "It should be lawful for the board of guardians of every union to grant to any poor person resident in the union who should prove to the satisfaction of the board his desire to proceed on a journey to any specified place or places in search of work, or for any other reasonable purpose, and his inability, for want of means to do so, a ticket-of-way, showing the proposed journey and other particulars; and every person who should produce a ticket-of-way at any workhouse on the route indicated thereby, should have food and lodging for one night, and should be allowed to proceed without work on the following day, notice of the relief being indorsed on his ticket-of-way. If it should be proved that a person making application for non-resident relief had received similar relief at the same or any other union within eight months preceding the application, such person should be liable to imprisonment as a vagrant."

REAL PROPERTY LAWYER AND CONVEYANCER.

NOTES OF NEW DECISIONS.

WILL—DIVESTING CLAUSE—SURVIVORS OR SURVIVOR.—A testator gave all his real and personal estate upon trust for B. for life, or until her marriage, and after her death or marriage, upon trust to transfer the same to five named persons in equal shares and proportions, their interests to be vested interests respectively from the time of his decease. By a codicil, after reciting the gift of the residue in his will, the testator directed his trustees to pay the residue, not only to the five persons named in the will, but also to three other named persons in equal parts, shares, and proportions, and he directed that, in case of the death of any one of them before B.'s death or marriage, the share or shares of him, her, or them so dying, should go and be paid to the survivor or survivors of them equally share and share alike. All the parties named in the will survived the testator, but pre-deceased B., who died unmarried in 1864: Held, that the divesting clause in the codicil applied to the legatees named in the will, as well as to those named in the codicil, but that, inasmuch as all died in the lifetime of the tenant for life, it had no operation, and each of them took his original gift, transmissible to his representatives: (*Marratt v. Abell*, 20 L. T. Rep. N. S. 690. V. C. M.)

ELEMENTARY PRECEDENTS IN CONVEYANCING. (a)

A Collection of practical Forms designed for professional Use, and suited to the Emergencies of actual Practice, with Notes.

(Continued from page 94.)

PRECEDENTS.

PARTNERSHIP ARRANGEMENTS.

107. Deed of dissolution of partnership.

This indenture made, &c., between A. B. of, &c. [retiring partner], of the one part, and C. D., of, &c. [continuing partner], of the other part. Whereas the said parties hereto on the day of 18, entered into partnership as at in the county of for the term of years thence next ensuing, upon certain terms and conditions then agreed upon between them, and it was among other things agreed that they should be interested in the profits and losses of the said partnership in equal shares. And whereas the said A. B. having determined to retire from the said partnership, and the said C. D. being willing to continue and carry on the said business on his own account, it has been mutually agreed between the said parties hereto that the said partnership shall be dissolved, and the said partnership is this day dissolved accordingly, and the said A. B. shall on the signing hereof retire from the said concern, and a notice of such dissolution signed by the said parties hereto is intended to be inserted in the *London Gazette*. And whereas the said A. B. has agreed to assign his share in the profits, good-

will, fixtures, capital, stock-in-trade, credits, profits, and effects of the said partnership, and all his interest in the tenancies of the places of business occupied by the said partnership unto the said C. D. in consideration of the said C. D. paying to the said A. B. the sum of £ in cash by instalments of £ per and accepting and delivering to him and duly paying at maturity a certain bill of exchange for the sum of £ bearing date the day of 18, drawn by the said A. B. on the said C. D. payable after date. Now this indenture witnesseth that in pursuance of the said recited agreements and in consideration of the covenant on the part of the said C. D., for payment of the said sum of £ by instalments, at £ each, and for payment of the said bill of exchange hereinafter contained, he, the said A. B., doth by these presents assign, transfer and set over, ratify, and confirm unto the said C. D., his executors, administrators, and assigns, All that the one equal moiety or half part, and all other the part, share, and interest of him the said A. B., of and in all and singular the goods, wares, merchandise, stock-in-trade, profits, capital, credits, fixtures, goodwill, books, property, and effects belonging or due and owing to them the said A. B. and C. D., as such partners as aforesaid; And all the estate and interest of him the said A. B. in the tenancies of the places of business occupied by the said partnership, and all the estate, right, title, and interest, both legal and equitable, of him the said A. B., of, in, and to the hereby assigned premises, and every part thereof. To have, hold, receive, and take the said one equal moiety, or half part, and all other the part, share, or interest of and in the said goods, stock-in-trade, profits, capital, credits, fixtures, goodwill, books, property, tenancies, and effects, and all and singular other the premises hereby assigned unto the said C. D., his executors, administrators, and assigns, for his and their own proper goods, chattels, credits, and effects absolutely. And for the better enabling the said C. D., his executors, or administrators, to recover and receive the said partnership credits and effects, he, the said A. B., doth by these presents constitute and appoint the said C. D., his executors, or administrators, to be the true and lawful attorney and attorneys irrevocable of him the said A. B., in the names of the said A. B. and C. D., or in the name or names of the said A. B., his executors, or administrators, or otherwise, as occasion shall require, but for the exclusive benefit and at the sole risk and cost of the said C. D., his executors or administrators, to ask, demand, sue for, recover, and receive of and from the person or persons to whom it shall or may belong, to pay and deliver the same, all and singular the credits, sum, and sums of money and effects of the said partnership, and to give effectual receipts, or other sufficient releases and discharges for the same, and to employ such legal or equitable ways and means for enforcing the payment and getting in of such credits and effects respectively, as may be deemed expedient, and one or more substitute or substitutes for all, any, or either of the purposes aforesaid, to substitute or appoint, and such substitution or appointment at pleasure to revoke and generally to do, or cause to be done, whatsoever shall be necessary for giving the said C. D., his executors or administrators, the full benefit of the assignment hereby made, and the said A. B. doth hereby, for himself, his heirs, executors, and administrators, covenant with the said C. D., his executors, administrators, and assigns, in manner following (that is to say), that he, the said A. B. hath not contracted any debt or obligation, whereby or by means whereof the said C. D., his executors or administrators, or the joint stock and effects of the said partnership, may be charged or prejudiced, and also that he, the said A. B., hath not received or discharged any credits of the said partnership that have not been duly entered in the books of the said partnership, or done, or permitted any act, deed, matter, or thing whatsoever, whereby the share of him, the said A. B., in the said premises hereby assigned, or any part thereof, can be charged, incumbered, or prejudicially affected, and also that he, the said A. B., his executors, or administrators shall, and will, from time to time, and at all times hereafter, at the request and costs of the said C. D., his executors, administrators, and assigns enter into and execute all such further assurances for the more perfectly or satisfactorily vesting the said premises hereby assigned in the said C. D., his executors, administrators, and assigns, or enabling him and them to recover and receive the same as he or they, or his or their counsel in the law, shall require, and as shall be tendered to be done and executed. And moreover that the said A. B., his executors or administrators, will not at any time hereafter revoke or attempt to revoke the power or authority hereinbefore given, nor receive, compound, or discharge any of the said partnership credits, nor release, disavow, become nonsuit, or in anywise interfere in any action or suit that may be commenced or

prosecuted by the said C. D., his executors or administrators, in pursuance of the powers and authorities hereinbefore contained in respect of the said hereby assigned premises. And the said C. D. doth hereby, for himself, his heirs, executors, and administrators, covenant with the said A. B., his executors or administrators, that he, the said C. D., his executors or administrators, shall and will well and truly pay unto the said A. B., his executors, administrators, or assigns, the said sum of £ by instalments of £, on the day of every until the whole of the said sum of £ shall be fully paid and satisfied, the first payment to be made on the day of 18, and also that he, the said C. D., his executors, or administrators, shall and will duly pay at maturity to the said A. B. or other the holder thereof the said bill of exchange hereinafter mentioned for the said sum of £, and also shall and will pay all rents hereafter to accrue due in respect of the premises occupied for the purpose of the said partnership business, and will pay all the debts and liabilities owing from the said A. B. and C. D. in respect of the said partnership. And also shall and will from time to time, and at all times hereafter, well and sufficiently protect, defend, save, harmless, and keep indemnified the said A. B., his heirs, executors, and administrators, and his and their lands and tenements, goods and chattels, of from and against all costs, damages, and expenses in respect thereof respectively (except such debts, if any, as the said A. B. may have contracted on the partnership account, and not entered in the books thereof), and also of from and against all costs, damages, and expenses which shall or may be incurred in or about any action, suit, or other proceeding that shall or may be brought or prosecuted by the said C. D., his executors, administrators or assigns, in the name or names of the said A. B., his executors or administrators, by virtue of the power or authority hereinbefore contained, or in anywise in relation thereto. And this indenture also witnesseth that in consideration of the premises, the said A. B. doth by these presents acquit, release, and discharge the said C. D., his heirs, executors, and administrators, and his and their estates and effects whatsoever and wheresoever (but subject nevertheless, and without prejudice, to the covenants herein contained), from and of all actions, suits, accounts, reckonings, claims, and demands whatsoever both at law and in equity, which the said A. B., his heirs, executors, or administrators now hath or ever had, or shall or may at any time or times hereafter have, claim, challenge, or demand against the said C. D., his heirs, executors, or administrators on account of the said hereinbefore mentioned agreement of partnership, or any clause, agreement, matter, or thing therein contained, or on account of any other matter or thing whatsoever relating to the said partnership business, or in any way connected therewith. And this indenture further witnesseth that in consideration of the premises, the said C. D. doth by these presents acquit, release, and discharge the said A. B., his heirs, executors, and administrators, and his and their estates and effects whatsoever and wheresoever (but subject nevertheless and without prejudice to the covenants herein contained), from and of all actions, suits, accounts, reckonings, claims, and demands whatsoever, both at law and in equity, which the said C. D., his heirs, executors, or administrators now hath or ever had, or shall or may at any time or times hereafter have, claim, challenge, or demand against the said A. B., his heirs, executors, or administrators, on account of the said hereinbefore mentioned agreement of partnership, or any clause, agreement, matter, or thing therein contained, or on account of any other matter or thing whatsoever relating to the said partnership business, or in anywise connected therewith. Inwitness, &c. (a)

(To be continued.)

MERCANTILE LAW.

NOTES OF NEW DECISIONS.

SALE OF GOODS—DESCRIPTION.—The plaintiff bought of the defendants rice for shipment to America, described as "best Siam rice in double bags." The bags meant were gunny bags. The defendants delivered rice in single cotton bags, which were thicker and closer made than the gunny bags, and the rice arrived in America in perfect condition, but the plaintiff refused to accept it because it was not in double bags. It was proved that in New York rice in double bags was more saleable than rice in single bags, and that double bags were considered as essential for

(a) These deeds are liable to ad valorem duty: (See *Christie v. Commissioners of Inland Revenue*, L. Rep. 2 Ex. 46; and *Phillips v. Same*, *Ibid.* 399. Mr. Barry, however, in his work on Conveyancing, lays down a contrary rule, see p. 289.)

(a.) By THOMAS WILKINSON, Esq., Liverpool.

transit to the west. Held, that the mode of packing affected the quality and description of the thing sold, and therefore that the plaintiff was entitled to reject the rice: (*Makin v. The London Rice Mill Company*, 20 L. T. Rep. N. S. 705. C. P.)

LAW STUDENTS' JOURNAL.

ANSWERS TO THE FINAL EXAMINATION QUESTIONS.

TRINITY TERM 1869.—FIRST DAY.

I. PRELIMINARY.

Questions 1 to 5 inclusive.

II. COMMON AND STATUTE LAW AND PRACTICE OF THE COURTS. (a)

6. *Attachment of judgment debts.*—A judge may, upon the *ex parte* application of the judgment creditor, upon affidavit by himself or his attorney, stating that judgment has been obtained and is still unsatisfied, and to what amount, and that any other person (called the garnishee) is indebted to the judgment-debtor, and is within the jurisdiction, order that all debts owing from such third person to the judgment-debtor be attached to answer the judgment debt; and the garnishee may be ordered to appear and show cause why he should not pay the amount due from him to the judgment-debtor in satisfaction of the judgment. If the garnishee does not pay the amount, or dispute the debt, the judge may order execution to issue. If the garnishee disputes his liability, the judge orders a writ to issue to try the point: (See 17 & 18 Vict. c. 125, ss. 66, 67; Digest, 100, 5th edit.)

7. *Covenants.*—In respect of such covenants as run with the land; as a covenant to pay rent: (See *Spencer's case*, 1 Sm. L. C.; Digest 3, 5th edit.)

8. *Chose in action.*—This phrase is sometimes used to signify a right of bringing an action, and at others the thing itself which forms the subject-matter of that right. But it more properly includes the idea, both of the thing itself and of the right of action as annexed to it. Thus, money due on bond is a *chose in action*; for there is no possession till recovered by due course of law (Digest, 10, 163, 5th edit.)

9. *Distress.*—A distress for rent arrear must be made by day, and for this purpose day commences at sunrise, and ends at sunset: (*Tutton v. Darr*, 2 L. T. Rep. N. S. 361.) But a distress *damage feasant* may be made by night, lest the cattle should escape. The distress should be on the premises. An outer door cannot be broken open for this purpose. But when the party making the distress is in the house, an inner door may be broken open: (*Seymour's case*, 1 Sm. L. C. 38.) And where goods have been fraudulently removed and locked up to prevent a distress, the landlord may within thirty days after, by the assistance of the peace officer of the parish, and oath having been made before a justice, in case it is a dwelling-house, of a reasonable ground to suspect that such goods are concealed therein, break open, in the daytime, the place where the goods are. (11 Geo. 2. c. 19; 3 St. C. 362, 363, 5th edit.; Digest 117, 5th edit.)

10. *Recovery of specific chattels.*—Yes; detinue may be brought; and by the 19 & 20 Vict. c. 97, if there be a contract to deliver specific goods for a price, the jury may, by leave of the judge, at the trial, find what the goods are, what the plaintiff has to pay for the same; and by the leave of the court or judge execution may issue for the goods on payment of the price: (See Digest 40, 5th edit.)

11. *Lien.*—A lien is the right of retaining the possession of a chattel from the owner until a certain claim upon it is satisfied. A general lien is a right to detain a chattel until payment be made, not only for the particular articles, but for any balance that may be due on a general account in the same line of business; thus attorneys have a general lien on all papers in their hands belonging to their clients for their general costs. A particular lien is given to every person to whom a chattel has been delivered for the purpose of bestowing his labour upon it. Thus a tailor is not bound to deliver clothes which he has made until the price for making them be paid: (2 Steph. Com. 81. 4th edit.; Digest 9, 5th edit.)

If a vendor has a lien on goods for the price, this is not destroyed by the Statute of Limitations governing personal actions: (Digest 45, 5th edit.)

12. *Property—Loss.*—The loss of the first lot of 100 bales of cotton falls on the buyer; for as the parcel was ascertained and distinguished at the time of the contract, the property in the cotton passed to the buyer. But as to the 100 bales unselected and unascertained, the loss will fall on the vendor, for no property therein passed to the

buyer by the contract: (See *Blossam v. Saunders*, 4 B. & C. 948; *Tarling v. Baxter*, 6 B. & C. 360.)

13. *Contribution.*—Yes; the whole may be levied against one; but, if the action be founded on contract, he has a right to compel the other to contribute, though not if founded on tort, as a general rule: (*Merryweather v. Nison*, 2 Sm. L. C. 296; Digest, 42, 98, 5th edit.)

14. *Distress.*—Replevin is the usual remedy for an illegal distress, and, if no rent be due, trespass will lie, or the tenant may waive the trespass and bring case or trover for the value of the articles taken, or detinue for the things themselves. If some rent is due, case, and not replevin, is the proper remedy (Arch. L. & T. 230, *et seq.*, 2nd edit.); for if a man having a right to distrain for 5*l.* distrain for 500*l.*, a replevin, without making a sufficient tender before the impounding, is not the proper remedy: (Wood, L. & T. 794, 9th edit.; *Skate v. Reale*, 4 Jur. 766, 767.)

15. *Inspection of documents.*—Either party, on an affidavit of his belief that any document to the production of which he is entitled for the purposes of discovery or otherwise, is in the possession or power of the opposite party, may obtain an order that such party state, on affidavit what documents he has in his possession or power relating to the matters in dispute, and whether he objects to their production, and, if so, on what grounds, and such further order is then to be made as is just: (17 & 18 Vict. c. 125, s. 50; Sm. Act. 104, 9th edit.)

16. *Debts.*—(1) Reasonable funeral and testamentary expenses; (2) specialty debts and arrears of rent; (3) simple contract debts; (4) specific legacies; (5) general legacies: (Digest, 304, 5th edit.)

17. *Parties to sue.—Bankruptcy.*—The court may authorise the assignees to sue C. in their own name and that of the remaining partner (B.) for the price of the goods. But B. is to have notice of the application, and may oppose it; and if he claims no benefit in the matter, he is to be indemnified as to costs: (12 & 13 Vict. c. 106, s. 152.)

18. *Bill of exchange.*—The holder should present the bill for payment to the acceptor when due and payable, and in case of dishonour give notice thereof to the drawer: (See *Bickerdike v. Bolman*, Sm. L. C. vol. 2; Digest, 21, 5th edit.)

19. *Principal and agent.*—If the vendor at the time of the sale knew the principal and still elected to give credit to the agent, he cannot afterwards recover the value against the known principal. But if the principal be not known at the time of the sale to the agent, then, as a rule, either the agent or the principal may be sued: (*Paterson v. Gaudasequi*, Sm. L. C. vol. 2, Digest, 13, 5th edit.)

20. *Tender.*—No tender of part of an entire demand is invalid: (Chit. Cont. 711, 7th edit.)

III. CONVEYANCING.

21. *Settlement of realty.*—The real estate of the intended husband would be vested in trustees to the use of the husband for life, with an allowance for pin money for the wife, and a rentcharge or annuity by way of jointure if she should survive her husband. Subject to this, and to the payment of portions for younger children the realty is settled upon the first and other sons successively in tail, and then to the daughters as tenants in common in tail, with cross-remainders between the daughters, the ultimate limitation being to the husband in fee. The 10,000*l.* might be either given to the husband, or settled upon the younger children, as their portion, instead of making the portion a charge on the realty: (2 Prid. Conv. 237, 4th edit.; Digest 236, 5th edit.)

22. *Settlement of personalty.*—The property should be vested in trustees to pay the income to the wife for life for her sole and separate use without power of anticipation; and after her death upon trust for the husband until he become bankrupt, or made any charge or assignment thereof, or should die; and after the death of both, or death of wife and bankruptcy, &c., of husband, to the issue of the marriage as husband and wife or survivor should have appointed; and, in default of appointment, in trust for issue, &c.; and, in default of issue, to the next of kin of wife, or as she should appoint by will: (See Digest, 220, 221, 4th edit.; 235, 5th edit.)

23. *Farming lease.*—After the date, parties, demise, habendum and reddendum, follow reservations of timber, underwood, rights of entry, way, sporting, &c. Covenants by the tenant to pay rent and taxes; to keep in repair buildings, gates, hedges, watercourses, &c.; and to cultivate in a husbandlike manner; restrictions against converting pasture into tillage, or sowing or planting flax, &c., under penalty of an additional rent; and against selling or removing dung or compost; and against assigning or under-letting. Covenants to pay stated damages for waste, &c. Powers of re-entry for the landlord on bankruptcy or insolvency of the lessee, or on nonpayment of rent or breach of covenant. These are the ordinary terms, but special covenants are often requisite: (Digest, 175, 5th edit.)

24. *Lease—Forfeiture.*—Before 1859, a licence to break a covenant, as to part only of the property contained in a lease, extended to the whole; and, consequently, the subsequent assignment of the other part was no forfeiture; but by the 22 & 23 Vict. c. 35, s. 2, it is provided that a licence with respect to part only of the property demised, is not to destroy the right of re-entry as to the remainder of the property: (Langley's Trustee Acts, p. 6.)

25. *Lease—Executors.*—A lessee is liable, notwithstanding any assignment; but he usually requires the assignee to indemnify him against the rents and covenants. So his executor is liable as such to the extent of the assets; and formerly even after he had assigned the lease, and may even become personally liable. The 22 & 23 Vict. c. 35, however, now protects an executor (liable as such on the covenants in a lease of his testator) from further liability, if he has satisfied all claims in respect thereof due up to the time when he assigns it over to a purchaser, and has also set apart a sufficient fund to answer any future claim that may be made in respect of any fixed sum covenanted by the lessee to be laid out on the demised property, although the time for laying it out has not then arrived: (Sect. 27, Digest 177, 5th edit.)

26. *Search for incumbrances.*—Search should be made by the purchaser's solicitor, in the Common Pleas Registry Office, for judgment, *its pendens*, and Crown debts, for a period of five years back and for annuities (1 & 2 Vict. c. 110; 22 & 23 Vict. c. 35, s. 22; 18 Vict. c. 15); and if any judgment is found registered which was entered up after the 23rd July 1860, also for registered writs of execution for a period of three calendar months back (23 & 24 Vict. c. 38, ss. 1, 2). After five years have run from the 29th July 1864, it will not be necessary to search for judgments, only writs of execution. Where the property lies in Middlesex, Yorkshire, Kingston-upon-Hull, or the Bedford Levels, search must be made in the local register (2 to 7 Anne; 8 Geo. 2, c. 6). Search is also sometimes made for bankruptcy and insolvency: (See Sdg. Conc. V. 394, &c.; Digest, 215, 5th edit.)

27. *Will, &c.*—The solicitor should inform his client that as the will is framed only to pass personal estate, his intention of equally dividing his property between his two children will be defeated unless he alters his will so as to meet the new form of property acquired; for of course the newly-purchased realty would descend upon the son as heir-at-law, even before the conveyance was complete. But see and consider the 30 & 31 Vict. c. 69, s. 2, and *Piper v. Piper*, 2 L. T. Rep. N. S. 458, with reference to this question.

28. *Duties of solicitor as to insurance.*—Heshould inquire whether the house is insured against fire, and in what office, and to what amount; and if the premises are insured to a sufficient amount, he should wait upon the insurance company and obtain their consent to an assignment of the policy, for no assignment of it can be made without this consent. If the company decline to give their assent to the assignment a new insurance should be effected in a good office and for a sufficient sum: (See Will. P. P. 161, &c., 5th edit.)

29. *Estate tail.*—Assuming the word "reversion" in the question to mean remainder, and that the tenant for life is the protector of the settlement, such a disposition would create a base fee only: (see 3 & 4 Will. 4, c. 74, ss. 21, 22, 34); but after the death of the tenant of life the tenant in tail has power to enlarge the base fee into a fee simple absolute (s. 19) by a disposition under this Act (s. 41). The mortgagee should therefore get the tenant in tail when he creates the base fee by way of mortgage to enter into a covenant to enlarge the estate on the death of the tenant for life, to which may be added a policy of assurance upon the life of the tenant in tail which should be assigned by way of collateral security: (Hughes' Conv. 363.)

30. *Dower of widow.*—As to the freeholds of inheritance, the widow may, on the death of her husband, claim dower out of equitable as well as legal estates of inheritance in possession, excepting, of course, estates in joint tenancy; also out of lands to which the husband had a right merely. On the other hand, no widow is entitled to dower out of lands which have been absolutely disposed of by the husband in his lifetime, or by his will. And all partial debts, estates, &c., created by the husband, are effectual as against the widow's dower. The husband may also bar her right, either wholly or partially, by any declaration for that purpose made by him, by any deed, or by his will. As to the copyholds, the widow's freebench is regulated by the custom of the manor. She has no claim to dower out of leaseholds: (Digest 168, *et seq.*, 5th edit.; 1 St. C. 267, *et seq.*, 4th edit.)

31. *Descent among collaterals.*—The father being dead, and all his descendants having failed, the inheritance will next pass to the paternal grandfather of the purchaser, but he being dead, his issue must be exhausted; which being done, the issue of the paternal great grandfather of the purchaser next inherit. All the male paternal ancestors of the purchaser and their descendants having

(a) The questions are given *ante*, p. 134.

failed, the female paternal ancestors are sought out, and their heirs admitted. And it must be remembered that in this line the mother of a more remote male paternal ancestor and her heirs are admitted before the mother of a less remote ancestor, and her heirs. After the female paternal ancestors and their heirs comes the mother of the purchaser with respect to whom the same process is to be pursued as has before been described as to the purchaser's father. Her issue failing, the issue of the male maternal ancestor is taken in proper order; and lastly, the descendants of the female maternal ancestors inherit; and when these are resorted to the mother of a more remote male maternal ancestor and her heirs are taken before the mother of a less remote ancestor: (See the Table, Will. R. P. 102, 7th edit.)

32. *Perpetuities*.—This rule declares that property cannot be tied up for a longer period than a life or lives in being, and twenty-one years after, allowing a further period for gestation if it actually exists. If the limitation exceeds this period, it is void, and the property will fall into the residue, if one, unless it is the residue itself that is thus limited; in which case, or if there be no residuary gift, it descends to the heir-at-law of the testator: (See *Cadell v. Palmer*, Tud. L. C. C.; Digest, 253, 6th edit.)

33. *Scintilla juris*.—The doctrine of *scintilla juris* was a debated point, but the better opinion was, that if there were uses in *esse* and also contingent uses limited by the settlement, that no actual seisin remained in the seisinee to serve the contingent uses when they arose, but only a possibility of seisin or *scintilla juris*, to take effect when the contingent uses became vested: (See *Chudleigh's case*, Tud. L. C. C. 200.) This doctrine is now abolished, the 23 & 24 Vict. c. 38 providing that all uses, whether immediate, future or contingent, shall take effect as they arise by force of the seisin originally vested in the trustee to uses; and the continued existence in him of any seisin or *scintilla juris* shall not be necessary to give effect to future or contingent uses, &c.: (Sect. 7; Digest, 198, 5th edit.)

34. *Covenants*.—All the covenants contained in the original lease, save that as to renewal, for covenants for renewal, are construed more in favour of lessor than lessee: (Hughes Conv. 498.)

35. *Lease by tenant for life—Reversioner*.—Supposing the 19 & 20 Vict. c. 120, s. 32, does not apply, the lease of the tenant for life ends with his death, unless made under a power, so that the remainderman cannot by his own act confirm it. But in such a case acceptance of rent, as rent, by the remainderman, will be evidence of a new tenancy from year to year, so as to render a notice to quit necessary: (Arch. L. & T. 10, 2nd edit.) However, it must be remembered, that if the lease be of a farm at rack rent the tenant is to hold over until the end of his current year's tenancy, instead of taking emblements, and then quit without notice, and the remainderman is entitled to a fair proportion of the rent: (14 & 15 Vict. c. 25.)

ECCLESIASTICAL LAW.

NOTES OF NEW DECISIONS.

SEQUESTRATION—CLERGYMAN'S LIFE ESTATE.—A writ of sequestration may issue, although a partial levy has been made under a former writ. The clergyman having only a life estate in certain freehold rents, in consequence of which the sheriff could not make the usual return of *nulla bona*. (*Rabbitts v. Woodward*, 20 L. T. Rep. N. S. 693. V.C.J.)

CHURCH BUILDING ACTS—DEATH OF INCUMBENT—NOMINATION TO INCUMBENCY.—The church of the Holy Trinity, Hotwells, Bristol, was built in 1830 by subscription, under the provisions of 5 Geo. 4, c. 103. In April 1864 one of the three life trustees, who until that time had been duly elected as vacancies occurred under sect. 7, died, and the other two life trustees and Fowler, one of the plaintiffs in this action of *quare impedit*, were the only three surviving original subscribers of more than 50*l.* each. In April 1866 one of the said two surviving life trustees died, and in July of that year Fowler, not being aware that the other life trustee was alive, formally nominated himself life trustee upon notice given under sect. 7. In April 1867 the said last surviving trustee died; in Aug. 1867 the incumbency of the said church became vacant, and in the same month Fowler presented the co-plaintiff to the vacant incumbency. Although at the building of the church a pew was allotted to Fowler, he was not a pewowner or renter at either of the other dates mentioned. On the 5th Sept. 1867 Fowler gave notice a second time of a meeting to elect life trustees; on the 7th of the same month he became the owner of a pew; and on the 20th he again nomi-

nated himself life trustee, and immediately afterwards again presented the co-plaintiff to the incumbency. The incumbent of the parish, one of the defendants, had, however, before the last-mentioned date, presented one of his co-defendants to the incumbency, and the bishop of the diocese, the other co-defendant, inducted him accordingly. Held, upon a special case for the opinion of the court as to the validity of these two presentations, that Fowler did not become a life trustee by election either in 1866 or 1867: Held, also (per Brett, J.), that whilst Fowler was alive, although he was not an owner or renter of a pew, "all the subscribers entitled to elect trustees" mentioned in sect. 12 were not dead therefore the presentation by the incumbent of the parish was invalid: And that Fowler became a life trustee under sect. 8, upon the death of all but three subscribers of sums over 50*l.* in April 1864, and, therefore, the presentation of the co-plaintiff was valid: Held, however, by the majority of the court (Willes and Keating, JJ.), that the 8th section applied only to a case in which the original subscribers of 50*l.* each were limited to three: "that, all the subscribers entitled to elect trustees" in sect. 12, must refer to the qualification by pews as well as subscriptions, therefore the presentation by the incumbent of the parish was legal and valid, he being at that time the sole trustee: (*Fowler v. The Bishop of Gloucester*, 20 L. T. Rep. N. S. 706. C.P.)

PROSECUTION OF BISHOP COLENZO.—The Solicitor-General, Sir Roundell Palmer, and Dr. Deane, Q. C., have given an "opinion" on the subject of a prosecution of Dr. Colenso, Bishop of Natal, for unsoundness of teaching. The "query" put to them was—"Assuming that the present Bishop of Natal has been guilty of an ecclesiastical offence, what steps can be taken to bring him to trial, and before what tribunal?" After citing a variety of authorities, and examining the case in all its branches, the learned gentlemen agree in saying:—"We are, therefore, of opinion that no means at present exist for trying, before any tribunal competent to decide the question, whether or no Dr. Colenso, the present Bishop of Natal, has advocated doctrinal opinions not in accordance with the doctrines held by the Church of England; and assuming the present Bishop of Natal to have been guilty of an ecclesiastical offence, no steps can be taken to bring him, as such bishop, before any tribunal. We do not, however, think that upon the present materials it would be satisfactory or proper for us to enter upon the question whether if Dr. Colenso were present within the jurisdiction of an English ecclesiastical court, and were in this country to commit any offence against the laws ecclesiastical, he could or could not be proceeded against under the Church Discipline Act as a clerk in holy orders of the Church of England."

COUNTY COURTS.

BRECON COUNTY COURT.

(Before T. FALCONE, Esq., Judge.)

JENKINS v. MID WALES RAILWAY COMPANY.

Carriage of cattle by railway.

Bishop for the plaintiff; and Games for the defendant.

This was a jury case. The plaintiff sued for 25*l.* damages sustained by the non-carriage of some bullocks. By a general rule of the company, cattle are not carried by passenger trains, but notwithstanding this rule, cattle are occasionally so carried, and had been so carried for the plaintiff. On Friday, April 30, at about half past eight in the evening, the plaintiff informed the clerk at the Brecon station that he should want three cattle trucks for the 5.40 train on Saturday. The luggage or cattle train leaves at about two o'clock. The cattle were to arrive at four o'clock. There was, at that time, only one cattle truck at the Brecon station. The plaintiff was of opinion the clerk promised him to have other trucks at the time required, and the clerk represented that he promised to do his best. The clerk found it to be too late to procure an answer by the telegraph that night, and he sent a message for cattle trucks along the line by the first train the next morning. The cattle arrived at Brecon about four o'clock, but the two cattle trucks sent for were not forwarded. Ten of the cattle were sent in the cattle truck, at Brecon, by the 5.40 or passenger train, and sixteen bullocks were left there. These sixteen lost the Leominster fair, and were, by direction of the plaintiff, forwarded on Tuesday to the Hereford fair. The plaintiff sued for his loss on a difference of price at the two fairs, for the extra expenses he had incurred by delay, and the depre-

ciation in the value of the animals through their delay at Brecon.

His Honour held that there was no question for the jury. The company did not undertake to carry cattle by the passenger trains; on the contrary, cattle are not to be carried by such trains. The cattle had not arrived at Brecon when the ordinary two o'clock cattle train left, and the company had done nothing to induce the plaintiff to bring them at a later hour to the station. The rule that cattle are not to be carried by passenger trains is for the security of the public, and the plaintiff could not ask for damages because this rule was not disregarded in his favour—though on other occasions it might have been disregarded. In the case of *Bignell v. The London and South-Western Railway Company*, LAW TIMES, vol. xlvii, p. 45, the plaintiff, on the morning of the 21st March 1868, proceeded to a fair at Odiham, and told the station-master at Winchester he should want two trucks to take home cattle that afternoon. The station-master said he would do his best, and telegraphed for them. The plaintiff bought some cows and calves at the fair, and came with them to the station, and no trucks arriving, they were left there until Monday. The company, by their rule, required two days' notice to be given of an intention to send cattle from a station. The jury found that there was negligence, on the part of the railway company in not getting trucks, and in leaving the cattle exposed during the time of getting them. The Court of Queen's Bench, however, without calling on the counsel for the defendants, made absolute a rule for a new trial, on the ground that the railway company had done all in its power, and that there was no negligence on their part. In this case at Brecon, apart from the efforts made to procure trucks, the company could not have carried the cattle by the passenger train, except in violation of a rule the officials of the company were bound to observe, though occasionally neglected. There was, therefore, no legal obligation on the part of the company to carry by the 5.40 passenger train.

A nonsuit was directed to be entered.

OTLEY COUNTY COURT.

(Before Mr. W. T. S. DANIEL, Esq., Q.C., Judge.)

DOBSON v. HAINSWORTH AND ANOTHER.

Right of support to land—Excavation—Right of action.

Hartley conducted the case of the plaintiff, and Fawcett defended.

This action, said the JUDGE, was brought to recover 30*l.* as damages for injuries done to the property of the plaintiff under the following circumstances:—The plaintiff was the occupier as tenant under Butterfield, of property at Ilkley, including a coachhouse in which the plaintiff, a cab proprietor, kept his vehicles for hire. The defendants were the contractors for the erection of buildings on land belonging to Crichley, adjoining the land on which the coach-house stood. In execution of their contract the defendants excavated the soil on Crichley's land for the cellars of the intended buildings. After the excavation had been made, and in consequence of it, the intervening soil gave way, and the coach-house fell. Two carriages in the coach-house at the time it fell were broken and damaged, and for this injury the action was brought. The case was first tried before me at the March court, and upon the evidence then adduced it appeared that the coach-house had not been built twenty years, that the defendants had conducted their work with ordinary care and skill, and without negligence, and that but for the weight of the coach-house the soil would probably not have given way, and the injury to the plaintiff's land would not have happened. Upon this evidence the plaintiff was nonsuited. He afterwards brought the present action, which was tried before me at the last May court. The facts as established by the evidence then given are somewhat different from those which appeared in the former trial. On the present trial it was proved satisfactorily that the coach-house was originally built more than twenty years ago—namely, in 1841—but it was also proved that about ten years ago an adjoining building, in the occupation of Shoesmith, had been converted from a pig-stye into a shop, and for that purpose a new wall has been built upon the top of the pig-stye wall, and the ends of the new wall had been let into the wall of the gable end of the coach-house. The excavation extended along the side of the shop, and this shop first fell and brought with it the coach-house. It was also proved that the subsoil in which both the shop and coach-house stood was very loose—a sort of quicksand, a sandy, watery soil—and Crichley (who was called by the plaintiff) stated that in consequence of the unexpected quantity of water which came into the excavation from the plaintiff's and other property above, it was necessary to construct a new drain to carry off that water. It appeared also, as upon the former trial, that the defendants had acted

with ordinary skill and care, and without negligence. The defence was rested upon two grounds—1. That the burden of support required for the coach-house had been materially increased within twenty years, and that such increase had caused or had materially contributed to the accident. 2. That the defendants had acted merely as agents, and on behalf of Crichley, and that as they had not been guilty of any negligence, he alone was liable. It was also insisted that the damages claimed were excessive. I will first dispose of the second ground of defence. It was insisted that the absence of negligence in the defendants placed them in the position of innocent agents, lawfully acting as such for a known principal, and that the rule *respondent superior* would apply, and Crichley alone was responsible. The absence of negligence would, no doubt, remove this case from the influence of those authorities which have held contractors liable when being independently employed they or their workmen have been guilty of negligence: (*Reedie v. London and North-Western Railway Company*, 4 Ex. 244; *Knight v. Fox*, 5 Ex. 721; *Allan v. Haywood*, 7 Q. B. 960; *Rapson v. Cubitt*, 9 M. & W. 710; *Overton v. Freeman*, 11 C. B. 867.) Those cases establish the liability of the contractors in exoneration of the principal, but have no bearing upon the question of the liability of the principal in exoneration of the contractor. The law, I conceive to be that every person who does an act which directly causes injury to the property of another is personally liable to make compensation in damages to the party injured, whether he was acting for himself, or for, or on behalf, or for the benefit of another: (See *Addison on Wrong*, 160.) In *Stone v. Cartwright*, 6 T. R. 411, Lord Kenyon said, "I have always understood that the action must be brought against the hand committing the injury, or against the owner for whom the act was done." And in *Quarman v. Bennett*, 6 M. & W., Parke, B. delivering the judgment of the court, says: "The immediate cause of the injury is the negligence of the coachman. The question of law is whether any but the coachman is liable to the party injured; for the coachman undoubtedly is." In the present case the defendant personally made, or assisted in making, the excavations, and if that was a wrongful act, I am of opinion that whether Crichley would be liable or not, or would or not be liable to indemnify the defendants if they should be held liable, the rule *respondent superior* would not apply as between the defendants doing the wrong and the plaintiffs complaining of the wrong done. It therefore becomes necessary to consider and dispose of the first ground of defence; the substance of which is that the plaintiff has failed to show that the consequence of the excavation, though it caused loss to him, was a violation of any right which he possessed as against the defendants, they for this purpose being treated as possessing the rights of Crichley. What the defendants did was simply to dig a hole in Crichley's land—an act in itself lawful—and of which the plaintiff cannot complain, unless he can show that it injuriously affected a right of property to which he was entitled; and for this purpose he will be entitled to set up the rights of his landlord Butterfield. The right asserted is the right of lateral support from Crichley's land to the coach-house, and this right is based entirely upon twenty years' enjoyment. It appeared, as a fact in the case, that both properties had previously belonged to the same owner—Mr. Myddleton—and that both had been recently purchased at the same sale by auction, but the contracts and conveyances were not put in evidence on either side, and the case was left to be disposed of on the footing of the common law rights that would belong to contiguous owners—unaffected, on the one hand, by the question whether, as both properties had until recently belonged to the same owner, an easement could have been acquired, and on the other hand by the question whether Butterfield had acquired a right against Crichley which would prevent Crichley from doing any act on his own land, which should interfere with the enjoyment of Butterfield's property as it was actually conveyed to him by Myddleton. Treating the case, then, as depending exclusively on the common law rights of the respective parties, I am of opinion, upon the evidence, that within the last twenty years there has been a material increase of the burden of lateral support required for the coach-house, and I am led to the conclusion that this increase was material by the fact, elicited from the plaintiff's witnesses, that the shoemaker's shop first gave way, and appeared to bring the coach-house down with it. Whether the coach-house would have stood if the shop had not fallen, or had not been there, would be mere conjecture. The facts proved justified the conclusion that the attachment of the shop to the coach-house by means of the wall increased the burden on Crichley's land, and the easement relied upon by the plaintiff had therefore not been acquired: (*Gale on Easements*, 501, 4th edit.) There is also a circumstance which, although not made a distinct ground of defence, I think it right to notice,

having regard to the recent case of *Popplewell v. Hodgkinson*, decided in the Exchequer on the 20th June 1868, and affirmed in the Exchequer Chamber on the 15th May last. This case, as affirmed on appeal, establishes the proposition that an owner of land has no right at common law to the support of subterraneous water. A note of the case in the Exchequer Chamber will be found in the Weekly Notes of the 29th May; and a full report of the case will be contained in the next July part of the Law Reports, Common Law series:—and by the courtesy of the reporter, Mr. A. Charles, I am enabled to refer to the proof sheets of that report. In the judgment Lord Chief Justice Cockburn says, "Although there is no doubt that a man has no right to withdraw from his neighbour the support of adjacent soil, there is nothing at common law to prevent his draining that soil if for any reason it becomes necessary or convenient for him to do so." (See also *Richards v. Chasemore*, 7 H. of L. Cas. 349, and *Elliott v. North-Eastern Railway Company*, 10 H. of L. Cas. 353.) In this case, looking at the character of the soil on which the coach-house stood and the quantity of water which flowed from it into the excavation, rendering a drain necessary for the express purpose of carrying it off, it seems to me that the fall of the coach-house was attributable as much to the withdrawal of the water as to the effects of the increased burden created by the wall of the shop—at all events, the two things combined would amply account for the accident. Judgment will therefore be entered for the defendants with costs, and it becomes unnecessary to decide the amount of damages, but as the plaintiff will be at liberty to appeal, and my decision may be reversed, it may, should that happen, render further litigation unnecessary if I state upon the evidence I think the damages should be assessed at 20l. The plaintiff having, in my judgment, over estimated his loss of custom regard being had to the season of the year (November) when the accident happened, and the character of the carriages injured, which were for summer rather than winter use, and were not, in fact, sent back from the coachmaker repaired till the following spring. Objection was taken by the defendants to the form of the particulars not being sufficient; but I treat the particulars as amended so as to raise properly for decision the real question in controversy between the parties, according to the stat. 19 & 20 Vict. c. 108, s. 57; and if for the purpose of appeal, it becomes necessary that such amendment should be made, it will be made accordingly.

LIVERPOOL COUNTY COURT.

(Before Mr. Serjeant WHEELER.)

GOUGH v. CLARE.

Collision—Procedure in the County Court.

In this case the judge was assisted by Henry Cleaver Chapman, Esq., and Staff-Commander Niblett, R.N., nautical assessors.

It was an Admiralty suit instituted at the instance of Mr. Henry Gough, of Eastham, owner of the steamer *Eastham Fairy*, against Mr. Charles Leigh Clare, merchant, No. 11, Ramford-place, to recover the sum of 150l., damage done to the plaintiff's steamer in a collision with the brigantine *Cecil*, belonging to Mr. Clare.

T. H. James (instructed by Tyndall) appeared for the plaintiff; and

Potter (instructed by Evans and Lockett) for the defendant.

The facts are unimportant, but the judgment is worth recording.

Mr. Serjeant WHEELER said: There is no doubt that if the steam-tug did, as asserted by the defendants, starboard and steady with her head up the river, with a view to round the southern buoy, and so reach the crane, she would have been justified, and in that event it would have been the duty of the plaintiff's vessel—the *Eastham* steamer—to keep out of the way. But upon the evidence it is the opinion of the nautical assessors that the course thus indicated, and which ought in fact to have been taken, was not taken; and that, on the contrary, the plaintiff's steamer had properly ported her helm, the effect of which would have been to clear the tug, had the tug kept her course. Instead of doing this, however, the tug unaccountably starboarded, and so was the sole cause of the accident. In this opinion he entirely concurred, and therefore the verdict would be for the plaintiff. His Honour added that as this was the first instance in which nautical assessors had sat with him, he could not help remarking upon the great public advantage which the Legislature had secured for suitors by the aid thus given to the court. These nautical cases involved questions with which, from their very nature, the judges must be only imperfectly acquainted, and in which they must be very much "at sea" if they had not the benefit of the practical knowledge and matured experience of gentlemen like those now sitting to his right and left. In this instance

the two assessors had favoured him with their concurrent advice, and their opinions coincided with the conclusion he should himself have come to in the matter had the case been tried before him alone. There was one circumstance he also desired to mention, which was, he believed, without precedent perhaps in the English law. This suit was commenced on Saturday last, and, though contested with great earnestness and skill, it had within four days reached its end. He thought that upon this circumstance the judges had very great reason to congratulate, if not themselves, at least suitors, as it seemed to him to be an earnest of the great public ends which, under wise and prudent legislation, may be effected in the administration of justice.

Mr. James and Mr. Potter briefly thanked the judge and the assessors for the attention and patience with which they had listened to the case.

YORKSHIRE COUNTY COURT.

SMITH AND ANOTHER v. NORTH-EASTERN RAILWAY COMPANY.

Lien by railway company on goods in transitu.

In this case *Middleton*, of Leeds, appeared for the plaintiffs; and W. B. Richardson (of the firm of Richardson and Gutch, York), for the defendants.

The action was for the recovery of 21l. 19s. 3d., being the value of certain goods and chattels which the North-Eastern Railway Company had, it was alleged, wrongfully detained. From the statement of Mr. Middleton it appeared that the plaintiffs, Messrs. Smith and Verity, are wholesale ironmongers, carrying on business at Leeds. Mr. Verity acted occasionally for the firm as traveller, and in the course of his journey was in October of last year at Willington. He waited upon Mr. John Rogers, who was at the time engaged in building operations, and solicited an order. The gentleman named accordingly gave an order for 112lb. sash weights, 300 other sash weights, and various other articles, for the value of which the present action was brought. The contract as to these goods was a merely verbal one, and on Mr. Verity's return to Leeds he immediately prepared to execute the order. A little delay occurred through the plaintiffs' stock not containing some of the articles required; but in the course of a short time the whole of the goods were consigned to Mr. Rogers, at Willington, the carriages having been paid by Messrs. Smith and Verity. The articles in question arrived at Willington, but the North-Eastern Railway Company took no steps to deliver them to Rogers, but detained them on account of a debt of 7l. 10s. 9d. due to them for goods previously carried. The company alleged that they had a lien upon them, under the 97th section of the Railway Clauses Act, which provides that if on demand any person fail to pay tolls it shall be lawful to detain and sell the goods carried, or if the same shall have been removed from the premises to sell the articles in question, and out of the money arising from such sale to retain the unpaid amount, the overplus to be returned or be recoverable by action-at-law. Acting in pursuance of this section the North-Eastern Railway Company considered they were entitled to detain the goods forwarded to Mr. Rogers in payment of the balance due to them. They, therefore, appended to the advice note the statement that he could have the goods delivered to him on discharging the unpaid carriage account. Since this time Mr. Rogers had made an assignment for the benefit of his creditors, and as last November he was not in very good circumstances and could not obtain these articles from the railway company, he wrote to the plaintiffs and stated that he had better take the goods back. Steps with this object in view were accordingly taken; correspondence ensued, which was read in court, but the North-Eastern Company strenuously refused to surrender the articles till the account of Rogers should be settled.

Middleton then proceeded to argue that the goods being consigned to John Rogers, there was in reality no acceptance on his part until he received them, which he never did. The goods never left the railway *in transitu*, but were detained as a lien, and the whole question turned on the point whether the goods had passed to Mr. Rogers. This, on behalf of the plaintiffs, he denied, and impugned the legality of their retention. Some of the goods were only consigned to Mr. Rogers as the bailee of them, they having been ordered by other parties at Willington. The railway company were therefore in the transaction the agents of the plaintiffs, who had pre-paid them for the carriage of the goods.

Mr. Verity was then called in support of the above statement, but he had not proceeded far in his evidence before his Honour refused to take it any further, on the ground that it was his (the judge's) opinion that the goods in question had really passed from the plaintiffs to Mr. Rogers, and that being the case the railway company had a right to detain them in discharge of their account against

Rogers. The plaintiffs were accordingly nonsuited.

Middleton thereupon gave notice that he should appeal against the decision of the judge, as being opposed to the law as laid down in the various cases he had cited.

TALLYMEN.—Some startling evidence as to the evils of the tally system was given at the close of the month by Mr. McMahon in the House of Commons. The hon. member moved to add to a clause in the Imprisonment for Debt Bill words prohibiting County Court judges from sending debtors to prison in respect of a sum not exceeding 20s. exclusive of costs. He remarked that his attention was directed to this subject about ten years ago by the governor of Stafford gaol, who sent him a return of the persons committed to that gaol by the County Court judges between April 1867 and April 1869. They were 1207 in number, and their maintenance cost the county 7s. per week for each prisoner, amounting in the aggregate to 1412l. Of these 1207 prisoners, 50 were committed for debts under 10s., 255 for debts under 11., and 326 for debts under 21. He might add that 140 of them had been committed at the instance of a tallyman, of which number 25 owed less than 10s., 59 less than 11., 44 less than 21., and 12 less than 31. The cost to the county in respect to these 140 prisoners was 1361.; and the same tallyman had got 63 County Court debtors committed to gaol in Worcestershire in the course of the same two years.—*County Courts Chronicle* for July.

BANKRUPTCY LAW.

NOTES OF NEW DECISIONS.

BANKRUPTCY — ANNUITY — UNJUSTIFIABLE EXTRAVAGANCE.—The bankrupt's income consisted of an annuity to be paid to him and his wife and children, at the uncontrolled discretion of the trustees under his father's will. The bankrupt had anticipated his income by nearly one year's receipts. Since the bankruptcy, the annuity was paid to the bankrupt's wife. At the time that the bankrupt had no income to receive, he incurred debts exceeding in amount the realisable value of his property: Held, that the debts were contracted without reasonable expectation of payment. At the same time, the debts for household expenses all remained unpaid: Held, that the bankrupt had been guilty of unjustifiable extravagance in living. The order of discharge was granted, subject to a condition that the bankrupt should pay an annual sum to the official assignee until 10s. in the pound had been paid to the creditors: (*Re Lambert*, 20 L. T. Rep. N. S. 715. Bank.)

NEWCASTLE BANKRUPTCY COURT.

Wednesday, May 26.

(Before Mr. Commissioner ABRAMALL.)

Re RALPH BLACKETT.

The rule as to advertising meetings.

Ingledeu, who represented the assignees, said that bankrupt, who had been adjourned *sine die* on the 23rd March, had given notice of his intention to apply for his discharge. The notice, however, had been advertised only in the *Gazette* and one local paper, whereas the rule required that it should be published in two local papers. The matter would have consequently to be adjourned.

HIS HONOUR: Did he not file any accounts?

Ingledeu replied that bankrupt had not done so. He had no estate whatever; he was very confused in his ideas, and he (*Ingledeu*) could get no information from him. There had been some arbitration, but he could not get at the bottom of the business.

Bankrupt (in reply to *Ingledeu*) said he had advertised in one local paper, thinking that to be sufficient.

HIS HONOUR observed that it was necessary to advertise in the *Gazette* and in two local papers fourteen days before the day of meeting.

Ingledeu thought that the accounts not having been filed, was a sufficient reason for the matter being further adjourned.

HIS HONOUR.—It must be adjourned *sine die*. He would, however, give bankrupt protection.

Ingledeu said he had no objection, and added that Mr. Loekey Harle had formerly appeared for bankrupt, and that, though he had received 300l. from him, he now appeared to have deserted him.

HIS HONOUR asked how that was.

Bankrupt (in reply to *Ingledeu*) said that he possessed two ships, the last of which he sold in September for 750l. 400l. went to the mortgagee, and the residue was placed in the hands of Mr. Loekey Harle.

HIS HONOUR.—How has he applied it?

Bankrupt said it was intended to pay the colliery rental. A guarantee was given, but Mr. Harle

had applied the 300l. to the reduction of his own account.

Ingledeu wished Mr. Harle to give some account.

HIS HONOUR.—How was it the money was not paid to the assignee?

Ingledeu.—It was immediately preceding the bankruptcy.

T. Hoyle shortly afterwards stated that the bankrupt had asked him to apply to his Honour to appoint a day instead of adjourning the matter *sine die*. The omission to properly advertise the meeting had been the result of ignorance. If he were again adjourned indefinitely, the advertising in the *Gazette* would be useless. If another day were fixed bankrupt could comply with the rule by advertising in the local papers. Bankrupt was badly off, and no benefit would result to anybody from putting him to inconvenience and loss.

HIS HONOUR was not sure whether he had the power to do as requested; he imagined that all the advertising must be repeated.

Hoyle assured his Honour that on different occasions meetings had been adjourned for the purpose of advertising in the local papers only.

HIS HONOUR reminded Mr. Hoyle that if a new meeting were advertised in the local papers it would not be the same meeting that had been advertised in the *Gazette*.

Hoyle submitted that all who were informed of the meeting through the *Gazette* would have been present, if they had seen fit, either to examine bankrupt or to prove their debts. If any such had been present they would have been made aware of the omission, and have learned the day his Honour might fix. Only for the information of those locally interested was it necessary to advertise in the local papers, and if that were now done no party would be prejudiced.

Ingledeu intimated that he had no objection to that course, and the matter was adjourned till the 29th June with his Honour's consent.

IMPRISONMENT FOR DEBT AND BANKRUPTCY.

Mr. J. W. Harden has published the following remarks upon the Bills now before Parliament:—

1. As to imprisonment. The 5th section of the Imprisonment for Debt Bill appears to me to be a gratuitous insult to the judges of the County Courts, insinuating, as it does, that they are in the habit of allowing their subordinates to issue warrants of commitment—a slander too gross to need any denial.

2. The same section modifies the 99th and 101st sections of the 9 & 10 Vict. c. 95, by depriving the judges of County Courts of all power of dealing summarily with cases when it is clearly proved that goods or credit were obtained by "false pretences," "fraud," or "breach of trust;" a power which is very seldom exercised, but the mere existence of which is salutary, and which has never been abused.

3. The Imprisonment for Debt Bill proposes to repeal the Absconding Debtors' Act (14 & 15 Vict. c. 52), and if it pass, all the members of the "Long Firm" and all the swindlers in England may walk on board our foreign steamers at noonday, accompanied by a band of music, if they please, playing the "Rogue's March," for then, no power can stop them for debts under 50l., and for debts above that amount, all the difficulties which led to the passing of the Absconding Debtors' Act, will be reimposed.

4. The 11th section of the Bill seems to have been devised to prevent people from visiting the Continent, for if it pass, anyone who has the misfortune to be declared bankrupt, or to be forced into "liquidation," within four months of his going abroad, will, without any proof of fraudulent or dishonest intention on his part, be *prima facie* guilty of felony, and bound to prove his own innocence, under the penalty of five years' penal servitude.

5. As to bankruptcy—It is proposed to place the metropolitan districts under a different system of administration from Liverpool, Manchester, Birmingham, and other large towns, and exceptional legislation is always objectionable. The judges of the County Courts of Marylebone, Shoreditch, Southwark, &c., have in some respects less work already than their provincial brethren; but what is good enough for Bristol, e.g., can hardly be unfit for Lambeth, and I should deprecate the introduction of needless distinctions.

6. While the administration of bankruptcy law is to be taken from the Commissioners of Bankruptcy, and added to the already onerous duties of the County Court judges, with the exception of eleven, it is proposed that the duties of those eleven shall be performed, not as at present by those who thoroughly understand the work, but by a high functionary, who probably was never in a bankruptcy court in his life, who knows nothing about it, and to whom, no doubt, the duties would be most distasteful.

7. The decisions of forty-nine County Court judges, all of whom have had some, and many of whom have had a very great, experience in bankruptcy, are to be subject to appeal to a judge whose functions are, in the main, similar to and co-equal with their own, and who confessedly knew nothing of bankruptcy until he was transplanted from a congenial soil to displace a more experienced, and (*in that department of the law*) an abler man than himself, who was content to do the work for less than half the salary, instead of being pensioned off in the prime of life and on full pay.

8. The Lords Justices form an unexceptionable Court of Appeal, and ought to be the only Court of Appeal in Bankruptcy. The proposed Chief Judge would be, in my opinion, as useless as the Court of Review, with its chief and three puisne judges, which was established by Lord Brougham in 1831, and is now almost forgotten. Chancellors have crochets like other men, and the proposed Chief Judge in Bankruptcy is one of them.

9. It is proposed that bankrupts shall be entitled to their discharge as of right, when they have paid 10s. in the pound, but not till then. Many a knave who morally ought not to have his discharge until he has paid 20s. in the pound with interest, can manage to raise 10s., and simply rob his creditors of the other 10s.; and many an honest but unfortunate man may not be able to raise 3s., but may have one or two vindictive creditors who insist upon their pound of flesh, and surely 10s. or any other "hard and fast" line is a mistake.

10. If the number of proceedings be a criterion, seven-eighths of the common law litigation of the country is now absorbed by the County Courts, for by the last returns the number of plaintiffs in the County Courts was 941,877, while the writs of summons in all the Superior Courts only numbered 127,221; in the latter one unhappy defendant in every 14½ was dragged to prison simply for not paying, whether he could pay or not, while in the County Courts no one was sent to prison when he could not pay, and only one in 112½ who could pay, was obstinate enough to go to prison rather than pay. The abolition of writs of *capias* in the Superior Courts knocks away the last relic of those barbarous times when a man and his wife and children, and all that he had, were liable to be sold to pay his debts, but it creates a break in the system which has existed for centuries, and will doubtless require new machinery or adaptation to supply its place; and that machinery, I would submit, could best be supplied by our local courts. Mr. Norwood has given notice of an important amendment in that direction, to which I would invite the support of all advocates for cheap, speedy, and effectual justice. J. W. HARDEN.

CORRESPONDENCE OF THE PROFESSION.

[NOTE.—This department of the LAW TIMES being open to free discussion on all professional topics, the Editor is not responsible for any opinions or statements contained in it.]

COPIES OF DOCUMENTS.—Will you kindly inform me why 6d. per folio for office copies of documents is exacted by the common law officers, and why such office copies are written in a manner which solicitors would not tolerate from their office boys? B.

BANKRUPTCY—NOTICE OF MEETING.—I shall be obliged if any of your readers will inform me if there is any clause in the new Bankruptcy Bill applicable to the following case. A client of mine has just lost a dividend of 15s. in the pound in an estate in bankruptcy because he did not prove his debt in time; and when he complained that he had not been notified of its being necessary, he was told it was published in the *London Gazette*, and some other local papers, which he did not happen to see. He contends, and I think very rightly so, that it would be far preferable if the advertisements in the *London Gazette* and local papers were dispensed with, and in lieu thereof a circular should be sent by post to each creditor, giving them the most direct information as to when and where the dividend would be payable. W. W. G.

MANAGING CLERKS IN THE COUNTY COURTS AND MAGISTRATES' COURTS.—In making the remarks I did on the above subject, in connection with the case of *Holland v. Standring*, reported in the LAW TIMES of the 27th March last and which remarks appeared in your journal of the 12th ult., I had no intention of exciting the ill-feeling of anybody, and much less of subjecting myself to abuse. My sole object was to call the attention of the Profession to a question of practical importance, in order that the same might be generally and beneficially considered and discussed, with a view to its alteration and amendment. As I think it very improper to make the

columns of a public journal the medium of private discussion, I shall make no comment whatever upon "A. B. C.'s" remarks contained in the last LAW TIMES, but leave the Profession to form their own opinion upon *meum et suum*.

W. H. F.

BANKRUPTCY PRACTICE—AFFIDAVIT OF EXECUTION OF LETTER OF ATTORNEY.—I tendered a letter of attorney the other day in one of the district courts of bankruptcy, when it was objected to by another solicitor, who wished to carry the choice on the ground that there was no affidavit verifying the execution of it. The point was referred to the registrar, who appealed to the commissioner on the subject. The commissioner ordered the question to be argued before him at the next sitting. This has been done; but the commissioner has taken time to consider his decision, being still in doubt. My contention is, that sect. 116 of the Bankruptcy Act 1861, coupled with the rule made thereunder (10th General Order), and schedule 19 giving form of letter of attorney without any affidavit verifying execution, shows that no such affidavit is now necessary. As a matter of practice, the London courts of bankruptcy, and some of the district courts, do not, I believe, require any such affidavit. However, I should be glad to hear from any of your readers whether the point has been raised in their practice, and how it has been decided. I should be glad to be referred to any reported case on the subject. The point is one of considerable importance in the choice of assignees. The contention on the other side is, that sect. 139 of the Bankruptcy Act 1849, which requires an affidavit of execution, is still in force, not having been either expressly or impliedly repealed by sect. 116 of the Act of 1861. J.

NOTES AND QUERIES ON POINTS OF PRACTICE.

(N.B.—None are inserted unless the name and address of the writers are sent, not necessarily for publication, but as a guarantee for bona fides.)

Queries.

44. APPOINTMENT OF NEW TRUSTEES—EXERCISE OF POWER.—A testator, by his will, devised his real estate upon certain trusts therein contained, and declared that in case his trustees (A. and B.) or either of them should die in his lifetime or should renounce the execution of the trusts thereby created, or in case they or any trustee or trustee to be appointed as thereafter mentioned should go to reside beyond the seas, or be desirous to be discharged from, or neglect, or refuse, or become incapable to act in the trusts thereby created, then and in every such case it should be lawful for the surviving or continuing trustee, or the executors or administrators of the last surviving trustee as his or their own discretion, to appoint any fit person or persons to be a trustee or trustees in the place of the trustee or trustees so dying, &c.; and that upon every such appointment all and singular the trust estate and effects should be conveyed and assigned so, and in such manner that the same might be effectually vested in such new trustees or trustee jointly with the surviving or continuing trustee, or solely as the case might require upon, and for the trusts of the will or such of them as should then be subsisting or capable of taking effect, and that all and every such new trustees or trustee should and might thenceforth act in the management and execution of the aforesaid trusts as fully and effectually in all respects as if they or he had been thereby appointed trustees or trustee of that his will. "And testator declared that the receipt of his said trustees or trustee for the time being should be good discharges, &c." Upon the death of the testator, probate of his will was granted to B., A. having renounced, and subsequently died. Soon after the death of A., B. by deed, as if in exercise of the power given him by the will, appoints D. alone for a trustee in his stead, and thereupon renounces. The testator's estate is now about to be sold for the benefit of the parties beneficially entitled, and the question I now would submit for the opinion of some of the numerous correspondents of the LAW TIMES, is whether the above-mentioned power was rightly exercised by B.'s appointing but one trustee in his stead upon his retirement; and whether D. has a good right and title to sell? QUERIST.

45. COMMON LAW COMMISSIONERSHIP.—Can a country practitioner be appointed a commissioner to take affidavits in one of the Superior Courts at Westminster (say the Queen's Bench) alone, without being compelled to take out his commissions in the Common Pleas and Exchequer of Pleas? Will "M. E. S.," or any other reader of the LAW TIMES, kindly furnish me with an answer to the foregoing query? A SOLICITOR.

46. LEGACY DUTIES—REAL ESTATE DIRECTED TO BE SOLD.—A testator has given his real and personal estate to trustees upon trust to sell and pay annual income of proceeds to widow for life. It is not intended to sell realty, but to let the widow receive the rents. 36 Geo. 3, c. 53, s. 42, provides for personalty not reduced into money; but the value of testator's freeholds may not be the same as at the death of his widow. No duty is payable until the latter event happens, although the office has asked for accounts. Will anyone kindly say how I am to return the accounts as to the above freeholds? LEX.

47. COUNTY COURT—BILL OF EXCHANGE—SUMMONS.—Can a summons be issued for amount due on a bill of exchange for goods sold and delivered, under sect. 3 30 & 31 Vict. c. 142? Also, is the registrar justified in

asking for duplicate of affidavit grounding application for summons, under the same section? If any of your numerous readers could enlighten me as to the above, they would oblige. A SUBSCRIBER'S CLERK.

29th June 1869.

48. LEGACY DUTY—CONTINGENT LEGACY.—A. having in his lifetime rendered his estate contingently liable for a sum of 2000*l.*, or some portion thereof, by his will directed his trustees to set apart 2000*l.* to meet such liability. And until the happening of the contingent event, he directed them to pay the income of the said sum to B. for life, with remainder to B.'s children, and after the happening of such event, in case his estate should not be called upon to pay the whole or any part of such sum, the income thereof, or such part thereof as should not be required, was still to go to B. for life (if living), and the capital (either immediately or on B.'s death, as case might be) unto and equally amongst B.'s children absolutely. The contingency is still in abeyance. The stamp-office require duty paying on such contingent legacy on the passing of the residuary account. Hudson's Treatise on Legacy Duties furnishes no instance of the kind. Will any of your able correspondents say how duty is to be paid, and what deductions from the capital should be made to meet the contingency? P.

Answers.

(Q. 30.) **APPRENTICESHIP.**—Would you allow me to call the attention of "W. H. J." to the following decision given in the Court of Queen's Bench by Chief Justice Cockburn: (See 13 L. T. Rep. N. S. 180.) "If an apprentice wishes to disaffirm his apprenticeship, upon arriving at twenty-one years, he must do so within a reasonable time." I may add that it is the opinion of many professional gentlemen that the law is not altered in this respect, and that the definition of the word "employed," in the Master and Servants Act, is intended to include those cases where persons, not being apprentices, and under the age of twenty-one years, contract with the employer to perform certain work by the week, &c., and leave without giving proper notice, or fulfilling the said contract, but that both they and apprentices must enter into a fresh contract upon arriving at twenty-one years, not being bound to serve under the original one, otherwise the employer might take advantage of the ignorance of the infant, and at an early age induce him to enter into a contract for an indefinite period. Perhaps some of your other correspondents would favour us with their views on this subject. G. J.

(Q. 31.) **JUSTICES' CLERKS.**—The magistrates are only bound to appoint a suitable person who need not be an attorney. Recently, two gentlemen were appointed clerks to the Liverpool borough magistrates, neither being attorneys. There are two clerks in Huddersfield to the county magistrates, only one of whom is an attorney. At the Mansion-house in London the well-known Mr. Oke is not an attorney. W. E. B.

(Q. 32.) **CONVEYANCING.**—In a precisely similar case to the one submitted by "A. T.," counsel advised as follows: "I do not consider the omission of the mortgages to execute the mortgage material. It would be assumed to have been drawn pursuant to their directions, and the clause making the receipt of the survivor a discharge for the principal and interest secured, would be binding on the personal representatives of the deceased mortgagee." I. P.

(Q. 34.) **BANKRUPTCY—FRAUDULENT PREFERENCE.**—I have not the full report of the case at hand at the time of answering this query, but I believe "A. Subscriber" will find an answer to his inquiry with the latest authorities in the case of *Martin v. Williams*, 30 L. T. Rep. N. S. 350. W. H. F.

(Q. 35.) **DEATH—PROOF OF.**—In the case of *Leach v. Leach*, 13 L. J. N. S. 123 the grant of letters of administration and copy of an entry in the registry of the death of an individual was held not sufficient evidence of the fact, but an affidavit of his death was required. But in a subsequent case it was held that the certificate of the district registrar was sufficient evidence of a person's death: (*Traill v. Kibblichite*, 10 Jur. 107.) W. H. F.

(Q. 36.) **MORTGAGE—POWER OF SALE.**—This query is not very clearly stated, but I hope the following references will be sufficient for "P.'s" guidance. Where notice to a mortgagor is required, a clause that a purchaser should not be required to ascertain that notice had been given, and that the mortgagee's receipt should be a sufficient discharge, does not apply to a case where the purchase is made with actual knowledge that such notice has not been given: (*Parkinson v. Hanbury*, 1 Drew. & Sm. 143). And in a more recent case it was held that, notwithstanding a provision relieving the purchaser from the obligation to inquire; yet, if circumstances should come to his knowledge calculated to raise a doubt as to the propriety of the sale he becomes a party to such conduct, and the sale will under such circumstances be set aside: (*Jenkins v. Jones*, 8 W. R. 270, V. C. S.; *Barry's Conveyancing*, 256.) W. H. F.

(Q. 37.) **TRANSIT BY RAILWAY.**—The proper person to sue as plaintiff on the contract is B., in whom the property was vested when abstracted. The consignee is usually the proper plaintiff, because delivering of goods to the carrier commonly vests the property in him: (*Dunlop v. Lambert*, 6 Cl. & Fin. 60; *Daves v. Sack*, 8 T. R. 330.) But if there is a special contract between A. and the railway company, A. must be the plaintiff, and the ownership is immaterial. If the hamper, containing wines and spirits, were sent on approval, the consignment not thereby changing the property, A. should sue: (*Stearns v. Shepherd*, 1 M. & Rob. 223.) In a question whether consignee or consignee should sue, the answer (in the absence of any special contract) depends upon the inquiry whether the carrier was selected by, or by authority of, the consignee, or was the selected agent of the consignor: (*Coats v. Chaplin*, 3 Q. B. 493.) In some cases it is probable that either party might sue: (*Crouch v. Great Northern Railway Company*, 11 Ex. 743; 25 L. J. 137.) W. W. Manchester.

(Q. 39.) **WILL.**—By 1 Vict. c. 26, s. 7, no will made by any person under the age of twenty-one years shall be valid; beside which, a *feme covert* is incapable of making a will except of such property as may be settled to her separate use, or over which a disposing power is expressly given to her, notwithstanding her coverture, by the instrument through which the interest is derived: (*Allnutt's Practice*, 4th edit., p. 4.) W. H. F.

(Q. 40.) **COMMON CARRIER—RIGHT TO REFUSE PARCEL WITHOUT THE FEE FOR BOOKING.**—If a common carrier demand a certain sum for booking, and refuse to take charge of goods unless such sum be paid, he is not liable to an action if they are left without being paid for, and are lost: (*J. Jackson, Peake's Add. Cas. 185*.) If goods are tendered to a common carrier for conveyance, he may refuse to accept them for that purpose, unless the person tendering the goods is then ready and offers to pay a reasonable reward for their carriage. Manchester. W. W.

(Q. 41.) **MARRIED WOMAN—REAL PROPERTY.**—This is certainly a peculiar case, but I am decidedly of opinion that the child in question would legally be considered as the child of the present husband, and would undoubtedly bear his name, and therefore not be entitled to share as parcener with the other daughter. The law regarding a child *en ventre sa mere* will not hold good in the event of the mother marrying again before the birth of such child. W. H. F.

(Q. 43.) **MARRIED WOMAN—ACKNOWLEDGMENT.**—I can see no necessity for any acknowledgment by A. B. in this case, or even that she should be made a party to the assignment. "A chattel real which the wife separately owns, rests in the husband, not absolutely, but *sub modo*. Thus the husband is possessed of the wife's term for years in her right, and hence he is entitled to receive the rents and profits of it. He may also sell, surrender in deed or in law, or dispose of it during the coverture, so that even if the wife survived she will have no right to it, unless it is reversionary, and could by no possibility be reduced into possession during the coverture: (*Smith's Comp.*, 3rd edit. p. 1084.) W. H. F.

LEGAL NEWS.

CRIME IN NEW YORK.—The *New York Times* publishes an "exhibit" of all the business done in the Court of Oyer and Terminer and the Court of General Sessions during the year 1868. The following is a "comparative recapitulation":—

Offences.	Arrested.	Disposed of in the courts.	Unaccounted for.
Assault, felonious	712	24	688
Arson	65	2	63
Bigamy	13	1	12
Burglary	630	154	476
Forgery	113	24	89
Larceny, grand	2413	347	2066
Murder	78	15	63
Picking pockets	303	24	279
Receiving stolen goods	255	3	252
Robbery	130	11	119

The same journal remarks that no facts have been lately given to the public so freighted with concern to the whole community as those embodied in these tables, and the public interest seems to require explicit answer as to what has become of the great army of arrested criminals left totally unaccounted for by the records. Where are the 63 murderers and the 688 ruffians who sought to be such? Where are the 63 incendiaries, the 12 bigamists, the 476 burglars, the 89 forgers, the 2066 thieves, the 279 pickpockets, the 252 receivers of stolen goods, and the 119 robbers? These are questions for the authorities to consider, and until they are satisfactorily answered it is apparent that there is great remissness somewhere. Either the police are constantly making large numbers of the most unwarranted arrests, or they and the judicial authorities are continually and unblushingly engaged in compounding felonies. Either state of facts is sufficiently disgraceful to the city, and the only people with good reason to be content are the criminals, who can from these tables calculate how remote are the chances that their crimes will ever meet with due punishment.

WILLS AND BEQUESTS.—The will of Robert Keeley, Esq., of Pelham-crescent, Brompton, the eminent comedian, has been proved in the London Court under 18,000*l.* personality, by his relict, Mary Anne Keeley, the surviving executor, the other executor appointed was Thomas Frost Goward, Esq., of North-end Lodge, Waltham-green (since deceased). The will is dated Dec. 11, 1867, and the testator died Feb. 3 last, aged 76. He bequeaths to his wife all his furniture, plate, wines, and other household effects absolutely, and leaves her a life interest in his estates, real and personal. He leaves to his granddaughter, Jessie Williams, on the decease of his wife, his Oriental Bank shares; and to his wife's sister, Mrs. Eliza Hulse, an annuity of 30*l.* The residue of his property is to be ultimately divided between his two daughters, Mary, the widow of the late Albert Smith, and Louise, wife of Montagu Williams, barrister-at-law, for the lives of his two daughters, and after their decease, to their children.

THE GAZETTES.

Professional Partnership Dissolved.

Gazette, June 18.

DUBOIS, FRED. THOS., and MAYNARD, M., attorneys and solicitors, Church-passage, Gresham-st. May 22. Debts by Dubois.

Bankrupts.

Gazette, June 25.

To surrender at the Bankrupts' Court, Basinghall-street.

AMBLER, EDWARD, editor, Westbury-ter, Westbourne-sq. Pet. June 22. O. A. Paget. Sol. Holmes, Finsbury-pl. south. Sur. July 7.

BEARD, RICHARD, jun., manufacturer, Park-rd. and North-rd., Chatham. Pet. June 21. Reg. Murray. O. A. Parkyns. Sol. Hewitt, Nicholas-la. Sur. July 5.

BELLHOUSE, BENJAMIN, carpenter, Crozier-ter, High-st., Homerton. Pet. June 18. Reg. Pepps. O. A. Graham. Sol. Beard, Basinghall-st. Sur. July 8.

BURDITT, WILLIAM, saddler, Gray-st., Manchester-sq. Pet. June 15. O. A. Paget. Sol. Lomax, Old Broad-st. Sur. July 7.

CAVERLEY, JOHN, commission agent, Barnes. Pet. June 23. Reg. Murray. O. A. Parkyns. Sol. Price, Serjeants'-inn, Fleet-st. Sur. July 5.

CASTLE, THOMAS, carpenter, Grove-rd., Forest-hill. Pet. June 21. Reg. Murray. O. A. Parkyns. Sol. Marshall, Lincoln's-inn-fds. Sur. July 5.

CHINNERY, HENRY, retailer of beer, Sheffield. Pet. June 17. Reg. Pepps. O. A. Graham. Sol. Preston, Basinghall-st. Sur. July 5.

CLAPMAN, JOHN, victualler, Evelyn-st., Deptford, and Brunswick-ter, the Mall, Kensington. Pet. June 22. Reg. Pepps. O. A. Graham. Sol. Holmes, Fenchurch-st. Sur. July 15.

CLARE, JOHN, victualler, Rye-la, Peckham. Pet. June 21. Reg. Pepps. O. A. Graham. Sol. Lawrence, Flems, and Co., Old Jewry-chambers. Sur. July 15.

CLARE, ROBERT, cab proprietor, Westbourne-pk-villa-mews, and Westbourne-pk-rd. Pet. June 21. Reg. Pepps. O. A. Graham. Sol. Neal, Finner's-hall, Old Broad-st. Sur. July 8.

COOK, WILLIAM, builder, Acton. Pet. June 18. O. A. Paget. Sur. July 14.

CROSSMAN, GRAUFORD, gentleman, Fulham. Pet. June 23. Reg. Murray. O. A. Parkyns. Sols. Dixon and Tempny, Bedford-rd. Sur. July 5.

DILL, JOSEPH FRAMPTON, egg merchant, Gravel-la, Southwark. Pet. June 22. Reg. Pepps. O. A. Graham. Sol. Nodley, Trinity-st, Southwark. Sur. July 15.

EKE, JONATHAN ST. JOHN, builder, Blenheim-villas, St. John's-rd. Pet. June 19. O. A. Paget. Sol. Weatherhead, Coleman-st. Sur. July 7.

FISHER, THOMAS WILLIAM, artificial florist, Bartholomew-close. Pet. June 22. Reg. Murray. O. A. Parkyns. Sol. Nind, Basinghall-st. Sur. July 5.

FLETCHER, HENRY, ironmonger, Portsea. Pet. June 22. Reg. Murray. O. A. Parkyns. Sols. Westall and Roberts, Leadenhall-st, agents for Champ, Portsea. Sur. July 5.

GILBERT, JOSHUA (sued as James Mair), out of business, Park-st, Peckham. Pet. June 17. O. A. Paget. Sur. July 14.

HAUGHT, BRIDGES, WILLIAM, clothiers, East India-rd. Limehouse. Pet. June 22. Reg. Murray. O. A. Parkyns. Sols. Davidson, Carr, and Bannister, Basinghall-st. Sur. July 5.

HOLMES, CHARLES HENRY, out of business, Uxbridge. Pet. June 22. Reg. Murray. O. A. Parkyns. Sol. Philp, Pancras-la, q.22, Chesham. Sur. July 5.

HINTON, JOHN SAUNDERS, builder, Rillington-pl., Notting-hill sq. Pet. June 21. O. A. Paget. Sols. Boulton and Co., Rochamond-sq., Clerkenwell. Sur. July 7.

HOBBS, WILLIAM, builder, Romford, New-town, Hornchurch-rd. Pet. June 23. Reg. Pepps. O. A. Graham. Sol. Silvester, Great Dover-st, Newington. Sur. July 9.

HUNT, NATHANIEL JAMES, butcher, Hornsey. Pet. June 18. Reg. Pepps. O. A. Graham. Sol. Taylor, Church-row, Upper-st, Kilgerton. Sur. July 8.

JAMES, SIMPSON, shipping agent, Alexander-ter, Rotherhithe. Pet. June 12. O. A. Paget. Sol. Murray, Great St. Helen's. Sur. July 12.

KATLAND, ROBERT FORSYTH, shipping agent, Birch-la. Pet. June 18. Reg. Murray. O. A. Parkyns. Sur. July 20.

MCDOUGALL, ALEXANDER, leather merchant, Carter-la, St. Paul's, London. Pet. June 18. Reg. Murray. O. A. Parkyns. Sur. July 20.

MELHART, JOSEPH, late milkman, Lower Norwood. Pet. June 17. Reg. Murray. O. A. Parkyns. Sur. July 20.

MILL, JAMES WESLEY, photographer, Salisbury. Pet. June 21. Reg. Pepps. O. A. Graham. Sol. Rigby, Basinghall-st. Sur. July 5.

MONTELT, WILLIAM HENRY, medical student, Olney-st, Walworth-rd. Pet. June 19. Reg. Pepps. O. A. Graham. Sol. Cooke, Gresham-bldgs. Sur. July 8.

PEARCE, WILLIAM, boot maker, Allington-st, Pimlico. Pet. June 18. Reg. Murray. O. A. Parkyns. Sur. July 20.

PERRY, JOHN SMITH, commission agent, Magdalen-st, Bermondsey. Pet. June 19. Reg. Brougham. O. A. Paget. Sol. Cooke, Gresham-bldgs. Sur. July 7.

PETLEY, ROBERT ALBERT, builder, Albert-ter, Hornsey-rd. Pet. June 21. Reg. Pepps. O. A. Graham. Sol. Watson, Basinghall-st. Sur. July 15.

PREST, FREDERICK, auctioneer, Strand, and Godolphin-rd, New-rd, Hammersmith. Pet. June 22. Reg. Murray. O. A. Parkyns. Sol. Michael, Gresham-bldgs, Basinghall-st. Sur. July 5.

RANKIN, JAMES, hosier, Holborn-hill. Pet. June 19. O. A. Paget. Sol. Hooper, Clifford's-inn. Sur. July 7.

ROLEY, THOMAS, jun., journeyman bookbinder, Vauxhall-st, Upper Kennington-la. Pet. June 21. O. A. Paget. Sol. Goddard, Easton-rd. Sur. July 7.

SCARDE, HENRY (trading as Henry Matthews), wardrobe dealer, Mortimer-st, Cavendish-sq. Pet. June 14. Reg. Roche. O. A. Parkyns. Sol. Buckler, Chesham. Sur. July 5.

SHERID, RICHARD, assistant ironmonger, Plumstead. Pet. June 22. Reg. Murray. O. A. Parkyns. Sol. Cooke, Gresham-bldgs. Sur. July 5.

SINIBERG, JULIUS, hat manufacturer, Primrose-st. Pet. June 21. O. A. Paget. Sols. Blackford and Riches, Great Swan-alley, Margate-sq. Sur. July 12.

SIMPSON, JAMES, out of business, Stratford. Pet. June 23. Reg. Pepps. O. A. Graham. Sol. Cooke, Gresham-bldgs. Sur. July 15.

SMITH, GEORGE JAMES, butcher, Caledonian-rd. Pet. June 23. Reg. Murray. O. A. Parkyns. Sols. Threherne and Wolferstan, Aldermanbury. Sur. July 12.

SMITH, CHARLES, leather seller, North-st, Wandsworth. Pet. June 22. Reg. Pepps. O. A. Graham. Sols. Hileary and Co., Fenchurch-bldgs. Sur. July 15.

SMITH, JOHN, dealer in silk, Bethnal-green-rd. Pet. June 21. Reg. Pepps. O. A. Graham. Sol. Biddles, South-sq, Gray's-inn. Sur. July 15.

MOTHELY, ELLEN, widow, schoolmistress, Leatherhead. Pet. June 21. O. A. Paget. Sols. Sutton and Ommamney, Coleman-st. Sur. July 12.

STANLEY, JOHN THOMAS, victualler, Stangate. Pet. June 21. Reg. Murray. O. A. Parkyns. Sol. Burn, Carter-la, Doctors'-commons. Sur. July 5.

WOMERFORD, HENRY, carpenter, Lismore-rd, Kentish-town, and Liverpool-st, Liverpool-rd. Pet. June 18. Reg. Brougham. O. A. Paget. Sol. Watson, Basinghall-st. Sur. July 7.

TURNER, JAMES BRESNEY, out of business, Exmouth-st, Stepney. Pet. June 23. Reg. Murray. O. A. Parkyns. Sol. Brooks, Corn-lane. Sur. July 5.

WILKIN, ROBERT, press agent, Alfred-pl, Bedford-sq. Pet. June 18. Reg. Pepps. O. A. Graham. Sol. Watson, Basinghall-st. Sur. July 8.

WILL, WILLIAM HENRY, grocer, East Greenwich. Pet. June 17. Reg. Murray. O. A. Parkyns. Sur. July 20.

WILLIAM, WILLIAM COOPER, accountant, Old Broad-st, Leyton-rd. Pet. June 18. Reg. Brougham. O. A. Paget. Sol. Drake, Basinghall-st. Sur. July 7.

WING, JOHN, attorney's clerk, Lamb's Conduit-st, Red Lion-sq. Pet. June 22. Reg. Murray. O. A. Parkyns. Sol. Rigby, Basinghall-st. Sur. July 5.

To surrender in the Country.

ALMOND, GEORGE, Matlock. Pet. June 14. Reg. & O. A. Hubbersty. Sol. Neale, Matlock. Sur. July 5.

AMER, ISRAEL, wholesale jeweller, Sunderland. Pet. June 21. Reg. Gibson. O. A. Laidman. Sols. Oliver and Botterell, Sunderland. Sur. July 7.

ASHURST, PETER, grocer, Wigan. Pet. June 18. Reg. Fardell. O. A. McNeill. Sols. Atkinson, Saunders, and Co., Manchester. Sur. July 7.

ATKINSON, ROBERT, innkeeper, South Durham hotel, near Stockton-on-Tees. Pet. June 21. Reg. & O. A. Crosby. Sol. Dobson, Middlesbrough. Sur. July 7.

BELL, JOHN, shoemaker, Carlisle. Pet. June 23. Reg. & O. A. Hulton. Sols. Ward and Carlisle. Sur. July 12.

BELLERBY, HENRY, threshing machine maker, Kirk Deighton, near Wetherby. Pet. June 23. O. A. Young. Sols. Messrs. North, Leeds. Sur. July 5.

BENNETTO, JAMES, jun., tailor's assistant, Landore, near Swansea. Pet. June 19. Reg. & O. A. Morris. Sol. Morris, Swansea. Sur. July 7.

BEST, JOSEPH, victualler, Newcastle. Pet. June 21. Reg. Gibson. O. A. Laidman. Sol. Joel, Newcastle. Sur. July 7.

BOOTH, GEORGE, butcher, Runcorn. Pet. June 16. Reg. & O. A. Nicholson. Sol. Cartwright, Chester. Sur. July 9.

BRAMFITT, JONATHAN, wool stapler, Bradford. Pet. June 22. Reg. & O. A. Robinson. Sol. Hutchinson, Bradford. Sur. July 6.

BRAWALL, SAMUEL, draper, Manchester. Pet. June 16. Reg. & BUTTERWORTH, EDWARD, lithographer, Kirkgate, Leeds. Pet. June 22. Reg. & O. A. Marshall. Sol. Sykes, Leeds. Sur. July 6.

CARDING, JOHN, victualler, Matlock. Pet. June 14. Reg. & O. A. Hubbersty. Sol. Neale, Matlock. Sur. July 5.

CARMAN, JOHN, joiner, Carlisle. Pet. June 19. Reg. & O. A. Hulton. Sol. Ostell, Carlisle. Sur. July 10.

CLIFFORD, RICHARD, jun., farmer, Moreton-in-the-Marsh. Pet. June 22. Reg. Wilde. O. A. Acraman. Sols. Messrs. Brookes, Cirencester; and Press and Inskip, Bristol. Sur. July 8.

COLEMAN, J. W., miller, Thomas, millers, Bleakhall, Kirby-in-Ashfield. Pet. June 18. Reg. & O. A. Hubbersty. Sol. Belk, Nottingham. Sur. July 3.

COTTERILL, THOMAS, beerhouse keeper, Compton. Pet. June 18. Reg. & O. A. Brown. Sol. Stratton, Wolverhampton. Sur. July 7.

DARBY, BEAUCHAMPEL, boardmaker, Gorseston. Pet. June 19. Reg. & O. A. Chamberlain. Sol. Kent, Beccles. Sur. July 7.

DOUGLAS, ARCHIBALD, linen draper, Knaresborough. Pet. June 21. O. A. Young. Sols. Messrs. Wise, Ripon; and Messrs. North, Leeds. Sur. July 12.

ELLS, RICHARD, innkeeper, Holywell. Pet. June 23. O. A. Turner. Sol. Davies, Holywell. Sur. July 8.

EVANS, DAVID, butcher, Graig-y-Tegwood. Pet. June 22. Reg. Wilde. O. A. Acraman. Sols. Cuthbertson, Neath; and Press and Inskip, Bristol. Sur. July 8.

EVANS, WILLIAM HENRY, hay and straw dealer, Townsend, in Kingswinford. Pet. June 21. Reg. & O. A. Harward. Sol. Collis, Stourbridge. Sur. July 9.

FARMER, THOMAS, commission agent, Totterdown. Pet. June 18. Reg. & O. A. Harley and Gibbs. Sur. June 9.

FEDWALL, THOMAS, out of business, Sheffield. Pet. May 15. Reg. & O. A. Wake and Rodgers. Sols. Messrs. Binney, Sheffield. Sur. July 8.

GARCIA, HENRY SYDNEY, axle tree manufacturer, Manchester. Pet. June 17. Reg. Fardell. O. A. McNeill. Sol. Storey, Manchester. Sur. July 7.

GAUNT, JOHN WALTER, grocer, Stanningley. Pet. June 24. O. A. Young. Sol. Harle, Leeds. Sur. July 12.

GLENFIELD, FRANCIS, broker, Liverpool. Pet. June 17. O. A. Turner. Sol. Evans, Liverpool. Sur. July 7.

HALL, JOHN, publican, Durham. Pet. June 22. Reg. & O. A. Greenwell. Sol. Brignall, Durham. Sur. July 7.

HARLE, GEORGE, jun., engineer, Newcastle. Pet. June 21. Reg. Gibson. O. A. Laidman. Sol. Johnston, Newcastle. Sur. July 7.

HELMAN, GEORGE, in business, St. John's. Pet. June 22. Reg. Wilde. O. A. Acraman. Sol. Taynton, Gloucester. Sur. July 8.

HILL, THOMAS, butcher, Bristol. Pet. June 17. Reg. & O. A. Harley and Gibbs. Sur. July 9.

HUTTON, FREDERICK CHARLES, yarn agent, Eccles. Pet. June 18. Reg. Fardell. O. A. McNeill. Sol. Fennell, Manchester. Sur. July 6.

HOLMES, JANE, boiler maker, Kirkdale. Pet. June 18. Reg. & O. A. Hine. Sur. July 7.

HOPKINS, WILLIAM FREEMAN, needle manufacturer, Alcester. Pet. June 23. Reg. Hill. O. A. Kinnear. Sol. Allen, Birmingham. Sur. July 7.

HUNTER, GEORGE, grocer, Burton-on-Trent. Pet. June 22. Reg. & O. A. Roberts. Sol. Wilson, Burton-on-Trent. Sur. July 14.

JACKSON, HENRY, machinist, Salford. Pet. June 18. Reg. Macrae. O. A. McNeill. Sol. Southam, Manchester. Sur. July 9.

JENSEN, NIELS HARTZ, ship chandler, Tynemouth. Pet. June 14. Reg. Gibson. O. A. Laidman. Sols. Messrs. Watson, Newcastle. Sur. July 7.

JEPSON, SAMUEL, butcher, Mansfield. Pet. June 21. Reg. & O. A. Patchitt. Sol. Cursam, Mansfield. Sur. July 26.

JONES, EDWARD, general dealer, Bristol. Pet. June 22. Reg. Wilde. O. A. Acraman. Sol. Bookingham, Bristol. Sur. July 8.

KELLY, JOHN, haberdashery, Hanley. Pet. June 21. Reg. & O. A. Challinor. Sol. Tennant, Hanley. Sur. July 7.

LAWRENCE, JOHN, harness maker, Eddington, in Moorlinch. Pet. June 18. Reg. & O. A. Lovibond. Sur. July 7.

MARSHALL, RICHARD, signman at Wilton railway station, Northampton. Pet. June 22. Reg. & O. A. Cheshire. Sol. Barton, Manchester. Sur. July 7.

MICHAEL, LUCY, furniture dealer, Swansea. Pet. June 9. Reg. & O. A. Morris. Sol. Strick, Swansea. Sur. July 7.

MIR, WILLIAM, retailer of ale, Sheerness. Pet. June 18. Reg. & O. A. Copland, Sheerness. Sur. July 5.

MURTAGH, ROBERT, plasterer, Bradford. Pet. June 21. Reg. & O. A. Robinson. Sol. Hutchinson, Bradford. Sur. July 6.

PARKER, EDWARD, beer seller, Wolverhampton. Pet. June 21. Reg. & O. A. Brown. Sol. Longman, Wolverhampton. Sur. July 7.

PARKER, JOHN, grocer, Brighton. Pet. June 22. Reg. & O. A. Evershed. Sol. Gutteridge, Brighton. Sur. July 13.

PAIRY, EDWARD, timber merchant, Gwmyoy Lower. Pet. June 15. Reg. & O. A. Batt. Sol. Sykes, Aberystwyth. Sur. July 5.

PETERS, WILLIAM, hair dresser, Redruth. Pet. June 19. O. A. Carrick. Sols. Peter, Redruth; and Hirtzel, Exeter. Sur. July 5.

PHILLIPS, JAMES, shop assistant, Carmarthen. Pet. June 21. Reg. Wilde. O. A. Acraman. Sol. Mitchell, Cardigan; and Henderson and Briscoe, Bristol. Sur. July 6.

PHILLIPS, PETER, tailor, Brilles. Pet. June 17. Reg. & O. A. Nicoll. Sur. July 7.

PHILLIPS, JOSEPH, journeyman circular sawyer, Redbrook, in Dixton. Pet. June 11. Reg. & O. A. George. Sol. Williams, Monmouth. Sur. July 13.

POLLARD, JAMES, butcher, Bristol. Pet. June 13. Reg. & O. A. Harley and Gibbs. Sur. July 9.

QUARBY, JOSEPH WORMELL, working jeweller, Leicester. Pet. June 12. Reg. & O. A. Ingram. Sol. Haxby, Leicester. Sur. July 10.

RAWLINGS, HENRY, greengrocer, Weston-super-Mare. Pet. June 21. Reg. & O. A. Davies. Sol. Smith, Weston-super-Mare. Sur. July 9.

ROBERTS, JOHN, labourer in ironworks, Dawley. Pet. June 18. Sol. Walker, Wellington. Sur. July 1.

TAYLOR, SAMUEL, victualler, Birmingham. Pet. June 23. Reg. Tudor. O. A. Kinnear. Sols. Messrs. Hodgson, Birmingham. Sur. July 9.

THOMAS, DAVID, grocer, Swansea. Pet. May 31. Reg. & O. A. Morris. Sol. Clifton, Swansea. Sur. July 7.

THOMAS, EBENEZER LEWIS, grocer, Aberdeen. Pet. June 11. Reg. Wilde. O. A. Acraman. Sols. Abbott and Leonard, Bristol. Sur. July 5.

VINCE, JOHN, mason, Weston-super-Mare. Pet. June 18. Reg. & O. A. Harley and Gibbs. Sur. July 9.

WRIGHT, GEORGE, tailor, Runcorn. Pet. June 9. Reg. & O. A. Nicholson. Sol. Wood, Runcorn. Sur. July 9.

WATTS, FREDERICK RANSOM, commission agent, Liverpool. Pet. June 19. O. A. Turner. Sol. Tams, Liverpool. Sur. July 6.

WARNER, HENRY, victualler, Everton. Pet. June 22. O. A. Turner. Sol. Ety, Liverpool. Sur. July 7.

WARREN, WILLIAM RYLE, fishmonger, Manchester. Pet. June 16. Reg. Fardell. O. A. McNeill. Sur. June 6.

WHITEHEAD, THOMAS, grocer, Liverpool. Pet. June 21. Reg. & O. A. Hine. Sol. Hughes, Liverpool. Sur. July 8.

WILD, JOHN, hatter, Kirkdale. Pet. June 18. Reg. & O. A. Hine. Sur. July 9.

WILLIAMS, JOHN THOMAS, butcher, West Mall. Pet. June 17. Reg. & O. A. Seudamore. Sol. Goodwin, Maidstone. Sur. July 6.

WORSLEY, CHARLES, wood turner, Ashton-under-Lyne. Pet. June 22. Reg. & O. A. Hall. Sol. Toy, Ashton-under-Lyne. Sur. July 9.

YATES, FRANCIS, victualler, Liverpool. Pet. June 19. O. A. Turner. Sur. July 6.

Gazette, June 29.

To surrender at the Bankrupts' Court, Basinghall-street.

ADAMES, BENJESS, out of business, Harley-villas, Chalk Farm-rd. Pet. June 25. Reg. Pepps. O. A. Graham. Sol. Piesse, Old Jewry-chambers. Sur. July 9.

ALLEN, JOHN, assistant to a horsedealer, Compton-st, Hall-pl, Malda-vale. Pet. June 25. Reg. Pepps. O. A. Graham. Sol. Thos. Basinghall-st. Sur. July 21.

BALL, JOSEPH SAMUEL, FOWLER, brewer, Oakham. Pet. June 23. O. A. Paget. Sols. Wright and Co., London-st; and Law Stamford. Sur. July 12.

BARTON, ISAAC HOWARD, and BARTON, carmen, Hastings. Pet. June 23. Reg. Pepps. O. A. Graham. Sol. Howard, Quality-ct, Chancery-la. Sur. July 3.

BONE, JOHN, general dealer, Stratford. Pet. June 25. O. A. Paget. Sol. Wood, Basinghall-st. Sur. July 12.

BROWN, FRANCIS, builder, Redhill. Pet. June 25. Reg. Roche. O. A. Parkyns. Sol. Cooke, Gresham-bldgs, Basinghall-st. Sur. July 20.

BUCKE, ROBERT, and BUCKE, ROBERT DICKINS, carpenters, Crettingham. Pet. June 24. Reg. Pepps. O. A. Graham. Sol. Ward, Old Jewry-chambers. Sur. July 9.

CHAPMAN, JAMES, out of business, Milton-rd, South Hornsey. Pet. June 23. Reg. Pepps. O. A. Graham. Sol. Watson, Basinghall-st. Sur. July 21.

COHU, ANDREW, merchant, formerly St. Mary Axe. Pet. May 3. Reg. Pepps. O. A. Graham. Sols. Ashurst and Co., Old Jewry. Sur. July 21.

DEPORTU, JOHN BAPTIST JAMES, British and foreign glass manufacturer, Castle-st, Falcon-sq, and Portadown-rd, Malda-hill. Pet. June 26. Reg. Murray. O. A. Parkyns. Sol. O'Leary, Moorgate-st. Sur. July 12.

EVANS, JOHN, late Bird-c, West-sq, St. George's-rd, Lambeth. Pet. June 17. Reg. Pepps. O. A. Graham. Sur. July 9.

FERNAR, FREDERIC, out of business, Wellwyn. Pet. June 18. Reg. Pepps. O. A. Graham. Sur. July 21.

FORD, JOHN, EDWARD FOSK, grocer, Boundary-rd, St. John's-wood. Pet. June 18. O. A. Paget. Sur. July 14.

GALLAWAY, GEORGE, market gardener, Rainham. Pet. June 24. Reg. Brougham. O. A. Paget. Sol. Nind, Basinghall-st. Sur. July 12.

GRAUER, GEORGE FREDERIC HUGO, commission agent, John-st, Bedford-row. Pet. June 23. O. A. Paget. Sol. Burt, Basinghall-st. Sur. July 12.

GUNSE, JONATHAN, carpenter, Aberdeen - ter, Shepherd's-bush. Pet. June 21. Reg. Murray. O. A. Parkyns. Sol. Cooke, Gresham-bldgs, Basinghall-st. Sur. July 12.

HARDING, GEORGE LOUCH, carpenter, Croydton. Pet. June 22. O. A. Paget. Sol. Hedger, Furnival's-inn. Sur. July 12.

HARTMAN, JULES, warehouseman, Goswell-st, Clerkenwell. Pet. June 21. Reg. Murray. O. A. Parkyns. Sol. Morris, Grocer's-hall-ct, Poultry. Sur. July 12.

HAWKINS, HENRY PLUMMER, hair dresser, Parliament-st, Westminster. Pet. June 23. Reg. Roche. O. A. Parkyns. Sol. O'Leary, Portsmouth-st, Lincoln's-inn-fields. Sur. July 12.

HOLMES, THOMAS, journeyman butcher, Edenham - st, Kensal New-town. Pet. June 24. Reg. Murray. O. A. Parkyns. Sol. Chappell, Edgware-rd. Sur. July 12.

HOLLINSHEAD, FREDERICK BROCK, commission agent, Cromwell-ter, Harrow-rd. Pet. June 21. Reg. Pepps. O. A. Graham. Sol. Biddles, South-sq, Gray's-inn. Sur. July 12.

JONES, DAVID, carpenter, Wilton-sq, Islington. Pet. June 25. Reg. Murray. O. A. Parkyns. Sol. Biddles, South-sq, Gray's-inn. Sur. July 20.

KEX, THOMAS, journeyman carpenter, Stratford. Pet. June 19. O. A. Paget. Sur. July 14.

KENNARD, JOHN, ironmonger, Tottenham-court-rd. Pet. June 18. O. A. Paget. Sur. July 14.

LLOYDS, RICHARD CRIPPS, painter, Henley-on-Thames. Pet. June 24. O. A. Paget. Sol. Calcott, Lincoln's-inn-fields. Sur. July 12.

LUSH, THOMAS, builder, New Hampton. Pet. June 23. Reg. Pepps. O. A. Graham. Sol. Watson, Basinghall-st. Sur. July 9.

MCALON, EDWARD HENRY, surgeon, South Lambeth-rd, Lambeth. Pet. June 21. Reg. Pepps. O. A. Graham. Sol. Shearman, Jermyn-st, St. James's. Sur. July 9.

MASON, WILLIAM JOHN O'NEAL, tobacco manufacturer, Pentonville-rd, King's-cross. Pet. June 23. Reg. Roche. O. A. Parkyns. Sol. Briant, Winchester-house, Old Broad-st. Sur. July 12.

MATTHEW, JOHN MEE, barrister-at-law, Brems-bldgs, Chancery-la. Pet. June 24. Reg. Murray. O. A. Parkyns. Sol. Watson, Basinghall-st. Sur. July 12.

McKENN, JOHN, colonial merchant, financing-la. Pet. June 17. Reg. Pepps. O. A. Graham. Sur. July 9.

MELHUSH, ALFRED MELTON, importer of fancy goods, Goldsmith-rd, Hackney-rd. Pet. June 24. O. A. Paget. Sol. Watson, Basinghall-st. Sur. July 12.

MUNDAY, CHARLES, out of business, Kennington-pk-rd, Surrey. Pet. June 25. Reg. Roche. O. A. Parkyns. Sol. Watson, Basinghall-st. Sur. July 20.

PATTON, JOHN, beer retailer, Bedfordbury, Covent-garden. Pet. June 23. Reg. Murray. O. A. Parkyns. Sol. Beard, Basinghall-st. Sur. July 12.

PEAKONE, ELIZABETH APPLETON, schoolmistress, Bedford-gardens, Kensington. Pet. June 17. Reg. Murray. O. A. Parkyns. Sol. Childley, Old Jewry. Sur. July 12.

POLAK, ISAAC, CHEL, commission agent, Great Russell-st, Bloomsbury. Pet. June 23. Reg. Pepps. O. A. Graham. Sol. Biddles, South-sq, Gray's-inn. Sur. July 9.

PUMFREY, ROBERT, baker, Oxford. Pet. June 25. Reg. Pepps. O. A. Graham. Sol. Drake, Basinghall-st. Sur. July 21.

QUINN, JAMES, chandler's-shop keeper, Manor-st, Chelsea. Pet. June 22. O. A. Paget. Sol. Olive, Portsmouth-st, Lincoln's-inn-fields. Sur. July 12.

RAWLEY, THOMAS, jun., journeyman bookbinder, Vauxhall-st, Upper Kennington-la. Pet. June 21. O. A. Paget. Sol. Godfrey, Easton-rd. Sur. July 7.

READING, HENRY, general dealer, late Bandon-rd, Old Ford, Bow. Pet. June 18. Reg. Pepps. O. A. Graham. Sur. July 9.

ROBBINS, ALFRED, boot manufacturer, Walworth-rd, Walworth. Pet. June 23. Reg. Pepps. O. A. Graham. Sol. Padmore, Westminster. Sur. July 9.

SADLER, CHARLES, whitesmith, South-rd, Sydenham. Pet. June 24. Reg. Murray. O. A. Parkyns. Sol. Steadman, London-wall. Sur. July 12.

SCHREIDT, CHARLES WILLIAM, commission merchant, Mark-la. Pet. June 23. Reg. Brougham. O. A. Paget. Sol. Drake, Basinghall-st. Sur. July 12.

SCOTT, FREDERICK, baker, Great Warley. Pet. June 25. O. A. Paget. Sol. Barrie, Old Broad-st. Sur. July 12.

SEAMAN, JOHN, jun., licensed victualler, Peter Boat Public-house. Pet. June 23. Reg. Pepps. O. A. Graham. Sol. Brown, Basinghall-st. Sur. July 21.

SEARLE, WILLIAM, out of business, Marshall-st, London-rd. Pet. June 24. Reg. Pepps. O. A. Graham. Sol. Brighton, Bishops-gate-st, without. Sur. July 9.

SPRATT, ROBERT ISAAC, wheelwright, late George-st, Bloomsbury, and High Holborn. Pet. June 18. Reg. Pepps. O. A. Graham. Sur. July 9.

STANLEY, HENRY GEORGE, optical and mathematical instrument manufacturer, Leadenhall-st; Fausburg St. Martin, Paris; and Myrtle-villa, Forest-la, Essex. Pet. June 24. O. A. Paget. Sol. Stanley, Austin-frs. Sur. July 12.

SWABE, DANIEL BENMOYA, general warehouseman, Hounds-ditch. Pet. June 18. O. A. Paget. Sur. July 14.

TILEY, JOHN, carpenter, Great Marylebone-st, Portland-pl. Pet. June 25. Reg. Pepps. O. A. Graham. Sol. Biddles, South-sq, Gray's-inn. Sur. July 21.

TAPHOUSE, PHILIP HENRY, smith, Barlow-st, and John's-cottages, both Old Kent-rd. Pet. June 23. Reg. Pepps. O. A. Graham. Sol. Cooke, Gresham-bldgs. Sur. July 9.

TERRY, ROBERT, KNIX, miller, Reading, near Reading. Pet. June 25. Reg. Pepps. O. A. Graham. Sol. Maynard, Poultry. Sur. July 9.

THOMAS, LLEWELLYN, out of business, Brook-st, Ratcliffe. Pet. June 19. Reg. Pepps. O. A. Paget. Sur. July 14.

THURLOW, JONATHAN, engineer, Vine-st, York-rd. Pet. June 24. Reg. Pepps. O. A. Graham. Sol. Harwood, Cannon-st. Sur. July 9.

WADE, WILLIAM GRIBBELL, wine cooper, East-st, Bancroft-rd, Lincoln's-inn-fields. Pet. June 23. Reg. Pepps. O. A. Graham. Sol. Olive, Portsmouth-st, Lincoln's-inn-fields. Sur. July 12.

WILSON, THOMAS, licensed victualler, Chatham. Pet. June 24. Reg. Pepps. O. A. Graham. Sol. Nind, Basinghall-st. Sur. July 21.

WOODEN, ROBERT, messenger in the Trinity House, Temple-st, Dalston. Pet. June 25. Reg. Pepps. O. A. Graham. Sol. Hicks, Francis-ter, Hackney. Sur. July 9.

To surrender in the Country.

BARROW, GEORGE, labourer, St. John's-common. Pet. June 25. Reg. & O. A. Waugh. Sol. Mills, Brighton. Sur. July 7.

BATES, JOHN CHARLES, licensed victualler, Tipton. Pet. June 25. Reg. Hill. O. A. Kinnear. Sol. Ebsworth, Wednesbury. Sur. July 14.

MYERS, JOHN, groom, Spark-hill, near Stratford-green. Pet. June 23. Reg. & O. A. Guest. Sol. Fallows, Birmingham. Sur. July 10
 CLARKE, HANNAH, smallware dealer, late Eastwood. Pet. June 19. Reg. & O. A. Patchitt. Sol. Belk, Nottingham. Sur. July 10
 DAVEY, GEORGE ROBBS, builder, Exeter. Pet. June 24. Reg. & O. A. Daw. Sol. Campion, Exeter. Sur. July 9
 DEAN, JOSEPH, buyer, Heaton Menasey. Pet. June 25. Reg. Marston. O. A. McNeill. Sols. Messrs. Chew, Manchester. Sur. July 10
 EDWARDS, WILLIAM DUNSTAN LEVER, licensed victualler, Brecon. Pet. June 25. Reg. Wilde. O. A. Acranam. Sol. Nash, Bristol. Sur. July 9
 EDWARDS, THOMAS WYDYS, tobacconist, Banbury. Pet. June 24. Reg. & O. A. Patchitt. Sol. Pellatt, Banbury. Sur. July 10
 FOXALL, ELI, smith Bootle. Pet. June 18. O. A. Turner. Sur. July 13
 FRASER, HUGH MUNROW, commission agent, Longsight, near Manchester. Pet. June 24. Reg. Fardell. O. A. McNeill. Sol. W. J. Jones, Manchester. Sur. July 12
 GIBSON, JOHN SAMUEL, farmer, Lowestoft. Pet. June 25. Reg. & O. A. Chater. Sol. Archer, Lowestoft. Sur. July 14
 GOSS, WILLIAM HENRY, and PRAKE WILLIAM ADAMS, porcelain manufacturers, Stoke-on-Trent. Pet. June 12. Reg. Tudor. O. A. Kinnear. Sols. Blackiston and Everett, Stoke-on-Trent, and Messrs. Hodgson, Birmingham. Sur. July 9
 GRIMLEY, JOHN, butcher, Rugeley. Pet. June 25. Reg. & O. A. Gardner. Sol. Charles, Rugeley. Sur. July 10
 HAINESON, JOHN, farmer, near Walsall. Pet. June 18. Reg. & O. A. Storie. Sol. Swain, Morpeth. Sur. July 13
 HASTILOW, JOSEPH, farmer, Sutton Coldfield. Pet. June 24. Reg. Tudor. O. A. Kinnear. Sol. Parry, Birmingham. Sur. July 9
 HEATH, JOHN, and HEATH, FREDERICK, bone cutters, Birmingham. Pet. June 25. Reg. & O. A. Guest. Sol. Rowlands, Birmingham. Sur. July 16
 HOWE, EDWIN SILAS, teacher of music, Manchester. Pet. June 25. Reg. Macrae. O. A. McNeill. Sol. Sampson, Manchester. Sur. July 10
 INGRAM, JOSEPH, and BAMFORD, JOHN, cabinet makers, Bradford. Pet. June 25. Reg. & O. A. Robinson. Sol. Rhodes, Bradford. Sur. July 9
 JACKSON, JOSEPH, licensed victualler, West Gorton, near Manchester. Pet. June 16. Reg. & O. A. Kay. Sur. July 9
 KILBURN, WILLIAM, postman, Walsall. Pet. June 25. Reg. & O. A. Brown. Sol. Mackrill, Barton-on-Humber. Sur. July 14
 KILBURN, DANIEL, fishdealer, Huddersfield. Pet. June 22. Reg. & O. A. Jones, jun. Sol. Drake, Huddersfield. Sur. July 22
 LAWTON, RICHARD JOHNSON, civil engineer, Manchester, and J. A. McNeill, postman, Manchester. Pet. June 25. Reg. Fardell. O. A. McNeill. Sol. Jones, Manchester. Sur. July 14
 LEFEVRE, WILLIAM, jun., boot manufacturer, Wigan. Pet. June 26. Reg. Fardell. O. A. McNeill. Sol. Peacock, Manchester. Sur. July 10
 LEWIS, ARTHUR, innkeeper, Salisbury. Pet. June 25. Reg. & O. A. Peele. Sol. Chandler, Shrewsbury. Sur. July 12
 LUMB, JOHN, stockbroker, Dewsbury. Pet. June 23. Reg. & O. A. Marshall. Sol. Carr, Leeds. Sur. July 23
 MARRIOTT, WILLIAM, brewer, Kingsdown. Pet. June 25. Reg. & O. A. Harley and Gibbs. Sols. Benson and Elletson. Sur. July 9
 MCQUEEN, ALEXANDER, plasterer, Hulme. Pet. June 15. Reg. & O. A. Hulton. Sur. July 10
 MINTON, THOMAS PROBERT, innkeeper, Abergavenny. Pet. June 25. Reg. & O. A. Acranam. Sol. Miller, Bristol. Sur. July 9
 MOORE, ROBERT BENDLE, attorney-at-law, Birkenhead. Pet. June 26. O. A. Turner. Sols. Woodburn and Pemberton, Liverpool. Sur. July 10
 MURPHY, JOHN, upholsterer, Northallerton. Pet. June 22. O. A. Young. Sol. Jefferison, Northallerton; Simpson, Leeds. Sur. July 12
 PICKERING, JOHN LEONARD, warehouseman, Aston, near Birmingham. Pet. June 24. Reg. & O. A. Guest. Sols. Messrs. Birch, Birmingham. Sur. July 16
 REYNOLDS, JOHN, out of business, Leamington Priors. Pet. June 18. Reg. & O. A. Tibbitts. Sur. July 10
 SANDERSON, JOHN WILLIAM, blacksmith, Northampton. Pet. June 25. Reg. & O. A. Dennis. Sol. White, Northampton. Sur. July 10
 SCOTT, JOHN COLLINS, statutory mason, Wellborough. Pet. June 25. Reg. & O. A. Burnham. Sol. Cook, Wellborough. Sur. July 14
 SEMEZE, CHARLES, shipwright, Liverpool. Pet. June 23. O. A. Turner. Sol. Morris, Liverpool. Sur. July 12
 SHUTTLEWORTH, JOHN, commission agent, Bradford. Pet. June 19. O. A. Young. Sur. July 12
 SKINNER, WILLIAM, boot manufacturer, Birkenhead. Pet. June 25. Reg. & O. A. Turner. Sols. Johnson, Liverpool. Sur. July 12
 SLATER, JOHN ANDREW, journeyman saddler, Walsall. Pet. June 23. O. A. Clarke. Sol. Adams, Walsall. Sur. July 17
 STOREY, JAMES, bootdealer, Huddersfield. Pet. June 17. Reg. & O. A. Jones, jun. Sol. Drake, Huddersfield. Sur. July 16
 TAYLOR, JOHN, engraver, Walsall. Pet. June 16. Reg. & O. A. Palmer. Sol. Stanley, Norwich. Sur. July 12
 TRELAND, WILLIAM, shoemaker, Oundle. Pet. June 25. Reg. & O. A. Sherard. Sols. Messrs. Richardson, Oundle. Sur. July 10
 WEEKS, JOHN TREVENA, blacksmith, Plymouth. Pet. June 25. Reg. & O. A. Young. Sols. Squares, Plymouth. Sur. July 10
 WILLIAMS, WILLIAM, farmer, late Winscombe. Pet. June 18. Reg. & O. A. Bennett. Sur. July 10
 WILLIAMS, WILLIAM, grocer, Rhyl. Pet. June 25. Reg. & O. A. Sisson. Sol. Williams, Rhyl. Sur. July 13
 YOUNG, CHARLES, houseman, Leeds. Pet. June 24. Reg. & O. A. Marshall. Sol. Pullan, Leeds. Sur. July 22

BANKRUPTCIES ANNULLED

Gazette, June 22.
SLATER, JOSEPH, grocer, Rawmarsh. March 9, 1889

Gazette, June 25.
SCROGGIE, WILLIAM SMITH, bottled beer merchant, Leadenhall
st. Aug. 20, 1888

Dividends.

BANKRUPTS' ESTATES.

The Official Assignees are given, to whom apply for the Dividends.

2d. *Secker*, J. innkeeper, first, 1st. 4th. *Page*, London.—*Brown*, J. baker, second, 2d. *Turner*, Liverpool.—*Bisnny*, H. brickmaker, second, 11th. *Parkins*, London.—*Butler*, J. W. F. lieutenant in the army, first, 3d. *Carrick*, Exeter.—*Dimond*, J. hatter, first, 4d. *Turner*, Liverpool.—*Kemp*, J. C. timber dealer, first, 2d. 7d. *Carrick*, Exeter.—*Kettellwell*, J. shipowner, first, 12s. 4d. *Page*, London.—*Loyd*, W. iron merchant, 1st. *Carrick*, Exeter.—*Ham*—*MacKay*, J. timber merchant, first, 9p. *Kinn*, Birkenhead.—*Manchee*, D. commercial clerk, first, 8s. 6d. *Parkins*, London.—*Musket*, W. B. surgeon, first, 15s. 73d. *Parkins*, London.—*Nicas*, W. fishdealer, first, 2d. 6d. *Carrick*, Exeter.—*Norton*, P. cattledealer, first, 73d. *Carrick*, Exeter.—*Odington*, C. D. J. lieutenant in the navy, second, 10d. *Turner*, Liverpool.—*Rees*, R. victualler, second, 63d. *Turner*, Liverpool.—*Rees*, R. tailor, first, 8s. 73d. *Shepard*, County Court, *Tredegar*, *Scotman*, J. victualler, second, 1s. 63d. *Turner*, Liverpool.—*Stilling*, T. innkeeper, first, 1s. 4d. *Carrick*, Exeter.—*Taylor*, T. A. baker, first, 11d. *Carrick*, Exeter.—*Williams*, R. ship dealer, second, 10p. *Turner*, Liverpool.—*Williams*, B. warehouseman, first, 12s. 4d. *Turner*, Liverpool.

**Assignment, Composition, Inspectorship, and
Trust Deeds.**

Gazette, June 25.
ARM, WILLIAM, wine and spirit-merch., Liverpool-st.
 2. **Truste, E. Brocman**, and **F. Urvick**, wine merchants,
 144 St. 11.
ARLSTON, HENRY, baker, Rochford. **May 25.** **Truste, T. D.**
and J. Fawcitt, Battle-bridge, millers
ARM, ALFRED WARR, warehouseman, Newgate-st. and Saint
 Mary's Jersey. **June 14.** **in 2 mos.**
MICHAEL S. BROWN, Rocheford. **May 27.** **10s.** by
 12 monthly instalments—**4s.** on registration, and **5s.** in 6 mos.—
SAVILL, grocer, Barry St. Edmunds. **June 5.** **11s.** in
 12 mos. by **Bedell, gentleman, Nottingham**

ELL, GEORGE, builder, Whitley. June 9. 13s. 4d. in 6 mos.
TRUST, N. K. Pumphon, gentleman, Newcastle.
BOHMAN, THOMAS, butcher, Leicester. June 8. 1s. on June 21.
BOTT, WILLIAM, jun., shoe manufacturer, Stafford. May 28.
 6s. 3d. by two equal instalments, in 1 and 4 mos.—the cash
 and 10s. 6d. on July 1. Trust. W. Stiverson, leather merchant, and
 J. Perry, draper, both Stafford.
BOWE, GEORGE, grocer, Sheffield. May 27. Trusts. M. Smith,
 grocer, and T. E. Ricketts, corn miller, both Sheffield.
BURGE, EDWIN, sec., late inland revenue officer, Tewkesbury.
 W. Jones, W. G. T. Trust. W. Stiverson, draper, Bolton.
BURGE, JOHN WESLEY, draper, Tewkesbury. May 28. Trust. F.
 Woodward, draper, Tewkesbury.
BURTON, JOHN, tailor, Church. June 5. 15s. by six instalments
 of 2s. 6d., on Oct. 1, 1889, Feb. 1, June 1, and Oct. 1, 1890, and
 W. Jones, W. G. T. Trust. W. Stiverson, draper, Bolton.
CLANT, THOMAS, junor, Flogh-la, Batterssee. June 27. 12s. on
 May 12, 1871.
GROOETT, CHARLES, cheese factor, Nantwich. June 23. 2s. 6d.
 in 1 mo.
C. E. HOLT, WILLIAM, corn merchant, Liverpool. May 28. Trusts.
 C. E. Holt, accountant, and J. W. Davidson, corn factor, both
 Liverpool.
DEXINSON, JOSEPH, draper, Bradford. June 10. Trusts. J.
 Ellerton, and J. Hirwell, warehousemen, both St. Paul's
 Church, Bradford.
ELIXON, HENRY HERBERT, coal dealer, Oldbury. June 1. 6s. by
 14 days. Trust. R. J. Cooper, auctioneer, Oldbury.
FARTHING, WALTER THOMAS, builder, Dulwich-rd., Penge.
 June 21. 3s. 4d. by two equal instalments, in 1 and 3 mos.
GARDNER, THOMAS, innkeeper, Great Grimsby. May 23. Trust.
 W. Jones, W. G. T. Trust. W. Stiverson, draper, Bolton.
GRAY, MARIA, cab proprietor, Bricklayers' Arms-rd., Old Kent-
 rd., and Trinity-rd., Brixton. May 27. Trusts. B. M. Ingledew,
 contractor, New-cross-rd., and G. J. Moorcroft, corn dealer,
 Church-st., Southwark.
HARRIS, ALFRED HENRY, carrier, Southampton. June 14. Trusts.
 J. C. Munday, oilman, and G. H. Henderson, jeweller, both
 Southampton.
HUNT, HENRY CLARKSON, coach builder, Liverpool. June 6.
 4s. 4d. in 14 days.
HUNT, JAMES, waste dealer, Littleborough. June 12. 3s. 6d. by
 two instalments of 2s. and 1s. 6d. in 6 and 12 mos.
JAMES, ELIZABETH, widow, Church and end farm, Willenden.
 June 16. 1s. in 6 mos.
JUDD, JOHN, builder, Clifden-rd., Lower Clapton. June 22. 6s.
 by two instalments of 3s.—first in 7 days, and second in 3 mos.
 from registration.
KNOWLES, THOMAS, watchmaker, Maldon. May 31. Trusts. H.
 Griffith, goldsmith, Birmingham, and E. Stow, watchmaker,
 Camberwell-green.
LACKEY, GEORGE, innkeeper, Walsall. May 31. 5s. by two equal
 instalments, in 1 and 3 mos.
MACQUIRE, MARGARET ANN, boarding-house keeper, Brighton.
 June 12. 6s. 6d. in 10 mos.
MCDONALD, FREDERICK, builder, Newcastle. June 10. 5s. by two
 equal instalments, in 10 days and 3 mos.
MCLEOD, THOMAS, plumber, Chorley, and Bolton. May 28. 3s. on
 July 5.
MCOWAN, JOSEPH, worsted spinner, Bridgnorth, and Bradford.
 May 10. Trusts. W. Barfoot, wool merchant, Leicester; J.
 Selby, linen merchant, and P. Talbot, warehouseman, both
 Kidderminster.
MEACOCK, ROBERT, painter, Birkenhead. May 28. 1s. 6d. im-
 mediately. Trust. J. F. W. Mullen, book-keeper, Birkenhead.
NEWTON, WILLIAM RICHARD, grocer, West Hampton. June 2.
 10s. by two equal instalments, in 10 days and 3 mos.—the cash
 and 10s. 6d. on July 1. Trust. J. D. Clark, shipowner, both
 West Hampton.
NOBLE, RICHARD EATON, builder, Eccleston-st., Pimlico. June 4.
 Trusts. A. Sunderson, wholesale paper-hanging manufacturer,
 Berner-st., and B. M. Smyth, brick merchant, York-buildings.
 A. Sunderson, 10, Berner-st., and B. M. Smyth, 10, York-buildings.
PICKERING, JOSEPH, contractor of public works, Brighton.
 May 28. Trusts. G. Pocock, silk mercer, and T. Francis, grocer,
 both Brighton.
POOLER, WILLIAM, grocer, Swansea. June 1. Trust. J.
 Francis, corn factor, Brighton.
PURVES, JOSEPH, bootmaker, Sunderland. May 18. 5s.
 by two equal instalments, in 10 days and 3 mos.
RATCLIFF, JOHN, butcher, Hadlow. May 28. Trust. T. Ratcliff
 farmer, Oxford.
ROBERTS, JOHN, grocer, Warrington. June 15. 6s.—2s. 6d. in 2
 mos. and 3s. 6d. in 6 mos.—guaranteed.
ROSSER, ROSSER, out of business, Lanitwixta-Neath. June 19.
 2s. 6d. on July 31.
SHEPARD, WILLIAM ROBERT GEORGE, and SHEPARD
GEORGE CHARLES, wholesale stationers, Carter-lane. June 11.
 10s. by two equal instalments, in 10 days and 3 mos.—the cash
 and 10s. 6d. on July 1. Trust. J. D. Clark, shipowner, both
 West Hampton.
SMITH, GEORGE WILLIAM, and GREENAWAY, DANIEL, engravers
 St. Mary-axe, and Fenchurch-st. June 18. 7s. by two equal
 instalments of 3s. 6d. in 3 and 6 mos.
SPENCER, GEORGE, and EUSTACE, organ builders,
 Camden Organ Works, King's-rd., Camden-town. June 5. 10s.
 in 14 days. Trust. G. A. Spechly, organ builder, St. James's
 rd., Holloway.
TENT, WILLIAM, brewer, Broth-in-lane. May 28. Trust. J. T. Snell
 accountant, London.
TIGNAN, ROBERT, and BOARDMAN, GEORGE THOMAS, tail-
 brokers, Great Tower-st. May 28. Inspector—J. Waddell,
 accountant, Poultry.
WANSBROUGH, ALFRED COLMER, and STRANGE, WILLIAM
 paper-hangers, Watney. May 19. 6s. 6d. by three equal
 instalments, in 4, 8, and 12 mos from April 29.
WARD, MICHAEL; ARMITAGE, SAMUEL FLETCHER; and WILSON
 LORRAINE, merchants, Manchester. June 21. 7s. 6d. by three
 equal instalments, in 4, 8, and 12 mos from May 1,—secured
 Separately, each in full in 8 and 7 years, and 6 mos. respectively.
 Trust. T. Jones, manufacturer; H. Hale, and C. S. Grundy,
 merchants, all Manchester.
WEBSTER, JOSEPH JOHN, plumber, Leicester. June 12. Trusts.
 C. Winn, lead merchant, Birmingham, and W. H. Marrie,
 T. Jones, London.
YOUNG, JOHN RADFORD, formerly professor of mathematics
 Philip-rd., Peckham-rye. June 3. 2s. 6d.

Gazette, June 29.

BATCHELOR, EDWARD JAMES, solicitor, Cannon-st. June 15. 10s. by four equal instalments, on Sept. 15, Dec. 15, March 15, and June 15. Trust. H. A. Dubois, accountant, Greenish-gd. 6s.

BECK, THOMAS, boot manufacturer, Bromsgrove. April 29. 6s. by two equal instalments, in 3 and 9 mos from registration. Trust. A. Harrison, accountant, Birmingham.

BELL, THOMAS, hairdresser, Hanley, Liverpool. June 1. 10s. by two equal instalments, in 3 and 9 mos. Trust. L. C. Barker, brewer, Liverpool.

BROADHAUS, JOHN, commission agent, Hanley. June 4. 5s. in 10 mos.

BURCHIDGE, GEORGE EDWARD, draper, Royal-rd, Bermondsey. June 24. 12s. 6d. on July 1. Trusts. J. G. Howes, warehouseman, St. Paul's-churchyard, and J. Bath, public accountant, King William-st.

CLAGGTON, JOSEPH, wool merchant, Padsey. June 1. 4s. 6d. by four equal instalments, in 3 and 6 mos.

DUFFETT, HENRY, grocer, Farham. June 18. 6s. 8d. on Aug. 11. —guaranteed. Trust. J. Duffett, painter, Farham.

ELSON, THOMAS, general dealer, Birmingham. June 18. 2s. 6d. by two equal instalments, on July 16 and Aug. 26.

FARR, ARTHUR RICHARD, builder, Brighton. May 27. 5s.

FRYER, LUCY ELLEN, schoolmistress, Calverley. June 3. Trust. J. Taylor, professor of dancing, Leeds.

GABRIEL, GEORGE, beer and wine merchant. June 4. 4s. by three instalments of 1s., 1s. 6d., and 1s. 6d., in 7 days from registration, and on Aug. 4 and Nov. 4.

HAYDON, WILLIAM, clock manufacturer, Birmingham. June 6. 5s. by three equal instalments, in 3, 6, and 9 mos from registration, —last secured.

HENRY, ANDREW POLLOCK, wine merchant, Liverpool. June 3. Trust. G. E. Holt, accountant, Liverpool.

HUGHES, ROBERT, grocer, Birmingham. June 14. 7s. 6d. by instalments of 3s., 3s., and 1s. 6d., in 2, 4, and 6 mos.—first two secured. Trusts. R. Ince, grocer, Liverpool, and J. Eastwood, gentleman, West Derby.

HEYGATE, JOHN, dealer, Columbia-market, Bethnal-green. June 5. 5s. by two equal instalments, in 7 days from registration, and on Aug. 20.

HUNT, DAVID, grocer, Birmingham. June 3. 6s. by two instalments, 3s. forthwith, and 1s. in 1 mo from registration.

JONES, ROBERT, and J. J. J. victualler, Abbeville. June 1. Trust. E. Evans, brewer, Neath.

LANCASTER, WILLIAM, grocer, Ilkley. June 5. 10s. by three equal instalments, on Nov. 1, 1890, Nov. 1, 1891, and Nov. 1, 1892. Trust. J. Lancaster, Northway. June 14. 2s. in 7 days from registration.

MELLOR, JOHN, tailor, Ecclefield. June 21. & by two equal installments, on July 21, and Oct. 21.
MOLLOY, JAMES, painter, Manchester. May 6. Trusts: J. Woodhouse, accountant, and S. Needham, lath dealer, both Walsley.
NICHOLA, JAMES, manufacturer, Farnworth. June 21. & by three equal installments, in 3, 6, and 9 mos from June 14, secured. Trusts: E. Andrew, accountant, Manchester.
PEARS, WILLIAM, lamp manufacturer, Birmingham. June 1. Trusts: W. W. Pearce, chem merchant, both Birmingham, and J. Rigby, axle-tree maker, Walsley.
PHILLIPS, DAVID, pawnbroker, Newport. June 14. Trusts: H. Goldstein, Swansea; L. Pigelesstone, Canton, near Cardiff, both Walsley; and J. G. Jones, W. Pearce, chem merchant, W. Cleary, ironkeeper, and B. Lyons, pawnbroker, Hounslow.
RICHARDSON, JOHN RICHARD, grocer, Hanley-in-Arden. June 14. & by two equal installments, in 3 and 6 mos from registration, secured.
ROBERTS, WILLIAM STYMED, doctor of medicine, Ross. June 14. on registration. Trusts: A. Osborne, solicitor, Ross.
SOUTHOVEN, WILLIAM, plasterer, Leicester. May 21. & by two equal installments, in 2 and 4 mos from registration, last secured.
SWALLOW, WILLIAM, brickmaker, Walsley. May 21. Trusts: J. Porritt, stock dealer, Somersall.
SWINDELLA, JOHN, hatter, Manchester. June 21. & in 10 days.
THORPE, THOMAS WILLIAM, draper, Ryde. June 2. & by three equal installments, in 3, 6, and 9 mos from June 2. Trusts: Thorpe, and St. Paul's drapers, both Ryde; T. Kewen, warehouseman, St. Paul's churchyard; and N. Humphry, accountant, King-st.
WALL, CHARLES TOMLINSON, grocer, Chesterfield. June 1. Trusts: J. B. Batherly, wholesale grocer, Sheffield, and H. Osborne, bank manager, Chesterfield.
WELTON, JOHN, builder, Westgate. May 3. Trusts: D. Dinkin, whitewasher, and G. Ball, builder, Newcastle-upon-Tyne.
WILSON, DAVID, draper, West Brompton. June 21. & in 10 days from registration.
WILLA, JOHN, builder, Doddbrooks. May 21. Trusts: F. F. F. timber merchant, Doddbrooks, and J. Balfwill, lime burner, Yards.
WILSON, JAMES, hating manufacturer, Ecclefield. May 2. Trusts: W. Smith, and J. Hargreaves, jun., manufacturers, both Ecclefield, and A. Stephenson, woolcrafter, Bradford.
YORK, HENRY KINFAIRD, iron manufacturer, Grange-town, N. E. Ireland. May 2. Trusts: J. H. H. Bird, public accountant, Radinghall-st.; J. O. York, contractor, Paris; and J. Wilson, civil engineer, Royal Exchange-bldgs.

BIRTHS, MARRIAGES, AND DEATHS

BIRTHS

BINSTEED.—On the 17th ult., at Southsea, the wife of C. E. Binstead, Esq., of a daughter.

PAYNE.—On the 27th ult., at 2, Montagu-place, Montagu-square, the wife of J. Horne Payne, Esq., barrister-at-law, of a son.

SUTHERLAND.—On the 30th ult., at Westbourne-park, the wife of David Sutherland, Esq., of the Middle Temple, of a son.

MARRIAGES

LEES-JOHNSON.—On the 23rd ult., at St. Thomas's Parish Church, Wigan, by the Rev. J. C. Lees, R.A., brother of the bridegroom, assisted by the Rev. J. Cronshaw, vicar, and the Rev. G. Whalley, William Lees, Esq., solicitor, Wigan, to Emily Maria, eldest daughter of W. B. Johnson, Esq., C.M., Oswaldtwistle, Wigan. No cards.

PARKER-KITCHENER.—On the 24th ult., at Wybrigg, Barmouth, Rainsy Parker, Esq., eldest son of the late Vice-Chancellor Sir James Parker, to Frances Emily Jane, daughter of Lieutenant Colonel Kitchener, late 9th Regiment.

WELLER-LEVERMORE.—On the 24th ult., at St. Margaret's, Leamington, William John, eldest son of William Weller, Esq., of the Rye, to Sophia Levia, daughter of Frederick Levermore, Esq., of Parkville, Loughlin-hill, Lewisham, and late Princess Accountant, Inland Revenue, Somerset-house.

WHIPHAM-ALLEN.—On the 24th ult., at the Church of St. Peter Belper, Arthur Henry Whipham, of Middleborough, surgeon, to the late Thomas Henry Whipham, Esq., of Leech's Inn, barrister-at-law, to Jemima, only daughter of Richard Allen, Esq., surgeon, Belper, Derbyshire.

DEATH

DALZIEL.—On the 27th ult., at 10, Regent-terrace, Edinburgh:
George Dalziel, Writer to the Signet.

PARTRIDGE AND COOPER

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LARGE CREAM LAID NOTE, 4s., 6s., and 7s. per ream.
LARGE BLUE NOTE, 3s., 4s., and 6s. per ream.
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FOOLCAP "VILLAGE" ENVELOPES, 4s. 6d. per 1000.
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KINAHAN'S LL. WHISKY.—Dublin Exhibition, 1883. This celebrated old Irish Whisky gained the Dublin Prize Medal. It is pure, mild, and delicious, and very wholesome. Sold in bottles, 8s. 6d. at the retail houses in London; by the agents in the principal towns in England; or wholesale, at 8 Great Windmill street, London, W. Observe the red seal, pink label, and cork branded "Kinahan's LL. Whisky."

CARR'S, 265, STRAND. "If I desire a substantial dinner off the joint, the separate bill is the only one I will give, and I shall be good. I know of only one house, and that is in the Strand close to Dane's Inn. There you may wash down the roast beef of old England with excellent Burgundy, at the shillings a bottle, or you may sup on a good dinner for a shilling. *Times*, June 18, 1894, page 4c.

The new Hall lately added is one of the handsomest dining-rooms in London. Dinners (from the joint), *vo tables*, 2s. 1s. 6d.

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VOL. XLVII.—No. 1371.

To Readers and Correspondents.

A NUMBER OF STUDENTS.—The marriage is absolutely void. If either party insist on considering the marriage binding a decree of nullity can be obtained from Lord Penance. If the parties agree to separate, of course they may marry again without any formal decree of the court.

All anonymous communications are invariably rejected. All communications must be authenticated by the name and address of the writer, not necessarily for publication, but as a guarantee of good faith.

NOTICE.

The Forty-sixth Volume of the LAW TIMES, now complete, may be uniformly and strongly bound at the LAW TIMES Office for 5s. 6d.

THE
Law and the Lawyers.

The Commissioners appointed to conduct the Election Inquiries at Bridgewater, Beverley, and Norwich, have appointed as their secretaries respectively Mr. HENRY F. PURCELL, of the Norfolk Circuit; Mr. JOHN F. COLLIER, of the Western Circuit; and Mr. JOHN H. SECKER, of the Oxford Circuit.

Mr. CHARLES EGAN, a local barrister of some reputation in Warwickshire, died suddenly on Wednesday night, of apoplexy. During the day he had appeared in a case at the police court. He was called to the Bar in 1839.

A REPORTER has chronicled the occurrence of an event which has not its parallel within his memory. Three days before the termination of the sittings at Guildhall the cause list of the Court of Common Pleas was exhausted. This suggests to us a regret that there is no power in the Judges of the Queen's Bench and Exchequer to transfer some of the business of those courts to the Common Pleas. Not only, however, is this out of their power, but by a stupid provision (Common Law Procedure Act 1854, s. 2) two Judges only are empowered to try causes in the same court; and where, last week, the attempt was made to induce suitors to consent to a trial before a third Judge, it failed. Of course, dishonest defendants love delay; and because this Act says that two Judges only shall sit in the same court, and because there is no power to transfer causes to other courts which are wholly unoccupied, these persons escape with impunity for the four pleasant months of the Long Vacation. If the powers here pointed out as desirable were conferred, we should hear less of the law's delay.

THERE are, evidently, many persons who under-rate the advantage which is derived from the orderly conduct of causes by counsel. Certain individuals obtain amongst their friends a reputation for smart conversation and general readiness, and they immediately assume that they can conduct their own cases. We have no desire to say a word in disparagement of the forensic ability of Dr. THOM, but we think that if he had been allowed rope enough in the conduct of the gigantic case which he brings forward, his self-destruction would have been certain, and beyond a doubt it would have had a most salutary effect upon those people who are as yet ignorant how very great a fool a man may have for his client when he advocates his own cause. The best testimony which can be given of the value of the Bar is that so frequently and spontaneously offered by the Judges. It may be said that they are prejudiced in favour of their old calling. We believe, however, that the testimony is genuine and honest. And it was borne out by a well-known solicitor at a recent festival, who spoke strongly against the amalgamation of the two branches of the Profession.

THE Irish Church Abolition Bill has received great and important amendments in committee of the Lords. The proposal to devote a portion of the surplus to the provision of manse and glebes, for the Roman Catholic priests and Presbyterian ministers was defeated by a considerable majority, caused, as we are informed, by the secession at the last moment of the Roman Catholic peers, who, though approving the object, voted against it, fearing that it might impede the success of the Bill. It was to give time for

public opinion to form itself on this question that Lord CAIRNS proposed and carried a provision that the surplus fund should be held by the commission to be applied in such manner as Parliament may hereafter direct. When we wrote last week, it was stated in the most trustworthy political circles, that the proposal would be carried by a large majority, and a defeat was fully anticipated by the Government until it was known that the Catholic peers had resolved to oppose the amendment rather than hazard delay.

It now remains to be seen what the Commons, or rather Mr. GLADSTONE, will do with the Bill. It may be anticipated that they will refuse to accept some of the alterations. In such case there will be a conference between the Houses, and the Lords will determine whether to adhere to such as are objected to. If they persist—what next—and next, and next? But a compromise is the most probable result.

LAW OF MASTER AND SERVANT.

A CASE of great importance to employers and servants came before Mr. Justice Hannen and a jury at the after term sittings at Guildhall on Thursday. *Bedford v. Cox* was an action for wages. The plaintiff had been employed by the defendant as a collector at a salary of 2l. per week, which he had received weekly for more than two years, when he was dismissed in consequence of some inaccuracy in the accounts. The present action was brought for an extra 1l. per week during the whole period of his service, on the allegation that his services were worth more than the salary he had actually received. It was contended for the defendant that the wages paid weekly were conclusive evidence of the terms of the contract, and that it was not competent to a servant who had taken a weekly salary of 2l. per week for two years when, discharged for misconduct to claim 1l. per week more than he had received, on the plea that his services had been insufficiently remunerated. Mr. Justice Hannen, however, ruled otherwise, and the jury found a verdict for the plaintiff for 1l. per week beyond the salary he had received. In consequence of this decision, it will be necessary for employers to protect themselves against similar claims by putting into writing the terms of hiring, to be signed by the servant. Their protection hitherto has been the supposed rule that the wages actually paid were conclusive evidence of the terms of the hiring; but this being now held not to be the law, employers should be very careful to prevent subsequent claims by a written and signed contract which may be as brief as this:—

I agree to serve B. as a clerk at a salary of twenty shillings per week; one week's notice to quit to be given by either party.

Dated

(Signed)

C. D.

A TRADES UNION CASE.

THE divided opinion of the Court of Queen's Bench in the case of *Farrer v. Close*, which turned upon the question whether certain rules that permitted of payments being made in aid of "strikes" were illegal as being in restraint of trade, and therefore against public policy, so as to deprive the union of the benefit of the Friendly Societies Acts, has come opportunely to assist the discussion in Parliament on the merits of the Bill presented on behalf of the unions. The question was really reduced to one simple point—Is a "strike" in restraint of trade within the legal meaning of that term? The Lord Chief Justice and Mr. Justice Mellor say "Yes;" Mr. Justice Hannen and Mr. Justice Hayes say "No."

The latter have certainly the best of the argument. They contend that with the philosophy of the question, whether a strike is or is not in restraint of trade according to the disputed doctrines of the economists, the court had nothing to do, its business being only to require proof that the act complained of was such a restraint of trade as the law recognises; that is to say, something against public policy because it is injurious to the community, and not where it is a question only between the employer and the employed. In this sense of the term a "strike" is not illegal, for though it affects the master it does not directly affect the public. Otherwise it would be if the combination had for its objects to prevent the use of machinery, to forbid the employment of certain persons, or to impose methods and times of working, for these would affect the free action of other workmen not

being members of the union, and be in restraint of the public freedom of commerce.

This definition of the two dissenting Judges is extremely clear, and to our mind conclusive, and it is to be regretted that it did not prevail. But it will be very valuable for guidance in the framing of the new law, which must be passed next year. It is, however, an error to assert that the decision deprives the unions of protection. They have still the criminal law in common with all other subjects, and Mr. Russell Gurney's Act of last session effectually removed from them all disabilities. The judgment deprives them of the remedies given to friendly societies, but of nothing more, and these are not so desirable that there need be regret for the loss of them.

A PUBLIC PROSECUTOR.

MR. GLADSTONE has given excellent reasons for the determination of the Government not to impose upon the poor taxpayers the costs of a prosecution undertaken on his own account by a gentleman who had invested largely in OVEREND and GURNEY shares and found them to be a bad, instead of a good, speculation. Had the company prospered, Dr. THOM would assuredly not merely have acquiesced in, but he would positively have approved, the acts of the directors, for which, as they did not produce the expected results of gain to the shareholders, he has thought fit to indict them. If the facts which they are prosecuted by Dr. THOM for concealing had been published, and, as the necessary consequence, the company had collapsed immediately, who can doubt that the indignant shareholders, Dr. THOM included, would have unanimously denounced the directors for the untimely revelations that had reduced the value of their shares to *nil*. Or if it had been left to the shareholders themselves to say if the facts should be made public that would ruin their speculation at its very birth, who can doubt that they would have voted unanimously for their suppression. Mr. GLADSTONE therefore, rightly asserts that they are entitled to no special sympathy or aid from the public purse. They are a very wealthy body and well able to defray the cost of avenging their own wrongs, if wrongs they have, without asking contribution from the poor taxpayers, who took no part in their speculation and would have shared none of their profits had it been successful. Mr. GLADSTONE suggested, also, that it may be fairly questioned if it is desirable to encourage speculations of this kind by help from the public purse when they fail. People ought to know, or, if they are ignorant, it is well they should be taught by painful experience, that endeavours to obtain the profits of industry without the toil, to trade without the mental labour and responsibility of commercial enterprise, to expect great gain without incurring the risk of great loss, which is the true design and desire of shareholders, is gambling, and as such should receive no encouragement from the State. We repeat our entire approval alike of the decision of the Government, and of the reasons assigned for it both by the PRIME MINISTER and the HOME SECRETARY.

As to the larger question of a Public Prosecutor, there is so much to be said on both sides that it is difficult to arrive at any clear and decided opinion. Upon the whole, our impression is rather in its favour; but certainly it is a subject not to be hastily determined. England is the only country where that officer or his equivalent does not exist, and yet the administration of criminal justice in England will, as a whole, bear comparison with that in any other country. There are faults, it is true; but they would admit of amendment, without the entire revolution involved in the transfer of power to put the criminal law in force from the subject who is wronged to an official, who if he is less likely to be influenced by motives of revenge, will also be less open to the kindly feelings that so often lead to the practical charity of mercy and forgiveness to the sinner in the hope of repentance and amendment. We do not say that this practical mitigation of the necessary severity of the letter of the law may not be attended with counterbalancing evils, or that the advantages of a Public Prosecutor may not outweigh all that can be advanced in favour of the existing system; but it is a question to be carefully considered alike by the statesman and the lawyer before action is taken upon it, and we were pleased to gather from the silence of Mr. BRUCE

that he looks upon it in somewhat the same manner.

THE TRADES UNIONS BILL.

THIS Bill, the product of the dissenting minority of the Trades Union Commission, is to be pressed upon Parliament during the present session, in opposition to the declared desire of the Government that so great and grave a question should not be undertaken by private members, and a promise that they would themselves deal with it next year.

Therefore, as the subject is to be formally discussed and a division is to be taken on the merits of this particular measure, no apology is necessary for directing to its details the careful attention of the lawyers in and out of the House.

Some of the newspaper writers, ignorant probably of the text of the Bill, and misled by the studied temperance of the language of its advocates, have praised its moderation and recommended it as a fair compromise. Can it be so accepted?

It commences with a repeal of the existing Combination Acts, and then proceeds to legalise, in express terms, the combination, either of workmen or of employers, for mutual agreement with respect to

1. Wages to be paid.
2. Hours to be worked.
3. The persons by whom any work is to be, or is not to be, done.
4. The mode in which any work is to be, or is not to be, done.
5. Any terms or conditions whatsoever under which any work or employment shall or shall not be done or carried on.

This is in effect to abolish the existing law that makes illegal acts that are in restraint of trade, that is to say, the acts as above defined, Nos. 3, 4, and 5.

The first question that presents itself for anxious consideration is, whether combinations for all or any of these objects can be legalised with safety to the community, with justice to individuals, and without violating personal liberty.

First, for the purpose of regulating wages. As this is a matter that affects none but the contracting parties, it is undoubtedly permissible.

The like may be said of the second proposition, relating to the regulation of working hours. This also is a question solely between the employers and the employed.

Not so is it with the third and fourth proposals, which relate to combination for the purpose of regulating the persons by whom, and the mode in which, any work is to be or is not to be done.

There must be no mistake as to the meaning of this. Its manifest purpose is to legalise that which now is illegal (because it is deemed to be injurious to the community and unjust to individuals), the dictation to the master by the workman, not merely of something which concerns himself, but of that which directly affects other people, and therefore is not merely in restraint of trade but is also in restraint of freedom of labour and of personal liberty. Its meaning, in plain terms, is that it shall be lawful to form combinations to compel the employer not to employ an apprentice, or a workman who is not a member of the union, or one who is, for any cause, obnoxious to the union, or for any other reason that caprice, or malice may prescribe. What an intolerable tyranny would thus be created will be apparent on a moment's reflection—a despotism that would crush, not the masters only, but still more the working men who are not unionists. Indeed, the plain purpose of it is to force all the working people into the unions.

Not less noxious to the community would be the legalising of combinations to prescribe to employers the mode in which any work is to be or is not to be done. The purpose of the provision is to prevent the introduction of machinery, to forbid contrivances to save labour, and to compel arrangements that increase labour, such as the working of marble at the quarry, forbidding a bricklayer to use both his hands, and a mason to carry more than a certain quantity of mortar at one mount. Had this Bill been law forty years ago we should still have been in a state of comparative barbarism—all improvement stayed and all invention paralysed, and its enactment now would be scarcely less mischievous. And as if these specific claims to the regulation of the employer's

business by his workpeople were not sufficiently tyrannical, there comes the sweeping provision at its close that legalises combination for "any terms or conditions whatsoever, under which any work or employment shall or shall not be done or carried on." The 3rd section secures members of associations for any of those purposes against criminal prosecutions for any combination to carry out any of these objects. A subsequent section (the 5th) contains a proviso excepting an association formed or maintained with intent to procure the commission of an offence which shall subject the offender to prosecution. But this is quite a needless provision, for no union is formed expressly for the purpose of committing indictable offences. The complaint is, that they too often resort to illegal means to carry out and enforce a legal object. The Sheffield sawgrinders were not associated for the purpose of murdering and rattening, but they encouraged murder and the destruction of property as the illegal means by which they sought to enforce their legal objects.

The next ten sections are devoted to the enrolment of trade societies under the Friendly Societies Acts, and are in themselves unobjectionable, save that they make no sufficient provision for separating the funds of the benefit society from the funds applicable to trade purposes, an omission which should be supplied in committee.

But, having given much consideration to this subject, we have no hesitation in preferring the plan we proposed here to that proposed by the Bill before us. It will be remembered, perhaps, that we suggested the extension to trade societies of the scheme of the Companies Act; that is to say, we would incorporate them, with the same powers and the same responsibilities as a company—with a common seal, articles of association, annual balance-sheets, power to sue and be sued, responsible directors, and liability civilly for contracts and torts. This would give to them great power, it is true, but it would also impose proportionate responsibility in the exercise of that power, and especially it would secure publicity as to the objects and acts of the society, by virtue of its registered articles of association and published accounts, as well as by the necessity for the keeping of minutes of the proceedings of the governing body.

We must confess to entire inability to understand the purpose of an extraordinary provision in clause 12, which expressly prohibits a registered society from enforcing at law or in equity against any of its members "payment of any contribution, fine, or other due whatsoever, whether owing by such member under any rules or not, or of obtaining as against any member the benefit of any agreement made with such member." Does this singular prohibition contemplate merely that all payments by and agreements with members shall be enforced only under the provisions of the Friendly Societies Acts, or is it deliberately designed to prevent enforcement in any manner by process of law? This should be made clear.

Clause 14, however, fetters the members, as the 12th clause limits the powers of the corporate body. It declares that no such society shall be sued as a corporate body, in its own name or in that of its trustees or officers, and further that it "shall not be liable at law or in equity to any of its members for or in respect of any agreement or assurance made between such society and its members."

The meaning of this is obvious. It is designed to relieve the society from all responsibility, not merely to the public, but even to its own members. If, for instance, the society, in the carrying out of some resolution as to work, were to cause its members to do an injury to an employer, by this clause he would be prevented from suing the society for damages, but would be left to his remedy against the individual workman only—who would be practically free from liability, inasmuch as he would not be worth the suing. The same objection applies to the prohibition of members of the society enforcing agreements made with the society. As the Bill stands now, the society might enter into an agreement with a member, but the member would be forbidden by the Act to enforce such agreement.

The 16th section abolishes, alike in criminal and civil proceedings, the plea that the alleged act or offence is in restraint of trade. Thus is directly raised the very important question, whether freedom of trade shall continue to

be the subject of legal recognition and protection. The acts of the trades unions to which exception has been usually made are those directed to the limitation of the right of employers and individual workmen to make such bargains as they please. This clause reverses the tendency of modern legislation, which is to remove obstacles to free bargains between individuals, by legalising acts which are in restraint of freedom of trade and freedom of contract. But a proviso in this clause excepts from the operation of it the power of the courts to enforce the performance, or penalty for non-performance, of an agreement considered by such court to be contrary to public policy as being in restraint of trade, due regard being had by such court to the amount of the restriction thereby imposed on the party restrained, together with the adequacy of the consideration to the party restraining," a provision which savours more of a treatise than of positive law. Its meaning is certainly not very clear.

The Bill contains no penal clauses. It deals with this important matter by the simple process of repealing the existing Combination Acts, as they are wrongfully called, for they are not laws to prohibit combinations, but on the contrary they repeal previous prohibitory statutes, legalise associations, and merely impose penalties on certain acts which experience had shown that the associations and their members had been accustomed to do for the purpose of compelling fellow-workmen to join them, or masters to come in to the terms they dictated. The argument is that these societies should be left to the criminal law and not be the subjects of special legislation. But the question is, whether the general criminal law sufficiently meets the specific offence which members of these societies have committed at various times.

The criminal law certainly extends to such grave crimes as are recorded of the Sheffield saw-grinders. It punishes murder, blowing up houses, malicious injuries to property, such as are known by the name of "ratteing," and all acts of violence to persons. But it does not reach picketing, and such like contrivances for personal annoyance, not amounting to positive assault, but even more vexatious. The law, which exists for the protection of individual liberty, is bound to punish every form of invasion of that liberty. There are acts which, not in themselves sufficiently vexatious to call for punishment when done by a single person, are a grievous injury and annoyance when done by many acting in concert, and there is nothing unjust or invidious in making such cumulative acts the subject of special prohibition and penalty. This is what the existing law does—and it is this law which the Bill before us repeals. Is not the liberty of the subject entitled to the protection it enjoys, and would its removal be right or safe? That is the question which Parliament must ask and answer.

THE DIVISION AND DEBATE AS TO THE SALARIES OF COUNTY COURT JUDGES.

We expressed in our last number the great regret which we felt at the result of Mr. HIBBERT's motion for the increase of the salaries of County Court Judges, and our strong reprehension of the tone adopted by Mr. AYRTON and the CHANCELLOR OF THE EXCHEQUER on the occasion, especially as the lateness of the hour rendered a reply to them impossible. We think the subject of so much importance to the Profession and the public, that we offer to our readers the following additional observations and considerations on the division and on the debate. The division we do not look upon as a defeat. Fifty-eight independent members of the House, including the tellers, registered their votes in favour of the reasonable claims of the Judges, and against the unreasoning refusal of the Government to comply with them. The division included the mover and seconder of the resolution, Mr. HIBBERT, and Mr. ASSHETON CROSS (Lancashire was well represented), Mr. BERESFORD HOPE, Mr. AMPHLETT, Q. C., and Mr. HENDE PALMER, Q. C., Mr. BONHAM CARTER (Chairman of the Committee of Selection), and several other distinguished names. The quarter sessions and other accidental circumstances deprived the Judges of many of their best friends, and amongst others, of Lord STANLEY and Sir JOHN PAKINGTON.

The Scotch and Irish members present generally responded to the Treasury whip, but the distinguished name of Mr. KENELM DIGBY, M.P.

for Queen's County, appeared in the minority. Where alone the division disappointed the supporters of the resolution, was in the default of certain members, who were pledged to support it, and of whom no less than eight actually attended the previous deputation, and stated to the CHANCELLOR of the EXCHEQUER their own conviction and that of their constituents in favour of it, and their determination to vote for it. (a) Amongst them we cannot help mentioning Mr. HEADLAM, Q. C., who was entrusted with a memorial from the Chamber of Commerce of Newcastle in favour of the resolution, and Mr. NORWOOD, who attended the discussions on the Bankruptcy Bill throughout, and who were both in the House, but failed to vote.

However, the Government majority of 102 votes threw out the resolution, without a pretence of argument or reason against it. Such a defeat so caused, is not a defeat at all, but only the shadow of a certain victory hereafter. With regard to the debate there was in reality, only one speech made, and that was the very able, unanswered, and unanswerable speech of Mr. HIBBERT, who moved the resolution at nearly one o'clock in the morning. Mr. ASSHETON CROSS's few observations were, however, to the point.

Mr. AYRTON stated that there was a large deficit between the income and expenses of the County Courts, but he overlooked alike that it was fast decreasing in consequence of the extended jurisdiction and augmented business of the County Courts, and that if the Judges had continued to receive the fees originally designed for them by Parliament, their salaries would have been much higher, and the deficit would be much larger. He then proceeded to state that the present salary of 1500*l.* per annum was given to the Judges in 1865 on the understanding that bankruptcy business would be added to their duties, although the contrary was the fact, as indeed clearly appears by a question put by Mr. AYRTON himself in that year to Mr. GLADSTONE, then Chancellor of the Exchequer, and the reply of the latter. Then Mr. AYRTON asked whether the salary of 1500*l.* was to be considered a final settlement, or that any further claims were to be made in respect of any further duties. Mr. GLADSTONE replied in a manner, giving the honourable gentleman no answer, assurance, or satisfaction whatsoever. Mr. AYRTON concluded by stating that the Judges' allowance was probably double what they earned at the bar. How contrary this statement is to the fact is well known to most of our readers. Take any dozen of the Judges from the earliest to the latest appointed; take Mr. BILLINGSLEY PARRY, Q. C., Mr. BAGSHAW, Q. C., Sir WALTER RIDDELL, Mr. GALE, Mr. Serjt. PETERSDORFF, Mr. Serjt. WHEELER, Mr. ELLIS, Mr. WELFORD, Mr. STONOR (who, besides his practice, had an appointment of 1000*l.* a year as the head of the West Indian Commission), Mr. TURNER, Mr. LAKE RUSSELL, Mr. RUSSELL, Q. C. As to all these gentlemen, and most of the other Judges, it may well be said, that not only is Mr. AYRTON's statement untrue, but that the logical contrary of it is, generally speaking, the truth. But what has the question so improperly raised by Mr. AYRTON to do with the matter? If the present Judges are gentlemen whose capacities and abilities of mind or body proved inadequate for the arduous contest which ends in the highest judicial honours of the Equity and Common Law Bench, and who wisely accepted the less onerous duties of their present offices, is that any reason why the duties of the Judges of Superior Courts of Common Law, Admiralty, and Bankruptcy (we omit Equity, for remuneration was granted for that, and establishes the principle we contend for), should now be from time to time thrown on them as by the Amendment and Admiralty Acts of 1867 and 1868, and the Bankruptcy Bill 1869, without additional remuneration?

Both Mr. LOWE and Mr. AYRTON carefully avoided any reference to the cases now referred to the County Courts by the Superior Courts under the Amendment Act 1867, or the cases in which the title to real estate is involved, and in which jurisdiction was also conferred on them by that Act. With regard to the Admiralty jurisdiction, the Act of course will operate on the 1st Jan. 1869, and the rules regulating it have only just been published by the LORD CHANCELLOR and his committee of County

(a) See notice of this deputation in our number for June 12.

Court Judges, and yet in one court to our knowledge there have been forty cases, some of great importance, and we believe there have been an equal number in other courts. With regard to the equity cases, and also the referred cases and those in which title is to come in question, which Mr. LOWE and Mr. AYRTON no doubt purposely ignored, we would refer the CHANCELLOR of the EXCHEQUER to the *County Courts Chronicle*, much known and largely circulated in the Profession, but with which he is perhaps unacquainted. If he will refer to the judgments there reported of the learned Judges of County Courts, and especially of Mr. ELLIS, Mr. FALCONER, Mr. HERBERT, Mr. SHAW, and Mr. WELFORD, and Serjt. WHEELER, we think that he will not venture to repeat his assertions. The gentlemen we have mentioned are only some of whose judgments we have here had opportunities to obtain full and accurate reports, and we have every reason to believe that most of the Judges have discharged their large and multifarious duties as ably as those we have mentioned.

With regard to the quantity of work performed by the County Court Judges, we have no hesitation in saying that whenever it is inquired into it will be found that they are occupied more hours in the public service than the Common Law Judges, and it is to be remembered that they have no secretary, clerk, or attendant, to assist them in their courts.

The friends and supporters of the Judges of the County Courts, the Profession and the public, regard the decision of the House of Commons as an injustice, and the language of the Government as an insult. The House of Lords will soon have to deal with this measure, and we hope that the clause conferring the whole duties of the present Metropolitan Court and the Court of Appeal on Mr. Commissioner BACON, and the duties of the district commissioners on the County Court Judges, will be struck out until the Bill is accompanied with another increasing the salaries of both.

That assembly has lately been charged with "unwisdom," and the country has resented the insult; we hope that in this case it will show its regard for that great maxim of absolute wisdom that "the labourer is worthy of his hire."

DEFENDANTS IN SCOTLAND.

A VERY singular anomaly exists in our procedure as regards jurisdiction over defendants resident in Scotland. This will be illustrated by the following case which has come to our knowledge A, B, and C, are co-partners, carrying on business in a northern county in England. B and C are men of straw, and the partnership property at the place of business consists only of landlord's fixtures. A resides in Scotland, and is the monied member of the firm. A bill of exchange having been accepted by the firm is dishonoured at maturity. It is useless to proceed against B and C, and A cannot be reached by any proceedings taken in this country. The anomaly is this. As our readers know, the Common Law Procedure Act of 1852, by sects. 18 and 19, provides for suing persons out of the jurisdiction, and the former section commences thus: "In case any defendant, being a British subject, is resident out of the jurisdiction of the said Superior Court in any place except in Scotland or Ireland, &c."

This anomalous provision is noticed by Mr. Day in his edition of the Common Law Procedure Acts. In a note to the section he says, "It is to be observed that a writ cannot be issued under this section against a defendant residing in Scotland or Ireland. The words creating the exception were introduced into the Act at the last moment. A Scottish plaintiff may sue an English defendant in the Courts of Scotland if he have any property which can be attached *jurisdictionis fundandæ causa*, and the latter may never hear of the action till he finds his property seized by a judgment-creditor. An English creditor has no such remedy against a debtor in Scotland or Ireland. He must go to the Scottish or Irish courts, as the case may be; and this, even if the debtor have all his property in this."

In connection with this subject the action of the Legislature has been remarkable, for by the Act of 31 & 32 Vict., c. 54, a judgment obtained in England is, by registration, made effectual in Scotland, and *vice versa*. To our mind this is beginning at the wrong end of the procedure. A judgment cannot be obtained in this country against a debtor in Scotland, because a writ will

not run into Scotland. The only conceivable use of the Judgments Extension Act is to attach in Scotland the property of debtors against whom judgment may have been obtained in England whilst within the jurisdiction.

An early opportunity should be taken of placing this branch of our procedure on a sensible footing.

PROSTITUTES IN PUBLIC HOUSES.

WE have before us an Irish decision which is on all fours with the Haymarket case which recently came before the Middlesex sessions. According to the case stated by the Dublin magistrate, the complainant, an inspector of police deposed that on the night of the 19th Dec. 1868, at about ten minutes past eight o'clock, he entered the public-house of the defendant and went into a tap-room, and saw there thirty or forty soldiers and ten women, three or four of whom he knew to be prostitutes, and the rest he suspected and believed to be prostitutes; they were sitting at table in company with soldiers; the defendant himself was not in the house, as he was ill; but the witness was accompanied by the defendant's wife, who managed the business of the house, to whom he complained that the women were prostitutes, to which she replied that they came in with soldiers and that she did not know who or what they were; there were no other women but the ten that witness could see at the time. On cross-examination the witness said that the women were sitting at different tables, mixed up with soldiers; there were drinking vessels on the table; the women were not talking to each other, but were talking to soldiers, of whom there were about thirty or forty in the rooms, and there was no appearance of improper and disorderly conduct in the room.

For the defendant it was deposed by his shop assistant that none of the women in the room on the occasion of the visit of the police came in alone. That they all came in accompanied by men, and all got refreshments in the ordinary way. They and the men accompanying them came in in different numbers. Witness also added that he received orders from his master, the defendant, never to allow prostitutes in without a man, and that those orders were also strictly observed and enforced.

And on the defendant's behalf it was contended that the presence in his house of ten prostitutes, who came in as described, and only for the purpose of getting refreshments, did not constitute a meeting within the provisions of the statute 5 Vict. c. 24, s. 17, under which the complaint was brought, and that the magistrate should not convict the defendant without some evidence that the prostitutes assembled and met for the purpose of prostitution.

The magistrate, however, considered that the prostitutes, or the majority of them, had been permitted to continue in the defendant's public-house for a longer period than was reasonable or necessary for the purpose of refreshment; and held that such an assembly of soldiers and prostitutes as described was in violation of the Act of Parliament, as being likely to result in breaches of morality and decency. He accordingly convicted the defendant of knowingly permitting prostitutes to meet together and remain in his house contrary to the statute.

This is exactly similar to the decision of Mr. KNOX. It was appealed from to the Court of Common Pleas, which court quashed the conviction after the manner of the Middlesex magistrates.

The court were of opinion that to justify a conviction it was not sufficient that prostitutes were in the house together; that it was necessary that the magistrate should arrive at the conclusion that the women came to the house for the purpose of prostitution or other disorderly conduct; that on the case there was no finding by the magistrate that, as a fact on the evidence, he arrived at the conclusion that the ten women, or any of them, had gone into the appellant's house either in furtherance of prostitution or in the capacity of prostitutes; that he did find that they remained longer than was necessary for refreshment; but the conclusion he arrived at from that fact was not a fact, viz., that they came into the appellant's house, or were there in their vocation, or in furtherance of it; but only a probability that such assembly was likely to result in breaches of morality. And as the magistrate did not appear himself to have come to the conclusion essential in order to bring the

case within the statute, the court, without giving any opinion as to whether he would have been justified on the evidence in coming to such a conclusion, was of opinion that the conviction should not be upheld.

The position of this question is, therefore, this: Unless prostitutes are actually proceeding in a manner in furtherance of their wretched avocation there can be no conviction; and stopping in a public-house longer than is necessary for obtaining refreshment is not such a proceeding.

AGREEMENTS FOR LEASES, AND LEASES.

LANDOWNERS and tenant farmers, house owners and house occupiers, are continually asking themselves these questions:—"Is the printed or written paper, under which I hold, or have granted to hold, my premises, sufficient? Is it a lease or only an agreement for one? It is so full and circumstantial that I do not see how a further document would make things plainer, or my position safer; and yet my solicitor tells me I ought to execute one! What is the practical difference between an agreement and a lease; and how am I to know whether this is the one or the other?" These questions, so natural and easy to be put, are not so easy to answer. It is the object of this paper, however, to attempt to do so; and to help the landed interest, if not to dispense with lawyers in the matter, which would be in the last degree dangerous, at least to understand something of the law, which regulates transactions of everyday occurrence to themselves.

It is necessary then, in the first place, to impress on them this fact, that an instrument, although it styles itself an "agreement," or a "memorandum of agreement," or "articles of agreement," may, nevertheless, be a lease. And that, on the other hand, one which on the face of it appears to be a lease, may, all the while, be an agreement only.

How, then, is one to know to which character the instrument belongs? The real test seems to be this: what—assuming that it has complied with the statutory formalities as to its being in writing, or under seal, and as to its stamp (of which presently)—was the intention of the parties to it, at the time of entering into it, as disclosed by its contents? Subsequent acts done by them under it, or their declarations, are not to be relied on as determining its character (*Doe v. Powell*, 8 Scott N. R. 687), except the acts of entry and possession by the tenant, and of payment of rent by him, and acceptance of it by the landlord. This seems, it must be confessed, rather a vague and unsatisfactory way of stating the test, as it still throws us on the particular terms of each agreement—which are indefinite in their variety—for the discovery of that intention. And yet it seems all that can be said, in a general way. It may be made clearer, however, by a few illustrations. Thus, it may be considered that the words "A. agrees to let, and B. to take;" "A. does this day agree to let;" "You shall have a lease," followed by immediate occupation (a) by the tenant, constitute a lease, even although the instrument contains words pointing to a subsequent lease; for these words may be satisfied by referring them to the execution of a second lease by way, as the lawyers call it, of "further assurance," setting out more fully the terms of the holding, and so "assuring" to each party more completely their respective rights. So, the stipulation that "until a lease is executed the parties shall stand in the same relation as if it had been" is a strong indication of its being a lease; and so, if the instrument contains provisions usually found in actual leases. Again, certainty as to the amount of rent and time of its payment, and as to the commencement and duration of the term, or an expenditure by the tenant on the premises in compliance with the instrument, point to a similar construction.

On the other hand, if the lessor had not at the time the power to grant a lease, it is not one, though in terms it would appear to be so; nor does the absence in it of words pointing to a future more formal instrument show it to be a lease. So a stipulation that the tenant shall hold on "all usual covenants where the premises are situate," is strong to show it an agreement only.

(a) It is true Mr. Platt (*Leases*, vol. 1, p. 611) says this circumstance does not materially affect the construction; yet he admits cases have decided that it does,

As to the statutory formalities to be observed, the subject may be treated under two heads:

1. As regards interests in lands and houses which do not, and

2. As regards such as do, exceed three years from the making thereof.

First, as to interests not exceeding three years. These, if leases, and reserving rent to the amount of two-thirds of the full improved value of the thing demised, were not required by the (old) law to be in writing (29 Car. 2, c. 3, s. 2), and therefore need not be by deed (8 & 9 Vict. c. 106, s. 3), nor even in writing, now. But such a lease by a corporation must be by deed.

If, however, these interests are, as they may be, created by deed or writing, an *ad valorem* stamp on the amount of rent is necessary: (13 & 14 Vict. c. 97; 17 & 18 Vict. c. 83, s. 24.) If the lease be of a furnished house for less than a year, and the rent exceed 25*l.*, a 2*s.* 6*d.* stamp is necessary, which may be adhesive, and across which every party, if not more than two, must write his name: (24 & 25 Vict. c. 21, sched. B.)

If the instrument be an agreement only, it must be in writing, in order to be valid at law (though if made by an agent he need not be authorised in writing), or at least, and this virtually amounts to the same thing, no action can be brought upon it unless it be in writing: (29 Car. 2, c. 3, s. 4.)

In equity, however, an agreement not in writing will be enforced, if it has been partly performed.

What amounts to a part performance is in itself a long chapter in law, and need not here be gone into.

If the agreement be by a corporation it seems it must be by deed: (*Carter v. Dean of Ely*, 7 Sim. 211, 227.) Entry under a mere agreement constitutes a tenancy at will (*Woodfall's L. & T.* 155), and payment of rent a tenancy—or, at least, evidence from which a jury may find a tenancy—from year to year: (*Ibid.* p. 153.)

The stamp on such an agreement is the same as on a lease for the same rent, term, &c.: (23 Vict. c. 15.) If it be an agreement for a furnished house for less than a year, the stamp is the same as on a lease thereof for such a term: (24 & 25 Vict. c. 21.)

Secondly, as to interests in lands or houses exceeding three years, or—if the reserved rent be not two-thirds of the improved annual value, or the lease is to begin from a day subsequent to the making (a) thereof—not exceeding three years.

These, if leases, must be by deed (8 & 9 Vict. c. 106, s. 3); but if not by deed, and therefore not valid as leases, they may still be good as agreements, and enforceable as such in a court of equity, or by action for breach of them at law, if founded on what is called in law a "good or valuable consideration." That is, the party making the promise must have obtained some advantage, and the party with whom such promise was made must have suffered some loss, or sustained some injury or inconvenience, in consequence of the making or accepting the promise. And this "consideration" must be mutual, i.e., there must be one moving from the landlord to the tenant, and also from the tenant to the landlord; otherwise it is one-sided, and incapable of being enforced. Thus a tenant, who has stipulated to repair (in an instrument void at law for not being by deed), and has entered and paid rent, cannot allege want of consideration on his own part as a ground for relieving himself from his stipulation. His entry and payment has raised such an equitable obligation in the landlord to fulfil his part of the contract (i.e., to do everything that is properly incidental to a tenancy) as will support the stipulation. And such a stipulation to repair is not inconsistent with a tenancy from year to year: (*Ecclesiastical Commissioners v. Merral*, L. Rep. 4 Ex. 162.)

These interests must, moreover, to be good as agreements, be in writing, for the same reason as agreements for interests under three years: (29 Car. 2, c. 3, s. 4.)

If leases, the proper stamp on them is an *ad valorem* one on the rent: (13 & 14 Vict. c. 97.)

If agreements for a term not exceeding seven years, they must be stamped as leases for the same term, rent, &c.: (23 Vict. c. 15, sched.) If agreements for terms exceeding seven years, then they seem to require a sixpenny stamp

(a.) This would seem to mean "from the execution thereof" as an instrument dates from its delivery.

only, as agreements "not otherwise charged," if the subject-matter of them be over 5*l.*: (*Ibid.*)

The chief practical difference between an agreement for a lease, and a lease, now that the stamps on them are generally the same, is, that in the former the tenant, not possessing, at least until he has paid rent, the legal estate, the landlord may bring an action of ejectment against him at any time without notice, should he enter and occupy; and his only redress, if any, is to obtain an injunction in equity to restrain him. Whilst, on the other hand, and for the same reason, the landlord cannot, at least until payment of rent by the tenant, have the summary remedy of a distress, for rent in arrear, but will be driven to his action in damages for use and occupation: (5 *Davidson's Convey.* p. 17.) Not that even a lease passes the legal estate to the tenant by force of, and instantly upon, its execution, unless and until the lessee, as he generally does, or has previously done, "enters:" (*Co. Litt.* 270, a.) This entry must be an actual one on a part of the premises in the name of the whole, by himself or his agent.

The following advice then, upon the whole, is offered:

Find, first, from the instrument itself, whether it is an agreement or a lease, and then apply the above-mentioned statutes, and see how far it has complied with their requirements, as to its being in writing, or by deed, or being duly stamped. And if it be still in course of preparation, and unexecuted, and the intention be that it should operate only as an agreement, insert in it a clause to that effect, to obviate all future questions about it.

MISSTATEMENT OR FRAUD?

The careers of limited liability companies have done a great deal to illustrate the distinction between misstatement and fraud. This distinction we have seen cropping up again in the case of *Jacomb v. Watkin*, which has occupied so much of the London sittings in the Court of Queen's Bench, and therefore it may not be labour lost if we look at the judicial decisions respecting fraud and misrepresentation, to use the legal expression, in order to see the reasons which underlie the distinction.

We may notice, in the first place, that strong objection has been more than once expressed to the use of the word fraudulent, and conspicuously so in the case of *Turquand v. Marshall*, the hearing of which before the Lord Chancellor we report this week (see also *L. Rep.* 4 Ch. App. 276.) This case was originally before the Master of the Rolls; and his Lordship, upon counsel using the word "fraudulent," interposed by saying, "I do not like the word 'fraudulent,' the expression is 'false.' That is the proper statement. I do not like to have the word 'fraudulent' used unless there is strong proof of it. It means not merely falsehood, but falsehood for the benefit of the persons who utter the falsehood. As the case is put to me, no case of that sort is opened. The case put by Sir R. Palmer has been, negligence and improper conduct, for which they are liable, but from which they did not get the slightest benefit themselves."

Having these observations of the Master of the Rolls, it is interesting to look at the description of the bill given by Lord Hatherley. He said, "The whole scheme of the bill is to represent a series of balance-sheets annually laid before the company at their general meetings, in which were contained false entries misleading the whole of the shareholders into a belief in the prosperity of the company, when it was in fact failing, and hiding from them the fact that one-half of the capital had been exhausted together with the surplus funds." From this it would appear that unless there is a covinous proceeding leading to the aggrandisement of the individual, it is useless to go into equity, on the ground of fraud. The remedy is by a civil action by each individual shareholder against the directors, not for fraud, but for misrepresentation. How difficult it is to prove a case of this kind, *Jacomb v. Watkin* shows. The proceeding in reality is an attempt to make a trustee liable in damages for a breach of trust, or in equity, to compel him to pay back moneys lost by the ill-management of the business. To represent that a business is flourishing, when it is failing, is a misstatement, but the damage resulting is not so easily ascertainable as in other

cases of misrepresentation, as, for instance, of the value of a public-house. Referring to the case of the *Western Bank of Scotland*, in the Scotch Court of Session, Lord Hatherley remarked, "If any shareholder had been deceived, and induced to remain longer in the concern, and had thereby incurred loss, such a loss might, perhaps, have been recovered by him in an action at law, though the Lord Justice Clerk seemed to have had some doubt, and to have considered the damage very remote. But in that case it was clear that each shareholder must recover for himself the loss which he might have received by having purchased his shares under misrepresentation."

Therefore, we see that, as a matter of inducement, a misrepresentation to be fraudulent must be made for the express purpose of obtaining a benefit for the person making it. There must be an intention to deceive, and damage resulting from the deceit. If, as the Lord Justice Clerk says, the damage sustainable by a shareholder is too remote, fraud cannot be proved against directors of companies in a civil action where they have published a false prospectus. But we must pursue this matter further, and inquire what is the intention of those who publish a false prospectus or who "cook" balance-sheets. That intention undoubtedly is to induce the shareholders to keep the concern afloat as long as possible, and from this concern the directors derive an annual income. Consequently a personal advantage is obtained by the false statements or device; but because that advantage is not direct, as in *Gerhard v. Bates*, 2 E. & B. 476, and because the proceedings of the directors amount only to "negligence and improper conduct," the Master of the Rolls objects to the use of the word "fraudulent," and substitutes the word "false."

Now taking the great case of *Pasley v. Freeman*, and the numerous decisions of which that is the chief, we find the principle to be that a mere falsehood is not enough to give a right of action; but if it be a falsehood told with the intention that it should be acted upon by the party injured, that party would have his remedy. This principle was affirmed in the Exchequer Chamber in *Langridge v. Levy*, on the ground that there had been fraud and damage resulting from it. Thus we find a false statement regarded as a fraud and punished accordingly. The result at which we must arrive is that there is very little distinction between a false statement and a fraudulent statement, where the knowledge of the person making it is equal in each case. A learned author, dealing with fraud in the sale of personalty, says, "Although fraud has been said to be 'every kind of artifice employed by one person for the purpose of deceiving another,' courts and lawgivers have alike wisely refrained from any attempt to define with exactness what constitutes a fraud, it being so subtle in its nature, and so Protean in its disguises, as to render it almost impossible to give a definition which fraud would not find means to evade;" (*Benjamin's Sale of Personal Property*, p. 314.) That is to say that whilst in every knowingly false statement, fraud *prima facie* exists, it is so difficult to satisfy the law's conception of fraud that its actual presence can rarely be proved. Therefore if the word fraudulent were erased from our legal vocabulary the loss would be rather an advantage than otherwise.

THE LAWS AGAINST BETTING AND GAMING.

A LITTLE pamphlet has very opportunely appeared which enables us to understand, as far as may be, the policy of the Legislature in passing laws for the suppression of betting, and argues well the question whether the betting prosecutions should be directed against Messrs. TATTERSALL's as against minor establishments of a similar kind.

The principal point made by the writer is, that Sir ALEXANDER COCKBURN, who framed and carried the 16 & 17 Vict. c. 119, declared at the time he introduced the Bill, that it was directed against a practice recently sprung up, and not against Messrs. TATTERSALL's and establishments of that nature, supported as they are by long custom. The words of the Chief Justice are cited to show that TATTERSALL's must be exempt, but we cannot agree with the writer that because the framer of the Bill wished to exempt that famous place of resort, therefore it is exempt. Sir A. COCKBURN said that the difficulty which arose in legislating upon this subject, was to be

found in the disinclination which was felt against interfering with that description of betting which had so long existed at TATTERSALL's and elsewhere in connection with the great national sport of horse-racing. This he did say beyond a doubt, and the only question is whether his Bill spoke as clearly as himself, and overcame the difficulty by steering clear of the favoured betting places.

The writer of the pamphlet very ingeniously takes sects. 1 and 2 of the Act, together with the speech of the now Chief Justice, and out of the most comprehensive view extracts the conclusion that what Sir ALEXANDER said he intended he has actually effected. Now for the purpose of seeing whether this is so we must look carefully at the Act. The preamble undoubtedly refers to a new kind of betting-house, the proprietors of which gambled with their customers, a system which the Act designed to suppress. The first section says, "No house, office, room, or other place shall be opened, kept, or used for the purpose of the owner, occupier, or keeper thereof, or any person procured or employed by or on behalf of such owner, occupier, or keeper, or person using the same, or of any person having the care or management, or in any manner conducting the business thereof betting with persons resorting thereto; or for the purpose of any money or valuable thing being received by or on behalf of such owner, occupier, keeper, or person as aforesaid, as or for the consideration for any assurance, undertaking, promise or agreement, express or implied, to pay or give thereafter any money or valuable thing on any event or contingency of or relating to any horse race, fight, game, sport, or exercise; or as or for the consideration for securing the paying or giving by some other person of any money or valuable thing on any event or contingency as aforesaid; and every house, office, room, or other place opened, kept, or used for the purpose aforesaid, or any of them, is hereby declared to be a common nuisance and contrary to law."

Taken apart from the speech which introduced the Bill, this section can have but one meaning, namely, that all places inducing to the congregation of persons for the purpose of betting should be a nuisance and contrary to law. It satisfies the statute if a person procures another to come and bet with the persons who resort to his place. This person need not be employed, that is to say, made use of for the express purpose, but it is sufficient if he be procured. This distinction is material. A person is equally procured, whether he be paid to do a certain thing or whether he be attracted to do it. If by the attractions provided by facility of meeting with men of his class, a man goes to a place prepared to bet with persons resorting to it, is not a temptation thus held out to the general public to go there and make their bets? And was not the greediness of the public for the excitement of betting exactly what the Legislature meant to check when they passed the Bill brought in by Sir A. COCKBURN?

We are disposed to think, indeed, that TATTERSALL's is more within the Act than are the offices of the betting commission agents which have been attacked by the police, and Mr. POLAND's plea that TATTERSALL's is a club is about the most untenable that could have been set up. Any body of men may form a club by subscribing one penny apiece, and we suppose no one would venture to say that the rate of subscription has anything to do with the question. The word used in the section is "resorting," which, if anything, admits rather than negatives the presumption of an application for admission, and whether a person so applying pays, or whether he does not, is a matter of no moment.

We have taken a view opposed to "LEX," who writes the pamphlet which suggested this article, and we do so because we do not travel out of the Act to look at what Sir A. COCKBURN's intention was. Had the Legislature intended to spare TATTERSALL's and the commission offices they should have done so expressly. As it is, the "club" theory being exploded, we do not see how the ancient institution is to be protected whilst less noxious modern ones are prosecuted. What if an opposition TATTERSALL's started tomorrow—would it be liable and the old one exempt? Clearly a custom in favour of that which is contrary to law is a bad custom, and could not be supported. If the pending prosecutions succeed, *a fortiori* should a similar prosecution succeed against TATTERSALL's.

THE POWERS OF VOLUNTARY BODIES.

At a time when there is before us a near prospect of what is called voluntarism assuming a prominent position in our social arrangements, it is very important that every one should know what are the powers of voluntary bodies, that is to say, a collection of persons unincorporated, governed by no charter and no Act of Parliament, first where they are acting as trustees of endowment funds, and, secondly, where they are unfettered by any devise, but are free to follow their own inclinations to the limits allowed by law.

From one or two recent decisions we are led to infer that the courts are disposed to uphold the independence of voluntary bodies, to allow them to be judges of their own concerns, and to interfere as little as possible with the administration of their affairs. One of the most important duties of a voluntary religious body is, obviously, the appointment of its minister, and the power of such a body in dealing with its minister is illustrated by the case of *Cooper v. Gordon*, before Vice-Chancellor Stuart, 20 L. T. Rep. N. S. 732. There, it is true, there were endowments to be administered by trustees in paying the minister. But the same principle arising in all these cases arose there, namely, the principle affecting the power to dismiss on mere caprice and upon grounds not tenable in the case of master and servant.

The facts in that case are edifying in many respects. Had the minister, who was there the defendant, been guilty of immorality or heterodoxy, the congregation would, of course, have had a right at once to eject him from his office. But Mr. Gordon was not charged with anything of this kind, and there was nothing in the rules of the society with reference to the removal of the pastors. Was, then, the majority to govern the minority? and was a minister to be dismissed upon grounds affecting merely the composition of his sermons? Of course, it will at once occur to the legal mind that the question is one of contract between the parties, and where the contract is not in writing usage must govern. It appeared in the case of *Cooper v. Gordon* that the objections to Mr. Gordon were not of such a nature as would have justified his dismissal without notice, but were simply as follows:—1. That his sermons were too argumentative, containing trains of reasoning which the people could not carry away with them. 2. The sermons were above the level of the great mass of people, not being sufficiently simple. 3. They were too Arminian in doctrine. 4. They set up too high a standard of Christian life, not taking sufficient account of the influence of trials, &c. 5. There was a deficiency of unction, of Gospel power, and Christian experience. 6. The motives from which Christians were exhorted to act were not those of Christian love, but of dry, rigid duty. 7. The work of the Spirit was not sufficiently dwelt upon. 8. In some of the sermons there was nothing said to unconverted sinners.

And we may briefly say that it was in the power of the majority of the congregation on such grounds as these to dismiss their minister against the wish of the minority.

This doctrine is carried to its full extent in a case more to the point as regards voluntary bodies bound by no trust but governed only by ordinances—the case of *Perry v. Shipway*, 1 Giff. 1. There it was recognised that a dissenting minister is merely tenant at will of the trustees, and if a majority of the trustees choose to prevent him from preaching they can do so. That was established at law by two cases which it may be wise to notice. They are both reported in 10 B. & C., the first, *Jones v. Jones*, at p. 718. That case decided that where a dissenting minister was, after his election, placed in possession of a chapel and dwelling house, by certain persons in whom the legal fee was vested in trust, to permit and suffer the chapel to be used for the purpose of religious worship, he was a mere tenant at will to those persons, and that his interest was determinable by a demand of possession, without any previous notice to quit. The other case which follows this is *Nicholl v. McKaeg*, at p. 721. That case is strictly in accordance with *Jones v. Jones*, but goes further, and says that the minister is not entitled to reasonable time to remove his goods. Lord Tenterden, in his judgment, said, “It was contended that a mere demand of possession was not in this case sufficient to determine the tenancy, but that a reasonable time ought to

have been allowed the defendant for the purpose of removing his goods. We can find no authority in the law for such a proposition.”

Therefore we have it established—and the *Attorney-General v. Aked*, 7 Sim. 322, is a further authority—that a dissenting minister may be turned out of his pastorate by a majority of his congregation, and that if he is occupying a house belonging to the trustees of the chapel, and which may be in part payment of his salary, he may be ejected after mere demand of possession, and not even allowed a reasonable time to remove his goods.

There remains the question of the rights of the minister in the event of a capricious or improper dismissal by the majority of the society or congregation. In *Cooper v. Gordon*, the Vice-Chancellor notices that this question was passed over in the judgment in the *Attorney-General v. Aked*. He says, “The judgment leaves open the question whether, in case of a capricious or improper dismissal, the court might interfere.” And he adds, “This is not very important, because of the improbability that anything done by the majority of the congregation concurring with the majority of the trustees, could be capricious or improper.” Of course, if this is assumed, every voluntary body is entirely exempt from responsibility. A minister may be engaged for no definite term, and may be suddenly dismissed by a majority which has taken some ridiculous offence; he may be turned with his goods out of his house and into the street, and if he makes complaint to any court of law or equity, he is met by the assumption in favour of the *bona fides* and good sense of majorities. In a case which we reported last week, *Hoare v. Anderson*, at Nisi Prius, Chief Justice Cockburn went still further than this, where an inmate of a charity complained of wrongful dismissal, holding that to make the voluntary governing body liable for the wrongful act, *mala fides* must be clearly proved. There his Lordship refused to allow the question to go to the jury whether the governing body had acted improperly and treated the inmate capriciously, assuming, it is to be apprehended, that such a body could not be guilty of caprice or impropriety.

Vice-Chancellor Stuart thinks it a wise law which gives absolute power to the majority of a voluntary body. It may be so, but what is the result? The minority secedes. “When the minority refuse to submit,” he says, “peace is maintained by their seceding, and forming themselves, if they can, into another harmonious congregation.” Such a condition of things must be regarded as intensely unsatisfactory to ministers and minorities. In fact, we cannot look forward with any degree of contentment to the voluntarism of the future. The Vice-Chancellor truly says it is vain to try to confound the position of a dissenting minister, as to the permanence of its tenure, with that of a public officer, of the rector of a parish, or a parish clerk. Instead, therefore of giving some sort of stability to the tenures of all ministers of religion, the tendency now is to bring the Church to the level of instability belonging to the ministers of voluntary societies. If fully carried out, a rector will be in a worse position than his clerk now is; in short, all those whose condition is now assured will become subject to the caprice of the majority of their congregations, and liable to be turned out of their houses, where those houses belong to the trustees of the society or sect, without being allowed a reasonable time to remove their goods.

SAYINGS AND DOINGS OF THE COURTS.

[CONTRIBUTED BY THE REPORTERS OF THE SEVERAL COURTS.]

HOUSE OF LORDS.

On Thursday, July 1, the Lord Chancellor, Lord Chelmsford, and Lord Colonsay, were present, and were assisted by the following judges: Justices Mellor, Keating, and Brett, and Barons Bramwell and Cleasby.

The arguments in *The Queen on the Prosecution of the Mayor and Corporation of Southampton v. The Port and Harbour Commissioners of Southampton*, in error from the Exchequer Chamber, was proceeded with. The case before the Exchequer Chamber is not reported, but that in the Queen's Bench will be found in 30 L. J. 244, Q. B. The circumstances were as follows:—A *mandamus*

had been obtained calling on the respondents to enforce payment from the Dock Company of Southampton of such a sum as would make up the income of the commissioners from dues on goods equal to 1000*l.* per annum. The corporation of Southampton were the promoters, and their direct interest in the money to be recovered from the Dock Company was supposed to be that they were entitled to one-fifth of that sum, when it should have been recovered from the Dock Company. The money was sought to be recovered from the Dock Company under 6 Will. 4, c. 29, s. 124, and the right of the corporation to have one fifth of the sum recovered from that company was alleged to have been created by 43 Geo. 3, c. 21, s. 19, which established the commissioners. The Court of Exchequer Chamber, being of opinion that the corporation had no right to the fifth part of the money sought to be recovered from the Dock Company, reversed the decision of the Court of Queen's Bench, which had turned upon another point. At the conclusion of the arguments the Lord Chancellor put the following questions to the learned judges, who requested time to consider their opinions:—First, whether the writ of *mandamus* in this case was good and satisfactory; and secondly, whether, according to the construction of the Acts of Parliament relating to the docks and port of Southampton respectively, the income of the commissioners arising from rates, duties, and payments in respect of goods, wares, or merchandise referred to in the 124th section of 6 Will. 4, c. 29, was to be taken as inclusive or exclusive of the one-fifth share payable to the corporation of Southampton out of the said rates and duties. The further consideration was adjourned *sine die*.

The arguments of the appellants in the Sheddin legitimacy case (*Sheddin and another v. The Attorney-General*) are at last ended. Mr. Sheddin, following his daughter, addressed the House during the whole of Friday, July 2, their Lordships repeatedly interrupting him with complaints of his unnecessary repetitions and digressions. The Lord Chancellor said that he persisted in giving all sorts of irrelevant details from personal recollection, and in reading at length what his daughter had already read five or six times over; and their Lordships had marked in the printed books of the case that they had before them. The Lord Chancellor added that they were in possession of all the material facts of the case, and urged Mr. Sheddin to argue the points that had been suggested to him for argument. At the end of the day's sitting, Mr. Sheddin was told that his address must be finished early on the Monday following, the Lord Chancellor observing that he had only taken three lines of notes and that the case had not been at all advanced during the day. On Monday last much time was occupied in contention between him and the noble and learned lords; and Lord Chelmsford said that he felt bound to say that the appellants seemed to him to be trying to keep their case as long as possible before the public, disregarding the interests of the public and those of other suitors. When their Lordships were about to adjourn for lunch, the Lord Chancellor, addressing Mr. Sheddin, said: “The time has come when we must declare this painful argument closed. We have repeatedly told you that we should be glad to listen to any argument, but you have substituted declamation and details of family history for argument. The few arguments that we have had from you have been mere repetitions of those used by your daughter. Public time can no longer be thus wasted. If you have anything more to say it must be said within the next five minutes.” Mr. Sheddin begged that he might be allowed another half hour, and added a few more remarks. Their Lordships then retired, the Lord Chancellor previously saying: “You have now been heard between six and seven hours. We realise the importance of the issues to yourself and daughter, and we have been most anxious to give you every possible indulgence. But the issues have been nearly smothered by the mass of irrelevant matter introduced. You have added no new arguments to those of your daughter, and we are of opinion that your case is closed. The questions are these: Ought the court below to have called a jury? Were the inferences drawn from the evidence by the court below right or wrong? Was evidence improperly admitted or rejected by the court below? Does the new evidence, discovered since the trial in the court below, affect the accuracy of the decision then arrived at? We will take time to consider whether we need call upon the counsel on the other side.” The further consideration of this case was then adjourned *sine die*. It may be interesting to note the time occupied in the addresses of the appellants. Miss Sheddin applied for a further postponement on April 26, but the application was refused by the House, and it was ordered that the case should be proceeded with peremptorily on the following day. On April 27 accordingly Miss Sheddin commenced her address, and continued it on twenty-one days between that date and June 22. She occupied eighteen days in her



statement of facts, and three days in arguments of law. Mr. Shedden spoke for one day and a half, when he was stopped by the House. The case of the Shedden family has been before the public in one form or another since the early part of the present century. The question under the present appeal has been as to the legitimacy of Mr. Shedden. In 1860, the appellants presented a petition to the Divorce Court praying that Mr. Shedden might be declared legitimate and a natural born British subject. This proceeding was under the Legitimacy Declaration Act (21 & 22 Vict. c. 83). The full court, consisting of the Judge Ordinary (Sir Cresswell Cresswell), and Justices Wightman and Williams, pronounced against the petition. This judgment was the subject of the present appeal. The case in the court below is reported in 3 L. T. Rep. N. S. 202; 2 Sw. & Tr. 170. A most interesting account of the remarkable story of the Shedden family will be found in the *Law Magazine and Review*, vol. 23, p. 344.

The case of the *Duke of Queensberry and Buccleuch v. Walfield and Kennedy* (with a cross-appeal), was argued on Monday, Tuesday, and Thursday last. This is an appeal from a judgment of Vice-Chancellor Malins (reported in 15 L. T. Rep. N. S. 462; 1 L. Rep. 4 Eq. 613), by which it was held that where a local inclosure Act had placed the purchaser of land sold to pay expenses, and the lord of the manor, in the ordinary position of the owner in fee of the surface, and the owner of the minerals with rights of user of the surface for the purpose of working the mines, yet the lord of the manor had no right to cause a subsidence of the surface, even though he could not work the mines at all without causing such subsidence. An injunction, at the suit of the purchaser, was accordingly granted against the lord of the manor.

JUDICIAL COMMITTEE OF THE PRIVY COUNCIL.

On Thursday, July 1, and on Monday last, the case of the *Bishop of Capetown v. The Bishop of Natal*, on appeal from the Supreme Court of Natal was heard. The original suit was brought by the respondent to establish his right to undisturbed possession of the cathedral church of his diocese under the following circumstances:—In 1850 the land, on which the cathedral was afterwards built, was granted by the Crown in fee to the appellant, the Bishop of Capetown, and his successors of the said see in trust for the English Church at Pietermaritzburg. At that time the old diocese of Capetown, including the whole of the colony at the Cape and the Island of St. Helena, was in existence. But the extent of this being found inconvenient, in Nov. 1853 (the appellant having previously resigned), by letters patent, the diocese was divided into three separate and distinct dioceses, viz., Capetown, Natal, and Grahamstown. By these letters patent the respondent was appointed to the diocese of Natal, while, by other letters patent, in December following, the appellant was appointed to the new diocese of Capetown. The cathedral, built on the land granted as above mentioned by the Crown, was completed in Aug. 1854, the charges being paid by donations from England and the colony. In the respondent's letters patent it was declared that the church then in course of erection should henceforth be the cathedral church of the respondent and his successors, bishops of Natal. In consequence of the opinions professed by the respondent (Dr. Colenso), the appellant excommunicated and deposed him, but the sentence was annulled by Her Majesty in Privy Council in March 1865. In November of that year, however, the respondent was obstructed, as he alleged by the appellant's instructions, in various ways in the use of the cathedral. The vestry door was shut in his face, the churchwardens stopped him in the aisle while the sentence of deposition was read, the Bible, Prayer-book, harmonium, and Communion service were taken away, the dean would not let the bells be rung, and stopped people coming to service. The respondent took legal proceedings successfully against the dean and churchwardens, and then brought the present action. The declaration set out the material facts above-stated, and that the appellant kept partial and adverse possession of the cathedral and the land, claimed for further damages, and prayed that the appellant might be ejected, and that the deed of grant might be amended by substituting the respondent and his successors in office as the holders or trustees of the land therein granted. The Supreme Court gave judgment for the respondent, with costs. Hence this appeal. Sir Roundell Palmer, Q.C., and Mr. Arthur Charles, for the appellant, argued substantially that the terms of the grant only must be looked to, and that according to these, the appellant was the proper trustee, and the cathedral and land must be vested in him as such. Mr. Wickens and Mr. Westlake, for the respondent, contended that according to the intention of the grant the land was to be held in trust for the bishop of the diocese for the time being.

And further that the question was to be governed not by English, but by Roman-Dutch law, which (following the Roman civil law) makes a trust for pious uses attach to the office, and not the person of the trustee. Their Lordships reserved judgment.

On Thursday, July 1, *McClellan v. Dummatt and others* was heard. This was an appeal from an order made by the Court of Common Pleas in Barbadoes on the petition of the respondents, declaring the appellant and others insolvent traders within an Act of the Island, and directing a prosecution of insolvency. The appellant rested his appeal on two grounds; first, that at the time when the alleged debt to the respondents was contracted, and when the above order was made, he was an infant, and therefore not liable to be adjudged insolvent in respect of such debt; secondly, that no debt from the appellant to the respondents was proved. After hearing counsel, Lord Justice Giffard said that their Lordships were of opinion that on the second ground stated the contention of the appellant must prevail. The order of the court below would therefore be reversed with costs.

On Wednesday a case of importance on the question of the personal liability of directors was heard. This was the case of *Cherry and another v. The Colonial Bank of Australasia*, on appeal from the Supreme Court of Victoria. The respondents brought an action against the appellants to recover from them a sum of 4125*l.*, being the amount paid by them to one Clarke, whom the appellants had represented as authorised to draw cheques on account of the Loch Fyne Quartz and Gold Mining Company. The appellants were directors of the company, but were not empowered to give Clarke the authority which by a letter to the respondents they expressly stated they had given him as such directors. The colonial court decided in favour of the claim against the directors, who thereupon appealed. Judgment, after hearing counsel on both sides, was reserved by their Lordships.

On Monday judgment was delivered in two Admiralty appeals, the *Great Pacific* and the *Germania*.

The *Great Pacific* raised a most important question, which was briefly this. The master of the ship borrowed money on bottomry, for the repairs of the ship. Subsequently while on her voyage, the ship was badly damaged in a hurricane, and was sold as unworthy of repairs. The bottomry bond contained the clause: "In case of the loss of the ship, such an average as by custom shall have become due on the salvage," &c. On a suit by the bondholders against the proceeds of the sale, a mortgagee of the ship intervening, Sir Robert Phillimore held, that the bondholders were entitled to the whole proceeds of the sale, there not having been such an absolute total loss as to discharge the borrower from liability; and that the above clause contemplated an event that had not arrived, viz., the ship's ceasing to exist in specie, and *débris* only remaining. The case below is reported in 20 L. T. Rep., N. S., 44, and similar arguments to those there given were used in the appeal. Their Lordships now affirmed the judgment of the court below, and on the same grounds.

In the case of the *Germania*, a collision at night having occurred in the English Channel between the vessels the *Germania* and the *Constance Eleanor*, a question arose as to whether the latter (a barque) was carrying proper lights, because, if so, it was the duty of the *Germania* (a steamer) to get out of her way. The vessels were both foreign, but by treaty bound to obey the regulations as to navigation obligatory on British vessels by statute. Sir Robert Phillimore decided this question against the barque. The Judicial Committee now varied that judgment by deciding that the damages and losses must be borne equally by the two vessels, considering both to blame for the collision.

In *Brett v. Ellaiya*, a note of the hearing of which appeared in our last week's "Sayings and Doings," the appeal was dismissed, but without costs, the hearing having been *ex parte*.

ROLLS COURT.

The Master of the Rolls disposed of all the further considerations early in the week, and then proceeded with his cause list, which is not very long. Some cases worthy of notice have been decided during the past week.

The first, *Foard v. Watkins*, was a suit instituted for the purpose of enforcing a charge which the plaintiff claimed on a sum of 800*l.* which the defendant Watkins had agreed to pay to a solicitor named Hanrott, for his trouble in finding a purchaser for certain land which Watkins wanted to sell. In Jan. 1868 Hanrott found one Elwes, who agreed to purchase the property, and Watkins signed a memorandum by which he agreed to pay Hanrott 800*l.* Hanrott soon afterwards borrowed 275*l.* from the plaintiff on the security of this memorandum of agreement. In April 1868 Elwes

wished to abandon his contract for the purchase, and after some negotiations Watkins agreed to put an end to the contract on condition that Elwes should pay 750*l.* to him, and 105*l.* to Hanrott for the costs of investigating the title, out of which Watkins was to receive 50*l.*, thus making up 800*l.* Elwes paid the money and the contract was rescinded. The question which arose upon the plaintiff's suit to enforce his charge of 275*l.* on the 800*l.* commission money, was whether the agreement to pay the 800*l.* remained in force, or whether it was annulled by the rescinding of the contract for sale. His Lordship said that the contract with Elwes was a *bona fide* contract, and that the annulling of it did not, in his opinion, exonerate Watkins from his agreement to pay the 800*l.* It had been argued that this agreement was void because entered into between a solicitor and his client, but his Lordship was of opinion that the relation of solicitor and client did not subsist between Hanrott and Watkins; and even assuming that it did, a contract by a man with his solicitor to pay him a given sum, if he found him a purchaser at a certain price, was perfectly legal and valid. Such an agreement might be made with a solicitor as well as with any one else. The memorandum would clearly have created a charge on the land if the contract for sale had not been rescinded; but the contract for sale was not rescinded until after notice of the plaintiff's charge had been given to Watkins, and after such notice Watkins and Elwes could not alter the character of the charge by annulling their contract. The charge was a charge on the land, and the plaintiff was therefore entitled to stand in Hanrott's shoes, and receive the benefit of his charge to the extent of his security.

Kirkman v. Lewis was a suit for the administration of the estate of a testator, who gave the residue of his personal estate to be applied in the construction of a well and the erection of a pump and tank in any convenient place in the village of Llangorse, and he directed that any surplus should be paid to the rector to be applied for the benefit of the parish schools. The question was raised by the next of kin whether this gift was not totally invalid. On behalf of the Attorney-General it was argued that the gift for the well was not void under the Statute of Mortmain, as it did not necessarily involve the purchase of land; and that even if it were void, the gift of the surplus was good, as it could easily be ascertained what would be the cost of sinking the well and erecting the pump, &c. His Lordship held that the gift for sinking the well, &c., was clearly void under the Statute of Mortmain; and that the gift of the surplus was void for uncertainty, as it was impossible to ascertain how much a well would cost without sinking it. The whole gift therefore failed, and the next of kin were entitled.

Rouland v. Cuthbertson was a creditor's suit for the administration of the trusts of the will of Alexander Cuthbertson. By his will, dated 8th Nov. 1864, the testator, after directing payment of his just debts, &c., devised and bequeathed all his real and personal estate and effects whatsoever and wheresoever situate, and of what nature, quality, or kind the same might be, subject as aforesaid, to trustees upon trust to permit the testator's wife and five children to use his personal estate (not consisting of money), and receive the rents, &c., of his said estate and effects in equal shares as tenants in common, and not as joint tenants; but it was his will that the share and interest so given to his said wife should upon her death cease and determine; and from and after her death he directed his trustees to hold the same upon trust for his said five children, their heirs, executors, administrators, and assigns, equally to be divided between them, share and share alike, as tenants in common, and not as joint tenants. The testator married after the date when the Dower Act (3 & 4 Will. 4, c. 105) came into operation, and he had had real estate conveyed to him without any declaration against dower; the only question which arose in the suit was, whether his widow was entitled to dower out of such real estate. His Lordship was of opinion that she was deprived of her dower by the 9th section of the Act, though not by the 4th section.

Davis v. Jones was a motion to restrain the defendant from obstructing a road called Birchanger-road, leading from the Norwood Junction station to Woodside-green, and to restrain him from further interrupting the plaintiff in the use of the road. The roads on the property had been made by the several owners of the property, and mutual rights of way were given over them by an agreement made in the year 1863. The defendant made Birchanger-road, and the plaintiff who is a brick-maker and builder, had a right of way over it under the agreement. In 1868 the plaintiff, who was building in the neighbourhood, began to cart bricks to his building ground over the Birchanger-road, his own road, which was the nearer way to the building ground, having become impassable owing to the constant traffic of the brick carts. The defendant finding that his road was being rapidly rendered as impassable as the plaintiff's, placed a row of wooden posts across the road so as to stop

all vehicles; the posts were cut down during the night, and the defendant then dug a trench two feet deep and several feet in width across the road, whereupon the plaintiff instituted the present suit. The defendant deposed that he had closed the road only for the purpose of repairing it, and that when he placed the posts across the road he had put up a placard with the words, "Closed for repairs." His Lordship said that the defendant's proceeding was illegal; that he had no right to close a road over which other persons had a right of way, even for the purpose of repairing it; the plaintiff was, therefore, entitled to an injunction in the terms of the motion.

In *Lord Brougham v. Cauvin*, which we mentioned last week, his Lordship gave judgment on Tuesday on the question of costs, which was reserved at the hearing. His Lordship thought that both parties were to blame before the institution of the suit, the defendant for having demanded the immediate payment of 200*l.*, and the payment of another 200*l.* in a short time, and the plaintiff for having too hastily assumed that it was Dr. Cauvin's intention to use the manuscripts for his own advantage. Soon after the institution of the suit, Cauvin's solicitor had written a most proper and temperate letter, indignantly denying, on behalf of his client, that he intended to make any use of the manuscripts for his own advantage, or that he had entered into any arrangement with Messrs. Trübner or Messrs. Blackwood to publish them, and offering, if the plaintiff would pay him 200*l.* for his services, to refer the question of further remuneration to Mr. Forster, or Dr. Theodore Martin, in whose hands the defendant would place all the documents in his possession, and that the bill should be dismissed, each party paying his own costs. In his Lordship's opinion, this offer ought to have been accepted, but instead of doing so, the plaintiff's solicitors required, as a *sine qua non*, that the documents should be immediately delivered up to the plaintiff, and added that when this was done, they would willingly refer the matter to arbitration. They asserted that the suit was prosecuted for the sole purpose of getting back the documents; but this was unnecessary, as the defendant had offered to place them in the hands of the referee. The defendant's offer ought to have been accepted; and, as it had not been accepted by the plaintiff, he must pay the costs of the suit from the 17th Feb. 1868, the date of the letter containing the offer; up to that date each party must pay his own costs.

Attorney-General v. The Wax Chandlers' Company was an information praying for a declaration that the defendants were not entitled to certain property which they had since the year 1564 enjoyed under the will of William Kendal, but that they were trustees of the property for charitable purposes. The testator, by his will dated the 31st Jan. 1558, declared that the Master and Wardens of the Mystery of Wax Chandlers should have his housings and tenements in Old Change, in the City of London, for the intent and purpose, and upon condition that they should make certain annual charitable gifts amounting to 7*l.* 15*s.*, including 5*s.* to the master and wardens for their trouble; and that the rest of the profits should be bestowed upon the reparation of the said housings and tenements, and in default of the due performance of this trust he gave the property to his heir-at-law on the like conditions. At the date of the will the property was let for 9*l.* 4*s.*, its annual value is now 330*l.* The defendants had hitherto applied the residue for their own purposes, and claimed to be entitled to the property absolutely, subject to the annual payment and the keeping in repair of the property. At the conclusion of a lengthened argument, his Lordship said that it was a question of considerable difficulty, and that he would read the papers before giving his judgment.

There was no sitting in this court on Friday and Saturday of last week, owing to the illness of his Lordship, who has been suffering from a severe attack of sciatica.

V. C. MALINS'S COURT.

Several cases, involving important questions, have been decided during the past week. In *Re Coles' Trust* the question was which of two charities at Lincoln were the objects of a testator's bounty, he being a subscriber to one, but both answering the description given in the will. This question, however, was not decided, inasmuch as there was a prospect of a compromise, but the question was determined whether the legacy was given free of duty. The words were, so far as was material upon this question, "To set apart and appropriate such further part thereof (referring to a sum of 37,000*l.* Consols) as at the time of such appropriation shall produce the further clear income or sum of 100*l.* a-year," and the case of *Haynes v. Haynes* was cited as an authority in support of the proposition that duty was payable out of the legacy. The Vice-Chancellor, however, was of opinion that this word "clear" being here used distinguished the case from *Haynes v. Haynes*,

and that the testator's intention was that the charity, whichever it was, should take 100*l.* a-year, the duty therefore was payable out of the residuary estate.

The next case was *Ross v. Tatham*, the testator in the suit being lessee of property with respect to which there was a covenant in the lease to build in a particular manner, and within a limited period; and it was admitted that such covenant had been broken. The lessee dying, a suit was instituted, and a decree made for the administration of his estate, and it was now proposed on petition to take a sum out of court, paid in the suit. This was opposed by the executor for whom it was urged (referring to Lord St. Leonards' Act) that supposing an action was brought against him in respect of the breach of covenant, the court would not be able to protect him, the decree therefore not being a sufficient exoneration, and there being no fund to indemnify him against the consequences of the breach. There was also another fund belonging to the widow not proposed to be taken out of court now, and it was insisted for her that, the other fund being gone, this would inevitably be made liable for the broken covenant. The Vice-Chancellor, however, was of opinion, quite irrespective of Lord St. Leonards' Act, that the lessor having a right to come in under the decree like any other creditor in respect of the breach of covenant, and not having done so, the executor was fully exonerated, but the lessor could follow the assets. The order contained a preface referring to the fact which had been brought before the attention of the court, and the order was made as prayed.

Another case of *Stuart v. Cockrell* also occasioned some discussion, where one party, who had got assignment for value of a fund in the hands of trustees, omitted to give notice to them of such assignment, and the assignor becoming bankrupt, and the assignees in bankruptcy having obtained a stop order on the fund, the question arose, as between the claimant for value and those entitled by operation of law. The Vice-Chancellor was of opinion that there was no difference between assignees for value and assignees in bankruptcy on the question of priority, and therefore was of opinion that the omission to give notice to the trustees left the fund in the order and disposition of the bankrupt, and although there was priority, the fact of the stop order gave the parties obtaining it priority.

The next case was of a very complicated description, but may be shortly stated. It came on in *Re The Marine Investment Corporation*, upon two claims, one by the Agra Bank, the other by the National Bank of Liverpool, arising in this way. Messrs. Sabel and Searle, merchants, were the owners of three steamers, the *Scud*, the *Foam*, and the *Petrel*, and the above two banks having discounted acceptances with respect to which these ships were a security, and it being desired to renew the bills, and the banks being dissatisfied with the security, the Marine Investment Corporation (the company) was applied to, and certain acceptances of John Gladstone and Co. were to be thrown in as a further security. Pending the negotiation with the company John Gladstone and Co. failed; but ultimately the company gave their acceptances and obtained a commission of 1375*l.* on the transaction. The corporation being in course of winding-up, was the Agra Bank, claims were brought in for 27,000*l.* odd each (the whole acceptances having been 55,000*l.*), and it appearing that the vessels had been handed back, on a mortgage being given, and subsequently put up for sale, but bought in, the claims were opposed on the ground that a guarantee had been given; that the acceptances of John Gladstone and Co. were worth 15,000*l.*; that the acceptances were given under the pressure of the Agra Bank, who were bankers of the corporation and creditors for 100,000*l.*, and that the whole transaction was *ultra vires*. All these grounds were absolutely denied. After a long argument, the Vice-Chancellor was clearly of opinion that there had been no guarantee, no pressure, the balance having been reduced to 99,000*l.*, and that the corporation had full power to give bills; and he characterised the defence as very discreditable to the corporation.

Another case of some singularity, was *Mackie v. The European Assurance Company*, which arose thus: The plaintiff was the owner of woollen mills at Stewarton, near Glasgow, and had insured them in the Commercial Union Assurance Company, but from some cause desired to insure them afresh for 2800*l.* He applied to James Waddell, who had been agent for the Commercial Union, and paid him 4*l.*, Waddell gave him a printed form filled up, whereby the premises were held insured for 2800*l.* for a month, that is to give time for the policy to be made out. The plaintiff did not then look at the document, but it turned out that Waddell, having ceased to be agent for the Commercial Union office, had become agent for the European, and had made out the document in that office. The plaintiff wrote to him noticing this fact, and asking if the old office had refused, saying, "I

know nothing of the European, and must be satisfied of their respectability and standing before I can consent to give them over all the sums." Two days after, part of the mill was burned, and Waddell sent a copy of a policy for the part not burned, and asked for particulars of the other. The plaintiff applied frequently ineffectually to the office for the 2800*l.*, stating his loss at 3300*l.*, but received no reply, and eventually, having sent down a clerk to inspect the premises, they refused to pay, on the ground chiefly, that the plaintiff's letter to Waddell was a repudiation. After considerable argument, the Vice-Chancellor was of opinion that the letter was not a repudiation; but the plaintiff, considering himself safe meantime, wished to take the month to consider whether he would accept the European. The defence ought never to have been set up, and he entirely condemned it and made a decree for the plaintiff.

V. C. STUART'S COURT.

The only question of any importance which has been decided during the past week was one arising out of a summons taken out by a Mr. Gardner, to vary the certificate of the Chief Clerk in the causes of *Waterlow v. Sharp*, and *Gardner v. Sharp*. The Chief Clerk had found that there was due from the London, Chatham, and Dover Railway Company to the London and County Banking Company—as a debt—a sum of 64,769*l.* 19*s.* 11*d.*, guaranteed as to 50,000*l.* by Sir Morton Peto, Bart., as to 8000*l.* by City Loan B shares of the railway company, and as to 5000*l.* by debenture mortgages, charged on the Western Extension undertaking of the company. He had also found that, at the date of the deed of arrangement, executed by the company on the 19th Jan. 1867 its creditors stood as follows:—

1. Simple Contract.....	2470,549	5	0
2. Common Fund	36,874	18	2
3. Western Extension	14,159	17	11
4. Land Claims	119,702	13	10
5. Costs.....	3032	7	11
6. Debenture Claims.....	2,269,942	12	2
7. Ditto, Non-Claims.....	2,277,424	11	4

Total 25,192,156 6 4

He had further found that all these creditors ranked equally. The summons asked for an order to vary that, by certifying that the debts numbered 1, 4, 5, 6, and 7, ranked equally, and in priority to those numbered 2 and 3, and that the debt to the London and County Bank should be allowed as a "claim" only to the amount insisted on. The summons also asked for an order to reduce a debt due from the company to John Penn and Son, from 3935*l.* 13*s.* 9*d.* to 3065*l.* 19*s.* The Vice-Chancellor, in delivering judgment, said—As to the claim of the London and County Bank, there seems to me to be no sufficient reason for varying the certificate. None of the transactions in respect of which this bank claims to be a creditor are other than transactions in the ordinary course of dealing between bankers and their customers. It is in the ordinary course that there should be a fixed amount beyond which the customer is not permitted to overdraw his account. Because the transactions were recorded in an account called the loan account they were not the less transactions in the regular course of banking business. The title of that account was adopted because the amount to which the railway company was allowed to draw was limited. There is therefore no sufficient reason for saying that there was any borrowing or loan in the proper sense of the word, or within the meaning of the Act of Parliament. The next question was as to the right of the holders of common fund stock to be admitted to prove as creditors. Against their claims it has been argued that they are shareholders, and therefore not creditors; that they are merely owners of preference shares. No doubt it is true they are entitled to shares in the common fund; but the question is whether there is not a Parliamentary contract by the company to pay those moneys which are to constitute the common fund. It seems to me impossible to put any other construction on the clauses of the Additional Powers Act of 1862, especially the clauses 95 to 100 inclusive, than that it binds the company to pay the money which is called the common fund. If so, the persons who are entitled to compel the company to pay these moneys are the shareholders in the common fund; having a right to compel the company, they are properly certified as creditors. There remains the question as to the right of the holders of the Western Extension stock. It is argued that they were shareholders, and therefore cannot be creditors; that their only right is to be paid out of profits; that the company are not purchasers of their original stock; that the word "consideration" is not properly applicable to their claims, and that by the terms of the contract between them and the company, they are entitled to vote at public meetings of the company, and, therefore, so far from being creditors of the company, they are able to concur in contracting debts which the company is

bound to pay. When the terms of the Various Powers Act of 1831 are accurately examined, they do not support this argument. By that Act of Parliament, the Western Extension shareholders, as a separate class, were authorised to have that undertaking united with the general undertaking. But they were not so united by becoming shareholders in the general undertaking. They were to receive a perpetual rentcharge as the price of giving up their undertaking as soon as the resolutions for effecting these transactions were passed. The right of the Western Extension stockholders was to receive payment of their perpetual rentcharge on a Parliamentary contract by the company to pay that rentcharge as the consideration and price due to them. It is a mistake to say the word consideration does not exist in the Act. The words of the 15th section are for such consideration by way of perpetual rentcharge. Therefore if the company are by contract bound to pay their rentcharge to the Western Extension stockholders as an association, I know no other character in which they can stand than that of creditors when they claim payment, and of that certain price which is due to them upon their contract. As to the argument that they are shown to be shareholders and not creditors by the right they have to vote at meetings, as that right does not in any degree interfere with their right of payment, it cannot make them less creditors. What seems conclusive is, that by the 38th section of the Additional Powers Act they have a right to recover what is due to them by distraining on the company. Upon the whole the summons to vary the certificate on these three matters must be refused.

COURT OF QUEEN'S BENCH.

On the 3rd inst., the court met to deliver judgments in a number of cases in which they had taken time to consider. Judgments were delivered by all the members of the court in turn.

In *Wren v. Weall* and another, the court were called upon to determine the admissibility of certain evidence offered on behalf of the plaintiff on the trial of an action against the defendants for slandering the plaintiff's title to the patent of certain spooling machines, by writing to various customers of the plaintiff telling them that the machines sold by the plaintiff were infringements of the defendant's patents, and that if they used the machines without paying the defendants' royalties, they would be proceeded against at law. Mr. Justice Lush refused at the trial to receive evidence offered by the plaintiff to show that the defendant's patent was not new, as that was in effect evidence adduced to try the validity of the patent itself, for which a particular mode of proceeding was provided. The case was argued at the sittings after last term, by Mr. Webster, Q.C. and Mr. Baylis for the plaintiff; and by Mr. Quain, Q.C. and Mr. Aston for the defendant. Mr. Justice Blackburn now delivered the judgment of the court (which consisted of that learned judge and Justices Lush and Hayes), in favour of the ruling of Mr. Justice Lush, and against the admissibility of the evidence, on the ground that the evidence tendered failed to show that the defendant did not *bona fide* believe in the validity of his patent.

The judgment in *Simpson v. Yean* was delivered by Mr. Justice Mellor. The question involved was one relating to the offence of bribing voters, under 17 & 18 Vict. c. 102. Sect. 2 of that Act defines bribery thus, "Every person who shall, directly or indirectly, by himself or by any other person on his behalf, give, lend, or agree to give or lend, or shall offer, promise, or promise to procure, or to endeavour to procure, any money or valuable consideration to or for any voter, or to or for any person on behalf of any voter, or to or for any other person in order to induce any voter to vote, or to refrain from voting, or shall corruptly do any such act as aforesaid, on account of such voter having voted or refrained from voting at any election." In this case the defendant had called on the voter's wife, and told her he came to solicit his vote; she said he did not intend to vote, though he had been offered a handsome sum on the other side, as he would lose so much time in going to vote. The defendant then said if he voted he would be remunerated for his loss of time, and said the same thing to the voter himself next day; but defendant swore that he never mentioned money or offered any. An action for the penalty imposed by the statute on persons guilty of bribery was brought in the County Court of Stafford, but the judge held that the case was not proved, whereupon his judgment was appealed against. The Court of Queen's Bench were of a different opinion, and held that the facts proved did bring the case within the statute. They considered it of such importance that electors should be left free to vote according to their opinions, that they were bound, in construing the Act of Parliament, to give free effect to the plain meaning of the words used, and apply them to the substantial facts of the case, without raising subtle distinctions or requirements as to the precise words

in which an offer may have been made or conveyed. They held the defendant, therefore, to be liable to the penalty imposed by the Act.

In *Greeves v. The West India and Pacific Steam Ship Company*, the plaintiff had taken a through bill of lading of certain merchandise to be carried by the defendant's ship *Colombian*, from Liverpool to San Francisco. The entire freight was paid to the defendants at Liverpool in advance, freight and primage to be considered as earned, ship lost or not lost. It was stated on the bill of lading that by an arrangement between the defendants, the Panama Railway Company, and the Pacific Mail Steamship Company, the goods were to be carried from Liverpool to Colon by the defendants' ship, from Colon to Panama by the Panama Railway Company, and from Panama to San Francisco by the Pacific Mail Steamship Company. The defendants signed the bill of lading for the service from Liverpool to Colon. It was then handed to the plaintiff, who took it to the agents of the other two companies, who signed it for the service from Colon to San Francisco. The defendants' ship, by which the merchandise was carried, was lost in a hurricane at the Island of St. Thomas in Oct. 1867, and the merchandise was consequently never delivered to either of the second or third companies, having been lost before the vessel reached Colon, the place where the merchandise was to be delivered over to them. The defendants, after receiving notice of the loss of the vessel, paid over to the other two companies the whole of the freight, with the exception of 3*l*. 5*s*. per ton, which they reserved for themselves as their proportion, and the present action was brought to recover the amount of the freight so paid over. The facts not being in dispute were stated in the form of a special case, which was argued by Mr. Benjamin on behalf of the plaintiff, and by Mr. Mellish, Q.C. (with whom was Mr. Day), on behalf of the defendants. For the plaintiff it was contended that on the face of the bill of lading there were two distinct contracts, one with the defendants and the other with the agents of the two other companies, that the freight was apportionable although the share to be received by each of the carriers was not specified on the face of the bill of lading, the exact share being stated in the advertisements put forward by the defendants; and that the defendants in paying over the freight to the subsequent carriers before the goods had been delivered to them were guilty of a breach of the duty which they had undertaken of forwarding the plaintiff's goods. For the defendant it was contended that the contract was an entire one for the carriage of the goods to San Francisco, and that the freight being payable in one entire sum was not apportionable, that the advertisements issued by the defendants were not admissible in evidence, and that the defendants could not be held responsible for the freight which they had paid over to the other two companies, as they had received it as the agents of those companies. The judgment of the court (which consisted of Justices Lush and Hayes), was now delivered by Mr. Justice Lush, and was in favour of the plaintiff on all points. They considered that there were several contracts, and not one entire one; that the freight was apportionable between the different companies; that the advertisements issued by the defendants might be looked at by the court; and that as soon as notice of the loss of the vessel before reaching Colon was received, the amount of freight paid in the first instance to the defendants for the remainder of the journey from Colon to San Francisco was money had and received by them on the part of the plaintiff, and that their payment over of it to the other two companies did not exonerate them from the plaintiff's demand in the present action.

In *Stringer v. The English and Scottish Marine Insurance Company* was a case which had been argued a good many terms ago, and then sent back to the arbitrator to state more fully certain facts of the case. It was again argued last term, when the court reserved their judgment, which was now delivered by Mr. Justice Blackburn. Certain goods of the plaintiff had been insured in 1863, and shipped from Liverpool to Matamoros. Towards the close of that year the vessel in which the goods had been shipped was seized by a vessel belonging to the United States navy, and taken into New Orleans. A suit was instituted there to have the vessel adjudged a lawful prize, but unsuccessfully, the court giving judgment in favour of the owners. Notice of abandonment was given by the insured on the 12th Sept. 1864, which was refused. Everything that occurred from that date was communicated to the underwriters, the present defendants. They were informed in Feb. 1865 that an endeavour was made to sell the cargo; but neither party took steps, and the goods were sold and the proceeds paid into the American Court. The assured could not have prevented the sale without giving bail to the full value of the goods. After the sale of the goods another notice of abandonment was given, which was also refused. The plaintiff claimed, in the present action, for a total loss, and the court held that he was entitled to do so. Having, on the capture of the

vessel, elected not to treat the case as one of total loss, but to litigate the validity of the capture, he could not, so long as the circumstances continued the same, treat the loss as total; but when circumstances did change, and the loss was rendered really total, the assured was not prevented from so treating it. Now, the sale of the cargo, a sale which could not have been prevented without giving bail for the full value of the goods, and that at a time when the American currency was of a very fluctuating character, did alter the case. To give bail under such circumstances was not a step which a prudent owner, uninsured, would have been likely to take. The sale was, therefore, a total loss, and judgment was given for the plaintiff.

In *Playford v. The Electric Telegraph Company*, an attempt was made to render the Electric Telegraph Company liable for a mistake made by one of their clerks in the transmission of a message. The plaintiff having a cargo of ice to dispose of, sent a message to a customer at Hull, and was pleased to receive a reply by telegraph offering him 27*s*. per cwt. for the ice. The ship and cargo of ice were forthwith despatched to Hull, when it was discovered that the offer of 27*s*. was never intended to have been made, the offer sent by telegraph being 23*s*. per cwt., which the telegraph clerk by mistake read off as 27*s*. The owners of the ice sought in this action to make the telegraphic company responsible for the damages they had sustained, through this mistake of the clerk. The judgment of the court, which was delivered by Mr. Justice Lush, was in favour of the telegraph company, on the ground that as the owners of the ice were not the persons who had sent the message, they were not the proper parties to sue, and the relation between them and the Hull merchant was not that of principal and agent, but that of buyer and seller. There was another point as to the particular terms on which the message was sent, but the court did not think it necessary to determine it.

Farrer v. Close involved a most important question on the subject of the legality of trades union societies, which we shall report next week, and to-day refer to in a leading article.

ELECTION LAW.

VOTE BY BALLOT.

THE Reform Club is about to abolish election by ballot, because a candidate was blackballed whom some eminent men had proposed. The ballot is one of the articles of political faith with the members of that club; and even now they are actively endeavouring to recommend voting by ballot to the acceptance of Parliament. This difference between preaching and practice is very remarkable. They are seeking to force upon others that from which they are striving to emancipate themselves. When the ballot is again debated, a conclusive answer to its advocates will be the conduct of its foremost friend—the Reform Club; which abandoned the ballot in their own practice, because they found it to be ineffective and mischievous.

COURT OF COMMON PLEAS (IRELAND).

GALWAY PETITION.

Saturday, June 12.

(Before KEOGH and LAWSON, JJ.)

M'GOVERN (petitioner); Viscount ST. LAWRENCE and Sir R. BLENNERHASSETT (respondents). (a)

The Parliamentary Elections Act 1868—Review of taxation of costs in election petitions where costs already paid.

This was a motion on behalf of the agent and petitioner by way of appeal from Master Burke, that certain costs of Sir R. Blennerhassett, one of the respondents, which had been taxed to 100*l*. 14*s*. 5*d*., be referred back to the master for taxation, and that the master be instructed that the items 9 to 24, and 115 to 159, and 160, 161, and 162, be disallowed or reduced, and that in case the said costs upon re-taxation be reduced below 100*l*. 14*s*. 5*d*., the said respondent should return to the petitioner the amount by which the said costs may be reduced, the said respondents having been paid the said sum of 100*l*. 14*s*. 5*d*.

The costs in question were the costs of objections to the recognisances of the sureties on the petition, to which Sir R. Blennerhassett was declared entitled by an order of Master Burke, made the 4th Jan. 1869, and also the costs of a bill of particulars, which were ordered to be paid by the unsuccessful party, by an order of Baron Fitzgerald, made the 9th Feb. 1869, and to which the respondent had become entitled. The costs were furnished at 139*l*. 7*s*., and on taxation before Master Burke were reduced to 100*l*. 14*s*. 5*d*. on or about the 30th April 1869.

(a) From the Irish Law Times.

The petitioner in his affidavit stated that he objected to the items in question at the time; that the master ruled against him, and being informed at the time, and believing that he had no right to appeal on the ground that the amounts allowed by the master were too high, he paid the costs immediately after the costs were taxed; that he had been informed that the court had since decided that he had a right to such appeal, and that he believed he had just grounds for a review of the taxation on the ground that some items should be struck out, and that some items had been taxed on too high a scale; and he believed that if the costs were taxed in accordance with the scale of costs in the Court of Chancery they would not amount to more than 60l.

From the affidavit of S. P. Redington, agent for Sir R. Blennerhassett, it appeared that these costs were taxed and certified on the 30th April; that he understood the petitioner preferred that the amount of them should be drawn out of the sum lodged in court; he served notice of motion with that object for the 3rd May, but receiving a letter from the petitioner objecting to the motion, and enclosing a cheque for the 100l. 14s. 5d., he withdrew his notice of motion, and never asked for any costs connected with the motion; that the petitioner was entitled, under an order made Jan. 4th, to certain costs against Sir R. Blennerhassett, which he furnished on the 22nd April, to the amount of 35l. 12s.; that those costs were taxed by Master Burke on the same day as the costs payable to Sir R. Blennerhassett to the sum of 23l. 16s. 2d., and were taxed on the exact scale and the same principles as those payable by the petitioner; that the petitioner did not certify these costs until the 10th May, and that deponent sent a cheque for them on May 17th.

Bull, Q. C., with him *Seeds, LL. D.*, for the petitioner.—The court has decided in the *London-derry case*, 3 Ir. L. T. 366, May 29, that the master had taxed on too high a scale in these election matters, and that they should be retaxed on the scale of the Irish Court of Chancery. That decision was since the taxation of those costs, and we would clearly have a right to have the taxation reviewed if the money was still due, and it would be very unreasonable that a party should be prejudiced by prompt payment. There was a certain amount of pressure to enforce payment by serving the notice of motion, though it was withdrawn.

Coffey, Q. C., and *Waters, Q. C.*, for the respondent.—There has been no case in which costs have been ordered for re-taxation after the amount has been paid, and there was no pressure exercised by the respondent's agent to get the money paid immediately, as the motion was abandoned; besides, the petitioner has waived his right to an appeal, if he ever had it, by taking the amount of his own costs on the precise principle and scale to which he now objects.

KEOGH, J.—Though there was not actual pressure for the payment of these costs, there was the possibility of pressure by applying to have them paid out of the sum lodged in court. The entire practice in election matters is novel, and under this new system, and considering that this court has, since the costs were paid, directed costs in election matters to be taxed on a lower scale than the master adopted previously, we think we should remit both of these bills for re-taxation.

Ordered.—That the respective bills of costs, payable by petitioner to said respondent, and by said respondent to petitioner, be remitted for re-taxation; and thereupon that said master do tax same upon the scale on which costs are taxed in a suit in the High Court of Chancery in Ireland between solicitor and client. Let the petitioner pay the respondent or his agent 7l., costs of this motion.

Agent for petitioner, *T. McGovern*.
Agent for Sir R. Blennerhassett, one of the respondents, *S. P. Redington*.

THE NOTTINGHAM ELECTION PETITION.—A meeting of the central committee for promoting the petition against the return of Mr. Charles Seely was held at the Maypole Hotel, Nottingham, on Saturday evening. Mr. Digby Seymour addressed the meeting, and pledged himself that the petition should be brought to an issue. They had only been defeated by the money of Mr. Seely and his friends. He (Mr. Digby Seymour), considering the great cause for which they were fighting, had made up his mind to go to the poll again, in the event of Mr. Seely being turned out. Mr. Cockayne, solicitor for the petition, said that in the opinion of eminent counsel the evidence, if established, was quite sufficient to unsettle Mr. Seely. The petition was lodged on Wednesday.

AN ELECTION JUDGE ON ELECTIONS.—Mr. Baron Martin, who has been examined before the Elections Committee said he had tried eleven election petitions in different parts of the country, and he was of opinion that bribery was not so prevalent as was generally supposed. In many instances that came before him the allegations were perfectly absurd. At Norwich and Bradford

the corruption was extensive. At the latter place out of 150 public houses, 108 were open free. At Salford a great deal of money was expended in drink. The election at Wigan was especially pure. The Liberal candidates, against whom alone a petition was presented, determined that no public-houses should be used at all. It was, however, on the polling day that the necessary rooms could not be obtained anywhere else than at public houses, and they were therefore hired, but the landlords were paid 10l. each for the hire of the rooms, not to supply any drink. The petition at Barnsley disclosed the fact that some 800 persons were bribed ostensibly for the purpose of the municipal, but in fact for the purpose of the parliamentary election. The expenses of the Westminster election were enormous. Mr. Smith, the successful candidate, spent 9000l., and it was his (the learned judge's) opinion that Mr. Smith was robbed throughout the election. There was a very general desire on the part of the candidates who were examined before him to get rid of bribery and corruption.

LEGISLATION AND JURIS-PRUDENCE.

HOUSE OF COMMONS.

FIRE INSURANCE DUTY.

Mr. H. BEAUMONT asked the Chancellor of the Exchequer whether in the case of septennial fire insurance policies which had still a few years to run, and on which fire insurance duty commuted at six years was paid in advance, he would be prepared, now that the fire insurance duty was abolished, to return to the insured, through the insurance offices, the amount of duty paid on such policies in respect of the period occurring after the abolition of the duty.—The CHANCELLOR of the EXCHEQUER: In reply to the question of the hon. member I have to remark that those who insured seven years in advance obtained the remission of one year's duty, and that the arrangement so entered into was made subject to whatever might be the pleasure of Parliament. If the duty had been raised I do not think that those insurers would have applied for permission to pay a larger sum, and they must, therefore, take their chance of what has happened. Under these circumstances, it is not the intention of Government to make any return whatever. (A laugh.)

COUNTY FINANCE.

In reply to an hon. member, Mr. KNATCHBULL-HUGHES said that the Bill relating to the administration of county finance stood for a second reading on July 19, and if he should then be obliged to withdraw the measure it would be with the full intention of considering the valuable suggestions he had received respecting it during the recess.

ESTATE AND INVESTMENT JOURNAL.

STOCK AND SHARE MARKETS.

Thursday.

The Money Market has been dull through the week. The season is fast drawing to a close, and nothing of the anticipated revival has presented itself. Will it never come? Can it be that England has passed the summit of her prosperity, and is descending the hill? It looks very like.

The following are the fluctuations:

ENGLISH FUNDS.	Fri.	Sat.	Mon.	Tues.	Wed.	Thur.
Bank of England Stock	240	...	...	242	241	242
3 7/8 Cent. Red. Ann.	92 1/2	92 1/2	93	93	93 1/2	93 1/2
3 7/8 Cent. Cons. Ann.	92 1/2	92 1/2	92 1/2	93 1/2	93	93 1/2
New 2 1/2 Cent. Ann. ....	...	...	...	...	...	...
Do. do. Jan. 1894. ....	...	...	...	...	...	...
New 3 7/8 Cent. Ann.	92 1/2	92 1/2	92 1/2	92 1/2	93 1/2	93 1/2
5 7/8 Cent. Ann. ....	...	...	...	...	...	...
Ann. 30 years exp. ....	...	...	...	...	...	...
April 5, 1885. ....	...	...	...	...	...	...
Do. exp. Jan. 5, 1880. ....	...	...	...	...	...	...
Do. exp. July 1880. ....	...	...	...	...	...	...
Red Sea Tele. Ann. 1908	...	...	...	...	...	...
Consols. for Acc.	92 1/2	92 1/2	93	93	93 1/2	93 1/2
India 5 7/8 Cent. July 1880	...	...	...	...	...	...
India 5 7/8 Cent. July 1880	111 1/2	111 1/2	111 1/2	112 1/2	112 1/2	112
India Stock, July 1880. ....	...	...	...	206	207 1/2	...
India Stock, 1874. ....	...	...	...	...	...	...
India 5 7/8 Cent. ....	...	...	...	...	...	...
India 2 1/2 Cent. ....	...	...	...	...	...	...
Oct. 1000l.	100 1/2	100 1/2	100 1/2	100 1/2	100 1/2	101
India Do. 1000l.	10s. a	...	12s. a	15s. a	20s. a	20s. a
Do. (under 1000l.) ....	...	...	9s. a	15s. a	...	15s. a
Ex. Bills, 1000l. ....	...	...	...	...	...	...
Do. 500l. ....	...	...	...	...	...	...
Do. 100l. and 200l. ....	...	...	...	...	...	...
3 7/8 c. ....	...	...	...	...	...	...

a Premium.
b March 21 per cent., 3s.
c March 21 per cent., 2s. pm.;
June 3s. premium.
d Ex div.
e June 3 per cent., 6s. pm.
f June 3 per cent., 2s. pm.
g March par to 5s. pm.;
June 2s. to 7s. premium.

PUBLIC COMPANIES.

RAILWAY COMPANIES.

Illinois Central.—Half-year's dividend, 5 per cent.

London and Greenwich.—Dividend at the rate of 2l. 14s. 2d. per cent. per annum.

BANKS.

Bank of France.—Dividend of 51f. per share.
British Linen.—A further dividend, making 13 per cent. for the year.

Imperial Ottoman.—A payment of 15s. per share, making with the interim distribution in January last, a dividend of 12 1/2 per cent. for 1868.

National.—The *Times* states that an arrangement for the settlement of the affairs of Charles Laffitte and Co. (Limited) has been signed, and that Mr. Harvey Lewis and Mr. Henshaw, who are sufferers by the deceptions practised, have acted throughout in perfect good faith.

South Australia.—A half-year's dividend, at the rate of 10 per cent. per annum.

FINANCE, CREDIT, AND DISCOUNT COMPANIES.
Imperial Mercantile Credit Association.—The sixth instalment of 2s. 6d. in the pound, making 15s. in all, is paid to the creditors.

New Zealand Loan and Mercantile Agency.—An interim dividend at the rate of 10 per cent. per annum for the past six months.

ASSURANCE COMPANIES.

Hercules Insurance Mr. W. J. White has been appointed sole official liquidator.

International Assurance Society.—The liquidator has given information respecting the liquidation of the company, and the arrangement concluded with the Prudential Assurance Company for taking over the life policies and annuities.

Marine Insurance.—A dividend of 1l., and a bonus of 7l. per share declared.

London and Provincial Law Assurance.—A dividend of 4s. 6d. per share is payable on the 15th July.

Royal Exchange Assurance.—A dividend at the rate of 16 per cent. declared for the half-year.

MISCELLANEOUS COMPANIES.

Assam Company.—A 2 1/2 per cent. dividend.
Atlantic Telegraph.—Eight per cent. dividend on the first and second preference stocks.

Bombay Gas.—A dividend of 2 1/2 per cent., making 4 1/2 per cent. for the year.

British Land.—Interim dividend, at the rate of 10 per cent. per annum.

Hudson's Bay.—A dividend of 14s. per share, of which 6s. has already been distributed, ad interim.

Madras Coffee (Limited).—Creditors are required to forward claims to the liquidators by the 1st Nov.

National Steamship.—An interim dividend at the rate of 10 per cent. per annum declared on the original and preference shares.

South Australian.—A dividend at the rate of 8 per cent. per annum.

Aberdare Merthyr Steam Coal (Limited).—The 12th July is appointed for the settlement of the list of contributories. Creditors must send particulars of claims by the 10th July, to Mr. Henry Dever, the official liquidator.

Ceylon Company.—Six per cent. per annum dividend declared.

Charles Cammell and Co.—A dividend of 4l. per share.

Crystal Palace.—The revenue from visitors has increased during the past six months. The insurance of the building and contents now reaches nearly 112,000l. It is proposed to lease part of the large reservoir to a bath company for twenty-one years. A proposal has been made to form an audit committee. This the board intend to resist.

Ebbw Vale Steel, Iron, and Coal.—A dividend of 10s. per share.

John Brown and Co.—A dividend of 4l. 18s. 3d. per share.

MINING COMPANIES.

Capunda.—Dividend of 6d. per share.

REPORTS OF SALES.

[NOTE.—The reports of the Estate Exchange are officially supplied in the following list. Auctioneers whose names are registered there will oblige by reports of their own sales.]

Thursday, July 1, at the Mart.
Freehold estate known as Ashley Armswood, in the parish of Milton, Hunts, comprising a residence, farm, land, and woods, in all 202a. 2r. 32p.—sold for 6400l.
Freehold estate known as Stanley's, in the parish of Nordie, Hunts, comprising farmhouse, shooting box, lands, and woods, in all 150a. 0r. 38p.—sold for 2450l.

Friday, July 4.
By Messrs. NORTON, TRIST, WATNEY, and Co., at the Mart.
Freehold rectorial tithe rentcharges, secured on land situate at Linsfield, Surrey, in 25 lots.—Lot 3, rentcharge of 38l. 16s. 8d.—sold for 2000l.; lot 4, ditto 18l. 4s. 10d.—sold for 3200l.; lot 10, ditto 107l. 2s. 6d.—sold for 3200l.; lot 13, ditto 97l. 16s. 8d.—sold for 1650l.; lot 15, ditto 37l. 4s. 3d.—sold for 550l.; lot 17, ditto 71l. 8s. 2d.—sold for 1250l.; lot 19, ditto 61l. 15s. 10d.—sold for 1000l.; lot 21, ditto 47l. 9s. 5d.—sold for 710l.; lot 23, ditto 37l. 17s. 3d.—sold for 600l.; lot 25, ditto 67l. 10s. 1d.—sold for 850l.; lot 3, ditto 357l. 10s. 1d.—sold for 6200l.; lot 10, ditto 132l. 2s. 11d.—sold for 2250l.; lot 12, ditto 107l. 9s. 3d.—sold for 1700l.; lot 14, ditto 97l. 6s.—sold for 1600l.; lot 16, ditto 87l. 7s. 1d.—sold for 1400l.; lot 18, ditto 67l. 6s. 4d.—sold for 1050l.; lot 20, ditto 47l. 9s. 3d.—sold for 700l.; lot 22, ditto, 37l. 2s. 9d.—sold for 670l.; lot 24, ditto 37l. 5s. 5d.—sold for 560l.

Tuesday, July 6.

By Messrs. DEBENHAM and TEWSON, at the Mart.

Leasehold residence, No. 11, Albion-grove, Thornhill-road, Barnsbury, term 34 years from 1835, at 6s. 6d. per annum, annual value 50l.—sold for 350l.

Leasehold residence, No. 130, Hemingford-road, Barnsbury, let at 5s. 6d. per annum, term 98 years from 1844, at 2s. per annum—sold for 630l.

Freehold residential property, known as The Olives, Wadhurst, Sussex, consisting of a residence, with stabling, ground, cottages, and land, containing 31a. 1r.—sold for 400l.

Leasehold two houses and shops, Nos. 1 and 2, John-street, Portland-town, producing 108s. 4s. per annum, term 83 years from 1838, at 20s. per annum—sold for 355s.

By Messrs. DRIVER.

Freehold plot of land, situate in Pound-place, adjoining High-street, Eltham, Kent, with houses and buildings thereon—sold for 400l.

By Messrs. FARREBROTHER, CLARK, and Co.

Freehold residence, situate at Wingham, Kent, with grounds, pasture land, corn mill, cottages, and containing 3a. 0r. 4p.—sold for 335s.

Wednesday, July 7.

By Messrs. EDWIN FOX and BOWFIELD, at the Mart.

Freehold two residences, known as Norfolk Cottages, Three Colt-street, Old Ford, with a piece of building ground in the rear—sold for 830l.

Freehold house and shop, No. 13, Gilbert-street, Clare Market, let on lease at 20s. per annum—sold for 500l.

By Mr. ROBINS, at the Mart.

Freehold house and shop, No. 15, Bevis Marks, let on lease at 2s. per annum—sold for 600l.

Leasehold house, No. 15, Bevis Marks, let on lease at 35s. per annum, term 73 years, 7 years unexpired, at 2s. per annum—sold for 600l.

By Messrs. E. and H. LUMLEY, at the Guildhall Coffee-house.

Leasehold residence, with stabling and grounds of about 14 acres, known as Belmont, Sidmouth, Devon, held under three leases, two for the life of a lady aged 71 years, and the other for a year from the expiration of the former leases if H.R.H. the Duke of Edinburgh should so long live, at 21s. per annum—sold for 710s.

Absolute reversion to 379s. 10s. 3d., consols expectant on the death of a lady aged 56 years—sold for 380s.

Freehold ground-rents of 13s. 7s. per annum, secured on six houses in Old Bethnal-green-road—sold for 290s.

Freehold ground-rents of 6s. 15s. per annum, secured on two houses situate as above—sold for 180s.

Freehold plot of ground, with buildings thereon, in rear of above, and a messuage, No. 5, Bennett's-place, annual rent 35s.—sold for 870s.

Freehold four messuages, Nos. 1 to 4, Bennett's-place—sold for 500s.

Mr. Jones's case.—*Re The Land Shipping Company (Limited)*—which was before Vice-Chancellor Malins on Wednesday, is another warning to shareholders not to be negligent of winding-up orders. The case in support of the application for the removal of Mr. Jones's name from the list of contributories was that it had appeared in the share register in some manner unexplained, and had thus gone into the list. There had neither been application, allotment, payment, receipts of dividends, nor any part taken in the affairs of the company. It appeared, however, that Mr. Jones had had notice to show cause why his name should not appear on the list, and that his solicitor did appear and urge that he had been induced to take the shares by fraudulent representations. He could not therefore be allowed to make out a new case, and make up for his former negligence when notice was given him to show cause.

In the case of *Laurie P. O. v. Schofield*, the Court of Common Pleas has interpreted the following as a continuing guarantee:—"In consideration of the Union Bank of London agreeing to advance to the firm of Messrs. Russell and Co., during the next eighteen months, not exceeding in the whole a sum of 1000l., we hereby jointly and severally agree, &c., to pay the same in case of default." It was contended for the defence that the 1000l. having been once advanced and repaid during the eighteen months, the guarantee was exhausted—that it did not cover a subsequent re-advance. The court, however, overruled this, holding that the guarantee applied to any unrepaid advance not exceeding 1000l.

SOLICITORS' JOURNAL.

NOTES OF NEW DECISIONS.

ARBITRATION—AWARD.—By the Common Law Procedure Act 1854, s. 15, the Superior Court in which any submission has been made a rule is authorised to enlarge the time for making an award, and this power applies to references under the Lands Clauses Act. But the exercise of that power is within the discretion of the court, and where, in a matter between a railway company and a landowner, an award had been referred back to the umpire who had made it, and nothing was done under that reference for a time so long as to render it necessary that the whole of the evidence should be again produced: Their Lordships held, agreeing with Vice-Chancellor James, that the right given by the Lands Clauses Act after such a delay of having the question decided by a jury ought not to be interfered with: (*The Dale Valley Railway Company v. Rhys*, 20 L. T. Rep. N. S. 717. Ch.)

FOREIGN LOAN.—When a Government negotiates a loan in a foreign country, the contract must be construed not according to the law of the country in which the loan is negotiated, but according to that of the State negotiating the loan: (*Smith v. Woguelin*, 20 L. T. Rep. N. S. 724. Ch.)

PRACTICE—SERVICE OF NOTICE OF DECREE—PARTIES OUT OF THE JURISDICTION.—Certain persons interested in property ordered to be sold under the provisions of the Partition Act 1868 had not been made parties to the suit, and were out of the jurisdiction, their addresses being unknown: Held, that the provisions of the 15 & 16 Vict. c. 86, s. 42, rule 8, and Consolidated Order xxxv., rule 18, as to the service of notice of decree, applied to such a case: (*Peters v. Bacon*, 20 L. T. Rep. N. S. 729. M.R.)

SOLICITOR—RETAINER—FALSE AFFIDAVIT.—A solicitor, who had filed a bill for specific performance in the name of the assignee of a bankrupt without having obtained his consent or retainer, and who had also allowed his client to make an affidavit containing a statement which he knew to be false, was sentenced to be suspended for the space of ten years from practising as an attorney or solicitor. If there be not a written retainer, there must unquestionably be an authority to institute a suit communicated expressly by the client to the solicitor without any intermediate agency: (*Re James Gray*, 20 L. T. Rep. N. S. 730. M.R.)

PROTESTANT DISSENTERS—MINISTER—TENURE OF HIS OFFICE.—In the absence of any special rules affecting the dismissal of a minister or pastor of an endowed Dissenting chapel, the majority of the trustees and of the congregation have a right to dismiss him: (*Cooper v. Gordon*, 20 L. T. Rep. N. S. 732. V.C.S.)

WILLS.—Where a testator left two wills, one disposing of his property in Australia, and the other of his property in England on the same trusts, the court held that it was unnecessary to incorporate the Australian will with the English will, but directed an affidavit of its contents to be attached to the probate: (*In the goods of Cole*, 20 L. T. Rep. N. S. 758. Prob.)

A domiciled Spaniard died without having made a will. His brother made one for him according to his direction. The court, on affidavit that this was a valid will according to the law of Spain, granted probate: (*In the goods of Gutierrez*, *Ibid.*)

CHARITY—DISMISSAL OF INMATE—MISCONDUCT—MALICE.—H. was bought into an asylum for incurable patients by the purchase of votes, that is to say, the friends of H. contributed funds to the charity and obtained four votes in respect of each guinea, which votes they gave to H., who was elected an inmate of the asylum. H. was dismissed from the asylum for alleged misconduct. She brought an action for wrongful dismissal: Held, that the action would lie. Held, also, that the question of misconduct of H. was a matter for the board of management of the asylum, and not for the jury, who had simply to consider whether the board had acted maliciously. A non-observance of rules may amount to misconduct: (*Hoare v. Anderson*, 20 L. T. Rep. N. S. 759. Cockburn, C.J.)

CREDITORS UNDER ESTATES IN CHANCERY.

LAST DAY OF PROOF.

Box (Susannah), Sonke, Leige, Belgium. July 26; C. W. Williams, solicitor, 62, Lincoln's-inn-fields. Aug. 2; V.C.S. at twelve.

GARRAWAY (George), 4, Fellows-road, Haverstock-hill. July 19; Ashurst, Morris, and Co., solicitors, 6, Old Jewry. July 31; M.R. at twelve.

GILLIAT (Wm.), Barham-house, East Hoathly, Sussex. July 21; Young, Maples, and Co., solicitors, 6, Frederick's-place, Old Jewry. July 31; M.R. at twelve.

JACKSON (John), Preston, Lancashire. July 28; Richard Dickson, solicitor, 20, Bedford-row. Aug. 6; V.C.J. at twelve.

LLOYD (George P.), Plas-y-dre-Bala, Merioneth. July 30; Hayes, Twisden, and Co., solicitors, 69, Russell-square, Aug. 7; S. at twelve.

MAIR (John), Friday-street, City. July 27; J. Williamson, solicitor, 10, Great James-street W.C. July 29; V.C.J. at twelve.

PARKER (Thomas), Chorlton-upon-Medlock. July 28; J. Lamb, solicitor, Manchester. Aug. 4; V.C.M. at twelve.

READ (William), Ipswich, Suffolk. Aug. 2; Jackson and Sons, solicitors, Ipswich. Nov. 3; M.R. at twelve.

ROBINSON (Philip), Feltham, Middlesex. Oct. 29; H. Webb, solicitor, 11, Argyll-street, Regent-street, Nov. 11; V.C.S. at twelve.

SNOWBALL (Geo.), Slough, Bucks. July 22; R. B. Barrett, solicitor, Slough. Aug. 5; M.R. at eleven.

STONE (Josiah), Llawrenny Villa, Llewisham. Aug. 2; Parker and Sons, solicitors, Llewisham. Aug. 7; V.C.S. at twelve.

THOMPSON (J. R.), 2, St. James's-terrace, Newcastle-on-Tyne. July 31; Alfred Lerge, solicitor, Newcastle-on-Tyne. Aug. 7; V.C.M. at twelve.

UPTON (James), Dartford. July 30; Russell and Son, solicitors, Dartford. Aug. 5; V.C.M. at twelve.

WESTCOOMB (Charles), Strand, and Exeter. Sept. 21; E. Force, solicitor, Exeter. Oct. 30; V.C.S. at twelve.

CREDITORS UNDER 22 & 23 VICT. c. 35.

Last day of Claim, and to whom Particulars to be sent.

ANDREW (Wm.), Manchester. July 31; S. A. Orton, solicitor, 31, Princess-street, Manchester.

ATTENBOROUGH (James), Brampton Ash, Northampton. Aug. 31; Becke and Green, solicitors, 30, Market-square, Northampton.

BAKER (William), Upper George-street, Bryanston-square. Sept. 1; W. W. Comins, solicitor, 84, Great Portland-street.

BOYD (Robert), 2, York-place, Upper-street, Islington. Sept. 1; Sawbridge and Wrentmore, solicitors, 126, Wood-street, Cheapside.

BROWN (C.), 28, Cavendish-square. Sept. 24; J. McMillin, solicitor, 39, Bloomsbury-square.

CAINES (Charles), 21, Victoria-villas, King Edward-road, Hackney. Sept. 1; Sawbridge and Wrentmore, solicitors, 126, Wood-street, Cheapside.

CAMPBELL (Capt. Colin A.), of H.M.S. *Ariadne*. Aug. 15; E. W. Crosse, solicitor, 4, Bell-yard, Doctors'-commons.

CARTHEW (James H.), Queen's-buildings, Knightsbridge. Sept. 1; Sawbridge and Wrentmore, solicitors, 126, Wood-street, Cheapside.

CLARK (George), Wootton Wawen, Warwick. Aug. 1; T. B. Couchman, solicitor, Hanley-in-Arden.

COYNE (W. W.), 1, Lansdown-road, South Lambeth. Sept. 1; Sawbridge and Wrentmore, solicitors, 126, Wood-street, Cheapside.

DAVIDSON (Andrew), 13, East-street, Lamb's Conduit-street. Aug. 2; W. Millman, solicitor, 9, Southampton-buildings.

FAULKNER (W. P.), 10, York-grove, Queen's-road, Peckham. Sept. 1; Sawbridge and Wrentmore, solicitors, 126, Wood-street, Cheapside.

FRANCIS (Edward P.), Hertford. Aug. 5; J. S. Barnes, solicitor, Colchester.

GWILT (Elizabeth), 8, Gloucester-terrace, Hyde-park-gardens. Aug. 10; Smith and Co., solicitors, 13, Northumberland-street, Strand.

GWILT (Francis J.), 8, Gloucester-terrace, Hyde-park-gardens. Aug. 10; Smith and Co., solicitors, 13, Northumberland-street, Strand.

HACKLEY (Miss Charlotte M.), Fossigate, York. Sept. 10; Messrs. Wood, solicitors, 12, Pavement, York.

HARRIS (George F.), Mountside, Harrow-on-the-Hill. July 31; H. G. Steel, solicitor, 13, Great James-street.

MAGE (Peter), 12, Portland-place. Aug. 21; Meredith and Co., solicitors, 8, New-square, W.C.

MARKS (Anne Eliza), Plymouth. Sept. 21; Gurney, Cowland, and Co., solicitors, Launceston, Cornwall.

McNAMARA (Thos.), Marlborough-place, Harrow-road, Paddington. Aug. 1; G. F. Cooke, solicitor, 3, Sergeants'-inn, Chancery-lane.

RADNEDGE (John), 3, Gloucester-place, Cheltenham. Aug. 1; H. Darling, solicitor, 44, Aspland-grove, Hackney, N.E.

RUTLAND (Simon), Peterborough. Aug. 18; John Greaves, solicitor, Peterborough.

SHEDDEN (Sarah), Bowdon, Chester. Aug. 4; E. L. Ashworth, solicitor, 88, King-street, Manchester.

SHEDDEN (Hugh), Parker-street, Manchester. Aug. 4; E. L. Ashworth, solicitor, 88, King-street, Manchester.

SLOCOCK (Edmund), Bellevue House, Chelsea. Sept. 1; Sawbridge and Wrentmore, solicitors, 126, Wood-street, Cheapside.

TAYLOR (Wm.), Halifax, Yorks. Sept. 1; Robson and Suter, solicitors, 6, George-street, Halifax.

THOMPSON (Miss Mary), Kirk Deighton, York. Sept. 10; Messrs. Wood, solicitor, Pavement, York.

TOMLINSON (Wm. B.), Upper George-street, Bryanston-square. Aug. 1; W. W. Comins, solicitor, 84, Great Portland-street.

UNCLAIMED STOCK AND DIVIDENDS IN THE BANK OF ENGLAND.

[Transferred to the Commissioners for the Reduction of the National Debt, and which will be paid to the persons respectively whose names are prefixed to each, in three months, unless other claimants sooner appear.]

FORBES (Caroline L.), Castle New, Aberdeenshire. Dividend on 2121s. 10s. 3d. Reduced Three per Cents. Claimant, said Caroline L. Forbes.

A question has been raised whether so large a sum as 5000l. is necessary for the Overend, Gurney, and Co. prosecution. Messrs. Lewis and Lewis, in reply to some remarks on the subject in the *Pall Mall Gazette*, reiterate that "to cover the original fees and daily refresher of eminent counsel, the preparation of briefs, the briefing the voluminous documentary evidence, and not least, the attendance of about forty witnesses during a trial which will probably last ten days, it is a moderate estimate, and one which has been so considered in the Profession."

CASH DEPOSITS.—The necessity of caution in dealing with advertisers who require cash deposits is strikingly shown by some extraordinary disclosures which have been made in a case before the Bristol Bankruptcy Court. The bankrupt, John Walker, carried on business as a dyer, and towards the close of 1867, he inserted advertisements in the *Christian World* and other newspapers, for "a manager for a branch establishment in a fashionable watering place." The appointment was to be permanent, and a liberal salary and interest on the business transacted was promised. For all these "advantages" one condition was imposed—the applicant was required to deposit 75s. with "the firm." It was subsequently explained that the reason "the firm" insisted on the cash deposit was that they had been losers by the defalcation of a manager at Brighton; and in another instance, where they had taken the security of a guarantee society for a manager in the north, who had also become a defaulter, they had experienced considerable difficulty in bringing the sureties to book. For so "eligible" a situation, of course, there were numerous applicants; and this fact seems to have led "the firm" to increase the deposit until it reached 150l. In September last two applicants, named Cross and Webber, paid 125s. each as deposit, and were thereupon appointed "managers" at Exeter. When they arrived in that city, they discovered that the firm had no business premises there. In March last, Mr. Thomas Stott, of Manchester, was tempted to reply to one of the bankrupt's advertisements, and, being "accepted," he paid a deposit of 150l., and was appointed manager at Penzance. Mr. Stott proceeded to that town with his wife and

family, and when he arrived there he found himself in the same predicament as Messrs. Cross and Webber. The bankrupt seems to have retained several hundred pounds as "security," none of which he has returned.

THE BENCH AND THE BAR.

LAW COURTS COMMITTEE.

At the first sitting of this committee there were present Lord Stanley (chairman), Lord Grosvenor, Lord John Manners, Lord Enfield, the Chancellor of the Exchequer, Messrs. Layard, Beresford Hope, Ward Hunt, Corrance, Russell Gurney, W. Cowper, Tite, Mowbray, Gregory, and Morgan.

Mr. W. E. Field, examined by the chairman, said he was the secretary to the Law Courts of Justice Commission, and had held that office since the passing of the Act in 1865. The commission began its duties in that year, and its first meeting was held on 5th July 1865. Since that time the commission had met regularly, and had taken the evidence of witnesses as to the sufficiency of the site which had been selected in Carey-street. The limits of the site were fixed before the commission began its duties, and it had nothing to do with the naming of a place likely to be more suitable than that named in the Act of Parliament. What the commission had to do was to report to the Government its opinion as to the best way of erecting the courts of law. The commission did not come to the conclusion that the site was not sufficient to hold all the courts of law, nor did it report to that effect to the First Commissioner of Works or the Treasury.

By Mr. Layard.—When the site was fixed before the commission was appointed all it had to do was to lay out the ground to the best advantage. The commission while limited to space was also restricted to a certain sum which was to be paid for the site and for the building of the courts, and the amount fixed was 750,000*l.* for the site, and 750,000*l.* for the buildings, which was fully detailed in the Act of Parliament. The commission did grant a certificate that the cost of the site and buildings would be equal to the sum already stated in terms of the requirements of the Act; but he did not recollect on whose authority it was granted, but the certificate would be found in the Treasury office. He acted on all occasions entirely under the directions of the commission; and, though secretary, he could not say beyond what was printed who gave orders for the certificate called for to be granted. He was aware that Mr. Abrahams prepared plans for the commission, and was paid 500*l.* for his services. The amount of accommodation shown on the plans in question was, in the opinion of the commission, adequate for the requirements of the courts, and that led to the granting of the certificate. Lord Cranworth was chairman of the committee that granted the certificate. It was at the first meeting of the commission that the certificate was granted (5th July 1865). The sums named as the price of the site and the buildings did not include the different accesses which would be required. In fact, the commissioners contemplated further sums being required for that purpose. In making its calculations the commission calculated the expense of the approaches to the courts from the north, east, and west. There was a proposal came from Mr. Childers, Commissioner of Public Works, on 8th Dec. 1865, to the effect that certain other lands should be bought which lay on the north-east corner of the site, near to Chancery-lane, as it would give an improved access from Chancery-lane. The commission instructed another architect to prepare plans; but when he found he would be debarred from competing with other architects for the principal plans, he resigned, and Mr. Burnett was appointed, and on his suggestion it was thought advisable these additional buildings should be purchased. Mr. Burnett acted under the requisition committee, and his instructions were given on the 17th April 1866. Witness considered the carriage-way from the north sufficient for all the cabs that brought lawyers to the courts, and the passage from the courts could not be worse than what it was at present; and in his opinion vehicles that stopped the thoroughfare in the morning were not the lawyers' cabs, but those of the city merchants. The case would not be improved were the site to be removed to Howard-street; indeed, he doubted if matters would not be made worse. He admitted Sir Roundell Palmer proposed a motion at a meeting of the commission approving of the Carey-street in preference to the Howard-street site; but in his opinion the commission had no power in the matter, and were bound to abide by the Act of Parliament. The approaches to the Howard-street site were even more objectionable than those of Carey-street.

By Mr. Tite: Was aware that the plan prepared by Mr. Burnett, showing the localities of the legal offices in London, was incorrect in minor details; but on the general principle it was correct. It

was in the colouring where the error had occurred.

By Lord John Manners: It was the opinion of the commissioners when the certificate was granted that the ground in Carey-street for the law offices was sufficient; but in consequence of additional offices being required, the commissioners thought the adjoining land should be bought, and Mr. Childers was made aware of this. Mr. Childers continued to hold office under the Government of Mr. Disraeli, and only resigned when the new Government came into office. When the commission had to reduce the plans, the Wills and Bankruptcy Courts were struck out, and it was agreed that Doctors' Commons should remain where it is, as it was not of much importance whether or not it was with the other courts. In the opinion of witness it was quite possible to erect all the courts on the Carey-street site.

By Mr. Cowper: The sub-committee used every endeavour to obtain information regarding the accommodation of law courts all over Europe, and that was partly obtained through the Foreign Office. The judges on the assizes made inquiries at the county courts, and reported the result to the commission. Upwards of twelve months was spent in searching out the desired information. The sub-committee was composed of members of Parliament, the Law Profession and the City Corporation. Witness admitted that, in the event of the Carey-street site being adopted, Great Turnstile and Gate-street would require to be widened to permit of cabs passing to and from the courts of law. He considered that the access to Carey-street and Howard-street from the north was identical, but he would give the preference to Carey-street.

By Lord Grosvenor.—Would there not be more light and air were the Howard-street site adopted? Witness.—That may be so; but the Howard-street site is so objectionable otherwise, that it overweighs all other advantages.

By the Chancellor of the Exchequer.—The number of offices, according to Mr. Street's plan, was substantially the same in Howard-street as was contemplated in 1865. The commission has no right to condemn the Howard-street site and approve of Carey-street, when they were merely instructed to carry out the provisions of the Act of Parliament. It was of the utmost importance that the Government should buy up the old property in the neighbourhood of the new courts in Carey-street, as the most of it had imperfect titles, and, if it were once in the hands of the Government it would be readily taken up by merchants for offices. The distance between the new courts and the "alums" would be about 30ft.

The Chairman.—While you consider the purchase of this land not necessary for the new courts, you think it desirable? Witness.—I do.

In further examination the witness said that were the Courts of Equity and Common Pleas brought together, great advantage would accrue to the suitor, as more business would be got through, and at much less expense. At the present time the Vice-Chancellor frequently complained of the absence of the clerks when the causes came on for hearing, and that witness attributed to the courts being separated. He objected to the Howard-street site on the same principle as a man would object to his kitchen being several streets apart from his dining room; for when solicitors, junior counsel, and clerks were separated, as would be the case with the Howard-street site, the suitor would be sure to suffer. To insure a speedy despatch of business in the equity courts, he was strongly of opinion that, by bringing all the courts under one roof, the greatest advantages would flow from it. He admitted that the estimated value of the additional buildings was set down at 668,000*l.*, and that he had heard a report was being circulated to the effect that were the Government to sell the Carey-street site they would lose by the transaction 500,000*l.*

After some further examination of the witness on minor details, the committee adjourned.

The names of the commissioners appointed to inquire into the existence of corrupt practices at Bridgwater, Beverley, Cashel, Sligo, and Norwich have been gazetted. The commissioners for Bridgwater are, Mr. E. P. Price, Q.C., Mr. Chisholm Anstey, and Mr. C. E. Coleridge; for Beverley, Mr. Serjeant O'Brien, Mr. T. I. Barstow, and Mr. Homersham Cox; for Cashel, Mr. Waters, Q.C., Mr. C. Molloy, and Mr. W. Griffin; for Sligo, Dr. Heron, Q.C., Mr. J. A. Byrne, and Mr. W. R. Bruce; and for Norwich, Mr. G. M. Dowdeswell, Q.C., Mr. H. Mansfield, and Mr. R. J. Biron.

THE EDMUNDS SCANDAL.—The court of arbitration, consisting of Mr. Manisty, Q.C. (umpire), the Hon. G. Denman, Q.C., and Mr. C. Pollock, Q.C. (arbitrators), appointed to inquire into all matters in dispute between Mr. Leonard Edmunds and the Crown, held a preliminary meeting on Wednesday morning in the Court of Common Pleas, Westminster-hall. Mr. Digby Seymour, Q.C., Mr. Napier Higgins, and Mr. Haviland

Burke appeared for Mr. Edmunds; and the Attorney-General, Mr. Field, Q.C. and Mr. Archibald for the Crown. At the sitting of the court Mr. Denman, Q.C. stated that he and Mr. Pollock, Q.C., acting under an order of the Court of Common Pleas, had chosen Mr. Manisty, Q.C. as umpire. "This court (he added) will sit and hear the whole case together. But the arbitrators wish it to be thoroughly understood by all parties, in order to prevent any sort of misconception, that neither of us would have accepted this reference on any other terms than that we should sit here as joint arbitrators between Mr. Edmunds and the Crown, that we should not be considered the one as arbitrator for Mr. Edmunds, and the other as arbitrator for the Crown, but that we sit here strictly as joint arbitrators to see justice done in the case." After some discussion, the arbitration was adjourned till Thursday, the 21st Oct. next, at ten o'clock, when the court will sit *de die in diem*.

MAGISTRATE AND PARISH LAWYER.

NOTES OF NEW DECISIONS.

METROPOLIS LOCAL MANAGEMENT—EXPENSE OF MAKING NEW SEWER.—The 52nd section of the Metropolis Local Management Amendment Act 1862 enacts that where any sewer shall be constructed by any vestry, in and for the drainage of any new street, or of any house or houses erected since 1st Jan. 1866, the expense of constructing such sewer should be borne and defrayed by the owners of such street or houses, and of the land bounding or abutting on such street. The 53rd section enacts that where any sewer shall be constructed by any vestry in a street in which previously to such construction there had been no sewer, or only an open sewer, but where sewers rates have been levied previously to such construction, the expense of constructing such sewer should be borne and defrayed only in part by the owners of the houses situate in, and of the land bounding and abutting on, such street respectively, and the residue by the vestry, out of the sewers rates levied in their parish: Held, that the 53rd section applied to all streets, both old and new; and, therefore, when a sewer was constructed in a new street, but sewers rates had been levied in the street previously to the construction of the sewer, the owners of property in the street could not be charged with the whole expense of constructing the sewer: (*Vestry of St. Giles v. Waller*, 20 L. T. Rep. N. S. 756. Ex.)

COURT OF COMMON PLEAS.

(Before Mr. Justice KEATING and Special Juries.)
VARLEY v. ELLIS.

Robinson, Serjt. and E. P. Wood were for the plaintiff; Giffard, Q.C. and F. H. Lewis for the defendant.

The plaintiff, who was said to be a dressmaker, sued the *Daily Telegraph*, or rather the proprietors of that journal, for penalties incurred under the stat. 25 Geo. 2, c. 36, s. 1. This section runs as follows:—

"Whereas the advertising a reward with no questions asked for the return of things which have been lost or stolen is one great cause of thefts and robberies, be it enacted, &c., that any person publicly advertising a reward with no questions asked for the return of things which have been stolen or lost, or making use of any words in such public advertisement purporting that such reward shall be given or paid without seizing or making inquiry after the person producing such thing so stolen or lost, or promising or offering in any such public advertisement to return to any pawnbroker or other person who may have bought or advanced money by way of loan upon such thing so stolen or lost the money so paid or advanced, or any other sum of money or reward for the return of such thing, and any person printing or publishing such advertisement, shall respectively forfeit the sum of 50*l.* for every such offence to any person who will sue for the same."

The plaintiff sought to recover penalties on thirteen advertisements, but on proof being given several were abandoned.

Giffard, for the defence, raised several legal questions, the principal of which was that the statute declared on had been repealed by the 1st section of 7 & 8 Geo. 4, c. 29.

After a long and learned discussion, the verdict was entered for the defendant, with leave to the plaintiff to move, his LORDSHIP observing that the verdict was only a formal one, but that the case must not go beyond the Court of Common Pleas.

BOROUGH QUARTER SESSIONS.

Borough.	When holden.	Recorder.	What notice of appeal to be given.	Clerk of the Peace.
Bolton	Thursday, July 22	S. Pope, Esq., Q.C.	10 days	J. Gordon.
Derby	Tuesday, July 13	G. Boden, Esq., Q.C.	1 day	J. Gadsby.
Lichfield	Tuesday, July 20	H. W. Cripps, Esq., Q.C.	8 days	C. Simpson.
Liverpool	Thursday, July 13	J. B. Aspinall, Esq.	1 day	P. Wright.
Llallow	Tuesday, July 27	H. J. Hodgson, Esq.	10 days	H. Salway.
Newark	Monday, July 19	J. F. Stephen, Esq.	10 days	T. F. A. Burnaby.
Northampton	Wednesday, July 14	J. H. Brewer, Esq.	10 days	C. Hughes.
Poole	Saturday, July 10	H. Bullar, Esq.	8 days	G. B. Aldridge.
Stanford	Monday, July 19	Hon. E. C. Leigh	10 days	J. Torkington.
Sudbury	Wednesday, July 21	J. H. Naylor, Esq.	Statutory	E. Ransom.
Tewkesbury	Thursday, July 15	A. W. Daniel, Esq.	Statutory	W. Winterbotham.
Wigan	Wednesday, July 21	J. Catterall, Esq.		J. Mayhew.

SURREY SESSIONS.

Saturday, July 3.

WHEELER v. THE CONVICTION OF E. H. WOOLRYCH ESQ.

Cruelty to Animals.

The appellant in this case is chief cook at the Trafalgar Tavern, Greenwich, and he appealed against the conviction of Mr. Woolrych, who sentenced him to three months' hard labour for cruelty to a dog which he destroyed in the Camberwell New-road.

Clarke, in opening the case, said that the appellant was proceeding on horseback when a half-bred spaniel barked at the horse's heels. He got off his horse and seizing up the dog dashed it against the wall, and eventually killed it by trampling on it. He called

Mr. William Jenkins, who said that between ten and eleven at night he was leaving the railway station when he saw the appellant standing by a horse holding up a dog by the neck. A gentleman named Tolhurst was near, and Wheeler said to him, "Is this your dog?" He replied that it was not. Appellant then said that it had run at his horse and frightened it so as to nearly throw him off, and asked if he might do as he liked with the dog. Mr. Tolhurst said yes, when he dashed it several times against the wall, and afterwards trampled it to death.

James then addressed the Court for the appellant a young man holding a very responsible situation at an hotel at Greenwich, and incapable of acting cruelly to any animal. He (the learned counsel) contended that there was no evidence to convict under the Act of Parliament quoted by Mr. Clarke, as there was nothing to show that the appellant wilfully tortured or acted cruelly towards the dog. The latter was running loose in the road and nearly caused the appellant to be thrown from the horse as he was riding, and not seeing an owner, he killed it as quickly as possible. The learned gentleman said that did not make an offence, as it was well known that the police killed hundreds of stray and vicious dogs with their truncheons and other means. He therefore contended that there was no evidence to show that the appellant had acted cruelly towards the dog, consequently he called on the court to allow the appeal.

Clarke having replied,

The MAGISTRATES consulted for a few minutes, when Sir Thomas Tilson said that it was not a case coming within the meaning of the Act, therefore the appeal would be allowed.

HUNTINGDON COUNTY SESSIONS.

Monday, June 28.

(Before the Hon. OCTAVIUS DUNCOMBE, M.P., Chairman.)

REG. v. BEWLEY AND ANOTHER.

Upon an indictment under 24 & 25 Vict. c. 97, s. 13, it is no answer that the demolition complained of was caused for the purpose of convenience in using the premises, and cutting down a wall from 9in. to 4in., is evidence of malice to go to the jury. And it is sufficient to support a conviction for aiding and abetting that the defendant assisted to remove the bricks so taken from the wall.

The defendants, Thomas Hunter Bewley, and Thomas Gibson Bewley, were indicted under the 24 & 25 Vic. c. 97, s. 13, as follows:—

The jurors for our lady the Queen upon their oath present, that Thomas Hunter Bewley on the 31st May 1869, being then possessed of a certain dwelling-house at Eynesbury, in the county of Huntingdon, as tenant from year to year to Octavius Robert Wilkinson, did then and there unlawfully and maliciously pull down and demolish part of the said dwelling-house and building against the form of the statute, &c.

Second count.—For that Thomas Gibson Bewley at the time of committing the said offences referred to in the first count, did aid and abet counsel, and procure the said Thomas Hunter Bewley to commit the aforesaid offence against the form of the statute, &c.

Abdy for the prosecution.

M. B. Byles for the defence.

From the evidence it appeared the prosecutor Mr. Octavius Robert Wilkinson, became possessed of certain unfurnished premises at Eynesbury, which he completed and let to Thomas Hunter Bewley, under an agreement dated 19th Oct. 1865, at an annual rent of 10*l.*, the tenant to pay all rates and taxes, to keep and leave the glass in good repair, to use the premises in a careful manner, and not to do any damage to the same. The buildings had been originally designed for a machinist's shop and outbuildings, but were divided by Mr. Wilkinson into a cottage and outbuildings. The defendant Thomas Hunter Bewley had been in possession of the premises ever since, but the rent was not paid at all punctually. Upon an examination being made of the premises, there was a hole in the roof, one rafter cut away, about 300 bricks removed, a 9in. wall cut down to 4in.; the total damage being estimated at about 3*l.* or 4*l.* Evidence was given as to the defendants having disposed of a quantity of bricks, and that Thomas Gibson Bewley assisted the tenant of the premises to remove them.

In cross-examination Mr. Wilkinson admitted that he had offered to settle the matter if the hole in the roof were repaired.

A builder named Wildman was called, and proved that the hole in the roof had been done some little time; there had never been a chimney there before the house was altered, the rafter had been cut away, and two slate laths cut away. At the north end of the premises about fifty bricks had been cut away, and about 150 bricks had been removed to make way for a window, and the window had been glazed, but it was not usual for tenants to make such alterations without asking the consent of the landlord. A wall had been reduced from nine inches to four and a half inches.

M. B. Byles, for the defendants contended that there was no case to go to the jury, the injuries such as detailed by the witnesses were not such as contemplated by the statute, these alterations had been made by the defendants for the more convenient use of the premises, and had not been done maliciously, it was merely a sidewind to get the damage out of the defendant.

The CHAIRMAN held that it was a case for the jury, and refused to withdraw it; and in charging the jury said the question was whether the cutting away of a wall from nine inches to four and a half inches was not a malicious act; and with respect to the defendant, Thomas Gibson Bewley, his assisting the other defendant in removing the bricks was sufficient to satisfy the offence of aiding and abetting. No doubt it was a peculiar prosecution, but they were there to administer the law as they found it.

Verdict—Guilty against both defendants.

PORTSMOUTH POLICE-COURT.

(Before E. EMANUEL and T. HODGKINSON, Esqrs.)

Public-house Closing Act—Keeping open.

Albert Mew Judd, of the Prince of Wales' tavern, Hambrook-street, Southsea, in the borough of Portsmouth, was summoned by Mr. Richard Barber, superintendent of the Portsmouth police, for having, on the 1st July, inst., kept open his house for the consumption of exciseable liquors, to wit, two glasses of gin and water, at half-past one in the morning, otherwise than to lodgers in the house, without having obtained an occasional licence, and contrary to the Public-house Closing Act 1864, which, it was admitted, had been adopted within the borough of Portsmouth.

Cousins, solicitor, of Portsea, appeared for the defendant.

A police-constable stated that he was on duty in Hambrook-street, Southsea, about half-past one in the morning of the 1st July, inst., and he heard women and men laughing and talking. He stopped a moment, and heard the door leading into a passage by the side of the house open, and a woman came out. He and another police-constable then went in. The landlord was behind the bar, and there were two men and two women at the bar. There was a glass half full of gin and water standing in front of the bar, and one of the women was drinking another glass of gin and water, which was a quarter full. In answer to questions, the defendant said the women were

friends of his, and one of the men was a lodger. Witness knew that the man was not a lodger, and he went away from the house about five minutes after the witness had left it.

Cross-examined by Cousins: There was no riot in the house. The house was closed, both the front door and side door being shut. Witness did not rap, but went in when the side door was opened to let one of the women out. The house was not opened or kept open to let anybody in, but only opened to let them out. The woman who was drinking appeared to be finishing up her liquor. Saw nothing ordered or paid for.

The above evidence was corroborated by another police-constable.

Cousins, for the defence, submitted that the charge of keeping open could not be sustained. If any offence was disclosed by the evidence for the prosecution it was that of selling, and not keeping open. He quoted *Cates v. South*, 1 L. T. Rep. N. S. 365. He also referred to the recent case of *Davis v. Scrase*, 4 L. Rep. C. P. 172, in order to show that the informant was bound to prove affirmatively all the allegations contained in the information. To carry the case still further, two witnesses were called for the defence who proved that the house was closed at one o'clock, and that no one was admitted after that hour, and that no excisable liquors were sold after one o'clock. Also that the time the police visited the house was between twenty and twenty-five minutes past one.

The Justices held that if the defence was allowed the Act would become a dead letter, and they therefore convicted the defendant, and fined him 1*l.*, including costs.

Cousins asked that a case might be stated for the decision of the Court of Common Pleas, which was granted.

Mr. Robert Phippen, High Sheriff of Bristol, died suddenly on Monday evening. He was dining with the Mayor, at his private residence, Crete-hill, Stoke Bishop, when he was seized with fainting fits. Restoratives were administered, and he rallied a little, but soon afterwards he became drowsy and died. Mr. Phippen, who was in his sixty-ninth year, was a prominent member of the Conservative party in Bristol, had more than once been mayor of the city, and at the time of his death held the offices of high sheriff, senior alderman, city magistrate and deputy mayor.

THE TRADES UNION BILL.—On Saturday evening a meeting of the various trades of Birmingham, convened by the Operative House Painters' Association, was held at the Athenæum, for the purpose of supporting the Trades Union Bill now before Parliament. The Rev. Arthur O'Neill presided, and expressed his hearty concurrence with the measure that had been introduced, as intended to remove most unjust and oppressive restrictions that at present weighed down the working classes. Resolutions warmly approving of the Bill, expressing confidence in its promoters, protesting against any delay in its passing, and urging the members of the House of Commons to vote in favour of its second reading, were passed unanimously.

REAL PROPERTY LAWYER AND CONVEYANCER.

NOTES OF NEW DECISIONS.

INVESTMENT BY TRUSTEES.—A settlement empowered trustees in the purchase of lands and tenements of a clear and indefeasible estate of inheritance in fee simple in possession. This was held to empower an investment in freehold ground rents: (*Re Peyton's Settlement*, 20 L. T. Rep. N. S. 728. M. R.)

WILL—CONSTRUCTION.—A testator gave 800*l.* upon trust for his son G. for life, and after his decease unto and equally between and amongst the wife of G. (in case she should happen to survive him) and all and every the child and children of G. in equal proportions. The shares of the children to be paid as they should attain twenty-one or be married. G. survived the testator, his wife died between the date of the testator's will and death. After the testator's death G. married again, and his second wife survived him. G. had by his first wife a daughter, who survived the testator, but there were no children of the second marriage: Held, that the fund was at the death of G. divisible equally between his widow and his child: (*Re Lyne's Trust*, 20 L. T. Rep. N. S. 735. V. C. M.)

ADVERSE POSSESSION OF A GRAVEL PIT.—A gravel pit vested by allotment made in pursuance of an Act of Parliament in the surveyor or surveyors of a particular hamlet for the repair of its roads and ways was left unused by the surveyors from 1837 to 1863, the surveyors in or

about the year 1837 having purchased gravel for the repairs of the parish highways from another pit two miles distant. In the same year a tenant of the plaintiff's father, who occupied the greater part of the land in which the pit was situate, commenced filling up part of the pit by several hundred loads of earth and rubbish, and from that till 1863 cultivated the surface of that part of the pit. In 1839 another tenant ploughed up the remaining portion of the pit which abutted upon land in his occupation, and also the road which led to it, both of which continued to be cultivated by the plaintiff's tenants as ordinary arable land from that time till 1863. No rent was paid to the surveyors nor any acknowledgment made to them by the plaintiff or his tenants during any portion of the time mentioned. In the year 1844 the tenant of the plaintiff who was in occupation of the surface of the greater part of the pit was elected surveyor of the highways within the hamlet jointly with another person, and held that office for a year. Held, on a case giving the court power to draw inferences of facts, that by filling up the greater portion of the pit with earth and rubbish, and by taking the whole surface into cultivation as well as the road in 1837 and 1839, possession of the pit and road had been taken by the plaintiff's tenants, and that the time of limitation against the surveyors began to run from those years respectively; that the plaintiff had by his tenants been in possession of the gravel pit and road from 1837 to 1863; and that the fact of the tenant who occupied part of the pit being elected surveyor for one year after possession had been taken did not interrupt the running of the period of limitation, the character of his possession as tenant of the plaintiff, not being altered during his year of office: (*Smith v. Stocks*, 20 L. T. Rep. N. S. 740. Q. B.)

ELEMENTARY PRECEDENTS IN CONVEYANCING. (a)

A Collection of practical Forms designed for professional Use, and suited to the Emergencies of actual Practice, with Notes.

(Continued from page 187.)

PRECEDENTS.

POWERS OF ATTORNEY (b).

108. Power of attorney from partners to draw bills (concoise form).

Know all men by these presents that we, A. B. and C. D., of &c., have made, constituted, and appointed, and by these presents do make, constitute, and appoint E. F., of &c., our true and lawful attorney for us, and in our names, place, and stead, to sign, indorse, draw, accept, make, execute, and deliver all such notes, cheques, bills of exchange, and other contracts or instruments in writing, with or without seal; and such verbal contracts as he may deem proper; giving and granting unto our said attorney full power and authority to do and perform all and every act and thing whatsoever requisite and necessary to be done in and about the premises, as fully to all intents and purposes as we ourselves, or either of us, might or could do if personally present; with full power of substitution and revocation hereby ratifying and confirming all that our said attorney or his substitute shall lawfully do or cause to be done by virtue hereof. In witness, &c.

109. Power of attorney to two persons to obtain letters of administration to two estates.

To all to whom these presents shall come I, A. B., of, &c., send greeting. Whereas C. D., the deceased wife of D. D., late of, &c., died intestate on or about, &c., leaving the said D. D. her surviving. And whereas the said D. D. hath since also died, to wit, in or about the month of 18, a widower, and intestate. Now know all men by these presents that I, the undersigned A. B., the natural and lawful and only surviving child of the said D. D., at present residing in do hereby nominate, constitute, and appoint, and in my place and stead put and depute W. X. and Y. Z., both of, &c., to be my true and lawful attorneys and acting jointly and severally for me and in my name to appear before the Right Honourable James Plaisted, Baron Penzance, the judge of Her Majesty's Court of Probate in England, or any principal or district registrar of the said court or other competent judge in this behalf, and to pray for and procure letters of administration of all and singular the

(a) By THOMAS WILKINSON, Esq., Liverpool.

(b) A power of attorney, if given for a valuable consideration, appears not to be revocable: (See *Sug. V. & P. 438*; *Wals v. Whitcomb*, 2 Esp. Ca. 585; *Sher v. Sanders*, 5 C. B. 916); but whether, for a valuable consideration or not, it is revocable by the grantor's death (*Watson v. King*, 4 Camp. 272, see, however, 22 & 23 Vict. c. 35, s. 36.)

personal estate and effects of the said D. D., my late father, deceased, to be granted or committed to them, or either of them, for my use and benefit. And upon obtaining such letters of administration, or at any time afterwards, for me and in my name, to pray for and procure letters of administration of all and singular the personal estate and effects of the said C. D., deceased, also for my use and benefit, and generally to do, perform, and execute all matters and things in and about the premises as fully and effectually to all intents whatsoever, as I, the said A. B., might or could do if personally present. And also to substitute and appoint any person or persons to act under or in the place of the said W. X. and Y. Z., in all or any of the matters aforesaid, and every such substitution at pleasure to revoke; I, the said A. B., hereby agreeing to ratify and confirm whatsoever the said W. X. and Y. Z., or either of them, their, or either of their, substitute or substitutes shall lawfully do or cause to be done in or about the premises by virtue hereof. In witness, &c.

110. Power of attorney to dissolve partnership.

Know all men by these presents that I, A. B., of &c., being about to leave England, and to be absent therefrom for some time, for divers good causes and considerations me hereunto moving, do, by these presents, make, constitute, and appoint Y. Z., of &c., my true and lawful attorney for me, and in my name, and on my behalf to consent and agree to a dissolution of the partnership at present subsisting between myself and C. D., of &c., as at, under the firm of "A. B. and Co.," and for me, and in my name and on my behalf, to become party to, and to sign, seal, deliver, and execute all such agreement or agreements, deed or deeds of dissolution, instrument or instruments in writing, as shall be considered necessary or deemed expedient by him, the said Y. Z., for dissolving the said partnership, and for me, and in my name, and on my behalf, and at such time or times as my said attorney shall think proper, to sign all and every notice or notices which may be necessary for publishing and making generally known the dissolution of the said partnership, and to cause or concur with my said other partner in causing such notice or notices to be inserted in the *London Gazette*, and such other gazettes or newspapers as the said attorney shall think fit, whether published in this country or abroad. And if the said attorney shall think fit for me and in my name to sign and give all fit and proper notices of such dissolution as aforesaid to all and every person and persons with whom the said firm has done, or has been in the habit of doing, any business, or to any other person or persons whomsoever. And I do hereby agree to ratify and confirm all and whatsoever my said attorney shall lawfully do or cause to be done in the premises by virtue of these presents. In witness, &c.

JOINT-STOCK COMPANIES' LAW JOURNAL.

NOTES OF NEW DECISIONS.

WINDING-UP—CONTRIBUTORY.—B. applied for fifty shares, which were allotted, registered in his name, and notice of allotment posted to his registered place of abode. He deposed that he had never received the notice. He was held not to be a contributory, the posting of the notice not being sufficient: (*Finnane's case*, 20 L. T. Rep. N. S. 729. M. R.)

—B. signed an agreement to take twenty shares in case the company should be "successfully floated," and two-thirds of the shares *bona fide* taken up. It was not proved that he had ever received an allotment, or had signed an application for shares. The condition was not performed, and he was held not to be a contributory: (*Ex parte Harwood*, 20 L. T. Rep. N. S. 736. V.C.M.)

—C. signed an application for twenty shares, but neither paid nor authorised any other person to pay anything in respect of them. There was no proof of a letter of allotment having been forwarded, and he had paid no deposit. He also was held not to be a contributory: (*Ex parte Gull*, 20 L. T. Rep. N. S. 737. V.C.M.)

LIABILITIES OF RAILWAYS—NEGLIGENCE.—On the trial of an action for personal injuries sustained by the plaintiff through the negligence of the defendants, a railway company, the plaintiff proved that he went to the company's station to travel by their line; that, on making inquiries respecting the departure of the trains he was referred by a porter of the company to a time table suspended on a wall outside the station, and under a portico; that whilst examining the time table at the place pointed out a plank and a roll of zinc fell upon him, and looking up he saw a man's legs through a hole

in the roof. The judge having nonsuited the plaintiff on the ground that there was no evidence of negligence on the part of the defendants to go to the jury: Held, that the nonsuit was right: (*Welfare v. The London, Brighton, and South Coast Railway*, 20 L. T. Rep. N. S. 743. Q. B.)

MARITIME LAW

NOTES OF NEW DECISIONS.

SHIP—ARREST—REPAIRS—BAIL.—A vessel was arrested in an action *in rem*. Her release was ordered on bail being given to her value at the time of the arrest, although such value had been since increased by repairs: (*The St. Olaf*, 20 L. T. Rep. N. S. 759. Adm. Ct.)

INSURANCE—BOTTOMRY.—In the case of *Hirsch v. Davis*, tried at the Guildhall this week before the Lord Chief Justice and a jury, the court decided a point as to what amounts to concealment of a material fact in a policy of insurance. The defendants had granted a policy of insurance on a bottomry bond on the *Eugene Edmond*, at and from Swinemunde to Hartlepool, the ship being signed on the 1st Feb. 1867, and the policy delivered on the 5th. The ship, however, had sailed from Swinemunde on the 22nd Dec., and the contention for the defendant was that "at and from" in an insurance on a bottomry bond meant that the ship was then in good safety at the port where the risk was to commence. The Lord Chief Justice directed that if the jury thought it was material to be known to the underwriters that the ship was not at the port of departure they should find for the defendants; and as the jury did so their opinion may be inferred that the point was material. It appeared, though it did not affect the case, that the defendants knew all the facts before the policy was delivered, though not at the signing of the slip. This was according to the honourable understanding at Lloyd's, by which, when a slip is signed, a policy is given as a matter of course.—*Economist*.

MERCANTILE LAW.

NOTES OF NEW DECISIONS.

GUARANTEE, CONTINUING—FUTURE DEALINGS—CONSTRUCTION.—The defendant's nephew, W. Y., being desirous of dealing with the plaintiff on credit on a larger scale than he had hitherto done, and the plaintiff refusing to so deal with him without a guarantee, and agreeing if he had a guarantee to supply him with meat as he had done his father, the defendant gave this guarantee:—"50*l*. I, J. M., of —, will be answerable for fifty pounds that W. Y., of —, butcher, may buy of Mr. J. H., of —." (Signed) J. M.: Held, a continuing guarantee: (*Hefield v. Meadows*, 20 L. T. Rep. N. S. 746. Q. B.)

LAW STUDENTS' JOURNAL.

ANSWERS TO THE FINAL EXAMINATION QUESTIONS.

TRINITY TERM 1869.—SECOND DAY.

IV. PRELIMINARY.

Questions 36 to 40 inclusive.

V. EQUITY AND PRACTICE OF COURTS. (a)

41. *Evidence.*—If the cause be one in which issue is joined, either party may, within fourteen days after issue joined, apply by summons at chambers for an order that the evidence in chief as to any facts or issues (which are to be distinctly and concisely specified in the summons) may be taken *viva voce* at the hearing; and if the order is made then as to these facts and issues, no affidavit or evidence taken before an examiner will be admitted at the hearing. Subject to this, however, and the 11th of these rules, each party in a cause in which issue is joined may at his option verify his case either wholly or partially by affidavit, or by the oral examination of witnesses *ex parte* before an examiner: (Order 5th Feb. 1861, r. 3 and 4; Digest, 373, 5th edit.) Admission of documents may be asked for on notice to inspect and admit, and if the party is competent to make the admission, and refuses or neglects to do so, he will have to pay the costs of proof, unless the court certifies that the refusal to admit was reasonable: (See 21 & 22 Vict. c. 27, s. 7.)

42. *Evidence—Cross-examination.*—The evidence in chief (except that to be taken *viva voce* at the hearing) is to be closed within eight weeks after issue joined, unless this time be enlarged by special order: (Digest, 379, 5th edit.) A witness

(a) The questions are given *ante*, p. 188.

may be cross-examined on his affidavit or depositions. If issue is joined, the cross-examination takes place before the court; if issue is not joined, it is before an examiner. Notice must be given to the defendant to attend to be examined. And a fourteen days' notice must be given to the party whose witness has made an affidavit, &c., to produce him for the purpose of being cross-examined, and forty-eight hours' notice should be given the witness: (Smith's Pr. 622, *et seq.*, 7th edit; Digest, 374, 7th edit.)

43. *Bill of discovery.*—Every bill requiring an answer is, to a certain extent, a bill of discovery; but the species of bill usually so distinguished by this title is a bill for discovery of facts resting in the knowledge of the defendant, or of deeds, or writings, or other things in his custody or power, and seeking no relief in consequence of the discovery, and they were usually filed in aid of the jurisdiction of the courts of law, but now the Common Law Procedure Act 1854 (17 & 18 Vict. c. 125), has given to the courts of common law a power of compelling discovery on the application of either party, either of documents in their possession relating to the matter in dispute, or of facts in their knowledge, leave being first obtained: (ss. 50, 51; Digest 346, 347, 5th edit.)

44. *Bill to perpetuate testimony.*—A bill to perpetuate testimony is filed when the testimony of witnesses is in danger of being lost before the matter to which it relates can be made the subject of judicial investigation, a court of equity will lend its aid to preserve and perpetuate the testimony: (Ayck. Pr. 246, 7th edit.) The 5 & 6 Vict. c. 69, s. 1, enacts, that any person who would, under the circumstances alleged by him to exist, become entitled, upon the happening of any future event, to any honour, title, dignity, or office, or estate the right to which cannot by him be brought to trial before the happening of such event, may file a bill to perpetuate any testimony which may be material for establishing such right: (See Ayck. Pr. 247, 7th edit.; Digest 348, 349, 5th edit.)

45. *Married woman suing.*—A suit on behalf of the rights of a married woman is usually instituted by herself and her husband jointly. But if her interests are opposed to his, as if the suit is in respect of her separate estate, she sues by next friend: (Gold. Eq. 208, 209, 4th edit.; Ayck. Pr. 375, 7th edit.) The next friend must first, however, sign a written authority to the solicitor, to be filed with the bill (15 & 16 Vict. c. 86, s. 11); and he is liable for the costs of the suit: (Hinde v. Whitmore, 27 L. T. Rep. 53.)

46. *Mortgage debt.*—Where a person, after the 31st Dec. 1854, dies seised of or entitled to any mortgaged estate, and has not by his will or deed, &c., signified any contrary intention, the heir or devisee thereof is not entitled to have the mortgage money paid out of the personal estate. It is, however, provided that this enactment is not to affect any rights claimed under any deed, will, or other instrument made before the 1st Jan. 1855: (17 & 18 Vict. c. 113.) Before this Act the heir or devisee was, as a general rule, entitled to have the mortgage debt discharged out of the deceased's personal estate: (Will. R. P. 404, 7th edit.; Digest, 187, 5th edit.; and see further 30 & 31 Vict. c. 69.)

47. *Mortgage—Absolute conveyance—Evidence.*—If the instrument was originally intended as a security for money, even parol evidence will be admitted to show this, though it appears on its face to be an absolute conveyance; and it will in equity be regarded as a mortgage. And if it be shown that the consideration was grossly inadequate; if the grantee was not let into immediate possession, or if he accounted to the grantor for the rents; or if the cost of preparing the conveyance was borne by the grantor, each of these is sufficient to show that the conveyance was intended as a security: (Sm. Man. 290, 291, 8th edit.; Digest, 313, 5th edit.)

48. *Mortgagor not to account.*—So long as the mortgagor continues in possession by the permission of the mortgagee, he is entitled to take the rents and profits in his own right, without rendering any account whatever to the mortgagee, though the property be an insufficient security: (Sm. Man. 316, 7th edit.)

49. *Mortgages—Priority.*—When the legal mortgagee had notice of the equitable mortgage, at the time he advanced his money.

50. *Rights of surety.*—Until the 19 & 20 Vict. c. 97, the surety was only entitled to collateral securities held by the creditor, and not to the principal security, as that was said to be satisfied by payment of the debt by the surety: (Coyne v. Middleton, 1 T. & R. 229); by this Act, however, the surety so paying is entitled to every judgment, specialty, or other security held by the creditor in respect of such debt, whether it be or be not deemed at law to have been satisfied by payment of the debt, and the surety is entitled to stand in the place of the creditor: (sect. 5; Sm. Man. 350, 8th edit.)

51. *Rights of surety.*—At law, on the death of one surety, his representatives are discharged from liability, and the loss falls on the survivor, but in

equity the representatives of the deceased one remain liable. So at law, if one of three sureties become bankrupt, and another pays the whole amount, he can only recover a third part from the solvent surety, but in equity the solvent surety must contribute a moiety: (See *Dering v. Earl of Winchilsea*, T. L. C. Eq. 95, 96, in *notis*, 3rd edit.)

52. *Discharge of surety.*—If the creditor does any act, or omits to do any act of duty which he is required to do by the surety, or is bound to do, and that act or omission may prove injurious to the surety, or if the creditor enters into a binding stipulation with the debtor unknown to the surety and inconsistent with the terms of the original contract, the surety may set up such contract as a defence to any suit brought against him either at law or in equity: (Sm. Man. 82, 8th edit.)

53. *Law as to appropriation of payments.*—The debtor has the first right of appropriating the payment; but if he neglects to do so the creditor may appropriate it to which debt he pleases. It is not, however, essential that the debtor should make an express appropriation at the time of payment; if circumstances show an intention to appropriate to a particular debt the creditor is bound thereby. If neither party appropriates, the law will do so to the earlier items of account: (see Chit. Cont. 604, 609, 7th edit.; Sm. Man. 262, 8th edit.)

54. *Specific performance.*—Equity will not, as a rule, enforce specific performance of contracts relating to personal property; because damages obtained in an action at law would amount to a sufficient compensation. But if damages would not compensate the party, it is otherwise: (see Sm. Man. 222, 8th edit.)

55. *Cancellation of documents.*—Equity will frequently cancel or set aside, &c., documents which have answered the end for which they were created, or instruments which are in reality void and yet apparently valid on the ground *quod timet*; that is, for fear such instruments should be vexatiously used when the evidence to impeach them may be lost or diminished, or for fear that they may throw a cloud or suspicion over the plaintiff's title and interests: (See further, Sm. Man. 386, *et seq.*, 8th edit.)

ECCLIASTICAL LAW.

NOTES OF NEW DECISIONS.

CHURCHWARDENS—VESTRY—NOTICE—ECCLIASTICAL DISTRICT.—In an ecclesiastical district created by the Church Building Acts notice of a vestry meeting for the election of churchwardens was affixed to the church door on Good Friday, and the election took place on Easter Tuesday: Held, that this notice was sufficient, and that the 1st section of the 58 Geo. 3, c. 69 (Sturges Bourne's Act), which requires notice for a vestry meeting to be published three days previous to the Sunday after which it is to be held, is applicable only to ordinary parish vestries, and not to vestries of districts for ecclesiastical purposes: (*Reg. v. Barrow*, 20 L. T. Rep. N. S. 760. Lush and Hayes, JJ.)

COUNTY COURTS.

SKIPTON COUNTY COURT.

Thursday, June 17.

(Before W. T. S. DANIEL, Esq., Q.C., Judge.)

SIDGWICK v. THE YORKSHIRE MINING COMPANY (LIMITED).

Common land—Rights of mineral owners and surface owners—Exercise of lawful rights.

Shaw (instructed by George Robinson, Skipton) for the plaintiff.

Middleton (instructed by Butler and Smith, Leeds) for the defendants.

This case had been adjourned from 20th May last; and his Honour, in giving judgment, said:—This action was brought to recover the sum of 6l. 13s., as damages for the loss of four sheep, which had been drowned, as the plaintiff alleged, through the negligence of the defendants, under the following circumstances: The plaintiff is the tenant and occupier of a farm, formerly part of Appletreewick Common, the fee simple in the surface of which farm belongs to Mr. Chadwick. The defendants are the lessees of lead mines under lands formerly part of the same common, adjoining the plaintiff's, by virtue of a lease granted by Mr. Yorke, lord of the manor of Appletreewick, and the owner of the minerals under the whole of the said common. The lease to the defendants is for twenty-one years from the 7th May 1853; and since the lease, they have made across the lands of the plaintiff a watercourse, or a series of watercourses, for the purpose of diverting water from certain becks or gills in the plaintiff's lands, and conveying such water to the becks of the defendants on adjoining

lands, to be used by them for mining purposes. The entire watercourse extends a considerable distance (upwards of a mile) through the plaintiff's land, and varies in width and depth. It is open the whole distance, and necessarily interferes with the beneficial occupation of the surface, which is occupied for pasturage for sheep; and the sheep, the subject of the present action, had, while depasturing there, fallen into the watercourse at different parts and at different times, and been drowned. The watercourse has proved to be dangerous to sheep, and might have been made less dangerous without diminishing its usefulness to the defendants, if crossings which sheep might use had been made here and there. The defendants insisted that they were at liberty to make the watercourse for the purpose of their works as they thought proper, and that they were not liable for any damage that might result to the occupier of the lands from its being an open watercourse, and they insisted that their rights as mineral owners were in all respects paramount to the rights of the surface owners. By a private Inclosure Act (55 Geo. 3, c. 27, 1815), certain stinted pastures in Appletreewick, containing 1130 acres, nine acres of open field lands, and Appletreewick Moor or Common, containing 5200 acres, were authorised to be inclosed; and the Act recited that John Yorke, Esq., was lord of the manor of Appletreewick, and the Duke of Devonshire, Earl Craven, and various other persons, were owners of cattle gates in the stinted pastures, the open field lands, and also of messuages and cottages, and sites thereof, which were entitled to rights of common, on the said moor or common; and by sect. 17, such part of the moor or common as—quantity and quality, and situation considered—should be equal in value to one-sixteenth part thereof was to be allotted to the said John Yorke, as lord, as, and in lieu of, and in full recompense for his right to the ground and soil of the said stinted pastures, open fields, and the said moor or common; and by the 39th section it is provided that nothing in the Act contained shall be construed or adjudged to defeat, lessen, or prejudice the right, title, or interest of the said John Yorke, lord of the manor of Appletreewick, his heirs and assigns, or any future lord, &c., of, in, and to the minerals or metals (including lead) within or under the said stinted pastures, open field lands, moor or common, intended to be inclosed, or the signories, &c., of or incident to the said manor, but that the said John Yorke, as such lord, and all persons claiming under him as lord, and all future lords, &c., may thenceforth hold and enjoy all manorial rights (other than and except such right of soil as is by this Act meant and intended to be barred, destroyed, and extinguished), in as full, ample, and beneficial a manner, to all intents and purposes, as they could have held and enjoyed the same in case this Act had not been passed; and that the said John Yorke, and all future lords, &c., shall and may from time to time, and at all times hereafter, have, hold, work, and enjoy all mines, and minerals, and quarries within or under the said stinted pastures, open field lands, moor or common, intended to be enclosed, as well those not opened as those already opened, and to have, enjoy, and be vested with all convenient and necessary ways, way-leaves, and liberties of laying, making, and repairing waggon ways; and other ways, in, over, and along the same or any part thereof, and of searching for, draining, winning, and working the mines and quarries, and dressing, smelting, and leading and carrying away the metals and minerals (including lead) to be gotten thereout, or out of any other lands or grounds, and making pit shafts, &c., and dams, reservoirs of water, and water-courses, and taking, diverting and using springs, brooks, and other waters, erecting and using fire-engines, and other engines, smelt mills, and other mills, houses and other buildings, and all and any other matters and things now in use, or hereafter to be invented for the purposes aforesaid, or any of them, in upon, through, over or along the said stinted pastures, open field lands, moor or common, or any of them, or any part or parts thereof, and all other powers, privileges, and authorities, for all or any of the purposes aforesaid, without paying any damage, or making any compensation for the same, in the same manner as if this Act had not been passed." It was contended by Mr. Middleton, for the defendants, that the large and comprehensive terms of this clause empowered the lord to make the watercourse in question, it being a work convenient and necessary for working the portion of the mines demised to the defendants, and that he and the defendants, as his lessees, are by the Act expressly exempted from paying any damage or making any compensation for the same. In *Roberts v. Hinnis*, 6 Ell. & Bl. 643, affirmed in error, 7 Ell. & Bl. 625, and in *Wakefield v. Duke of Buccleuch*, L. Rep. 4 Eq. 613, it was held that in the case of inclosures made under private Acts similar to the present, the allottees of the surface take *prima facie* all the rights which belong to the owner of the surface when the

minerals beneath are the property of another. In each of these cases the mineral owner was expressly made liable to compensation for surface damages; in the present case he is expressly exempted. But that difference does not, in my opinion, affect the question to be determined here, which depends not upon the act which the lord or his assignee is authorised to do, nor so much upon the manner of doing it, but rather upon the liability for damage which may result from the act done. An act lawful in itself, and in intention innocent, may, however, involve a liability to compensate for injuries to person or property which are the consequences of that act. Thus, it is a lawful act for a mine owner to get his minerals from beneath the surface of another, but if afterwards injury results to the surface from the act of the mineral owner, the surface owner may, when such injury occurs, recover compensation for it from the mine owner; and such right takes effect from the time when the injury was sustained, and not from the time when the act causing the injury was done: (*Bonomi v. Backhouse*, Ell. Bl. & Ell. 655; 9 H. L. Cas. 503.) The liability rests upon the maxim, *sic utere ut non alterum non laedas*, which is not so much a prohibition against doing an act, as a recognition by law of a latent liability to answer for its consequences if injurious to another. It being thus established that the lawful character of the act does not relieve from the liability of answering for its consequences, if injurious, it is equally well established that when exemption from such liability is claimed, that exemption must be shown expressly, and not inferentially, or by mere implication, the cases of *Robotham v. Wilson*, 8 H. of L. Cas. 348, and *Dugdale v. Robertson*, 3 K. & J. 695, may be referred to as authorities in point. The question then arises, do the terms of the 39th section before referred to show that express exemption? This exemption is to be found, if anywhere, in the words "without paying any damage, or making any compensation for the same, in the same manner as if this Act had not been passed." Now, if the Act had not been passed, could the lord for mining purposes have used the surface in a manner which would have been injurious to the commoners in the rightful exercise of their rights of common? Could he, for instance, by mining beneath have let down the surface so as to have injuriously affected the common for commonable purposes? Could he have sunk pits or shafts, or made drains or reservoirs, and left them unfenced, so as to be dangerous to the commoners' cattle lawfully using the common? The answer, according to the authorities, must be that he could not, and the reason is, that so to act would be to derogate from his own grant. And it appears to me that the same limitation must be applied to the exercise of his rights as reserved by the Inclosure Act. Under this reservation, he may occupy and use the surface by sinking pits or shafts, erecting smelting houses, constructing dams or reservoirs, making watercourses, roads, or tramways, or erecting any other works on the surface, necessary or convenient for profitably working the minerals underlying any part of the manor, and that without paying any damage for the immediate injury to the surface, or making any compensation for its exclusive use or occupation; but if any of such works are so executed as to be dangerous to the use or occupation of the rest of the surface, as, for instance, if pits are unfenced, he is in law responsible for the damage thereby occasioned. In the present case, the evidence established the fact that the watercourse, as constructed, is dangerous to the surface as used, and properly used, for depasturing sheep, and the sheep for the loss of which damages are claimed, with an exception that I shall notice presently, were drowned in the watercourse, owing to the dangerous manner in which it was constructed. Therefore, I have assumed that the defendants, as lessees, have acquired by their lease all the rights of the lord. A question, however, was raised by Mr. Shaw, on behalf of the plaintiff, whether under the terms of the lease the defendants had acquired the right to make any watercourse except on the surface of the lands the minerals beneath which were leased to them; and as the plaintiff's lands were not part of these (the minerals under the plaintiff's lands having been leased with working powers to another company, the Grimwith Mining Company, for whose use the watercourse in question was not made or required), and he urged the defendants had not acquired the right to make the watercourse at all, and, therefore, were mere trespassers. By the terms of the lease, the lead mines, under a certain area described by metes and bounds, and a plan endorsed on the lease, are demised to the defendants for the purpose of working, with power to the defendants to divert any watercourse or watercourses, drains, levels, trenches, dams, or sluices, in or through the aforesaid mining ground or premises, or any part thereof, for (among other things) washing, cleaning, or dressing all such lead as may be got from and out of the said mines or works, and for which this watercourse was made, subject to a

proviso that the same should not unlawfully obstruct, hinder, or prejudice any other mines or works of the said John Yorke, his heirs or assigns, or any other person or persons working by his authority. There was no evidence that the watercourse created any such obstruction, hindrance, or prejudice; the only party to be affected by it was the Grimwith Mining Company, and some evidence was tendered of a licence by that company, but it was insufficient as evidence of a licence, and I held that any evidence of a licence was unnecessary. The terms of this express power to make a watercourse perhaps leave it doubtful whether upon that construction the power is not limited to a watercourse in or through the lands constituting the mining ground demised to the defendants, and including, of course, the surface; but I am satisfied, as a fact, that the power as exercised was necessary, or at least convenient, for the profitable working of the mines demised; and the lease, after the enumeration of the particular powers to be exercised, contains these words, "and to do all matters and things whatsoever (excepting washing, which has not been done) that may be necessary or requisite to be done for the working, getting, washing, and cleaning the lead ore, discovered, or to be discovered, in any part of the said mining ground." These words, as it appears to me, are large enough to include the power to do the act done, if the express terms in which the power is given should be considered insufficient. I therefore decide this case upon the general ground of the rights of the lord, treating them as vested by the lease in the defendants. Judgment will be entered for the plaintiff for 5l. 5s. I don't allow the plaintiff damages for the one sheep that was drowned in June 1866, this falling into the watercourse shortly after it had been washed, and while its fleece was heavy with water, as I consider it was negligence in the plaintiff not to take care of the sheep while in that condition. If the defendants wish to appeal, and require my consent, I give it. The case involves an important question of right, affecting an extensive district, and large and valuable interests of many persons.

BANKRUPTCY LAW.

LIVERPOOL BANKRUPTCY COURT.

Monday, June 28.

(Before Mr. Commissioner THRING.)

Re EDWARD BENN.

Proof of debt—Distinct trades—Partnership debt allowed to be proved against an individual partner.

Where two partners carried on business at Bahia, and one of them, who carried on a distinct trade in England, dissolves partnership, and succeeds to the joint business:

Held, on his bankruptcy, that the proofs of debt by the creditors of the partnership were admissible against his estate.

This was a meeting for declaration of dividend.

Gill and Martin (solicitors) tendered proofs of debt on behalf of creditors of the firm in Bahia, consisting of the bankrupt and his late partner.

Lockett, for the assignees, objected to their admission for several reasons, and more particularly on the ground that it was inequitable to allow the creditors of the firm at Bahia to come into competition with those of the individual partner who carried on a distinct trade in England.

His HONOUR, who had reserved his judgment, said:—Two proofs of debt have been tendered by Mr. Gill against the estate of this bankrupt. The one on behalf of William Collier for 249l. 14s. 6d., money had and received by the bankrupt for the use of the claimant, the other on behalf of Messrs. Johnston, Comber, and Co., for 657l. 13s. 11d., goods sold and delivered to Benn and Co. In the former case a bill of exchange for the amount, dated Bahia, Jan. 27, 1869, had been drawn on the bankrupt by H. C. Wells, *per pro* Benn and Co. In the latter a bill had been drawn in a similar manner, dated Bahia, Feb. 26, 1869. Both bills were presented for acceptance to the bankrupt, but refused in consequence of his having been adjudicated bankrupt on Feb. 25, 1869. The facts are as follows.—In 1868 Edward Benn, the bankrupt, carried on business at Bahia in partnership with his son, Arthur Benn, under the title of Benn and Co. During the same period he carried on business as a merchant in Liverpool in his own name only. The firms at Bahia and Liverpool respectively carried on separate and distinct trades. The partnership at Bahia was dissolved on Dec. 31, 1868, by an arrangement between Benn and his son, under which Benn the son retired from the firm, and Benn the father undertook to discharge all debts, liabilities, and responsibilities whatever of Benn and Co. The notice and terms of dissolution were duly advertised three times in the Bahia papers according to the custom of Brazil, and Edward Benn, the bankrupt, appointed H. C. Wells as his manager to conduct and wind up the business of Benn and Co., at Bahia. Mr.

Lockett contended that Collier's proof was only admissible under sect. 152 of the Bankruptcy Act 1861, and Johnston's proof must be rejected on the authority of the numerous cases relating to double proof. I am of opinion that there is no ground for such a contention. Both proofs stand on the same basis. On the retirement of Arthur Benn from the partnership in Dec. 1868, the property at Bahia was no longer the joint property of the two partners, but was converted into the separate property of Edward Benn, the bankrupt, and all his creditors are entitled to an equal distribution of his assets. Both proofs will, therefore, be admitted to rank against the estate of the bankrupt.

JOINT NOTES.—The words—"We jointly and severally, and any two of us jointly promise to pay"—used in a promissory note, have been held by the commissioner in bankruptcy sufficient to enable the holders of the note to prove against the separate estate of the three parties who signed it, against the joint estate of the three, and against a partnership consisting of two of them. The dispute was one of the numerous ones which have arisen out of the litigation of Peto, Betts, and Crampton; and the interest in the litigation arose from the attempt of the noteholders to prove against the joint estate of Peto and Betts. This they were entitled to do under the phrase "any two of us jointly," which was however absolutely essential for the purpose. In a liquidation in Chancery the double proof would have been allowed in any case but the rule in bankruptcy, as we have explained on a former occasion, is different and less reasonable. The commissioner seems to have been troubled a good deal before coming to a conclusion about the meaning of "any two of us." It was suggested that this only meant a right of selection against one out of the possible combinations of two among the three signers, in which case the clause would be void for vagueness. But the common practice of conveyancers, as well as the authority of Dr. Latham, set his doubts at rest, and the ingenuity of the drawers of the note was rewarded. The form may be still more useful where there are more signatures than three—the words then being "any two, any three, any four, &c., of us jointly," which would cover all possible combinations. But it would be better to abolish altogether the absolute rules against double proof.—*Economist*.

CORRESPONDENCE OF THE PROFESSION.

[NOTE.—This department of the LAW TIMES being open to free discussion on all professional topics, the Editor is not responsible for any opinions or statements contained in it.]

COUNTY COURT RULES AND ORDERS 1867—MERCANTILE LAW AMENDMENT ACT.—By the Mercantile Law Amendment Act (19 & 20 Vict. c. 97), s. 5, any person who, being a surety, &c. for a debtor, shall pay such debt, &c., shall be entitled to have assigned to him, or to a trustee for him, every judgment, specialty or other security which shall be held by the creditor in respect of such debt, &c. This section is understandable as to judgments in the Superior Courts, but does it extend to the County Courts? 201 of the County Court Rules and Orders 1867 states that, "execution on a judgment may issue on behalf of any person not a party to the suit by leave of the registrar upon proof of title to the benefit of the judgment, and upon substitution of the name of the new plaintiff, together with a statement of his derivative title for that of the original plaintiff, and the registrar shall give notice of such substitution to the defendant by post, and execution shall not issue upon the judgment until the expiration of six clear days after the posting of the notice." I became surety for B. Judgment was obtained against both of us in the County Court, and I had to pay the whole amount. Coupling the sect. 5 with the rule 201, I applied to the registrar to have the judgment assigned to me, upon my affidavit setting forth the facts that I was surety only, and paid the amount as such. The registrar is of opinion, first, that the Mercantile Law Amendment Act does not apply to County Courts; secondly, that being a party to the suit, I was not entitled to have the benefit of the judgment assigned to me as surety; that the rule applied only to a purchaser of the judgment-debt, or to assignees or other representatives of the original plaintiff. I shall feel obliged if some of your correspondents will give me their practical views and experience in cases like this. D.

MARAVILLA COCOA FOR BREAKFAST.—The cocoa (or cacao) of Maravilla is the true Theobroma of Linnaeus.—The Globe says: "Taylor Brothers' Maravilla Cocoa has achieved a thorough success, and has superseded every other cocoa in the market. For homeopaths and invalids we could not recommend a more agreeable or valuable beverage." Sold in packets only, by all grocers.

NOTES AND QUERIES ON
POINTS OF PRACTICE.

[N.B.—None are inserted unless the name and address of the writers are sent, not necessarily for publication, but as a guarantee for bona fides.]

Queries.

49. MORTGAGE.—A. having advanced B. a sum of money on mortgage of his property, went to America taking the title-deeds of the property, including the mortgage-deed, with him, and died in America. His widow took out letters of administration in America, and she and the eldest son have now returned to England and require payment of principal and interest, and have joined in selling the property, but refuse to take out letters of administration to the mortgagee in England, contending that the mortgage-deed being in America when the mortgagee died, the money was personal estate in America and not in England where the land is. I shall be obliged if some of your experienced readers would give me their opinion as to whether an English administration is wanted, and the best course to pursue on behalf of a purchaser.

W. H. Z.

50. COPYHOLDS.—STATUTE OF LIMITATIONS.—Under an Inclosure Act and award thereupon, made more than forty years since, a common was divided amongst copyholders in respect of their ancient lands being copyhold. In the case in question some of the allottees (their allotments having been very small) have never been admitted in respect of their allotments, and there are no tenants in respect thereof on the roll. One person has been and continues in possession of the lands, which, according to the plan attached to the award, represent the spot whereon these allotments had been made, but no fences now exist (as represented on the award plan) for upwards of forty years. The question is, would a possessory title of twenty or forty years out the claims of the lord, and without his intervention enable the owner in possession to convey to a purchaser? Could a title be given by aid of the Statute of Limitations? *Jones v. Jones*, 16 L. J. Ex. 299, seems so far in point, but does not touch upon the ouster of the lord's rights. Note, the person in question is dead, and is now represented by his devisees; it is not known how he originally got into possession. In what way could the present owners least expensively convey to purchaser?

A. B. C.

51. INVESTMENT.—VICAR TRUSTEE.—Can you or any of your readers inform me whether money left by will to the vicar of a parish for charitable purposes can be invested in the name of the vicar for the time being of such parish, so that it may appear that the money belongs to him in his *ex officio* character of vicar, and not to him in his private capacity? SUBSCRIBER.

52. ISSUE OF MY BODY.—WILL.—Observing among your correspondence of last week several opinions as to the legal effect of the word "issue" in construing gifts of personal estate, I should be much obliged to any correspondent who would tell me the effect of a devise of real estate contained in a will before the year 1838. To the use of "the issue of my body" following a limitation to my eldest son for life, with remainder to his first and other sons in tail male. Do the issue take for life in tail, or in fee? In several according to the ordinary rules of descent, or in common or joint tenancy, and in the latter case would males and females take together, and children with or without parents living either *per stirpes* or *per capita*, and would the class of takers be ascertained at the death of the testator, or not until the failure of the preceding limitations in tail. S. B. E.

53. PAPERS OF A DECEASED ATTORNEY.—To whom belong the drafts of deeds and other documents, whether to the client or the attorney who prepared them? A. (an attorney) gets from a deceased attorney's office drafts of deeds prepared by the deceased for his clients. B. (another attorney) asks A. by letter if he has certain of these drafts, which B. says are wanted as secondary evidence in an action, and if A. has them, B. says he will serve him with a *duces tecum* to produce same. Ought A., who is not the attorney in any way in the action, to admit that he has them? And when served with a *duces tecum* has he any privilege to claim for not producing them in court? It would be difficult and almost impossible without time (within which process to produce might be served) to find out the respective clients or their legal representatives, if handing over the documents in question to them should be advised. What ought A. to do and at same time treat B. with courtesy?

A. B. C.

54. WILL.—PROOF.—Would any of your numerous readers inform me whether it is necessary to prove a will and codicil where real property is devised by A. to B., and afterwards A. executes a codicil to his will whereby he revokes all his former devises in his will except the devise to B?

J. H.

Answers.

(Q. 30.) APPRENTICESHIP.—I am obliged by "G. J.'s" remarks upon my answer to this query, and I have carefully reconsidered the subject, but cannot alter the opinion I before expressed. It is expressly stated in the Act, sect. 2, that the term "employed" shall include an "apprentice or other person, whether under the age of twenty years, or above that age, who has entered into a contract of service with any employer, and the words 'contract of service' shall include any contract, whether in writing or by parol, to serve for any period of time, or to execute any work, and any indenture or contract of apprenticeship, whether such contract or indenture was executed before or after the passing of this Act."

W. H. F.

(Q. 35.) MORTGAGE.—POWER OF SALE.—A sale made in exercise of an express power must be strictly in accordance with its terms. For instance, a sale would be set aside if it was by private contract when the power is confined to a sale by public auction; but not so for neg-

lect or irregularity when there is a proviso indemnifying purchasers. I would refer "P." to Fisher's Law of Mortgages, and especially p. 501 of vol. 1, 2nd edit.

R. H.

(Q. 41.) MARRIED WOMAN.—REAL PROPERTY.—I think the answer of "W. H. F." is not correct. The child may possibly be entitled to bear the name of the second husband, but I am of opinion that she would legally be considered as the child of the first husband, and entitled to share as parcer with the other daughter. Blackstone lays it down (citing Co. Litt. 8), that, if a man dies and his widow soon after marries again, and a child is born within such a time as that, by the course of nature, it might have been the child of either husband, in this case he is said to be more than ordinarily legitimate; for he may, when he arrives to years of discretion, choose which of the fathers he pleases: (1 Bl. Com. 456.) But Justice Coleridge adds, "Brooke," says Mr. Hargrave, "In his note on the passage cited, questions this doctrine, from which it seems as if he thought it reasonable that the circumstance of the case instead of the choice of the issue should determine who is the father." Now, in the case stated, it appears that the child being born about a month after the second marriage, could not, in the course of nature, have been the child of the second husband, and consequently must be legally regarded as the child of the first whichever of the two authorities is correct? The act of the mother cannot disinherit the child. E. H. B.

(Q. 44.) APPOINTMENT OF NEW TRUSTEES.—EXERCISE OF POWER.—Presuming that the deed appointing D. as a trustee in the stead of B. was properly drawn and executed, there can be no doubt that such appointment was a valid execution of the power contained in the will, and that the legal estate is effectually vested in D., who has therefore a good right and full power to sell, if such was the nature of the trusts declared by the testator.

W. H. F.

—Quoting from "Umlin's Office of Trustee," the question how far the appointment of more or fewer trustees than the original number will be supported? is not capable of an easy answer. It may, perhaps, be broadly stated that unless there be some expression in the power, showing that an increase or diminution in the number was contemplated, the same number ought to be continued. It is certain that the court will not approve of trust property, which was originally vested in two trustees, being placed within the power of a single trustee: (*Hulme v. Hulme*, 2 My. & K. 682) "The court never commits a trust to the care of a single trustee" (Lord Romilly, M.R., 35 Beav. 19); and, generally speaking, it may also be assumed that one vacancy cannot, with propriety, be supplied by more than one trustee. On carefully weighing the language of the power in the case submitted by "Querist," it seems clear, to my mind, that such power contains words showing that an increase or diminution in the number of trustees was contemplated, and this being so, the power was in that respect rightly exercised by B.'s appointing but one trustee. But the chief question seems to be whether B., as a retiring trustee, could exercise a power conferred upon the surviving or continuing trustee. Lord Romilly, in the case of *Stone v. Routon*, 17 Beav. 308, 1 Eq. R. 427, held that a power conferred upon surviving or continuing trustees or trustee, could not be exercised by trustees who were retiring. Yet, in a case before the late Vice-Chancellor Parker, two trustees had been appointed by a will but only one of them survived the testator, and afterwards this surviving trustee disclaimed the trust, but by the same deed exercised a power given to him by the will of appointing new trustees, and the appointment was upheld: (*Hadley v. Hadley*, 5 De G. & S. 67.) And in a late case the survivor of four trustees being desirous of quitting the trust, was held to be authorised in appointing four new trustees under the words of the power: (*Camoys v. Best*, 19 Beav. 414. On both points I am inclined to think that the power has been rightly exercised, and that if the trust property has been duly conveyed and assigned to and vested in the new trustee, he alone has a good and unimpeachable right and title to, and full power to sell and convey such trust property.

J. P.

(Q. 46.) LEGACY DUTIES.—REAL ESTATE DIRECTED TO BE SOLD.—This residuary return will be very simple. All that is now requisite to be done is to get the realty valued, and insert such value in the account (annexing valuation in the usual way). When the widow dies an amended return must be made, and if the realty has not been then disposed of, and has altered in value, such new value must be stated in the account. It being a rule that legacy duty should be paid on the value of both real and personal estate, unconverted, as it stands at the time the account is rendered. If the value at the widow's death remains or happens to be same as when the first return is made, all that will be necessary to be done will be to deal with the amount of residue only, as shown in such first return, deducting therefrom any legacies which may be then payable, and also the additional executorship expenses consequent on the management and winding-up of the estate. J. F.

—I must admit that I cannot quite understand this query, why, under the circumstances, legacy duty should be demanded; but I would mention for "Lex's" guidance that where real estate was given to trustees upon trust to be sold, and the profits to be deemed part of the residue of the testator's estate, or go in aid, if necessary, of the rest of his property in discharge of the pecuniary legacy given by his will, it was held that such bequest was liable to legacy duty, although the trustee did not convert it into money, and the residuary legatee took the property *in statu quo*: (*Attorney-General v. Holford*, 1 Price 426; see also 16 & 17 Vict. c. 51, ss. 21, 22, 29.)

W. H. F.

(Q. 47.) COUNTY COURT.—BILL OF EXCHANGE.—SUMMONS.—If the Bill be in the hands of the creditor over due and dishonoured, he has his remedy either on the bill, or the original debt. He can therefore, upon the proper affidavit, enter a plaint and obtain a special summons under sect. 2 of the 30 & 31 Vict. c. 142, for the value of the goods sold, provided they were sold to the defendant to be dealt with in the way of trade. I am not aware of any rule authorising the registrar to demand

a duplicate of the above affidavit, but as it is so very short it is not a matter of much consequence.

W. H. F.

(Q. 48.) LEGACY DUTY.—CONTINGENT LEGACY.—A legacy given subject to any contingency which may defeat the gift is nevertheless to be charged with duty as an absolute bequest, and the duty is to be paid out of the capital of such legacy; and should the contingency afterwards happen, and the legacy go to one liable to a higher rate of duty, such legatee is to pay the difference, 36 Geo. 3, c. 52, s. 17. The executor will, of course, not pay over the legacy itself unless he receives a sufficient security from the party to protect himself against any future contingent demand that may arise. See *Simmons v. Bolland*, 3 Mer. 547, and *Allnutt's Practice*, 4th edit. p. 362.

W. H. F.

LAW SOCIETIES.

LAW ASSOCIATION.

FOR THE BENEFIT OF WIDOWS AND FAMILIES OF PROFESSIONAL MEN IN THE METROPOLIS AND VICINITY.

At the usual monthly meeting, held at the hall of the Incorporated Law Society on Thursday, the 3rd June, the following directors being present:—Mr. Desborough (chairman), Mr. Harding, Mr. Burges, Mr. Carpenter, Mr. Collisson, Mr. Gresham, Mr. Kelly, Mr. Roberts, Mr. Sawtell, Mr. S. Smith, and Mr. Tylee, and Mr. Boodle (secretary), grants to the widows and families of members amounting to 1235*l.*, and grants to the widows and families of non-members amounting to 95*l.*, were renewed for the current year, and several donations to non-members' cases were made; and at the usual monthly meeting, held at the same place on Thursday, the 1st inst., the following directors being present:—Mr. Desborough (chairman), Mr. Harding, Mr. Burges, Mr. Carpenter, Mr. Collisson, Mr. Clabon, Mr. Hedger, Mr. Kelly, Mr. Lowe, Mr. S. Smith, and Mr. Whyte, and Mr. Boodle (secretary), a donation was made to the necessitous widow and children of a non-member, and a legacy of 200*l.* from the late Mrs. Martha Elizabeth Clark, the widow of a member, was announced.

SOLICITORS' BENEVOLENT ASSOCIATION.

The usual monthly meeting of the board of directors of the Solicitors' Benevolent Association was held at the Law Institution, Chancery-lane, London, on Wednesday last, the 7th inst., William Strickland Cookson, Esq., in the chair. The following directors were also present: Messrs. Benham, Harrison, Monckton, Park Nelson, Rickman, Shaen, Smith, and Torr (Mr. Eiffe, secretary).

A grant of 50*l.* was voted to the widow of a lately deceased director and life member of the association, and a sum of 35*l.* was applied in smaller grants to the relief of four necessitous non-members' cases. A communication was read from the executors of the late Mrs. Martha Elizabeth Clark, of Addison-road, Kensington, announcing the bequest of a legacy of 200*l.* to the society by that lady (subject to legacy duty). Three new life, and thirty-six new annual members were elected.

A statement was submitted, showing the results of the late anniversary festival, presided over by Lord Justice Selwyn, to have been a net gain to the society's funds of 528*l.*, after the payment of all expenses, and an accession of 103 new subscribers to the list of members. Cordial votes of thanks were passed to his Lordship, and to those members of the Bar who became benefactors of the society at the festival.

LAW STUDENTS' DEBATING SOCIETY.

The annual meeting of this society was held at the Law Institution, Chancery-lane, on Tuesday evening last, Mr. Widdows in the chair, and it being the last meeting of the season, there was an unusually large attendance of members.

The annual report by the committee of the proceedings of the society during the past year was read to the meeting, and the following gentlemen were elected as the officers for the ensuing year:—Mr. W. H. Herbert, treasurer; Mr. Leslie Hunter, secretary. As members of the committee: Messrs. Thomas Widdows, Edgar C. Harvie, R. Freer Anstie, T. R. Hargreaves, and J. S. Hepburn. As auditors: Messrs. W. C. Galloway, and G. W. Byrne.

Votes of thanks were tendered to Messrs. G. S. Warrington and C. H. Turner on their retirement from office.

Subjoined is a copy of the report of the committee:—
"To the Members of the Law Students' Debating Society."

"Gentlemen,—In accordance with the rules of your society, we now beg to lay before you our report of the proceedings of the society during the session which is now about to close.

"The session has comprised 32 meetings, at which 19 legal and 11 jurisprudential questions have been discussed.

"Twenty-nine members have been elected, and

10 members have resigned during the session. There are now upon the roll of the society 169 members, a larger number than has ever before been recorded. The net increase in the number of members for the year is 19, and your committee have much pleasure in congratulating the society upon this very satisfactory feature.

"The average number of members attending the meetings has been 26, the highest attendance being 33, and the lowest 16. The average number of speakers has been 10, and of voters 14, of whom 12 voted in person, and 2 by the register of votes. The average length of the debates has been about two hours.

"Your committee have held 8 meetings during the session, and have carefully considered 39 legal questions, of which 21 have been approved for debate.

"A vacancy having occurred in your committee by the resignation of Mr. Montagu, Mr. C. H. Turner was elected in his place.

"During the past session no alterations have been made in the society's rules, a reprint of which has been issued.

"An arrangement has been entered into with the Liverpool Law Students' Debating Society for the mutual transmission of question papers, reports, &c., whereby it is hoped that the influence and operations of your society will be much extended.

"Your society, by resolution of the 18th May last, approved of the Carey-street site for the erection of the proposed new law courts and offices, and directed your committee to prepare and arrange for the presentation of a petition to Parliament in favour thereof.

"In pursuance of such direction a petition has been settled and signed by your committee, and forwarded for presentation.

"The Incorporated Law Society have extended their assistance to your society, by permitting the use of text-books and a larger number of reports than heretofore by your members, during debates on legal questions.

"Your committee would call your attention to the honours achieved by present and former members of the society, since the date of the last report, and think that these successes are a subject of more than ordinary congratulation, and call for special mention.

"Mr. E. H. Turner was awarded an Exhibition in Common Law at the July Examination, by the Inns of Court, held in Trinity Term 1868.

"Mr. C. M. Warmington obtained the Studentship awarded by the Council of Legal Education, in Michaelmas Term 1868.

"Mr. G. S. Green was called to the Bar by the Honourable Society of Lincoln's-inn in Hilary Term last; Mr. Green was Exhibitor at the General Examination by the Inns of Court in Trinity Term 1868.

"Mr. W. H. Lloyd was called to the Bar by the Honourable Society of Lincoln's-inn in Trinity Term last.

"Mr. John Roberts obtained the prize of the Honourable Society of Clifford's-inn at the final examination of articled clerks, held in Michaelmas Term 1868.

"Mr. E. W. Beal B.A., was awarded a prize of the Incorporated Law Society at the like final examination, held in Hilary Term 1869.

"Messrs. H. W. Bosworth and M. P. Jones also at a like examination, held in Trinity Term last, obtained honorary distinction.

"In conclusion, your committee beg to be allowed to congratulate you upon the satisfactory position your society has attained.

"We are, Gentlemen, your obedient servants,

EDGAR C. HARVEY, Treasurer.

B. FREER AUSTIN, LESLIE TURNER, CHARLES H. TURNER, THOMAS WIDDOWS, GEO. S. WARMINGTON, Members of Committee.

W. H. HERBERT, Honorary Secretary.

"Law Institution, 6th July 1869."

LORD STANLEY ON POSTHUMOUS DISPOSITIONS OF PROPERTY.—Lord Stanley presided over a meeting held in the rooms of the Society of Arts, the object of the meeting being to discuss a paper on the above subject, contributed and read by Mr. Arthur Hobhouse, Q.C. His Lordship said he should agree there had been much abuse in the management of public charities; that they should have the power of reforming abuses; that they had hitherto manifested too scrupulous an adherence to the dictates of the founders of these charities. He did not think anyone would contend there was not a right inherent in the State to interfere in the government of a charity whose objects had been abused. There was a wide difference between saying the State could have control over the property, and also could interfere where it was not necessary. The fact that a man desired to leave his property to any special object was a very natural wish. The state ought to assert its power by sweeping away all charities which had failed in their object. The State should also interfere in

the matter of obsolete endowments, as, for instance, in the case of the fund for the rescue of Algerine prisoners. The State should decide that no one should be permitted to make a bequest capable of remaining in a permanent state. He would suggest that persons should invest their money in Government funds rather than private ones.

PROMOTIONS & APPOINTMENTS

The Lord Chancellor has been pleased to appoint Mr. William Mann Trollope, of 31, Abingdon-street Westminster, to be a London Commissioner to Administer Oaths in the High Court of Chancery.

THE GAZETTES.

Professional Partnership Dissolved.

Gazette, June 29.

HAYES, WILLIAM, and WRIGHT, ARTHUR, attorneys and solicitors, Halesowen and Oldbury. June 24.
HORSLEY, WILLIAM, and HORSLEY, WILLIAM, jun., attorneys and solicitors, Gresham-buildings, Basinghall-st. June 24.

Bankrupts.

To surrender at the Bankruptcy Court, Basinghall-street.

Gazette, July 2.

BALL, WILLIAM, and RUSSELL, RICHARD, builders, Spa-rd, Berrondsey. Pet. June 28. Reg. Pepps. O. A. Graham. Sol. Peckham, Doctor's-commons. Sur. July 21.
BARNES, THOMAS, stonemason, Pellatt-rd, East Dulwich, and Prospect-pl, Peckham-rye. Pet. June 28. Reg. Pepps. O. A. Graham. Sol. Waring, Bond-st, Walbrook. Sur. July 21.
BARNETT, JOHN, victualler, Seven Sisters-rd, Holloway. Pet. June 28. O. A. Paget. Sol. Biddles, South-sq, Gray's-inn. Sur. July 14.
BECK, SAMUEL ISAAC, commission agent, Philis-bldgs, Houndsditch. Pet. June 30. Reg. Murray. O. A. Parkyns. Sol. Steadman, London-wall. Sur. July 20.
BEECHING, JOHN ANTHONY, butcher, Kingston-upon-Thames. Pet. June 29. Reg. Murray. O. A. Parkyns. Sol. Godfrey, Hatton-garden. Sur. July 12.
BURKE, WILLIAM EDMOND, advertising agent, Vincent-ter, Bellington. Pet. June 24. O. A. Paget. Sol. Payne, Bedford-row. Sur. July 12.
BURLY, ROBERT, furniture dealer, High-st, Stratford. Pet. June 30. O. A. Paget. Sol. Layton, jun., Navarino-cottages, Bow-rd. Sur. July 19.
COATES, JOSEPH ALFRED, victualler, Old King-st, Deptford. Pet. June 28. O. A. Paget. Sol. Godfrey, Hatton-garden. Sur. July 19.
COOPER, JOHN DANIEL, shopman to a tailor chandler, Guildford-st, Russell-sq. Pet. June 28. Reg. Pepps. O. A. Graham. Sol. Biddles, South-sq, Gray's-inn. Sur. July 21.
CORSENS, WILLIAM, journeyman draughtsman, Garnault-pl, Clerkenwell. Pet. June 28. Reg. Pepps. O. A. Graham. Sol. Rigby, Basinghall-st. Sur. July 21.
CROOKALL, FREDERICK GRIFFITH, warehouseman to a stuff merchant, Hawley-rd, Kentish-town. Pet. June 28. O. A. Paget. Sol. Biddles, South-sq, Gray's-inn. Sur. July 14.
DAY, WILLIAM, draper, Louth. Pet. June 28. O. A. Paget. Sol. Lewis, Munns, and Co., Old Jewry, and Shepherd, Luton. Sur. July 19.
DRUCE, GEORGE FREDERICK, attorney, Kennington Oval. Pet. June 28. O. A. Paget. Sol. Salaman, St. Swithin-la. Sur. July 12.
DUNHAM, JAMES, commission agent, Grant Tower-st. Pet. June 28. Reg. Brougham. O. A. Paget. Sol. Biddles, South-sq, Gray's-inn. Sur. July 12.
DUNSTON, WILLIAM, brass founder, Brighton. Pet. June 28. O. A. Paget. Sol. G. and W. Webb, Austin-friars. Sur. July 14.
EGALTON, BENJAMIN WILLIAM, beerhouse-keeper, Brunswick-st, Blackwall. Pet. June 29. Reg. Murray. O. A. Parkyns. Sol. Watson, Basinghall-st. Sur. July 20.
FROST, HENRY SMITH, engineer, St. Martin's-la. Pet. June 28. Reg. Murray. O. A. Parkyns. Sol. Davis and Barnard, Gresham-bldgs, Basinghall-st. Sur. July 12.
FULLAGER, ALBERT EDWARD BLACKMORE, painter, Carter-la, South-sq, Gray's-inn. Sur. July 21.
HENRY, DAVID JOSEPH, iron merchant, Gresham-house, Old Broad-st, and Kennington-gardens-sq, Bayswater. Pet. June 28. Reg. Pepps. O. A. Graham. Sol. Dobie, Gresham-st. Sur. July 23.
ITINGER, FREDERICK, out of business, Alpha-ter, Wandsworth. Pet. June 28. Reg. Murray. O. A. Parkyns. Sol. Long, Pittfield-st, Hoxton. Sur. July 12.
JOLLIFFE, JOHN, victualler, Southsea. Pet. June 22. Reg. Pepps. O. A. Graham. Sur. July 21.
KNOWLTON, CHARLES, clerk in an assurance office, Kennington-rd, Kennington. Pet. June 28. Reg. Brougham. O. A. Paget. Sol. Godfrey, Hatton-garden. Sur. July 14.
LEIGH, HENRY JAMES, draper, Allen-rd, Stoke Newington. Pet. June 28. O. A. Paget. Sol. Sole, Turner, and Co., Aldermanbury. Sur. July 21.
LEVY, JOSEPH JOHN, house decorator, Bloomfield-rd, Bow. Pet. June 30. O. A. Paget. Sol. Olive, Portsmouth-st, Lincoln's-inn-fields. Sur. July 19.
MORLEY, SAMUEL, builder, Radnor-st, Plaistow. Pet. June 28. Reg. Murray. O. A. Parkyns. Sol. Drake, Basinghall-st. Sur. July 12.
NATHAN, ISIDORE, shopman to a costumier, Castle-st, Leicester-sq. Pet. June 30. Reg. Murray. O. A. Parkyns. Sol. Biddles, South-sq, Gray's-inn. Sur. July 20.
NIXON, RICHARD WOOD, clerk in Somerset-house, Roundell-st, Wandsworth-rd. Pet. June 28. Reg. Brougham. O. A. Paget. Sol. Watson, Basinghall-st. Sur. July 14.
PECK, CHARLES, victualler, Poppins-st, Fleet-st. Pet. June 28. Reg. Murray. O. A. Parkyns. Sol. Angell, Guildhall-yd. Sur. July 12.
PHILLIPS, JOSEPH, gardener, Woolston. Pet. June 30. O. A. Paget. Sol. Stocken and Jupp, Leadenhall-st, and Blanchard, Southampton. Sur. July 19.
PROSSER, HENRY, wine merchant, Millbrook, near Southampton. Pet. June 22. Reg. Murray. O. A. Parkyns. Sur. July 20.
RENTON, SAMUEL THOMAS, general dealer, Rodney-rd, Walworth. Pet. June 29. Reg. Murray. O. A. Parkyns. Sol. Nash, Arlington-st, New North-rd. Sur. July 20.
ROOME, JOSEPH, watch jeweller, Mornington-crescent, Hampstead-rd. Pet. June 29. Reg. Pepps. O. A. Graham. Sol. Harrison, Basinghall-st. Sur. July 23.
SAMSON, EPHRAIM, and SAMSON, ISAAC, grocers, Globe-rd, Bethnal-green. Pet. June 28. Reg. Pepps. O. A. Graham. Sol. Rigby, Basinghall-st. Sur. July 21.
SIBLEY, CHARLES, traveller, High-st, Highgate. Pet. June 28. O. A. Paget. Sol. Thompson and Edwards, Doughty-st, Mecklenburgh-sq. Sur. July 14.
TAMKIN, GEORGE, wheelwright, Battings-pl, Peckham. Pet. June 29. Reg. Pepps. O. A. Graham. Sol. Harrison, Basinghall-st. Sur. July 23.
WATTS, STEPHEN, builder, Moffatt-rd, South Norwood. Pet. June 29. Reg. Murray. O. A. Parkyns. Sol. Armstrong, Old Jewry. Sur. July 20.
WILLMOTT, DEBORAH, widow, grocer, Neville-ter, Hornsey-rd. Pet. June 28. Reg. Pepps. O. A. Graham. Sol. May, Golden-sq. Sur. July 21.
To surrender in the Country.
ASHER, ALFRED, out of business, Nottingham. Pet. June 30. Reg. O. A. Patchett. Sol. Bell, Nottingham. Sur. July 14.
BAKER, ROBERT, wood turner, Birmingham. Pet. June 28. Reg. O. A. Guest. Sol. East, Birmingham. Sur. July 16.
BARROWS, JESSE, corn dealer, Birmingham. Pet. June 30. Reg. O. A. Guest. Sol. Free, Birmingham. Sur. July 16.
BETTINGSON, ROBERT, journeyman cabinet maker, Liskeard. Pet. June 30. Reg. O. A. Childs. Sol. Raby, Liskeard. Sur. July 17.

BONNARD, ROBERT, corn miller, Blaby Mills, near Rothington. Pet. July 1. O. A. Young. Sol. Mason, York. Sur. July 19.
BOWEN, SAMUEL, glass manufacturer, Naltes and Staded, trading under style of the Naltes and Staded Crown, Sheet, and Plate Glass Works. Pet. June 28. Reg. Wilde. O. A. Acraman. Sol. Fussell and Pritchard, Bristol. Sur. July 15.
BOWLY, EDWARD HERBERT, brewer, Clarendon, Clarendon-st, and Press and Inkup, Bristol. Sur. July 15.
BRAMALL, SAMUEL (not Bramall, as previously advertised), draper Manchester. Pet. June 18. Reg. O. A. Kay. Sur. July 7.
BRIGHT, GEORGE, beer-seller, Chancery-lane. Pet. June 28. Reg. O. A. Fester. Sol. Holloway, Redruth. Sur. July 14.
BROWN, TOM NAYLOR, coal merchant, Sheffield. Pet. July 1. Reg. O. A. Wake and Rodgers. Sol. Messrs. Binney, Sheffield. Sur. July 14.
CARPENTER, THOMAS, jun., journeyman pork butcher, Aston New-town, Birmingham. Pet. June 14. Reg. O. A. Guest. Sol. Parry, Birmingham. Sur. July 16.
CHARLESWORTH, ANN, victualler, Sheffield. Pet. June 28. Reg. O. A. Wake and Rodgers. Sol. Mickelthwait, Sheffield. Sur. July 16.
CHAFFIELD, EDWIN, journeyman watch maker, Forbrook. Pet. June 28. Reg. O. A. Daniel. Sol. Cowlishaw, Uttoxeter. Sur. July 16.
CLOUTING, BENJAMIN, dairyman, Whitthurch. Pet. June 21. Reg. O. A. Fester. Sol. Hollis, Winchester. Sur. July 15.
COLEY, RICHARD, glasscutter, Stourbridge. Pet. June 28. Reg. O. A. Hayward. Sol. Collis, Stourbridge. Sur. July 16.
CORICA, LUIGI, merchant, Liverpool. Pet. June 30. O. A. Turner. Sol. Lowndes and Co., Liverpool. Sur. July 16.
COSTER, JOHN RILEY, journeyman leather glider, Birmingham Court. Pet. June 28. Reg. O. A. Guest. Sol. Rookes Birmingham. Sur. July 16.
COWLING, WILLIAM, grocer, Blithden, in Kildwick. Pet. June 30. Reg. O. A. Asfield. Sol. Page, Sbaron. Sur. July 14.
CROOK, O. THOMAS, baker, Rochdale. Pet. June 30. Reg. Macne. O. A. McNeill. Sol. Molesworth and Marsh, Rochdale. Sur. July 15.
DAIN, WILLIAM, joiner, West Heath, near Congleton. Pet. June 28. Reg. Farrell. O. A. McNeill. Sol. Messrs. Heath, Manchester. Sur. July 15.
DAVIES, STEPHEN, innkeeper, Cefncoed-cymeran. Pet. June 28. Reg. O. A. Russell. Sol. Piers, Merthyr Tydfil. Sur. July 15.
ELSTON, EDWARD, thrashing-machine proprietor, Wobey. Pet. June 28. Reg. Tudor. O. A. Harris. Sol. Bell, Nottingham. Sur. July 30.
EMERY, RICHARD, miller, Felindre-mill, in Beyrlew. Pet. June 30. O. A. Turner. Sol. Dodge, Liverpool, for Jones, Walslop. Sur. July 16.
EVANS, JOHN, journeyman wire drawer, Birmingham. Pet. July 14. Reg. O. A. Guest. Sol. East, Birmingham. Sur. July 16.
FAWSETT, SAMUEL, fish and fruit salesman, Boston. Pet. June 28. Reg. O. A. Standland. Sol. York, Boston. Sur. July 14.
FERGUSON, JOHN, commission agent, Manchester. Pet. June 28. Reg. Farrell. O. A. McNeill. Sol. Storey, Manchester. Sur. July 14.
FERRIE, THOMAS BOY, clerk in holy orders, Gulesley. Pet. July 1. O. A. Young. Sol. Bond and Barwick, Leeds. Sur. July 19.
FLOWER, EDWARD, jeweller, Cheltenham. Pet. June 28. Reg. O. A. Acraman. Sol. Bockingham, Bristol. Sur. July 15.
FOSTER, DAVID, saddler, Barnham Broom. Pet. June 28. Reg. O. A. Feltham. Sol. Feltham, Hingham. Sur. July 16.
FOSTER, JOHN, cabinet maker, Doncaster. Pet. June 28. Reg. O. A. Shirley. Sol. Woodhouse, Doncaster. Sur. July 14.
GALLEN, CHARLES MICHAEL, painter, Dover. Pet. June 28. Reg. O. A. Greenhow. Sol. Minter, Dover. Sur. July 16.
GAY, JOHN, smith, Gwithian. Pet. June 22. Reg. O. A. Peter. Sol. Holloway, Redruth. Sur. July 14.
GOSWORTHY, ANN, tobacco-seller, Salford. Pet. June 16. Reg. O. A. Taylor. Sur. July 17.
GREATER, EDWIN, grocer, Burton-upon-Trent. Pet. June 28. Reg. Tudor. O. A. Kinners. Sol. Wilson, Burton-upon-Trent. Sur. July 16.
GREAR, ALFRED, commission agent, Huddersfield. Pet. June 28. Reg. O. A. Jones. Sol. Robinson, Huddersfield. Sur. July 15.
GRUMMIT, GEORGE, corn merchant, Hull. Pet. June 30. O. A. Young. Sol. Summers, Hull. Sur. July 14.
GWILLIAMS, JAMES, miller, Knightwick Mill, in Knightwick. Pet. June 28. Reg. Hill. O. A. Kinners. Sol. Tree, Worcester. Sur. July 14.
HALBERT, JAMES, printer, Oldham. Pet. June 18. Reg. Farrell. O. A. McNeill. Sur. July 13.
HALL, EDWARD, general dealer, Bourn. Pet. June 28. Reg. O. A. Lewis, Bourn. Sur. July 13.
HAYES, WILLIAM EDWARDS, journeyman packing case maker, Birmingham. Pet. June 15. Reg. O. A. Guest. Sol. East, Birmingham. Sur. July 16.
HERBERT, PATRICK PAUL, hairdresser, Brighton. Pet. June 28. Reg. O. A. Hulton. Sol. Gardner, Manchester. Sur. July 17.
HODGSON, GEORGE, journeyman brickmaker, Salford. Pet. June 28. Reg. O. A. Hulton. Sol. Gardner, Manchester. Sur. July 17.
HOPKINSON, JOHN, out of business, Hull. Pet. June 28. Reg. O. A. Phillips. Sol. Summers, Hull. Sur. July 14.
HORSLEY, JOHN, innkeeper, Liskeard. Pet. June 30. Reg. O. A. Childs. Sol. Raby, Liskeard. Sur. July 17.
HOYLE, THOMAS, rag dealer, West Vale, near Kildwick. Pet. June 19. Reg. O. A. Rankin. Sur. July 16.
HURLEY, JAMES, out of business, Greenhays, near Manchester. Pet. June 19. Reg. O. A. Dunn. Sol. Jones, Johnson and Tilly, Lancaster. Sur. July 16.
JACKSON, WILLIAM, oil merchant, Bootle, near Liverpool. Pet. June 28. O. A. Turner. Sol. Ely, Liverpool. Sur. July 14.
JONHON, THOMAS WILLIAM, coal agent, Latham. Pet. June 28. O. A. Turner. Sur. July 13.
KINSEY, DAVID FAYNE, clock maker, Newtown. Pet. June 28. Sol. James, Newtown. Sur. July 13.
LANCASTER, THOMAS, stonemason, Langley, near Wakefield. Pet. June 28. Reg. O. A. Waser. Sol. Jones, Leeds. Sur. July 20.
LAVIS, NATHAN, baker, Hull. Pet. June 28. O. A. Young. Sur. July 14.
LIEBER, CHRISTOPHER, tobacco-seller's assistant, Birmingham. Pet. June 28. Reg. O. A. Guest. Sol. Parry, Birmingham. Sur. July 16.
LODGE, PETER, weaver, Osett. Pet. June 30. Reg. O. A. Mason. Sol. Stringer, Osett. Sur. July 30.
LOMAS, JAMES, attorney, Manchester. Pet. June 18. Reg. O. A. Dunn. Sol. Jones and Tilly, Lancaster. Sur. July 14.
MAGNAN, JAMES, gardener, W. Thorn, in Halifax. Pet. June 28. Reg. O. A. Rankin. Sol. Storey, Halifax. Sur. July 16.
MOGILLEN, WILLIAM, draper, Newcastle. Pet. June 14. Reg. Gibson. O. A. Laidman. Sol. Hoyle, Shipley, and Hoyle, Newcastle. Sur. July 15.
MILLS, ISAAC, joiner, Egremont. Pet. June 28. Reg. O. A. Waser. Sol. Mason, Whitehaven. Sur. July 13.
NEALE, JAMES CARTER, pianoforte tuner, Peterborough. Pet. June 28. Reg. O. A. Geches. Sol. Law, Stamford. Sur. July 17.
NICHOLSON, THOMAS, coal factor, Workless, Manchester. Pet. June 15. Reg. O. A. Young. Sol. Bromhead and Wightman, Sheffield. Sur. July 20.
OFFICE, JOHN, corn dealer, East Retford. Pet. June 28. Reg. O. A. Newton. Sol. Benbow, East Retford. Sur. July 13.
PAGANO, ANGELO, commission agent, West Derby, near Liverpool. Pet. June 28. O. A. Turner. Sol. Bellringer, Liverpool. Sur. July 14.
PARKES, WILLIAM, manager to a machinist, Birmingham. Pet. June 14. Reg. O. A. Guest. Sol. Parry, Birmingham. Sur. July 16.
PARKES, WILLIAM WOOD, grocer, Bradford. Pet. June 30. O. A. Young. Sol. Simpson, Leeds. Sur. July 19.
PRENDER, WILLIAM, baker, Worcester. Pet. June 28. Reg. O. A. Crisp. Sol. Devereux, Worcester. Sur. July 18.
PRINCE, ANTONIO CARLO, watchmaker, Hove. Pet. June 18. Reg. O. A. Evered. Sur. July 15.
PUGH, WILLIAM, milliner, Leominster. Pet. June 28. Reg. Hill. O. A. Kinners. Sol. Rowlands, Birmingham. Sur. July 14.
PYBUS, HENRY, bottle merchant, Liverpool. Pet. June 14. Reg. O. A. Hine. Sol. Bellringer, Liverpool. Sur. July 15.
PYBUS, RICHARD, grocer, East Retford. Pet. June 28. Reg. O. A. Hine. Sol. Bellringer, Liverpool. Sur. July 15.
RICHARDSON, JOHN, warehouseman, Middlebrough. Pet. June 28. Reg. O. A. Crosby. Sol. Draper, Stockton. Sur. July 14.
RICHMOND, CHARLES, mariner, Manchester. Pet. June 17. Reg. Macne. O. A. McNeill. Sol. Wilson and Brown, Manchester. Sur. July 15.
ROBERTS, JOHN, builder, Penryn-dendraith, near Portsmouth. Pet. June 14. O. A. Turner. Sol. Evans and Lockett, Liverpool. Sur. July 14.
ROWLAND, EDWARD, grocer, Wolverston. Pet. June 28. Reg. O. A. Dudley. Sol. Thompson, Oxford. Sur. July 12.
SANDON, HENRY, coal miner, Alford, Northampton. Pet. June 28. Reg. O. A. Mason. Sol. Nicholson, Wakefield. Sur. July 17.
SCOTT, GEORGE, butcher, Manchester. Pet. June 28. Reg. O. A. Kay. Sol. Gardner, Manchester. Sur. Aug. 3.

DUNLOP, HUGH, tailor, Bishopswearmouth. June 9. *Is.* by two equal instalments, at 3 and 6 mos.
EDWARDS, JAMES STYANT, grocer, Dowdals. June 5. *7s. 6d.* by two equal instalments at 2 and 4 mos. Trusts, J. James, chemist D. Price, tailor merchant, Merthyry Tydfil, and G. W. Isaac, merchant, Bristol.
ELBECK, GEORGE, warehouseman, Milk-st. May 17. Trusts, T. Harding, Dutch-lair, J. Webber, Bread-st., and J. O. Wilson, Trumpet-st, agents.
FORSYTH, JOHN & CO., bakers, Southsea. June 8. Trust. H. Sheppard, provision-merch, Portsea.
GROUT, SOLOMON ALEXANDER, innkeeper, Woodbridge. June 9. Trusts. H. Edwards, widow, Woodbridge, and G. P. Salmon, distiller, Diestall-la, Cannock-shire.
GWILLIM, JOHN, cheesemonger, Hoxton-st. Hoxton. June 10. *2s. 6d.* on July 5
HIGGINS, GEORGE SULEY, grocer, Llanwarne. June 1. *13s. 4d.* by three instalments, —*5s.* on July 1, *5s.* on Nov. 1, 1869, and *3s. 4d.* on Dec. 1, 1870.
HOLLAND, JOSEPH, farmer, Worsley. June 3. Trust. G. Holland, collier, Worsley.
HORSFELD, THOMAS, taylor, Birmingham. June 3. Trust. S. R. Morke, merchant, Birmingham.
HURST, JOHN, cooper, Edgburston. June 21. *4s.* in 1 mo.
HUMPHREY, CHARLES JOHN, and EVANS, WALTER, draper, Leeds. June 5. Trusts, J. Goodyear, draper, R. Potter, manager, and J. Latchmore, warehouseman, all of Leeds.
HUNT, CHAS. JAMES, iron dealer, King's-rd, Chelsea. May 31. *5s.* by two equal instalments in 21 days and 3 mos.
KNIGHT, GEORGE, and KNIGHT, HENRY, coal merchants, St. Philip, and Jacob-without, Bristol. June 1. Trusts, R. Williams Eastington, and G. Williams, St. James's, Bristol, both coal merchants.
KERKHOFF, WILLIAM, glider, Birmingham. June 17. *5s.* by two equal instalments, on Sept. 17, and Dec. 17. Trust. J. B. Baldwin, paper manufacturer, King's Norton.
KEE, J. E. C., woolstacker, Bradford. June 3. *1s.* in 1 mo.
MATTHEWS, JOHN, grocer, Bowness. June 13. Trust. M. De Rome, auctioneer, Kendal.
MORGAN, WILLIAM HUGH, grocer, Mountain Ash. June 3. *5s. 6d.* by two equal instalments of *2s. 9d.* at 1 and 6 months.
NORTON, J. C., miller, Grosevoen-rd. June 8. *20s.* Trust. F. Debenham, silk mercer, Wigmore-st, Cavendish-sq.
PAINE, ROBERT ALNER, harness maker, Piddletown. June 17. *5s.* by two equal instalments, on Sept. 1 and Nov. 1,—secured.
PARSONS, ROBERT, cabinet-maker, Leeds. June 12. Trust. J. Mirfin, accountant, Leeds.
PATTERSON, GEORGE JOHN, cabinet maker, Battle. June 7. Trust. E. Wheeler, upholsterer, George's-row, City-rd., S. Hubbard and J. C. Smith, grocer, and J. Wells, gentleman, Battle.
PEARSON, JOHN, grocer, Wigorn. June 4. Trust. E. Pearson, grocer, Liverpool.
PERRY, FREDERICK, hosier, Oldham. June 9. Trust. J. Brown, manufacturer, Leicester.
PHILIPPS, JAMES MORRIS, master mariner, Spurstowe-rd. Hackney. June 23. *5s.—1s.*, *6d.* down, *1s.* in 12 mos, *1s.* in 18 mos, and *1s. 6d.* in 24 mos.
POND, WILHELMFORCE, grocer, High-st, Sevenoaks. June 10. Trust. J. Deane, senr, provision merchant, Bishopsgate-st without.
RHODES, JOHN, cooper, Walkley, in Sheffield. June 22. Trust. J. Hurst, tool maker, Sheffield.
RILEY, HENRY, and RILEY, HENRY, jun., tool manufacturers, Sheffield. May 22. Trusts, S. Locker, H. Bagshaw, steel manufactory, and Chas. Taylor, roller, all Sheffield.
SEAGER, WILLIAM BACON, general furniture dealer, New Kent-rd. June 24. Trust. R. Keith, accountant, Chancery-la.
SHAW, ROBERT, cloth merchant, Leeds. June 2. Trusts, D. Brook, manufacturer, Holmfirth, T. Etchells, cloth manufacturer, Wakefield, and Ottoburn, Wakeley, in Leeds.
SOMERS, LAWRENCE, timber merchant, Wilson-st, Finsbury. June 20. Trusts, W. Marshall, Old-st, and T. Langton, Church-st, timber merchants.
STANTON, JAMES, innkeeper, Manchester. June 8. Trust. F. Greenwood, brewer, Manchester.
STEPHENS, WILLIAM, boot dealer, Shrewsbury. June 12. Trusts. G. Parsons, boot manufacturer, Marefair, Northampton, and R. Pool, accountant, Shrewsbury.
STONE, J. AC., tailor, Rochester. June 15. *3s.* by two equal instalments, on registration and in 3 mos.
SUNDEHLAND, AMBROSE, grocer, Rochdale. June 7. Trust. F. Nicholson, accountant, Manchester.
TABLING, HENRY JAMES, assistant to a hay salesman, Victoria-st, Exeter. Baywater. June 15. *10s.* in 10 days.
THOMPSON, EDWIN, grocer, Westerham. June 2. *5s.* in 14 days.
TOWNER, WALTER, draper, Senford. June 7. Trust. J. Baggalay Love-la, Wood-st.
WALLACE, wine merchant, Edgware-rd. June 7. *2s. 6d.*
WALLIS, FRANCIS AND THOMPSON, RICHARD, corn factors, Scarborough. June 5. Trusts. C. Fern, banker's clerk, Scarborough, and R. Medforth, corn merchant, Bridlington.
WIGGETT, JOSEPH, fruiterer, Cross-st, Ilkington. June 10. *2s. 6d.* in 6 mos.
WILBERIE, GEORGE, straw plait dealer, Luton. June 7. Trusts. J. Bailey, farmer, Whipsnade, and C. Lenton, straw plait dealer, Clackville.
WITLEY, ALFRED, law stationer, Pulcrass-rd, Brixton. June 30. *2s.* by two equal instalments on Sept. 1 and Dec. 1.
WOOD, THOMAS, shoemaker, West Gorton. June 7. *2s. 4d.* by instalments of *1s. 4s.*, *1s.*, and *1s.* in 14 days, on Oct. 1, and April 1

Armitage, T. electric web manufacturer, first, 6s. Harris, Nottingham. — *Buttersby*, J. tailor, first, 7s. 6d. Carrick, Exeter. — *Denham*, A. merchant, second, 11s. Turner, Liverpool. — *Blakos*, T. innkeeper, first, 11s. Eaden, County Court, Cambridge. — *Randall*, G. G. builders, first, 2s. 6d. Eader, County Court, Cambridge. — *Clark*, E. builder, first, 3s. 6d. Acraman, Bristol. — *Dobson*, R. lighterman, first, 2s. 8d. Paget, London. — *Dwy*, J. bootmaker, first, 11d. Eaden, County Court, Cambridge. — *Evans*, W. G. land surveyor, first, 1s. 8d. Turner, Liverpool. — *Farmer*, late publican, second, 23d. (and 2s. 8d. to new profits). Paget, London. — *Gould*, D. attorney, first, 1s. 11d. Carrick, Exeter. — *Grumbridge*, G. draper, first, 1s. 11d. Burgess, London. — *Harris*, W. cabinet maker, first, 11s. Carrick, Exeter. — *James*, T. innkeeper, first, 4s. Turner, Liverpool. — *Kotze*, F. J. law student, first, 1s. 1d. Eaden, County Court, Cambridge. — *Lawson*, A. cotton dealer, first, 1s. 11d. Burgess, London. — *McCreary*, J. grocer, first, 9d. Eaden, County Court, Cambridge. — *McCreary*, J. grocer, first, 9d. Turner, Liverpool. — *Miller*, J. and *Miller*, R. F. shipbuilders, first, 1s. 9d. Acraman, Bristol. — *Nicholson*, G. tallow chandler, first, 5s. 11d. Burgess, London. — *Payet*, London. — *Robards*, W. house painter, first, 4s. 6d. Paget, London. — *Sprent*, W. lithographer, first, 1s. 6d. Carrick, Exeter. — *Towser*, B. of Southover, first, 2s. 23d. Burgess, London. — *Widdow*, J. draper, first, 2s. 4d. Turner, Liverpool. — *Widdow*, J. draper, first, 2s. 4d. Turner, Liverpool.

June 5. 3s. 6d. by three equal instalments, at 3, 6, and 9 mos., guaranteed. Trust. J. Boddington, writing clerk, Warwick.

BARNES, THOMAS, shoe manufacturer, Church-rd., Bethnal-green.

BARNES, THOMAS, E. Nipholson, agent, 25, Gresham-st.

BAYLIS EDENEZEKE ERSKINE, printer, Thyth-rd., Worcester.

June 12. 10s. by four instalments, at 3, 5, 6, 9, and 12 mos. Trust. D. Shaw, accountant, Worcester.

BERRIDGE, FREDERIC, schoolmaster, Epton-park, June 21. 1s. 6d. by 12 instalments of 3s. 6d. on Oct. 1, Feb. and June in each year, until Feb. 1, 1874, and 10d. on Oct. 1, May 1, 1874.

BLISS, GEORGE, farmer, Stoke Goldington, and WILLIAM, FALKNER, innkeeper, Blisworth. May 28. Trusts. W. J. Peirce, agent, 10, Abchurch-lane, London.

BRETT, WILLIAM, and BONNY, SACREDOTE, ullors, City-rd. June 14. 10s. by three instalments, of 3s. 3d. at 2, 5, and 7 mos from May 1,—secured.

BROOKE, ROBERT, ironmonger, Cheltenham. June 5. Trusts. J. W. Bart, ironfounder, F. G. Roberts, accountant, both Gloucester, and W. Carter, factor, Birmingham.

BUNN, THOMAS BEWICK, grocer, Newcastle. May 31. Trusts. T. Bow, agent, and R. Turnbull, agent, Newcastle.

BYRNE, WILLIAM, P. Phipps, agent, both Westmoreland, Paddington. May 31. 7s. 6d. by two instalments, of 5s. and 2s. 6d. at 1 and 3 mos.

CALVERT, JOHN, grocer, Blackburn. May 25. Trusts. J. Calvert, innkeeper, Enfield, and D. Grime, designer, Church.

CHAPMAN, JOHN, proprietor, Dronfield, and W. Lomas, general dealer, Chesterfield.

COTTEWELL, JOHN, grocer, Walsall. June 21. 8s. by two equal instalments, of 4s. each, on 1st and 15th of each month. Trusts. Walsall, G. Wilkinson, wholesale grocer, Birmingham, A. Cotterell (widow), and G. Cotterell, solicitor, both Walsall.

CHROMER, GEORGE, and WRIGHT, JOHN, commission agents, Liverpool. May 31. Trust. J. Thompson, commission agent, Liverpool.

DAVEY, JAMES, butcher, Ferdinand-st., Chalk Farm-rd. May 31. 2s. 6d. in 2 mos.

DAVIES, JOHN screw bolt manufacturer, Atherton. June 7. Trusts. J. Kears, agent, Bolton, and W. Hadfield, iron merchant's traveller, Manchester.

DAVIES, RICHARD, innkeeper, Peddarsford. May 27. Trust. T. Bather, miller, Masebury hall-mills, near Oswestry.

DEVILIN, HENRY TIDY, grocer, Hastings. May 27. Trusts. W. J. Peirce, agent, 10, Abchurch-lane, Whitechapel, and A. D. NEEDLE, wholesale grocer, Eastcheap.

REED, PAUL, attorney's clerk, Settle. Pet. July 2. Reg. &
 O. A. KINROSS, Sol. Robinson, Settle. Pet. July 14.
 RILEY, HENRY, out of business, Redditch. Pet. July 2. Reg.
 & O. A. KINROSS, Sol. Richards, Redditch; and James
 and George KINROSS, Redditch. Pet. July 2.
 RICHMOND, WILLIAM, shopkeeper, Barnsley. Pet. July 1. Reg. &
 O. A. BARY, Sol. Frudd, Barnsley. Pet. July 21.
 RILEY, JOHN, common brewer, Huddersfield. Pet. July 2. O. A.
 BARY, Sol. Messrs. Leayd, Huddersfield; and Bond and
 Warwick, Leeds. Pet. July 19.
 RITCHIE, WILLIAM, beerhouse keeper, Newcastle-upon-Tyne.
 Pet. June 30. Reg. & O. A. CLAYTON, Sols. Hoyle, Shipley, and
 Cottle, Newcastle-upon-Tyne. Pet. July 19.
 RITCHEY, WILLIAM, cooper, Leeds. Pet. July 2. Reg. &
 O. A. GREENHOW, Sol. Lewis, Dover. Pet. July 20.
 RIVINGTON, WILLIAM, bootmaker, Buckfastleigh. Pet. July 2. Reg. &
 O. A. CLAYTON, Sol. Windcutt, Totnes. Pet. July 17.
 ROBERTS, WILLIAM, cooper, Leeds. Pet. July 1. Reg. &
 O. A. JACKSON, Sol. Holland, Rochdale. Pet. July 22.
 ROBERTS, THOMAS, trader, Dawlish. Pet. July 3. Reg. & O. A. PIDE-
 COCK, Sol. Grove, Dawlish. Pet. July 17.
 ROBERTS, ROBERT, victualler, Newcastle-upon-Tyne. Pet. June 28. O. A. CLARK,
 Sols. Dugman, Lewis, and Lewis, Walsall. Pet. July 17.
 ROBERTS, WILLIAM, out of business, Old Accrington. Pet.
 July 2. Reg. & O. A. McNeill, Sol. Bannister, Accrington.
 ROSE, SAMUEL, cooper, Newcastle-upon-Tyne. Pet. July 2.
 ROYCE, JAMES, ship chandler, North Shields. Pet. June 7.
 ROY, GEORGE, O. A. LAIDMAN, Sols. Tinley, Adamson, and
 Taylor, North Shields. Pet. July 21.
 RYAN, CHARLES, out of business, London. Pet. July 1. Reg. &
 O. A. COLE, Sol. Digby, Malden. Pet. July 22.
 RYAN, JOHN, carpenter, West Bromwich. Pet. June 22. Reg. &
 O. A. JACKSON, Sol. Stokes, Dudley. Pet. July 14.
 RYAN, THOMAS, fish trader, shipowner, North Shields. Pet.
 July 1. Reg. & O. A. CLAYTON, Sols. Hoyle, Shipley, and
 Cottle, Newcastle-upon-Tyne. Pet. July 21.
 SAMPSON, JOHN, wheelwright, Finchbeck West. Pet. July 1.
 SAMPSON, O. A. BONNER, Sols. Messrs. Cammack, Spalding. Pet.
 July 2.
 SANDER, EDWARD, cowkeeper, Sittingbourne. Pet. July 2. Reg. &
 O. A. HILL, Sol. Willis, Sittingbourne. Pet. July 21.
 SANDERSON, MAJOR, journeyman tailor, Manthorpe-cum-Little
 Stoney, Peter. Pet. June 28. O. A. THOMPSON, Sol. Malin, Gran-
 tham. Pet. July 13.
 SANDS, CHARLES, mining agent, Manchester. Pet. Aug. 3.
 SANDS, WILLIAM, iron dealer, Manchester. Pet. June 22.
 SARGENT, O. A. McNEILL, Sol. Leigh, Manchester. Pet.
 July 19.

Gazette, July 6.

ALOCK, WILLIAM CRESWELL, grocer, Kirkdale. June 8. *ss. 6d.* by instalments of 2*s. 5d.* on July 15, and Sept. 1. 2*s. 6d.* on Dec. 1.

BAUMGARTEN, EDWARD PUTON, gentleman, Arlington-st. May 24. *Tr.* *8s.* **Trusts.** R. Staines, tutor, Marylebone-rd.

BELMONT, ROBERT, agent, yarn spinner, Huddersfield. June 18. *Tr.* *1*s.** **Trusts.** H. Hill, jun., yarn spinner, Huddersfield; J. Pollard, cotton dyer, Dalton; and J. Pocker, waste dealer, Halifax.

BIDDLESCOME, WILLIAM, coach builder, Westminster-bridge-rd. June 23. *ss.* on June 30.

BOWLES, GEORGE, timber merchant, Evelyn-st., Deptford. May 24. *6*s.** by two equal instalments, in 1 week and 2 mos from registration, — second secured.

CAMERON, DAVID, beer-seller, Albany-st., Camberwell. July 1. *ss.* by two equal instalments, in 3 and 6 mos from registration.

CARSON, SAMUEL, draper, Wigan. May 23. *Trusts.* J. Alexander, draper, Wigan, and T. McConnell, draper.

CLEMENT, FREDERICK, butcher, Viceroy-rd., South Lambeth. June 23. *Tr.* *1*s.** from registration.

COLLIVER, GEORGE VEALE, builder, Addiscombe. June 30. *10*s.** by instalments of 2*s.* in 1 mo, 3*s.* in 3 mo, and *ss.* in 6 mo.

COLLINGBRIDGE, AMBROSE, innkeeper, Dewsbury. July 1. *Trusts.* T. McDonough, produce merchant, Dewsbury; J. Walsh, tobacco manufacturer, Bradford.

CURTIS, ELIZABETH, schoolmistress, Norwich. May 23. *Trusts.* W. Howes, tallow chandler, and G. Bale, butcher, both Norwich.

DAVEY, ALBION, chemist, Aylesbury. June 14. *Trust.* T. Windsor, innkeeper, Aylesbury.

DAWSON, WILLIAM, shuttle maker, Blackburn. May 23. *Trusts.* W. Hodgson, agent, Blackburn, and J. Sellers, shuttle maker, Blackburn.

DAIZIEL, HUGH, druggist, New Ferry. May 25. *Trusts.* T. Dod, and G. F. Sinclair, manufacturing chemists, both Liverpool.

DOWNIE, JAMES, ship chandler, North Shields. June 2. *Trusts.* J. H. B. Smith, merchant, North Shields.

DRUMMOND, JOHN, manufacturer, biscuit manufacturer, both North Shields, and P. O'Hare, merchant, Newcastle-upon-Tyne.

ESCRITT, FREDERICK MICHAEL, coal merchant, Little Gonerby. June 5. *Trusts.* E. Fisher, chemical manure manufacturer, Beverley, and E. Matthews, brick manufacturer, Great Grimsby.

EVANS, SAMUEL, licensed victualler, Ely. June 7. *Trust.* J. W. A. Stevens, wine merchant, Cardiff.

GREEN, ROBERT, carman, Elm-grove, Lower Norwood. May 23. *1*s.** *ss.* by instalments of 2*s.* — 3*s.* on Aug. 23, and Nov. 29, next, and Feb. 29, and May 23, 1870. *Trusts.* J. C. Lucas, lime burner, Lewes, and H. Green, corn merchant, Upper Thames-st.

HARRISON, ROBERT, general warehouseman, Manchester, and Patricroft. June 5. *7*s.** *6d.* by three equal instalments, in 3, 6, and 9 mos from registration. *Trust.* J. W. Anderson, sewed muslin manufacturer, Glasgow.

HALL, JOSEPH, draper, Maldon. June 5. *Trusts.* W. Morley, and W. D. Dickson, Wood-st., both warehousemen.

HARTMAN, WILLIAM, silk-waste dealer, Congleton. July 1. *2*s.** in 1 mo. *Trust.* J. Washington, shopkeeper, Congleton.

HEDGES, WILLIAM, builder, Ramsgate. June 23. *Trusts.* H. Long, sett, brick merchant, and T. Brewer, cement merchant, both Ramsgate.

HORNER, SARAH ANN, widow, New Barnet; ABBOTT, ROBERT, gentleman, Alford; MARSH, THOMAS, gentleman, Dorking; GLOVER, BENJAMIN FAWCETT, cement manufacturer, Gorleston May 18. 3s. 6d. by instalments of 1s., 1s., 1s., and 6d., in 4, 12, 18, and 24 mos., secured by Trustee W. Jackson, cheese factor, Great Yarmouth; J. Cragg, wet manufacturer, Lowestoft.

HUMSON, THOMAS PETHERBRIDGE, ironmonger, Torquay. May 15. Trust. R. Heath, post-office assistant, Torquay. Mrs. HENRY, bird dealer, Park-side, Knightsbridge. June 28. 3s. in 3 mos., secured.

JACKSON, HENRY, corn factor, Bolton. June 7. Trust. P. Foster, corn merchant, Bolton.

JAMES, EDWARD, solicitor's clerk, Bristol. June 21. Trust. J. E. Davies, accountant, Bristol.

KELLOD, WILLIAM PETER, builder, Southam-st., Kensal-rd. June 2. In full, by six equal instalments of 3s. 4d. in 4, 6, 8, 12, 15, and 18 mos from registration, first in 4 mos. Trust. S. Tildesley, stone merchant, Ironstone-wharf, Paddington.

KNIGHT, HENRY, cheesemonger, Richard-st., Woolwich. June 29. 5s. 1s. on July 15, 2s. on Sept. 15, and 2s. on Nov. 15, last secured.

LEACH, JAMES, grocer, Upper Marylebone-st. June 16. 7s. 6d. by equal instalments in 4 and 10 weeks from registration. Trust. E. F. Roberts, railway place.

LOWES, JOHN WILLIAM, tailor, Sheerness. April 30. Trusts. F. Bilbe, grocer, Sheerness, and E. Naah, woollen warehouseman, Aldgate.

OVER, GEORGE, livery-stable keeper, Great York-mews, Baker-st. June 20. 1s. 1s. 6d.

PENNEY, JOSIAH, hotel keeper, Bournemouth. May 22. Trusts. G. N. Penney, ship broker, and G. Ingram, ironfounder, both Poole.

PHILLIPS, ROBERT, sen., miller, Chudleigh. May 37. Trusts. J. Bowden, merchant, Tiptepen, and N. Ball, corn factor, High-week.

PHIPPS, WILLIAM, fringe manufacturer, Liverpool. July 3. 5s. by three equal instalments in 1, 4, and 7 mos.

PRING, EDWARD SYDNEY, surgeon's assistant, Cheltenham. June 5. Trust. H. Yates, druggist, Cheltenham.

REDHOUSE, ROBERT FRANKLIN, hair dresser, Leicester. June 28. 1s. in 2 days from registration. Trust. A. Bromwich, accountant, Leicester.

ROBERTS, RICHARD, draper, Longpreston. June 24. 5s. by instalments of 1s., 1s., 2s., and 1s., on July 1 and 31, and Oct. 1, and Nov. 1.

SAINT, THOMAS, watch manufacturer, Goswell-rd., Clerkenwell. June 7. 6s. by two instalments in 14 days, and 4 mos.

SAUNDERS, BUTCHER JAMES, butcher, Taylor-st., Epsom. June 30. 5s. by two instalments of 2s. and 3s. on July 14, and Oct. 14.

SMITH, JAMES, butcher, Blackburn. June 16. 5s. in 1 week from registration. Trust. T. Mullineaux, gentleman, Blackburn.

SMITH, SHACKLETON, worsted spinner, General. June 14. 7s. by three equal instalments of 2s. 4s. and 9 mos.

SWELL, MARY, draper, Bolton. June 15. 10s. by three equal instalments, on Sept. 14, Dec. 14, and March 14. Trusts. W. Coop, iron merchant, Bolton; J. W. Penrose, and F. Taylor, merchants, Manchester.

SYDNEY, LAW LEACH, stone-mason, Hillhouse, near Huddersfield. June 18. Trusts. J. M. Beaumont, stone merchant, Eiland Edge, near Halifax, and C. Knight, coal merchant, Huddersfield.

VEVER, JOSEPH, cloth manufacturer, Leeds. June 22. 8s. by instalments of 3s., 2s. 6d., and 2s. 6d., in 4, 8, and 12 mos from registration.

WALLIS, ANTHONY, Hulme. June 8. Trusts. J. Parry, and T. Hanson, merchants, Manchester.

WHITESIDE, HENRY, grocer, Blackpool. June 7. Trusts. S. Smith and J. Parker, merchants, both Preston.

WINTERBORN, ROBERT, general salesman, London-rd., Bow. May 25. 6s. by two equal instalments, in 3 and 6 mos from registration. Trusts. C. E. Winterborn, widow, Crisp-st., Poplar, and T. E. Smith, wholesale clothier, Houndsditch.

WOOLLEY, STEPHEN, small beer dealer, Brixton. June 10. 12s. 6d. by instalments of 2s. 6d., 2s. 6d., 3s., and 5s. 6d. on Sept. 13, Dec. 13, March 13, and June 13, last secured. Trust. T. Collier, smallware merchant, Manchester.

BIRTHS, MARRIAGES AND DEATHS.

BIRTHS.

COODE.—On the 5th inst., at 4, Codrington-terrace, Notting-hill, the wife of Mr. Coode, of a daughter.

KIRBY.—On the 29th ult., at 13 Tavistock-terrace, Westbourne-park, the wife of Thomas Frederick Kirby, barrister-at-law, of a daughter.

LOVELL.—On the 2nd inst., at 55, Boundary-road, St. John's-wood, the wife of George Lovell, Esq., of the Inner Temple, barrister-at-law, of a daughter.

MARRIAGES.

ANJOUR-THURPP.—On the 1st inst., at All Saints', Notting-hill, by the Rev. Edward Thurpp, vicar of Feltham, Middlesex, uncle of the bride, Charles Allen Anjour, Esq., of Warwick-court, Gray's-inn, to Jane Carmen, eldest daughter of James Thurpp, Esq., of Kensington-park-road, W. No cards.

DAVIES-WOMAN.—On the 2nd ult., at Fawley Chapel, Samuel R. Davies, solicitor, Ross, to Sarah Victoria, youngest daughter of William Kinniburgh, late of Bognor, Sussex.

JOHNSON-HUTWICK.—On the 1st inst., at the Parish Church of Soham, Frederick A. Johnson, youngest son of John A. Johnson, Esq., of Wicken Hall, Cambridgeshire, to Anne, elder daughter of Thomas Hutwick, of Soham, solicitor.

DEATHS.

FARBROTHER.—On the 30th ult., at Reading, aged 30, Henry Francis Farbrother, of St. Mary Hall, Oxford, and of the Middle Temple.

HARRISON.—On the 2nd inst., Martha, the wife of S. F. Harrison, Esq., solicitor, St. John's, Wakefield.

LYDE.—On the 28th ult., aged 44, Thomas Lyde, of Balbedie House, Clapham-park, and of Mitre-court-chambers, Temple, London.

WRIGHT.—On the 6th inst., at Sutton-bridge, Lincolnshire, aged 28, C. V. J. Wright, late of Halstead, Essex, solicitor.

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May 1869.

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THE
Law and the Lawyers.

A MAJORITY of twenty-five has sanctioned the
second reading in the House of Commons of
Mr. LOCKE KING'S Bill for the abolition of primo-
geniture, veiled under the less formidable title of
Real Estate Intestacy. The argument was all
in favour of a measure which leaves to a testator
the power to give his property as he pleases,
but divides it equally among his children if he
does not otherwise direct. That it will have any
practical effect upon the devolution of real prop-
erty no lawyer with a particle of experience
could believe. Its sole operation will be to in-
duce more persons than now to perform the
solemn duty of making a will.

AN Irish case has brought to light what may be
described as a hidden piece of the practice of
the Court of Chancery concerning the interests
of minors who are entitled to the benefits accru-
ing from the carrying on of the testator's or
intestate's trade. There is no reported case on
the point, but our Court of Chancery has in
many cases allowed the property of minors to be
continued in trade where it was manifestly for
their interests. The course adopted is to require
the person carrying on the business to enter into
a recognizance with sureties covering the value
of the capital and stock in trade, manufactory,
&c., in the business, and to lodge at the Judge's
chambers on a given day in each year a balance-
sheet, verified and made out so as to admit of
its being checked if necessary; and to bring
into court and invest the profits belonging to
the minors; or if there be an order to apply any
part for their benefit, then to apply it as directed,
and to keep separate accounts of each infant's
share, with liberty to the infants, as they come
of age, to apply at chambers for the transfer of
the shares.

A RETURN of fees received in stamps and pay-
ments formerly charged on the Fee Fund Account,
Superior Courts of Common Law, during the
years ending 31st March 1868 and 1869, also a
return of receipts and payments in the Courts
of Probate and Divorce, High Court of Ad-
miralty, and Land Registry during the same period,
has been published under the authority of Mr.
AYRTON. The receipts from the Courts of Queen's
Bench, Common Pleas, and Exchequer for the
year ending March 1869, amounted to 94,709l.
16s. 2d., against 114,316l. 8s. 1d. for the previous

year, thus showing a decrease of 20,218l. 11s. 11d.
The total amount of payments made for the
former period was 99,800l. 16s. 7d., and for 1868,
98,070l. 14s. 2d., giving an increase of 1730l.
2s. 5d. for 1869 over the preceding year. The
receipts in the Courts of Probate and Divorce,
Admiralty and Land Registry for the year end-
ing March 1869, were 134,969l. 16s. 1d., and for
1868, 139,474l. 16s. 8d., a decrease again occur-
ing of 4505l. 0s. 7d. The payments in 1869
were 222,109l. 2s. 1d., against 223,019l. 7s. 2d.,
thus giving also a decrease of 910l. 5s. 1d. The
payments in both cases are exclusive of judges' salaries.

In "Some Suggestions for Bankruptcy Legisla-
tion," by a Mr. SEYD, we are told that much
insolvency would be prevented if merchants and
persons engaged in trade kept proper books of
account. In the doctrine of balancing accounts
Mr. SEYD finds the panacea of all bankruptcy
evils, and he proposes to enact as follows:—
"Any person or persons engaged in any trade,
profession, occupation, or undertaking, for the
carrying on of which it is customary or expedi-
ent that books of account should be kept, shall
keep, or cause to be kept, such books of account
according to the recognised rules of book-
keeping by single or by double entry; and
shall keep or cause to be kept, such books
in such a manner that balance-sheets may
be made up therefrom from time to time; and
shall be bound, at least once in every
two years, to balance, or cause to be balanced,
such books, and make a true and proper
balance-sheet therefrom; and in default there-
of, if any such person or persons be made
bankrupt, the Court of Bankruptcy shall re-
fuse to discharge such bankrupt from his li-
abilities. The bankrupt shall produce his books
and his balance-sheets before the court, and
the representative of the creditors shall inves-
tigate the same, or the court, without, or upon
the application of a creditor, may cause such
an investigation to be made, and the report
of the parties so investigating shall be received
in evidence. The court shall refuse to relieve
the bankrupt of his liabilities if to the satis-
faction of the court it be shown: That the
accounts have, wilfully or negligently, been kept
improperly, and not in accordance with the
recognised rules of book-keeping, so as to pre-
vent the extraction therefrom of a proper
balance-sheet. That, wilfully or negligently,
false entries or mistakes have been made, prej-
udicial to the interests of those concerned. That,
wilfully or negligently, the taking and valuing
of the stock, or of the assets and liabilities, has
been improperly made. That anything whatso-
ever has been done in regard to the books or the
balance-sheets, which in the judgment of the
court be improper or prejudicial."

THE BANKRUPTCY BILL.

THE Lords have received this measure with a
good will that leaves little or no doubt of its
success. Lord ROMILLY, indeed, gave some
ominous hints that amendments would be re-
quired, but that there was the foundation for a
good Bill; and if it is to be recast, as this intima-
tion would seem to imply, it could not possi-
bly become law this session. But the MASTER
of the ROLLS spoke, we believe, for himself alone;
at least no other law Lord expressed the like
views. Lord WESTBURY may possibly exer-
cise his ingenuity in criticising the clauses
that depart most widely from the principles of
his own scheme, and we can scarcely venture
to hope that he will approve a plan borrowed
from Scotland, and which he had himself for-
merly rejected. Nevertheless, the majority of
the Peers will not be loath to relieve the
Legislature from a question which has
troubled it for so many years, and stood in the
way of so many other reforms. The Bill will
pass substantially as it is; a fair trial must be
given to it, and whatever defects experience
may reveal, and many there must be, will be
cured by occasional amendment Acts. The
ATTORNEY-GENERAL deserves all the applause
he has received, for the ability, tact, and temper,
with which he has conducted this difficult mea-
sure through the House of Commons.

PROSECUTION BRIEFS.

A CIRCULAR from the Treasury to the Clerks of
Assize has directed them not to allow more
than a fee of one guinea on a prosecution brief,

save under special circumstances, to be stated in the order.

This new economy of the Treasury will result, like all former attempts unduly to curtail the expenses of prosecutions, in the further paralysis of the criminal law. The reduction of the allowance to prosecutors and witnesses has already operated to deter the one from prosecuting crime, and the other from detecting it. The limitation of counsel's fee to a guinea will prevent practised men from appearing in prosecutions, because thereby they will deprive themselves of the chances of a better fee for the defence.

Something will depend, of course, upon what the Clerk of Assize may hold to be special circumstances. He may, we think, fairly deem any number of witnesses above three, or the fact that the prisoner was defended, to be such "specialties" as would justify a larger fee. If he should so determine, this cheeseparing order will be more in show than substance. But if it is to be strictly enforced, either the Bar will be treated in a manner that will amount almost to an insult, or prosecutors will be subjected to an additional punishment in the discharge of a public duty.

IMPRISONMENT FOR DEBT.

A GREAT improvement has been introduced into this Bill. The most effective power possessed by the County Courts, that, indeed, by which only they are enabled to compel payment of debts, is the power to imprison for disobedience to an order to pay, unless the defendant satisfies the court that he does not pay because he cannot pay. This power, which it was impossible to take from the County Courts without paralysing them, was objected to as drawing an invidious distinction between small debtors and great debtors, when the latter are relieved from liability to imprisonment for debt, and there was great danger lest the popular tribunal should be practically destroyed for the sake of avoiding a seeming inequality. The difficulty has been removed by a process of "levelling up." The Bill that abolishes imprisonment for debt extends to the Superior Courts the same power to imprison for contempt in non-obedience to an order as is possessed by the County Courts. Where after judgment a debt is not paid at a time ordered by a court or a Judge, the defendant may be summoned to show cause why he should not be imprisoned for such contempt. If he satisfies the Judge that he had not ability to obey the order, he will be discharged, of course; but otherwise he may be imprisoned for a limited time.

A very foolish argument against imprisonment for debt has been founded on the small number of such imprisonments. But the effect of fear of it is forgotten. It is the knowledge that he might be sent to gaol if he do not pay that keeps many a man honest who would readily escape the obligation if he knew he could do so with impunity. The efficacy of punishment cannot be measured by the number of those who suffer it. The question is, how many does the dread of it deter from crime? The relaxation of severity in the law of debtor and creditor has been undoubtedly attended with an enormous increase of fraudulent debtors, and the pending Bill will doubtless largely increase their number.

CLERKS OF ASSIZE.

THE report of a committee, consisting of Mr. Justice BRETT, Mr. SCLATER-BOTH, and Mr. M. LAW, appointed by the Treasury to inquire into the duties and salaries of clerks of assize has been made. The committee come to the conclusion that it will be desirable to retain the office of clerk of assize, but that it would be expedient to prescribe that persons appointed to these offices should have had some degree of legal training, i.e., that he should be a barrister or certificated attorney of three years' standing, or should have served for a similar period in a subordinate office on circuit. The committee consider that a salary of 1000*l.* per annum is more than sufficient to secure the services of officers properly qualified to fill those posts, and they recommend that the salaries of the clerk of assize on the Home, Western, Oxford, Midland, and Norfolk circuits, should, as vacancies occur, be reduced to a sum not exceeding 800*l.* per annum. As regards the Northern Circuit, they state that if the duties of the clerk of assize remain, as at present,

limited to the counties of Northumberland, Cumberland, and Westmoreland, a sum of 500*l.* per annum would afford a sufficient remuneration. They do not see any reason for an alteration in the salaries of 500*l.* per annum each, now received by the clerks of assize on the two Welsh circuits. The committee further propose that the additional salary of 100*l.* a year, which the clerk of assize can now assign to one of his officers whom he may select to act as his deputy, should be discontinued on the death or resignation of the officers at present receiving these extra allowances. They are of opinion that the power thus placed in the hands of a clerk of assize to remunerate one of his officers more highly than the others might be exercised with partiality, and that it has a tendency to diminish that responsibility which rightly belongs to his office, and to induce him to delegate to others duties properly devolving upon himself.

THE TRADES UNION BILL.

THERE was a gratifying unanimity of opinion in the House of Commons upon the principle of this Bill, and very little difference about its details. Both sides of the House frankly admitted

1. The equal right of employers and workmen to combine for the regulation of wages.

2. That such combinations were not in themselves opposed to public policy, nor operated in restraint of trade, within the legal meaning of that term.

3. That associations for such a purpose were entitled to the same protection from the law for their persons and their property as is given to all other lawful associations.

4. That there should be some recognition by law of such associations, so as to enable them to act in a corporate capacity. But there was and is much diversity of opinion what should be the form of such incorporations. The Bill simply proposes the extension to them of the Friendly Societies Acts; but many friends of the Trades Unions, and notably the *Economist*, object to this, as being to some extent a misrepresentation of their character. The Acts in question are constructed purposely to promote certain objects of charity; but the main purpose of the Trades Unions is not charity, and there is no reason why they should have the benefit of Acts designed with a different object than a joint-stock company, or a cricket club, or any other association.

Thus all the main principles for which the LAW TIMES has contended on behalf of the Trades Unions are conceded; and in framing the measure which Mr. BRUCE again promised on behalf of the Government, they must form its foundation. It will then, we doubt not, be seen that the plan here proposed for the incorporation of Trades Societies, very much upon the model of the Companies Act 1862, is the most feasible and the best calculated to give permanent satisfaction.

A good deal was said about the absence of legal protection for their property, and so little is this point understood, that the HOME SECRETARY has brought in a short Bill to give such protection pending the production of the general scheme.

But there is no need for it. The trades unions possess precisely the same protection, neither less nor more, as all other associations not enrolled under the Friendly Societies Acts. Certain summary jurisdiction is given to magistrates by those Acts for the protection of the funds of enrolled societies; but this is not a substitute for the general protection provided by the criminal law. A trades union can punish a defaulting treasurer or secretary by indictment, and Mr. RUSSELL GURNER's Act of last session removes the only obstacle that practically impeded such a prosecution. At this moment every trades union possesses the identical protection against embezzlement by its servants which is possessed by every other employer. To say, then, as Mr. HUGHES and other speakers ventured to say, that their funds are unprotected, was to mislead the House and the country, for Mr. HUGHES, who is a lawyer, cannot but know that the law gives to them precisely the same protection as it gives to him. It was surprising that of the many lawyers in the House not one rose to correct this mis-statement, and it is still more strange that it was not noticed by Mr. BRUCE, who also must have been better informed.

The real grievance of the Unions, though it was not the ostensible one, is that they have not the help of the Friendly Societies Acts for the recovery of the subscriptions from their own members, nor powers wherewith to compel observance of their rules. It is to obtain this, and not for protection against embezzlement, that the privilege of enrolment under the Friendly Societies Acts is so eagerly sought, and it would have been more candid in Mr. HUGHES so to have told the House and the public.

On all sides doubts were expressed whether it would be practicable to repeal the Combination Act without some enactment bringing within the criminal law certain offences of which some of the trades unions have been guilty, and for which the criminal law now makes no provision. It needs but small acquaintance with the criminal law in the letter and in practice to determine this question. Try it thus. The end sought by all the offences made punishable by the Combination Act, is to deter "knobsticks," as they are called (that is to say, men willing to work on other terms than those prescribed by the Union), from pursuing their employment. To this end divers forms of "molestation" are devised, such as dogging the steps, hooting and hissing, gestures and words which, though not punishable by the present law, are not the less invasions of that personal liberty of act and thought which is the right of the poorest labourer because they are inflicted by persons of his own class. This wrong it is that the general criminal law fails to meet, and it will be absolutely necessary to the security of the workman from oppression by his fellows that sufficient provision should be made for it simultaneously with the repeal of the Combination Act.

SPECIAL BAILS BILL.

We have received the following letter:

TO THE EDITOR OF THE LAW TIMES.

Sir,—As a specimen of the esteem in which the Profession is held, I beg to call your attention to what is reported to have been uttered by the Lord High Chancellor of Great Britain on the occasion of moving the second reading of this Bill. His Lordship is reported to have said that by an old Act of Parliament (alluding, no doubt, to the 4 Will. & M. c. 4) no person was allowed to take special bail in the country who was an attorney or solicitor, but that now it was not worth any person's while to take the office who was not an attorney or solicitor, and the object was to enable attorneys and solicitors to take special bail. In other words, now that the office and duties of commissioners for taking special bail was utterly worthless in a pecuniary sense, it is discovered that they are eligible to fill the office. Is any comment necessary? I abstain from making any. I leave you to deal with the subject as you may deem right. S. J. H.

WHAT WE SHALL HAVE TO PAY.

THE British taxpayer is in for it. When the Budget was propounded, there was so much dexterous dealing with the various duties henceforth to be levied, and especially with the periods for future payments, that very few in or out of Parliament had formed any definite notion when they would be called upon to put their hands into their pockets to meet the demands of the State. Tables were authoritatively published purporting to show when the taxes of the next twelvemonth were to be paid. But strings of figures are read by few, and understood by fewer, and at this moment probably not one taxpayer in a hundred has any definite conception in his mind of what the law has imposed upon him. It is the law now, and the statute is before us, and a summary of its provisions will doubtless astonish many of our readers.

The Act that is to wring so vast a sum from the taxpayers in so short a time is c. 14 of 32 & 33 Vict., Part 1 of which relates to the Customs, and does not concern the present inquiry. We turn to Part 2 which relates to the income-tax, land-tax, and inhabited house duty.

The sums assessed to the income-tax for the last year are to be taken as the annual value for assessment during the present year, but subject to increase or diminution in the same manner as the original assessment.

The 8th section then proceeds to repeal the provisions for collecting the house duty, land-tax, and income-tax quarterly, and enacts that

the duties for the year ending April 5, 1870, shall be payable on the 1st Jan. next.

Observe the effect of this. In practice, the taxes for the year ending April 5 next would be collected, one half in November and the other half in May; that is to say, half the income-tax for the current year would not be payable until the 6th April next, and would not be in fact collected until May or June. But, according to the text of Mr. Lowe's new law, it must be paid in full in January next, thus anticipating the period of payment by four or five months, and compelling that payment at the period of the year when most persons have more demands upon them and less receipts to meet them than at any other season.

But this is not the only hardship inflicted by the new law. Another screw is to be applied to the unhappy taxpayer in this same black month of January. The assessed taxes, as well as the income tax and land tax, are to be paid in January in full. This is effected by a process even more stringent. The assessed taxes are converted by sect. 16 into excise duties, for which licences are to be taken out on the 1st Jan. for the ensuing year, so that we shall be called upon in September to pay the half year's assessed taxes for this year; in January the whole year's assessed taxes for next year, and in April the remaining half year's assessed taxes for the present year—practically two years' payments will be demanded in one year, and the greater portion of them in the most inconvenient month of the whole year in which to provide the money to meet them.

We shall make this complicated arrangement more intelligible by an instance.

B. is assessed, say, at 20*l*. for assessed taxes, at 50*l*. for income-tax, at 10*l*. for land tax. As it would have been but for Mr. Lowe's scheme, he would have paid this 80*l*. thus:—

1869. In September £40

1870. In May 40

But according to the new Act he will be compelled to pay as follows:—

1869. In September, half year's assessed taxes £10

1870. In January, one year's assessed taxes, 20*l*.; one year's income-tax, 50*l*.; one year's land tax, 10*l*. 80

In May, half a year's assessed taxes, arrears of the present year 10

The Budget offers many and considerable improvements in taxation, but they will be dearly purchased at the price of so terrible a screw in the collection as is described above, and the working of which is as yet but imperfectly understood by those who are to be subjected to it.

In January there will be such an outcry from the taxpayers as England has not heard for many a year. A general election would then assuredly leave the Government in a minority. It is fortunate that they are not likely to be compelled to appeal to the country at a time when it will be smarting under the infliction of two years taxes levied in three months.

COUNTY COURT APPEALS.

It is not often that we find a County Court Judge reviewing a decision of a court of appeal which has reversed his own judgment. As a general rule of course there can be no practical utility in this, and the Judge who would make it a practice would simply waste the public time. There should be good grounds for making any comment upon the judgment of a court of appeal, and the question is, what we are to consider good grounds.

Mr. FALCONER, of the Welsh Circuit, has afforded us some material upon which we may arrive at a reasonable conclusion. He gave judgment in a case which was pretty much one for a jury, involving as it did a claim for demurrage, and the question being whether certain delay in unloading was excusable or not. In the first place his Honour pointed out that it is a very easy matter for a case stated for appeal to go to the court above in a defective condition. He takes occasion to say, "At first I thought the case was too hastily prepared. This arose from a rule of the courts, that the appeal case shall be drawn up by the parties and settled, in case of dispute, by the Judge; and also to an absurd provision which interferes with a prudent delay, namely, that the case shall be signed in open court. So that if I do not sign the case in

one week of a month, I cannot sign it until four weeks afterwards."

This being so, we think that wherever the case is one principally of fact, and where there can be any doubt as to the construction to be put upon the facts, it should be open to a County Court Judge further to inform the court of appeal. There are obvious objections to such a proposal, the main one being that it might be abused; but we think that a restatement of the case might be permitted in certain cases, and the first thing to be done is to abolish the provisions now existing as to stating and signing cases for appeal.

PASTURAGE ON HIGHWAYS.

A CORRESPONDENT writes as follows to the *Wisbech Advertiser*:

Sir,—I think the paragraph which you copied from the *LAW TIMES* into your *Market Telegraph* last Saturday calculated to mislead many of your readers, as they are very likely to infer from it that they may stock the sides of our ordinary roads without infringing on the laws, if they keep their cattle off the metalled parts, in which I think they will soon find themselves mistaken, as it is quite clear to my mind that the grass sides of the roads in this neighbourhood are as much highways, or parts of highways, as the metalled parts, and are so pleasant for the public to canter along when on horseback, or to drive cattle on, that I wonder the surveyors are allowed to place their heaps of materials upon them so much as they are, for which they are just as liable to be fined as those who stock them, and they are further liable for any damage which they may occasion; for example, supposing they were to cause a conveyance to be upset, and a man was injured for life, or killed, leaving a widow and children, either he or they would have just as great a claim on the surveyors for compensation, as we so frequently hear of against the companies in railway accidents. Then, again, footpaths are as much highways as any other parts of our roads, and I cannot conceive where the owner of the herbage on the sides of highways can have a right to depasture them, except where roads run across commons or other waste lands; for if a highway is defined by fences (no matter how wide it may be) no one has a right either to obstruct it or encroach upon it. The only way I can see for the owners of the herbage lawfully to avail themselves of it is by mowing.

The writer of the above was evidently unaware of the decision upon which the paragraph quoted from this journal was based. If he, and those similarly interested, will refer to the case of *Golding v. Stocking*, 20 L. T. Rep. N. S. 479, it will be found that persons entitled to the pasturage on the sides of the highway may turn out their cattle in charge of some person whose duty it is to see that they do not stray on to what is commonly called the metalled part of the highway. The cattle in that case were sent by their owner under the control of a keeper, in order that they might depasture on the sides of the highway, and the contention before the justices was that the cattle could not be said to have been found straying within the meaning of the 25th section of the Highway Act 1864. The justices found on the evidence, however, that nine of the bullocks were seen straying upon the metalled part ("central or gravelled" is the expression used), and that the appellant was not at the time, as to those nine bullocks, legally exercising the right which he had of the pasturage which existed on the sides of the highway. The justices further found that the keeper of the bullocks was at the time in a field divided from the highway by a ditch, and forty yards off the nearest bullock. Accordingly they convicted the appellant, on the ground that his cattle were straying on the highway. The Chief Justice, at the close of the argument, said, "The justices might very easily have found the other way on the facts of the case, but we cannot say they were wrong." And in the course of the argument the same Judge said, "A stranger's cattle might be found straying on the sides of the highway, though that could not be said of the cattle of a person having a right of pasture there, as the appellant has, but the cattle of the appellant may be found straying on the highway itself, though not on the sides, and that is found to be the case here. If his cattle had been pasturing on the sides under competent charge, and through some accident they escaped for a short time from under the charge of their keeper and got on the highway, that would not be a case for conviction by the magistrates, but if the cattle are found straying on the highway for any length of time, the case would be different.

The question is one of fact for the magistrates to determine. It would be hard not to allow the proprietors of these roads to depasture their cattle on the sides, but they must place them under sufficient charge to prevent their straying."

This makes the matter sufficiently clear, and disposes of the doubts entertained by the writer of the letter which we have quoted above.

THE INCLOSURE OF COMMON LAND.

THE Inclosure Commissioners, it appears, are not doing so well as it was hoped they would. We are not at all surprised at their failure, because they had imposed upon them a most difficult task. The commons throughout England are not so situated that their utility and public advantage can be appreciated at a glance. It is in every case a work of difficulty to discover the variety of interests which may be affected by inclosing any particular portion of common land. In the first place, the persons who enjoy rights of way and common rights of pasture and the like, may not be numerous, their places of residence may be scattered, and it must be a matter of very considerable labour to find them out and ascertain from each individual what his wants and desires really are. The Commons Select Committee on this question point this out in their recently issued report. They say that the commissioners sitting in London can have few opportunities of obtaining local information by other channels than the reports of the assistant commissioners, and they think that the reports presented to Parliament should contain more precise and minute statements of the information on which the provisional orders are framed, such as the population of the neighbourhood, the number of persons attending the meetings, the distance of the waste or common land from the towns and villages within reach, the particulars of any other ground available for recreation, and of other cottage gardens and field allotments, and any other details calculated to enable Parliament to judge of the grounds on which the provisional orders relating to public allotments are based. And the committee recommend better publicity of the notices of meetings given by the assistant commissioner.

These are very judicious and necessary recommendations. But we think that a more important matter is the mode in which the local inquiry is conducted. The assistant commissioner to whom this work is assigned is commended by the committee, but it appears that in the only case in which a complaint has found its way to the committee, the assistant commissioner stated that he set apart the small extent of an acre, out of the 1904 acres of common which were to be inclosed for the following reasons—because a larger amount would not be used; because the population never resort to the common for exercise and recreation; because there are other commons where the children and grown-up people can rove about, and because the ground is steep. This single acre of recreation ground he intended specially as a playground for the children of the school. On the other hand, the parish clerk and the schoolmaster testified that the common is a general resort of the inhabitants for exercise, for games, and for the meetings of their friendly societies; that there is no other common within five or six miles to which the public are allowed free access; that one acre is not sufficient either for the children or the adults; that seven acres equally suitable are adjoining, and that there is much dissatisfaction among the inhabitants at the small extent set apart for recreation, which finds vent in the remark that when the common is inclosed they will be as badly off as in a town, and will not have even the accommodation which they would get in a town in the way of recreation ground.

Now it would seem from this that the assistant commissioner arrives at his conclusions by the unaided light of his own view of the wants of the vicinity. If such a flagrant disregard of the state of things as it appears on reliable evidence occurs in the only instance in which alarm has been taken and a complaint made, what is the probability as regards other places? We should have expected that the assistant commissioner would have been inclined rather in the other direction, and to compensate liberally those who are being deprived of what may be called a natural privilege attaching to the locality.

The committee conclude their report by ex-

pressing the opinion that the annual Inclosure Bill requires the constant attention of Parliament. In this we heartily concur. We would further recommend that the condemnation of common lands to inclosure should in each instance be made the subject of a proper inquiry, the assistant commissioner being empowered to hold a court, and persons compelled by subpoena to give evidence before him.

CONTRACTS TO LOAD AND UNLOAD.

A CASE of *Nelson v. Richards*, recently before the Queen's Bench, but not reported, raises a question upon the construction of a contract to deliver to consignees within a reasonable time, and it was there decided that unless there is an express clause providing for contingencies, the delivery must be made subject to contingencies. There the facts were these: A ship, the *Rivulet*, arrived at Swansea, on Friday morning, the 2nd Oct., at eight o'clock, laden with calamine or oxide of zinc. She was not discharged until Saturday, the 17th Oct. She might have been discharged in six days if her discharge had commenced on her arrival, but seven other vessels, laden with zinc ore for the same consignee as the consignee of the *Rivulet*, had arrived in port before the *Rivulet* and four of the seven arrived the same day. The "unloading" in the terms of the charter-party was to be "through the charterer's agency at Swansea as expeditiously as the custom of the port would allow, for which special arrangements were made." The ore was unloaded into barges, and the distance they had to traverse was about three miles, and through locks. The unloading was accomplished expeditiously and with as much despatch as this mode of discharge permitted, and so far, "unloaded" with all reasonable despatch. But this despatch related only to the unloading, that is the taking of the ore out of the vessel and the claim for demurrage, for which the action was brought, depended on the delay preceding the unloading. The consignees took the vessels in turn, and employed as many barges as they could get.

Looking at this case in connection with previous decisions, we see that a nice distinction may exist where states of facts are somewhat different. In the above case the court said that the charterer could not be taken to have contracted that the port should be free, and that if the shipowner had desired to protect himself against possible delay by the happening of any contingencies he should have had a clause inserted in the charter-party.

The previous decisions are not numerous. The earliest that we know of—*Rodgers v. Forresters*, 2 Camp. 483—decided that if the freighter of a ship employed to bring a cargo of wine into the port of London, covenant to unload in the usual and customary manner at her port of discharge, he is not liable for detention of the ship in the London Docks, if she is unloaded in her turn into the bonded warehouses. There, however, there was a particular custom, that ships should unload in rotation. "The wines," said Lord Ellenborough, "might have been landed sooner, by an immediate payment of the duties; but since the bonding system was introduced, this has ceased to be the usual and customary mode of unloading a cargo."

Another case in the same volume, at p. 488, is that of *Burnester v. Hodgson*, and comes near the principal case which we have already mentioned. The facts were very similar to those in *Rodgers v. Forresters*, Chief Justice Mansfield holding, indeed, that the two cases were not distinguishable. It was therefore held that the consignee was not liable to make compensation to the owner of the ship in the nature of demurrage for any delay occasioned by the crowded state of the London Docks, although the cargo might have been landed sooner if the duties had been immediately paid.

This case, however, is apparently in conflict with a third case on the point, occurring in the same volume—*Randall v. Lynch*, p. 352. It was laid down there that if by a charter-party leave is given to detain the ship a certain number of days for the purpose of discharging her cargo, this amounts to a covenant on the part of the freighter, that he will not detain her longer; and further that the vicissitude of the crowding of the London docks was one for which the freighter was liable to the shipowner in respect of the delay in unloading. Lord Ellenborough said, "The question is whether the detention of

the ship arising from the inability of the London Dock Company to discharge her is, in point of law, imputable to the freighter; and I am of opinion that the person who hires a vessel detains her if at the end of the stipulated time he does not restore her to her owner. He is responsible for all the various vicissitudes which may prevent him from doing so. . . . The defendant is as much responsible for the want of a berth, as if it had arisen from tempestuous weather, or any other cause."

The reader will, of course, perceive that in this last case there was a contract of hiring for a fixed period, so that the question of reasonable delay did not arise. But from the decision we conceive that it could be forcibly argued that the freighter would be liable for the delay where there was no express contract, the condition being implied that all vicissitudes which give rise to claims for demurrage should impose a liability on the freighter.

In other cases the question what is a vicissitude which may reasonably cause delay, for which neither party can be made responsible to the other, has been somewhat arbitrarily decided. In *Adams v. The Royal Mail Steam Packet Company*, 28 L. J. 33, C. P. which was an action for not loading in the customary manner, the Judge was held rightly to have directed the jury not to take into consideration a delay occasioned by a strike among the colliers, and a dispute with a railway company, along whose line the coal had to be brought to the port for shipment, these not being matters contemplated by either party when the charter party was made. Chief Justice Cockburn said, "It happened that extraordinary circumstances arose which prevented the defendants getting their coals down to the vessel. That cannot now avail them. They ought to have protected themselves by a clause to that effect in the charter-party."

Mr. Justice Lush is said to have held that this case and another, to which we shall refer, were not applicable to the case of *Nelson v. Richards*, but in our opinion, there is very little in the distinction drawn between contracting to supply a cargo and contracting to unload, that the one is absolute, the other contingent. Could it be said that a contract to supply a cargo is invariably absolute? The question, however, is now concluded by authority, and must be considered as no longer open for discussion, for *Keaton v. Pearson*, 31 L. J. 1, Ex., established that a contract to load with usual despatch means "usual despatch of persons who have a cargo in readiness for the purpose of loading," and that if the party contracting to supply the cargo is prevented from obtaining it within a reasonable time, the loss must be his. This being so, we will only say that there are some cargoes which could not be kept in readiness. In *Keaton v. Pearson*, the cargo was coal. But what if it had been perishable?

The distinction, however, must be held sound on authority, and the deduction must be, first, that there can be no excuse for not loading at the time agreed upon, and secondly, that whilst delay may be excusable in unloading, the question of what contingencies will excuse delay is a question for the jury. If a time of hiring be agreed upon, all detention after that time must be paid for as demurrage, the fact of there being no berth available offering no excuse: (*Randall v. Lynch*, *sup.*) But where no time of hiring is agreed upon, the case of *Nelson v. Richards* recognises that contingencies must be considered, and that the crowded state of the docks is a contingency which will be taken into calculation.

COUNTY COURT ADVOCACY.

It is a delicate matter for a journal whose interests are absolutely identical with the interests of a profession to point out blots in that profession, and the conduct of its members. As a rule we are very reluctant to do it, but regarding the County Courts as a developing institution, we consider the duty incumbent upon us to correct abuses where they exist, and by deprecating what we think improper to check a repetition of the offence.

County Court advocacy is at present very largely in the hands of solicitors who, in the great majority of instances, emulate the courtesy and forbearance of the Bar, and leave really nothing to be desired. The occasions, however, on which counsel come into collision with one another and with the learned Judge, are very rare. This cannot be said with regard to the other branch of the Profession, and until

it can be said there will always be some barrier to the solicitors attaining the object of the ambition of so many of them. But we cannot say that this result is wholly owing to the solicitors. We have one instance before us which shows that a Judge may, in a great degree, govern the behaviour of those who practise before him. That it is hard to leave untouched an obstreperous advocate, we allow, but the temptation to meet such an one with his own weapons can rarely be submitted to without loss of dignity.

From a western court a local reporter sends us the following information: "It is a well known fact," he says "that Judge SAUNDERS and Mr. Attorney JOLLIFFE seldom meet without having a mutual 'go-in.' This may be all very well as a vent-peg for a lawyer who has a losing cause, or as a safety-valve for the wrought-up feelings of a Judge, whose ears are bored day after day with long and tedious cases, and some excuse may even be found in the fact that these passing flings between the Bench and the Bar afford amusement to the public, who generally swallow them with a great deal of gusto, but surely the unfortunate client who is in waiting is a subject for commiseration. If his case is to be left to the consideration of a jury, ten to one but they are listening to the legal retort courteous, instead of reviewing the arguments. Again, a Judge would be more than human, and Judges are but human, if he failed to give a combative lawyer a slap in the face when the opportunity presented itself, even if it were at the expense of a client; and an attorney would possess a more peaceable disposition than is usually exhibited if he did not at once destroy any favourable consideration that may have existed for his client, by returning an answer that must have the effect of raising the judicial ire. To his Honour it must be particularly trying, after sitting hour after hour, in a crowded room with the thermometer at 90, to have inflicted upon him a long-winded statement of the case of an hour's duration, that might have been laid before him with equal force and clearness in ten minutes; but at the same time it must be particularly mortifying to Mr. JOLLIFFE to be, in the middle of what appears to him to be an elegant peroration, suddenly pulled up with a remark from his Honour that raises a laugh at his expense in court among those who are only too pleased to see the humiliation of better men than themselves; or to be told in the midst of what he considers an acute examination of a witness, that in the judicial opinion, the question he has just put is an absurdity. If Mr. JOLLIFFE would consider that time is made, not only for slaves, but for men of business, and, accordingly, cut it short, all this would cease."

According to this local observer the fault is on the side of the attorney, but it is somewhat difficult to come to that conclusion on looking through the report of a case occurring at the court. We shall quote, however, not for the purpose of founding on the quotations any judgment of our own, but for the edification and amusement of our readers. The amusement will, no doubt, be as much caused by the kind of thing which law reporting is in the provinces, as by the eccentricities of the persons engaged in the scene.

Mr. JOLLIFFE called the attention of the jury to the *Six Carpenters'* case. We here quote:

His Honour.—Tell the jury what year that case was decided in.

Mr. Jolliffe.—That can't affect the decision. His Honour.—Well, tell them. Tell them that it was some centuries ago (derisive laughter in court).

Mr. Jolliffe.—That does not, for one single moment, alter the case. (To the jury): It is right and proper for me to tell you, and I hope and trust that I shall be allowed to make any observations without the slightest unnecessary interruption or annoyance—that in quoting this case I am quoting one of the leading cases of the land as bearing upon this point.

Juryman (of an inquiring turn of mind): We should like to know what year 't was decided in.

His Honour.—Oh, never mind, that makes no difference; it is a very old case, but it is established law.

Our readers will judge whether there was any necessity for this piece of banter. But better follows. His Honour asks where the *Six Carpenters'* case is to be found, and we think there is some cause for being ashamed of the following discussion, the peculiarities of the report notwithstanding:—

His Honour.—Where is the case to be found?
Mr. Jolliffe.—In Law Terms.

His Honour.—No, it is not. (Mr. Jolliffe begins to search a large volume of law.) Here, let me have the book; perhaps you haven't looked into it before, and I'll tell you.

Mr. Jolliffe (not quite certain, but near the mark).—In Coke's Reports.

His Honour.—No, it isn't; it's Cooke's. (Audience, whose sympathies lie with the defendant, go into ecstasies at Mr. Jolliffe's discomfiture.)

Mr. Jolliffe (who doesn't relish matters).—Well, wherever it's reported, it can make no difference; it is the highest authority in the case.

His Honour.—Well, you have not told us yet what you want it for; go on!

Upon this again we will say nothing, but proceed to a point in the proceedings where the Judge and a boy in the audience have it all to themselves. The reporter tells us:

A small model, made from a cigar box, was put in to show the alterations done to the premises.

His Honour (viewing it humorously).—That is the house that—

Sharp boy in the audience (promptly).—Jack built!

His Honour (facetiously).—No; the six carpenters. (Roars of laughter from appreciative listeners.)

The most marvellous part of the whole business, however, seems to have been the effect of the verdict of the jury for the defendant, the simple question involved relating to a breach of an agreement to repair. We are told that "on the announcement of the verdict there was loud and long-continued cheering, which the officers of the court found it impossible to check for some time, and immediately afterwards a peal of the church bells rang out, notwithstanding the late hour of the night."

And finally, to point the moral of this singular history, the reporter says, "This trumpery case was begun at twelve o'clock and finished at twenty minutes to ten. Mr. JOLLIFFE exhausted an hour and five minutes in opening it and fifty minutes in reply, thus occupying nearly two hours, or 20 per cent. of the time spent on the whole case."

COURTS-MARTIAL.

THERE are several points of interest and importance in the second report of the Courts-Martial Commission. The commissioners express their conviction, founded on the evidence of soldiers of all ranks, that, though there may be defects requiring correction, these courts have the confidence of the army, and are satisfactorily spoken of even by those who have suffered from their jurisdiction. The evidence laid before the commissioners has convinced them that military law as laid down in the Acts of Parliament and the Articles of War is in a complicated state, and that not only in the courts themselves, but even in the highest military departments, there is often much difficulty in arriving at a just conclusion, owing to the different sources to which reference has to be made. His Royal Highness the Field-Marshal Commanding-in-Chief has expressed an opinion that the frequent reassembling of courts-martial for the purpose of revising their proceedings is attributable mainly to the difficulty which the courts often experience in ascertaining the meaning of the Mutiny Act and Articles of War, and his Royal Highness strongly recommends that both should be revised, with a view to their being rendered more clear and simple. Other authorities cited agree in this opinion. The task of consolidating military law should be undertaken, the commissioners think, on the responsibility of Her Majesty's Government.

The commissioners advert to the opinion so often expressed that courts-martial are inadequate, as at present constituted, to deal with difficult questions of law which frequently arise in the course of military trials. Two remedies have been proposed—the one that the president of every general court-martial should be a barrister; the other, that more attention should be paid to the education of officers in military law, and that the office of deputy judge advocate should invariably be filled by a barrister or by an officer on whose advice in legal practice, and especially on points of legal evidence, the court could at all times confidently rely. The commissioners adopt the latter view. They think that, inasmuch as courts-martial are tribunals for the trial of issues, the determination of which must, to a great extent, depend upon the custom and usages of war and of military service, the president and all the members of the court should have a practical knowledge and experience in those usages, and that it is therefore essential to maintain strictly the military character of the court. At the same time no means should be neglected of securing to those who come

under its jurisdiction, as far as may be practicable, the protection afforded to a prisoner on his trial before one of the ordinary courts of law. It is recommended, therefore, that courts-martial should in the main be constituted as at present, and that the duties of deputy judge advocate should continue to be discharged as heretofore, but that in all appointments to that office, a competent knowledge of the laws of evidence, and of the procedure in the ordinary criminal courts, should be considered an indispensable qualification. It is also recommended that every subaltern officer, before sitting as a member of a court-martial, and previous to each step of promotion, should pass an examination before a board, of which a deputy-judge advocate, or some one deputed by the Judge Advocate General, should be a member, and conduct that part of the examination which relates to the duties of a member of a court-martial.

Whenever it is practicable, cases of embezzlement of more than common importance should be submitted to an ordinary criminal court, as having more experience in dealing with such charges, and greater facilities for thoroughly investigating them.

It is recommended that the present rule of examining witnesses in general courts-martial, which requires that questions shall be submitted in writing to the president of the court, previous to being put to the witness, shall be relaxed. It is clearly the duty (the commissioners say) of the president and Judge-Advocate to protect the prisoner from any improper question, and they recommend that wherever the services of a sworn shorthand writer can be conveniently obtained, and a full and accurate record of the proceedings thereby secured, the examination be conducted *viva voce* as in our ordinary courts. By the present Articles of War a prisoner under trial before a general court-martial is not entitled as of right to a list of the witnesses to be brought against him. The commissioners think that this right should be conceded to him, and a list of the witnesses, together with the charges, should be furnished to him as a matter of right a reasonable time previous to the trial, and that he should also have reasonable notice of any additional witnesses whom in the course of the proceedings it may be found desirable to adduce.

When a prisoner is found not guilty, the finding should be announced in open court, and the prisoner immediately discharged. In the case of a verdict of "guilty," the verdict should also be announced in open court, and the sentence declared. The prisoner should be detained in custody, but the sentence should not be further carried out until the legality and propriety of the verdict and sentence have been examined by the proper authority.

The following is a summary of the chief alterations which the commissioners recommend:

1. That the Mutiny Act and Articles of War should be carefully redrawn.
2. That a text-book on military law be prepared for the convenience and instruction of officers, and for the use of courts-martial.
3. That a stricter examination of officers in military law be enforced, such examination to be conducted before a board of officers by a deputy-judge advocate, or some one deputed by the judge advocate-general.
4. That the convening officer of a district court-martial be enabled either at his own discretion, or on the application of the prosecutor or prisoner, to require the attendance of a deputy-judge advocate.
5. That for this object the present number of deputy-judge advocates be increased.
6. That with the view to reducing the number of regimental courts-martial enlarged powers be given to commanding officers.
7. That whenever the services of a shorthand writer can be obtained the examination of witnesses before a general court-martial be conducted *viva voce*.
8. That cases of embezzlement be submitted to the ordinary criminal tribunals, where there are facilities for so doing.
9. That in general courts-martial the lists of witnesses, together with the charges, be furnished to a prisoner as a matter of right previous to trial, and that he should also have reasonable notice of any additional witnesses whom in the course of the proceedings it may be thought desirable to adduce.
10. That the practice of reassembling a court for the purpose of revising their proceedings be discontinued, power being given to the confirming authority in certain cases to commute the sentence.
11. That a regimental court should only be had recourse to when a district court cannot conveniently be assembled, and that it be composed of officers of not less than three years' standing.
12. That the proceedings of all regimental courts be forwarded to the general officer commanding the district.

With regard to military punishment, the commissioners recommend:

1. That one or more central military prisons be established, in which an improved system of military discipline can be carried on, in which separate confinement shall form an indispensable part, and that until that time arrangements should be made with the authorities of civil prisons for the reception of the requisite number of military prisoners, care being taken to separate them as far as possible from the other prisoners.
2. That the term habitual drunkenness as applied to the fourth offence be abolished.
3. That a scale of fines be substituted for the present system of imprisonment for this offence.

4. That such fines constitute a fund for the benefit of the army generally.

5. That the punishment of non-commissioned officers need not necessarily be accompanied by reduction to the ranks.

6. That greater facility be afforded for the discharge of men of bad character.

7. That the practice of "marking" be abolished when altered circumstances referred to in the report will admit of it.—*Pall Mall Gazette*.

SAYINGS AND DOINGS OF THE COURTS

[CONTRIBUTED BY THE REPORTERS OF THE SEVERAL COURTS.]

HOUSE OF LORDS.

Judgment in three cases, two of much general interest, was given on Tuesday last.

In the *Great Western Railway Company v. Sutton*, in error from the Exchequer Chamber, the question raised, as to the legality of charging to carriers an exceptional rate for the conveyance of "packed parcels," was one that has been for nearly thirty years past constantly before the courts. The respondent sued the appellants to recover over-charges made by them. The declaration contained counts for money had and received, and on account stated. The circumstances were these:—Sutton was a carrier, and his chief business was to collect parcels at a central office in London. These he packed together according to the places of their consignment, and forwarded them by railway to his country agents for delivery to the various consignees. Such packages, on being declared "packed," were charged by the railway company at the highest rate named in their tariff, and 50 per cent. in addition. At the trial, before Baron Martin, evidence was given for the plaintiff to the effect that various wholesale houses (not carriers) for the accommodation of tradesmen and customers, were in the constant habit of sending "packed parcels" by defendants' railway, and that these were not charged as "packed," but at a less rate. There was no proof that defendants were ever informed that the parcels were packed, but no questions were asked. The jury found a verdict for the plaintiff. On a bill of exceptions, to the admission of evidence and the summing up by the learned judge, it was held by the Exchequer Chamber (Chief Justice Erle dissenting) that the evidence above mentioned was properly admitted; that the judge was right in directing that there was evidence that defendants had knowingly carried parcels for other persons, "containing goods of a like description and under like circumstances," at a less rate than for the plaintiff; and that in the absence of any evidence that the difference of charge was on account of a difference of the contents of the parcels or of the circumstances under which they were carried, the jury were justified in concluding that the extra charge was within the meaning of and against 7 & 8 Vict. c. iii., s. 50, providing that "no reduction or advance in any charge shall be made partially . . . in favour of or against any particular company or person." A full report of the case will be found in 13 L. T. Rep. N. S. 221. Lord Chelmsford delivered judgment, in which Lords Colonsay and Cairns concurred, to the following effect:—There were three questions—(1) Whether there was evidence to go to the jury that the appellants knowingly charged the respondent at a higher rate than the wholesale houses for packed parcels? (2) Whether the evidence stated above was properly admitted? (3) Whether an action for money had and received would lie to recover the over-charge? Now, there was the direct evidence of several persons that hundreds of packed parcels were carried day after day by the appellants for wholesale houses, and this without objection or extra charge. No specific instance in which the appellants were informed that these parcels were "packed" had been proved; but that was not necessary. The appellants could have given notice that packages, unless otherwise declared, would be assumed to be "packed parcels," and charged accordingly. Information of the fact might therefore have been obtained. It was essential that the equality clauses of the Act (7 & 8 Vict. c. iii., s. 50; 10 & 11 Vict. c. cxxvi., s. 53) should be strictly observed, to prevent the favouring of particular parties and a monopoly by the railway companies. Charges had not been made "equally . . . to all persons" for the conveyance of goods "of a like description and quantity . . . and under the like circumstances." The packed parcels, whether of Sutton or the wholesale houses, did not differ in themselves; the only difference was that the persons sending. And it could not be said that Sutton's packed parcels were not carried "under the like circumstances," because he was an intercepting carrier. There was, therefore, a violation of the Acts. The evidence was admissible. It was but general proof, but it was the only means available to prove that for which it was offered. The form

of action was right. The case fell within the principle that, under this count, money may be recovered that has been paid unlawfully under compulsion. The judgment on this point in *Barendale v. Great Western Railway Company* (9 L. T. Rep. N. S. 814) was conclusive that the action will lie. In the present case, the respondent did not complain merely that other customers "have the same benefit for less money" (as it was put by Chief Justice Erle, in *Barendale v. Great Western Railway Company*, 8 L. T. Rep. N. S. 838), but that other persons having been charged less, he was entitled to pay only the same charge as they. The judgment of the Exchequer Chamber would therefore be affirmed.

In the case of the *Hammersmith and City Railway Company v. Brand and wife*, an action was brought by the respondents to recover a sum, which a sheriff's jury, on an inquiry held under the provisions of the Lands Clauses Act, had assessed as compensation for the depreciation in value of a house belonging to the female respondent through vibration caused by passing trains in the ordinary traffic of the line. The fact was admitted by the appellants, but they denied that the claim to compensation could be supported. The railway crossed a road on a viaduct, near the respondents' house, and the company paid compensation to them for obstruction of light, air, and way, and for damage to their garden by lime-dust during the construction of the railway. The vibration caused no structural injury. No land of the respondents had been taken by the company. The railway was constructed by the appellants, but used exclusively by the Great Western. The court of Queen's Bench, justices Mellor and Lush, held that compensation could not be recovered, claims to compensation under the Lands and Railways Clauses Acts being limited to damage resulting from the execution of the works, and not extending to damage resulting from the carrying on, without negligence, the ordinary business of the company. And the court further expressed an opinion that no action would lie, the act complained of being one authorised by the law: (13 L. T. Rep. N. S. 501; L. Rep. 1 Q. B. 130.) In the Exchequer Chamber (16 L. T. Rep. N. S. 101; L. Rep. 2 Q. B. 230) the judgment of the Court of Queen's Bench was reversed by Baron Bramwell and Justices Keating and M. Smith, Baron Channell dissenting. The grounds of that judgment, as stated by Baron Bramwell, were these: A nuisance had here been created to the occupiers of these premises, which would be actionable at common law. There must be a remedy either by action or under the compensation clauses of the Lands and Railways Clauses Act. The case of *Vaughan v. Taff Railway Company*, 2 L. T. Rep. N. S. 394; 5 H. & N. 679, decided that no action would lie in such a case as the present. The remedy must, therefore, be under the Acts referred to. (The case was apparently tried in the courts below as if the damage had been caused by "vibration, noise, and smoke," but on the case before the House of Lords it appeared that the jury had assessed the sum claimed as compensation for damage by "vibration" only.) Lords Chelmsford and Colonsay now gave judgment to the following effect: There had been a difference of opinion among the learned judges who had advised the House. The present case was within the principle of the *Caledonian Railway Company v. Ogilvy*, 2 Macq. H. of L. Cas. 229, and *R. v. Pease*, 4 B. & Ad. 30, and since the damage complained of was inevitable in the ordinary working of the line, it must be taken to have been sanctioned and contemplated by the Legislature in authorising the construction and use of the line. Baron Bramwell, in his opinion to the House, thought that the case of *Vaughan v. Taff Railway Company* (*ubi sup.*) was wrongly decided, but in the judgment of their Lordships there was no remedy by action. The remedy, if any, must then be under sect. 6 or 16 of the Railway Clauses Consolidation Act (8 Vict. c. 20). Now sect. 6 must be construed to limit compensation to cases where damage was caused by "the construction of the railway and the works connected therewith." And sect. 16 is limited to damage sustained by the exercise of the powers therein conferred. The present case was within neither of these sections. No compensation was given by the Acts, where damage arose from the proper use of the railway. Their Lordships must therefore hold reluctantly, that the respondents were without remedy, and the judgment of the Exchequer Chamber would be reversed. Lord Cairns dissented on these grounds: An action would not lie. The headings to the groups of sections in the Railway Clauses Consolidation Act were fallacious as to their scope. Sect. 16 was not to be limited to compensation for damage by the exercise of the powers immediately before enumerated only. The Legislature must be taken to have considered the railway as a working concern, and to have intended compensation in all cases where damage arose through the working. There might be a difficulty, as suggested by the judges, in assessing the damage done in the present case, but the jury had found a certain sum

due, and this the respondents were entitled to recover. Judgment in the Exchequer Chamber was reversed.

The hearing of the case of *Foreman v. the Company of Free Fishers and Dredgers of Whitstable* was noted in "Sayings and Doings" for July 3. It was a claim by the respondents to anchorage tolls. In *Gann v. the Free Fishers, &c., of Whitstable*, it had been held in the House of Lords (12 L. T. Rep. N. S. 150) that the company were not entitled to the tolls claimed, because they had failed to prove some corresponding advantage to the public, which would support, as consideration, this limitation of the public right of free navigation on the seas. In the present case, accordingly, the claim was supported by evidence that the company keep, and have long kept, buoys, beacons, and lights, to mark the bounds between the oyster-beds and the anchorage ground, and further that before and since the time of legal memory Whitstable had been a port. The judgments of the Common Pleas and Exchequer Chamber were that the above constituted a sufficient consideration to support the claim to toll (16 L. T. Rep. N. S. 747; 18 Ibid 735). There was then an appeal to the House of Lords, on a special case. The Lord Chancellor and Lord Chelmsford (Lord Colonsay concurring) now gave judgment, in accordance with the unanimous opinion of the judges, affirming the judgment of the Exchequer Chamber, and dismissing the appeal with costs. Their Lordships considered that the existence of a port was proved, and that this, in connection with the company's ownership of the soil and the immemorial payments, supported the claim to toll.

In the *Wicklow Peerage* case, a Committee for Privileges met on Monday last. Mr. Serjt. Ballantine (with whom was Mr. Charles Clark) appeared on behalf of Mrs. Howard, the mother of the infant claimant. He said that Mrs. Howard having presented a petition *in forma pauperis* for the purpose, had had counsel assigned to her on the previous Wednesday. He now asked for an adjournment, in order to give time for the preparation of a case. The House, after consideration, ordered that a printed copy of Mrs. Howard's case should be delivered to the agent for the other claimant on Monday the 19th inst., and the hearing was then adjourned to Thursday the 22nd inst.

The arguments in the case of the *Duke of Buccleuch v. Wakefield and another*, with a cross appeal, were completed on Tuesday last. These were appeals from a decision of the Court of Chancery, reported in 15 L. T. Rep. N. S. 462, and in L. Rep. 4 Eq. 613. The Duke of Buccleuch was represented by Sir R. Palmer and Mr. Freeling; and Mr. Wakefield by Mr. Mellish and Mr. Everitt. Mr. Wakefield is the owner in fee simple of a parcel of land situated in the manor of Plain Furness, in the county of Lancaster, and the appellant, as the lord of that manor, claims the right to work the mines and minerals under the land. Mr. Wakefield claims to be the owner, not only of the surface of the land, but also of the minerals under it. The land in question was part of certain lands inclosed under a private Act, and formed part of those which were sold to pay the expenses of the inclosure. Mr. Wakefield does not dispute the right of the duke to work the minerals under the lands allotted to the customary tenants of the manor, but contends that he has no right to work the minerals under the lands sold for the purpose of defraying the expenses of the inclosure. Owing to the peculiar nature of the minerals and of the surface of the soil, it is alleged that it is impossible to work the minerals without entirely destroying the surface of the land belonging to Mr. Wakefield. Mr. Wakefield complains of the decree of the court below on the ground that it declared the duke entitled to the minerals beneath his land, and the duke complains of it on the ground that it declared that he was not entitled to work the minerals so as to cause a subsidence of the surface of the land belonging to Mr. Wakefield. At the conclusion of the arguments, their Lordships took time to consider. Further consideration postponed *sine die* accordingly.

JUDICIAL COMMITTEE OF THE PRIVY COUNCIL.

THE following are the only cases of interest that have occurred since those reported in last week's "Sayings and Doings":—

Ryland v. Delisle was heard on Tuesday, July 6. This was an appeal from a judgment of the Court of Queen's Bench for Lower Canada, reversing on appeal a judgment of the Superior Court of the District of Montreal. The respondent was a shareholder in the Montreal and Bytown Railway Company, and was also the president of the company. In the company's books he was credited with the sum of 1000*l.*, which had been voted to him for his services as president. One Doutre recovered judgment in an action against the company, and took out execution against the property of the company. Doutre transferred his interest in the judgment and execution to the respondent, who thereupon brought an action to recover the sum so due,

amounting to 638*l.*, against the appellant, as a shareholder. The action was founded on sect. 80 of the Consolidated Statutes of Canada, c. 56, which enacts that each shareholder shall be liable to the creditors of the company to an amount equal to the amount unpaid on the stock held by him, until the whole amount of his stock shall be paid up. Now at the time of the action 900*l.* remained unpaid on stock held by him, but he put in a plea of compensation, alleging that the sum owing on the stock was extinguished by the 1000*l.* credited to him in the books of the company. The judgment of the Court of Montreal, in favour of Ryland, was reversed in the Queen's Bench of Lower Canada, the latter court considering that the plea of compensation was good under art. 1183 of the Civil Code of Lower Canada, which is as follows: "Compensation takes place by the sole operation of law between debts which are equally liquidated and demandable, and have each for object a sum of money or a certain quantity of indiscriminate things of the same kind or quality; so soon as the debts exist simultaneously they are mutually extinguished in so far as their respective amounts correspond." Mr. A. H. Thesiger and Mr. H. W. Austin, for the appellant, contended that the statute did more than transfer to the creditors of the company the rights of the company against its shareholders, for it gave a personal and original right to the creditor, which might be exercised even though no right to sue belonged to the company. And no compensation could have accrued, for the company had not called up the amount unpaid on the respondent's shares, and so there was no "debt" from the respondent to the company within the meaning of the code. Mr. Mellish, Q. C. and Mr. W. W. Kerr, *contra*, for the respondent. Their Lordships now reversed the judgment of the court below, with costs.

On Wednesday, July 7, a question of fraudulent preference was raised in the case of the *Chartered Bank of India, Australia, and China, v. Evans and another*, then heard. This was an appeal from a judgment in the Supreme Court for China and Japan, reversing that of the Court of Hankow. The respondent, the creditors' assignees of M'Kellar and Co., the appellants, were a banking firm, of which M'Kellar and Co. were customers. The appellants were in the habit of discounting bills for M'Kellar and Co. On 25th June 1867, the appellants, there being then several bills running, applied to M'Kellar and Co. for an additional margin of 15 per cent. upon them. On 27th June M'Kellar and Co. paid 10,000 taels as such margin, and on the following day stopped payment. The respondents brought an action to recover a sum of 12,000 taels, alleged to have belonged to M'Kellar and Co., and to have been in the appellant's hands at the date of the adjudication of bankruptcy of the above firm. In their answer, the appellants alleged that the sum of 10,000 taels was in pursuance of a special agreement with M'Kellar and Co., carried to a special account, called the "Margin Bills Account." The court of Hankow gave judgment for the defendants (the bank), on the ground that the transaction was a perfectly justifiable mercantile one; that the bank did not know that M'Kellar and Co. were about to fail on the 27th June, and that there was no fraudulent transfer by M'Kellar and Co. to the bank. The Supreme Court reversed this judgment, considering that, on the evidence, the payment was a fraudulent preference, made voluntarily and in immediate contemplation of bankruptcy. Their Lordships, without calling on Sir Roundell Palmer to reply, reversed the judgment of the court below.

Anderson and others v. The Pacific Fire and Marine Insurance Company, on appeal from the Supreme Court of Victoria, was also heard on Wednesday, July 7. The appellants were the chairman and directors of the Australian Alliance Assurance company, and the original action was brought against them by the respondents to recover the amount of a re-insurance on a ship destroyed by fire. The appellants pleaded that there was a misrepresentation as to a fact material to the risk of the re-insurance. The application for re-assurance was made on a printed form, furnished by the appellants, specifying heads of particulars, the details of which were filled in by the respondents in writing. In this form there was an entry "Valued at 6000*l.*; insured only for 4000*l.*" There was also a list of other offices in which the ship was insured, with amounts. But there was no mention of an insurance for 1500*l.*, which, it appeared, had been effected by a mortgage of the ship, without the knowledge of the respondents. This was the misrepresentation relied on in the plea. A verdict having been found for the appellants on this plea, the respondents subsequently obtained a rule *nisi* to enter the verdict, on the ground that the representation that the ship was insured only for 4000*l.* did not include insurances made by other persons than the respondents, and the rule was made absolute by the Supreme Court of Victoria. This judgment was now affirmed by their Lordships, without calling on Mr. Mellish, Q. C. for the respondents.

On Thursday, July 8, the only case heard that we need notice was that of *Wilson and another v. Trill*, on appeal from the Supreme Court of Victoria. The appellants, merchants in Melbourne, purchased from Threlkeld and Co., of Sydney, a large quantity of tea. Part was delivered and payment made generally on account; but acceptance of some parcels was refused, as not corresponding with the tea purchased, and the appellants brought an action against Threlkeld and Co. for non-delivery. Now these parcels having been shipped from Sydney to Melbourne, Threlkeld and Co. drew on the appellants for the amount due on the consignment, transmitted the bills so drawn through the Oriental Bank for collection, and delivered the bills of lading to the bank with direction to deliver the teas to the appellants on their acceptance of the bills. The writ in the action for non-delivery was returned *non est inventus*, and the appellants then issued a writ of foreign attachment, directed to the respondent as manager of the Oriental Bank, attaching the teas in his hands to answer the claim in the action. The respondent was examined as garnishee, but in his examination he made no reference to a notice previously served on him by one Tange, a merchant of Sydney, to the effect that the teas belonged to him, having been placed in the hands of Threlkeld and Co. for sale by them as auctioneers. An order was accordingly made attaching the teas in the respondent's hands, as if they actually belonged to Threlkeld and Co., and at the request of the garnishee part of the tea was directed by the said order to be sold. The latter part of the order was afterwards set aside for informality, but the attachment was not disturbed. An order in proper form was subsequently issued, but before service of it all the tea had been removed by directions of the central office of the bank in Sydney, from Melbourne to Sydney. An application was thereupon made to the Supreme Court that the garnishee might be ordered to pay damages for having thus parted with the goods, and sent them out of the jurisdiction of the court. The application was opposed, mainly on the ground that the tea was not the property of Threlkeld and Co. The court held that the evidence was clear as to the tea being the property of Tange, and that therefore, though the conduct of the garnishee was unjustifiable, the summons must be dismissed. The appellants were dissatisfied with this judgment, and obtained leave to appeal. But their appeal was now dismissed, without calling on counsel for the respondent.

On the other days of sitting, the hearing of the Indian appeal cases has been continued.

ROLLS COURT.

Among the cases worthy of notice which have occurred during the past week we may mention in the first place *Griffiths v. The Cambrian Railway Company*, which was a motion, under the 36th section of the Cambrian Railways Act 1868, for liberty to prosecute the decree in the suit by selling certain land, which had been taken from the plaintiff, for the purposes of their undertaking, by the Aberystwith and Welsh Coast Railway Company, which was now merged in the defendant company. The plaintiff had filed his bill in 1867, and obtained a decree for specific performance and a declaration of lien on the land for unpaid purchase-money and costs. The chief clerk, more than a year ago, found that there was due in respect of purchase-money 125*l.*, and in respect of costs 16*l.*, for payment of which it seems the plaintiff had frequently applied, but in vain. The 36th section of the Cambrian Railways Act 1868, under which this motion was made, provides that from and after the passing of the Act no action, suit, or other proceeding against the company, or affecting the property of the company, except proceedings against the company as carriers of goods or passengers, or in respect of liabilities contracted after the passing of the Act, shall be continued or commenced during the period of five years, unless with the leave of the court, and upon such terms as the court may impose. On behalf of the company it was contended, that the motion should be refused, as the effect of giving liberty to proceed before the expiration of the period of five years would be, that all the company's creditors would apply for leave, and the company would be overwhelmed with the costs of such applications. His Lordship said, that as the company had got the plaintiff's land without paying him for it, he must give the plaintiff leave to proceed to a sale under the decree. He would give him liberty to do so, if the money were not paid on or before the third seal in Michaelmas Term.

In *Attorney-General v. Merthyr Tydvil Local Board of Health*, a motion for a sequestration order was made on behalf of Messrs. Nixon, Taylor, and Co., the relators in the suit. Messrs. Nixon and Co. were the owners of large collieries near Merthyr Tydvil. In September last they obtained an injunction to restrain the nuisance

occasioned by the flow of a portion of the sewage of Merthyr Tydvil into the river Taff, which flows through the relators' property. The nuisance was caused by the construction by the defendants of a culvert, in pursuance of a scheme for draining the town. The defendants had not obeyed the injunction, and the nuisance still continued; hence the present motion. There was also a cross-motion on the part of the defendants to dissolve the injunction. In support of the cross-motion it was submitted that the defendants had done all in their power to abate the nuisance, but that the only effectual mode of doing so, was by irrigating a large surface of land with the sewage. With this object in view they had recently acquired three hundred acres of land, and an irrigation scheme was under consideration, but could not possibly be carried into effect before November. His Lordship directed the order for sequestration to issue on the undertaking of the relators not to put it in force until the second seal in Michaelmas Term.

Jones v. Rosher was a suit instituted by the lessee of Rosherville Gardens for specific performance of an agreement made in March 1841, by which Mr. Jeremiah Rosher agreed with the Rosherville Gardens and Pier Company to grant leases of the property, which comprised the gardens, the pier, and some adjoining building land, and the company agreed to build houses, and to make roads on the property. The agreement provided that leases should be granted of the houses as they were respectively finished, at specified rents, and that when the rents amounted to a certain sum, the rest of the property should be demised to the company or their assigns at a peppercorn rent. The Rosherville Gardens and Pier Company performed its part of the agreement long ago, and the company was wound-up in 1859. The property is now vested in the plaintiff for the residue of the term, of which several years are unexpired. Roads were made in accordance with the agreement, but had never been taken over by the parish authorities; they still remained private roads, and were maintained by the plaintiff. The rents reserved by the leases having reached the fixed amount, the plaintiff claimed that he was entitled under the agreement to have the rest of the property, including the roads, demised to him at a peppercorn rent. The only question in dispute was whether he was entitled to have the roads demised to him, or whether he was merely entitled to a right of way over them. It appeared that the plaintiff's reason for desiring to have the roads demised to him, was in order that he might be able to get rid of a cab-stand which was placed in the immediate vicinity of his house. His Lordship suggested a compromise; and it was at length agreed among the parties that measures should be taken for the purpose of giving up the roads to the care of the parish authorities.

Kerr v. Baroness Clinton was a suit instituted for the administration of the trusts of the will of the late Baron Clinton. The only question of importance which arose in the suit was, whether, on the construction of the will, certain mortgages on the real estate of the testator should be paid out of his personal estate, or whether a sum should be raised out of his real estate to pay off the mortgages. By his will the testator directed his personal estate not specifically bequeathed to be applied in the payment of his just debts and funeral and testamentary expenses, and he gave the surplus thereof to his wife absolutely; and in a subsequent part of his will he declared that his trustees should stand possessed of his real estate upon trust, by sale of any portion of it, or of the timber thereon, to raise such sum as his personal estate might prove insufficient for payment of the subsisting mortgages on his real estate. At the time of the testator's death the real estate was subject to charges amounting to 46,500*l.*, of which 40,000*l.* had been charged by his brother, and the remaining 6500*l.* had been charged by himself in payment of his brother's debts, so that no portion of this charge was in reality a debt due from the testator himself. The question for the decision of the court was, whether the Baroness Clinton was entitled to the surplus of the personal estate, after payment of the testator's just debts and funeral and testamentary expenses, or whether, by the subsequent clause of the will, the mortgages on the real estate were, by implication, thrown on the personal estate. His Lordship said, that the two clauses of the will appeared to be inconsistent with each other, the former giving Lady Clinton the surplus of the personal estate after payment of debts, &c., and the latter appearing to throw the payment of the mortgages on the personal estate. It was a well-established rule that where two express bequests in a will were contradictory, the latter must prevail; but his Lordship was of opinion that he could not extend that rule, and hold that a charge by implication in the latter part of a will must override an express gift of the surplus in the earlier part of the will. He must, therefore, hold that upon the true construction of the will the personal estate of

the testator was not liable to the payment of the mortgage debts, and that Lady Clinton was consequently entitled to the surplus remaining after payment of the testator's just debts and funeral and testamentary expenses.

Re The Accidental Death Insurance Company was an adjourned summons for the appointment of an official liquidator in the place of Mr. George Whiffen, who resigned his office in May last. The chief clerk had decided that Mr. James Cooper was the most suitable person for the office. Thereupon the summons was adjourned into court at the request of Messrs. Foster and Hearne, on behalf of the committee of shareholders of the company. These gentlemen supported the appointment of Mr. Edward Hart as official liquidator; they represented sixty-three shareholders, holding 1130 shares. Mr. Cooper was supported by twenty creditors, claiming 19,000*l.*, and by four debenture holders. The other candidates for the office were Mr. Lowell Price, who was supported by creditors to the amount of 17,000*l.*; Mr. Chatteris and Mr. Louis Henry Evans, who were, comparatively, but slightly supported. His Lordship said that these applications for the appointment of official liquidators were most unsatisfactory. The real question in all these cases was, who was to be the solicitor to conduct the winding-up, and not who was to be the official liquidator, who was generally merely a tool in the hands of the solicitor. The speeches of counsel on these occasions might be stereotyped; they were always the same. These applications ought to be disposed of in chambers, where the real facts were known, instead of being adjourned into court, where they wasted time, beside leading frequently to appeals. His Lordship said that the only question which he had to consider in this case was whether it was more desirable that the shareholders or the creditors should have the conduct of the winding-up. He thought that the shareholders should have it, and for this reason, that as the shareholders could get nothing until the creditors were paid in full they would be more likely to take care of the assets of the company than the creditors, who never cared for anyone but themselves. He should therefore appoint Mr. Edward Hart, whose supporters should have their costs out of the estate; he should also give one set of costs to the supporters of Mr. Cooper and Mr. Price, but none to those of the other candidates.

Wilkinson v. Lindgren of which we gave a short notice two weeks ago, was re-argued, at the request of the charitable institutions to which the testatrix in the suit had given legacies. The suit had been instituted for the administration of the trusts of the will of Mrs. Mary Davison, who died in 1842. By her will, after giving certain legacies to several charitable institutions, the testatrix gave the residue of her personal estate to and among the different institutions thereinbefore named, or to any other religious institutions or purposes as her executors in their absolute discretion might think proper. When the case was heard on further consideration, about a fortnight ago, his Lordship held that the gift of the residue was void for uncertainty, and that the next of kin took it accordingly. The case was now re-argued on behalf of the charities; and his Lordship held that the word "religious" must be construed to refer to purposes as well as institutions, and that the gift of the residue was a good and valid charitable bequest.

V. C. STUART'S COURT.

The following cases worthy of notice have been decided during the past week:

Robinson v. Wood, which came on for further consideration on a summons to vary the certificate. The only question was as to the rate of interest payable on the following warrant of attorney, dated the 2nd May 1864: "The within warrant of attorney is given to secure payment of 1330*l.*, with interest thereon after the rate of 5*l.* per cent. per calendar month, on the 2nd June next, judgment to be entered up forthwith; and in case of default of payment of the said sum of 1330*l.* with interest thereon on the day aforesaid, execution or executions, &c., or process, may then issue for the said sum of 1330*l.* and interest, with costs of entering up judgment, &c." The testator died shortly after the execution of the instrument, and judgment was not entered up. The chief clerk had allowed interest at the rate of 5*l.* per month from the date of the instrument. The Vice-Chancellor decided that the agreement to pay 60*l.* for interest was limited up to the 2nd July 1864 for a month and not longer. It was the intention that judgment should be entered up forthwith, when the interest would only be 4*l.* per cent. The certificate must be varied.

In *Botten v. Codd*, *Goodman v. Codd*, the question turned upon the right of an illegitimate child to take under a bequest to children. The facts were these:—Henry Goodman, of Harefield, Middlesex, by his will, in Aug. 1857, bequeathed the sum of 200*l.* to Edmund Goodman, the son of Mrs. Ann

Davis, of Pinner, before her marriage with her present husband, and then bequeathed to his three trustees the sum of 500*l.* to invest, and to pay the annual income to the incumbent of Harefield church and the overseers of that parish, and he directed that such income should be laid out by them in the purchase of so much of the best flour, raisins suitable for making puddings, and good beer as would be sufficient to give fifty poor families, inhabitants of the parish of Harefield, a quart of flour, one pound of raisins, and two quarts of good beer to each family, to be distributed on Christmas Eve in every year, and to lay out the surplus, if any, of the income in the purchase of bread to be distributed amongst such poor inhabitants of the said parish as the incumbent and overseers should select. The testator, after directing that the income of his residuary estate should be paid to his brother John for life, bequeathed the capital for the benefit of such children or child of his brothers and sisters, and his deceased wife's sisters, respectively, as should be living at the decease of his brother John, and who should attain the age of twenty-one years, as tenants in common. The testator died in April 1858. He had three brothers and two sisters, all of whom, excepting his brother John, died long before the date of the will, and John Goodman died in March 1867. Ann Davis had two legitimate children, who died long before the date of the will, and she had one illegitimate child, the said Edmund Goodman. The testator was well acquainted with the state of the families of his brothers and sisters at the time of making his will and of his death, and he was well aware, at the time of making his said will, that his sisters were dead, and that Ann had had one illegitimate child, viz., Edmund Goodman, and that he was then living. Under these circumstances, Edmund Goodman, as the only child of the testator's sister Ann, claimed to be entitled to a share of the residuary estate and to participate therein with the children of the testator's brothers and wife's sisters. But on application to the trustees they refused to pay him any share of such residue, and consequently a bill was filed for the administration of the estate and for a declaration that Edmund Goodman was entitled to a share of such residue. The cause now came on upon further consideration. The certificate of the chief clerk stated that excepting Edmund Goodman, an illegitimate child of Ann Goodman, afterwards the wife of William Davis, who was born on Feb. 23, there was no child of any sister of the testator living at the time of the decease of John Goodman; further, that the testator had only two sisters—Mary Ann, who predeceased the testator, an infant, and unmarried, and Ann, the wife of W. Davis, by whom she had two daughters, only one of whom died in her lifetime, an infant, and the other shortly after her death, in 1837, an infant. Ann left her surviving Edmund Goodman, who, on his mother's death, when he was nine years old, went to reside with the testator, and remained with him till he attained sixteen years. The question whether Edmund Goodman was one of the persons entitled to share in the residue was submitted to the court. The Vice-Chancellor held that the residuary bequest only included legitimate children, and consequently that Edmund Goodman was entitled to no share. He ordered the charitable bequest to be paid into court, and carried to a separate account, and gave the parties interested liberty to apply as to the mode of dealing with it.

Willatts v. Flint was a suit for the administration of the estate of William Willatts (deceased). The testator by his will, dated in 1867, after disposing of part of his property, made the following provision:—"Whereas for a long time prior to my marriage, in 1835, I had determined to make over a sum of money to missionary purposes, and resolved to leave the same by will, or otherwise secure the amount to such purposes, and, whereas, I found it to be impracticable to settle the same at my decease, I did on the 19th Nov. 1858, execute a trust-deed to establish a charity called by name 'Mr. Willatts' Poor Man's Guide to Eternal Life,' appointing 100 guides at 4*l.* per annum each, payable at 15*s.* 4*d.* per week. Then followed the names of the trustees, and a request that his executors should from time to time inquire into the administration of the fund, and then the testator gave to his executors all his freehold, leasehold, and personal estate upon trust to pay certain annuities. The question to be decided was whether the leaseholds ought to be converted. The Vice-Chancellor decided that they ought not, and ordered the trustees to pay into court sums sufficient to answer the annuities.

In *Collins v. Lewis*, James Dew, of Henbury, Gloucestershire, in 1861, by will, gave certain specific legacies, and then devised to the use of his wife for life all his real estate situate at Woodlands, in the parish of St. Briavel's, Gloucestershire, and after her death he gave the same to his trustees, with all the residue of his real and personal estates, upon trust for his niece for life, with remainder for her children. The testator died in 1864. The executors renounced probate, and the

niece, who was the testator's heiress-at-law, became legal personal representative, and finding insufficient personality to pay the testator's debts, but considerable real estate, filed this bill for an administration of the trusts. The question was, whether the legacies were payable out of the realty, and it was contended on the authority of *Hensman v. Fryer*, 1 Rep. 3 Ch. App. that where personal estate is insufficient for the payment of legacies, the legatees have a right to resort to the realty, or to have the debts marshalled.—The Vice-Chancellor, however, being of opinion that *Hensman v. Fryer* was at variance with the previous authorities, declined to follow it, and made a declaration to the effect that the legatees had no right to resort for payment of their legacies to the real estate.

The causes of *Waterlow v. Sharp*, and *Gardner v. Sharp* came on to be heard on further consideration on the 7th and 8th inst. The questions in dispute were first, whether creditors whose debts were not due or payable at the date of the rolling stock deed, viz., the deed of the 19th Jan. 1867, executed by the London, Chatham, and Dover Railway Company for the benefit of their creditors, were entitled to claim under it; and, secondly, whether creditors holding securities were entitled to prove for the full amount of their debts, as was the rule in Chancery, or merely for the difference between that amount and the value of their security, as was the practice in bankruptcy. The first point involved the question whether debentures to the amount of 3,400,000*l.*, which had fallen due since the date of the deed, were debts which could be proved under it, and was of considerable importance to the other creditors of the company. The words in the deed of Jan. 1867, on which the argument principally turned, were those by which the rolling stock was assigned to trustees upon trust for payment "the creditors of the company of the several sums now payable to or recoverable by them." On the 13th inst., the Vice-Chancellor, who after the conclusion of the arguments had reserved judgment, said, according to the decree, the trusts to be performed being those of the deed of the 19th Jan. 1867, and those being declared in favour of creditors whose debts were then payable, it seems to me that the holders of debentures, the money secured by which was not payable or recoverable till after the date of the deed, are not entitled to payment under the trusts of the deed of anything except interest due to them at that date. Upon the other question, which is as to the construction of the 6th clause of the deed, it appears that the language of the clause is very inaccurate. But the prevailing words are those which plainly direct that the practice of this court as to creditors holding securities is to be followed. If so, those debenture-holders who are entitled to payment under the deed are not bound to deduct the value of their security.

V. C. MALINS' COURT.

Since our last notice a few cases have occurred deserving of record. The first was *Re Crookford's Estate*. 500*l.* had been paid into court under the Lands Clauses Act, the Holywell Railway Company desiring to take possession of lands which they required. An abstract was furnished, and requisitions of title were made, the company raising the following question:—William Crookford being originally the owner of the lands in question, had devised them to his wife, "relying upon her doing what is right." She by her will had given all her property to her four single daughters, in a mode to amount to a joint-tenancy; and they now petitioned for a payment of the money out to them on executing a conveyance. The company opposed it on the ground that there was a precatory trust, for although no objects were mentioned, it might be true the widow was well aware what the objects were. In support of this *Briggs v. Penny*, 3 M. & G. 346, was cited, where there was a gift to the wife with the words, "Well knowing that she will make a good use and dispose of it in accordance with my views and wishes," and there it was held that the words of the bequest created a trust. Besides this, there was great delay in finding a proper abstract. The Vice-Chancellor held that the words of the testator's will created no trust, being far too vague and uncertain, and made the order asked.

Another case was *Southwell v. Martin*, where trustees under a will refused to pay the plaintiff a legacy (as residuary legatee) on an alleged uncertainty of identity. The case was this: A testator gave a life-estate to his widow and various legacies, "and all the residue of his trust moneys, funds, stocks, and securities, to his trustees (the defendants) upon trust to pay the same unto his niece Ann Haslop, daughter of his brother William Haslop, for her absolute use and benefit." The plaintiff was one of three daughters of the testator's brother William Haslop, but her name was Mary Ann, and she had been married many years before the date of the will, and had become Mrs. Southwell. Her two sisters were named

respectively Elizabeth and Martha. The trustees had not paid the fund into court, the 340*l.*, representing the residue, but refused to pay it, suggesting that the testator had several great-nieces, one of whom might be named "Anne," and at all events that there was too much uncertainty as to the plaintiff's identity to justify them in paying her that sum. An indemnity had been offered. The Vice-Chancellor was of opinion that the identity had been sufficiently made out. The plaintiff's name was Ann, and it was common for a person with two names to be called by the second, and the other only used in legal documents. There was no justification for withholding this money, and the defendants must pay it and the costs of the suit. There was no case requiring an indemnity; and one of the parties offering it being a cricket bat manufacturer, a cricket bat was about the value of the indemnity necessary.

The next case of *Hayhams v. George*, was somewhat of the same character, but much stronger. There a mechanic left his property to trustees for his wife and children, and it produced a clear sum of 350*l.* She was in great distress and repeatedly applied for it without success. It was sworn that in all she had had 4*l.*, on one occasion one trustee giving her 1*s.* and the other 5*s.*, and she was reduced to such straits as to be obliged to sell her bed. It was alleged in extenuation on the defendants' behalf, that they did not know of the widow's situation, and that the solicitor acting for them had been changed.—The Vice-Chancellor expressed himself in the strongest terms as to the defendants' conduct, saying that it was the duty of trustees not recklessly to withhold money, nor to invest it at 1*l.* per cent. interest as they had done. They must pay the costs up to the hearing, and there must be an account.

COURT OF EXCHEQUER.

Judgment was given on the 2nd inst. in a case of great interest and importance with relation to the rules of the Stock Exchange, and the rights and liabilities of sellers and buyers of shares. The declaration stated it was agreed between the plaintiff and the defendant that in consideration that the plaintiff would sell to the defendant certain shares, and would execute and deliver to the defendant a transfer of the said shares, the defendant would buy and accept and pay for the said shares, and would execute the transfer of the said shares, and indemnify the plaintiff from all subsequent liabilities in respect of the said shares, or any calls which might thereafter be made in respect thereof. It then went on to allege that though the plaintiff did sell, &c., and calls were made, the defendant had not indemnified the plaintiff against such calls. The defendant pleaded, among other pleas, a traverse of the agreement stated in the declaration. At the trial a verdict was given for the plaintiff, subject to a special case. The facts, as stated in the special case, were as follows: The shares in question were sold upon the Stock Exchange and according to its regulations. The plaintiff was the seller, but the defendant was not the original purchaser from him, but the ultimate nominee, whose name, in accordance with the custom of the Stock Exchange, had been given to the plaintiff as that of the ultimate purchaser of the shares. On the 14th April 1868, the defendant bought of one Gibson fifty shares in Overend, Gurney, & Co. (Limited), at 15*s.* discount, 15*s.* having been paid. This contract was to be completed on the 27th April, but was carried over to the 15th May, defendant receiving back-wardation for agreeing to its being so carried over. The ten shares which formed the subject of the present action, were ten shares of the fifty so sold as above mentioned. On the 16th May (Overend, Gurney, and Co. having stopped payment on the 11th May), Gibson bought of the plaintiff thirty shares at 16*s.* discount for immediate delivery, and appropriated ten of those above mentioned to the performance *pro tanto* of his contract with the defendant, and gave the defendant's name as the ultimate purchaser of those ten to the plaintiff. The plaintiff executed a transfer of the shares to the defendant, and sent it to him together with the share certificates. Defendant retained these, but did not execute the transfer. It was contended on the argument of the special case on defendant's behalf, that there was no privity of contract between him and the plaintiff; at any rate there was no proof of such a contract as was alleged in the declaration. The defendant was not the purchaser of the shares from the plaintiff, the prices were different at which plaintiff agreed to sell and defendant to buy. The court at the conclusion of the argument took time to consider its judgment. They now differed in opinion. Baron Cleasby delivered his judgment, in which Baron Channell concurred, but from which Chief Baron Kelly and Baron Pigott dissented. He was clearly of opinion that at law no such contract as that alleged in the declaration arose between the seller and the ultimate nominee. It is of the essence of a contract that there should be a

concurrence of intention between the parties as to the terms, upon the subject-matter, the consideration and the promise. There never was any concurrence between the plaintiff and the defendant. The defendant agreed with Gibson to buy at 5-8th discount, the plaintiff agreed to sell to Gibson at 16 discount, that is to say, the plaintiff's seller was not to receive anything, but to pay the buyer. The fact that the transfer contained an untrue statement of the price at which plaintiff transferred did not make any difference. The Master of the Rolls had, no doubt, in *Hodgkinson v. Kelly*, L. Rep. 6 Eq. 496, decided in a manner at variance with this opinion, but a court of Common Law, though it recognised equitable rights in some cases, did not directly enforce them; here the plaintiff had no right at common law. This decision was quite consistent with that of *Grissell v. Bristow*, L. Rep. 4 C. P. 36, for there the parties to the action were the parties to the original contract, and all that was decided was, that the acceptance of the nominee discharged the original purchaser. Chief Baron Kelly delivered the judgment of himself and Baron Pigott. They were of opinion that the acceptance of the name not only discharged the original purchaser, but that upon such acceptance a contract arose between the seller and the nominee, such as that alleged in the declaration. The principles upon which *Grissell v. Bristow* was decided as expressed by the judgment of Chief Justice Cockburn were conclusive as to the existence of such a contract. The remedy in a court of Equity was by the authorities based upon the existence of a contract between the seller and ultimate nominee, and if that were so, such contract would be enforceable in a court of Common Law. The court being thus equally divided, if the parties wish to appeal, the junior Baron will withdraw his judgment, and judgment will be entered for plaintiff.

ELECTION LAW.

NOTES OF NEW DECISIONS.

DISQUALIFICATION OF A GOVERNMENT CONTRACTOR—22 GEO. 3, c. 45.—In an election petition under the Parliamentary Elections Act 1868, the petitioners asked that the election might be declared void under 22 Geo. 3, c. 45, the respondent being a member of a firm which had before the election completed some contracts with the Secretary of State for India in Council, but did not receive payment until after the election. The respondent's firm had also carried out an order after the election, which had been given them by the superintendent of the Broadmoor Lunatic Asylum; the articles ordered were of small value, and the respondent and his agents were ignorant of the fact of that establishment being, as it is, a criminal lunatic asylum, in the hands of the Government under a warrant, according to 23 & 24 Vict. c. 75: Held (upon a special case setting out these contracts for the opinion of the Court of Common Pleas), that the statute was not meant to apply to a person who was in the position only of a creditor of the Government, nor to a person entering into a contract with a Government agent without knowledge of his connection with the Government. The election, therefore, was not void. *See, also*, the Secretary of State for India in Council is a person acting for or on account of the public service, with whom a member of the House of Commons is forbidden to contract within sect. 1 of 22 Geo. 3, c. 45: (*Manchester Election Petition*, 20 L. T. Rep. N. S. 786. C. P.)

ELECTION PETITION—BRIBERY AT MUNICIPAL ELECTION IN REFERENCE TO PARLIAMENTARY ELECTION—EVIDENCE—The municipal election took place about a fortnight before the borough Parliamentary election. At the municipal election persons who had also votes for the borough received bribes very much larger than was usually given at municipal elections, and subsequently voted at the Parliamentary election for the party which bribed at the municipal election: Held to be bribery affecting the seats of the members returned by such means. Where an unusually large amount is spent at a municipal election, and under the above circumstances, the inference necessarily is that it was intended to operate and did operate, and did influence the votes given at the Parliamentary election, there being a great number of electors bribed: Held, that the election was void at common law, without reference to the statute. Under the will of one W., twelve "pasture masters," are annually chosen in the borough, who distribute the interest of a sum of 1400*l.* amongst poor freemen and their kindred, the direction of the will being that the money should be given in substantial

amounts, and not scattered over a large number of persons. During the year in which the election took place, however, the gift was distributed in a number of small sums to a great number of persons. Thirty-three of these persons had votes, and twenty-six of these votes were given for the respondents at the election. It being proved that the pasture masters were elected by bribery on the part of the party to which the respondents belonged: Held, that such a state of things must tell much in the consideration of the validity of the election. Where it is desired to reserve a point of law under sect. 12, it should be distinctly brought to the knowledge of the learned judge, as at *Nisi Prius*: (*Beverley Election Petition*, 20 L. T. Rep. N. S. 792. Martin, B.)

COSTS OF ELECTION PETITIONS.—A question of some importance as to costs in election petitions was before Mr. Baron Martin at chambers in the Penryn election case, on Thursday last week. The application was on the part of the sitting members, whose seats had been contested, that Master Gordon should review his taxation. The bill of costs on the part of the members, whose election was declared valid, amounted to about 1700*l.*, and the master had reduced it to about 800*l.* Mr. Buck (Baxter, Rose, and Norton), who appeared for the respondents, referred to the allowance of only 100 guineas to the leading counsel, when the fee with the brief was 300 guineas, and a material point in the taxation was whether costs as between attorney and client or as between party and party should be allowed. Mr. Hoskins appeared on the other side. Mr. Baron Martin thought that the application to review the taxation should be referred to the court and stand over till Michaelmas Term. He directed 800*l.* out of the 1000*l.* deposited for costs to be paid to the respondents pending the application to the court.

LEGISLATION AND JURISPRUDENCE.

HOUSE OF LORDS.

CHARITY COMMISSIONERS BILL.

The LORD CHANCELLOR, in moving the second reading of this Bill, said that its object was to remove some difficulties which had occurred in the administration of charitable trusts in consequence of certain formalities which were required to be observed, and which, while not serving any useful purpose, gave rise to serious inconvenience. The Bill in all the earlier parts of it dealt with the removal of difficulties of that description. The ninth clause empowered the Commissioners to authorise those administering any charity to employ competent persons to frame a scheme or make inquiries under the Charitable Trusts Act 1853 to 1869, and to pay those so employed. The tenth clause provided that a petition to the Court of Chancery under the 8th section of the Charitable Trusts Act (1860) must be presented in all cases by the same persons only as the existing law provided in the case of charities of which the annual income did not exceed 50*l.*—namely, the Attorney-General and the trustees managing a trust. It might be a question for discussion in committee whether a simple majority instead of two-thirds of the trustees administering a charity should be able to decide on the sale or exchange of any property held by them in trust. Other causes facilitated the placing of charities under the commissioners, for the jealousy with which these functionaries were originally regarded had recently disappeared, and all classes, including the representatives of Dissenting bodies, were anxious to avail themselves of the services of the commissioners. The EARL OF ROMNEY was understood to recommend some slight amendment of clause nine, and the Bill was read a second time.

SPECIAL BAILS BILL.

The LORD CHANCELLOR, in moving that this Bill be read a second time, said he had had considerable inquiry made into the matter, and he was satisfied that it was necessary a Bill of this kind should be passed. It had not been introduced into the other House by the Government, but the able Master of the Court of Exchequer had been requested to examine it carefully, and he reported that the grievance sought to be redressed was a real one. While on the one hand the number of cases in which it was required to have special bail were so few as not to render it worth the while of solicitors to take it, on the other hand the cases were sufficiently numerous to involve in the aggregate a large amount of inconvenience if persons in the country could not find anyone to assist them in the matter of putting in special bail. The Bill empowered anyone authorised to administer an oath, whether he was a solicitor or not, provided he were not interested in the matter, to take special bail. The Bill was read a second time.

HOUSE OF COMMONS.

THE LAW OF FORFEITURE FOR FELONY.

On the motion for going into committee of supply, Mr. C. FORSTER rose to ask the Attorney-General whether it was his intention to reintroduce the Bill which passed this House in the Session of 1866 for altering the law of forfeiture on conviction of felony. Five years ago he had himself introduced a Bill on the subject, and it was read a second time without opposition, but in deference to the suggestion that such a Bill should be in the hands of Government, he resigned the question to the then Attorney-General, the hon. and learned member for Richmond, who introduced a Bill dealing with it in 1866. That Bill passed through all its stages without opposition, but when it reached the other House there came a change of Government and the Bill was dropped. The consideration of the question was again adjourned from time to time; but he trusted that the injustice and inconvenience of the present system would not be allowed to continue much longer.—The ATTORNEY-GENERAL said it would be impossible at this period of the Session for the Government to bring in a Bill on the subject, but if the hon. member would undertake to bring in such a Bill at some future period he thought it was not unlikely that he should be able to co-operate with him in carrying it through Parliament.

REVISING BARRISTERS.

Mr. BARCLAY asked the Secretary of State for the Home Department if it was the intention of Her Majesty's Government, in view of the approaching registration of Parliamentary electors, to extend to this year the provisions of last year's Act as regards the number of revising barristers employed.—Mr. BRUCE said that the legislation of last year had special reference to the heavy work of the time. He did not mean to say that it might not be necessary to make a redistribution and to increase the number of revising barristers, but that purpose might be effected by the judges under the existing Act.

PRIMOGENITURE.

The second reading of the Real Estate Intestacy Bill was moved by Mr. LOCKE KING, who went over again the principal arguments he had so often urged in its favour, derived from the injustice and hardships of the present law. He expected that the change would be confined chiefly to small proprietors, but if it operated in the direction of breaking up large properties he should not regret it.—Mr. DICKINSON seconded the motion, and the rejection of the Bill was moved by—Mr. BERESFORD HOPE, who examined its effect both on small and large estates. With regard to the first he described it as a measure of confiscation, for it would put them to the expense of frequent sales, and ultimately, therefore, would lead to the aggrandisement of large estates. He objected to it also that it would diminish the motives for exertion and self-reliance among younger sons, that it would limit the discretion of testators, and would subject these small properties to probate as well as succession duties, and he illustrated his arguments by the action of the law of gavelkind in Kent. As to large estates, he pointed out that, since free trade in corn, land had become more of a luxury than a necessity in England; and, preferring moderate residential estates both to large aggregations and minute divisions, he objected that the change would diminish the inducements of successful commercial men to invest in land. He indicated various cases in which retrospective injustice would be done, and maintained that all the evils complained of might be remedied by facilitating the making of wills.—Mr. WILLIAM FOWLER grounded a recent conversion to the Bill on justice, and on the principle that the law, when left to distribute an intestate's property, should have no preferences. Our present system he attributed entirely to the influence of the traditions of feudalism among us; and he controverted the objection that the existence of our aristocracy was bound up in the system. Objecting to compulsory subdivision as much as to large accumulations, he desired only that things should be allowed to take their natural course, and that the sale of land should be facilitated.—Mr. GOLDNEY admitted that the law needed amendment, maintained that the question ought to be considered along with the Wills Act, and pointed out many anomalies which would arise under the present rules of distribution.—Mr. LEVESON-GOWER supported this Bill as a measure of justice, having no fear that it would lead to excessive subdivision of property or would affect the position of the aristocracy, which he held it to be preposterous to connect with this law. Being friendly to a system of eldest sons, he objected to the present law that it placed primogeniture in a false light by encouraging a notion that eldest sons had a natural right to their fathers' landed property, and he anticipated that the Bill would foster a feeling in favour of more general and ample provision for the younger branches of a family.—Mr. BUXTON argued the question on

ider grounds, and avowed that he supported the Bill because it would be a check and a discouragement, both in its actual and moral effects, on the creation of large estates—a feature in our social system to which he attributed much of the backwardness of our rural population.—Dr. BALL continued the debate in the same tone, and argued forcibly against a system of general partibility of land. In large estates in the hands of old families there were solid political and social advantages, while constant subdivision, as the example of France showed, produced apathy and a want of enterprise, outside the great towns, most detrimental to the progress of a country. Admitting that hardships might arise under our law, he pointed out how, without cutting up estates, they might be remedied by borrowing a clause from the Scotch Entails Act, and charging the provision for the widow and younger children on the life income of the property.—Mr. H. PALMER doubted whether this suggestion could be carried out, and, though supporting the Bill, did not expect it to have a wide operation; for while within a certain period 34,000,000*l.* of landed property had passed by will or settlement, only 3,000,000*l.* had gone by intestacy.—Mr. HENLEY's objection to the Bill rested on the fact that the great majority of those who died intestate were small proprietors, and under its operation he predicted that the race of 40*s.* freeholders would disappear.—The SOLICITOR-GENERAL, on the part of the Government, supported the Bill as a small step in the right direction; but he did not anticipate much effect from it until the sentiment of the country was in favour of equal partition.—Mr. O. MORGAN and Sir H. HOARE also spoke in favour of the Bill, and on a division to the second reading was carried by a majority of 25—169 to 144.

The Libel Bill and the Sea Fisheries Act (1868) Extension Bill were withdrawn.

ESTATE AND INVESTMENT JOURNAL.

STOCK AND SHARE MARKETS.

Thursday afternoon.

The funds have advanced slightly, and there is somewhat more firmness in the money market. The Bank directors have reduced the rate of discount from 3½ per cent., at which it was placed on the 30th June, to 3 per cent. This movement is not likely to have any effect upon business, as the outer money market had been for some time as low as 2½ and 3 per cent. The principal feature is that it will enable receivers of deposits to make a half per cent. more profit than they have this week. The Stock Exchange is altogether occupied with the fortnightly payments, but the tendency of prices looks like realisation.

The fluctuations of the week have been as follows:—

ENGLISH FUNDS.	Fri.	Sat.	Mon.	Tues.	Wed.	Thur.
Bank of England Stock	245	245	242	243	244	244
3 ½ Cent. Red. Ann. ...	92½	92½	92½	92½	93	93
3 ½ Cent. Cons. Ann. ...	93	92½	93½	93	93½	93½
New 2½ Cent. Ann. ...	...	...	...	...	...	...
Do. do. Jan. 1894.	...	...	...	...	...	...
New 3 ½ Cent. Ann. ...	93	92½	93½	93½	92½	93
5 ½ Cent. Annuities ...	...	...	...	...	...	...
5 ½ Cents. Jan. 1873	...	...	...	...	...	...
Ann. 30 years exp.	...	...	...	...	...	...
April 5, 1885	...	...	...	...	...	...
Do. exp. Jan. 5, 1880	...	...	...	...	...	...
Do. exp. July 1880	...	...	...	...	...	...
Red Sea Tele. Ann. 1908	...	...	...	19½	...	...
Consols. for Acc. ...	93½	...	93½	93½	93½	93½
India 5 ½ Cent. for Acc.	...	...	...	...	...	...
Do. 5 ½ Cents. July 1880	...	...	...	...	...	...
India Stock, July 1880	111½	112	111½	112	111½	112
India Stock, 1874	207½	208	206½	208	206½	208
India 5 ½ Cent.	...	...	...	...	...	...
India Stock, 4 ½ Cent.	...	...	...	...	...	...
Oct. 1888	100½	...	100½	100½	100½	101
India Bonds (1000 <i>l.</i>)	...	17s.c	22s.c	...	19s.c	22s.c
Do. (under 1000 <i>l.</i>)	a	16s.c	...	24s.c	...	22s.c
Ex. Bills, 1000 <i>l.</i>	...	b	d	f	...	h
Do. 500 <i>l.</i>	...	...	e	...	g	h
Do. 100 <i>l.</i> and 200 <i>l.</i>	...	...	...	...	g	h
3 ½ c. ...	...	...	e	...	...	...

a March 23 per cent., 3*s.* pm.;
 J June 3 per cent., 5*s.* pm.;
 b June 3 per cent., 10*s.* pm.
 c Premium.
 d June 3 per cent., 11*s.* pm.
 e June 3 per cent., 8*s.* pm.

PUBLIC COMPANIES.

RAILWAY COMPANIES.

Dutch-Rhenish.—A further dividend of 14*s.* 4*d.* per 20*l.* share, making in all 8*l.* 0*s.* 5*d.* per cent. or the year.

Victoria Station and Pimlico.—The usual 9 per cent. dividend announced.

BANKS.

Alliance.—A dividend of 10*s.* per share for the last six months or 4*l.* per cent. per annum.

Colonial.—A dividend of 6 per cent. for the half-year with a bonus of 1 per cent. declared.

London Joint Stock.—A Dividend at the rate of 12½ per cent.

London and Westminster.—16 per cent. per annum for the half-year.

Union Bank of Australia.—Dividend of 1*l.* 17*s.* 6*d.* per share, being 7½ per cent. for the half-year.

Union of London.—20 per cent. per annum for the half-year.

FINANCE, CREDIT, AND DISCOUNT COMPANIES.

Overend, Gurney, and Co., Limited.—The trial of the directors is postponed till the end of the year. The liquidators have reported that they are unable to meet the promissory notes due in September next; and the creditors are asked to accept their 20*s.* in the pound, with deferred interest. Mr. Oppenheim endorses the proposal. The shareholders have already lost 3½ millions by the company, including 2,000,000*l.* called up since the stoppage. It is proposed to pay the interest on the 30th June 1870.

ASSURANCE COMPANIES.

Atlas.—A dividend of 16*s.* per share declared.

Reversionary Interest Society.—A dividend declared at the rate of 4½ per cent. per annum.

Thames and Mersey Marine, Limited.—Payment of 4*s.* per share for the six months ending 30th June, viz., 2*s.* per share dividend, and 2*s.* per share bonus.

MISCELLANEOUS COMPANIES.

Bombay Gas.—A dividend of 4½ per cent. for the year declared.

Hodges' Distillery, Limited.—At a meeting on the 6th instant, it was decided to wind-up the undertaking voluntarily.

REPORTS OF SALES.

[NOTE.—The reports of the Estate Exchange are officially supplied in the following list. Auctioneers whose names are registered there will oblige by reports of their own sales.]

Thursday, July 8.

By Messrs. BEADEL, at the Mart.

Freehold property known as Maldon Wick, in the parishes of St. Peter and St. Mary Maldon and Hazeleigh, Essex, comprising a residence with grounds, buildings, and 252*a.* 2*r.* 3*p.* of land let on lease at 370*l.* per annum—sold for 10,000*l.*

By Messrs. DEBENHAM, TEWSON, and FARMER.

Freehold, The Havelock Arms beerhouse, 95, Jamaica-road, Bermondsey, let at 30*l.* per annum—sold for 300*l.*
 Leasehold house, No. 10, Lillington-street, Pimlico, let at 32*l.* per annum, term 33 years from 1840, let at 5*l.* per annum—sold for 415*l.*

Leasehold residence, No. 26, Grafton-place, Euston-square, let at 40*l.* per annum, term 34 years unexpired, at 6*l.* per annum—sold for 375*l.*

Freehold house and shop, No. 38, Barbican, City—sold for 980*l.*

Freehold house and shop, No. 39, Barbican, City—sold for 800*l.*

Freehold house and shop, No. 40, Barbican, City—sold for 1000*l.*

Copyhold house and shop, No. 32, Church-street, Stoke Newington, let at 55*l.* per annum—sold for 555*l.*

Leasehold residence, No. 38, Goldsmith's-row, Hackney-road, term 604 years from 1821, at 4*l.* per annum—sold for 110*l.*

By Mr. JAMES BEAL.

Leasehold premises, No. 38, Studley-road, Stockwell, let at 52*l.* 10*s.* per annum, term 6½ years from 1860 at 6*l.* per annum—sold for 530*l.*

Friday, July 9.

By Messrs. NORTON, TRIST, WATNEY, and Co., at the Mart.

Freehold farmhouse, with garden, farm buildings, three cottages, garden, and about 272 acres of arable, meadow, and pasture land—sold for 15,530*l.*

Freehold, Leigh Beck Farm, Canvey Island, Essex, comprising a house, farmyards, buildings, and about 254 acres of arable, pasture, and marsh land—sold for 5550*l.*

Freehold, 3*a.* 0*r.* 15*p.*, of meadow land, known as Holdfast Meadows, in the parish of Haslemere, Surrey—sold for 150*l.*

By Messrs. RUSHWORTH, ABBOTT, and Co.

Leasehold house, No. 7, York-road, Lambeth, let at 45*l.* per annum, term 24 years unexpired at 12*l.* per annum—sold for 500*l.*

Tuesday, July 13.

By Messrs. DEBENHAM, TEWSON, and FARMER, at the Mart.

Freehold residence, known as Cliff House, Corton, Suffolk, comprising a residence, with stabling, pleasure grounds, gardens, &c., containing 5*a.* 0*r.* 20*p.*—sold for 4000*l.*

By Messrs. WALTERS and LOVEJOY, at the Mart.

Freehold public-house, situate in Hare-street, Bethnal-green, let on lease at 70*l.* per annum—sold for 1180*l.*

Wednesday, July 14.

By Messrs. EDWIN FOX and BOUSEFIELD, at the Mart.

Freehold house and shop, No. 48, Charlotte-street, Fitzroy-square, let at 120*l.* per annum—sold for 2800*l.*

Freehold house, No. 50, Charlotte-street, and yard and workshop in the rear, let at 115*l.* per annum—sold for 1900*l.*

Freehold house and shop, No. 55, Charlotte-street, and premises in the rear, let at 85*l.* per annum—sold for 1280*l.*

Freehold house and shop, No. 57, Charlotte-street, let at 70*l.* per annum—sold for 1250*l.*

Freehold house and shop, No. 47, Charlotte-street, let at 110*l.* per annum—sold for 2000*l.*

Freehold house, No. 1, Pitt-street, Charlotte-street, let at 42*l.* per annum—sold for 670*l.*

MARAVILLA COCOA FOR BREAKFAST.—The cocoa (or cacao) of Maravilla is the true Theobroma of Linnaeus. —The *Globe* says: "Taylor Brothers' Maravilla Cocoa has achieved a thorough success, and supercedes every other cocoa in the market. For homeopaths and invalids we could not recommend a more agreeable or valuable beverage." Sold, in packets only, by all grocers.

SOLICITORS' JOURNAL.

NOTES OF NEW DECISIONS.

PRACTICE—MOTION TO TAKE BILL OFF THE FILE—VEXATIOUS CONDUCT OF PLAINTIFF.—Where a plaintiff, after having had four bills successfully demurred to, filed a fifth for substantially the same object: the court, on an application by the defendant, ordered the bill to be taken off the file, and the plaintiff to pay the costs: (*Mortlock v. Mortlock*, 20 L. T. Rep. N. S. 773. V. C. S.)

COSTS OF PREPARING LEASES.—A lease contained a covenant by the lessor to grant a further lease, and a stipulation that the lease should be prepared by the lessor's solicitor. The lessor's solicitor raised various untenable objections, and put the lessee to considerable expense. The lessee required the lessor to pay the costs occasioned thereby, and threatened to file a bill for specific performance of the covenant. The lessor then wrote withdrawing all his objections, but refused to pay the costs occasioned by them. The plaintiff filed his bill the day after: Held that the defendant's solicitor was bound to prepare a proper lease, and the defendant was ordered to pay the costs of the suit, and of the dispute occasioned by the defendant: (*Mappin v. Savory*, 20 L. T. Rep. N. S. 777. V. C. J.)

SECURITIES FOR UNTAXED COSTS.

(From the *Irish Law Times*.)

A case, of some interest to solicitors whose costs, due to them by their clients, happen to be in considerable arrear, was decided a few days since in the Landed Estates Court. Lawyers, in various ways, being accustomed to hear occasionally from laymen, or from those outside of both branches of the legal profession, the imputation that their remuneration is disproportioned to the value of the services rendered by them, or is arbitrary and inequitable in its adjustment, it is desirable to remind our readers that in a case reported in the books the contrary has been held judicially in England, and the doctrine enunciated that solicitors being insufficiently remunerated for a portion of their services, it is not inequitable that, as regards another part of them, the amount of remuneration should exceed what would appear to be their due, if estimated by themselves. With these broad considerations, however, we are not present so much concerned as with the particular question which Judge Flanagan recently, contrary to his own individual opinion, felt himself coerced, by the authority of a single case, to decide against the claim put forward by a solicitor. In our reporting columns this week, the reader will see the case of *The Estate of Mogue O'Connor*, in which the contention was between Mr. W. H. Brownrigg, the solicitor having the carriage of the sale, and Mrs. Ellen O'Connor, the mother and guardian *ad litem* of minors beneficially entitled to the residue. The former became an incumbrancer on the lands sold in this matter, in the following way:—A mortgage, bearing date the 20th July 1865, and made between the late Stephen O'Connor, the husband of Mrs. Ellen O'Connor, of the one part, and Mr. Brownrigg of the other part, recited that the said Stephen O'Connor was indebted to the said W. H. Brownrigg, as solicitor and attorney, in the sum of 250*l.*, for costs between solicitor and client, incurred chiefly in a certain cause pending in the Court of Chancery, and that the said Stephen O'Connor had proposed to execute to the said W. H. Brownrigg a sub-demise of these lands, by way of mortgage, in order to secure payment of the said sum of 250*l.*, with interest at the rate of 6 per cent. per annum, at the period of six months from that date, on the terms of the said W. H. Brownrigg, forbearing for that period to demand payment of the said debt. The deed then proceeded to convey the premises in accordance with the intentions expressed in the recitals. Subsequently to the sale of the lands (in which Mr. Mogue O'Connor, the trustee of his late brother, was owner and petitioner), and when the schedule of incumbrances came to be ruled, Mrs. O'Connor filed an objection to the claim of Mr. Brownrigg, on the ground, amongst others, that interest ought not to be allowed under the circumstances. Mr. Brownrigg, having given credit for a payment on account, claimed three years' interest on the balance, from the date of the mortgage.

Thus, the question to be decided on this part of the case was the following:—Can a solicitor obtain from his client, while the relation of solicitor and client subsists between the parties, a security for untaxed costs which shall also provide for the payment of interest? The amount of authority is meagre and conflicting; but for the discovery, by one of the counsel, of the particular case which coerced the learned judge to surrender his indi-

vidual opinion, we might, perhaps, say there was none in this country. The judge himself investigated the English cases, and having stated in his judgment that the case relied on by the parties on both sides in the argument (*Lyddon v. Moss*, 4 De G. & J. 104.) did not sustain the proposition it was cited to prove, and that the fault in the security there was the contract to recover compound interest, the interest upon the costs being treated as part of the principal, he proceeded to consider the cases of *Moss v. Bainbridge*, 18 Beav. 497, and *Morgan v. Higgins*, 1 Giff. 270, said that, though the identical question now before the court did not seem to have been decided, yet upon the strength of those English cases, he should not have hesitated to award Mr. Brownrigg the interest claimed by him. But, on the morning of that day, a decision by the Irish Equity Exchequer, *Fowler v. Moore*, 2 Jones, 415, was cited by the counsel for Mrs. O'Connor, and the judge felt himself bound to follow it, though contrary to his own opinion. In this last case a bond had been given, *pendente lite*, to secure bills of untaxed costs with interest, and the court, consisting of Barons Pennefather, Foster, and Richards, decided against the solicitor's claim for interest.

With every degree of deference to the opinion of one so much more able to eliminate the law on this subject than we are, we think it is not so clear that the decision of the learned judge may not be sustained on higher grounds than he has himself placed it. If anything could be suggested to confirm his view, it might perhaps consist in the circumstance that in the report of *Fowler v. Moore*, the editor states himself to have been absent during the argument, and that no reference to authorities is made in the judgment. On the other hand, if we have interpreted his Lordship aright, he does not consider the precise point before him to be *res judicata*, so far as any of the English decisions are concerned. It is true that in *Moss v. Bainbridge* interest on the solicitor's demand was declared to be payable by the decree, and it is also true that, in *Morgan v. Higgins*, the Vice-Chancellor stated that where the transaction would be held to amount to the giving of a security for such sum as should be found due, the right to interest would follow as a matter of course. But with regard to the first of these, it is to be observed that in *Lyddon v. Moss* it was stated to be so peculiar in its facts that it was inapplicable there; there being this difference, amongst others, that the original contract to pay interest was made, not between the client and his attorney, but between the client and his brother. In *Morgan v. Higgins* there were broad considerations for setting aside the security, and though the statement with regard to interest is sufficiently decided in its character, it is not, to our minds, altogether reconcilable with the rest of the case. We fail to follow the reasoning of Judge Flanagan respecting *Lyddon v. Moss*. The language of the Master of the Rolls may be open to the charge of being amphibolous, but in our judgment, if he meant to confine his strictures to the case of compound interest, he has not taken extraordinary pains to seem to do so. We think we are there reminded of the principle to which this question must be referred.

Interest on an untaxed bill of costs as such is either payable or not payable. In *Morgan v. Higgins* the Vice-Chancellor says it is not, and no one, we suppose, will contend that it is. If it be payable at all, therefore, it must be by virtue of the agreement contained in the security. Now, to obtain such security from a client, *pendente lite*, is to obtain from him something over and above what he is bound to give—it is, in a word, to bargain for a benefit, which in a moral point of view may be entirely legitimate. But the solicitor who bargains for a benefit with his client, *pendente lite*, is bound, according to the general principle, to put the latter at arm's length. This he may do in either of two ways: he may provide that *quoad* that particular transaction the client shall have the advice of an independent solicitor, or he may give him such advice against himself as would have been necessary against a third party if the client had been dealing with a third party. This would imply his distinctly giving him to understand that the contract to pay interest was one he was not bound to enter into. It may be said that the contract to forbear to press for payment is an equivalent in every sense; but then it is the very inability to pay disclosed upon the face of such a contract that proves he client to be in the power of the solicitor, and perhaps assists to justify the application of the principle that the onus of showing the *bona fides* of the transaction lies upon the latter.

Judge Flanagan expressed a desire that this case, in the interests of solicitors, might go to the Court of Appeal, in order to have the law respecting it finally settled—a desire in which our readers will be likely to concur. Another consideration of at least equal moment protruded itself at the close—the practice of following Irish decisions where there have been English decisions to the contrary,

and where there is a judicial consciousness that the latter are right. The tendency to amalgamation of the statutes, and the growing inclination (as we have somewhere seen it stated), to cite the Irish precedents in the English courts, would point to the discontinuance in the courts of equity of a *lex loci* for "that part of the United Kingdom of Great Britain and Ireland called Ireland."

CREDITORS UNDER ESTATES IN CHANCERY. LAST DAY OF PROOF.

CLARK (John), 36, Southville, Larkhall-lane, Clapham. July 27; Elmslie, Forsyth, and Co., solicitors, 37, Leadenhall-street. Aug. 5; V.C. S., at one.
EDWARDS (Chas.), Chelmsford. Aug. 19; A. Meggy, solicitor, Chelmsford, Essex. Oct. 29; M. G. at eleven.
GORRINGE (John), Brighton. Aug. 6; S. F. Langham, solicitor, 10, Bartlett's-buildings. Nov. 1; V.C. J., at twelve.
GORRINGE (Wm.), Cuxted, Sussex. Aug. 6; S. F. Langham, solicitor, 10, Bartlett's-buildings. Nov. 1; V.C. J., at twelve.
ISAACS (Henry), 159, Fenchurch-street. Aug. 10; Stibbard and Beck, solicitors, 2, East India-avenue. Nov. 2; V.C. S., at twelve.
NEWTON (William), Norwich. Aug. 12; E. S. Bignold, solicitor, Norwich. Nov. 6; M. R., at twelve.
SMITH (John), Marylebone-street, Golden-square. July 30; F. and T. Smith, solicitors, 15, Fumival's-inn, London. Aug. 7; V.C. S., at one.
WILSON (M.), Warrford Court, London. Oct. 28; Boys and Tweedies, solicitors, 5, Lincoln's-inn-fields. Nov. 15; V.C. J., at twelve.

CREDITORS UNDER 22 & 23 VICT. C. 35.

Last day of Claim, and to whom Particulars to be sent.

ALEXANDER (H. R.), 4, Upper Hyde-park-street, Bayswater. Sept. 10; Young and Co., solicitors, 12, Essex-street, W.C.
ATLAY (Mr. Robert), Sheriff Hutton, York. Sept. 20
J. J. P. and H. Wood, solicitors, 12, Pavement, York.
BLOWER (John), Raglan-street, Wolverhampton. Aug. 18;
Jno. Riley, solicitor, Queen-street, Wolverhampton.
DAVIDSON (Andrew), 13, East-street, Lambeth-Conduit-street. Aug. 2; W. Millman, solicitor, 9, Southampton-buildings.
FORGE (Wm. H.), 3, Belsize-park-gardens, St. John's-wood. Sept. 1; Henderson and Redhead, solicitors, 24 and 25, Fenchurch-street, E.C.
GREENGRASS (Alfred), 159, Holloway-road. Sept. 1; Clarke, Woodcock, and Co., solicitors, 14, Lincoln's-inn-fields.
GRIFFITHS (D.), Summer-hill, Dartford. Aug. 19; T. Kennedy, solicitor, 26, Chancery-lane.
HOBON (Joseph), Manchester. Sept. 1; Parry and Son, solicitors, 28, King-street, Manchester.
INSON (Charlotte), 2, Union-street, Berkeley-square. Sept. 1; Whitakers and Woolbert, solicitors, 12, Lincoln's-inn-fields.
KELHAM (Ann), 7, Cullum-street, London. Aug. 13; N. S. E. Steinberg, solicitor, 38, Broad-street, Cheapside.
LEONARD (John), Holloway. Aug. 7; John P. Theobald, solicitor, 16, Fumival's-inn, E.C.
MAY (Fred. R.), Parrock-road, Milton-near-Gravesend. Aug. 31; Woollaston and Davison, solicitors, 77, Basinghall-street.
SMITHSON (Oswald), 42, Blossom-street Without, York. Aug. 16; W. P. Parkinson, solicitor, York.
TABOR (William), Brentwood, Essex. Aug. 2; James and John Hopgood, solicitors, 14, King William-street, Strand.

UNCLAIMED STOCK AND DIVIDENDS IN THE BANK OF ENGLAND.

HYDE (Fred. A.), Cheries, Bucks. Dividend on 60*l.* 8*s.* 8*d.* Annuities. Claimant, Charles Lukey; Collard, executor.

SUSPICIOUS DEATH OF A BIRMINGHAM SOLICITOR.—Mr. William Manning Needham, a well-known Birmingham solicitor, of the firm of Ludlow and Needham, whose offices are at 38, Waterloo-street, in that town, has just met with his death under circumstances that will have to be investigated by a coroner and jury. Mr. Needham, accepting an invitation of a friend residing at Gravelly-hill, a fashionable residence a few miles out of Birmingham, went over there to dine and spend the evening. Having stayed until the last train, which leaves Gravelly-hill about half-past ten, Mr. Needham, who appeared to be in excellent health and spirits, left his friend's house shortly before that hour, with the view of catching the train and returning to Birmingham. What happened to the unfortunate gentleman subsequent to his departure is not at present known, but in a short time afterwards he was found lying at the bottom of some steps leading to the Gravelly-hill railway station, and in a state of insensibility. Mr. Oates, a surgeon residing in the neighbourhood, was at once sent for, but on his arrival life was found to be quite extinct. The body was then removed to the house of Mr. Davenport, maltster, close by, where it at present awaits the inquest.

INTERNATIONAL LAW.—An interesting trial has just been settled in Paris. It involved a question of international law. General Davesies de Pontés, a French subject, through his wife came into possession of certain landed estates at Eyford, in Gloucestershire, died in the Isle of Wight, and left all his property to one of a family, his most intimate friends, in whose house he died. It was understood that there was some secret understanding, and that the legacy was partly but a trust. The nearest of kin in France attacked the will on several grounds. It was written by some one, and signed by the testator; whereas the French law requires that a man's will must be indited *propria manu*. There was no place of signing and delivering notified; then undue influence was urged (this broke down, however, at once); and, lastly, it was set forth that there were secret clauses implied, if not easily proved, and that that alone would invalidate any testament in the eyes of the French law. The Imperial Court, however, held that the document was written in England, and so the question of *propria*

manu fell to the ground; that the French law recognises wills drawn up by French subjects abroad, provided always they are good in the eyes of the law of that land in which they were made and signed. The pressure point was ignored; and finally the court held that, even if they could upset the secret trusts, they should only confirm (Mrs. d'Arcy-Irwin) the trustee in the position of residuary legatee. This case, having been argued and re-argued, to the benefit of lawyers and the damage of the poor people to whom the property justly belonged, has at last been finally settled by the Imperial Court in favour of the English defendant. The "Robins" have got their last fee, and the harassed litigants may go home and enjoy, if they can, after so much anxiety, their hard-gotten rights.

EXAMINATION OF WITNESSES BEFORE THE HOUSE OF COMMONS.—The select committee appointed to inquire and report whether any further provisions should be made for the examination of witnesses on oath before the House of Commons have agreed to their report, which was published yesterday. As far back, they say, as can be traced by the broken light of imperfect records, it would appear that the House of Lords having to exercise judicial as well as legislative functions, have always adopted the practice with regard to both of relying upon sworn testimony; so habitual and unvarying, indeed, has been this practice that oaths were administered until within a very recent period by the House to persons called upon to give evidence before committees on matters of opinion, as well as on matters of fact. Although, from the earliest times, the House of Commons has asserted its claim to be a court of record, no distinct traces can be found prior to the reign of James I. of the manner in which it required the testimony of witnesses to be given. During the seventeenth century the entries in the journals seem to indicate that it was customary to order witnesses to be sworn before one of the judges, or before a magistrate of Middlesex or Westminster. This practice continued until the year 1757, when it was laid aside; and since then it has not been resorted to. Meanwhile Bills of pains and penalties having become of rare occurrence, it was chiefly with reference to controverted elections that the House was called upon to take evidence. The jurisdiction of the House of Commons in controverted elections, and for the most part in cases of divorce, has been devolved upon the courts of law. There still remain, however, a variety of questions of the greatest moment on which the House of Commons may be called upon to pronounce judgment. In all these, as well as in a variety of other instances, it seems natural that evidence should be taken in the most solemn manner. Both the Speaker and Viscount Eversley are of opinion that "the power of examining witnesses on oath is one which the House ought to possess," and that procedure by Bill would be the proper course to take for obtaining it. Sir Thomas Erskine May is of the same opinion. The committee therefore recommend that provision should be made by Act of Parliament for conferring on the House of Commons the power of examining witnesses on oath, and that the said power be further extended to select committees whenever the House in its judgment shall deem fit. A Bill, introduced by Sir John Esmonde, has been read a second time and referred to the committee, who think that its provisions would substantially carry into effect their recommendations.

THE BENCH AND THE BAR.

ASSIZE INTELLIGENCE.

OXFORD CIRCUIT.

Reading, July 8.—Baron Pigott opened the commission here yesterday. Five common jury causes were entered for trial on the civil side, and 14 prisoners were for trial on the Crown side.

MIDLAND CIRCUIT.

Warwick, July 9.—The commission was opened here yesterday. The cause list is light. There are 25 cases in the county calendar, and 17 in that for the borough of Birmingham. There is one case of murder in the county. The prisoner, who is a woman, is charged with murdering another woman on the 5th March last, and was removed to the county lunatic asylum, on the 13th April. There is also a case of night poaching, with violence, upon the lands of the Earl of Warwick. The rest of the cases seem to be of an ordinary character. The Nisi Prius cause list contains 13 cases, of which 5 are set down for special juries.

HOME CIRCUIT.

Hertford, July 13.—The commission for the county of Herts was opened on Monday by Mr. Justice Mellor, and business was proceeded with to-day in both courts, the Lord Chief Baron presiding on the civil side and Mr. Justice Mellor

in the Crown Court. There was rather a larger number of cases than usual, seventeen being entered, five of which were marked to be tried by special juries. Several of these were, however, withdrawn, or referred during the day. The gaol calendar only contained the names of eleven prisoners, and all the cases were of an ordinary character.

The Deputy Judge Advocate-Generalship has been given to Mr. O'Dowd, barrister-at-law, in succession to Mr. Lushington.

MAGISTRATE AND PARISH LAWYER.

READINGS OF NEW STATUTES.

THE WINE AND BEERHOUSE ACT 1869. (a).

The provisions of this statute are of the utmost importance to brewers and the owners and keepers of beer and refreshment houses, and as the Act is now in operation, it is desirable that the attention of our readers should be immediately called to the great changes it introduces.

It is necessary to classify the statutes recited in the Act which are as follows: (1.) The Beerhouse Acts (11 Geo. 4 and 1 Will. 4 c. 64; 4 & 5 Will. 4 c. 85; and 3 & 4 Vict. c. 61). (2.) The 24 & 25 Vict. c. 21, s. 3; and the 26 & 27 Vict. c. 33, s. 1, relating to licences to sell beer not to be drunk on the premises. (3.) The Wine and Refreshment Houses Act (23 Vict. c. 27.)

The term "beer" is to include ale and porter, and the term "cider" is to comprise perry. The short title of the Act is "The Wine and Beerhouse Act 1869," and is to be in force for two years (sect. 22).

From and after the 15th July 1869, no licence for the sale of beer, &c. (except licenses for wine and refreshment houses, and licences to sell beer not to be drunk on the premises) is to be granted, except upon the production and in pursuance of the authority of a certificate to be granted by justices at the annual licensing meetings held in pursuance of the Alehouse Act (9 Geo. 4 c. 61) or at an adjournment thereof: (sects. 4 & 5.)

From the 5th section it is clear that certificates, upon which alone the excise authorities can grant the ordinary retail beer licences, are only to be granted once a year, namely, at the annual licensing meetings. Justices at the special sessions for transferring licences may, however, by the same section, grant certificates for wine and refreshment licences, and licences to sell beer not to be drunk on the premises.

With reference to the formalities necessary to obtain a certificate authorising the excise to grant a retail beer licence, it will be desirable to see what is required. First, to obtain a certificate in respect to a house holding a licence granted prior to the 15th July 1869; secondly, to obtain a certificate in respect to a house not holding a licence granted prior to such date.

First, a person applying for a certificate in respect of a house already licensed by the excise must twenty-one days at least before he applies, give notice of his intention to one of the overseers of the parish, township, or place in which the house is situated, and to some constable or peace officer acting within such parish, township, or place. The notice must set forth the name and address of the applicant, and a description of the licence or licences for which he intends to apply, and the situation of the house: (sect. 7.)

Secondly, a person applying for a certificate in respect of a house not already licensed by the excise, must also within twenty-eight days before such application is made cause a like notice to be affixed and maintained between ten in the morning and five in the afternoon of two consecutive Sundays on the door of such house or shop, and on the principal door or on one of the doors of the church or chapel of the parish or place in which such house or shop is situate, or if there be no such church or chapel, on some other public and conspicuous place within such parish or place: (sect. 7.)

It is proposed to offer some practical comments on each of the above heads.

1. As to obtaining a certificate in respect of a house already licensed by the excise.

A mere hasty perusal of the Act may perhaps leave a doubt whether the twenty-one days' notice to the overseer and constable is required in case of a house already licensed, for at the

end of the 7th section is the following proviso: "Where application is made to the justices for the grant of a certificate under this Act by way of renewal only, notice in pursuance of this section shall not be requisite."

On careful perusal of the wording of the 7th section, and the proviso, it is tolerably clear that the twenty-one days' notice to the constable and overseer must precede the first application for a certificate which is to be made by beerhouses already licensed. Under the alehouse Act (9 Geo. 4, c. 61), the justices are to grant licences to inns, alehouses, and victualling-houses. But no such power is conferred upon them by the statute under consideration, which merely empowers them to grant certificates upon production, and pursuant to the authority of which, the excise are to grant beer, cider, and wine licences. Now, the proviso to the 7th section applies only to the renewal of such certificates, and consequently the first applications under the Act for certificates will not be by way of renewal, there being no certificates in existence to renew.

Another argument in favour of the necessity of giving the twenty-one days' notice in case of houses already licensed is, that where applications are to be made in respect of houses not already licensed, the notices on the house and church are also prescribed by the latter part of the 7th section. If, therefore, the twenty-one days' notice was not intended to be given respecting houses already licensed, there are no cases under the Act to which such notice only can apply.

A still stronger argument may be based upon the probable intention of the Legislature. It is almost universally agreed that the Beershop Acts have failed, and that many of the beer shops are an intolerable nuisance, not being sufficiently under proper control, and being conducted by persons of bad repute and in a disorderly manner. The object of the twenty-one days' notice is, therefore, to enable the police to make proper inquiries as to the character of the applicant, and the manner in which the house is conducted, and also to enable the overseer to ascertain that the house is duly rated, and report to the justices if necessary. This reading is in accordance with the 19th section, which provides that where, on the 1st May 1869, a retail licence is in force, it shall not be lawful for the justices to refuse an application for a certificate, except upon one or more of the grounds set forth in the 8th section, which applies to licences to sell beer not to be consumed on the premises. These grounds are four in number, and are as follows: 1. That the applicant has failed to produce satisfactory evidence of good character. 2. That the house or shop in respect of which a licence is sought, is of a disorderly character, or frequented by thieves, prostitutes, or persons of bad character. 3. That the applicant, having previously held a licence for the sale of wine, spirits, beer, or cider, the same has been forfeited for his misconduct, or that he has through misconduct been at any time previously adjudged disqualified from receiving any such licence, or from selling any of the said articles. 4. That the applicant, or the house in respect of which he applies, is not duly qualified as by law is required.

This provision clearly gives the justices the power to refuse to grant certificates to houses already licensed on any of the above grounds, and the twenty-one days' notice is therefore required in order that the justices may be properly informed as to the character of the applicants for such certificates, and the conduct and rating of their houses.

These provisions require the practitioner's immediate and careful consideration.

By the 5th section certificates for retail beer licences can only be granted at the annual licensing meetings which are held between the 20th Aug. and the 14th Sept., except in Middlesex and Surrey, which are held within the 1st ten days in March. It therefore follows that in all cases where persons already holding retail beer licences require certificates under the Act, they will have to give the twenty-one days' notice to the overseer and constable prior to the day fixed for the next annual licensing meeting. The results of neglecting to do so will be: First. That the excise will have no power to renew retail beer licences without a justices' certificate, and therefore the trade of the house will be necessarily suspended for a year. Secondly. That if a certificate be applied for next year,

the applicant must go through the formalities required in the case of a new application for a retail beer licence under the latter part of the 7th section.

2. We pass on to consider the requirements necessary to obtain a licence in respect of a house not holding a retail licence prior to the 15th July 1869.

As we have already seen, the applicant in this case, in addition to the twenty-one days' notice to the overseer and constable, is to cause a like notice to be affixed and maintained between ten in the morning and five in the afternoon of two consecutive Sundays on the door of such house or shop, and on the principal door, or on one of the doors of the church or chapel of the parish or place in which such house or shop is situate, or if there shall be no such church or chapel on some other public and conspicuous place within such parish or place. This provision is somewhat similar to that contained in the Alehouse Act (9 Geo. 4, c. 61), excepting that in the last-mentioned Act the hours are ten and four, whereas in the present Act the hours are ten and five, and in the Alehouse Act the notices are not required to be "maintained" as they are in the present statute. The introduction of the word "maintained" will probably lead to some differences of opinion and practice. It may be contended that it must be proved that the notices were upon the house and churchdoor during the whole time between the hours of ten and five, and doubtless this is the literal meaning of the clause. Probably, however, justice will be satisfied with proof that such notices were posted shortly before ten, and were seen in the same place shortly after four.

As to the grounds upon which justices may refuse new applications for beer licences, it would seem that their powers are discretionary, and similar to those they possess under the Alehouse Act as to granting or refusing alehouse licences.

The 8th section of the Act is somewhat ambiguous. It provides that the provisions of the Alehouse Act (9 Geo. 4, c. 61), as to the terms upon which, and the manner in which, and the persons by whom, grants of licences are to be made; and as to appeal shall, so far as may be, have effect with regard to the grants of certificates under the present Act, subject to this qualification—that no application for a certificate for a retail licence not to be consumed on the premises shall be refused except upon one or more of the four grounds above specified. This section, however, cannot be intended to extend the provisions as to the notices and other formalities, which are now required to obtain new alehouse licences, to applications for certificates under the present Act, for the various notices required by the present Act are particularly mentioned. The 8th section probably refers to the provisions in the Alehouse Act relating to the time, place, and manner of holding, adjourning, and conducting the licensing meetings, the disqualification of certain justices, &c.

The form of the certificate is by sect. 6 to specify certain particulars. It is to be in force for one year, and is to be in the form given in the first schedule to the Act, as follows:

We, the justices assembled [or being the majority of the justices assembled] at the general annual licensing meeting [or an adjournment of the general annual licensing meeting, or at a special petty session] of Her Majesty's justices of the peace acting for the division [or liberty, &c., as the case may be] of _____, in the county of _____, holden on the _____ day of _____, 186____, do hereby authorise the grant to A. B., of _____, in the county of _____, of a licence or licences, if more than one be authorised, to sell by retail [beer, cider, or wine, to be consumed on or off the premises] at a house [or shop], situate [describe situation and the particular Act or Acts under which the licence is to be taken out].

Witness our hands this _____ day of _____.

No form of notice is prescribed by the Act but it is proposed next week to give some forms applicable to different cases. Also to consider the various other important clauses in the statute.

CAMBRIDGE BOROUGH SESSIONS.

Thursday, July 1.

(Before J. R. BULWER, Esq., Q.C., Recorder.)

REG. v. LIDDIARD.

Receiving stolen property—Indictment—Election—Arrest of judgment.

G. L. was indicted for receiving stolen property upon two days named in the indictment. The

(a) By T. COUSINS, Solicitor, Portsea.

counsel for the prisoner did not put the prosecutor to his election upon which act of receiving he would proceed, but after a conviction moved in arrest of judgment:

Held, that the objection was too late.

The prisoner was indicted for receiving certain property, well knowing it to have been stolen. The indictment contained two counts; one for receiving on the 25th June, the other for another act of receiving on the 26th June. The prisoner was tried upon this indictment, and evidence given of both acts of receiving alleged in the indictment.

J. W. Cooper, for the prosecutor.

Naylor, for the prisoner.

The prisoner was convicted; and

Naylor moved in arrest of judgment upon the ground that the prosecutor was bound to elect upon which act of receiving he would proceed.

The RECORDER ruled that the objection was too late; no doubt the prosecutor could have been put to his election upon which count he would proceed (*Reg. v. Dunn*, 1 Mood. C. C. 146), but the objection not being then taken it was too late to move in arrest of judgment: (3 T. R. 98; *Reg. v. Hinley*, 2 M. & R. N. S. 24; *O'Connell v. The Queen*, A. & Fin. 155.)

Sentence, three months' imprisonment.

SUFFOLK QUARTER SESSIONS.—BURY ST. EDMUND'S.

Tuesday, July 6.

(Before the Rev. T. ANDERSON, Chairman.)

REG. v. TAYLOR.

Larceny—Money given to a servant for a specific purpose.

W. T. was intrusted by his master with two sovereigns to pay some tolls and obtain provisions for the use of some lightermen in his master's employment, but instead of doing so, he appropriated the money to his own use, under a supposed right that, as wages were due from him, although not equal in amount to the sum he received, yet he was entitled to retain that sum.

Held, that it was a question for the jury under these circumstances whether the prisoner had a felonious intention.

This was an indictment for larceny; the prisoner, William Taylor, being the foreman of a gang of lighters, the property of the prosecutor, and it being his duty, as foreman, to pay the tolls, provide provisions for the men working the lighters. On the 15th May the prosecutor gave the prisoner the sum of £2 for the express purpose of purchasing some bread and paying some tolls; instead of doing this, the prisoner absconded, and when apprehended, said he had fallen asleep and lost the money. The tolls were not paid, and the barges were detained until security was given in the shape of a chain being left in pledge, and no bread was ever obtained.

J. W. Cooper, for the prosecution, submitted that under these facts the prisoner was guilty of larceny. He cited *R. v. Lavender*, 2 Russ. 160; *R. v. Beaman*, C. & M. 595.

The prisoner, who was undefended by counsel, elicited in cross-examination that on the 15th May his master owed him the sum of 14s. for wages, and he deducted that amount from the money he had received.

The CHAIRMAN left it to the jury to say whether or no the prisoner had a felonious intent in appropriating the money to his own use, or whether he took it with the intention of paying himself the wages due to him.

J. W. Cooper demurred to this direction. Where money was given for a specific purpose it was the duty of the servant to apply it to that purpose; and if, instead of so applying it, he converted it to his own use, then it was larceny.

The CHAIRMAN thought it was right to leave the question to the jury.

J. W. Cooper drew attention to the prisoner's statement that he had lost the money. The claim of wages had not been set up at all before the magistrates, and it was much less than the sum entrusted to him.

The CHAIRMAN charged the jury to the effect that it was for them to say, under all the circumstances, whether the prisoner brought himself within the decision in *Reg. v. Lavender*.

Verdict, Not guilty.

A MARRIAGE ARRANGED BY A JUDGE.—At the Worcestershire Assizes a farm servant named William Shields, twenty-three years of age, was charged with perjury, the case arising out of an affiliation case, the prisoner denying the authorship of several letters written by him to the complainant, Mary Burt. The case had not proceeded

BOROUGH QUARTER SESSIONS.

Borough.	When holden.	Recorder.	What notice of appeal to be given.	Clerk of the Peace.
Bolton	Thursday, July 22	S. Pope, Esq., Q.C.	10 days	J. Gordon.
Lichfield	Tuesday, July 20	H. W. Cripps, Esq., Q.C.	8 days	C. Simpson.
Ludlow	Tuesday, July 27	H. J. Hodgson, Esq.	10 days	H. Salway.
Newark	Monday, July 19	J. F. Stephen, Esq.		T. F. A. Burnaby.
Stamford	Monday, July 19	Hon. E. C. Leigh	10 days	J. Torkington.
Sudbury	Wednesday, July 21	J. H. Naylor, Esq.	Statutory	R. Ransom.
Walsall	Monday, July 19	W. J. Neale, Esq.	10 days	S. Wilkinson.
Wigan	Wednesday, July 21	J. Catterall, Esq.		J. Mayhew.

far when the prisoner said he was anxious to marry the prosecutrix, and she observed that she would have married him had he behaved properly to her. The Chief Justice (to the prisoner).—"Are you ready to marry her?" Prisoner.—"Yes, my Lord; I'll marry her the first opportunity." (Loud laughter, in which the judge heartily joined.) The Chief Justice.—But what does Mary say to that? Prosecutrix.—I am quite willing. The Chief Justice.—I think there must be a conviction, and, perhaps, the best plan will be to respite the sentence till next assizes, and if in the mean time they settle the matter by marriage that will be the best way to settle it. The conduct of the prisoner has been most gross and wicked, but, as he is now sorry, this will be the best way to settle the case. The jury found a verdict of guilty, and the Chief Justice said.—Prisoner, you must be bound over to come up for judgment at the next assizes, but I hope you will not be called upon. Prisoner.—Oh, I'll marry Mary before then, my lord. (Laughter.)

COUNTY FINANCIAL BOARDS.—A return has been prepared for the House of Commons, showing county by county, the total number of members of each class, honorary and elective, who will constitute the boards for financial purposes under the County Administration Bill. In some counties the elected members will be a very small minority compared with the number of magistrates on the roll, but in the following ten cases the elected members of the financial boards will probably exceed one-fourth of the number of magistrates on the roll. In Durham the elected members will probably be 47 to 159 magistrates on the roll; in Huntingdonshire, 12 to 43 magistrates; in Leicestershire, 28 to 106; in Lincoln, 17 to 53 in the Kesteven division, 34 to 112 in Lindsey, and 12 to 22 in Holland; in Middlesex, 122 to 390; in Northamptonshire, 32 to 124; in the Liberty of Ely, 17 to 53; in the East Riding of Yorkshire 34 to 107, and in the West Riding, 103 to 395.

CRIME AND VAGRANCY.—MEASURES TAKEN IN LANCASHIRE AND CHESHIRE.—This important question, which has of late occupied so much public attention, was alluded to by Mr. R. A. Cross, M.P., in his charge to the grand jury at the opening of the Kirkdale Sessions. He stated that in consequence of the prompt action taken by the magistrates of Cumberland and Westmoreland in the apprehension of vagrants, people of this nomadic and half-criminal class had flocked in great numbers into Lancashire, but the magistrates there, and also those in Cheshire, were now adopting measures of arrest which it was hoped would soon teach this army of robbers (for Mr. Cross could call them nothing else) that there was no resting place for them unless they adopted some honest means of livelihood. Mr. Cross next referred to the lamentable amount of ignorance which prevailed amongst the lower classes. We boasted that we were the foremost people in the world, but we were the last people in Europe in regard to education. He urged upon the jury the importance of recognising the fact that the boys and girls now in our streets would be the men and women of the next generation.

FALSE WEIGHTS AND MEASURES.—A Parliamentary return recently issued, and which seems intended to be annual, showing the number of persons convicted in Great Britain in a quarter of the year (the second quarter) of having false weights and measures, belonging to a class of returns which give an imperfect representation of facts. It states that there were 447 convictions in the metropolitan police district, 165 of them in Newington, Surrey. In Lancashire there were 203. In Staffordshire, 208. In Sussex, Wilts, Westmorland, Northumberland, and Monmouthshire there were none at all. In all Berkshire there were only two convictions; in less populous Buckinghamshire there were 18, in Bedfordshire 17, in Cambridgeshire 49, in Cornwall there were only two, in Devon 48. In Hampshire there were only seven, and all in Portsmouth. In Nottinghamshire there were 11, all but one in Nottingham town. In Warwickshire 59, the majority in Birmingham. In the East Riding of Yorkshire there were five, in the West Riding 117. In all Wales there were 55, above a fourth of them in the borough of Welshpool. It is plain enough from the return that there is a vast number of unjust weights and measures in use; but where there is no efficient inspection there are few exposures. It has been urged that weights and measures cannot be absolutely perfect, but pieces of lead attached

to a scale or to the weighing end of a beam are not accidents, nor will wear and tear for a reasonable account for large defects, such as 2lb. in 25lb., or 4lb. in 4lb. The return, extending to 207 folio pages, presents a long and discreditable list of shopkeepers, using weights which give the customers smaller quantities than they pay for. The Bath rule seems a fair one; all persons using weights and measures are required to have them examined twice a year at the office of the inspector, and those who comply with this rule are not summoned if, at any intermediate visit of that officer, their weights and measures merely indicate defects consequent upon the usual wear and tear.

IMPORTANT CASE AS TO THE IMPROVEMENT OF STREETS.—A decision of some importance to municipal authorities and owners of property in the county of Lancashire was given at the quarter sessions held at Preston, on Friday week, by the chairman (Thomas Batty Addison, Esq.), in a case in which the Lancashire and Yorkshire Railway Company were the appellants, and the Over Darwen Local Board of Health the respondents. The appeal was brought to try the validity of an order made upon the railway company by the justices of Over Darwen, on the 20th May last, for the payment of a sum of 64l. 3s., being their proportion of the expense incurred by the local board in the improvement of a street adjoining the railway company's premises at Sough, near Over Darwen. The ground of appeal was that the street in question was an ancient highway, repairable by the public, being part of the old Roman road leading from Darwen in the direction of Turton, and that the expense of its repair ought, therefore, to have been defrayed by the local board as representing the public. The respondents, however, denied this, and also insisted that the appellants were not now at liberty to raise this objection in consequence of not having given the local board notice of objection before the works were executed, in accordance with a provision contained in the Public Works (Manufacturing Districts) Act 1863, under which the works were executed. This Act provided that where the local board had served a notice upon the owner of any property adjoining a street in which such improvements were proposed to be executed, informing him of what was proposed to be done, and of the estimated cost, and had also deposited detailed plans and specifications for his inspection, showing the manner in which the expenses were proposed to be apportioned, then unless such owner gave the local board a written notice of objection before the works were carried out, he would not afterwards be allowed to question the validity of the charge, except on the ground that the works had not been executed in conformity with the plans and specifications. Mr. Leresche and Mr. Watson, who appeared for the respondents, argued that the effect of this provision was that where an owner of property lay by in silence, and allowed the local board, after ample notice to him of their intention, to expend the public money in improving his property without giving any notice of objection, he should not be allowed to dispute payment. They stated that when the statute in question was passed more than 1,500,000l. of public money was about to be spent in improvements of this kind by local authorities under its provisions, and the provision in question was intended to give those authorities some security for the repayment of the money thus expended, and to secure them against unforeseen objections which might be raised by owners of property who had remained quiet until the works had been carried out and their property benefited.—Mr. Addison and Mr. Gorst, who appeared for the appellants, contended that the section referred to did not apply to an objection of this kind, and that they were at liberty to raise it any time, as in case the street were shown really to be an ancient highway they were never liable to repair it, and therefore the proceedings of the local board were bad *ab initio*. After a long argument which lasted the whole of the afternoon, the Chairman gave judgment for the respondents, and confirmed the order made by the justices. On the application of the counsel for the appellants, however, he gave them leave to take a case on the point to the Court of Queen's Bench, the costs to abide the event.—Several other owners of property had also appealed on a similar ground, and their cases were directed to stand over to abide the result of the railway company's appeal.

REAL PROPERTY LAWYER AND CONVEYANCER.

NOTES OF NEW DECISIONS.

WILL—EXECUTION.—At the time of the execution of his will B. was so weak as to be unable to affix his signature, and it was signed for him by the person who drew it. On affidavit that he had afterwards frequently confirmed the will, and that the next of kin did not object, probate was granted: (*Re Elcock*, 20 L. T. Rep. N. S. 757. Prob. Ct.)

LANDLORD AND TENANT—COVENANT NOT TO ASSIGN WITHOUT CONSENT—FORFEITURE.—In Sept. 1860 B. leased a tenement to C. for fourteen years, with a covenant not to underlet, assign, &c., without his written consent, with a claim of re-entry on breach. In 1865 the lessee, with B.'s written consent, parted with the possession to D., but without a formal assignment of the lease. D. continued in possession till Jan. 1867, when, being in difficulties, he executed a deed of arrangement, but before doing so he applied to B. for consent to the lease being vested in the trustees, for which permission was given. In November the trustees agreed with D. for sale of their interest in the premises; and on the 16th Dec. an agreement of sale was executed and E. entered into possession. On ejectment brought by B., it was held that on these facts there had been no forfeiture: (*West v. Dobb*, 20 L. T. Rep. N. S. 737. Q. B.)

WILL—JOINT TENANCY—SEVERANCE.—B. gave all his estate, consisting of personality only, to his wife absolutely, "for the benefit of herself and children," and appointed her executrix. He died, leaving six children; one of the daughters married during the lifetime of the widow and subsequently died. The children were held to take as joint tenants, and the marriage of the daughter was held not to operate as a severance of the joint tenancy: (*Armstrong v. Armstrong*, 20 L. T. Rep. N. S. 776. V.C.J.)

ELEMENTARY PRECEDENTS IN CONVEYANCING. (a)

A Collection of practical Forms designed for professional Use, and suited to the Emergencies of actual Practice, with Notes.

(Continued from page 187.)

PRECEDENTS.

POWERS OF ATTORNEY.

111. Power of attorney from partners to manage their business abroad.

Know all men by these presents that we, A. B. and C. D., both of, &c., carrying on business there in copartnership as under the style or firm of "A. B. and Co." for divers good causes and considerations unhereunto moving do by these presents make, constitute, and appoint Y. Z., of, &c., our true and lawful attorney and agent for us, and in our names, or in the name of our said firm, and as our act or that of our said firm, to carry on, conduct, and manage all and every our business and concerns according to the usual and regular course thereof as heretofore carried on at, &c., and for that purpose for us, and in our names, or in the name of our said firm or otherwise as occasion shall require, to draw, subscribe, and indorse any bill or bills of exchange or promissory note or notes in satisfaction of or on account of any debt or claim due or payable from or to us or to our said firm, and also for us and in our names, or on our behalf, or in the name and on the behalf of our said firm to charter or hire any vessel or vessels in or from, &c., to any port or ports in Great Britain or Ireland, or to parts or places beyond the seas or otherwise as occasion shall require, and for that purpose to enter into, make, sign, and execute all necessary agreements and charter-parties with the owner or owners of such vessels, and upon such terms and conditions as our said attorney shall think advisable, and also to examine, adjust, and settle all accounts and reckonings which shall be subsisting unsettled between us or our said firm, and any person or persons whomsoever in aforesaid, and to pay or receive (as the case may be) the balance, if any, which shall appear to be due on the settlement of such accounts and reckonings. And also for us and in our names, or in the name of our said firm, or otherwise as occasion shall require, to ask, demand, and receive of and from all and every persons or person in aforesaid, all and every sum and sums of money, goods, securities and effects due to us, or to our said firm in their or his custody or possession, or for which such person or persons is, are, or shall be liable or accountable to us or to our said firm in anywise. And upon receipt thereof to give and execute

(a) By THOMAS WILKINSON, Esq., Liverpool.

effectual releases and discharges for the same, and also to institute such actions, suits, or proceedings in any court or courts of law or equity as shall be deemed necessary or advisable for enforcing the payment or recovery thereof, and to appear to and defend any actions, suits, or other proceedings commenced or to be commenced against us or our said firm, and either to proceed to judgment and execution, or to become nonsuit, or to suffer judgment to go by default in any such actions, suits, or other proceedings as aforesaid, or to compromise the same as shall be most expedient, and to submit to arbitration any disputes or questions which may arise between us or our said firm and any other person or persons, and for that purpose to execute any bonds or agreements of submission, and to perform the award to be made in pursuance thereof, and to take security for any debt or debts due to us or to our said firm, or to receive payment or satisfaction for the same in real or personal property, and for that purpose to execute all necessary conveyances and assurances thereof, and afterwards, if deemed expedient, to sell and convert into money such property, and to sign, seal, and deliver all necessary conveyances, assignments, and assurances to the purchasers of the same or any part thereof; and to give and execute valid receipts for the purchase-money, and also to compound for any debt or debts due to us or our said firm, if deemed expedient, and for all or any of the purposes aforesaid, one or more attorney or attorneys, substitute or substitutes, with the whole or less power to appoint, and from time to time, at pleasure, to revoke every or any such appointment, and other or others to appoint, and generally to act, in the entire management and conduct of all matters relating to or connected with our business or the business of our said firm, and to use and pursue all such ways and means, and make, do, and execute all such acts, deeds, matters, and things, as may be requisite or expedient for that purpose, in as full and absolute a manner as we ourselves could do, perform, and execute the same in our own proper persons. We, the said A. B. and C. D., hereby ratifying, allowing, and confirming, and promising, and undertaking to ratify, allow, and confirm all and whatsoever our said attorney or any such substitute or substitutes shall lawfully do or cause to be done in the premises by virtue of these presents. We, the said A. B. and C. D., hereby authorising our said attorney to appear before all and every or any the court or courts, magistrate or magistrates, officer or officers, constituted and appointed for the registration of deeds and documents in aforesaid, and to cause these presents and all other instruments, and writings connected with the execution and fulfilment hereof to be duly registered and recorded according to law. In witness, &c.

112. Power of attorney from mortgagee of hereditaments abroad to agent to enter and sell.

Know all men by these presents, that I, A. B., of, &c., hereby constitute and appoint C. D., of, &c., my true and lawful attorney and agent for me, and in my name, and on my behalf, or otherwise, for my use, as and when he shall think proper, to enter upon and take possession of all and singular the house with the garden and appurtenances thereto in . . . And also to enter upon and take possession of all and singular, or any part or parts, of the lands, hereditaments, and premises comprised in and assured to me by way of mortgage by a certain indenture, dated, &c., and made between Y. Z. of, &c. [mortgagor] of the one part, and myself of the other part, and for that purpose or any other purpose connected with the execution and fulfilment hereof, to commence and prosecute or defend such actions, suits, or other proceedings as my said attorney shall deem expedient, And for me and in my name to exercise, perform, and execute all powers of sale and other powers or authorities over or in relation to the said house, lands, and premises, and to execute all deeds and documents necessary for the purposes aforesaid as fully and effectually as I myself could or might lawfully exercise or execute the same if personally present. And also for me and in my name or otherwise for my use, to ask, demand, and receive of and from all and every person and persons in . . . or elsewhere in . . . liable or accountable in that behalf all and every sum and sums of money, goods, securities, and effects due to me, and in his or their custody or possession, or for which such person or persons is, are, or shall be liable or accountable to me in anywise, and upon the receipt thereof to give and execute effectual releases and discharges for the same. And I empower my said attorney on payment to him by the said Y. Z., his heirs, executors, administrators, or assigns, of the moneys secured to me by the aforesaid mortgage to re-convey or re-assign the land and premises comprised in the said security to the person or persons entitled thereto. And in default of payment to sell the same lands and premises and every or any part thereof, and convey

and assure the same or such part or parts as shall be sold to the purchaser or purchasers thereof, and to give effectual receipts, releases, and discharges for the purchase-moneys. And for all or any of the purposes aforesaid one or more, &c. [Power to appoint substitute or substitutes, and to revoke appointment, from time to time, and authority to register documents in local courts as in precedent 111, supra.] In witness, &c.

112*. Power of attorney from inspectors under deed of inspectorship, to collect portions of their trust estate.

To all to whom these presents shall come, A. B. and C. D., of, &c. [inspectors] send greeting. Whereas, &c. [recital of deed generally and particularly clause therein giving power to inspectors to delegate]. And whereas all the conditions required by the Bankruptcy Acts then in force concerning deeds of inspectorship were complied with and fulfilled, and all things done necessary to make the said in part recited indenture a valid deed of inspectorship within the provisions of the Bankruptcy Act 1861, and the same was duly registered accordingly. Now these presents witness that for better recovering and receiving the goods and moneys hereinafter referred to, and in pursuance of the above-mentioned power conferred upon and vested in the said inspectors, and by virtue of all other powers us enabling in that behalf. We, the said A. B. and C. D., do jointly and each of us, doth separately, by these presents hereby constitute and appoint Y. Z. a partner in the firm of Y. Z. and Co., of, &c., the attorney of them the said debtors and each of them; and of us the said A. B. and C. D. and of each of us for them the said debtors and each of them, and in their or his names or name, and for us the said inspectors and each of us to claim, demand, sue for, recover, receive, and take possession of all goods, chattels, and effects, accounts, books, moneys, negotiable or other instruments or securities, being parts of the said joint and separate estates of the said debtors or either of them respectively which are now due, owing, belonging, or appertaining to the said debtors, or to either of them, or to us as aforesaid, or to the said joint and separate estates respectively from M. N., of, &c. [debtor], and from the persons comprising the partnership firm of "P. O. and Co." of, &c. [other debtors], and from any other firm or firms, person or persons in . . . liable or accountable in that behalf, or which are in the possession of the said M. N. and "O. P. and Co." or of any person or persons in . . . and to give receipts and acquittances for the same, and to indorse and transfer all instruments relating to or respecting the ownership of any part of the said property, and to appoint substitutes for all or any of the purposes aforesaid, and to do all or any of the said acts; we, the said A. B. and C. D. and each of us respectively, hereby undertaking to ratify and confirm all acts and things to be done under the authority herein contained. In witness, &c. (a)

JOINT-STOCK COMPANIES' LAW JOURNAL.

NOTES OF NEW DECISIONS.

SALE OF SHARES—USAGE OF STOCK EXCHANGE—NOMINEE OF JOBBER—ULTIMATE PURCHASER.—The plaintiff, through his brokers, sold to Guerend-Gurney shares to the defendant, a jobber, for the account day, and on the same day the defendant gave in the name of G. to the plaintiff's brokers as the ultimate purchaser G.'s name was given with his authority, and was not objected to at the time by the plaintiff or his brokers, and in due course a transfer to was executed by the plaintiff and handed to or to F., his broker, for him, and the price the shares was received by the plaintiff through his own brokers. It afterwards appeared that the shares had been in fact purchased by through his broker F., and that upon Over and Gurney's failure, shortly before the next day, S. had directed his broker not to pass G.'s name as the purchaser, and accordingly F., in direction of S., passed G.'s name to the defendant as that of the purchaser. This was done in pursuance of an arrangement made by with G., a person in poor circumstances, wholly irresponsible, that for the sum of 4l. he should take a transfer of the shares into

(a) It must clearly appear in this and like cases, of the persons seeking to give such a power are competent to do so, and expressly authorised to delegate what they are acting, otherwise such a substitution would be in contravention of the maxim, *delegatus non potest delegare*, and void. Where, however, authority is given by A. to B. to execute a power himself, or give it another; by so giving it he does not delegate it. (See *Doe dem. Duke of Devonshire v. Lord G. Cavendish*, 4 T. R. 774n.)

name; but of this arrangement the brokers on both sides and the plaintiff and defendant were entirely ignorant. G. not paying calls subsequently made, and the defendant, though requested by the plaintiff to do so, refusing to pay them, the plaintiff was compelled to pay the amount, and in an action to recover it back from the defendant, it was held, on the authority of *Grissell v. Bristowe*, in the Exchequer Chamber, 19 L. T. Rep. N. S. 390; L. Rep. 4 C. P. 36; 38 L. J. 10, C. P., by Kelly C. B., Bramwell, B., and (*hesitante*) Pigott, B. (*dissentiente* Cleasby, B.) that the defendant having given in, with the nominee's authority, the name of G. as the ultimate purchaser, and the plaintiff having accepted it without objection, and executed a transfer of the shares to G., the defendant had performed his part of the contract as jobber, and exonerated himself of all liability thereon. Per Kelly, C.B. —Any holder of shares in a joint-stock company may lawfully sell and transfer them, and cease to be the proprietor of them, and vest the property in them in the vendee, with or without consideration, or even paying a sum of money to the vendee to accept them, although the latter be irresponsible or insolvent; and if the name of an insolvent, who has thus become the owner of shares, be given in by the jobber as the ultimate purchaser, the seller by the usage of the Stock Exchange, may object to him, and has ten days from the account-day for that purpose; but if he fail to do so, and accepts the nominee without inquiry, he is bound by the usage to recognise him, and him alone, as the purchaser. Per Bramwell B.—Upon a sale of shares in the Stock Exchange market, where both the buyer and seller are members of the Exchange, the sale must be taken to be according to the rules and practice of the Stock Exchange, and there is no question as to the reasonableness of such rules and practice. Per Cleasby, B.—The usage for the jobber to substitute a name for his own is limited to the legitimate purposes for which it was intended, and does not apply when the name given is not that of an ultimate purchaser, but of a man of straw, selected because he is a man of straw, and bribed to permit his name to be used. The ticket by which the name is passed must, by the usage, be a *bona fide* document; it passes current among the brokers, and this currency makes it a most important document, and must be upon the faith of its being genuine. Here, it falsely represented G., the pauper substitute, to be a purchaser at 2s. 6d. discount, or 14l. 7s. 6d. a share, and so imposed upon the plaintiff's brokers, who made out the transfer upon its basis. I should decline, therefore, to infer that the same usage which made it pass current recognised, as coming within the usage, a document fabricated for the purpose of imposition. The defendant has not satisfied the usage, nor having given the name of an ultimate purchaser, in compliance with it, and, therefore, continues responsible to the plaintiff: (*Masted v. Paine*, 20 L. T. Rep. N. S. 148. Ex.)

LAW STUDENTS' JOURNAL.

ANSWERS TO THE FINAL EXAMINATION QUESTIONS.

TRINITY TERM 1869.—SECOND DAY.

VI. BANKRUPTCY AND PRACTICE OF THE COURTS.

56. *Verdict when provable*.—A verdict is only *prima facie* evidence of a debt, which the assignees are at liberty to impeach; and if there be legal or equitable grounds upon which the verdict cannot stand, it is the duty of the commissioner to inquire into them, and admit or reject proof accordingly: (*Doria & Mac. Bank. 786.*) Even when damages in tort have been assessed by a jury, they are not considered as a liquidated debt provable under the bankruptcy till judgment has been actually signed: (*Sm. M. L. 598, 5th edit.*)

57. *Proof of debt*.—He may do so by statement and declaration: (See the mode, *Doria & Mac. Bank. 786.*)

58. *Creditor holding security*.—The chief rule on this subject is that a creditor holding a security upon the bankrupt's estate shall not be suffered to prove unless he will give it up, or its value has been ascertained by sale. But a creditor holding a security of a third person is not obliged to give it up or sell it before proving. So a joint creditor holding a separate security from one of the co-debtors, or separate securities from both of them, may prove against the joint estate without sur-

render or sale of his security. And the holder of a joint security may prove against the separate estate of one debtor, and recover what he can against the other: (*Sm. M. L. 595, 5th edit.*)

59. *Action—Election*.—Yes; he may relinquish his action, and then prove under the adjudication; and such proof will be considered an election to take under the adjudication, and the creditor is thereby freed from the costs of the suit: (12 & 13 Vict. c. 106, s. 182.)

60. *Action*.—See preceding answer.

61. *Proof for costs*.—Costs, though untaxed, of obtaining any judgment, decree, or order, which may have been made before bankruptcy, for any debt or demand may be proved. So the payment of costs enforceable by attachment may be proved: (*Will. P. P. 138, 5th edit.*)

62. *Judgment-debtor summons*.—Every judgment-creditor who is entitled to issue a *ca. sa.* against the debtor in respect of any debt of 50l., exclusive of costs, may at the end of one week in the case of a trader, and at the end of one month in the case of a non-trader, issue a judgment-debtor summons requiring him to appear and be examined respecting his liability to pay the debt under the 24 & 25 Vict. c. 134: (See further *Will. P. P. 128, et seq., 5th edit.*)

63. *Composition-deed—Evidence*.—It must be duly registered under the 194th section of the 24 & 25 Vict. c. 134.

64. *Composition or trust deeds*.—(1) A majority in number, representing three-fourths in value of 10l. and upwards, after deducting the value of securities held, must assent to the deed and prove their debts by affidavit or declaration; (2) the deed must be executed by the trustees; (3) the execution by the debtor must be attested by a solicitor; (4) within twenty-eight days from its execution, the deed, duly stamped, and a certified copy, and schedule of debts and liabilities, the times when they were incurred and the consideration for them, the names and addresses of the creditors, the amounts due to them, the securities held by them, and the value of such securities, &c., verified by affidavit, must be left with the chief registrar of bankrupts; (5) the fact that the required majority of creditors have assented, and the value of the property must be verified. A memorandum of the deed must also be left and advertised in the *Gazette* within forty-eight hours afterwards: (See Bankruptcy Acts 1861 and 1868, and Orders thereon.)

65. See answer No. 58.

66. *Requisites to adjudication*.—There must be proof, by affidavit or otherwise, of a trading within the meaning of the bankrupt laws, a sufficient petitioning creditor's debt, and the debt must have been contracted whilst the debtor was a trader, or must have been subsisting during that period, and due before the bankruptcy; an act of bankruptcy must be committed within twelve months before the filing of the petition, and the creditor must proceed to obtain the adjudication within three days after filing his petition, or within such extended time (not exceeding fourteen days) as shall be allowed by the court: (12 & 13 Vict. c. 106.)

67. *Steps after adjudication*.—A duplicate of the adjudication is served on the bankrupt, who is allowed seven days, or such extended time as the court thinks fit, to show cause against the adjudication, and if this be not done, it is forthwith to be advertised in the *Gazette*: (See the further proceedings, *Will. P. P. 135, et seq., 5th edit.*)

68. *Act of bankruptcy by trader-debtor—Summons*.—Under the 12 & 13 Vict. c. 106, which provides that a creditor may deliver in writing the particulars of his demand, with a notice requiring payment, and file an affidavit of the truth of the debt, that the debtor is a trader, and that he has delivered particulars and notice. The trader is then summoned to appear before the commissioner and state whether he admits or denies the demand, and swear he has a good defence. If he admits it, or any part of it, he must sign and file a written admission. If he refuses to admit the demand, the court may require him to sign and file a deposition on oath that he has a good defence on the merits, and enters into a bond with two sureties to pay such sum and costs as may be recovered in an action by the creditor. If he does not do so, or makes default in appearing to the summons (having no lawful impediment), and does not, within seven days after personal service of the summons or filing the admission, pay, secure, or compound for the debt, he commits an act of bankruptcy on the eighth day, provided a petition be filed against him within two months from the filing of creditor's affidavit: (See sects. 78 to 81.)

69. See preceding answer.

70. See answer No. 58.

VII. CRIMINAL LAW AND PROCEEDINGS BEFORE JUSTICES.

71. *Justices of the peace*.—Justices of the peace were formerly called conservators; and of these, several are so by virtue of their office: the first is the King; then comes the Lord Chancellor; the lord treasurer; the lord high steward; the lord

marshal; the justices of the Court of Queen's Bench; the Master of the Rolls; the coroner. Justices of the peace are either for the borough or county: (See further, 2 Steph. Com.)

72. *Highway*.—By the Highway Act (5 & 6 Will. 4, c. 50, amended by 4 & 5 Vict. cc. 51, 59; 8 & 9 Vict. c. 71, and 25 & 26 Vict. c. 61), the inhabitants in vestry assembled may direct the surveyor to apply to two justices of the division to examine a highway, with a view of its being diverted or stopped up; and if a certificate of the justices in favour of the proceeding is sent to the quarter sessions, the justices there assembled are to make the order accordingly. But in case of a diversion, the proceedings must be by consent of the owner of the lands through which the new highway is to pass. And a party, thinking himself aggrieved, may appeal from the certificate of the justices to the quarter sessions, before the order of that court is made: (3 St. C. 249, &c., 5th edit.)

73. *Landlord and tenant*.—Where the rent does not exceed 20l. and the term is ended by notice to quit, &c., the landlord, &c. may give seven days' notice of his intention to apply to justices. On the hearing, on proof of the tenancy, the title and service, the justices may issue a warrant for the delivery up of possession at not less than twenty-one or more than thirty days: (See Stone's Justice, 194; Law Examination Reporter, No. 3, p. 49.)

74. *Mode of procedure*.—The prisoner is taken before a magistrate. The evidence of the witnesses is taken down in writing in his presence, and signed by them and also by the magistrate. The depositions are read over to the prisoner, and anything he may say after being cautioned is also taken down. If the magistrate is satisfied that there is a *prima facie* case against the prisoner, he will commit him to prison for trial, or admit him to bail. An indictment is subsequently preferred at the assizes against him to the grand jury, and if they return a true bill he is tried in due course by the petit jury.

75. *Competency of witnesses*.—Very little difference now prevails as to the competency or incompetency of witnesses in civil and criminal cases; yet an important exception exists as to husbands and wives who are witnesses for and against each other in ordinary civil actions and suits but not in criminal cases: (*Rosc. Cr. Ev. 116, 6th edit.*)

76. *Rules of evidence*.—The general rules of evidence are the same in criminal as civil cases. And the primary division is into primary and secondary evidence; and the best evidence must be produced, if possible, before any other evidence is admitted: (*Rosc. Cr. Ev. 1, 6th edit., et infra.*)

77. *Irrelevant matter*.—Evidence which would otherwise be inadmissible is received because it serves to identify the prisoner with the commission of the crime; or to explain his motives or intention; and in other like cases: (*Rosc. Cr. Ev. 86, et seq., 6th edit.*)

78. *Circumstantial evidence*.—Direct evidence is the best or primary mode of proof, as where a prisoner was seen to commit the crime. It is circumstantial when the fact itself cannot be proved by direct evidence, but by surrounding circumstances, as on proof of a felony having been committed and the property is shortly afterwards found in the possession of the prisoner: (*Russ. Crimes, 726 733.*)

79. *Presumptions*.—Presumptions of law are rules of jurisprudence, while presumptions of facts are inferences of facts from the proved existence of other facts—acts of reasoning. In civil cases it is always necessary for a jury to decide the question at issue, and whatever be their decision rights of the parties will be affected; but in criminal cases there is always a result open to a jury which is partly looked upon as merely negative, namely, that which declares the accused to be not guilty: (*Rosc. Cr. Ev. 14, 15, 6th edit.*)

80. *Presumptions*.—(1). Not to convict one of stealing the goods of an unknown person merely because he would not give an account how he came by them unless there was proof of a felony of those goods. (2). Not to convict of murder or manslaughter unless the fact were proved to be done, or the body found dead.

81. *Burden of proof*.—Presumptions of law are sometimes so strong as to throw the burden of proof on the prisoner; as when A. kills B. with a deadly weapon, malice premeditated is presumed and must be rebutted by the prisoner.

82. *Witnesses*.—In cases of treason and perjury.

83. *Dying declarations*.—When made in full confidence of approaching death and when the death is the subject of the charge, and the circumstances of the death are the subject of the dying declarations.

84. *Confessions*.—The confession must be voluntary, for if made by threat or inducement of a temporal nature having reference to the charge it is not receivable. The inducement must, however, be by a person in authority, as the prosecutor.

85. *Privilege of witness*.—The grounds are three:—(1) that to answer the question would expose the witness to consequences so injurious

(a) The questions are given ante, p. 168.

that he should be allowed to decline doing so; (2) that to answer the question would be a breach of confidence which he ought not to be forced to commit; (3) that to compel the witness to answer the question would be against public policy: (Rosc. Cr. Ev. 137, 6th edit.)

MERCANTILE LAW.

WHAT IS "MACHINERY."—A point as to the meaning of "machinery" in the mortgage of a mill, has been decided by Lord Justice Giffard in a case *Ex parte Astbury and Ex parte Lloyd's Banking Company, re Richards and Hill*. The dispute was between the assignees of Richards and Hill, who were bankrupts, and the banking company, who were mortgagees of the premises and machinery of a rolling-mill. The latter claimed under the mortgage, as against the bankrupts' assignees, certain duplicate sets of iron rolls as part of the machinery, and this claim was ratified by the Lord Justice. His reason was that the duplicate set of rolls were like duplicate latch-keys to a lock—it was unreasonable to argue that under a deed only one set of latch-keys would pass. His Lordship also decided that the "straightening plates" for a weighing machine passed under the mortgage, though the machine itself being quite detached, and not being part of the fixed machinery of the mill, would not so pass.

TELEGRAPH LAW.—The case of *Playford v. The Electric Telegraph Company* is probably one of the last cases we shall hear of to recover damages from a company for a mistake in a telegram; but the point raised was curious, though the case cannot be of much importance now as a precedent. The plaintiffs having a cargo of ice at Grimsby, invited an offer from merchants at Hull for it, and the latter telegraphed that they would give 23s. per cwt. This price the telegraph company made 27s., and the plaintiffs at once sent the cargo to Hull to their great loss. In an action against the company, however, to recover that loss, it was decided that the plaintiffs could not maintain it, as the contract to send the message was not with them. Such a decision undoubtedly reveals a great imperfection in the law. Either the receiver of the telegram should be entitled to recover damages for the wrong-going of the telegraph company in a matter where they certainly had an interest, or the company should be considered the agent of the sender of the message, so that the plaintiffs would have been entitled to hold the sender responsible for the message as delivered, his right of action against the company being undoubted. But the law is ceasing to be of practical interest, when the public are about accepting an agency from which no damages will be recoverable. We may suggest, however, that the telegraph department *ex gratia* should create an insurance fund for mistakes in messages. The liability to fatal mistake is much greater with telegrams than with letters, and this is a good practical reason for not applying to it the Post Office rule of no damages for mistakes or delay.—*Economist*.

MARITIME LAW

NOTICE OF ABANDONMENT.—The rule has been laid down by the Queen's Bench, in the case of *Strange v. The English and Scottish Marine Insurance Company*, arising out of the American war, that notice of abandonment may be given after capture on any material change in the condition of the things insured, and that a forced sale under the orders of the court, the defendants objecting to give bail for the full value of the goods, was such a change. The mere prolongation of the litigation would not have been enough when the assured had elected not to treat the loss as total; but the sale of the cargo "placed the case on quite a different footing," and the assured became entitled to give notice of abandonment.

MARITIME LAW—THROUGH FREIGHTS.—According to *Greeves v. The West India and Pacific Steamship Company*, the agents for through freights, and the shippers who employ them, would require to be very careful in their arrangements. The plaintiffs in this case had shipped through to San Francisco by arrangement with the defendants, who, however, only signed the bill of lading "for the service from Liverpool to Colon," two other companies signing it "for the service from Colon to San Francisco." Notwithstanding this the defendants received the whole freight; and the goods having been lost between Liverpool and Colon, the question was whether they were entitled to retain the whole, and pay the two companies which had never received the goods at all, under the stipulation that "freight and prime is to be considered as earned, ship lost or not lost," or whether they should retain all the freight except what they themselves earned. The latter was the view taken by the court, and the defendants were held to have acted wrongfully in paying to the

second carriers an allowance for freight on goods which they had not begun to carry. Had the defendants signed the bill of lading for the whole service, the judgment perhaps would have been different, but the evidence was held to prove that the service and freight were to be distributed.—*Economist*.

ECCLESIASTICAL LAW.

NOTES OF NEW DECISIONS.

COURT OF ARCHES ARE BOUND TO ACCEPT LETTERS OF REQUEST.—CONSTRUCTION OF CHURCH DISCIPLINE ACT.—After a report of a commission of inquiry on a charge of heresy, a bishop sent the case by letters of request to the Court of Arches. That court having refused to accept the letters of request so sent, on appeal to the Judicial Committee, it was held (reversing the judgment below), that on the true construction of the Church Discipline Act, the judge of the Court of Arches could not refuse to deal with the case. The words of sect. 13 of the Act, "to be there heard and determined according to the law and practice of such court," are to be construed according to their ordinary acceptation, as creating the duty as well as the power of so hearing and determining the case sent. Letters of request are no more than the process by which the cause is to be placed in a condition to be heard and determined by the Superior Court. Comments on the cases of *Brookes v. Cresswell*, 4 Notes of Cases, 431; and *Sanders v. Head*, 4 Moo. P. C. 196; (*Sheppard v. Phillimore*, 20 L. T. Rep. N. S. 762. Priv. Co.)

COUNTY COURTS.

NOTES OF NEW DECISIONS.

COSTS.—The plaintiff, on the 15th July 1867, and before the passing of the 30 & 31 Vict. c. 142, commenced an action in this court against the defendant for goods sold and delivered, which action by a judge's order was referred for trial to a County Court, but before trial the above statute came into operation. At the trial a verdict was returned for the plaintiff for 13l. Held (per Mr. Justice Lush and Mr. Justice Hayes), that by the operation of the above statute the plaintiff was not entitled to his costs; but per Mr. Justice Hannen that the plaintiff was entitled to his costs by virtue of the Statute of Gloucester: (*Mirfin v. Atwood*, 20 L. T. Rep. N. S. 779. Q.B.)

LIVERPOOL COUNTY COURT.

(Before Mr. Serjeant WHEELER, Judge.)

MILLIGAN v. MACK.

Admiralty jurisdiction—Wages.

In this case, which which was heard a short time since, his HONOUR gave judgment as follows:—This was a plaintiff entered on the common law side of the court, since the time at which the order in council constituting this court an Admiralty Court took effect, to recover from the defendant, the owner of the ship *Mary Mack*, the sum of 25l. 8s. 1d., claimed to be due to the plaintiff as master of such ship. Mr. Bremner appeared for the plaintiff; Mr. Nordon for the defendant; and when the case came on for trial Mr. Nordon objected that the cause had been wrongly entered on the common law side, and that the court has now no power to entertain the suit except under its Admiralty jurisdiction. This objection—which is a very formidable one, and is supported by the high authority of Messrs. Williams and Bruce in their recent very able work on Admiralty practice—arises under the 5th section of the Act 30 & 31 Vict. c. 71, by which Admiralty jurisdiction is conferred upon County Courts. The 2nd section authorises Her Majesty, by order in council, to appoint that any County Court should have Admiralty jurisdiction, and to assign to it a district for Admiralty purposes. And the section further provides that any such order in council might be from time to time varied as deemed expedient, and that a County Court so appointed to have Admiralty jurisdiction, and no other County Court, should, for the purposes of the Act, be deemed a County Court having Admiralty jurisdiction. Sect. 3 provides that any County Court having Admiralty jurisdiction should have jurisdiction and all powers and authorities relating thereto to try and determine, subject and according to the provisions of that Act, certain enumerated causes, which, says the section, are "in this Act referred to as Admiralty causes." Amongst the enumerated causes is any claim for wages not exceeding 150l. The 5th section, upon which the present question hinges, provides that, after the time specified in each order

in council under that Act, appointing a county court to have Admiralty jurisdiction within any district, and no County Court other than the County Court so appointed should have jurisdiction within that district in any Admiralty cause, provided that all Admiralty causes at that time pending in any County Court within that district might be continued as if no such order in council had been made. What, then, is the meaning of this section? For the plaintiff it is contended that it leaves the common law powers of all the County Courts untouched; whilst the defendant insists that any causes which by the Act are made Admiralty causes, and which, when the order in council appointing a particular County Court to have Admiralty jurisdiction took effect, were pending under the common law jurisdiction of such court, might be continued as if no order in council had been made, but that no further plaintiffs could be entered on the common law side of the court in respect of causes which by the Act are made Admiralty causes, all such claims being thenceforth cognisable only under the provisions of the Admiralty Act. Now, unless and until a County Court were made an Admiralty Court under that Act, it had not and it could not have any Admiralty causes pending, and therefore it is difficult to understand how this section can be said to apply to the case of a court which has not, and never had, Admiralty jurisdiction. Upon looking back to the 2nd section, it will be found that it is expressly provided that any order in council appointing a particular court to have Admiralty jurisdiction, and assigning to it a particular district, may be from time to time varied as may seem expedient, so that, in fact, there may be a succession of orders in council, under one of which Admiralty jurisdiction may in the first instance be given to a particular court, and under another of which it may be taken away from that same court. And the introductory words of the 5th section point to a varying state of things, for they speak of "the time specified in each order in council," evidently referring to successive orders in council, in which the state of things existing under any previous order in council may be changed. The proviso at the close of the 5th section may, therefore, be interpreted as applicable to the case of a court which has been made an Admiralty Court under the Act, and in which Admiralty causes have been pending, but whose powers as an Admiralty Court have ceased by some subsequent order in council. The effect of this interpretation is that the common law powers of the County Courts remain unaffected by the Act. This construction has the advantage of being consistent with what I think may be fairly assumed to have been the intention of the framers of the Act, namely, to add a jurisdiction, but not to interfere with an existing jurisdiction where the amount claimed is within the ordinary common law powers of the court. And it would really be a great evil if the court were to be compelled to adopt the construction of the Act contended for by the defendant; because the result would be to compel the institution of an Admiralty suit instead of an ordinary plaintiff in the most trivial cases of, say seaman's wages, and to take away from every County Court in England a jurisdiction which each court (but for the Admiralty Act) possesses in common. It is often very difficult to construe the terms of an Act of Parliament; but where, in a statute intended to confer a benefit upon the community, as in this case, by improving the remedies or adding a new remedy for the assertion of private rights, the language used is either doubtful in import or admits of diverse interpretations, I conceive it to be the duty of the court so to interpret it as to secure to the public the benefit intended. That benefit seems to me in this class of cases to consist in giving to parties having a maritime lien the benefit of that lien by affording facilities for the institution of Admiralty suits in certain County Courts, leaving open the ordinary remedy at common law. The difficulties of the conclusion I have come to upon the words of the statute are enhanced by the fact that my view appears to differ from the opinion expressed by the very learned writers to whom I have referred, who consider that the "section takes away, subject to the proviso, all common law jurisdiction as to the claims mentioned in sect. 3 from all County Courts other than the County Courts mentioned in the Order in Council," and that "all such claims seem to be subject to the provisions of the Act." I am glad to add that my opinion is subject to review, and that I shall be happy to give every facility for the purpose.

BUYING STOLEN PROPERTY.—On Friday, at the Westminster County Court, an action was brought by Mr. Harold, one of the "Royal Christys," against Mr. Watson, musical instrument dealer, of Holborn, for the recovery of 11l., which he had paid to him for the purchase of a valuable flute in May last. The flute in question was stolen from the office of Mr. L. P. Emile Clairat, of Lloyd's, in Leadenhall-street, in July 1867.

On the discovery of the robbery, Mr. Clairat applied to the city detective police, and advertised his loss in the daily papers, and likewise in the *Pawnbrokers' Gazette*. The flute cost thirty guineas. Mr. Harold, on purchasing the instrument, finding it wanted repairing, took it to the maker, Mr. Clinton, of Percy-street, who recognised the flute as the only one of that description made by him, and immediately informed Mr. Clairat of the circumstance. Mr. Clairat placed the matter in the hands of Detective-officer Smart, who traced it as having been pawned at Mr. Attenborough's, No. 72, Strand, on the afternoon of the day of its being stolen, and subsequently sent to Messrs. Debenham's for sale at a public auction, where it was purchased by Mr. Watson. The Judge stated that, as the flute was distinctly proved to be stolen property, it must be given up, and the 11l. be paid to Mr. Harold, with costs.

BANKRUPTCY LAW.

NOTES OF NEW DECISIONS.

BANKRUPTCY—LANDLORD AND TENANT—ELECTION BY ASSIGNEES.—R. held of the plaintiff, as tenant from year to year, two farms, the one from 29th Sept. 1864, the other from 29th March 1865, and became bankrupt in Aug. 1866. R.'s assignees then took possession of the farms, and certain disputes having arisen between them and the landlord as to the observance of the terms on which R. held the farms, the assignees refused, in Oct. and Nov. 1866, to allow the landlord to enter on the farms for the purpose of cultivating them, or for any other purpose, and sold the feed of parts of the farms up to Christmas 1866, and did not deliver up possession of the one farm till March 1867, or of the other till Dec. 1866. The assignees having refused to pay rent after Sept. 1866, and having neglected to cultivate the farms, on a case empowering the court to draw inferences of fact: Held, that the assignees by their conduct must be taken to have elected to take the farms, and consequently that they were liable for the rent owing up to the time of their delivering up possession, and for the damage caused by their neglect to cultivate the farms: (*Bradshaw v. James*, 20 L. T. Rep. N. S. 781. Q. B.)

LIVERPOOL BANKRUPTCY COURT.

Wednesday, June 30.

Re GEO. UNDERWOOD.

The B. A. 1861—*Suspension of proceedings in bankruptcy under sect. 110.—Parochial rates.* The court has no jurisdiction to order payment of rates in full where the assignees have divested themselves of the estate in favour of the bankrupt, and where he has obtained his order of discharge.

Motion in this case was made to the court on the 23rd inst., and judgment reserved till this day. His Honour said:—In this case an application has been made by Mr. Tidswell on behalf of the collector of the extra-parochial district of Toxtethpark, for leave from this court to apply to the justices sitting in petty sessions for a warrant of distress on the goods of the bankrupt, in satisfaction of a claim for 78l. 15s. due for poor rates to the overseers of the said district. It appears by the file of proceedings, that a proof for 87l. 3s. 9d. was duly made by the collector on the 7th Oct. 1868. On the 20th of Oct. 1868, proceedings in bankruptcy were suspended under the provisions of sect. 110, Bankruptcy Act 1861. Subsequently, on the 30th Dec. 1868, an order was made by Mr. Registrar Lee, duly acting as deputy for the commissioner of this court, in the terms of sect. 156, Bankruptcy Act 1861, for payment of 78l. 15s. being poor rates in full. It was forcibly argued by Mr. Tidswell, on the authority of the judgment of Mr. Commissioner Bacon in *Ex parte St. Andrews, Holborn*, 20 L. T. Rep. N. S. 281, that it was not in the power of a debtor extending a deed of assignment or composition to escape from the conditions which gave to certain public burdens a priority over the claims of creditors; but I am of opinion that it is unnecessary for me to review either the facts or the numerous decisions to which I was referred, as Mr. Tidswell has failed to satisfy me that there is any ground for the interference of this court. The leave of the court is indisputably necessary in the case of deeds of arrangement under sect. 198 (Bankruptcy Act 1861), but there is no provision of a like description applicable to liquidation or composition under sect. 110. The representative of the parish officers must apply to the justices in petty sessions for a warrant of distress in the ordinary way. That tribunal will decide all questions both of law and fact; and if the overseers be dissatisfied with the decision of the justices, they have an opportunity of appeal by applying for a rule in

the Court of Queen's Bench, under the provisions of 11 & 12 Vict. c. 44. I am therefore of opinion that the present application must be refused.

Tidswell said that his client's application to the Court of Bankruptcy was in consequence of intimation from the magistrates that they considered the question to be within the jurisdiction of the Court of Bankruptcy.

His Honour repeated that no case had been made out for the interference of the Court of Bankruptcy.

CORRESPONDENCE OF THE PROFESSION.

[Note.—This department of the LAW TIMES being open to free discussion on all professional topics, the Editor is not responsible for any opinions or statements contained in it.]

PRELIMINARY EXAMINATION FOR ARTICLED CLERKS.—I intend presenting myself shortly for the preliminary examination, but see no prospect of being articulated to a solicitor for several years. Supposing I successfully pass the preliminary examination now, can I be articulated five or ten years hence? C. G.

[Certainly.—Ed.]

LAW STUDENTSHIP.—Can any one inform me where I can obtain particulars as to the law studentships given by the Council of Legal Education, and the exhibitions given by the Inns of Court? Can articulated clerks compete for both or either of these? GEORGIUS.

[Only Bar students can compete. Apply to the steward, Lincoln's-inn.—Ed.]

DEED OF ARRANGEMENT.—A., finding himself in difficulties, proposes to pay his creditors a composition. His liabilities amount to about 40l., and there cannot be any assent required to the deed as there are no debts amounting to 10l. and upwards, the largest one being 9l. I shall be glad if some of your readers will inform me through the columns of your journal whether the deed can be registered under the Bankruptcy Act, and, if so, whether the same steps (save the list of creditors over 10l.) must be taken as in the case of an ordinary deed. INQUIRER.

Burslem, July 12, 1869.

NOTES AND QUERIES ON POINTS OF PRACTICE.

[N.B.—None are inserted unless the name and address of the writers are sent, not necessarily for publication, but as a guarantee for bona fides.]

Queries.

55. **FREIGHT—BROKERAGE.**—A shipbroker takes a captain to a merchant, who offers him a freight of 16s. per ton for a certain voyage, which he declines. Subsequently another broker offers him 16s. 6d. for the same voyage, which he accepts, and this broker draws up a charter-party, which is signed by the merchant aforesaid, the captain and broker. The difference in freight between 16s. and 16s. 6d. the broker makes good out of his own pocket. The captain is now sued by the first-mentioned broker for commission on freight, on the ground, it is presumed, of being the first to introduce the captain to the merchant. I should be obliged by the opinion of some of your readers, citing cases if possible, as to the validity of the claim. It should also be stated that a third broker had previously been to the said merchant, at the captain's request, and obtained the offer of the said freight, but the captain did not accompany this broker to the merchant's office. It is customary to allow one-third of the brokerage to the merchant and one-third to the captain or owner. Can the broker claim more than his share? X. Y.

Answers.

(Q. 30.) **APPRENTICESHIP.**—"W. H. F." appears to have confined his attention to the interpretation clause of the Act of 1867, and to have considered neither the rest of the Act nor the previous enactments which for the time it supersedes. Now, if he will read the very next section (sect. 3) he will find that the Act is expressly confined to the scope of certain existing enactments; and this being so, there can be no grounds for contending that the common law right in question, if unaffected by those enactments, is affected by the Act of 1867. Apparently the sole ground on which "W. H. F." bases his opinion is that by the interpretation clause the word "employed" shall include apprentices, whether under the age of twenty-one or above that age. I confess I do not see what that has to do with the question; but, taking the argument for what it is worth, "W. H. F." will find in studying the previous enactment, that refractory infant apprentices were as liable to be punished before 1867 as they are now, and that in this respect there is nothing to distinguish this Act from its predecessors. Irrespective of sect. 3, I can see nothing in the Act from which even a vague inference can be drawn that it was intended to abolish the right in question, beside which, I think that the right is of such a character, and depends upon such broad principles, that nothing short of an express enactment can disturb it. M. E. S.

Q. 41.) **MARRIED WOMAN—REAL PROPERTY.**—The views expressed by "W. H. F." in answer to this

query, appear to be so contrary to common sense, and to be referable to no well-known principle, that I should be glad to know what authorities he can adduce in support. That he can adduce sufficient authorities I do not doubt, as his opinion is expressed with such confidence, but in the mean time may I venture to say that I know of none, and that my views coincide with those of "E. H. B.," viz., that the child must be legally regarded as the child of the first husband. It is true that where a child is born after marriage, that could not possibly have been conceived in wedlock, it is in law considered as the child of the husband; but the principle on which it is so considered is by no means applicable to the present case. It is, however, the only one I can think of as tending to lead "W. H. F." to the opinion he has expressed. M. E. S.

(Q. 44.) **APPOINTMENT OF NEW TRUSTEES—EXERCISE OF POWER.**—I do not agree with "W. H. F." and "J. P." in the opinion they come to herein. *Stone v. Rowton*, 17 Beav. 308; 1 Eq. R. 427, is clearly applicable to the case here submitted. If the power had been properly followed the surviving trustee should have appointed a trustee in the place of the deceased trustee, and the trustee so appointed should then have appointed a trustee in the place of the surviving trustee on his declining to act. Is it not necessary in order to give a retiring trustee power to appoint in his own place to add the words "for this purpose a retiring trustee shall be considered a continuing trustee," or words to that effect? I should like to be informed whether in *Hadley v. Hadley*, quoted by "J. P.," words to that effect are not contained in that power. The enabling words are altogether wanting in the case stated by "Querist," and I believe their absence is fatal to the appointment purporting to have been made by the retiring trustee. W. S.

—I must beg leave to differ from "W. H. F." and "J. P." on the point raised in this query, in spite of the assertion of the former that "there can be no doubt" on the subject. It appears from the statement of facts that after A. had renounced, B. appointed D. as sole trustee in his own stead and retired. Now the words of the power, so far as material, are, that in case either of the trustees should renounce, it should be lawful for the surviving or continuing trustee to appoint a fit person in the place of the trustee so renouncing. Evidently then the power is not well exercised by the appointment of a new trustee in the place of B., and that is the first flaw in the exercise of the power. Again, the power is vested in the "surviving or continuing trustee." A. having renounced, I think that his subsequent death cannot be taken into account, and that B. cannot be called the surviving trustee within the meaning of the power. Neither can B. if he retire be called a continuing trustee, and the appointment made by him is consequently invalid. He should first have appointed a new trustee in the place of A., and then if he wished to retire, the new trustee might, as the continuing trustee, have appointed another trustee in his stead. Upon this point the case is on all-fours with *Travis v. Dingworth*, 34 L. J. 665, Ch. The cases quoted by "J. P." are not precisely applicable to, and cannot govern, the present. In *Carnoy v. Best*, 19 Beav. 414, the power was vested in the surviving or continuing or other trustee, and the decision rested on the force of the words "other trustee." In *Hadley v. Hadley*, 5 De G. & S. 67, the words were "acting trustee," and it was held that a trustee would come under that denomination, if he merely acted by appointing another trustee and then retired. A third flaw in the appointment is, in my opinion, the appointment of a sole trustee, which, I think, is not warranted by the power. The words of the power, so far as material, are "To appoint any fit person or persons in the place of the trustee or trustees so dying," &c., and without doing violence to the natural meaning of the words, I do not see how the expression can be construed otherwise than as if it were "to appoint a fit person in the place of the trustee, or fit persons in the place of the trustees so dying," &c. Moreover, the intention of the settlor to sanction a departure from the original number of trustees must be clearly expressed: (*Stones v. Rowton*, 22 L. J. 975, Ch.), and the most that can be said here is, that there is a doubt on the point. On the three grounds above stated, I am of opinion that the power was not well exercised, and that "D." can make no title. M. E. S.

LAW LIBRARY.

Selwyn's Abridgment of the Law of Nisi Prius. Thirteenth Edition. By DAVID KEANE, Q.C. and CHARLES P. SMITH, M.A. London: Stevens and Sons.

To the lawyers of the last generation there was no better known book than Selwyn's *Nisi Prius*; it was on the shelf of every office, in every bag at the assizes. By reason of its alphabetical arrangement, its abundant information was readily accessible; it had no rival; it formed, in fact, the portable law library of the practitioner. How it came to lose any portion of its popularity it would be hard to say, for, though it had rivals, none of them approached it in accuracy. Stephens's book, greatly exceeding it in size, did not supply more plentiful law to compensate for its increased bulkiness. Perhaps it was that the changes in the law were so rapid that it was found to be impossible to keep pace with them, and that scarcely was "copy" ready for the press before law reforms completed or announced forbade the costly process of printing what in a twelvemonth would have been worthless. Be this as it may, prudence dictated delay year after year in the production of a new edition, and it was not until a lull in the process of change offered some chance of permanency

for their labours that the editors of this one, Mr. Keane, Q. C. and Mr. C. P. Smith, adventured upon publication. Even as it is, they have found it necessary to omit the title "Bankruptcy," over which a complete revolution has passed since their volumes have issued from the press.

But here we have at last an invaluable body of sound practical law, so reduced in bulk by judicious compression that the whole subject is thoroughly treated in two not very ponderous volumes; thus exactly reversing the usual fate of law books, whose custom it is to grow in bulk with every successive edition, until a little treatise for the pocket becomes a burden for the bag. It will be obvious from the accumulation of statutes and decisions since the former edition, that the greater portion of the work must have been rewritten, and with what laborious care this was done will appear from this, that the mere list of cases cited fills no less than 120 columns of small type.

Although professing to be a book of Nisi Prius law, it is quite as useful in the County Courts, which now have jurisdiction on almost every subject comprised in these two volumes; and therefore it will be as much the text-book of that popular tribunal as of the Superior Courts. Moreover, it contains just those subjects on which the solicitor is most frequently consulted by his clients, and for which he needs the latest, readiest, and most reliable information. Here he will find it, and thus it will be found as useful in the office as in the courts.

If there be any reader to whom it is not already known, it will suffice to tell him that the plan of the work is this: The subjects of Nisi Prius contention are arranged in alphabetical order for convenience of reference, and each one is treated by describing, first, the general law relating to it and the evidence necessary to support the action, then the declaration, then the plea, and finally the damages and judgment.

LEGAL OBITUARY.

MR. WILLIAM LEE, Q.C.

Mr. William Lee, one of Her Majesty's Counsel and a bencher of the Inner Temple, who died at his residence, Brighton, on the 7th of this month, in the 83rd year of his age, was called to the Bar so long ago as July 1813. Mr. Lee was a most learned real property lawyer, and his opinion was so highly esteemed by the Chancery Judges, and especially by the late Lord Justice Knight Bruce, that Mr. Lee was often called upon by that learned judge to give his opinion as *amicus curiæ*. Mr. Lee might always have commanded a large practice, but he lacked business habits, and for ten or fifteen years past he may be said to have done nothing in the way of his profession. In spite of increasing years and infirmities he continued to haunt the courts, too long for his own comfort and dignity. Lord Westbury, when he came to town fresh from his successes at Oxford, entered the chambers of Mr. Lee as a pupil; and many years after, when the pupil had become Lord High Chancellor of Great Britain, at a dinner given to the Benchers of the two Temples, Lord Westbury gratefully as well as gracefully alluded to the valuable instruction which he had received from Mr. Lee. If the late Mr. Tidd was justly proud of having counted among his pupils Lord Lyndhurst and Lord Cottenham, Mr. Lee pointed with equal pride to the success of his pupil Lord Westbury, both at the Bar and on the woolsack. Mr. Lee was in the habit of saying good things in a dry and sarcastic manner. One may be mentioned. When, twelve years ago, to the surprise of every one, the late Lord Wensleydale was created a peer for life, Mr. Lee asked "was his Lordship tenant for life without impeachment?"

PROMOTIONS & APPOINTMENTS

The Right Honourable Sir Robert Joseph Phillimore, Judge of the High Court of Admiralty of England, has appointed Mr. John Postlethwaite Cartwright, of the City of Chester, to be a standing Commissioner for taking bail; and also a Commissioner to administer oaths in the said court.

The Lord Chancellor has appointed Edwin Bedford of Haberdashers Hall, London, gentleman, to be a London Commissioner to administer oaths in the High Court of Chancery.

The Lord Chancellor has appointed Mr. Charles Edward Challinor, of Hanley, in the county of Stafford, gentleman, a Commissioner to administer oaths in Chancery in England.

THE COURTS & COURT PAPERS.

COMMON LAW NOTICE.

12th July 1869.

The following regulations for transacting the business at the Judges' Chambers, will be observed until further notice.

By Order.

Summonses will be issued and made returnable at eleven o'clock, at the chambers of the judges of the court in which the actions are pending.

As to applications to be made to the Judge.

Acknowledgments of deeds will be taken (by special appointment only) on Tuesdays and Fridays, at half-past ten o'clock, and those not then ready will be postponed to the day next appointed for taking them.

Adjourned summonses will be heard at half-past ten precisely, except on Tuesdays and Fridays, and on those days at eleven o'clock, and the summonses of the day will be taken immediately afterwards.

Council will be heard at twelve o'clock.

As to applications to be made to the masters.

Adjourned summonses will be heard at eleven o'clock precisely in each court, and the summonses of the day immediately afterwards.

Counsel will be heard at twelve o'clock.

Affidavits in support of *ex parte* applications for orders (except those to hold to bail) to be left the day before the orders are to be applied for, except under special circumstances, such affidavits to be properly indorsed with the names of the parties and of the attorneys, and also with the nature of the application.

N.B.—The judge directs particular attention to the rule of Michaelmas Term 1867, and desires it should be distinctly understood that he will not hear any summons or application directed by the said rule to be heard by the masters.

14th July 1869

All summonses to be heard before the judge will be made returnable at half-past ten o'clock, until further order.

LAW SOCIETIES.

THE HAMPSHIRE LAW SOCIETY.

We are pleased to learn that this society has been established. At a general meeting held on the 9th inst., a code of rules was agreed to, and the following officers were appointed. C. B. Hellard, Esq., President, H. Ford, Esq., Vice-President, T. Cousins, Esq., Secretary, A. Besant, Esq., Treasurer. The following gentlemen were appointed members of the council: G. C. Stigant, Esq., C. J. Longcroft, Esq., S. S. Long, Esq., J. J. Webb, Esq., and S. J. Elliott, Esq. The annual dinner is appointed to take place on Thursday, the 22nd inst.

NEGATIVE VOTING.—On Monday evening, at the meeting of the Jurisprudence Department of the National Association for the Promotion of Social Science, Mr. Thomas Hare in the chair, a paper upon "Negative Votes" was read by Mr. Clair J. Grece, LL.B. Mr. Grece observed that by the present practice negative opinion was not elicited or asked for. The voter was precluded from voting against, say both the objectionable candidates, and so was often driven to vote for one candidate as the only means of excluding the other. The logically correct course would be for him to vote against both. Another evil was, that while any number of candidates may be put forward, the support of the electoral body may be so divided amongst them, that the absurd result may readily arrive that while the election purports to be that of the majority, the representative of a minority of the constituency may be declared elected, as occurred at Brighton in the case of the election of Mr. Moore a few years ago. Mr. Grece suggested that recognition should be conferred upon negative votes. The Legislature had recently enfranchised an extensive section of the community, and he claimed for his suggestion that it would be a measure of enfranchisement, not, it is true, of persons, but of opinion. An interesting discussion followed the reading of the paper, and votes of thanks to Mr. Grece and the chairman closed the meeting.

BREAKFAST—EPPS'S COCOA—GRATEFUL AND COMFORTING.—The very agreeable character of this preparation has rendered it a general favourite. The *Civil Service Gazette* remarks:—"The singular success which Mr. Epps attained by his homeopathic preparation of cocoa has never been surpassed by any experimentalist. By a thorough knowledge of the natural laws which govern the operations of digestion and nutrition, and by a careful application of the fine properties of well-selected cocoa, Mr. Epps has provided our breakfast tables with a delicately flavoured beverage which may save us many heavy doctors' bills." Made simply with boiling water or milk. Sold by the Trade only in $\frac{1}{2}$ lb., and $\frac{1}{4}$ lb. tin-lined packets, labelled "JAMES EPPS and Co., Homeopathic Chemists, London."

LEGAL NEWS.

Judge Springer, of Iowa, recently admitted a lady to the Bar as an attorney, at Mount Pleasant, in that State.

WILLS AND BEQUESTS.—The Earl of Radnor's personality has been sworn under 160,000l. Amongst the bequests are two legacies of 10,000l., one left to his daughter, Lady Jane, wife of Mr. William Ellice, the other to his daughter Lady Mary, wife of Lord Penzance, and to these two daughters the Earl has left his rings and his shares in the Metropolitan Association for Improving the Dwellings of the Industrial classes. He has left legacies to his servants, and to each of his labourers working on his estate 20s. A provision is made for his son Edward from his estates at Folkestone, Kent, and those in Wiltshire. The residue of his property he leaves to his eldest son, the present Earl, heretofore Viscount Folkestone.—Sir James Emerson-Tennent's personality has been sworn under 6000l. His only son, Sir William Emerson-Tennent, Bart., succeeds to the settled estates in Ireland, from which a provision is made for his wife and his only surviving daughter, Eleanor. The will of the late Mr. T. Brown was proved under 140,000l. personality, more than one-third of which he has disposed of in charitable bequests, as follows:—Christ's Hospital, 10,000l.; Booksellers' Provident Institution, and also their Retreat, each 10,000l.; Stationers' Company and School, each 5000l.; Royal Literary Fund, 3000l.; Hetherington Blind Charity, 2000l.; Benevolent Society of Blues, 5000l.; and a legacy of 500l. to each of the sixteen under-mentioned societies and institutions:—Artists' Benevolent Fund, National Benevolent Institution, London Orphan Asylum, Idiot Asylum (Redhill), Travellers' School (Pinner), Printers' Pension Society, Bookbinders' Society, St. Ann's Society (Brixton), Deaf and Dumb Asylum and Blind School (St. George's-fields), Free Hospital (Gray's-inn-road), St. Bartholomew's, St. George's, St. Mary's, and the Cancer Hospitals, and National Life-boat Institution. Ladies' Charity School, Queen's-square, Bloomsbury, 100l.; to seventeen clerks in Longman's house, each 50l.; to Mr. W. Longman, 500l.; to Mr. T. Roberts, his late partner, 500l.; to Mr. Thomas Longman, 5000l.; to testator's sister, Mary Ann Brown, 10,000l.; to his housekeeper, 1500l.; to his confidential servant, W. Dignan, 7000l.; Mrs. Dignan, 500l.; to his three godchildren, each 500l.; to his executors—viz., M. H. Tatham, solicitor, 2000l.; Edmund Hodgson, book auctioneer, 2000l.; and to W. Sharp, of Longman's, 3000l.; all legacies free of duty. There are various legacies varying in amount. The residue is to be divided amongst the grandchildren of his former partner, Thomas N. Longman.

THE GAZETTES.

Professional Partnership Dissolved.

Gazette, July 2.

RICHARDSON, HENRY MARRIOTT; BRANDWOOD, JOHN; and DOWLING, WILLIAM, attorneys and solicitors, Manchester and Bolton, June 30. Debits by Brandwood, Manchester; and Richardson and Dowling, Bolton.

Bankrupts.

Gazette, July 9.

To surrender at the Bankrupts' Court, Basinghall-street.
ALDRICH, JAMES, coachsmith, Featherstone-bldgs, City-rd. Pet. July 7. O. A. Paget. Sol. Hicks, Francis-ter, Hackney-rd. Sur. July 22.
ALDRIDGE, GEORGE, greengrocer, Warwick-rd, Kensington. Pet. July 5. Reg. Pepps. O. A. Graham. Sol. Wood, BUCKINGHAM. Sur. July 22.
BIRD, JOHN WHITWORTH, commission agent, Mashro-rd-north, Blyth-in, Hammer-smith. Pet. July 7. O. A. Paget. Sol. Johnson, St. Martin's-st, St. Martin's-la. Sur. July 20.
BORE, FREDERICK, upholsterer, Lower Tooting. Pet. July 5. O. A. Paget. Sol. Cooper, jun., Serle-st, Lincoln's-inn-fds. Sur. July 22.
BRUCE, THOMAS, builder, Oxford. Pet. July 7. Reg. Pepps. O. A. Graham. Sols. Doyle and Co., Verulam-bldgs, Gray's-inn, for Thompson, Oxford. Sur. July 27.
COOPER, WILLIAM, builder, Sandown, Isle of Wight. Pet. July 5. O. A. Paget. Sol. Brown, Basinghall-st. Sur. July 22.
D'AETH, JOHN, warehouseman, Little Britain, and Wilson's-ter, St. Leonard's-st, Bromley-by-Bow. Pet. July 3. O. A. Paget. Sol. Hughes, Chapel-st, Bedford-row. Sur. July 22.
DAVIES, EDWARD HENRY, linen-draper, Kentish-lawn-rd, and Ratway. Pet. June 23. Reg. Pepps. O. A. Graham. Sol. Spaul, Verulam-bldgs, Gray's-inn. Sur. July 22.
FEATHERSTONHAUGH, HENRY REGINALD, of no business, Charlwood-pl, Pimlico. Pet. July 7. Reg. Murray. O. A. Parkyn. Sol. Drake, Basinghall-st. Sur. July 20.
FERMIN, GEORGE JORDAN, manufacturing chemist, Old Not-lague-st, Whitechapel. Pet. July 7. Reg. Pepps. O. A. Graham. Sols. Van Sandan and Co., King-st, Cheapside. Sur. July 7.
HADLAND, JOHN THOMAS, commission agent, Fench. Pet. July 7. Reg. Murray. O. A. Parkyn. Sols. Lawrence, Fench. Boyer, and Baker, Old Jewry-chambers. Sur. July 20.
HENLEY, HENRY, baker, Blue Anchor-rd, Bermondsey. Pet. July 7. Reg. Pepps. O. A. Graham. Sol. Rigby, Basinghall-st. Sur. July 27.
HUNT, GEORGE, victualler, High-st, Bow. Pet. July 1. Reg. Pepps. O. A. Graham. Sol. Layton, jun., Navarino-cottages, Bow-rd. Sur. July 23.
JAMES, DAVID, in no occupation, Lower Park-rd, Colney Hatch-pk. Pet. July 3. O. A. Paget. Sols. Messrs. Scaud, Great St. Helen's. Sur. July 19.
KELLY, J. H., formerly wine merchant, Hampshire Hog-la, Hammer-smith. Pet. July 2. Reg. Pepps. O. A. Graham. Sols. Messrs. Anderson, Ironmonger-la, Cheapside. Sur. July 2.
KIRBY, WILLIAM, cyder manufacturer, Stratford. Pet. July 5. Reg. Pepps. O. A. Graham. Sol. Layton, Navarino-cottages, Bow-rd. Sur. July 22.
LEE, WILLIAM, builder, New Windsor and Datche-common. Pet. July 5. Reg. Pepps. O. A. Graham. Sol. Marshall, Lincoln's-inn-fds. Sur. July 28.
LINTOTT, EDWARD STONHAM, commission agent, Oregon-ter, Fencham-rye. Pet. July 6. O. A. Paget. Sol. Fisher, Doughty-st. Sur. July 22.

MEER, GEORGE, beer-shop keeper, Merton. Pet. June 23. O. A. Paget. Sol. Cooke, Gresham-bldgs, Basinghall-st. Sur. July 19.
 MOK, FREDERICK WILLIAM, brickmakers, Davington, near Farnham, and Bourne-st. Pet. July 5. O. A. Paget. Sols. Kershaw and Co., Essex-st., Strand. Sur. July 22.
 OUPHANT, HENRY WILLIAM, and OLIPHANT, FERRAND AUGUSTUS, army contractors, Cannon-row, and Carey-st., Westminster. Pet. June 22. Reg. Pepps. O. A. Graham. Sols. Lewis, Munro, and Co., Old Jewry. Sur. July 23.
 PATTON, WILLIAM, pork butcher, Rodney-rd., and Elstead-st., Walworth. Pet. July 6. Reg. Pepps. O. A. Graham. Sol. Hicks, Wandsworth, Hackney. Sur. July 27.
 REITH, CARL, leather bag manufacturer, Foster-lane, and Rothered-st. Islington. Pet. July 5. O. A. Paget. Sol. Gresham, Basinghall-st. Sur. July 22.
 ROTT, HENRY, carpenter, Aston-st., Limehouse. Pet. June 29. O. A. Paget. Sol. Cooke, Gresham-bldgs, Basinghall-st. Sur. July 22.
 SMITH, ROBERT, builder, Hornsey. Pet. July 3. Reg. Pepps. O. A. Graham. Sol. Cooke, Gresham-bldgs. Sur. July 23.
 SPED, JAMES, out of business, Croydon. Pet. July 5. O. A. Paget. Sol. Frank, Winchester-house, Old Broad-st. Sur. July 22.
 STEIN, WILLIAM, butcher, Angela-gdns, Bethnal-green. Pet. July 6. Reg. Pepps. O. A. Graham. Sol. Morris, Bishopsgate-vestibule. Sur. July 27.
 THOMSON, JOHN, carpenter, Nottingham-st., Marylebone-rd. Pet. July 6. Reg. Pepps. O. A. Graham. Sol. Biddles, South-gate, Gray's-inn. Sur. July 27.
 THRENDICK, RICHARD, dealer in stocks, Crown-et., Threadneedle-st. and Broughton-rd., Stoke Newington. Pet. July 2. Reg. Pepps. O. A. Graham. Sol. Doble, Gresham-st. Sur. July 27.
 WALKER, MATTHEW, and WALKER, JOHN, builders, Dunstable. Pet. July 3. Reg. Pepps. O. A. Graham. Sol. Hicks, Coleman-st. Sur. July 23.
 WAT, JAMES, butcher, Greenwich. Pet. July 6. O. A. Paget. Sol. Elworthy, Moira-chambers, Ironmonger-lane. Sur. July 22.
 WHITE, FRANCIS FREDERICK, builder, Dunstable. Pet. July 3. Reg. Pepps. O. A. Graham. Sol. Simes, Serjeants'-inn, Fleet-st. Sur. July 23.
 WOODMAN, JAMES, butcher, Burdett-rd., Limehouse. Pet. July 7. O. A. Paget. Sol. Wood, Basinghall-st. Sur. July 22.

To surrender in the Country.

REDFORD, THOMAS, contractor, Incol, near Preston. Pet. June 8. Reg. & O. A. Paget. Sur. July 21.
 REED, JAMES, wheelwright, Withyham. Pet. July 6. Reg. & O. A. Paget. Sol. Burt, East Grinstead. Sur. July 20.
 REINITT, THOMAS, cabinet maker, Skipton. Pet. July 8. O. A. Paget. Sol. Skipton. Sur. July 23.
 CALDER, THOMAS, cooper, Ilkerton. Pet. July 6. Reg. Pepps. O. A. Graham. Sol. Walker, Belper. Sur. July 21.
 CATTLEGE, GEORGE, jun., hatter, Burslem. Pet. July 7. Reg. & O. A. Challenor. Sols. Tomkinson, Burslem. Sur. July 24.
 CROFTON, JOHN, bootmaker, Thornley. Pet. July 6. Reg. & O. A. Graham. Sol. Bedford, Durham. Sur. July 21.
 DAVIS, JOHN HENRY, out of business, Brighton. Pet. July 6. Reg. & O. A. Baker. Sur. July 24.
 DELL, JOSEPH, innkeeper, Hoole. Pet. July 6. O. A. Turner. Sol. Gordon, Chester. Sur. July 21.
 DEW, JAMES, labourer, Walkden Moor. Pet. July 6. Reg. & O. A. Hulton. Sols. Edge & Dawson, Bolton. Sur. July 22.
 ELLIOTT, WILLIAM RENDRELL, wheelwright, Torquay. Pet. July 7. Reg. & O. A. Pidsley. Sol. Flood, Exeter. Sur. July 21.
 FARR, ALFRED, baker, Southampton. Pet. July 5. Reg. & O. A. Pidsley. Sol. Mackay, Southampton. Sur. July 17.
 FLEMING, THOMAS, shoemaker, Whimple. Pet. July 7. Reg. & O. A. Dav. Sol. Davy, Ottery St. Mary. Sur. July 20.
 FORD, ELIJAH, grocer, Yeading. Pet. July 6. Reg. & O. A. C. Sol. Barrett, Colney. Sur. July 24.
 GIBNEY, THOMAS FREDERICK, brickman, Brighton. Pet. July 6. Reg. & O. A. Baker. Sur. July 21.
 GIBNEY, JAMES, bookkeeper, Leeds. Pet. July 3. O. A. Young. Sol. Blackburn, Leeds. Sur. July 19.
 GIBNEY, THOMAS, general dealer, Hornsea. Pet. July 3. Reg. & O. A. Challenor. Sol. Boulton, Hornsea. Sur. July 23.
 GIBNEY, WILLIAM HENRY, tailor, Bradford. Pet. July 8. O. A. Young. Sols. Wilson, Bradford; Simpson, Leeds. Sur. July 26.
 GIBNEY, JOSEPH, working miner, Breasna Tufts, near Bream. Pet. July 3. Reg. & O. A. George. Sol. Williams, Monmouth. Sur. July 21.
 GILFILL, JOHN, engine tender, Preston. Pet. July 3. Reg. & O. A. Young. Sol. Edleston, Preston. Sur. July 24.
 GILFILL, WILLIAM JOSEPH, tea merchant, Bristol. Pet. June 29. Reg. & O. A. Young. Sols. Osborne, Ward, Vassall, and Dew, Bristol. Sur. July 19.
 GILFILL, JOSEPH, stove grate fitter, Sheffield. Pet. July 5. Reg. & O. A. Wake and Rodgers. Sol. Dyson, Sheffield. Sur. July 22.
 GILFILL, RICHARD, baker, Manchester. Pet. July 7. Reg. & O. A. Young. Sols. Bennett and Almond, Manchester. Sur. Aug. 4.
 GILFILL, THOMAS, provision dealer, Manchester. Pet. June 29. Reg. & O. A. Young. Sols. Marshall and Addleshaw, Manchester. Sur. July 22.
 GILFILL, GEORGE, shoemaker, Ulverston. Pet. June 18. Reg. & O. A. Pidsley. Sur. July 19.
 GILFILL, HENRY, secretary of the Royal Chiffel Minstrels, Bournemouth. Pet. July 8. O. A. Turner. Sol. Sowton, Liverpool. Sur. July 22.
 GILFILL, WILLIAM HENRY, tobacconist, Brighton. Pet. July 6. Reg. & O. A. Baker. Sur. July 21.
 GILFILL, HENRY JOSEPH, out of business, Brighton. Pet. July 6. Reg. & O. A. Baker. Sur. July 21.
 GILFILL, FRANK, chemical mill manager, Brighton. Pet. July 6. Reg. & O. A. Baker. Sur. July 21.
 GILFILL, WILLIAM, baker, Newport, Isle of Wight. Pet. July 6. Reg. & O. A. Baker. Sur. July 21.
 GILFILL, HENRY, commission agent, Birmingham. Pet. July 6. Reg. & O. A. Kinnear. Sol. Allen, Birmingham. Sur. July 22.
 GILFILL, WILLIAM, furniture broker, Brigg. Pet. July 1. Reg. & O. A. Hott. Sol. Robbs, Brigg. Sur. July 22.
 GILFILL, CHARLOTTE, eating house keeper, St. Martin, in Worcester. Pet. July 6. Reg. & O. A. Crisp. Sol. Wilson, Worcester. Sur. July 21.
 GILFILL, HENRY ARTHUR, banker's clerk, Bristol. Pet. July 6. Reg. & O. A. Harley and Gibbs. Sols. Benson and Elletson. Sur. July 21.
 GILFILL, JOHN, bookseller, Leeds. Pet. June 19. Reg. & O. A. Marshall. Sol. Harle, Leeds. Sur. July 22.
 GILFILL, DAVID, publican, Taly-cann. Pet. June 30. O. A. Turner. Sols. Evans and Locket, Liverpool, for Jones, Conway. Sur. July 22.
 GILFILL, CHARLOTTE CATHERINE, out of business, Birmingham. Pet. July 7. Reg. Hill. O. A. Kinnear. Sols. James and Griffin, Birmingham. Sur. July 21.
 GILFILL, RICHARD, journeyman flint grinder, Odd Road, in Aston. Pet. July 6. Reg. & O. A. Latham. Sol. Salt, Tunstall. Sur. July 19.
 GILFILL, THOMAS, butcher, Houghton-le-Spring. Pet. June 9. Reg. & O. A. Laidman. Sol. Joel, Newcastle. Sur. July 22.
 GILFILL, ABRAHAM, jun., glass dealer, Merthyr Tydfil. Pet. July 5. Reg. & O. A. Russell. Sol. Lewis, Merthyr Tydfil. Sur. July 20.
 GILFILL, GEORGE, draper's assistant, Brigg. Pet. July 7. Reg. & O. A. Norton. Sol. Bescoy, East Retford. Sur. July 20.
 GILFILL, RICHARD DELICHER, market gardener, Gainsborough. Pet. July 5. Reg. & O. A. Burton. Sol. Hayes, Gainsborough. Sur. July 23.
 GILFILL, JOHN, plumber, Landport. Pet. June 30. Reg. & O. A. Young. Sol. Clump, Portsea. Sur. July 19.
 GILFILL, ABRAHAM, out of business, Rochdale. Pet. July 3. Reg. & O. A. Jackson. Sol. Morton, Halifax. Sur. July 22.
 GILFILL, WILLIAM, shipwright in Sheerness dockyard, Mile-town, Sheerness. Pet. July 5. Reg. & O. A. Waters. Sol. Wills, Sheerness. Sur. July 23.
 GILFILL, THOMAS, lithographer, Birmingham. Pet. July 5. Reg. & O. A. Kinnear. Sols. Messrs. Hodgson, Birmingham. Sur. July 21.
 GILFILL, HENRY, commercial traveller, Doncaster. Pet. July 6. Reg. & O. A. Shirley. Sol. Woodhead, Doncaster. Sur. July 22.
 GILFILL, ROBERT FORBSTER, out of business, Durham. Pet. July 6. Reg. & O. A. Groenwell. Sol. Bell, West Hartlepool. Sur. July 21.
 GILFILL, THOMAS, labourer, Bishopstone. Pet. July 1. Reg. & O. A. Morris. Sol. Smith, Bishopstone. Sur. July 22.
 GILFILL, HENRY, contractor, Winchester. Pet. June 22. Reg. & O. A. Young. Sol. Goring. Sur. Aug. 7.
 GILFILL, THOMAS, painter, Rochdale. Pet. July 5. Reg. & O. A. Jackson. Sol. Ashworth, Rochdale. Sur. July 22.
 GILFILL, WILLIAM, cabinet maker, Liverpool. Pet. June 19. Reg. & O. A. Hime. Sur. July 19.

Gazette, July 13.

To surrender at the Bankrupts' Court, Basinghall-street.
 ALEXANDER, RICHARD, timber dealer, Catherine-st., Limehouse. Pet. July 3. Reg. Pepps. O. A. Graham. Sol. Medcalf, Gresham-bldgs. Sur. July 23.
 BEARD, JACOB, out of business, Barnes. Pet. July 9. O. A. Paget. Sol. Mayhew, Carey-st., Lincoln's-inn. Sur. July 30.
 BINGHAM, FREDERICK FRASCI, baker, Rye-lane, Peckham. Pet. July 6. Reg. Pepps. O. A. Graham. Sol. Dubois, Church-passage, Gresham-st. Sur. July 27.
 BRUCE, ROBERT CAIRNES, gentleman, adjutant in the 21st Kent Rifle Volunteers, Woolwich-common. Pet. July 5. O. A. Paget. Sol. Buchanan, Basinghall-st. Sur. July 23.
 BURROWS, AMELIA SEYMOUR, widow, not of any business, Burlington-rd., Bayswater. Pet. July 10. O. A. Paget. Sol. Biddles, South-gate, Gray's-inn. Sur. July 30.
 BUTSON, JOHN JAMES, painter, Warwick-rd., Stoke Newington. Pet. July 10. Reg. Pepps. O. A. Graham. Sol. Biddles, South-gate, Gray's-inn. Sur. Aug. 3.
 BUTTRESSHAU, SAMUEL EDWARD, merchant's clerk, Bolton-rd., St. John's-wood. Pet. July 10. O. A. Paget. Sols. Evans and Co., John-st., Bedford-row. Sur. July 27.
 CLARK, JOHN, journeyman baker, Regent-st., Bermondsey. Pet. July 9. Reg. Pepps. O. A. Graham. Sol. Childley, Old Jewry. Sur. July 30.
 CLARK, THOMAS, carpenter, Dulwich. Pet. July 9. Reg. Pepps. O. A. Graham. Sol. Godfrey, Hatton-gdn. Sur. July 23.
 COGHILL, CHARLES, in no profession, Ladbrook-rd., Notting-hill. Pet. June 23. O. A. Paget. Sols. Messrs. Lewis, Ely-pl. Sur. Aug. 3.
 COLLIS, SAMUEL SHERLOCK, commercial traveller, Albion-rd., Stoke Newington. Pet. July 8. O. A. Paget. Sol. Kisch, Wellington-st., Strand. Sur. July 26.
 COOPER, THOMAS BRUCE, grocer, Kingston-upon-Thames. Pet. July 7. O. A. Paget. Sol. Jarvis, Chancery-lane. Sur. July 23.
 FORBES, GEORGE, teacher of music, Alma-sq., St. John's-wood. Pet. July 7. O. A. Paget. Sol. Wickens, Palmerston-bldgs, Old Broad-st. Sur. July 23.
 GIBBINS, JAMES, house decorator, Greenwich. Pet. July 7. O. A. Paget. Sol. Harris, Wellington-st., London-bridge. Sur. July 23.
 GILES, JAMES, beer-shop-keeper, West Hanney. Pet. July 8. Reg. Pepps. O. A. Graham. Sol. Cooke, Gresham-bldgs. Sur. July 27.
 HORSLEY, WILLIAM GEORGE, commission agent, Brewery-rd., Caledonian-rd. Pet. July 8. Reg. Pepps. O. A. Graham. Sol. Watson, Basinghall-st. Sur. July 27.
 HUNT, WILLIAM, omnibus driver, Folkestone. Pet. July 10. Reg. Pepps. O. A. Graham. Sol. Winter, Folkestone. Sur. July 23.
 HYMES, HENRY, clothier, Scarborough-st., Goodman's-flds. Pet. July 7. Reg. Pepps. O. A. Graham. Sol. Montague, Bucklers-bury. Sur. July 27.
 JAMES, EDWIN, brushmaker, Elizabeth-st., Eaton-sq. Pet. July 6. Reg. Pepps. O. A. Graham. Sol. Eaden, Gray's-inn-sq. Sur. July 27.
 JAMES, ROBERT, coachbuilder, Whitaker-st. and Ebury-mews, St. George, Pimlico. Pet. July 10. Reg. Pepps. O. A. Graham. Sol. Hicks, Francis-st., Hackney. Sur. July 23.
 JAMES, EDWIN, builder, Upper Norwood. Pet. July 6. Reg. Broughman. O. A. Paget. Sol. Cooke, Gresham-bldgs, Basinghall-st. Sur. July 23.
 MAYHO, JOHN ROBERT, oil and colourman, Princes-st., Lisson-grove, St. Marylebone. Pet. July 7. Reg. Pepps. O. A. Graham. Sol. H. Francis-st., Hackney. Sur. July 27.
 MILBON, JOHN, builder, Romford. Pet. July 7. Reg. Pepps. O. A. Graham. Sol. Lea, Furnival's-inn. Sur. July 27.
 MOLE, ROBERT CHAPMAN, livery stable keeper, High-st., Bloomsbury. Pet. July 6. Reg. Pepps. O. A. Graham. Sol. Neal, Finner's-hall, Old Broad-st. Sur. July 27.
 MOORE, EDWARD, THOMAS, out of business, Bow. Pet. July 9. Reg. Pepps. O. A. Graham. Sols. Butler and Co., Tooley-st., London-bridge. Sur. July 23.
 NICHOLLS, HENRY, butcher, Rymer-rd., Alma-rd., Old Wandsworth. Pet. July 8. O. A. Paget. Sol. Scott, Basinghall-st. Sur. July 23.
 NICOLL, GEORGE, hairdresser, Air-st., Regent-quadrant. Pet. July 5. Reg. Pepps. O. A. Graham. Sol. Morris, Jermyn-st., James-st. Sur. July 27.
 PAIGE, LEWIS, clerk in holy orders, Whitfield. Pet. July 8. O. A. Paget. Sols. Torr and Co., Bedford-row. Sur. July 20.
 PAINE, AMBROSE, beer-shop-keeper, Lec. Pet. July 9. Reg. Pepps. O. A. Graham. Sols. Wild and Co., Ironmonger-lane. Sur. July 23.
 PENN, GEORGE WILLIAM, commercial traveller, Southgate. Pet. July 8. O. A. Paget. Sol. Wills, Hunter-st. Sur. July 23.
 SALTER, ROGER GEORGE, out of business, Eagle-pl., Piccadilly. Pet. July 10. Reg. Pepps. O. A. Graham. Sol. Watson, Basinghall-st. Sur. July 23.
 SCHOLEY, ANNE HANNAH, ballast merchant, late Park-rd., Peckham. Pet. July 3. Reg. Broughman. O. A. Paget. Sols. Morrison, Trinity-st., Southwark. Sur. July 23.
 SCOTTON, RICHARD, corn broker, Great Tower-st. and Ball's Pond-rd. Pet. July 5. Reg. Pepps. O. A. Graham. Sols. Messrs. Thomson, Cornhill. Sur. Aug. 3.
 SCOTT, ROBERT, carpenter, Barnet-st., Hackney-rd. Pet. July 7. Reg. Pepps. O. A. Graham. Sols. Noon and Davies, New Broad-st. Sur. July 23.
 SHERWOOD, RICHARD, and SHERWOOD, RICHARD WILLIAM, general smith, Plumstead. Pet. July 6. O. A. Paget. Sol. Buchanan, Basinghall-st. Sur. July 23.
 SMITH, GEORGE, journeyman tailor, Greencroft-pl., Fitzroy-sq. Pet. July 7. Reg. Pepps. O. A. Graham. Sol. Watson, Basinghall-st. Sur. July 23.
 TAUNTON, WILLIAM, attorney-at-law, South-gate, Gray's-inn. Pet. July 9. Reg. Pepps. O. A. Graham. Sol. Vynor, Cook's-st., Lincoln's-inn. Sur. July 23.
 WALTON, THOMAS JAMES, merchant, Great St. Helen's. Pet. July 1. Reg. Murray. O. A. Parkyns. Sol. Diarmid, Old Jewry-chambers. Sur. Aug. 2.
 WESTON, JOHN, ship's store agent, Change Alley-chambers, Cornhill, and Norfolk-st., Gracechurch-st. Pet. July 9. O. A. Paget. Sol. Pope, Great James-st., Bedford-row. Sur. July 30.
 WOODS, WILLIAM, builder, Battle. Pet. July 9. O. A. Paget. Sol. Johnson, New-inn. Sur. July 30.
 WOODWARD, ROBERT, estate agent, Compton-rd., Canonbury, Islington. Pet. July 7. O. A. Paget. Sol. Keighley, Ironmonger-lane. Sur. July 23.

To surrender in the Country.

ANDREWS, FREDERICK, innkeeper, Glastonbury. Pet. July 6. Reg. & O. A. Lovell. Sol. Hobbs, jun., Wells. Sur. July 24.
 BALL, GEORGE, blacksmith, South Brent. Pet. July 9. Reg. & O. A. Brevet. Sol. Windatt, Totnes. Sur. July 24.
 BLACK, GEORGE DONALD FRASER, and PEARSON, ALBERT SMITH, commission agents, Liverpool. Pet. July 9. O. A. Turner. Sol. Eddy, Liverpool. Sur. July 23.
 BRANDRETH, WILLIAM, and HOLLAND, WILLIAM, shoe manufacturers, Leicester. Pet. July 8. Reg. & O. A. Ingram. Sol. Durrant, Leicester. Sur. July 31.
 BRANNAN, PATRICK, Birkenhead. Pet. June 16. Reg. & O. A. Vason. Sur. July 30.
 BROWN, JOHN, cooper, Kingston-upon-Hull. Pet. July 9. O. A. Young. Sols. Spurr and Chambers, Hull. Sur. July 23.
 CHEETHAM, JAMES JOSEPH, painter, Rochdale. Pet. July 9. Reg. & O. A. McNeill. Sol. Woolley, Manchester. Sur. July 27.
 CROFTON, FREDERICK JAMES, gentlemen, Shaldon. Pet. July 9. O. A. Paget. Sols. Broad, Weymouth; and Terrell and Peterick, Exeter. Sur. July 27.
 DERRICK, ROBERT, out of business, Snelinton. Pet. July 7. Reg. & O. A. Paton. Sol. Heath, Nottingham. Sur. Oct. 6.
 FOLKES, THOMAS, beer retailer, Manchester. Pet. July 6. Reg. & O. A. Kay. Sol. Ambly, Manchester. Sur. Aug. 4.
 GALLON, JOHN, jun., out of business, Newcastle-upon-Tyne. Pet. July 7. Reg. & O. A. Clayton. Sol. Britton, Newcastle-upon-Tyne. Sur. July 31.
 GLANVILLE, WILLIAM FREDERICK, flour merchant, Pembroke Dock. Pet. July 8. Reg. & O. A. Young. Sols. Hulme, Pembroke Dock; and Press and Iskip, Bristol. Sur. July 21.
 GRAYEN, JAMES, engineer, Ely. Pet. July 8. Reg. & O. A. Hall. Sol. Cross, Ely. Sur. July 21.
 HENRY, MARY, governess, tutor, East Hove. Pet. July 9. Reg. & O. A. Evershed. Sol. Lamb, Brighton. Sur. July 23.
 HOWLAND, RALPH, chair trader, Chipping Wycombe. Pet. July 7. Reg. & O. A. Parker. Sol. Spicer, Great Marlborough. Sur. July 23.
 HUBBARD, JOHN VON GOTT, teacher of languages, Monks Cottenham. Pet. July 9. Reg. & O. A. Broughton. Sol. Sheppard, Crewe. Sur. July 20.
 HOOLEY, WILLIAM, merchant's clerk, Southampton. Pet. July 8. Reg. & O. A. Thorndike. Sol. Mackey, Southampton. Sur. July 17.

JACKSON, JOSEPH, bricklayer, late Bradford. Pet. July 6. Reg. & O. A. Kay. Sol. Nuttall, Manchester. Sur. Aug. 3.
 JONES, JOHN, carpenter, Llangammarch. Pet. July 7. Reg. & O. A. Llewellyn. Sol. Cheese, Hay. Sur. July 23.
 JONES, JOHN, refreshment-house keeper, Birmingham. Pet. July 10. Reg. Tudor. A. Kinnear. Sols. James and Griffin, Birmingham. Sur. July 23.
 KERSHAW, GEORGE, smith, Oldham and Ashton-under-Lyne. Pet. July 8. Reg. & O. A. Tweedall. Sol. Buckley, Oldham. Sur. July 23.
 LLEWELLYN, JOHN, licensed victualler, Pembroke Dock. Pet. July 10. Reg. & O. A. Lanning. Sol. Parry, Pembroke Dock. Sur. July 24.
 MARX, LEOPOLD, commission agent, Manchester. Pet. July 10. Reg. Macrae. O. A. McNeill. Sol. Leigh, Manchester. Sur. July 23.
 MOLLARD, WILLIAM, chartermaster, Tipton. Pet. July 10. Reg. & O. A. Walker. Sol. Stokes, Dudley. Sur. July 23.
 PADDON, GEORGE, cabinet maker, Highweek. Pet. July 9. Reg. & O. A. Pidsley. Sol. Carter, Torquay. Sur. July 23.
 PAGE, WILLIAM BISHOP, refreshment-house keeper, Wolverhampton. Pet. July 5. Reg. & O. A. Brown. Sol. Stratton, Wolverhampton. Sur. July 22.
 PERCIVAL, JOHN, bookkeeper, Manchester. Pet. July 8. Reg. & O. A. Kay. Sols. Elliott and Hampson, Manchester. Sur. Aug. 4.
 PERCIVAL, GEORGE, charkeeper, Tipton. Pet. July 7. Reg. & O. A. Walker. Sol. Stokes, Dudley. Sur. July 23.
 RUMBELOW, ROBERT, mast maker, Cardiff. Pet. July 9. Reg. & O. A. Langley. Sol. Raby, Cardiff. Sur. July 24.
 SMITH, ALBERT, baker, Bristol. Pet. July 8. Reg. Wilde. O. A. Agrarian. Sols. Bramble and Blackburn, Bristol. Sur. July 23.
 WOOD, CHARLES JOHN, tinner, Leeds. Pet. July 9. Reg. & O. A. Marshall. Sol. Harle, Leeds. Sur. July 23.
 WORM, EDMUND, butcher, Coly-n. Pet. July 7. Reg. & O. A. Bond. Sol. Tweed, Hontion. Sur. July 23.

BANKRUPTCIES ANNULLED.

Gazette, July 6.

BYRAM, WILLIAM, stone merchant, Great Western-ter, Paddington. Pet. July 1. 1869.
 HANCOCK, WILLIAM, builder, Manchester. Jan. 6, 1859.
 HOWELL, GEORGE, and REES, JOHN, drapers, Llanelly. April 26, 1869.
 HUDSON, HENRY PHILIP, solicitor's clerk, Fleet-rd., St. John's pk, Hampstead. Sept. 12, 1865.

Gazette, July 9.

BAUMGARTEN, EDWARD PICTON, gentleman, Romford. May 13, 1868.

Dividends.

BANKRUPTS' ESTATES.

The Official Assignees are given, to whom apply for the Dividends.

Fox, E. cornet in the army, first, 10s. Parkyns, London.—Griffiths, T. grocer, first, 3s. 6d. Parkyns, London.

Assignment, Composition, Inspectorship, and Trust Deeds.

Gazette, July 9.

ALLEN, ALFRED, bootmaker, Exeter. June 11. Trusts. J. Denham, wholesale shoe manufacturers, Bristol, and W. Somervell, currier, Noble-st.
 ARMFIELD, FREDERICK GEORGE, leather dresser, The Grange, Bermondsey. June 12. Trusts. J. Beach, leather dresser, Willow-walk, Bermondsey; and J. Baird, jun., leather salesman, Bermondsey-st., Bermondsey.
 ATKINSON, JAMES SAMUEL, upholsterer, High-st., Peckham. June 30. 4s. in 4 mos.
 BALL, JOHN, fellmonger, Ross. May 26. Trust. L. Winterbotham, banker, Stroud.
 BALL, JOHN, and YATES, EDWIN JAMES, fellmongers, Ross. May 26. Trust. L. Winterbotham, banker, Stroud.
 BELL, RICHARD, out of business, Beverley-rd.-south, Penge-pk. June 23. 2s. 6d. on Jan. 17, 1870.
 BELLIS, THOMAS, farmer, Ark Vols. June 20. 8s. by two instalments of 4s. on Oct. 11, and Dec. 31.
 BLACKLOCK, THOMAS, grocer, Carlisle. June 22. 3s. in 2 mos.
 CHARD, JOHN, currier, Bristol. June 7. 8s. by three equal instalments, in 3, 6, and 9 mos from April 1, secured. Trust. G. Boyce, draper, Bielefeld.
 DEVIS, EDWARD, brewer, Birmingham. June 9. Trusts. G. Hemming, and E. Hodgkins, maltsters, and V. W. Houghton, accountant, all Birmingham.
 DONOVAN, PATRICK, slopseller, Jeremiah-st., Poplar. June 11. 4s. by two instalments, in 4 and 8 mos.
 FOSTER, WILLIAM, woolstapler, Halifax. June 15. Trusts. J. G. Thomas, woolstapler; J. Chambers, worsted spinner, both Halifax; and J. H. Wheelwright, worsted spinner, Ripponden.
 GREEVES, GEORGE PETER, currier, Chipping Wycombe. June 21. 7s. 6d. on Feb. 4, and 4 mos from June 1.
 GRIMSHAW, JONATHAN, commercial exporter, Leeds. June 25. Trusts. J. Lowley, wholesale bootmaker, Leeds; S. T. Tolson, blanket manufacturer, Earlsheaton; and J. Ward, provision merchant, Leeds.
 HARE, SAMUEL, ATKINSON, RICHARD, and HARE, JAMES, grocers, New Wortley, and Castleford (trading as Hare Brothers). June 9. Trusts. W. Stephenson, joiner, New Wortley, and C. H. Beecroft, spice boiler, Arnsley.
 HARRISON, JOHN, and FRIPP, WILLIAM, jun., brokers, Leaden-hall-st. June 1. Trusts. J. Roy, Liverpool, and H. S. Schroeder, Old Broad-st., brokers.
 HILL, JOHN, agent, Heatley. June 15. 2s. on Dec. 31.
 HUTCHINSON, HENRY LEONARD, builder, Hampton-tr., Hampton-wick. June 15. Trusts. W. E. Eicke, estate agent, Kensington-gardens-ter, Hyde-pk, and J. J. Dew, gentleman, Ellenborough-rd., Holloway.
 JACOBS, WILLIAM, saddler, Lichfield. July 2. Trusts. T. Heath, leatherseller, and P. Craddock, butcher, both Lichfield.
 JENKINS, THOMAS, grocer, Abernethy. June 4. 5s. by two equal instalments, in 2 and 4 mos.
 JOHNSTON, HENRY, and JOHNSTON, JAMES, builders, Hodge-st., Wapping. June 16. Trusts. T. Carter, shipwright, Millwall; Poplar; G. Hedges, lighterman, Eagle-wharf, Wapping; and J. Richardson, butcher, Sharpe-wharf, Wapping.
 LAIDLAW, ALEXANDER, publisher, Bury-ct., St. Mary-axe. June 12. 1s. in 1 mo.
 LEWIN, SARAH LETITIA, grocer, Chesham. June 10. 1s. in 1 mo.
 LINDSEY, THOMAS, jeweller, Holborn. June 29. Trusts. E. H. Job, gentleman, Carter-la, and T. H. Phillips, gas engineer, Barbican.
 LIVERAY, ERASMUS GILBERT, schoolmaster, Portladies. June 3. 2s. 6d. on July 1. Trust. G. F. Costick, grocer, Hove.
 MOORE, PETER, baker, Tottenham. June 15. Trusts. D. Johnson, and W. J. Radford, millers, both Wrexham.
 MURFORD, WILLIAM FREDERICK, grocer, Florence-ter, Portobello-rd., and Kensington-pk-rd. June 14. 5s. 2s. 6d. on executing deed, and 2s. 6d. on Sept. 14, and the debt of Davis and Co., in full.
 NECRASOFF, NICHOLSON DAYKIN, out of business, Harlesden. June 14. 1s. 6d. on July 14.
 PARKER, JOHN, iron merchant, Derby. June 7. 5s. in 1 mo.
 PEARSON, GEORGE, iron merchant, Derby. June 7. 5s. in 1 mo.
 PIMBLOTT, GEORGIANA, widow, grocer, Fenton. June 11. Trust. C. Lowe, miller, 1st stone, and J. Salmon, grocer, Hanley.
 PRICHARD, GEORGE, bootmaker, Blackfriars-rd. July 6. 7s. 1s. 6d., 1s. 6d., 1s. 6d., and 1s. 6d., in 14 days, 2, 5, 8, and 10 mos.
 PURCELL, DANIEL, boot dealer, Manchester. June 25. 8s. by two equal instalments of 4s. on Sept. 10, and Dec. 10, secured.
 ROSE, WILLIAM HENRY, brewer, Rayleigh. July 2. Trusts. C. Weedon, banker, Chelmsford; J. Ardley, maltster, Mark-la; and W. I. Belcham, farmer, Rayleigh. Sols. Pews and Irvine, Mark-la; and Durrant, Chelmsford.
 RUMPE, ROBERT RUBEN, brickmaker, Norwich. June 12. Trusts. W. Birkebeck, gentleman, and J. F. Ranson, timber merchant, both Norwich. Sol. Coates, Norwich.
 SHARMAN, WILLIAM, russia broker, South Sea-house, Threadneedle-st. 8s. by two equal instalments, on July 15, and Nov. 2. Trusts. J. Charles, Bishopsgate-st., and H. S. Colchester, South Sea-house, Threadneedle-st., Russia brokers.
 SMITH, JAMES STEPHEN, nautical broker, St. George's-st.-east. June 30. 2s. 6d. on July 30. Trust. H. Denham, baker, St. George's-st.-east.

SMITH, JOHN PAXFORD, wine merchant, Gloucester. May 11. Trusts. T. Halsey, gentleman, Witnimer, H. D. Poole, gentleman, New-se, Lincoln's-inn, and W. Wright, Jun., wine merchant Bristol.

SPEDDING, JOHN FOSTER, drysalter, Liverpool. June 12. 10s.—5s., 3s., and 6s. in 3, 4, and 6 mos.—secured.

STANFIELD, RICHARD, ironfounder, Salford Old Foundry, in Todmorden. June 4. C. C. Dunkerley, iron merchant, Manchester, J. Booth, timber merchant, Todmorden, and R. S. J. Jones, iron merchant, Manchester.

WILDE, PETER, bookseller, Shrewsbury, and Birmingham. June 22. Trusts. P. Ezekiel, commercial traveller for Saunders and Smith, leather bag manufacturers, Newgate-st, and W. B. Dawson, manufacturer, Birmingham.

WILKINS, FREDERICK, egg merchant, New-rd, Whitechapel. June 15. Trusts. C. Fougard, Crown-sq, Southwark, and E. P. Vanderhoop, High-st, Southwark, provision merchants.

WINTER, THOMAS, builder, Frimley. June 11. Trusts. S. B. Boulton, King William-st, and T. M. Wescott, timber merchants, Wokingham.

YATES, EDWIN JAMES, fellmonger, Ross. May 23. Trust. L. Winterbotham, banker, Stroud.

Gazette, July 13.

ALLEN, WILLIAM, draper, Sheffield. June 14. Trusts. F. GUN-brand, and R. Spenser, merchants, both Manchester.

BARCLAY, COLLETT, draper, London. Trusts. J. MURRAY, ship chandlers, North Shields. June 4. 7s. 6d. by three equal instalments, in 3, 4, and 9 mos from registration.—secured. Trusts. I. M. Cohen, North Shields, and J. Sobott, Sunderland, ship chandlers.

BENNETT, JOSEPH, hotel keeper, Worthington. July 8. Trusts. P. Couthard, gentleman, Cokermonth; J. E. Cooper, iron-monger, and R. Harrison, cabinetmaker, both Worthington.

BENNINGTON, CHARLES, cotton manufacturer, Blackburn. June 18. 8s. by two equal instalments, in 3 and 4 mos.—secured.

BLACKLEY, JOHN, grocer, Manchester. June 16. Trust. J. Fox, gentleman, Manchester.

BLUNDELL, WALTER DUMMORE, boot manufacturer, Walsall. June 24. 3s. in 1 mo from registration. Trust. F. Marson, boot manufacturer, Stafford.

BURNETT, WILLIAM, plumber, Scarborough. June 16. 5s. in 3 mos from registration.

CHAMBERS, WILLIAM HENRY, jeweller, Exeter. June 16. 10s. by equal instalments, in 7 days and 4 mos.—secured.

CLARK, JOHN, grocer, Lymington. June 4. 4s. 6d. in 14 days from registration.

CLOUGH, JOHN, and HOWITT, THOMAS BELL, machine wood-combers, Bradford. June 15. Trusts. H. Brown, bank manager; R. Duffy, and J. G. Best, woolstaplers, all Bradford.

COUGHMAN, WILLIAM, messman, Martin. June 23. 10s. on July 29.

COUSINS, JAMES PRIDIE, tailor, St. Martin's-l. June 10. 10s. by instalments of 2s. 6d. on Oct. 10, 1869, and Jan. 10, April 10, and July 10, 1870.

DALLMORE, JOHN WILLIAM, contractor, Fareham, Netley, and Gosport. May 23. Trusts. W. Pink, coach builder, Fareham; R. Driver, timber merchant, Southampton; and S. Trickett, stone merchant, Gresham-bldgs, Basinghall-st.

DAVIS, THOMAS WILLIAM, boot salesman, Colchester. June 14. Trust. D. Davis, boot manufacturer, Backney-rd.

DE MARTIN, GUILLERMO ENRIQUE, gentleman, Orchard-st, Portman-sq. July 8. 5s. in 6 mos from registration.—secured. Trust. J. Waddell, public accountant, Poultry.

EWBANK, WILLIAM, general dealer, Great Grimsby. July 2. 7s. 6d. by instalments, in 4, 5, and 12 mos from registration.—secured. Trust. C. Wilcockson, merchant's clerk, Kingston-upon-Hull.

FEIST, WILLIAM, grocer, Southwick, near Shoreham. June 16. Trusts. H. Moore, merchant, Lewes, and J. C. Cochrane, grocer, Brighton.

GOODALL, JAMES, accountant, Saint George's-rd, Southwark. July 6. 2s. 6d. in 1 mo.

GOSTLING, FRANCIS, boot manufacturer, Norwich. June 3. Trusts. J. G. J. Boleman, merchant, and W. Howlett, music seller, both Norwich.

GOWTHORPE, WILLIAM, butcher, Louth. June 17. Trusts. C. Cooper, farmer, Great Carlton, and W. Easting, butcher, Louth.

GRIMWADE, EDWARD WILLIAM, merchant, Saint Helen's-pl. June 14. 5s.—2s. 6d. in 14 days and 4 mos. Trusts. C. Gwynne, wholesale stationer, New Earl-st, and C. L. Nichols, public accountant, Gresham-bldgs, Basinghall-st.

HALL, WILLIAM; HALL, WILLIAM SIDNEY; and HALL, THOMAS, Jun., brickmakers, Gloucester. June 30. 2s. in 1 mo from registration.

HANKS, RICHARD, grocer, Croxson. June 14. 7s. 6d. by three equal instalments, in 2, 4, and 6 mos from June 1.—last secured.

HIGSON, JOHN RICHARD, saddler, Halifax. June 30. Trusts. W. Willett, saddler, ironmonger, Manchester; T. H. Brenley, currier, Halifax; and D. Turner, draper, Rochdale.

HOARE, GEORGE, hatter, Liverpool. July 12. 12s. 6d. by instalments of 4s., 4s., and 4s. 6d., in 3, 6, and 9 mos from registration. Trust. H. Hunter, cap manufacturer, Liverpool.

HUXHAM, JOHN, butcher, grocer, Ysalyfry, near Swansea. June 25. 6s. on registration. Trust. W. Huxham, corn inspector, Gloucester.

LOYD, THOMAS, stonemason, Norwich. June 15. Trusts. R. Steward, Esq., Cambridge; T. C. R. King, painter, and S. L. Hill, gentleman, both Norwich.

MATTHEW, WILLIAM, and READ, JOHN, builders, Charles-st, Westminster-bridge-rd. July 10. 1s. in 28 days from registration.

MITTON, ABRAHAM, joiner, Halifax. July 3. Trusts. W. S. Fifth, timber merchant, and J. R. Shaw, cabinet maker, both Halifax.

OLIVER, MAGER, fruiterer, Great Grimsby. June 11. Trusts. E. Sellers, fruiterer, Cleethorpes, and T. Bells, builder, Great Grimsby.

PENN, CHARLES, and PENN, SAMUEL, upholsterers, Dover. June 3. Trust. J. W. Thomas, upholsterer, Bishopsgate-st Without.

SHEPHERD, GEORGE, out of business, Southampton-vil, New-rd, Shepherd's-bush. July 8. 2s. 6d. in 1 mo.

SIMPSON, GEORGE BROWN, bookseller, Dudley-pl, Clapham-rd. June 14. 15s. by three equal instalments, on Oct. 1, Jan. 1, and July 1. Trust. F. W. De la Rue, wholesale stationer, Bunhill-row, Finsbury.

SPALTON, GEORGE THOMAS, hosier, Rotherham. June 17. 6s. 8d. on Aug. 2.

STEPHENS, HENRY, plumber, Leeds. June 23. 12s. 6d. by instalments of 6s. 6d. and 6s. in 3 and 6 mos.—guaranteed. Trust. T. Stephens, ale brewer, Leeds.

STORRY, WILLIAM, Jun., plumber, Boston. June 5. Trusts. J. F. Boswell, wine merchant, and W. Wright, Jun., plumber, both Norwich.

THOMAS, JOHN, grocer, Rhymney. June 15. Trust. W. D. Huxtable, accountant, Cardiff.

TWING, DAVID, retail brewer, Birmingham. June 23. 2s. 6d. in 7 days from registration.

TOMLINSON, THURSTON; TOMLINSON, HENRY; and TOMLINSON, THOMAS, corn millers, Altham, and Whitley. June 4. 6s. 8d. by two equal instalments, in 14 days from registration, and on Oct. 30.—last secured. Trusts. G. Tomlinson, Reed; J. Wilkinson, Padham, farmers; and D. Riley, widow, Whitley.

TRACEY, BENJAMIN WHEATLY, retired commander in the Royal Navy, Merriack-sq, Southwark. June 23. 6d. by two equal instalments, on July 23, and Aug. 23.

WATSON, HENRY THOMAS, ship owner, Great Grimsby. July 6. 20s. on April 30. Trust. E. Bannister, merchant, Great Grimsby.

WEBSTER, EDWARD, grocer, South Shields. June 15. Trusts. T. D. Hall, provision merchant; G. Belton, Jun., flour dealer, both South Shields; and J. Nesbit, grocer, Newcastle-upon-Tyne.

WILLIAMS, THOMAS, builder, Birmingham. June 22. 6s. by two equal instalments, on July 14 and Oct. 14.

WORMALL, WILLIAM, grocer, Blackheath. June 16. 5s. on Aug. 1. Trust. R. Wormall, Lotherdale.

BIRTHS, MARRIAGES, AND DEATHS.

BIRTHS.

BROUGH.—On the 8th inst., at Liverpool, the wife of William Brough, Esq., of a daughter.

HAMILTON.—On the 7th inst., at 7, Rutland-square, Edinburgh, the wife of Hubert Hamilton, Esq., advocate, of a son.

LATIMER.—On the 6th inst., at Greenock-vil, Great-rd, Dulwich, Mrs. Latimer, wife of Malcolm Leing, Esq., of Lincoln's-inn, and 2, Floden-buildings, Temple, of a daughter.

LAWSON.—On the 11th inst., at 2, The Grove, Blackheath, the wife of William Norton Lawson, Esq., barrister-at-law, of a son.

LLOYD.—On the 7th inst., at Rhyddolod, near Rhayader, the wife of R. Lewis Lloyd, Esq., barrister-at-law, of a son.

SMITH.—On the 10th inst., at 28, Osselt-terrace, Hyde-park, the wife of Richard Horton Smith, Esq., of Lincoln's-inn, barrister-at-law, of a daughter.

VILLIERS.—On the 11th inst., at the Waterfalls, Southgate, the wife of John F. Villiers, of Gray's-inn, barrister-at-law, of a son.

WALTERS.—On the 10th inst., the wife of W. Melmoth Walters, Esq., of Lincoln's-inn and Ewell, of a son.

MARRIAGES.

CARY.—On the 13th inst., at Holy Trinity Church, Haverstock-hill, George Cary, of Lincoln's-inn, barrister-at-law, to Ellen Maria, eldest daughter of James Fagg, Esq.

CRIBB.—On the 10th inst., at St. Clement Dances Church, Charles Luson, third son of A. Cribb, Esq., of Soho-square, to Ellen Mary, third daughter of the late J. C. Herard, Esq., of Lincoln's-inn.

DEATHS.

COLVILLE.—On the 6th inst., at Macolesfield, aged 67, T. M. Colville, Esq.

DAVIES.—On the 8th inst., aged 11, Ellen Maria (Nellie), the only and beloved daughter of Samuel B. Davies, solicitor, Ross.

DAVIS.—On the 9th inst., Mary, the beloved wife of Henry Ingles Davis, of Coventry, solicitor.

EGAN.—On the 8th inst., at Oakley-house, Leamington, aged 61, Mrs. Charles Egan, Esq., and 5s. per year.

GEBBIE.—On the 7th inst., at Netherfield-house, Lanarkshire, N.B., Helen Currie, widow of William Gebbie, of Netherfield, solicitor, Strathavon.

LEE.—On the 7th inst., at his residence, in Brighton, aged 83, William Lee, Esq., Q.C., one of the Benchers of the Honourable Society of the Inner Temple.

WRIGHT.—On the 6th inst., at Sutton-bridge, Lincolnshire, aged 28, C. U. J. Wright, late of Halstead, Essex, solicitor.

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POLICIES effected during the current year, viz. 1st of force on 31st December 1874, be entitled to a BONUS as at Next Division of Profits in 1874.

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THE Law and the Lawyers.

THE business on the circuits has been remarkably meagre. Perhaps the Home has shown the greatest dearth. The causes at Nisi Prius have been in the main of slight importance, whilst criminal offences have been lighter than usual.

THE Registration of Trade Marks Bill is withdrawn. The Habitual Criminals Bill, which originated in the Lords some months ago, is also to be withdrawn, the HOME SECRETARY declining to undertake the responsibility of attempting to pass such a measure at the present advanced period of the session.

A SINGULAR judicial power has been conferred on juries in an American state. A recent statute enacts that, "In all cases of felonies which by existing laws are punishable with death, it shall be competent for the jury empanelled to return with their verdict of guilty, and as part of the same, either that the prisoner shall suffer death by hanging as now provided by law, or that he be imprisoned in the penitentiary for the term of his natural life, or for a term not less than fourteen years, as they may decide."

OF Mr. O'Dowd, the new Deputy Judge Advocate-General, the *Globe* writes: We may call the Premier fortunate, in finding for his appointment a candidate who combines a thorough acquaintance with the *esprit de corps* and the training—professional as well as mental—which belongs to the Bar, and with the corresponding elements in the military spirit. This is a combination not often met with in a high degree of development, and it is one which stands the country in good stead when the work to be done is of so delicate and difficult a nature as the administration of military law. We are quite satisfied that Mr. O'Dowd is the right man in the right place, but, as we have said, it by no means follows that Mr. GLADSTONE should give general satisfaction by this appointment. That this should be the result arises, in a considerable degree, from the fact that Mr. O'Dowd has made his way into public life through the gate of the literary profession—a gate which has in general, we are afraid, been made much too difficult of access to those who are outside the happy valley of official influence and emolument. If, however, Mr. O'Dowd had merely served his party in the ordinary routine of partisan writing, we should not have been so ready to con-

gratulate him on his promotion. But he was able to combine with this more ephemeral kind of political advocacy work which qualified him to serve his country as well as his party. His connection with the *Army and Navy Gazette* completed and signalled his acquaintance with military life in all its details, and the influence and independence of that journal will be certain to gain the confidence of the whole military profession for the new Deputy Judge-Advocate.

LIQUIDATORS, SOLICITORS, AND TRUSTEES.

THE MASTER of the ROLLS has, in the matter of the Accidental Death Insurance Company, used very strong expressions upon the frequent contests for the office of liquidator, which occupied so much of the time of the courts, to the injury by delay to the interests of suitors. He seemed to think it was more a question to be disposed of in chambers than to be fought out in the courts, and so far we entirely agree with him. But it is not for this that we notice the case in question, but for an incidental remark that has a special significance at this time. "The real contest in all these cases," he said, "was who was to be the solicitor to the liquidator, who was generally merely a tool in the hands of the solicitor."

There is a partial truth in this observation. Undoubtedly a winding-up is at least as profitable to the solicitor as to the liquidator, and therefore it is only in the natural course of things that solicitors should seek it, and if two persons are seeking the same object, it is but common prudence in them to join hands and pull together. But it is unjust to say that the liquidator is only a tool in the hands of the solicitor, for their interests are mutual and their alliance is on even terms. The powers of the liquidator are limited, and although he can give a great deal of profitable business to the solicitor, he cannot, with safety to himself, make work for him, and that is what Lord ROMILLY must have designed to convey by the expression that the liquidator was merely the tool of the solicitor.

But the subject has a special interest at this moment. The Bankruptcy Bill practically extends the system of winding-up to all bankrupt estates. The trustees are designed to be, and in practice will be, official liquidators. They are to be *paid*, and bankruptcy trusteeship will become a regular business. Indeed, it can only be performed efficiently by persons who make a business of it, who will devote their whole time and thought to it, and keep an establishment of clerks and collectors. The pay for each case will be small, and it can only be profitably managed on a large scale, where the great bankruptcies with heavy assets will pay for the little ones. A solicitor must be attached to every bankruptcy; few estates can be wound-up without some litigation. The solicitors may fairly look to this source of business as anxiously as they do the winding-up of companies, and we have no doubt that their bills will continue to be, as ever they have been, the principal claim in the expenses of a bankruptcy. It was to meet this difficulty that we suggested,—and had the opportunity remained to us, we should have pressed it upon the consideration of the House as the most prudent course—to make solicitors in all cases the official liquidators in bankruptcy, paying them by a liberal commission. None would or could do the work so well, or, upon the whole, so cheaply. Is it too late?

THE TRADES UNION FUNDS PROTECTION BILL.

THE Bill is very short. It merely removes the doubt raised by the recent equally divided judgment of the Queen's Bench, by declaring that no society registered under the Friendly Societies Act shall be deemed, for the purposes of the 24th section of that Act for the punishment of fraud and imposition, to be a society established for a purpose which is illegal, or not to be a Friendly Society within the meaning of such section. It is limited to one year. This is all that can be asked for, although, as before observed, neither the necessity nor the advantage of it is apparent, seeing that the general law gives to trades unions precisely the same protection against fraud and embezzlement as it gives to other associations and to private persons. Friendly societies possess the advantage, if such it be, of a summary proceeding before justices;

but this is an exceptional privilege, granted in consideration of their charitable objects, a claim to which a trades union has no more title than a co-operative store, or any other society formed for profitable or social purposes. We fear that by putting forth this small and really worthless claim now, they will endanger the much larger and more useful claim which they will next year prefer to be admitted to corporate privileges.

LAW OF HUSBAND AND WIFE.

A FAMILIAR difficulty arising out of the existing legal relations of husband and wife, is illustrated by the case of *Fleet v. Perrins*, 20 L. T. Rep. N. S. 814, the difficulty, namely, of determining whether a claim by a wife is a *chose in action*, and then whether it has or has not been reduced into possession by the husband. In that case the Court of Exchequer Chamber was not unanimous, the Chief Baron coming to the conclusion that, although the Court of Queen's Bench and his brother Judges in the Court of Appeal had taken the correct view as regarded the justice of the case, that view was opposed to first principles.

It must always be a matter of regret when justice and first principles conflict, because justice may be very clear as regards a particular case, and yet inapplicable as a principle of law, to all cases. If any system of equitable procedure could be invented by which legal principles could be stretched to meet the requirements of individual cases, the advantage to the community would undoubtedly be great. The nearest approach to such an invention is the resolute action of the courts in favour of the justice of the cases taken individually, notwithstanding they thereby to some extent strain or violate first principles.

The case to which we are referring presented these facts. The defendant received money to be applied for the use of a married woman. Part of this money was so applied. Both the woman and her husband being dead, two questions arose: first, whether there was here a *chose in action*; and, secondly, who should sue, the representatives of the wife or of the husband.

The first question may be said to be new. Mr. Justice Blackburn said in the court below (19 L. T. Rep. N. S. 148): "There is no doubt that all personal property of a corporeal nature, such as goods or cash belonging to his wife before marriage, vests in the husband by the marriage, and that all such property given or acquired by the wife after marriage also vests in the husband. But *chooses in action* belonging to the wife before marriage do not vest in the husband unless he does some act to reduce them into possession during her coverture, and even during coverture the husband may prevent the wife from making a contract in an action on which he may join with her during her life, though he may disaffirm her interest, and sue on the contract as made with himself alone. If he does permit the wife to make such a contract, and does not reduce it into possession during the coverture, it survives to the wife." This he followed up by saying that the court saw no reason why the rule of law should be different in cases of a contract in writing and any other, and therefore it is to be taken as established that a *chose in action* may exist without a writing,—that it being shown that some person was made the deposit of money for the benefit of a *feme covert*, a *chose in action* is created. Then comes the question under what circumstances it will remain the sole property of the wife, to be recovered by her personal representative in the event of her death.

The case of *Bird v. Peagram*, 13 C. B. 63, often cited in *Fleet v. Perrins*, exemplifies, as Mr. Justice Smith said, the distinction between the case of property actually reduced into possession by the wife and a mere *chose in action*. There it was held that the husband could bring an action in his own right after the death of his wife to recover the rents of certain leasehold property conveyed by the wife on her marriage to trustees. The wife had actually received the rents, and deposited part of the money with the defendant. In *Fleet v. Perrins*, on the other hand, the money did not come into the possession of the wife, but remained a mere *chose in action* at the time of her death.

Such was the opinion of all the Judges in the Exchequer Chamber, with the exception of Chief Baron Kelly. The Chief Baron objected to the conclusion of his colleagues that it could

be correct only upon the supposition that personal property may belong to a wife during coverture, and that husband and wife may sue jointly for money had and received though the interest of the wife does not appear upon the face of the proceedings, which (as his Lordship remarked) is in the teeth of *Bigood v. Way*, 2 W. Bl. 1236. Baron Channell, however, who is one of our oldest "pleader Judges," said, "I think that the husband and wife might have sued the defendant in the present case for money deposited with him for his wife." His only doubt was whether the action would have lain in the form which had been adopted. Eventually he agreed with the rest of the court in holding that there was a *chose in action* which had not been interfered with by the husband.

We have noticed this case to show, that if the Bill relating to married women, which has just passed its third reading in the House of Commons, is not one to be desired, the law of husband and wife calls for revision. The question of property as between husband and wife is not one which should be left to the tender mercies of special pleading.

PACKED PARCELS.

By the judgment of the House of Lords in the case of the *Great Western Railway Company v. Sutton*, noticed in last week's "Sayings and Doings," a conclusive decision has been given on the much-vexed question of "packed parcels."

Carriers of goods by road or canal because of the expense and slowness of the means of carriage at their command, found competition with railway companies impossible. They then adopted the system of "packed parcels," and many carriers made this their almost exclusive business.

According to this system, the carrier collects at a central office the parcels of various consignors, sorts them, packs together the parcels destined for different consignees in the same neighbourhood, and forwards them so packed by rail, the distribution and delivery of the several parcels being entrusted to the carrier's local agents. The carrier thus has these advantages: 1st. He has the trouble of collection and delivery only, the actual carriage being done by the railway company. 2nd. He gets for himself the difference between the charge for weight, which he pays to the railway company, and that for number of parcels, which he receives from the various consignors.

The railway companies have tried to check the carriers in this practice, by charging at a much increased rate for "packed parcels," the carriers disputed the legality of such charges, and the question thus raised has repeatedly come before the courts. It is obviously one of much interest to the carriers, to the railway companies, and to the public.

It will be convenient to collect here the results of the principal decisions hitherto arrived at. The earliest case on the subject was that of *Pickford v. The Grand Junction Railway Company*, 10 M. & W. 399, in which, in 1842, it was held that a charge of 1d. per lb. on a packed parcel was not a reasonable one. The gist of the decision is expressed thus by Baron Parke: "The remuneration is excessive and unjustified by the increase of responsibility from the circumstance of the properties being separate. It is impossible to support on this ground a charge for 4l. 1s. 8d. for the first package, for which, if it had consisted of parcels one property, 1l. 6s. 6d. would have been the proper charge, and a charge of 3l. 1s. 6d. instead of 9s. for the second."

In *Parker v. The Great Western Railway Company*, 11 C. B. 582, the plaintiff, a carrier, was held entitled to recover any additional charges paid for packed parcels, the defendants' Act providing that the charges should be imposed equally on all persons using the railway, and it being admitted that the above charge was imposed upon carriers only.

The next decision, that in *Crouch v. The Great Northern Railway Company* 11 Exch. 742, went further. There Chief Baron Pollock laid it down that the question whether a railway company was entitled to charge extra for packed parcels was one of fact and not of law; that the question ought to be left to a jury to determine whether the difference, in point of risk or trouble or otherwise, between a package containing several parcels belonging to different persons (i.e. a packed parcel), and a package containing several parcels all belonging to one person, was such as to justify an increased rate of charge for the

former; and the jury having found that there was no such difference, it was held generally that the increased rate could not legally be charged. Baron Martin, however, in the same case rested his judgment on the violation of the equality clause that such a charge would be.

In *Piddington v. The South-Eastern Railway Company*, 5 C. B., N. S., the opinion of Chief Baron Pollock, that the question was one of fact for a jury, appears to have been approved, and it was held that to charge for packed parcels at a double rate was unreasonable in itself and a violation of the equality clause of the defendants' Act of incorporation.

Mr. Justice Willes said: "It is clear upon the whole facts of the case that the increased charge is made for the purpose of preventing people, who are likely to send packages of the description in question, viz. carriers, from entering into competition with the company in the conveyance of goods—a thing which it has over and over again been decided that these companies cannot be permitted to do."

We may pass over other cases in which no new point on the question has been decided.

The judgment of the House of Lords in the present case concludes the question, for it is probable that by no device on the part of the railway companies can the effect of it be evaded. They cannot make in all cases an increased charge for packages, consisting of several parcels, whether belonging to the same or to different persons, because such charge would be held to be unreasonable. They cannot charge carriers at a higher rate than other persons for packed parcels, for that the present case has determined. They cannot in the case of packed parcels insist on delivering the several parcels to the consignees and make an extra charge for such delivery, for this was decided in the case of *Baxendale v. The London and South-Western Railway Company*, L. Rep. 1 Ex. 137; 14 L. T. Rep. N. S. 26.)

And were any other mode available to maintain a higher charge for the conveyance of packed parcels, it would fail from the difficulty that the railway company would have in ascertaining whether a package entrusted to them was a packed parcel or not. The parcel could not be opened (*Crouch v. London and North Western Railway Company*, 2 C. & K. 789), nor could it be insisted that a declaration, specifying the contents, should be signed by the sender prior to the acceptance of the parcel for conveyance by the company, (*Ib.* 14 C. B. 255).

ENGLISH AND AMERICAN LAW ON JETTISON AND GENERAL AVERAGE.

THE extraordinary state of perplexity in which the judgments in this country and the United States have placed the subject of general average, in respect of the fundamental branch of jettison, will doubtless lead to a considerable amount of future litigation.

We therefore once more recur to this subject, for the purpose of concluding our notices of American cases in regard to it with some observations on the most recent leading case by which the present law of the United States in regard to jettison is ruled.

It is a case entirely in conflict with English law, namely, *Faulkner and Rogers v. The Augusta Insurance Company*, determined by the Court of Appeals of South Carolina, Charleston, in Feb. 1842 (2 Macmillan, 161). Insurance to the amount of 6270 dols. was effected on goods per schooner *Estell*, from Charleston to Mobile. In April 1840 the vessel struck on the Florida Reef, and was taken off and carried into Key West, and labelled for salvage, and part of the goods insured were sold to pay the salvage and expenses on ship and cargo. The ship afterwards proceeded on her voyage, and on arrival at Mobile an average agreement was entered into by the owners of ship and cargo. The assured (the plaintiffs in the suit) were credited in the statement of average with the value of their goods sold as above-mentioned, 1735 dols. 34c., and charged with their contributory share of the general average, 879 dols. 52c.; amount to be made good by other contributors, 853 dols. 82c. The assured took no steps to recover the contribution from the ship and freight, and the residue of the cargo, but sought recovery, on their own policy, of the entire loss of the goods sold, 1735 dols. 34c. It was argued, in favour of the insurers, that the plaintiffs "had an ample remedy for the

recovery of the contribution due to them in Mobile, and would have recovered if they had not been insured. But if they or their agents suppressed the demand against the vessel and cargo from favour, it was a fraud upon the insurers; and if they did so from negligence, the consequences of their neglect should be borne by themselves." The court, however, held that they were entitled to recover the entire loss in the first instance from the insurers 1735 dols. 34c.

Richardson, J., in delivering the judgment, said, "No doubt is entertained that such loss is embraced by the policy." And, "looking at the strict legal right of the insured, and to the unquestionable liability of the insurers upon the policy as a contract of indemnification to the former, the court does not perceive how the insured can be suspended in their right of action by the mere qualified obligation first to demand contribution of the other shippers. I would think, therefore, that the adjustment of average loss among the different shippers and the average agreement are to be considered as a counter indemnity to the insurers after paying the whole loss. Chancellor Kent recognises this as the proper rule of law, and Abbott, p. 396, informs us that in England the average loss is commonly paid in the first instance by the insurers."

Wardlaw, J. and Butler, J. dissented from the opinion of the majority of the court on the following grounds, expressed by the former: "It is contrary to the good faith required in all contracts of insurance for the insured to put the underwriters in a worse condition than the insured would have been if no insurance had been made. The excess of the plaintiff's goods sold for salvage over their share of the average was in truth an advance made by them for the other shippers," and, it might have been added, for the shipowner, "and the average bond taken by the master, the common agent, was a mutual covenant signed by all the persons concerned, binding themselves to pay each his contributory share of the average on demand. The agents of the plaintiffs, when they and all others concerned were together in the port of destination after adjustment of the average, do not appear ever to have made a demand, but have contented themselves by sending the adjustment and average bond to the underwriters, looking to them for an entire indemnity. The underwriters may pay and may recover from those bound to contribute, by suits in the name of the plaintiffs, but now that the shippers (or consignees) are separated, what hope is there for the underwriters that they will be able, at reasonable expense, to procure reimbursement? A demand by the agent of the plaintiffs, at the time when they should have made it, might have effected complete justice without expense or circuitry; and I think that without showing that this demand was ineffective, or was in some way excused, the plaintiffs should not be permitted to recover from the underwriters more than their share of the average (2 Marshall on Insurance, 547; 2 Phillips on Insurance, 127)."

This judgment is in direct conflict with the English law, which holds that loss by sale of cargo to pay the expenses of a ship at a port of refuge is not a loss by perils of the sea, recoverable from underwriters, but that the value of part of a cargo necessarily sold, and thus applied, is a forced loan which the shipowner is entitled to make for the benefit of all concerned, and for which he is liable to reimburse the proprietors of the goods sold.

If part of the cargo was given in kind to salvors instead of a money payment for assistance rendered in rescuing the whole property from total loss, the net market value which the goods sold would have produced on arrival with the ship and the residue of the cargo at the port of destination, is the amount which ought to be reimbursed to the proprietor of the goods sold, together with the freight of them, and to be apportioned on the entire values of ship, freight, and cargo. It is similar to a case of jettison.

In the foregoing judgment, the court said that, "Abbott informs us that in England the average loss is commonly paid in the first instance by the insurers." But in the time when Abbott wrote, and ever since, it has been the unvarying practice of English underwriters until now to pay only the proportion of general average loss or expense applicable to the goods insured.

This mistake runs through all the leading American cases on the subject in question; and in the recent English case of *Dickinson v. Jardine*, the mistake has been made of supposing that

the Judges in the United States charged the underwriters with the insured value of the jettisoned goods, instead of with the actual loss of them at their market value when it was less than the amount insured. There does not appear to have been any American case in which the merchant was held entitled to recover the amount insured on goods jettisoned when it exceeded the actual loss of them at their market value.

In the leading American cases alluded to the underwriters were charged in the first place with the total loss of market value actually sustained or with the total amount of general average expenses disbursed by the assured, leaving them to recover the proportions from the other contributors on the values of ship, freight, and cargo; and in the case decided by Mr. Justice Kent, on which they are all founded, the assured was not allowed to recover a constructive total loss because the corn, for the total loss of part whereof they were charged as general average, was warranted free from particular average.

The American authorities, however, draw from these cases the strange deduction that, because according to their law a loss of 50 per cent. occurring before the completion of the voyage gives a right to abandon goods insured free from particular average, and to claim a constructive total loss, if the claim for jettison arising before the termination of the voyage amounts to 60 per cent., the assured may recover a total loss, although he transfers by abandonment a claim for contribution amounting to 20 per cent., thus reducing the actual loss to 40 per cent.; but if he claims and receives the 20 per cent. from the contributors, his loss becomes less than one-half, and cannot be made total by abandonment. He can recover a constructive total loss only by abandoning previously to claiming contribution for the benefit of the insurers, and he is entitled to take his choice, and involve the insurers in the falling state of the market, or to reserve the profit on a gaining market to himself, just as he pleases.

We have extended our observations on this subject to a considerable length because of its importance, and because of the anomalous position of the case law in regard to it in this country and the United States.

We shall probably conclude with a brief account of the present law of England as to the liability of insurers for loss by jettison, which requires to be understood and acted upon until it is altered by the determination of a court of appeal.

THE NEW LAWS OF THE SESSION.

I.—TAXES AND CUSTOMS.

(32 & 33 Vict. c. 14.)

THIS is a compendious Act of thirty-nine sections, embodying the Budget and regulating the altered duties of Customs and Inland Revenue.

Some of its provisions and their severe effect upon the tax-payers by the new arrangements for payments of the various taxes were described last week. Other noteworthy provisions are as follows:—

SECT. 7 abolishes the present parochial assessors of income tax, and substitutes for them the inspectors or managers of taxes. But the taxes are still to be collected by the parochial officers, at a poundage of three half-pence only.

SECT. 11 exempts from Inhabited House duty "any tenement or part of a tenement occupied as a house for the purpose of trade only, or as a warehouse for the sole purpose of lodging goods, wares, or merchandise therein, or as a shop or counting-house, or being used as a shop or counting-house."

Duty on Fire Insurance.

From June 25 this duty is wholly repealed—that is to say, on policies issued after that date, and on all renewals of policies; but where the duty has been already paid before the 12th April last, even as in some cases for five years in advance, there can be no return of it: (ss. 10-12).

But with respect to policies effected since the 12th April last, a proportionate sum of the duty paid is to be allowed: (s. 13).

Tea Licences.

Licences are no longer to be required for the sale of coffee, tea, cocoa nuts, chocolate, or pepper (s. 14).

Assessed Taxes and Excise Licences.

It is not necessary here to repeat the list of Assessed Taxes as modified.

The duties on letting horses for hire or hackney and stage carriages and the mileage duties thereon are abolished.

The Assessed Taxes are, on and after the 1st Jan. next, to be collected by means of Excise licences, precisely as is the dog tax. Hitherto, the articles kept during one year were paid for in the following year. Thus, if B. kept a horse between April 1867 and April 1868 he was not assessed for it until April 1868. But henceforth he is to take out a licence in January to keep a horse during the coming year, in fact, paying the tax in advance; and if during the year he should keep any excisable article, he must at once apply to the Excise for a licence to keep it, or be subject to a very heavy penalty should he omit to do so. For facilitating this process, the commissioners are to provide forms of declaration to be made by the taxpayer.

By sect. 24 the commissioners may serve a special notice on any person signing such declaration to be made under a penalty of 20l.

The penalty for omitting to take out a licence for any taxable article is 20l., to be recovered before justices. But it is expressly provided that no such penalty shall be enforced if the defendant proves to the satisfaction of the justices that he had delivered a declaration and paid the duties within the time prescribed by the Act that is to any, before the expiration of the month of January, or within twenty-six days from the time of commencing to keep such taxable article.

Livery stable keepers and persons letting servants on hire are to keep books of account, stating particulars as to the servants, horses, and carriages so kept by them. The object of this is to prevent the possible fraud of private carriages obtaining exemption by professing to be carriages let for hire (s. 20).

Duties may be recovered by distress. Assignees are to pay duties owing by bankrupts. Licences are to be produced when required by any officer of inland revenue.

The duty on shepherds' dogs is to be paid by the employer of the shepherd, but the licence is to be granted in the name of the shepherd (s. 38).

II.—AMENDMENT OF THE LANDS CLAUSES CONSOLIDATION ACT.

(32 & 33 Vict. c. 18.)

THIS short statute of four sections is designed to amend certain defects in the Lands Clauses Consolidation Act 1845. It enacts that the costs of arbitrations under that Act shall, where either party so requires, be settled by a Master of the Superior Courts. It repeals the 33rd section of the Railways Regulation Act 1868, and provides that any proceedings commenced in pursuance thereof may be continued under this Act. Special provision is made for assessing the value of land held by trustees, and it is to be cited as "The Lands Clauses Consolidation Act 1869."

III. PRESERVATION OF SEA BIRDS.

(32 & 33 Vict. c. 17.)

THIS Act is designed for the protection of sea birds during the breeding season. It is contained in nine sections, and dated 29th June 1869.

After defining what are to be deemed sea birds, it proceeds to create a close season for them from April 1 to Aug. 1, and enacts that any person who shall kill, wound, or attempt to kill or wound, or take any sea bird, or use any boat, gun, net, or other engine or instrument for the purpose, or "have in his control or possession" any sea bird recently killed, wounded, or taken during such close time, shall be subject for every such bird to a penalty not exceeding 1l. and costs to be recovered before a justice. But the section is not to apply to young birds unable to fly (s. 2). The Home Office may, on application from the justices of any county in quarter sessions, vary or extend the close time. Any person offending refusing to give his name and abode is to be subject to a further penalty of 2l. A moiety of the penalty is to go to the informer, and the other moiety in aid of the County rate. Offences within the Admiralty jurisdiction are to be treated as if they had been committed on land. The Queen in Council may, by order, exempt any remote parts of the sea coasts of the United Kingdom from the operation of the Act.

IV. REMOVAL OF PRISONERS IN THE COLONIES.

(32 Vict. c. 10.)

THIS Act is intended to facilitate the removal of prisoners from one colony to another for the

purpose of punishment. It enacts that any two colonies may, with the sanction of the Privy Council, agree for the removal of prisoners under sentence of transportation, imprisonment, or penal servitude from one of such colonies to the other for the purpose of undergoing their punishments. Such removal is to be by warrant. Prisoners are to be detained in legal custody during the period of such removal. He is to be subject to the laws of the colony to which he is removed, and the last clause legalises all removals heretofore made.

SPECIAL BAILS BILL.

We have received the following letter in reply to the one which we published last week:

TO THE EDITOR OF THE LAW TIMES.

Sir,—I have read a strange letter in your impression of to-day (July 17) on this Bill, signed with the initials "S. J. H." The owner of them seems sadly ruffled in temper at an imaginary slight thrown on attorneys and solicitors by the Chancellor, in moving the second reading. Having myself been instrumental in causing the introduction of this Bill into Parliament, it may not be out of place for me to say, that "S. J. H.'s" comment is, most probably, founded on a very imperfect report of what the Chancellor said; and further that, even supposing that the report he has seen were exact, I can by no means perceive that discourtesy on the part of the Chancellor which seems to have been discerned by "S. J. H.'s" diseased imagination. The Chancellor's well-known character would incline any sensible man to believe that he was, when moving the second reading, far more likely to be intent on giving to his audience sufficient reasons for passing the Bill than on making an opportunity to cast an irrelevant and needless slight on absent persons, not to mention that the point of the slight would be sure to be utterly lost on the audience in question—the House of Lords. "S. J. H." asks, "Is any comment necessary?" I should say "No."

It is a fact that solicitors were prohibited from taking out special bail commissions by the Act of William and Mary, which originally authorised the grant of them. Why this was is not easy now to see, but so it certainly was. It is likewise a fact through changes in legal procedure of late years, and more particularly of the Act for abolishing arrest on mesne process, the necessity for putting in special bails arises but seldom, and that it has thus become no longer worth any one's while to spend money and time in obtaining such commissions, looking only to the remuneration attaching to the performance of the office. Nevertheless such bails are still occasionally required, and there ought to be some one to take them. If no one can be found in the country to take them, an aggregate of cases may involve much practical inconvenience and useless expense, the attendance in London of at least three persons to each case being then requisite. None but attorneys, however, can be expected to take much notice of so infrequent an inconvenience as regards individual cases. A case having, however, arisen in my own practice, and having been consequently at some trouble myself, I called attention to the subject, that the difficulty I found might be removed for the future from the path of myself and my professional brethren; and this Bill was introduced into Parliament by Mr. Hadfield, M.P., who having been formerly in practice as a solicitor was well qualified to understand and explain the subject. To that gentleman's kindness and perseverance I am now indebted, that the Bill, though brought forward late in the session, has made good progress. The method taken was to submit a Bill which enables all persons authorised to take affidavits in the country under an Act of Charles II.'s reign to take bails. These persons may or may not be attorneys; that Act leaves that point open; but in practice, I believe none but attorneys ever think of applying for appointments under it to the Judges. This course necessarily involved the removal of the prohibition imposed on attorneys by the Act of William and Mary. Attorneys are in reality the only persons who can be expected to feel an interest, or take trouble about facilitating the lesser details of legal practice, whether of frequent or infrequent occurrence; but they may be expected, and actually do so to a sufficient extent, for the mutual convenience of themselves and each other, and of course of their clients too; and some such idea as this, I am sure, is all the Chancellor would mean to imply, if he did say anything to the effect that it was not now worth the while of any but an attorney to obtain power to take special bails. Since, however, the obtaining a separate commission, as heretofore was needful, would, in fact, be as little worth the while of an attorney as of anyone else, so far as pecuniary recompense is concerned (as would probably soon appear, if all that the Bill proposed were to

move the prohibition on attorneys, leaving the expense and trouble of obtaining a separate commission as before), the scheme before mentioned has been submitted to Parliament, and has met with general approval on the part of all who cared to know anything on the subject. How the Chancellor's explanation of the Bill (which he voluntarily undertook to conduct) could be twisted into a discourtesy to that branch of the Profession whose business it was designed to facilitate, I am at a loss to understand.

Your obedient servant,

WM. E. TATTERSHALL, Solicitor.

THE LAW WORK OF THE SESSION.

(From the Irish Law Times.)

THE legislative session of 1869 is rapidly drawing to a close. In less than a month the 12th Aug. will summon our legislators, hereditary and elected, to a "slaughter of the innocents" more attractive than that of which the Palace of St. Stephens is annually the scene. Already we may look back on the work of the session as practically ended, for no Bill now introduced could be carried through the necessary stages of first, second, and third readings, committees and reports in both Houses, before the close of the session. No new measure of legislative reform can now be introduced. The only question is, how many of the few already introduced can become law? The session of 1869 may fill an important chapter in the political history of the century. But to the lawyer it will be flat, stale, and unprofitable.

Why is this? It is not for lack of work. Whether we narrow our view to Ireland, or extend it to the entire empire, we encounter on every side legal problems of greater or lesser magnitude awaiting the attention of the Legislature. Look for a moment at the vast undertakings to which practical statesmen are afraid to do more than allude, but which have long engaged the attention of law reformers. We are promised an expurgated collection of our statutes. This instalment of justice we may soon obtain. A digest of our law is not an impossibility—about a quarter of a century hence. From a code we are distant—say a century. The Judicature Commission have recommended the conversion of our existing tribunals into chambers or divisions of our Supreme Court, administering one uniform system of law, and set in motion by a uniform course of procedure and practice.

These are undertakings of first class magnitude and universal application. They embrace every department of our law. But there are others of more moderate dimensions. The marriage laws of the United Kingdom, for example, have been the subject of an elaborate and exhaustive report. Whenever the national conscience is awakened, a commission and a report are the result. The British nation is subject to periodical fits of legal penitence as well as of virtuous indignation. The number of branches of the law which have been set upon, reported upon, and finally neglected, is truly appalling. The grand jury laws of Ireland were reported upon last year. The Chancery and Common Law Commissioners in their second report considered the law of judgments in Ireland, and recommended the appointment of a distinct commission to investigate the question. Nothing has been done since. The new Common Law Procedure Bill is indefinitely postponed, but of this we do not complain. The report of the Judicature Commission afforded a reasonable excuse for the adoption of this course. The English bankruptcy code has been reformed, but that of Ireland neglected. Perhaps our legislators acted on the maxim, *stat experimentum in corpore vili*. At all events, whatever be the cause of their neglect of Ireland, it will have this good result in practice, that we shall be able to profit by the experience of our neighbours. The fact, however, remains undisputed that the only considerable measure of law reform which has been passed for Ireland for many years was the Chancery Act of 1867, to which several valuable pieces of patronage were attached. It was edifying to witness the emulation with which the two rival political parties contended for the honour of the parentage of this Bill.

What is the cause of this neglect of legal reform? The obvious reply is, the Legislature was engrossed by one great political question, and had no time to bestow upon such trifles. But what was the House of Lords doing while the Irish Church Bill was before the Commons; and what was the House of Commons about when the Bill was before the Lords? Did not the nights spent in debate and in committee form the working days of the session, and a balance remains which, if economically employed, could be rendered most effective. The true cause is that the Legislature is set in motion for the most part by one or other of the two great political parties, the leaders of which care but little for legal reform, pure and simple. To this cause must be added the apathy of the public, who do not realise the

extent to which their interests are concerned; the amount of work with which the Legislature is incumbered, of a character not strictly legislative.

LEGAL PROCEDURE AND THE PROFESSION IN SCOTLAND.

A PAPER was read last February before the Juridical Society on the above subject, by Mr. William Neish, a barrister, which deserves to be more widely read than it has been. We therefore make some extracts:

The subject of the present paper (he says), though referring to the judicatures of Scotland alone, cannot be without interest to the English lawyer, more especially as some of the most eminent members of our Bar are thoroughly conversant with Scotch law and legal forms, from their large practice in Scotch appeals to the House of Lords. The dissatisfaction, long and generally expressed throughout the country, and especially in Scotland itself, with the Supreme Courts in Edinburgh; the publicly avowed opinion of one of the most learned of its Judges, and the pronounced views of English lawyers expressed in Parliament and elsewhere, led to the appointment, under the late Government, of a Royal Commission to inquire into and report upon the whole subject. With all deference, however, to the eminent and very learned gentlemen who are members of it, I venture to think that its composition is not such as to inspire perfect confidence, or to lead to the necessary reforms. It is no disparagement to say that, for the most part, it is composed of gentlemen familiar only with the very courts and forms of procedure now called in question, and having a natural bias in their favour, and whose more immediate interest it is not to infringe on the prestige, patronage, and supposed dignity of their own courts or on their wealth and endowments. Nor is it unfair to remark that the commission is prosecuting inquiries in an atmosphere not the most favourable for seeing things as they are, or for promoting thorough and beneficial reforms.

In treating of any Scotch legal subject it is, of course, necessary to use technical language, which, I know, will seem in some instances barbarous to the English ear; but I shall do so as sparingly as possible—and it will not be forgotten that every art and science has its own peculiar terms—such that even the English lawyer is familiar with barbarous Norman French and abbreviated dog latin.

The first thing that strikes any one acquainted with the judicial systems of England and Scotland is the disproportionate number of the Scotch judges as compared with the English. In England the number of the judges of the Supreme Courts including the Lord Chancellor, and the three additional common law judges lately created, is twenty-seven; whilst the number of judges of the Scotch Supreme Courts in Edinburgh is thirteen—namely, five puisne judges, or Lord Ordinary, and two Courts of Appeal of four judges each, known as the first and second divisions of the Inner House; a number too many according to the experience and observation of the learned judge referred to—and as anyone would naturally suppose. The population of England to that of Scotland may be stated at least as six to one, and its wealth and the extent of its business (including legal proceedings), is in a greatly increased proportion. No doubt it has been said that in England there are besides, the judges of the Courts of Bankruptcy, of the County Court and of other courts of special and local jurisdiction; but, on the other hand, there are in Scotland the numerous and powerful staff of sheriffs as sheriff-substitutes in every county—all professional men—and, in my opinion, more than a set-off to the English judges referred to. Then, besides the legal business of England proper, there should be borne in mind the onerous and constantly increasing duties of its judges in appeals from India, China, Ceylon, Australia, New Zealand, the Cape, the West Indies, the Canadas, and our numerous other Colonies, besides Scotch appeals. In many of these cases, no doubt, the valuable assistance of ex-chancellors and retired judges is cheerfully given; but few of them are disposed of without the presence either of the Lord Chancellor for the time being, or of other judges from the courts of Chancery or Common Law. These are duties which the Judges in Scotland know nothing of. It is unfortunate that we have no satisfactory statistics of the judicial business of England and Scotland. Even when such returns are made, however, there is a difficulty in comparing them, owing to the different forms of procedure, and to the Scotch returns being incumbered with much routine administrative business done by the associates and clerks of court in England; my own long-formed opinion is that the number of the Judges of the Court of Session might safely be reduced from thirteen to seven—that is, there might be four Lords Ordinary instead of five, and one

Court of Appeal, or Inner House, of three instead of two Courts of Appeal as now, of four each. Four Judges in each of the two appeal courts are too many, and one court of appeal of three would, in my humble opinion, be quite sufficient to discharge all the duties required of it. In the Inner House each of the four Judges, generally speaking, considers it necessary to give his opinion at length, and as might be expected they do not always agree in the result, nor when they do, in their reasons. This, amongst other causes, helps to swell the list of appeals in the House of Lords. In fact, it is not too much to add that the thirteen Judges are not unfrequently in each others' way. I regret, however, to observe that the honourable and learned member for the Wigtown burghs, now second Scotch law officer of the Crown, has already, in a public lecture, pending the inquiry of the commission, announced the foregoing conclusion, if I may so call it, that there must on no account be a diminution of the number of Judges in the Court of Session, whatever reforms there may be in other directions. He thinks it would lead to the delay of business, already much complained of. On the other hand, as already said, one of the learned lords (Ormidale), who before he was elevated to the bench had large experience, first as a W.S., and afterwards as an advocate, has publicly and emphatically declared that the number of the Judges is too great for all the duties they have to discharge. One of the best appeal courts in England, and one much relied on, consists, as the meeting knows, of three members. I refer to the Court of Appeal in Chancery. This court, for the most part, consists of only two members—the Lords Justices—and lately, when its business fell into arrear through the illness of Sir J. Lewis Knight Bruce and other causes, an Act of Parliament enabled the Lords Justices to hold separate appellate courts, which they did, and speedily and satisfactorily cleared off all arrears. I must not omit to notice that some of the Judges of the Court of Session, under the name of Lords Commissioners of Justiciary, act as Judges of the Supreme Court of Scotland; but their duties are not heavy, and might advantageously be made lighter by extending the jurisdiction of the sheriffs in that direction. I was lately struck with a case in this "high court" as illustrative of the economy of judicial time in Scotland. It was an appeal from a decision of the Sheriff-Substitute at Stirling at the instance of a person who had been fined 10s. for fishing with a rod and line in the river Forth for salmon, without the vestige of a title, except (as he contended) such title as belonged to everyone of the public (*Anderson v. Anderson*, C. of S., 3 Ser. vol. 6, p. 117), and that even as against the prosecutor, who had an express grant from the Crown of the salmon fishings in that part of the river Forth. The appeal first came before Lord Cowan at the autumn Circuit Court of Justiciary in Stirling, and although the case did not seem to be one admitting of any reasonable doubt (and none was expressed), his Lordship, in Scotch law language, "certified" the appeal to the High Court of Justiciary in Edinburgh, at a very heavy cost, no doubt, to the litigants. Before the "High Court" in Edinburgh it duly appeared, and there no fewer than seven grave and learned lords sat in judgment upon it, when without hearing the respondent, each of them considered it necessary, some at length, to express his own individual opinion that the case admitted of no doubt whatever, and that the poacher had been justly amerced in the 10s. Surely a case so small, and, as the decision without hearing the respondent shows, so simple, indeed, the learned Lord who sent it to the High Court in Edinburgh is reported to have said: "To hold that rod and line fishing may be lawfully used by anyone, would destroy the whole salmon fishings in the country"—surely, I say, such a case might have ended with the sheriff, or at most been finally disposed of in the Circuit Court at Stirling, and at any rate did not require seven learned Lords to dispose of it.

The Circuit Courts are held in the various assize towns twice a year—in Glasgow oftener; but the business before them is, with a rare exception, criminal cases, by far the greater number of which ought to be dealt with by the sheriffs. The exception is an occasional appeal of a small debt cause from the Sheriff's Court; for, as it is somewhat startling to anyone out of Scotland to be told, it is nevertheless a fact that there is very seldom any jury trial in a civil cause set down for hearing except in Edinburgh, however distant the parties and witnesses may be. And this is so, notwithstanding that the Scotch judges have the same power on circuit to try civil causes as the English Judges have. It may not be out of place to remark in passing that trial by jury in civil causes is entirely foreign to the Scotch code, and was engrafted upon it for the first time by an Act of Parliament in 1819. Perhaps it may be in consequence of this that it has never worked well in Scotland, and being there conducted in a cumbrous, dilatory, and expensive way, it is by no means

popular. In many cases where formerly a jury was imperative, the litigants may now agree to leave the entire question with the Judge.

Upon the question of referring matters to accountants, he says:

Again, in questions of account, which frequently involve intricate points of law, it is not an uncommon practice to remit to accountants, not officers of court, except in so far as the remit may make them such, "before answer," to make up a state of accounts betwixt the parties litigating. "Before answer" simply means that the remit is made without deciding anything as to the relevancy of the case, or giving any judgment or opinion upon the questions of law involved. Thus the accountant has in his report not unfrequently to present alternative and various views of the questions raised, and even to suggest to the court what the law is or ought to be, though himself not belonging to any branch of the Profession. These reports lead to great expense, which has been known to be ruinous to the parties engaged. In a late appeal from the Court of Session, in which I had the honour to appear with our noble and learned Vice-President, Lord Cairns (then Sir Hugh), he remarked, with reference to this system, that if he were a litigant he would much prefer the accounts being taken in such cases at the expense of the country as in England, than at his own as in Scotland! It need scarcely be added that the clerks and assistants in the Scotch courts are not less numerous than those in the English, and that they might be made equally efficient. Nor is it an uncommon thing in Scotch judicial proceeding to allow evidence or "proofs to be led," as it is called, and other expensive inquiries to be made *all before answer*, and which, as the term implies, may be afterwards found to be worse than useless, simply because the pursuer, on his own showing, has had no case *ab initio*, a point equally apparent before the proof of inquiry was allowed as after it. Only to-day my attention has been called to the report of a case showing this too common practice of the Court of Session. It came before the first division of the court on the 6th of this month, by way of appeal from the Lord Ordinary (Manor). It was a claim for 44l. in several small items. The defendants contended that under the Scotch law the claim could not be proved by witnesses, or parol evidence, as being above 100 pounds Scots (or 8l. 6s. 8d.) upon which the plaintiff joined issue. Here was a pure point of law, which the Lord Ordinary ought at once to have decided; but, instead of doing so, his Lordship's judgment or interlocution was this: "allow both parties proofs, in general terms, before answer, and under reservation of all objections, to competency"—thus preferring to postpone consideration to the legal issue, and to send the unfortunate litigants into an expensive inquiry, which, confessedly, might not be of the slightest use, and which in the end it was held not to be; for the defendants having "reclaimed" or appealed against this order to the Inner House (1st division), three of the learned lords out of the four, having at once applied their minds to the legal issue, without the advantage of any opinion from the Lord Ordinary, however, held that any proof on inquiry was of no use and utterly incompetent, except as regarded an item of 30s., which no doubt ended the cause, unless, indeed, it should find its way to the House of Lords (*Annand's Trs. v. Annand*, 6th Feb. 1869).

He concludes thus as to the position of solicitors in Scotland:

It would be an omission were I not here to say a word in reference to the anomalous position of the solicitor branch of the Profession in Scotland. This has more to do with the business of the Supreme Courts than at first sight may appear. Instead of all solicitors in Scotland holding their office or diploma direct from the Supreme Courts as in England, it is only the two ancient corporations (with a trifling exception), of the Writers to the Signet and the Solicitors before the Supreme Court; or, in common parlance, the W.S.'s, and the S.S.C.'s, who do so; and they alone, to the exclusion of all others, are entitled to practise as solicitors in the Supreme Courts in Edinburgh. All other solicitors may practise only in the Sheriff Courts or other inferior courts to which they are attached; and any partnership or alliance betwixt an Edinburgh solicitor and one in the provinces is regarded by the Court of Session as *pactum illicitum*. It may be, and generally is, that the solicitor in the provinces is equally well qualified with his brother in Edinburgh to conduct business in any court; he has undergone the same course of general and legal education, and passed his required examinations, still he cannot practise in Edinburgh unless he be a member of the close crafts referred to, nor can any one in partnership with him do so. One condition of entering them is, amongst others, that the candidate must have served a long apprenticeship with a member of the corporation he seeks to join. It naturally follows that the provincial solicitor prefers to try

his causes in the Sheriff's Court, and when they have run the curriculum there, where he has acted both as counsel and solicitor (or procurator as he is called), that he advises his client at any reasonable sacrifice to avoid the Court of Session, where, whilst the result is uncertain, the expense is not; even when the cause is gained, for in the conduct of it on appeal in Edinburgh the provincial solicitor is not only allowed no fees (except of a nominal amount), on the ground of what is called "double agency," and that, however necessary to the conduct of the cause his correspondence and general assistance may be, but contrary to the general rule of law where an agent discloses his principal, the provincial solicitor in such cases is personally liable to the Edinburgh solicitor for all costs incurred to the latter. The result is that the legitimate business of the Court of Session is in this way really much curtailed. Besides the Edinburgh corporations, there are others in Glasgow and Aberdeen of an equally exclusive character. It is imperative that all these petty monopolies should be abolished, and all members of the solicitor branch of the Profession put upon the same footing in Scotland, as they now are in England.

SAYINGS AND DOINGS OF THE COURTS

[CONTRIBUTED BY THE REPORTERS OF THE SEVERAL COURTS.]

HOUSE OF LORDS.

On Thursday, July 15, the Lord Chancellor, Lord Cairns, and Lord Colonsay heard the case of *Campbell v. The Earl of Dalhousie and others*, raising a somewhat singular question. The appellant is the younger brother of a claimant to the earldom of Breadalbane. In March 1868, by a petition to the Court of Session, under the statute 5 & 6 Vict. c. 69 (the Act for perpetuating Testimony), the appellant asked the court to order the respondents, who were trustees of the late Marquess of Breadalbane, to search for and exhibit documents contained in the charter room at Taymouth Castle. The respondents urged that they could not get the documents, for though they had the key of the charter room, yet the room itself was part of the mansion house of Taymouth, now occupied by the present heir of entail in possession of the estate. The Court of Session held that such an order could not be made on the demand of a party who had no present title or interest whatever, and this was the subject of the appeal. Their Lordships now, without calling on counsel for the respondents, dismissed the appeal with costs, the Lord Chancellor observing that this was an attempt to strain the statutes beyond that for which they were intended.

On Thursday and Friday, July 15 and 16, *Massy v. Rowen and others* was argued. This was an appeal, *ex parte*, as to certain of the respondents, from a judgment of the Court of Chancery in Ireland, reported in *Ir. Rep.* 1 Eq. 110. There was a devise to trustees to hold rents and profits in trust for the sole use of H. E., a woman then unmarried. The court below held that the words of the will were insufficient to indicate an intention to defeat the marital rights of the husband, whom H. E. afterwards married. The House of Lords now affirmed that judgment, and dismissed the appeal with costs.

On Monday last the Bishop of Lichfield sat with the Lord Chancellor and Lord Colonsay, in order to make up the requisite number of lords in the hearing of the case of *Howden and others v. Rocheid*, on appeal from the Court of Session, the object of the action being to acquire certain estates for the benefit of the creditors, on the ground that an entail of them was bad. The question raised was whether lands held by *pro indiviso* rights (similar to those of co-parceners before partition) could be entailed. The case was partly argued, and will be further heard on Monday next.

JUDICIAL COMMITTEE OF THE PRIVY COUNCIL.

On Thursday, July 15, judgment was delivered in two important Admiralty appeals, the *Lion* and the *Karnak*.

In the case of the *Lion*, a collision had occurred between her and another vessel, for which it was admitted that the *Lion* was alone to blame. The *Lion* was at the time of the collision in charge of a duly licensed pilot. The owner claimed exemption from liability, and the question then arose whether it was compulsory on the *Lion* to take a pilot on board. That depended on whether there were passengers on board, and as to this the facts were these: At the time of the collision the wife and father-in-law of the captain were on board by the invitation of the captain without the permission of the owners. The captain said nothing to them about paying their fares till after the collision, but their fares were paid when the ship reached

her destination. Sir Robert Phillimore held (18 L. T. Rep. N. S. 803; 37 L. J. 39, Adm.), that the captain's wife and father-in-law could not be considered passengers under the above circumstances, so as to make the employment of a pilot compulsory, and thus exempt the owners from liability under sect. 388 of 17 & 18 Vict. c. 104. Their Lordships now affirmed this judgment with costs.

In the *Karnak* the assignees of a bottomry-bond proceeded against the owners of the cargo. The master having incurred various debts for repairs and necessities, communicated with the managing owner of the vessel, but failed in an attempt to communicate with the owner of the cargo. The vessel being in danger of arrest, he borrowed money, but not from any of the previous creditors, on a bottomry-bond on ship, freight, and cargo. Two questions arose: first, whether the bond was valid against the cargo? and, secondly, whether certain sums borrowed by the captain from the charterer at the port of loading were to be considered as a loan, or as an advance upon the freight? On the first point, their Lordships now held, affirming the judgment of the court below (18 L. T. Rep. N. S. 661), that the bond was valid, a necessity for hypothecation having been shown, although the repairs were completed before any proposal for the bond was made by the captain, and although the owner of the cargo was not, in fact, communicated with. On the second point, their Lordships now held, reversing the judgment below, that the sums so borrowed were advances on the freight.

On Saturday last, judgment was given in a curious case, *Reg. v. Murphy*, on appeal from New South Wales, the hearing of which was noted in "Sayings and Doings" for June 26. Murphy was tried for murder in Sept. 1867, and after a trial lasting some days, was found guilty and sentenced to death. Afterwards the Supreme Court of the colony made absolute a rule for a *venire de novo*, in effect, a new trial, on the ground entered on the record, that the jurors, before they had delivered their verdict, were improperly allowed the free use of the newspapers of the day, which contained reports of the trial as far as it had gone, in one of which the heading was "The South Creek Murder Case." This fact depended solely on the affidavit of the prisoner's attorney, on the information of one of the jury, after their discharge. Sir William Erle now delivered judgment to this effect; the *venire de novo* was bad, because no new trial can be had on the charge of felony, because the Supreme Court had not jurisdiction to grant it, and because the evidence of the fact relied on was mere hearsay and insufficient. The verdict must therefore be affirmed, and the order of the court below be reversed.

On Tuesday last judgment was given in the *Bishop of Capetown v. The Bishop of Natal*, on appeal from the Supreme Court of Natal. We reported the hearing in "Sayings and Doings" for July 10. The question, it will be remembered, was whether the appellant or the respondent had the right to the Cathedral at Pietermaritzburg, which has hitherto been used as the cathedral of the diocese of Natal. The appellant relied on the Crown grant in 1850 of the land, on which the cathedral stands, to himself and successors, bishops of Capetown, in trust for the English Church at Pietermaritzburg. The respondent relied on the facts, that the appellant resigned his office of Bishop of Capetown in 1853, that subsequently the old diocese of Capetown was subdivided into the dioceses of Capetown, Graham's Town and Natal, and that by respondent's own letters-patent it was declared that the church, then in course of erection on the said land, should be the cathedral church of him and his successors, bishops of Natal. The Supreme Court decreed that the land and the cathedral stand vested at law in the respondent. Lord Justice Giffard now delivered judgment to this effect: There was proof that the respondent was obstructed in his use of the cathedral, and that of such obstruction the appellant was the author, acting under a supposed title in himself. It was competent to the Crown to declare in the letters patent that the church should be the cathedral of the respondent, and the effect was to give him the right of access to and use of the cathedral. On the other hand, the appellant had no estate or interest, as trustee or otherwise, in the cathedral. His interest under the Crown grant ceased on his resignation. And had it continued, he would, as trustee, have had no right to obstruct the respondent. But the Supreme Court had, by its decree, dealt with the actual estate and with the trust, in a manner which could not be properly done in such a suit as the present. The order that their Lordships would recommend Her Majesty to make would be, that the respondent have free and uninterrupted access to the land and the cathedral, and the exercise of all rights in reference thereto which ought to belong to him as Bishop of Natal, and that the appellant abstain from obstructing the respondent in respect thereof. No costs of the

appeal, but those in the court below must be borne by the appellant.

ROLLS COURT.

Among the cases worthy of notice which have occurred during the past week, we may in the first place notice three cases in *Re Blakely Ordnance Company*. In the winding-up of this company, the A list has been settled, and as it appears that the existing members will not be able to satisfy the liabilities of the company, the official liquidator is now settling the B list. The three cases which we are about to mention are all applications to place on the B list past members of the company. The first of these cases was *Creyke's case*, which was an application to have Creyke's name placed on the B list, in respect of forty shares. He had applied for the shares in June 1865, and they were duly allotted to him, and registered in his name, but were forfeited in the following November in consequence of his having failed to pay a call which was made. The question which arose in this case was, whether Creyke was liable under the 38th section of the Companies Act, 1862, to be settled on the list as having been a member within the period of a year prior to the commencement of the winding-up, which took place in June 1866. His Lordship was of opinion that the present case was governed by *Bridger and Neill's cases*, L. Rep. 4 Ch. App. 266, and that Mr. Creyke must be placed on list B, notwithstanding the forfeiture of his shares.

The next was *Bailey's case*. Bailey had obliged his friend Capt. Blakely, the managing director of the company by consenting to have 100 fully paid up shares in the company placed in his name, and had signed two transfers, one from Blakely to himself, and the other from himself with a blank left for the transferee's name. The transfer to Bailey was registered in Aug. 1865, and the transfer from him was not registered till May following, so that his name was on the register for some nine months; moreover the shares contained in the transfers were not fully paid up, but had only 5*l.* paid up per share. His Lordship said that two things were required to make a person a shareholder—he must have agreed to accept the shares, and they must be registered in his name. Here there was registration, but there was no acceptance, for Bailey had agreed to accept fully paid-up shares, and not partly paid-up shares. The contract was in his Lordship's opinion void from the commencement, and Bailey had never been a member at all; his name must, therefore be omitted from list B.

The third was *Holland's case*. Holland had transferred his shares in Aug. 1865, within the period of one year prior to the commencement of the winding-up. His ground for disputing his liability to be placed on the B list was, that no debts now existed, which were incurred prior to the time when he ceased to be a member. This was admitted to be true, unless the liability of the company in respect of the debentures which they had issued to Capt. Blakely in part payment of the business purchased of him by the company, was a liability incurred prior to the time when Holland ceased to be a member. His Lordship was of opinion that Capt. Blakely accepted the debentures in payment of the amount due to him, and that the debt was wiped off by his acceptance of the debentures. As it was admitted that no other debt existed in respect of which Col. Holland, as a past member, was liable to contribute, his name must be omitted from list B.

This court did not sit on Tuesday or Wednesday, Lord Romilly being engaged on the House of Lords Committee on the Bankruptcy Bill.

V. C. STUART'S COURT.

Since our last notice the case of *Barber v. Etches* has been decided, and inasmuch as it involves a question as to the validity of a gift for promoting the opening of places of public amusement on Sunday, it is of some interest. The bill was filed in December 1868, praying that the trusts of the will of the late William Jeffrey Etches, formerly of Derby, cheese factor, who died in October 1867, might be carried into execution under the direction of the court. The testator in his will, dated the 27th February 1868, said he had disbursed a good deal from time to time in doing good to satisfy his conscience in the sight of God, and then, after appointing executors, the testator said, "There are lodged in the hands of Samuel Morley, Esq., some of the certificates of my Crystal Palace stock, as security for 4420*l.* of my late father's left in my hands to be applied as per his will. This 4420*l.* I direct to be paid within twelve months of my death to the said Samuel Morley, the trustee of my late father's will. There is 20,000*l.* of ordinary stock, and 10,000*l.* of Seven per Cent. Crystal Palace Preference Shares, all of which I direct, say, 30,000*l.* to be handed over to the directors of the Crystal Palace Company, and

after their paying legacy duty, then the yearly income accruing from them to be applied for the purpose of promoting the opening of the Palace on Sundays, and after that object is attained then to be applied in adding to the attractions of the Palace and grounds. I leave 20,000*l.* in the hands of Samuel Smith, Esq., and Company, at 5 per cent. interest, and I hereby give and bequeath to my reputed wife E— S—, to enjoy for her life (not subject in any way to the control or use of J— S—, should he be living), the interest of this, say, 1000*l.* per annum, free of legacy duty, and likewise I give and bequeath to her the use of Victoria-street and St. Peter-street houses, the stables and houses in Bag-lane, and the cottage at Litchurch, my plate, pictures, &c., for life. After her death, 10,000*l.* of the aforesaid 20,000*l.* to be handed by my executors to the Financial Reform Association at Liverpool; and the remaining 10,000*l.* to be paid to the Society for the Liberation of Religion from State Patronage and Control at London, to both which societies I have been a subscriber." There was a residuary bequest to a brother and another gentleman carrying on the business at Derby. The cause now came on to be heard on a petition praying for the sanction of the court to a compromise, the effect of which was that the Crystal Palace Company should have a moiety of the fund bequeathed to them, and the residuary legatees the other moiety.—The Vice-Chancellor made an order in the terms of the prayer of the petition.

In *Stebbing v. Martin* a motion was made on behalf of the plaintiff for an order to commit the defendant Martin and his agent (Chaplin), for a breach of an injunction, by which the defendant was restrained from causing any goods taken under a distress to be removed from No. 7, Percy-street, Tottenham-court-road. The defendant is mortgagee of a leasehold interest in that house for 35*l.*, and having induced the mortgagor to attorn tenant to him at 150*l.* rent, the defendant during pendency of a suit for redemption of the property, put in on the 9th July a distress for half a year's rent. On the 10th July Vice-Chancellor Stuart granted the injunction, and notice of it was given the same day to the defendant and his agent (Chaplin), who was in possession. A letter was then written by the defendant's solicitor to Chaplin informing him that he was entitled to stay until his charges were paid, and Chaplin, consequently, on the 12th July removed part of the goods from the house for sale. On the part of the defendant it was contended that although Chaplin had disobeyed the injunction, he had acted on his own responsibility, and that as he was the servant of a broker whom the defendant had employed, the defendant ought not to be made responsible for his acts. The Vice-Chancellor, in deciding the case, said that a clear breach of the injunction had been committed by both parties. The letter to Chaplin, in fact, amounted to instructions to him to pay himself his charges. If a defendant were allowed to shelter himself by saying that his agent only was responsible, the orders of the court would be nugatory. On the defendant and Chaplin undertaking to bring back the goods within two days, the court would make no order except that they should pay the costs of the motion.

V. C. MALINS' COURT.

The past week has not been very fruitful in notable cases, but one or two may be mentioned. *Re the Macclesfield Brewery Company (Limited)* raised the question as to whom the sheriff is to look to for his costs and poundage. In this particular case, the company being ordered to be wound-up, several judgment creditors had sued it and obtained judgment; and the sheriff (of Chester) had seized certain property in the ordinary way. A motion was made under the 163rd section of the Companies Act of 1862, to restrain the sheriff from selling, and asking the delivery up of the property already seized. This was merely met on behalf of the sheriff, with the excuse that his functions were simply administrative, and he would not do otherwise than obey the exigency of the writ; and, therefore, at all events he must have his fees, and poundage, and costs. This was opposed on behalf of the official liquidator on the ground that the Master of the Rolls, in the case of *Re The Waterloo Life Assurance Company*, had held that the sheriff must look to those who employed him, and, therefore, that in this case the judgment-creditors who had sued the company were the parties responsible to him. The Vice-Chancellor said that that view agreed with his idea, and therefore the sale must be restrained, and the goods delivered up.

The next case was a point of practice in *Re Woodward, Solicitor*, which was an application that a solicitor might attend and be cross-examined, he being subject to the usual summons for taxation. To this he objected, that under the 19th rule of the Act of Feb. 1861, fourteen days had expired before notice given. The answer to that was, that under the authority of *The Singer's Sewing Machine Company v. Wilson*, 2 H. & M., the old practice

still permitted, and parties could come under the 40th section of the 15 & 16 Vict. c. 86, as before. The 19th rule was merely permissive, and gave an easier manner of procedure by calling on the respondents to produce their witnesses. The Vice-Chancellor, having called on the other side, considered that the summons to tax was improper, inasmuch as the bills, except one, had been paid for a lengthened period; and that the proper remedy was by petition. The order of 1862 was then referred to, which provided that every application to tax must be by summons. The Vice-Chancellor was of opinion that that was so, but considered still that the summons was erroneous because it did not state the ground on which the applicant relied. This, however, it was insisted was not before the court, on the technical question, it not being possible or proper to go into the merits. An application has since been made which may have the effect of a reconsideration of the whole subject.

The next case was *The General Provident Assurance Company, Cross's case*, the question on which was whether the name of a former shareholder in this company, named Cross, described as an outfitter at Plymouth, was liable to be placed on the list of contributories in the winding-up of this company. Cross was originally a holder of 200 10l. shares in the company, and it was now admitted that as to fifty he was still liable, the only question being as to the other 150. These, in Aug. 1867, had been transferred by him—fifty to Thomas Haywood, the manager; fifty to Clift, and fifty to Thomas Brodigan; and Brodigan having subsequently refused to take his shares, Haywood had agreed to take them. The official liquidator's case was that these shares, although regularly transferred and the names of the transferees entered on the register, were, in fact, so transferred without consideration, and that, Haywood and Clift being officers of the company, it was a mere juggle to escape liability. The Vice-Chancellor held that there was no doubt that Mr. Cross, in consideration of assisting the company in its difficulties, was to be relieved of his liability in respect of 150 of his shares, and that he received no consideration for the transfers. The evidence showed that, failing to induce the directors to become individually responsible, Mr. Cross only succeeded in getting the company to take the shares off his hands. That was a transaction beyond the powers of the company, and therefore Mr. Cross's name must be placed upon the list in respect of 200 shares. His Honour regretted to be obliged to come to that conclusion, for he considered that Mr. Cross had been very unfairly treated by the company.

Re The Imperial Land Company of Marseilles (Limited) was an application, on behalf of the official liquidators of the company, for leave to issue a special summons under sect. 115 of the Act, and also to serve notice of motion for the committal of Mr. Albert Grant for disobedience to a former summons of the court. He had evidence to the effect that Mr. Grant was largely indebted to the company, of which he was formerly a director, and that he had disregarded a summons by the chief clerk, requiring his attendance as a witness. The summons was served upon him personally in Paris on the third of the present month, and the only notice taken of it was an intimation from his solicitors that he would probably attend in August. This was the first application of the kind, but it was believed that the court had perfect jurisdiction to make the order, and that under the Commercial Convention the French courts would give effect to it. The Vice-Chancellor gave leave to serve the summons upon Mr. Albert Grant and his solicitors, but said it must be taken for what it was worth.

ELECTION LAW.

NOTES OF NEW DECISIONS.

UNDUE INFLUENCE—MASTERS AND MEN—FELLOW WORKMEN—AGENCY.—The wrongful dismissal by an employer of a voter or voters from his employment shortly before a general election, upon the ground of his political opinions, is evidence of intimidation, within sect. 5 of 17 & 18 Vict. c. 102, upon which the court is bound to act, if it believes that evidence. Workmen may be intimidated directly by dismissal, or the fear of dismissal themselves; and indirectly by the dismissal or the ill-treatment of others, upon the ground of their political opinions. A circular was issued by a Tory meeting before the municipal contest, which stated that "it was decided that all millowners and their managers and overlookers, and all master tradesmen and others possessing influence should be strongly urged to exert that influence so as to secure, in the municipal election as well as in the Parliamentary, the success of" the Tory candidates: Held, that the effect of that circular

was to make an agent of every person having authority down to the last grade, that of overlookers over the hands, and to request, and therefore authorise, each such to influence the hands who were under him, for the purpose of inducing them to vote for the candidates upon whose behalf that document was issued; and that any overlooker, and consequently anybody in that or any higher grade, who *bonâ fide* took up the Tory side, and who acted upon that circular, and did canvass for the sitting members, became their agent, for the purpose of unduly influencing voters under his control: Held, further, that the terms of the circular, taken with the fact that the municipal and Parliamentary elections formed part of the same contest, proved that for both elections there was the same system and plan of action. If fellow workmen, for political purposes, ill-treat one another, and expel one another from the common place of employment, they are guilty of the offence against which the undue influence clause of the Corrupt Practices Prevention Act is specially directed. And if masters stand by whilst persons of subordinate position and workmen in their employ exercise undue influence over other persons in their employ, there is a strong inference against the masters that they aided and abetted the conduct of those exercising undue influence, but not an inference sufficiently strong to affect the election. The question whether what was done at a municipal election had any effect upon the Parliamentary election is one of fact, and it is for the court to say whether the parties engaged in the municipal election had not the Parliamentary election in their minds. If the municipal election occurred three months before the Parliamentary election, and the interests involved in the former were purely local or personal, that would divide the one from the other, and no notice ought to be taken in reference to the Parliamentary election of what was done with respect to the municipal election. If before a general election a master has reasons for getting rid of a person who is in his employ, apart from the reason that they do not agree in politics, the master is not bound to abstain from dismissing him because the election is coming on. But, *semble*, unless it is proved to the satisfaction of the court that there was a clear ground for discharging the servant apart from his politics, it is inevitable that the discharge may be imputed to dislike of his politics, and not dislike of his person: (*Blackburn Election Petition*, 20 L. T. Rep. N. S. 823. Willes, J.)

THE NOTTINGHAM ELECTION PETITION.—At the Judges' Chambers, before Baron Bramwell, the Nottingham Election Petition, "*Torr and others v. Seely, the younger*," came on for hearing in reference to an application for particulars on the part of the sitting member. Mr. Hoskins asked his Lordship for particulars as to the allegations in the petition. Bribery and intimidation were alleged, and he wished the names of the voters said to be bribed, as also the names of those who had bribed them, to be given. Mr. Gates, as counsel for the petitioners, objected to the names of the persons who had bribed the voters being given. It was not usual, and both Mr. Justice Willes and Baron Martin were against such an application. Mr. Hoskins said he had had a good many election petitions in the present year, and his experience was that without such information the particulars were of little or no value. Besides, Mr. Justice Blackburn always required the names to be given of those who it was alleged had bribed the voters. Baron Bramwell said he could only act in the best way he could in the absence of the election petition Judges. He, however, thought that such names should be given. A discussion arose as to the parties who had intimidated or organised a mob at the election. His Lordship made an order as to some particulars, but said he would write to Baron Martin, who was try the Nottingham petition, and ascertain his view as to the names of the persons who had bribed, and who had got up the mob on the election, being stated. Mr. Hoskins reminded his Lordship that the trial of the petition was appointed for the 29th inst. Baron Bramwell made an order as mentioned.—On Thursday, Mr. Rickards, on the part of Mr. Seely, the sitting member, waited on Mr. Baron Bramwell at chambers, to ascertain the opinion of Mr. Baron Martin, who was to hear the petition on the 29th inst., as to the "particulars" to be given by the petitioner. Mr. Baron Bramwell said he had heard from Mr. Baron Martin, who recommended the rule of Mr. Justice Blackburn to be followed, as to the names of the persons who had bribed, as well as the parties bribed. He therefore granted the full order as prayed.

ESTATE AND INVESTMENT JOURNAL.

STOCK AND SHARE MARKETS.

The Stock and Share Markets continue firm, although there is no great activity in business. The extreme easiness of money, and the impression in some quarters of a further reduction in the official *minimum* will encourage enterprise, but the public are not too eager to support every company introduced.

The following are the fluctuations of the week:

ENGLISH FUNDS.	Fri.	Sat.	Mon.	Tues.	Wed.	Thur.
Bank of England Stock	244	243½	243	...	...	243
3 ½ Cent. Red. Ann. ...	93	92½	93	93	92½	92½
3 ½ Cent. Cons. Ann. ...	93½	93½	93½	93	92½	...
New 2 ½ Cent. Ann. ...	...	...	...	...	...	...
Do. 3½ do. Jan. 1894.	...	99½	...	...	...	...
New 3 ½ Cent. Ann. ...	93	92½	93	93	...	93
5 ½ Cent. Annuities ...	...	...	...	...	...	...
5 ½ Cents. ½ Jan. 1873	...	...	...	...	...	...
Ann. 30 years exp.	...	...	...	...	...	...
April 5, 1885	...	...	...	...	...	...
Do. exp. Jan. 5, 1880 ...	...	...	...	...	...	...
Do. exp. July 1880 ...	...	...	...	...	...	...
Rad Sea Tele. Ann. 1908	...	...	...	...	...	...
Consols, for Acc. ...	93½	93½	93½	...	93½	93½
India 5 ½ Cent. for Acc.	...	...	...	...	...	...
Do. 5 ½ Cents. July 1880	...	...	...	...	...	...
India Stock, July 1880.	111½	112	111½	112	112	...
India Stock, 1874	209	207½	...	207½	...	...
India 5 ½ Cent.	...	...	...	...	...	...
India Stock, 4 ½ Cent.	...	...	...	...	...	...
Oct. 1888	101	101	101	100½	101	101
India Bonds (1000l.)	24s. 6	...	...	...	20s. 6	20s. 6
Do. (under 1000l.)	20s. 6	...	...	15s. 6	...	20s. 6
Ex. Bills, 1000l.	...	b	e	e	...	...
Do. 500l.	a	d	c	f	g	...
Do. 100l. and 200l.	...	...	...	...	...	...
3 ½ c.	a	d	c	f	g	...

a March, 8s. pm.; June, 12s. premium.
 b Premium.
 c June, 12s. premium.
 d March, 4s. pm.; June 10s. premium.
 e June, 8s. premium.
 f March, 4s. pm.; June 12s. premium.
 g March, 4s. pm.; June, 7s. premium.

PUBLIC COMPANIES.

The report of the English, Scottish, and Australian Chartered Bank, to be presented on the 26th inst., states the amount available for distribution is 23,051l., and a dividend is recommended at the rate of 7 per cent. per annum, and the appropriation of 1000l. to the reduction of bank premises and furniture accounts, leaving 1051l. to be carried forward.

The report of the Provincial Banking Corporation (Limited), to be presented on the 2nd Aug., shows an available total of 8348l., and recommends a dividend at the rate of 7½ per cent. per annum, and the appropriation of 1000l. to reserve (increasing it to 15,000l.), leaving 1441l. to be carried forward.

The report of the Midland Banking Company (Limited) to be presented at Sheffield on the 30th inst., shows an available total of 8639l., and the usual dividend at the rate of 6 per cent. per annum is recommended, which, after an appropriation of 1500 in further reduction of the purchase of business account, will leave 2373l. to be carried forward.

The report of the Merchant Shipping Company (Limited), to be presented on the 25th inst., states that this year there has been no loss of any of the ships of the company and that the result of the completed voyages has been very satisfactory; also that a fair amount of business has been done at the dockyard. A dividend at the rate of 5 per cent. per annum is recommended, and the appropriation of 15834l. to reserve, insurance, and depreciation account, leaving 2074l. to be carried forward.

The report of the Land Securities Company (Limited), to be presented on the 29th inst., shows an available total of 3348l. A dividend at the rate of 4 per cent. per annum is recommended, and an appropriation of 500l. to the reserve fund, which will thus stand at 2500l., leaving 806l. to be carried forward.

LEGISLATION AND JURISPRUDENCE.

HOUSE OF LORDS.

THE MUNICIPAL FRANCHISE BILL.

On the order of the day for considering the report of amendments to this Bill, Lord REDESDALE objected to the Bill on the ground that it imposed obligations on women which could not but be objectionable to the sex. It was said that women had been appointed overseers; this was, no doubt, the case in default of any more eligible person, and there was also no doubt the duties were properly discharged in such cases; but it was one

thing to appoint a woman under exceptional circumstances and another to make an objectionable rule.—The Earl of KIMBERLEY thought it desirable the House should understand precisely what his noble friend objected to. This was not a proposition giving to women the municipal franchise for the first time. Previous to the passing of the Municipal Act in 1835 women did vote at municipal elections, but that Act took away their right to do so. Subsequently local government Acts gave them the franchise in the places in which those Acts were in force; and hence arose the anomaly that, whilst they could vote in the numerous towns in which the local government Acts were in operation, when a town obtained a charter of incorporation they were excluded. Therefore this Bill merely restored to women a franchise which they formerly enjoyed, and their Lordships were not discussing the wider and more doubtful question of extending to women the right to vote at Parliamentary elections.—Lord CAIRNS said that, as an unmarried woman could dispose of her property, and deal with it in any way in which she thought proper, he did not know why she should not have a voice in saying how it should be lighted and watched, and generally in controlling the municipal expenditure to which that property contributed.—The report of amendments was then received.

BANKRUPTCY AND IMPRISONMENT FOR DEBT BILLS.

On the motion of the LORD CHANCELLOR, the following noble lords were appointed the select committee on these Bills:—Lord Chancellor, Lord Privy Seal, Viscount Halifax, Lord Overstone, Lord Belper, Lord Chelmsford, Lord Westbury, Lord Colonsay, Lord Cairns, Lord Romilly, and Lord Penzance.

The Stipendiary Magistrates (Deputies), the Prisons (Scotland) Administration Act (1860) Amendment, the Court of Sessions Act (1863) Amendment, and the Local Government Supplemental Bills went through committee.

HOUSE OF COMMONS.

LAW OF HYPOTHEC (SCOTLAND) ABOLITION BILL.

Mr. C. EWING urged the second reading of this Bill.—The LORD-ADVOCATE said that, looking at the matter as a practical question, the landlord was neither more nor less than a creditor holding a security. In point of principle, it might be better that the law did not exist, as those engaged in agriculture would thrive fully as well without it. But, on the other hand, unless there were a real standing grievance, he hesitated to incur the risks which would be produced by a change. In well-cultivated districts the law of hypothec was probably of little avail, but in those not well cultivated it was of more importance. He was not opposed to a modification of the law, and he was willing to assent to the second reading with the view of bringing about such a modification. It appeared to him that the real result of the abolition of the law would be to better the existing relations between landlord and tenant. Would the landlord give the same terms to the tenant without this security as he did with it? Evidently the taking away of the security would have a tendency to raise the landlord's terms. When a landlord after-rented his farm—that was, took the rent after the first year's crop had been gathered and sold—he gave substantially a year and a half's credit. If he exacted rent at starting, the capital of the tenant would be immediately swallowed up, and he must go to other sources to get credit if he meant to continue the cultivation of the farm. The existence of hypothec, therefore, lowered rent, and beyond all doubt the tendency of the abolition of the law would be what he had stated. The small tenants would thus be driven to eke out the additional rent by their own manual labour, and the status of both large and small tenants would be lowered. The great improvement in the land of Scotland had been owing to the exertions of the small farmers, and by the abolition of this law the current of improvement might be checked. Looking at the way in which matters were managed, especially in the north, between landlords and tenants, he feared that its abolition might be prejudicial, as at present, owing to the security it afforded, the landlord often allowed the tenant to tide over a bad season which he might otherwise be unwilling to do. He was prepared to consent to the second reading, on the understanding that the Bill would not be further pressed this session. This was accordingly done.

SPECIAL AND COMMON JURIES BILL.

Lord ENFIELD moved the second reading of this Bill, the object is to make a change in the qualification of jurors, and which embodied the recommendations of the judicature commission. It was proposed that the qualification of householders as common jurors should be a rental of 50*l.* in places having more than 20,000 inhabitants, and 30*l.* in places with smaller populations. The qualification for special jurors was proposed to be a rental of 100*l.* in places with populations above

20,000, and a rental of 60*l.* in places with smaller populations. It was also proposed to provide a better mode of making out the jury lists, and that no juror should be summoned a second time until the whole list was exhausted. It was intended to give special jurymen a guinea per day, and common jurymen half a guinea. It was also proposed that jurymen should be allowed to have fire and refreshment at their own expense when considering their verdict.—Mr. GRAVES thought that more care ought to be taken in the drafting of any future Bill, particularly with regard to exemptions now enjoyed by town councillors.—Mr. A. W. YOUNG approved of many of the enactments of the Bill, but though it required careful revision. He was of opinion that in some cases the jury might consist of a less number than twelve, and that if a verdict of three-fourths of the number might be taken, after a certain period of deliberation, the result would be more satisfactory.—Mr. G. GREGORY objected to suitors being called upon to pay common jurors, considering that suitors were entitled to juries without being put to any expense.—Mr. Alderman LUSK thought that common jurymen were hardly dealt with, and hoped that the Bill would be proceeded with during the next session.—Mr. WHEELHOUSE thought that the services of jurors attending in criminal cases ought not to be overlooked.—The SOLICITOR-GENERAL hoped the House would allow the Bill to be read a second time. He believed it to be well drawn, and that it was well entitled to consideration. He thought the suggestion of the hon. member for Leeds deserving of notice, and that nothing was more unfair than the working of the jury system with regard to criminal trials. According to the letter of the present law, every man properly qualified ought to be on the common jury list, and special jurors ought to be liable to serve on both juries. It was unfair that common jurors should be paid only at the rate of 8*d.* a cause, whilst grand jurors were allowed a guinea. The intention of the law was fair enough. It meant that special jurors were to do double work, and therefore to receive double pay; but in practice special jurors were not taken out of the common jury list, but were placed in a special list, and did not serve on common juries. In Lancashire the law was properly carried into effect, and the jurors were generally of a very good class.—Mr. HENLEY thought it impossible that a Bill of this kind could be properly dealt with by a private member, and that the matter ought to be taken up by the Government. It was questionable whether the figure at which jurymen were taken should be increased. A great number of the people tried in the criminal courts were in a very humble class of life, and he did not think it fair that they should be tried by persons far above them in condition. There was nothing in the Bill to prevent a man being on both the special and the petty jury, which would enable him to try the same case twice over.—The Bill was then read a second time.

MARRIAGE WITH A DECEASED WIFE'S SISTER.

The debate on this Bill, adjourned from June 8, was resumed by Mr. TALBOT, who begged Mr. T. Chambers to withdraw it, alleging the time of the year, and the absorbing question which was likely to occupy the House for the rest of the Session.—Mr. BERESFORD HOPE added his entreaties to the same effect; and Lord BURY, a zealous supporter of the Bill, gave similar advice on the ground that the debate had fallen into *double entendres* and arguments to which an improper signification was attached. It was impossible too, at this time of the Session, to carry the Bill in the face of the not altogether justifiable means used against it by the Opposition.—Mr. T. CHAMBERS declared his determination to go on with the Bill, and Mr. GLADSTONE dissented from the argument that a Bill supported by a majority should be withdrawn because the opposition to it had passed the ordinary Parliamentary limits. Referring to Mr. Talbot's argument, he added, significantly, that he was entirely ignorant of the grounds on which it was assumed that the rest of the session would be occupied with one question, and on the merits of the Bill he was of opinion that these marriages ought to be legalised, and that it should be left to each religious denomination to determine their religious character. Mr. Chambers ought, therefore, to be encouraged by the House to resist a mere policy of obstruction.—After some further conversation, a motion by Mr. TALBOT that the order be discharged was defeated by 86—143 to 57.

ADULTERATION OF FOOD OR DRINK ACT (1860) AMENDMENT BILL.

On the motion of Mr. DIXON, the order for the second reading was discharged, and the Bill was withdrawn.

MARRIED WOMEN'S PROPERTY BILL.

The adjourned debate on the motion for third reading was resumed by Mr. RAIKES, who suggested that the object of the Bill might be attained in a more satisfactory way than that indicated in it. It would be better to enact that any married

woman earning the livelihood of the family should be enabled to go before a County Court judge, and make a declaration to that effect, and that then the judge should order that such woman should be able to hold property as if she were unmarried. It was said that this Bill would be a step towards the enfranchisement of women, and many hon. gentlemen opposite thought this end one desirable to be attained. He did not acknowledge this; but admitting its truth for the sake of argument, it ought not to be brought about as a collateral result of a Bill brought in by a private member, but should be undertaken by the Government. The time had not, in his opinion, arrived at which women should be placed on a perfect equality with men, and he should therefore move that the Bill be read a third time on that day three months.—Mr. JESSEL said he should support the Bill, on the ground that a woman entering the married state ought not to be deprived of the property she possessed, or of the right of contracting in the future. He denied that the object of the Bill was to give the parliamentary suffrage to women, and hoped that such an impression would not cause hon. members to vote against the Bill.—Mr. B. HOPE said on the face of it the Bill went in for altering the whole conjugal relations in regard to property. By refusing to read the Bill a third time, they would leave it as a document before the country, instead of sending it to another place, where it would, perhaps, not escape accidents. (Hear, hear.)—The House divided on the question that the Bill be now read a third time, and the numbers were: For the third reading, 131; against it, 32; majority in favour, 99. The Bill was then read a third time.

THE IRISH MAGISTRACY.

Sir P. O'BRIEN asked the Chief Secretary for Ireland whether the attention of the Irish Government had been called to the imperfect constitution of the Irish magistracy; and whether any steps had been taken by the Lord Chancellor for Ireland to revise the list with a view of increasing the confidence of the Irish people in that body.—Mr. C. FORTESCUE said the question referred to the exercise of those duties which, as the head of the Irish magistracy, devolved on the Lord Chancellor of Ireland, in whom, he was bound to say, the Irish people reposed a large amount of confidence. The Government knew from him that he had been for a long time engaged, as a matter of public convenience, in examining and revising the lists of the magistrates of Ireland. Beyond this he (Mr. C. Fortescue) was unable to give any information.

SOLICITORS' JOURNAL.

NOTES OF NEW DECISIONS.

SUIT TO EXECUTE TRUSTS—PRACTICE.—In a suit to execute the trusts of a settlement an inquiry was directed as to letting some of the property, and ultimately the proposal of the plaintiff, who was also receiver in the cause, was approved by the judge. He failed to perform his contract, and the suit was brought on for further consideration, when it was held (on appeal by the plaintiff), that an inquiry which was directed by the Master of the Rolls as to the damages sustained by the trust estate by reason of his default, ought not to have been inserted; but their Lordships gave leave to the other *cestuis que trust* to bring before them upon notice an original motion for such an inquiry, and ordered that the appeal should be brought on with that motion. The order of the Master of the Rolls was then affirmed, but without costs to any party: (*Branker v. Carne*, 20 L. T. Rep. N. S. 797. Ch.)

LEASE—COVENANTS.—In an indenture of demise of a public-house the lessor covenanted for himself and his assigns that he or they would not build, erect, or keep, or be interested in building, erecting, or keeping a public-house within half a mile of the demised premises: Held, that the covenant did not run with the land, and could not therefore be sued upon by an assignee of the lease: (*Thomas v. Haycraft*, 20 L. T. Rep. N. S. 814. Ex.)

CHOSE IN ACTION—REDUCTION INTO POSSESSION.—The defendant, having received money from a third person for the use of a married woman, wrote to her acknowledging that he held it at her disposal. She died, and her husband, who survived her about a year and a half, in no way interfered as to the money. On his death, held, that the administratrix of the wife was the proper person to sue for the money, the facts showing a *chose in action* of the wife, which her husband had not reduced into possession: (*Fleet v. Perrins*, 20 L. T. Rep. N. S. 814. Ex. Ch.)

ADMINISTRATION—RECEIVER.—Where a re-

ceiver had been appointed by the Court of Chancery in a suit relating to the administration of the estate of an intestate, this court declined to appoint an administrator *pendente lite* until the Court of Chancery had signified its opinion that for some real or technical reason such an appointment was desirable: (*Tichborne v. Tichborne*, 20 L. T. Rep. N. S. 820. Prob.)

UNPROFESSIONAL ADVISERS.

We have received the following:—

TO THE EDITOR OF THE LAW TIMES.

Meeting-house-lane, Sheffield, July 16, 1869.
Sir,—A person against whom a client of mine had recovered a judgment called on me lately and handed me the inclosed. I sent it to the Law Society, but they tell me they have no power to protect the Profession in matters of this kind, the writer of the inclosed not being a member of their body. I certainly thought they were more powerful for the good of the Profession than they declare themselves to be; but, however, as they are not, perhaps it may be as well to make this benevolent individual (albeit he cannot spell his own name correctly) more widely known, for the benefit and comfort of the thousands under pressure to whom he so feelingly refers.—Yours truly,
W. E. TATTERSHALL.

(Enclosure.)

Private and confidential.

173, Balls-pond-road, Islington, London,
June 17, 1869.

"Sir,—I trust you will excuse the liberty taken by me in addressing you, but, having seen your name in a list which I am in the habit of perusing, and seeing that you have judgment against you, I naturally conclude that you are suffering from a pressure which thousands are doing at this critical period.

If you will allow me to offer you the benefit of my long experience I feel convinced that I should be able to afford you immediate relief to your mind, as well as protection to your person and property.

I shall be most happy to give you my advice upon all subjects connected with bankruptcy, deeds of composition, private arrangements with creditors, and all matters connected hitherto, either by letter, or by a personal interview at my office as above, free of charge.

I further beg to state, should you favour me by requiring my services, I will endeavour to fulfil those duties that devolve upon me both faithfully and efficiently.—I am, yours respectfully,
FREDRICK HOLLOWAY.

Incorporated Law Society, U. K.

Chancery-lane, London, W.C.,
12th July 1869.

Dear Sir,—I submitted your letter of the 18th ult. to the council at as early a period as the pressure of other important business would permit.

The council, having considered the matter, desire me to inform you that as Mr. Frederick Holloway is not a member of this society, they have no power whatever to interfere in the matter.

I return the circular in accordance with your request.—I am, dear Sir, yours faithfully,

E. W. WILLIAMSON, Secretary.
W. E. Tattershall, Esq., Meeting-house-lane,
Sheffield."

CREDITORS UNDER ESTATES IN CHANCERY. LAST DAY OF PROOF.

DADD (Isaac J.), Chatham. July 28; Eldred and Andrews, solicitors, 8, St. James's-street. Aug. 4; V.C.S., at one.
GEMMUS (Margaret), Swan inn, Llangwyl, Glamorgan. July 2; W. J. Evans, solicitor, Llandovery. Aug. 6; V.C.M., at twelve.
GORDON (Thos.), Ramsbury, Wilts. Sept. 1, F. B. Rowland, solicitor, Ramsbury. Nov. 6; M. R., at twelve.
HALL (W. M.), Bladud's-buildings, Bath. July 31; W. Hiebrook, solicitor, 2, Tanfield-court, Temple. Aug. 7; V.C.M., at one.
HARRIS (Hos.), 15, Montpelier-square, Brompton. July 24; G. Kempter, solicitor, 37, Lower Kennington-lane. Aug. 3; V.C.S., at one.
HARRIS (Josh.), Portman-street, Portman-square. Oct. 11; Bosker, Peake, and Co., solicitors, 6, Bedford-row, Nov. 3; V.C.S., at twelve.
HARRIS (Jas. E.), Longdown, Exeter. Sept. 21; Elmslie, Forth, and Co., solicitors, 27, Leadenhall-street. Nov. 1; V.C.S., at twelve.

CREDITORS UNDER 22 & 23 VICT. C.35.

Last day of Claim, and to whom Particulars to be sent.
CHAPLIN (C. E. P.), 14th Regiment of Hussars. Aug. 10; Woodalls and Donner, solicitors, 26, Queen-street, Scarborough.
CLARK (Maria), Wroter, Salop. Sept. 29; Seath and Smith, solicitors, Shrewsbury.
COWEN (Josh. C.), Exeter-row, Birmingham. Sept. 29; James and Griffin, solicitors, Birmingham.
CROFT (Geo. A.), 3, Montague-villas, Richmond, Surrey. Oct. 1; Fooks, Hallows, and Co., solicitors, 39, Bedford-row.
FRESHFLEET (Sir Chas. H.), 57, Grosvenor-street. Oct. 20; Freshfields, solicitors, 5, Bank-buildings, E.C.
GUYER (Lucy J.), Burnham, Somerset. Sept. 4; R. Brice, solicitor, Burnham, Somerset.
HARRIS (John), Oakland-villa, Lawrie-park, Sydenham. Sept. 1; Clarke, Son, and Co., solicitors, 28, Coleman-street, E.C.
JONES (Thos. B.), Manchester. Sept. 18; Cunliffe and Leaf, solicitor, Brown-street, Manchester.
LAWSON (Jas.), Nottingham. Sept. 20; H. Hogg, solicitor, 11, Wheeler-gate, Nottingham.
MAYNARD (Benjamin), Upnore, Rochester. Sept. 1; R. Prall, solicitor, town clerk's office, Rochester.
MAYNARD (Rev. Francis), Swinwick-cottage, Swinwick, Rochdale. Aug. 31; Cunliffe and Beaumont, solicitors 43, Chancery-lane, W.C.
LOWE (William), Coventry. Oct. 1; T. Browett, solicitor, 2, Bailey-lane, Coventry.
MAYNARD (Colin W.), Barge-yard-chambers, E.C. Aug. 1; J. M. Upton, solicitor, Pancras-lane, Bucklersbury.

PROBERT (William), Bridge-street, Hereford. Sept. 1; Bodenham and Temple, solicitors, Hereford.
SADLER (Mary), Taseley, Tamworth. Aug. 10; R. W. Nevill, solicitor, Tamworth.
WARDEN (John), 40, Hyde-park-square. Nov. 1; Upton, Johnson, and Co., solicitors, 20, Austinfriars.
WILCOXON (Ellen), Tarvin, Chester. Sept. 1; W. P. Jones, solicitor, Whitechurch, Salop.

THE BENCH AND THE BAR.

ASSIZE INTELLIGENCE.

NORFOLK CIRCUIT.

Aylesbury, July 20.—The commission for the county of Bucks was opened yesterday afternoon by Mr. Justice Byles. The business is excessively light. On the civil side there are only two causes, one of them to be tried by a special jury. On the Crown side there are 11 prisoners for trial. The offences charged against them are,—shooting with intent to murder, cutting and wounding, rape, burglary, and larceny.

MIDLAND CIRCUIT.

Derby, July 15.—The commission was opened here yesterday by Mr. Boden, Q.C., their Lordships being detained at Warwick. The calendar contains 16 cases. There is one charge of murder against a woman named Annie Ingham. The prisoner cut the throat of her infant son, a child of nine months of age. The defence is understood to be that she was insane at the time of the commission of the act. The rest of the cases do not appear to be of an unusual character. The cause list is exceedingly light, there being only three common and two special jury cases. The court sat at ten o'clock this morning.

Nottingham, July 20.—The commission was opened here yesterday. The cause list contains only 3 cases, two common juries and one special jury. The county calendar contains 8 cases of a very ordinary character, that for the town only 4. One of these latter is a charge against William Powell, and 5 others for stealing silk to the value of 250*l.*, the property of William Elliot Baker. The case has caused considerable interest in Nottingham.

OXFORD CIRCUIT.

Worcester, July 16.—Mr. Baron Pigott opened the commission here yesterday, and attended Divine service. The cause list this morning contained 7 entries, of which 1 only was marked for a special jury. The calendar for the county contains the names of 21 prisoners, and the city calendar the names of 5 prisoners. In the county there is a charge of murder and 2 of manslaughter, and in the city 1 of manslaughter; but in other respects the offences are of an ordinary nature.

Stafford, July 21.—Mr. Justice Montague Smith opened the commissions and attended Divine service here yesterday. There are 23 causes for trial, of which 6 are marked for special juries. The calendar contains the names of 51 prisoners. There is 1 charge of murder, 1 of manslaughter, 1 of attempt to murder, 1 of attempting to commit suicide, and several serious offences against the person. The grand jury ignored the bill for murder.

HOME CIRCUIT.

Chelmsford, July 17.—The business of these assizes, which commenced yesterday, terminated to-day. The calendar of criminal cases was light in point of number and character. It contained the names of 24 prisoners, and the most serious cases that can be mentioned were one or two of violent assaults, except a case of rape, which broke down. Mr. Hawkins, Q. C., gave his assistance in trying prisoners, and they were all disposed of yesterday. The Lord Chief Baron, in charging the grand jury, observed that out of 24 prisoners only two could read or write.

Lewes, July 21.—The commission for the county of Sussex was opened and business was proceeded with yesterday morning at ten o'clock in both courts, the Lord Chief Baron presiding in the Crown Court, and Mr. Justice Mellor at Nisi Prius. There are 15 causes entered, 4 of which are marked to be tried by special juries. One of these, however, the great foreshore case, a question of boundary, *Lloyd v. Ingram*, will not be tried, as arrangements have been made, it is said, to dispose of it in some other manner. This is a new trial, the cause having at a former assize for this county occupied several days. The whole of the common jury causes were disposed of yesterday, and they were of the most uninteresting character.

NEW LAW COURTS.

The following has been addressed to the editor of the Times:—

"Sir,—As a statement has appeared in your columns to the effect that the Council of the Incorporated Law Society are not acting in harmony with the wishes of the members of the society in their advocacy of the Carey-street site for the erection of the courts, I am directed to request the favour of your inserting the accom-

panying copy of a resolution, which was passed unanimously at the annual general meeting of this society on the 16th inst.—I am, Sir, your obedient servant,

"E. W. WILLIAMSON, Secretary.
Incorporated Law Society,
Chancery-lane, July 17."

"At the annual general meeting of the Incorporated Law Society, July 16, 1869, proposed by Mr. T. Burgoyne, of 160, Oxford-street, seconded by Mr. W. C. Milne, of Harcourt-buildings, Temple, and resolved unanimously—"That this meeting hereby expresses its entire and cordial approval of the steps which have been taken by the council in opposition to the removal (as threatened by the Bill lately brought into Parliament) of the site for the new law courts and offices from Carey-street to the Thames Embankment, or elsewhere; and this meeting earnestly deprecates such removal as injurious to the interests equally of the suitors, the public, and the members of the legal profession."

At the Mansion-house on Monday Mr. Horace Lloyd, Q. C., and Mr. Edmund Alfred Pontifex, civil engineer, appeared before Alderman Sir Robert Carden to answer a charge of assault preferred at the instance of the Great Eastern Railway Company. The defendants had entered into their own recognisances to answer the charge, and Mr. Pontifex had taken out a cross summons against the person complaining. Mr. Lloyd was accused of assaulting Daniel Everett, an inspector at the Fenchurch-street railway-station, by seizing him by the throat and forcing his head against a railway carriage; and Mr. Pontifex of assaulting the complainant, at the same time, at the door of the station, by striking him on the hand with his walking-stick. On the case being called, Mr. Straight, barrister, who appeared for the Great Eastern Railway Company, said he was happy to state that, by the good sense of the defendants, the Bench would be spared a very painful investigation. The company felt themselves bound to protect their servants in the performance of their duty, and it was of importance that gentlemen, such as the defendants were, should have an equal claim to protection while travelling on the company's line. The defendants had handed to him a document which, he understood, they wished to be read in public. It was in these terms:—"Messrs. Lloyd and Pontifex contend that they are not to blame. A scuffle took place in which it is difficult to say for certain what the facts are, but as they are assured by the company that their servants were acting in the discharge of their duty, the defendants are prepared to adopt this view, and, while not admitting that any assault was committed which cannot be justified, yet express their regret for any interference with the officers of the company. They are induced to take this course by the assurance they have received from the company that Inspector Everett has for many years borne an irreproachable character in their employ, and without any complaint of any kind being made against him." Mr. George Lewis, jun., solicitor, who appeared for the defendants, in the unavoidable absence of Mr. Serjt. Parry, expressed his assent to the terms contained in the document in reference to a matter which would otherwise have involved a long investigation. The company having withdrawn from the charge, the defendant, Mr. Pontifex, who had taken out a cross-summons against Inspector Everett, would also withdraw his complaint. Sir Robert Carden joined in the general satisfaction that an unpleasant inquiry had been avoided, and all parties concerned left the court.

MAGISTRATE AND PARISH LAWYER.

READINGS OF NEW STATUTES.

THE WINE AND BEERHOUSE ACT 1869. (a)

(Continued from page 226.)

The unusually short time which is afforded for the purpose of mastering the contents of this Act, which received the Royal assent on the 12th inst., and practically came into operation on the 15th inst., renders it necessary that we should resume the subject without delay.

It is most essential to remember that the keepers of *all* beerhouses, whether for consumption on the premises or not, should give certain notices, and comply with certain formalities prior to applying to justices at the general annual licensing meeting for a certificate, upon production and in pursuance of the authority of which alone the Excise have power to grant a licence.

The Act does not prescribe any form of notice; but we have given at foot a form which has been carefully drawn. It is prepared to meet the case of a house holding an excise

(a) By T. COUSINS, Solicitor, Portsea.

licence prior to the 1st May 1869, and situated in a borough. It may, however, be easily altered where the application is in respect of a house not licensed prior to that date, or situated in a county. In consequence of the peculiar phraseology of the 8th section, it has been thought desirable that the notice should be somewhat similar to the notice necessary to be given of an application for a new spirit licence, the form of which is prescribed in the schedule to the Ale-house Act (9 Geo. 4, c. 61).

It will be desirable that all applications for a certificate under the new Act should be supported by a memorial to the justices certifying the good character and respectability of the applicant, and as to the conduct of the house. Applications for certificates in respect of houses not licensed prior to the 1st May 1869 should also be supported by evidence as to the requirements of the neighbourhood, and of any other circumstances rendering the grant of a certificate desirable. At the foot is the form of a memorial to the justices, which can be altered to meet the different cases which arise. It should be signed by persons of repute. The general practice is to admit such documents as evidence, without any proof of the genuineness of the signatures thereto. By the 8th section applications for certificates in respect of licences to sell by retail beer, &c., not to be consumed on the premises, and by the 19th section applications for certificates for retail beer licences to be consumed on the premises in respect to houses holding licences on the 1st May 1869 may only be refused on the four grounds set forth in the 8th section, and which are as follows:

(1.) That the applicant has failed to produce satisfactory evidence of good character.

(2.) That the house or shop in respect of which a licence is sought, or any adjacent house or shop owned or occupied by the person applying for a licence is of a disorderly character, or frequented by thieves, prostitutes, or persons of bad character.

(3.) That the applicant having previously held a licence for the sale of wine, spirits, beer, or cider, the same has been forfeited for his misconduct, or that he has through misconduct been at any time previously adjudged disqualified from receiving any such licence, or from selling any of the said articles.

(4.) That the applicant, or the house in respect of which he applies, is not duly qualified as by law is required. Where an application for any such last-mentioned certificate is refused on the ground that the house in respect of which he applies is not duly qualified as by law is required, the justices shall specify in writing to the applicant the grounds of their decision.

It is clearly contemplated here that all applicants for certificates shall "produce satisfactory evidence of good character," and hence the necessity of the application being supported as above suggested.

A certificate under the Act may be transferred to a new tenant or occupant of any house in respect of which an excise licence is in existence, or in respect of which a certificate shall be granted under the Act by the justices (or a majority of them) in petty sessions for any borough, &c., within which the house is situated, which transferred certificate shall be in force till the then next general annual licensing meeting, or special sessions for transferring licences, as the case may be; and a new tenant or occupant of any such house may, without a certificate, sell beer, &c., until the then next petty sessions (sect. 9).

No notices seem necessary for a transfer of a certificate under this section, although certain notices are required prior to transferring an alehouse licence (9 Geo. 4, c. 61, s. 11).

Sect. 10 provides that a licence in force for premises situate in Middlesex and Surrey may be renewed without a certificate at any time prior to the first general annual licensing meeting held for such counties after the passing of this Act. This clause is rendered necessary in consequence of the general annual licensing meetings for Middlesex and Surrey not being held until the first ten days in March.

By sect. 11 penalties are imposed for the forgery of a certificate.

The powers of constables and officers of police of entering and examining houses holding licences to sell beer to be consumed on the premises, are extended to entering and examining houses holding licences to sell beer, &c. not to be consumed on the premises, and licences under 24 & 25 Vict. c. 21, s. 3, and 26 & 27 Vict. c. 33, s. 1, which statutes are referred to in our previous article. In case the holder of any such licence,

or any servant or other person in his employ, or by his direction, shall refuse to admit, or shall not admit, any constable or officer demanding admittance, the same penalties shall attach as in the case of a retailer of beer, &c., to be consumed on the premises (sect. 12). These last mentioned penalties are imposed by 4 & 5 Will. 4, c. 85, s. 7, and are—not exceeding 5*l.* and costs, to be recovered within twenty days, and for a second offence two justices may disqualify. But they cannot impose a penalty (see *R. v. Tott*, 25 J. P. 327).

The 13th section is a very extraordinary one, and it is difficult to imagine why it was thought necessary. It provides that, "In any legal proceeding under any of the said recited Acts it shall not be necessary in order to prove the sale of beer, cider, or wine, in or upon any house or premises, to prove the receipt or payment of any money in respect of such sale; but proof that any beer, cider, or wine was drunk or consumed in or upon such premises by any person other than the keeper of such house or premises, or some servant or inmate residing therein, shall be *prima facie* evidence of the sale of such beer, cider, or wine, in or upon such house or premises."

In the first place it is to be observed that it was clear before the passing of the Act, that it was not necessary to prove the receipt or payment of money in order to substantiate a charge of unlawful selling. A sale might be presumed from strong circumstances: (see *Finch v. Blundell*, 26 J. P. 71; *Smith v. Vaux*, 6 L. T. Rep. N. S. 46.) The section therefore is unnecessary.

But it is worse than unnecessary; it will render a conviction infinitely more difficult than it was before, for it provides that proof that any beer, &c., was drunk or consumed on the premises shall be *prima facie* evidence of a sale. Now prior to the present Act it was not necessary to prove the drinking or consumption of any beer, &c., in order to convict of an unlawful sale. As before observed, a sale might be presumed from strong circumstances; but a serious question arises under this section, whether the Legislature have not now pointed out the mode in which a sale must be proved—namely, by proving a consumption. If this is so, convictions will be very rare, as persons using houses during prohibited hours will rarely drink in the presence of the police officers, any more than they will pay for the liquor in his presence. It may, however, be contended that this section merely points out one mode in which a sale may be *prima facie* proved.

But whatever construction is put upon the section, it is a most unnecessary and bungling clause, and must cause a very great deal of difference of opinion. It affords another proof that those who frame our statutes have frequently no practical knowledge of the subjects with which they deal. It is also a strong argument for appointing some competent lawyer to draw our new statutes.

The 14th clause is directed against persons holding licences to sell not to be consumed on the premises. It provides that where any such person, with intent to evade the provisions of any Act of Parliament, permits beer, &c., to be taken off his premises for the purpose of being for his benefit or profit consumed in any other house, or in any tent, shed, or other building, premises, or place, it shall not be necessary to prove that such last mentioned house, tent, &c., belonged to the licensed person, or was hired, used, or occupied by him, if proof be given to the satisfaction of the justices that such beer, &c., was consumed therein, with such intent to evade. On such proof being given, such beer, &c., shall be deemed to have been consumed on the premises of the licensed person, and he shall be subject to penalties accordingly.

Section 15 enacts that "if any person shall suffer beer or cider to be drunk in his house at any time during which the house ought by law to be closed, he shall be liable, on summary conviction, to a penalty not exceeding 40*s.* for each offence." This is a very important section, and is novel. The marginal note in the statute is "Penalty for selling beer or cider to be drunk at illegal times." This is clearly incorrect, and calculated to mislead. The section does not relate to selling, but to "suffering beer or cider to be drunk." Before the present Act, a beer retailer had a right to entertain his friends gratuitously during the prohibited hours, provided he did not keep his house open and did not sell: (*Overton v. Hunter*, 23 J. P. 308;

1 L. T. Rep. N. S. 366.) He had also a right to supply beer, &c., in exchange for other goods to be delivered to him subsequently: (*Petherick v. Sargeant*, 6 L. T. Rep. N. S. 68.) The section under consideration renders it an offence to suffer beer to be drunk during prohibited hours, and the words used would seem literally to extend to a case where the beer retailer was entertaining his friends gratuitously. It would also, in strictness, extend to his own family and the inmates of his house; but it is presumed this construction could not be supported. It would probably extend to drinking by lodgers during the various times at which beer retailers might supply lodgers under former Acts of Parliament. It is open to doubt what operation this section will have as to "travellers." At any rate it is clear that the loose and indefinite wording of the clause will create much litigation. In the face of previous legislation, the section in question ought to have defined more clearly how far it was intended to go, and what its operation was to be in the cases above mentioned. The clause does not extend to wine, but only to beer (which includes ale and porter) and to cider (which includes perry). Why this distinction is made it is impossible to comprehend, unless it be intended to create a distinction in favour of those who can afford to drink wine.

We shall conclude the consideration of this very extraordinary statute next week.

FORM OF NOTICE.

To the Overseers of the Poor of the parish of _____, in the borough of _____, in the county of _____, and to the Constables thereof and for the said borough, and to all whom it may concern.

I, _____, of _____, in the borough and county aforesaid, and being a seller of beer, ale, porter, cider, and perry [and wine if required], by retail to be consumed on the house and premises, by virtue of an excise licence, which was in force on and prior to the 1st May 1869, do hereby give notice that it is my intention to apply to the justices assembled at the next general annual licensing meeting for the said borough, to be holden in pursuance of the Act of the ninth year of the reign of King George the Fourth, chapter sixty-one, intituled "An Act to regulate the granting of Licences to keepers of Inns, Ale Houses, and Victualling Houses in England," or at some adjournment of such meeting, at _____, in the said borough, on the day of August next ensuing, at the hour of _____ of the clock _____ noon of the same day, or at or on such other place, day, and time as shall be appointed for that purpose on some day between the 20th day of August and the 14th day of September inclusive, next ensuing the date hereof, for a certificate or authority under "The Wine and Beerhouse Act 1869," for a licence to sell beer, ale, porter, cider, and perry [and wine if required] by retail to be consumed on the house and premises called the _____, and situate _____, in the parish of _____, in the borough and county aforesaid, and which said house and premises are duly rated for the relief of the poor as by law required, and which I rent of _____, and the same are the property of _____, and of which said house and premises I am now the _____.

Given under my hand the _____ day of July, one thousand eight hundred and sixty-nine.

[Signature of applicant.]

FORM OF MEMORIAL.

To the Worshipful the Justices of the Peace, acting in and for the borough of _____ in the county of _____

We the undersigned inhabitants of the borough of _____, do hereby certify that Mr. _____, of _____, in the borough and county aforesaid (beer retailer), is, to the best of our knowledge and belief, a person of good and respectable character, and that he _____ is a well-conducted and orderly house. [In case the house was not licensed prior to the 1st May 1869, add] And that in our opinion the situation, size, construction, and general character of the said house, will adapt and qualify it for a licence to sell beer [and wine, if so] by retail, to be consumed on the premises, and that a house with such a licence is required in the neighbourhood of the house, and would be a convenience to persons residing in the vicinity.

Signature.	Residence and Occupation.
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NOTES OF NEW DECISIONS.

SPECIAL CONSTABLES.—PAYMENT OF.—Some disturbances having occurred during a contested election, the justices appointed special constables,

whose expenses were subsequently directed to be paid. The orders for payment were not made at special sessions as required by 1 & 2 Will. 4, c. 41, s. 13, and in form, they were mere directions to the county treasurer to pay specified sums. Payment was made by him, and his account was afterwards allowed at the quarter sessions. Held, that the order not having been made at a "special sessions held for the purpose" was invalid; but, the court being of opinion that there was no objection to the order in point of form, and that the treasurer was therefore justified in paying it, and taking into consideration the fact that the money had been paid, and the account allowed, discharged a rule which had been obtained for a writ of *certiorari* to bring the order up to be quashed: (*Reg. v. Justices of Carnarvonshire*, 20 L. T. Rep. N. S. 818. Bail.)

CAMBRIDGE BOROUGH MAGISTRATES.

Friday, July 16.

(Before J. WENTWORTH, R. M. FAWCETT, DENNIS ADAMS, and MOSES BROWNE, Esqrs.)

HOWLETT v. LORD WM. OSBORNE.

Keeping a ferocious dog—Evidence of ferocity. Upon an information for allowing a ferocious dog to be at large in a public place unmuzzled, evidence that when chained up it was in the habit of biting people was admitted, to show the nature of the animal, although there was no evidence to prove that when at large it was in the habit of attacking people:

Held, also, that when in a public street in company with its master, but two hundred yards from him, although under his control, was sufficient to satisfy the meaning of the expression "at large."

This was an information laid by Thomas Howlett, inspector of nuisances of the borough of Cambridge, against Lord William Osborne, for that he on the 9th July, in a certain street within the borough, to wit Parker's-piece, did unlawfully permit a certain ferocious dog to go about unmuzzled, contrary to the bye-laws of the borough of Cambridge, whereby he rendered himself liable to a penalty not exceeding 40s.

Felch for the complainant.

Whitehead for the defence.

From the evidence of several witnesses it appeared that the dog, a black retriever, was usually kept chained up in the defendant's garden for the purpose of protecting the premises, and that upon various occasions, when so chained up, it had bitten numerous persons. One witness also proved that it had strayed in his master's garden, and had bitten him. Upon the day named in the information, it was shown that the dog was loose in Parker's-piece unmuzzled, in company with the defendant, but about two hundred yards from him. It was also shown that it was the habit of the defendant to let the dog loose in the evening to exercise it upon Parker's-piece, but there was no evidence that upon any of these occasions it had displayed its ferocity.

Whitehead, for the defendant, submitted, in the first place, that Parker's-piece was not a public street within the meaning of the bye-law.

Mr. Knowles, clerk to the magistrates, pointed out that by the interpretation clause of the Police Clauses Consolidation Act, Parker's-piece would be included.

Whitehead did not press the objection, but further contended that there was no evidence to show the ferocious nature of the animal, except of those witnesses who had spoken to injuries inflicted while chained up for the protection of his master's property, and that although a dog might, when so engaged, be termed ferocious, yet it was not evidence of his general disposition when let loose. Again, it was not shewn that it was "at large," for when in company and under control of his master, it could not be said to be "at large" within the meaning of the bye-law.

The Magistrates overruled all these objections, and, after evidence had been called to rebut the representations of the informant, convicted the defendant, and fined him 10s. and expenses.

NORWICH CITY JUSTICES, GUILDHALL.

Monday, July 5.

(Before the Right Worshipful the MAYOR and other JUSTICES.)

REG. v. GRAY.

False declaration to obtain Superintendent-Registrar's licence of marriage—Party making same liable to the same penalties as perjury—19 & 20 Vict. c. 119, s. 18.

Quare, if justices do not consider evidence adduced sufficient for committal, can prosecutor require to enter into recognisances to prefer an indictment under sect. 2 of 22 & 23 Vict. c. 17?

Peter Gray, a labourer, was charged under *mand* with having on the 13th March last signed

BOROUGH QUARTER SESSIONS.

Borough.	When holden.	Recorder.	What notice of appeal to be given.	Clerk of the Peace.
Ludlow	Tuesday, July 27	H. J. Hodgson, Esq. ...	10 days	H. Salwey.
Penzance	Saturday, July 31	H. T. Cole, Esq., Q.C. ...	8 days	W. Borlase.

a declaration, as required by the 22 & 23 Vict. to obtain a licence of marriage, containing statements as to length of residence of himself and the other person, and other particulars requisite, which were alleged to be untrue; and particularly having stated that he and his intended wife were cousins, whereas he was her uncle, and thereby by law unable to be married.

Lindsay (managing clerk to *Sadd*, Norwich) supported the information.

Atkinson, solicitor, appeared for the defendant. After hearing the evidence in support of the charge, and *Atkinson* having addressed the Bench on behalf of the defendant, the information was dismissed.

Lindsay then applied to the Bench to allow a person to be bound over to prefer an indictment against the accused at the next assizes under sect. 2 of 22 & 23 Vict. c. 17, contending that, as by the 18th section of 19 & 20 Vict. c. 119, a person guilty of signing a false declaration was liable to the penalties of perjury, that sect. 2 of 22 & 23 Vict. c. 17 applied.

The BENCH allowed a prosecutor to enter into the requisite recognisances accordingly.

Friday, July 16.

GREAT EASTERN RAILWAY COMPANY v. WILLIAMS.

Williams was charged with sending lucifer matches by railway, without distinctly marking the box as containing the same, contrary to sect. 105 of the 8 Vict. c. 20, subjecting him to a penalty of 20l.

Held, that the onus probandi that the offence had been committed was on the complainant.

A gentleman from the office of Mr. W. H. Shaw, of London, solicitor, represented the company.

Lindsay, of Norwich, appeared on behalf of the defendant.

Thomas Plow, a carman in the employ of the company, proved receiving a box from the defendant on the 17th June, which he delivered to Erasmus Walker, the scaleman at the company's goods station.

Walker, the scaleman, proved that he received the box of the last witness, and that it bore a direction, "Thurston, Cambridge," and in consequence of the smell of the same he opened it, and found the box contained a quantity of mixed grocery goods and also several dozen boxes of lucifer matches. Cross-examined by *Lindsay*—Did not observe anything else marked on the box except the address.

After the formal evidence as to publication of the list of offences at the company's stations,

Lindsay addressed the Bench on behalf of the defendant, and contended that it had not been positively shown that the box was not marked as required by the section of the Act of Parliament under which the information was laid, and the onus of proof that the offence had been committed rested on the complainants.

The JUSTICES, after a short deliberation, dismissed the summons.

CRIME IN FRANCE.—In spite of the far more careful supervision exercised over the dangerous classes of Paris than over their brothers in London, and notwithstanding the actual existence for some years of provisions in their French criminal code similar to those we have just introduced into our Habitual Criminals Bill, the registers of the Paris prefecture tell much the same tale as the gaolers of our own prisons. Here are a few cases which have been recently cited:—Joseph Guyot, between 1854 and 1868, was sentenced twenty-four times; Antonin Crozat, between 1833 and 1868, seventy-one times; Jean Hebrar, since Dec. 4, 1833, has been condemned to twenty-seven years and five months' imprisonment, twenty-five years of solitary confinement, and to 235 years of penal servitude—287 years in all. He was transported to Cayenne and escaped.

IRISH CONVICTS.—The directors of convict prisons in Ireland report that in the year 1868 246 convicts were sentenced to penal servitude, 50 less than in 1867; 172 were males, and 74 females; 245 convicts were discharged in the year—163 on orders of licence, and 82 unconditionally, on completion of sentence, &c. The number in custody on the 1st Jan. 1869, was 1325—viz. 922 males and 403 females, the total being 10 less than on the 1st Jan. 1868, 106 less than in 1867, 312 less than in 1866, 248 less than the average on the 1st Jan. of the ten years 1859-68. The total number of convict prisoners in 1868 was 1333; the

deaths were 14, or rather over 1 per cent., and the average daily number of sick 42, or three times the deaths. The year's expenditure of these prisons—Mountjoy, Spike Island (public works), and Smithfield and Lusk (intermediate) was 38,090l., the estimated value of prisoners' work, 17,604l. It is proposed to close Smithfield Prison, as not needed. The report states that the Irish system of convict management continues to work satisfactorily. There were but sixteen revocations of licences in the year 1868. The Presbyterian chaplain at Spike Island gives a characteristic story of his flock; some of them "from the furthest north" waited upon him in the course of the year to state their objections to having hymns sung in Divine service, and to request that only the Psalms of David should be used, "hymns not being inspired." Mr. Organ lecturer at Lusk, one of the intermediate prisons to which well-conducted men are in due time transferred, reports that "immorality is completely and entirely absent from that colony, and a sound vigorous tone shows itself throughout." He describes the released convicts in the Dublin district as obtaining from 10s. to 30s. wages per week, and says that some are foremen, and many are employers themselves; the conduct of the great majority is most satisfactory, and the relapses into crime are very few. The slightest violation of the conditions of a licence is visited with punishment. It appears that there were in Mountjoy Prison in 1868 140 prisoners, received under the Habeas Corpus Suspension Act; 107 of them were discharged conditionally in the year, five unconditionally, and the rest were removed to county and city gaols. The account of this class of prisoners describes 148 as Roman Catholics and 37 as Protestants; 122 as single men, and 63 married.

CRIME IN IRELAND.—The judges, in their addresses to the grand juries, continue to comment in complimentary terms upon the general diminution of crime. In opening the commission in Wexford, Mr. Justice George "had nothing but unfeigned gratification to express." Mr. Justice Morris, who presided in the Crown Court at Belfast congratulated the grand jury upon the evidences of tranquillity and order which he had observed throughout the whole North-East Circuit. He expressed his gratification that, considering the immense population of the county of Antrim, there was perfect safety so far as humanly can be expected for life and property. He rejoiced in being able in the commercial capital of Ireland to use the same language of congratulation which he had used in the first term on the circuits. The satisfactory state of the calendar and the police reports proved that "there is under ordinary circumstances a feeling in favour of law and order in that part of the country, and that the people are what may be described as a law abiding people." His Lordship alluded to temporary and exceptional causes which might lead to breaches of the peace, and said he thought the effect of those causes had been very much exaggerated. He hoped these "small and trivial, temporary and exceptional causes" would cease, whether they arose from persons being too fond of giving offence to their neighbours, or from there being an over anxiety on the part of other persons to take offence. Baron Deasy made similar observations in his charge to the grand jury in the town of Carrickfergus. On all the circuits, so far as they have yet proceeded, there are favourable reports of the state of the country. In the county of Cork there are indications of a lawless spirit, which did not come under the observation of the Judges, in the number of incendiary fires, for which the grand jury passed presentments to the extent of 454l. This sum represents the value of a number of hayricks burnt and other injuries inflicted upon property.

REAL PROPERTY LAWYER AND CONVEYANCER.

NOTES OF NEW DECISIONS.

WILL—CONSTRUCTION.—By a deed landed estates at Ealing were conveyed to trustees upon trust to sell, exchange, and make partition thereof, and in case of sale to pay one-half of the purchase money to L. and the other to B., for her separate use, and until the sale to hold the rent (as to B.'s moiety) for such person or persons as B. should by deed or will appoint, and in default for her absolutely. B. by her will devised all her "landed property" at Ealing to her husband (*an alien*) for life. B. died before

a sale of the property had been effected: Held, that the property must be treated as personalty and sold, and the income arising from the proceeds of B.'s moiety paid to her husband for life: (*Sharp v. De. St. Sauveur*, 20 L. T. Rep. N. S. 799. V.C.S.)

ELEMENTARY PRECEDENTS IN CONVEYANCING. (a)

A Collection of practical Forms designed for professional Use, and suited to the Emergencies of actual Practice, with Notes.

(Continued from page 238.)

PRECEDENTS.

POWERS OF ATTORNEY.

113. Power of attorney from owner as to sale and management of a merchant vessel.

Know all men by these presents, that I, A. B., of, &c., do hereby nominate, constitute, and appoint C. D., of, &c., to be my true and lawful attorney for me, and in my name, or in his own name or otherwise, to remove the present master Y. Z., of the ship [or barque] or vessel called the [] or any seaman or officer on board the said vessel; and from time to time to appoint any other master, seamen, or officers, to the same vessel upon such terms as to my said attorney shall seem fit. And also to demand and receive of and from the present or any future master of the said vessel, or from the officers thereof, or any other person or persons whom it may concern, the certificate of registry, log-books, and other papers and documents of or relating to the said vessel; and all papers, documents, goods, chattels, and effects which now are or hereafter may become due, owing, payable, or deliverable by or from the master, officers, or crew of the said vessel or any of them. And upon receiving the same to give proper receipts therefor. And to receive from any person or persons liable to pay the same, all freight and earnings of the said vessel, and to give proper discharges for the same, and for obtaining possession of the said vessel, or, on non-payment or non-delivery of any of the premises, to commence and prosecute all such suits, actions, or legal proceedings as he or they may think expedient. And also to appear to and defend any suits or actions against the said vessel or her owner, and also to receive from any person or persons to whom the same vessel may be sold, the purchase moneys for the same, and to give proper receipts for such moneys, and generally to do all such other acts, deeds, matters, and things in and about the premises as amply as I could do if personally present. I hereby binding myself to ratify and confirm whatsoever shall be lawfully done by virtue hereof. In witness, &c.

113* Power of attorney from cestui que trust to two persons to act in respect of his share and interest under a will.

To all to whom these presents shall come, I, A. B., of, &c., send greeting. Whereas I am entitled, under the will of Y. Z., late of, &c., to a certain share and interest of and in the estate and effects of the said Y. Z., who died on or about, &c. And whereas, being about to leave England and to reside abroad for some time, I am desirous of appointing C. D. and E. F., of, &c., my attorneys, to act for me during my absence in respect of the said share and interest in manner hereinafter appearing. Now, know ye, that for divers good causes and considerations me hereunto moving, and for effectuating the said desire and purposes aforesaid, I do hereby nominate, constitute, and appoint the said C. D., and E. F., and each of them, my true and lawful attorneys and attorney from time to time, and at all times hereafter until the authority herein given shall be expressly revoked by writing under my hand indorsed on these presents for me, and in my name, place, and stead, to ask, demand, receive, and take possession of all moneys or property whatsoever which now are, or at any time or times hereafter shall or may be due, owing, payable, belonging, or coming to me from the trustees and executors, or other the representatives or representative for the time being of the said Y. Z. deceased, or from any other person or persons whomsoever, for or on account, or in respect of, my share and interest of and in the estate and effects of the said Y. Z. deceased, and whether testamentary, distributive, specific, residuary, or otherwise. And on receiving or obtaining payment, possession, or delivery thereof, or of any part thereof, to give effectual receipts, acquittances, releases, and discharges for the same. And also to commence, institute, and prosecute any actions, suits, or other proceedings, either at law or in equity, against the said trustees and executors representatives or representative, or any other person or persons, on account or in respect of the premises. And to defend any actions, suits, or other

proceedings which may be commenced against me in respect of the premises, or to compromise the same, and to call for, and demand the production of, all proper accounts, statements, and inventories of the estate and effects of the said Y. Z., deceased, from the said trustees and executors, or other person or persons aforesaid, and, if necessary, to institute proceedings for compelling the production or delivery thereof. And to state, settle, adjust, and agree to all accounts and reckonings which are now, or which shall at any time or times hereafter be subsisting or unsettled between me and the said trustees and executors, or other person or persons aforesaid. And also for me, and in my name, place, and stead, and as my act and deed, to sign, seal, make, and execute any ordinary or special release in the law to the said trustees and executors, representatives or representative, or other person or persons aforesaid for, or in respect of the trust and executorship accounts relating to the estate of the said Y. Z., deceased, or for or in respect of the acts of the said trustees and executors, or other person or persons aforesaid in relation thereto, and generally to act in the premises as fully and effectually to all intents and purposes as I the said A. B. could do if personally present and did the same. I hereby giving and granting to my said attorneys and to each of them my full and absolute power and authority in the premises, hereby ratifying, allowing, and confirming, and undertaking to ratify, allow, and confirm all and whatsoever my said attorneys or either of them shall lawfully do or cause to be done in or about the premises by virtue of these presents; and I hereby declare that the power and authority hereby given shall be and continue valid and effectual for all the purposes aforesaid, whosoever I shall happen to be, and notwithstanding that I may from time to time hereafter return to and depart from England before the said purposes and objects have been completely fulfilled. In witness, &c.

114. Power of attorney from partners to recover debt due from a foreign firm.

Know all men by these presents that we, A. B. and C. D., of, &c., trading under the style or firm of A. B. and Co., do for divers good causes and considerations us hereunto moving hereby make, constitute, and appoint Y. Z., of the firm of Y. Z. and Co., of, &c., our true and lawful attorney for us and in our names, or in the name of our said attorney as occasion may require, but for our use and benefit, to ask, demand, sue for, arrest, attach, recover, and receive of and from Messrs. M. N. and Co., of, &c., and the person or persons respectively constituting or composing the said firm, all and every debt and debts, sum and sums of money due and owing to us from or by the said Messrs. M. N. and Co., or the person or persons constituting or composing the said firm on any account whatsoever. And also all and every goods, merchandise, chattels, estate, effects, and property whatsoever belonging to us in the hands, custody, or possession of the said firm of M. N. and Co., or any of the persons constituting or composing the said firm, or any of their principals, agents, clerks, or servants. And upon receipt or possession of the said debts, money, goods, and effects, or of any dividend, composition, or satisfaction for the same, or any part thereof, for us and in our names or in the name of our said attorney to give, sign, and execute good and sufficient receipts, releases, acquittances, and discharges for the same. And on refusal to pay or deliver, or on non-payment or non-delivery of what shall appear to be justly due, payable, or belonging to us from or by the said Messrs. M. N. and Co., or the person or persons constituting or composing the said firm, or any of such person or persons respectively for us, and in our names, or in the name of our said attorney, to take, use, institute, and prosecute with effect all proper, needful, and necessary, legal, or equitable ways and means for recovering and compelling payment and delivery thereof, and also to resist and defend any actions, suits, or proceedings that may be commenced, instituted, or prosecuted against us, or against our said attorney, or any of our said property, moneys, estates, or effects. And also to compound, submit to arbitration, or otherwise agree to all or any such accounts, reckonings, and transactions. And for effecting all or any of such objects, to enter into and make and execute any deeds of composition, bonds of arbitration, or other instruments for referring such accounts, reckonings, and transactions, to the decision of any person or persons to be chosen for the purpose. And for all or any of the purposes aforesaid, an attorney or attorneys under him, the said Y. Z. from time to time to appoint, and again at pleasure to revoke such appointment, and to substitute others, as to our said attorney shall seem meet. And generally to do, transact, and manage for us in the premises as fully and effectually to all intents and purposes whatsoever, as we ourselves or either of us might do if personally present. We, the said A. B. and C. D., hereby undertaking to ratify and confirm all lawful acts and matters to be done

under the authority herein contained. (a) In witness, &c.

RECEIPTS. (b)

114*. Receipt for purchase-money of stock-in-trade and effects.

Received the day of 18, from Mr. A. B. [purchaser], the sum of £ , the full purchase-money as agreed for the several articles of household furniture, stock-in-trade, and other effects particularly specified in the inventory at foot, this day delivered by me to the said A. B., all which premises are my own property and are unincumbered. And I undertake to execute any further assurance of the premises the said A. B. may require at his expense and request.

C. D. [vendor.]

[The inventory referred to.]

115. Receipt for composition on debt and undertaking to execute release.

Received the day of 18, from Mr. A. B. [debtor], by payment of Mr. Y. Z., his solicitor, the sum of £ , being a composition of in the pound on the amount of my debt of £ against the said A. B., and in full discharge of the same(c). And I undertake, upon request, to execute to the said A. B., but at his own expense, a complete release and discharge for my said debt.

C. D. [creditor.]

116. Receipt for composition paid by trustee and undertaking by creditors to execute release.

We the undersigned, creditors of A. B., of &c. [debtor] do hereby severally acknowledge to have received from Mr. Y. Z., of, &c., the trustee acting under a deed of composition, dated, &c., the several sums of money placed opposite our respective names in the second column hereunder written being a composition of in the pound upon the amount of our respective debts against the estate of the said A. B. mentioned opposite our names in the first column hereunder written, and we severally undertake and agree to save harmless the said Y. Z. from all claims and demands for distributing the estate and paying us the said sums respectively not exceeding the sums so paid by him to us respectively, and we hereby discharge the said Y. Z. from all claims in respect of his trust under the said deed of composition.

Creditors' signatures.	First column.	Second column.
	Amount of debt.	Amount of composition.
	£ s. d.	£ s. d.

117. Receipt for dividend paid by trustees under deed of assignment to creditors.

We, the undersigned creditors of A. B., of &c. [debtor], do hereby severally acknowledge to have received from Messrs. W. X. & Y. Z., the trustees acting under a duly registered deed of assignment, dated, &c., for the benefit of creditors of the said A. B., the several sums mentioned in the second column hereunder written, being a first and final dividend [or, as the case may be] of in the pound on the amount of our respective debts against the estate of the said A. B. mentioned and set opposite our respective names in the first column hereunder written. And we hereby discharge the said W. X. and Y. Z. from all claims, accounts, and demands in respect of their trust under the same deed.

Creditors' signatures.	First column.	Second column.
	Amount of debt.	Amount of dividend.
	£ s. d.	£ s. d.

118. Receipt by mortgagee for deeds.

I hereby acknowledge that I have received from Mr. A. B., of, &c. [mortgagor] the several deeds and writings mentioned at the foot hereof, and I undertake to keep the same whole and uncancelled

(a) Powers of attorney, such as the preceding, are liable to a stamp duty of 1l. 10s., but if for use abroad the stamp (if any) will be regulated by the revenue laws of the country wherein the power is to be exercised, on the general principle that no country takes cognisance of the revenue laws of a foreign state, and see *James v. Catherwood*, 3 D. & R. 190. In practice we believe powers are frequently sent out purposely unstamped. See, however, *Bristol v. Sequeville*, 19 L. J. 289, Ex., as to possible risk resulting from such a course.

(b) A mere acknowledgment of payment, however formal, if not under seal, is not conclusive; and this, even if the parties agree between themselves that it shall be so: (*Foster v. Dauber*, 20 L. J. 385, Ex.) So that where an estoppel is desired a deed inter partes should be used.

(c) See *Norman v. Thompson*, 4 Ex. 755; *Talbot v. Smith*, 6 Bing. 339.

(unless prevented by fire or other inevitable accident), and to return the same to him, his heirs [or executors, administrators] or assigns, on payment of the principal money and interest owing to me, should no sale or transfer of the property take place in the mean-time.

Dated the day of 18
C. D. [mortgagee].

[Here insert particulars of deeds.]

119. Receipt by legatee for share of residuary estate.

Received the day of 18, from the executors of A. B., late of, &c. [testator] deceased, the sum of £, being a share of the residue of his estate, to which I am entitled as one of the of the said A. B., and I hereby discharge the said executors from all claims and demands so far as I am personally concerned in respect of their trust and executorship, and I undertake upon request to execute to them a full and complete release and discharge.

C. D. [legatee].

120. Receipt for moneys secured upon mortgage and undertaking to transfer,

Received from Messrs. A. B. & C. D., of, &c., [intended transferees] by payment of Mr. Y. Z., their attorney, £, being the full principal money (all interest having been paid) due by E. F., on mortgage, dated, &c., of property in street, to our client, Mr. G. H. [mortgagee], which sum we are duly authorised to receive on his behalf, and we deliver up the deeds to the above-named Mr. Y. Z., and undertake that the said G. H. shall, at the request and expense of the said mortgagee, transfer the said debt and premises to the said A. B. and C. D.

Dated the day of 18
M. & N. [mortgagee's solicitors].

JOINT-STOCK COMPANIES' LAW JOURNAL.

NOTES OF NEW DECISIONS.

WINDING-UP—SUIT BY LIQUIDATOR—LIABILITY OF DIRECTORS.—Suit by official liquidator of a banking company against certain living directors, and the representatives of deceased directors of the company, seeking to make them liable for the following breaches of trust:—1. That the directors had, contrary to the provisions of the deed of settlement of the company (which was established in 1836 under the provisions of the Act 7 Geo. 4, c. 46), continued to carry on business after a certain fund called "the surplus fund," and one-fourth of the capital of the company had been lost. 2. That they had paid dividends out of capital. 3. That they had also, contrary to the provisions of the deed of settlement, allowed certain of the directors unduly to overdraw their accounts. 4. That they had issued false balance-sheets, and otherwise misrepresented the affairs of the company. As to the publication of false balance-sheets, and including in them debts which were hopelessly bad, it was difficult to say where a debt was hopeless; and, besides, if any shareholder was deceived into buying shares he might have his separate remedy, but each would have a different case, and the whole body could not sue. As to the dividends, the court could not order the directors to pay dividends over again to the shareholders. As to the not stopping of the bank, it appeared that much more than one-fourth of the capital was lost in 1842, when the shareholders resolved to go on, and the directors could not, therefore, be held liable for not calling a meeting and stopping the bank immediately after the shareholders had resolved to go on. As to the loan to one of the directors, no case was made on the bill, the only statement on that subject being that the directors had improperly included that debt among the assets. If the money had been improperly advanced the directors might be charged with it in the winding-up. Bill dismissed, but without costs: (*Turgand v. Marshall*, 20 L. T. Rep. N. S. 766. L. C.)

LANDS CLAUSES ACT, s. 92—PART OF PREMISES TAKEN.—Where a railway company has been decreed to take the whole of certain premises instead of part only, the court will compel the company to take the necessary steps for ascertaining the value of the part not taken: (*Mason v. The London, Chatham, and Dover Railway*, 20 L. T. Rep. N. S. 773. V.C.J.)

WINDING-UP—SUB-AGENT—SALARY—CALLS.—An agent in a colony was appointed by a limited liability company for five years, at a salary of 750*l.* per annum, for business to be done in the colony, with commissions on remit-

tances from thence. He was to pay up at once 2*l.* per share on fifty shares of 100*l.* each, and the company agreed to place 8*l.* per share to his debit on account of calls to be made on the shares. The agent arrived in the colony in Dec. 1865. The company was ordered to be wound-up under supervision in Jan. 1868, and the services of the agent were put an end to by a power of attorney of the company, and the liquidators upon certain terms of compromise. The liquidators having, in the course of their continued employment of the agent, become indebted to him, and having entered into the compromise, were not allowed to enforce against him the payment of a call made under the winding-up without bringing the debt due to him into account. *Yelland's case*, L. Rep. 4 Eq. 350, considered and followed: (*Clarke's case*, 20 L. T. Rep. N. S. 774. V.C.J.)

POWER TO OFFICIAL LIQUIDATOR TO COMPROMISE.—A company having been formed for the construction of a railway in Portugal, the government of that country seized the property of the company and the railway while it was in course of construction, alleging that it was entitled to do so in consequence of the company not having fulfilled its engagements. The Portuguese Government subsequently entered into negotiations for a compromise, and a liquidator having been appointed under a compulsory winding-up, power was given to him by the court, under sect. 96 of the Companies Act 1862, to act without the sanction of the court, on the ground that, under the special circumstances of the case, it was desirable that the liquidator should be armed with summary powers. It was subsequently moved on behalf of certain creditors that this order should be varied so far as it conferred upon the official liquidator power to compromise claims without the sanction of the court, on the ground that such a power was beyond the terms of the Act, and also that the compromise which the liquidator was about to effect was unsatisfactory: Motion refused with costs: (*Re South-Eastern Railway*, 20 L. T. Rep. N. S. 800. V.C.M.)

MARITIME LAW

NOTES OF NEW DECISIONS.

MASTER'S WAGES—MASTER OWNER OF HALF VESSEL AND CARGO.—F. and S., both residing at Halifax, N.S., were the owners each of a moiety of the cargo and ship *Joseph Dexter*. F. (as it was alleged) mortgaged his moiety to S. The ship sailed in Nov. 1868, from that port, F. being the master thereof. After so sailing, S. assigned his own moiety and the other moiety, of which he was, as he alleged, mortgagee, to B., of Liverpool, who, on the arrival of the ship at Cork, ordered F. to take her round to Liverpool. F. declined to obey that order, on the ground that he, F., was the owner of a moiety of cargo and ship, and he denied in strong language in a letter to B. that he had mortgaged his moiety to S. The ship and cargo were arrested by order of the Admiralty Court, and sold, at a price insufficient to cover the expenses. Held, that F. was entitled to his wages as master earned on board the ship, even though he were part owner thereof, and that the owner of the other moiety must pay him a moiety of such wages. Held, also, that the conduct of F., and the strong language used by him towards B., if even B. were the owner of the entire of the ship and cargo, were not such as to cause F. to forfeit his wages under the circumstances: (*The Joseph Dexter*, 20 L. T. Rep. N. S. 820, Adm. (Ireland).)

RECENT AMERICAN DECISIONS.

FREIGHT.—The abandonment of goods sunk *in transitu* to underwriters, and a receipt of the sum insured as for a total loss, followed by the underwriters taking possession of the goods, the carriers being ready and willing to complete the transportation, may be found by the jury to be an acceptance of the goods by the owner at the place of loss, entitling the carriers to freight *pro rata*: (*McKibbin v. Peck*, 39 N. Y. 262.)

GENERAL AVERAGE.—A vessel fell in with a ship in a sinking condition. To save the lives of the ship's passengers and crew, the master of the vessel consented to receive them; but as it was necessary to throw overboard part of his cargo to make room for them, he began to do so before any of them came on board, and continued it while they were coming on board until room enough was made. The owner of the

vessel sued the insurers for a contribution to general average for the above jettison: Held, that he could not recover (*Chapman and Foster, JJ., dissenting*): (*Dabney v. New England Mutual Ins. Co.*, 14 All. 300.)

INSURANCE.—Denial of all liability on a policy on the ground that the loss was not from a peril insured against, is a waiver of proof of loss required in the policy, as also of an allowance therein to the insurers of sixty days in which to pay. A steamer insured against loss by fire was run into by another vessel, which caused her to fill with water, which forced the fire from her furnaces and the fire burned so much of the wood-work that she sank, which she would not have done but for the fire. Held, that the insurers were liable for the loss, except the immediate results of the collision. (U. S. Circuit Court); (*Norwich & N. Y. T. Co. v. Western Mass. Ins. Co.*, 34 Conn. 561.)

Furniture was insured "free of particular average" (which was taken to mean "against total loss only"). During the voyage the vessel was wrecked and condemned, and said goods were transhipped, parts of sets into one vessel, and parts into another. One of the said vessels was lost with its cargo, the other arrived safely. Held, that the insurers were liable for the goods lost: (*Pierce v. Columbian Ins. Co.* 14 All. 320.)

LAW STUDENTS' JOURNAL.

JULY EXAMINATION

On the Subjects of the Lectures and Classes of the Readers of the Inns of Court, held at Lincoln's-inn Hall, on the 1st, 2nd, and 3rd July 1869.

The Council of Legal Education have awarded the following exhibitions to the under-mentioned students, of the value of thirty guineas each, to endure for two years.

Constitutional Law and Legal History.—Thomas Prout Webb, Esq., Student of Lincoln's-inn.

Jurisprudence, Civil and International Law.—Archibald Brown, Esq., student of the Middle Temple.

Equity.—Charles Henry Turner, Esq., student of Lincoln's-inn.

The Common Law.—Henry Hodgson Bremner, Esq., student of the Inner Temple.

The Law of Real Property, &c.—Charles Henry Turner, Esq., student of Lincoln's-inn.

The Council of Legal Education have also awarded the following exhibitions, of the value of twenty guineas each, to endure for two years, but to merge on the acquisition of a superior exhibition:

Equity.—Henry Charles Deane, Esq., student of Lincoln's-inn.

The Common Law.—George Welby King, Esq., student of Gray's-inn.

The Law of Real Property, &c.—Henry Charles Deane, Esq., student of Lincoln's-inn.

By Order of the Council,

(Signed) EDWARD RYAN,
Chairman *pro tem.*

Council Chamber, Lincoln's-inn, 15th July 1869.

COUNTY COURTS.

NOTES OF NEW DECISIONS.

COSTS—ACTION OF TORT—SLANDER.—Sect. 5 of the County Court Act 1867 (30 & 31 Vict. c. 142), which provides "that the plaintiff in an action of tort who recovers a sum not exceeding ten pounds shall not be entitled to any costs of suit, unless the judge certify on the record that there was sufficient reason for bringing the action in the Superior Court, or unless the court or a judge at chambers shall, by rule or order, allow such costs," applies to all actions of tort, whether they are such as can be commenced in a County Court or not: (*Sampson v. Mackay*, 20 L. T. Rep. N. S. 807. Q. B.)

TOWCESTER COUNTY COURT.

Monday July 5.

(Before FRANCIS McTAGGART, Esq., Judge.)

AYRES v. ARNOLD.

Executor—Liability for funeral expenses.

This was a case heard at the last court, on which His Honour reserved judgment.

His Honour now delivered judgment as follows:—In this case the plaintiff had been housekeeper to Joseph Arnold. He made his will, dated 7th May, 1869, appointing one Joseph Gaybell executor, and leaving all his property to the plaintiff. The will was not executed in the presence of witnesses, as required by 1 Vict., c. 26; but was sent, after execution, to two persons residing at a distance from the testator, who then attested the will. The result of this strange irregularity was, of course,

that, in law, there was no will and no executor; so that any person intermeddling with the effects would be an executor *de son tort*, and not a mere trespasser. The plaintiff, upon the death of the testator, gave orders for the funeral, which orders were carried out. The testator's son afterwards, learning that the will was invalid, took possession of and intermeddled with the testator's effects, to an extent which I held made him an executor *de son tort*. The plaintiff then sued him for wages which she alleged were owing to her from the testator at the time of his death, and for the funeral expenses in question, for which the undertaker has recovered judgment against her in this court, although nothing has yet been paid under the judgment. I was of opinion, at the trial, that her claim for the wages failed; not (as was erroneously reported) on the ground that she would not have had a right of action against the defendant if she could have proved her claim, but on the ground that she had not succeeded in proving it. The funeral expenses were proved to have been incurred; and the liability of the defendant for them (which would be the same as that of a rightful executor) depends upon one or two points which it may be worth while to notice. The doctrine, which must now be held to be established, that an executor who gives no orders for the funeral of the testator, and who has assets sufficient for that purpose, is liable (personally—See *Corner v. Sheu*, 3 M. & W., 350) to anyone who, even without the executor's knowledge, furnishes the funeral, up to an amount suitable to the testator's degree and circumstances, is a doctrine which it is certainly difficult to reconcile with the principles of the common law. In fact, the earliest dictum upon the point—that of Lord Holt, *Ashton v. Sherman* (Holt 309) is directly the other way. "If A. employs B. to work for C., without warrant from C., A. is liable to pay for it; an executor is not liable to pay for funeral expenses unless he contracts for them." But in more recent cases the Courts of Common Law have held that an implied contract on the part of the executor to pay for funeral expenses incurred under these circumstances arises from the obligation imposed upon him by law with reference to his character and the estate of the deceased. In *Rogers v. Price* (3 Y. & J. 28), the judgment was put mainly on that ground; though it was also put by Vaughan B. (as by Lord Ellenborough in the previous *Nisi Prius* case of *Tugwell v. Heyman*, 3 Campb. 298) on the ground of necessity. It has been held, similarly, that a husband is liable for the expenses incurred in burying his wife, during his absence, by a third party; (*Jenkins v. Tucker* 1 H. Bl. 90; *Ambrose v. Kerrison*, 10 C. B. 776.) But these decisions, like the decision that a husband who wrongfully turns away his wife without giving her a sufficient allowance, is liable to a person who supplies her with necessaries, seem to be based rather on considerations of equity and necessity (notwithstanding Lord Mansfield's observations upon the last of these doctrines, in *Ozard v. Darnford*, 1 Selw. N.P.), than on any clear principle of law. It is difficult to see how any implied authority or promise to pay to a third party arises from the mere neglect of the obligation of the executor towards his testator, or of the husband towards his wife. The obligation of each is one for the non-performance of which he may be visited in some shape or other by the law; but, as was urged by the late Mr. Justice Maule (then at the bar), in his very able argument in *Rogers v. Price*, it does not follow that the neglect of even a legal duty makes the person neglecting it liable, on an implied promise, to reimburse a third party who gratuitously intervenes and performs that duty for him. Reliance was placed by the court, in giving judgment in *Rogers v. Price*, upon the case of *Simmons v. Willmott*, 3 Esp. 91, in which parish officers were held liable for the expenses incurred by a private person, not a parishioner, in taking care of a casual pauper for whom the officers were bound to provide. But, in the first place, it is doubtful whether the duty of an executor to bury the testator, though no doubt an urgent duty, is not rather in the nature of a trust than of a positive legal obligation like the obligation of parish officers, and, secondly, whether even the doctrine that a positive legal obligation renders the party bound liable, on an implied promise, to those who voluntarily, and not by compulsion of law, undertake that to which he is legally compellable, is not against the rules of law with respect to implied promises, which are fully laid down in the notes to *Lampleigh v. Braithwaite*, 1 Sm. L. C. 118. Take the case of a railway company, bound by statute to maintain sufficient fences along their railway. Could it be contended that their neglect to keep the fences in repair would raise an implied promise on their part to pay for the expenses voluntarily incurred by some one else, not even damaged by the neglect, in repairing them? However, the doctrine that an executor is liable under these circumstances is one which, though it has been much questioned (especially by the Court of Exchequer, in *Corner v. Sheu*), has never been expressly overruled, and must be held to be law; and my remarks have not been made with a view

of questioning the equity and expediency of the doctrine, but only for the purpose of showing what is its nature and probable origin, and that, though it is now a rule of law, it cannot be said to rest upon a strictly legal foundation. An objection was made by the court in *Brice v. Wilson*, 3 Nev. & M. 512, which is material to the present case, namely, that "there is no case which goes the length of deciding that if the funeral be ordered by another person, to whom credit is given, the executor is liable." But in the subsequent case of *Green v. Salmon*, 8 A. and E. 348, Patterson J. says, "The judgment" in *Brice v. Wilson* "probably means that the executor, when credit has been given to another, is not liable to the undertaker. If it lays down more, the law stated is extrajudicial." And that is the view taken in *Williams on Executors* (part 4, book 2, chap. 2), namely, that if the person to whom credit is given pays the undertaker, such person may have an action against the executor for reasonable expenses. Now in the present case it was admitted that the funeral had been supplied on the credit of the plaintiff; and the question therefore is, whether she is in a position to sue the defendant for money paid to his use at his (implied) request. I consider that she is not entitled to do so until she has actually paid the money due from her under the judgment obtained against her in respect of the expenses in question. Her mere liability to pay them is not sufficient to give her a right to sue; she has, therefore, brought her action prematurely and I must direct a nonsuit, unless the parties come to some arrangement.

SWANSEA COUNTY COURT.—But few men have worked with greater assiduity in the discharge of their public official duties and given greater satisfaction to all with whom they have come in contact, than Mr. John Jones, the deputy-registrar of the Swansea County Court. Almost from the establishment of the court has Mr. Jones been in connection therewith in some form or other, whilst for the past thirteen years he has discharged with singular aptitude and ability the onerous duties of his present post. Under his personal superintendence the whole of the office-work of the large and rapidly increasing business of the court has been conducted in the most satisfactory manner. One would have thought that this efficient and zealous discharge of duty in so important a public office would have received some corresponding mark of recognition and appreciation. But it is not so. On the 1st of October next, Mr. Jones will be superseded in his office—removed after a servitude of thirteen years to make room for a son of the present chief registrar. Mr. Jones does not resign his office, as the *Western Mail* informs its readers. The fact is as we have stated. Mr. Jones has no option—the registrar exercising the legal right vested in him, uses that right in the displacement of Mr. Jones to make room for his own son. We have not one word to say in disparagement of the young gentleman about to be appointed in Mr. Jones's place—possibly he will discharge the onerous duties of the office with satisfaction; but we cannot help remarking that the manner in which Mr. Jones, an able and valuable official, is treated after so many years of hard and honest work is not that which will meet with public approval. We can only add that we feel confident that all who have any connection with the County Court will deeply regret the severance about to be made. —*The Cambrian*.

BANKRUPTCY LAW.

LIVERPOOL BANKRUPTCY COURT.

Tuesday, July 6.

Re WILLIAM ROE DUNSTAN.

Bankruptcy Act 1861, sect. 168.

Jurisdiction of court to reopen the question of the allowance of an order of discharge:

Held, where discharge is granted with certain conditions annexed, the court has no power to modify or vary the same.

An application involving the moot question of the power of the court to alter the conditions attached to an order of discharge was heard, and argued by *Evans* and *Christopher Cheshire*, solicitors, a few days since, and judgment reserved till this day.

HIS HONOUR now said: An order of discharge was granted by this court on March 7, 1864, to William Roe Dunstan, attorney-at-law, and coroner for the southern division of the county of Chester, subject to the condition that he should pay from his income as coroner an annual sum of 60*l.* towards the liquidation of all debts owing at the time of his adjudication, on the ground that at the time when he contracted certain debts he had no reasonable or probable ground of expectation of being able to pay the same. An application, supported by affidavit, had been made on behalf of Mr. Dunstan for an alteration in the terms of the order of discharge, inasmuch as the net income anticipated when the order was granted has not

come up to the expected amount. The first question which arises in this case is, whether the court has power to rehear the order of discharge. That question depends on the construction of sect. 168 of the Bankruptcy Act 1861, which enacts that "The order of discharge, whether suspended or not, shall not be revived by the court unless the court see good cause to believe that the order was obtained on false evidence, or by reason of the suppression of evidence or otherwise fraudulently." In the course of the argument I was referred by Mr. Evans to many decisions demonstrating the power which the Courts of Chancery and Bankruptcy possess to rehear their own orders, as well as to the following cases bearing more immediately on the 168th section, viz., *Ex parte Whitaker*, 1 De Gex, M. & G. 459; *Ex parte Atherton*, 3 C. B. 142; and *Ex parte Green*, 13 L. T. Rep. N.S. 414. It appears to me that the cases in the former class are inapplicable to the present question, as I am of opinion that the jurisdiction of this court is limited by sect. 168, Bankruptcy Act 1861. *Ex parte Whitaker* is an authority in favour of this contention on the construction of the analogous sect. 207 of the Bankruptcy Act 1849, and the decision of Mr. Commissioner Holroyd in *Ex parte Green*, expressly determines the point, that the Court of Bankruptcy has no power to vary a condition once annexed to an order of discharge under Bankruptcy Act 1861. In *Ex parte Atherton*, Lord Cairns, L.J., decided that the Court of Bankruptcy had power to review an order refusing discharge of a bankrupt, because the provisions of sect. 168 were limited to a case where the order of discharge had been already obtained, and "it was material that the Legislature should provide that in the absence of fraud an order of discharge should not be open to revocation, so that innocent persons who had dealt on the faith of it should not be placed in peril." There is no pretence for an allegation of fraud or suppression here, and it is impossible to contend that the conditions which are statutorily attached to an order of discharge, are not a constituent part of such order, but, on the contrary, independent terms, to be connected, or disconnected, according to the exigencies of argument. If that be so, the words of this section, which are not confined to a reversal, but to a review of the order, strengthened as they are by authorities all confirming this construction, preclude me from entertaining the application to alter the conditions of this order of discharge. I regret that I am obliged to arrive at this conclusion, for in many cases, as in this, circumstances may incidentally arise before the performance of the conditions which may render the alteration of the terms advisable, not only as regards the bankrupt, but as respects the interests of the general body of creditors.

Thursday, July 15.

(Before Mr. Commissioner THERING.)

Re JOSEPH BEST.

The B.A. 1849—Application for release under sect. 112—Discretion of the court as to ordering release.

A bankrupt, who, being in pecuniary difficulties, leaves the town where he had carried on business, and proceeds to London, and there plays hide and seek with his creditors, cannot be considered a person likely to assist them if released: (Ex parte Stuart, re Waugh, 9 L. T. Rep. followed.)

This was an application for release.

The bankrupt, a prisoner for debt in Whitecross-street Prison, was not present, but the circumstances of his application are fully detailed in the judgment of the learned commissioner.

Etty appeared for the assignees and a detaining creditor.

Norden, for the bankrupt.

HIS HONOUR who had on the previous day heard the arguments, delivered judgment this morning as follows:—An application has been made to this court for the release of the bankrupt from Whitecross Prison. He was arrested on the 3rd May 1869, and adjudicated bankrupt on 7th May on his own petition. He then made an application for his release before the choice of assignees, but, being opposed, was remitted to custody, according to the ordinary practice in such cases. After the choice of assignees he renewed his application on the 14th June; affidavits were filed by several creditors in opposition, and an affidavit in reply was filed by the bankrupt; the case was fully heard by Mr. Commissioner Bacon, and the application for release dismissed. The circumstances which have led to the present position of the bankrupt are these:—In 1868 the bankrupt resided in a house at Oxtou, together with a Mr. Roderick Campbell, who, according to the statement of the bankrupt, assisted him in his practice at Liverpool, where he carried on a large business as an attorney, especially in the Court of Bankruptcy, and occupied offices at 55, South Castle-street, as tenant to Mr. Macfie, the creditors' assignee, who carried on business himself on the ground-floor of the same building. About the middle of January

in the present year, the bankrupt, who was then considerably embarrassed and pressed by his creditors, as appears from the evidence before me, as well as his own admission, departed from his house at Oton for London, under circumstances to which I shall presently allude. About the same time Mr. Campbell packed up the bankrupt's books and papers at the office in Liverpool, and took his departure with them, and has not been seen since either at Oton or Liverpool. The house at Oton was closed, the furniture removed by the Great Western Railway, and subsequently discovered in a warehouse belonging to that company at Paddington, deposited in the name of Mr. Roderick Campbell. A boy was left in the office, who stated, in answer to inquiries, that he could not tell where Mr. Best was, but that letters would be forwarded through Mr. Martin Browne, an attorney, of this town. We next find Mr. Best in London, where he resided, according to his own account, in three different sets of lodgings, with the exception of a short time when he was at Southampton. Although some correspondence took place between two of his creditors and himself, yet he did not divulge his real address on any occasion, but either called at a hotel for his letters or received them through his London agents, Messrs. Doyle and Edwards. Mr. Macfie who was subsequently chosen creditors' assignee, went up to London for the purpose of discovering the bankrupt, but was unable to do so. So far he eluded his creditors, but at length his own agents, Messrs. Doyle and Edwards, arrested him. He came up before the court in London, where his application for release was dismissed, and the proceedings were, by order of Mr. Commissioner Bacon transferred to this court. Mr. Nordon, who has argued in support of his client with great energy and ability, has very properly drawn my attention to the authorities which show that the Court of Bankruptcy will, in the exercise of the discretion given to it by sect. 112, Bankruptcy Act 1849, ordinarily release a bankrupt, unless he be found to have done certain things which expressly disentitle him to his discharge. It is contended by Mr. Ely, on the other hand, not only that the conduct of the bankrupt has been such as to disentitle him to release, inasmuch as the evidence leads to the inevitable conclusion that he would, if released, elude his creditors, abscond, and not attend the sittings of the court, but Mr. Commissioner Bacon, has already determined the question, and that no new facts have arisen since which should induce this court to come to a different conclusion. It may well be that the removal of the proceedings to this court alone might render it desirable that the bankrupt should be released in the interest of his Liverpool creditors, besides which it is alleged by the bankrupt, in an affidavit filed since the dismissal of the former application, that it will be impossible for him to prepare the accounts ordered by the court whilst he is in custody. The primary object of a bankrupt's discharge from prison is to enable him to assist the assignees in discovering and getting in the estate, but I am at the same time not unmindful that the law of England is ever jealous of the liberty of the subject. I shall confine myself in considering this application as much as possible to those points which have not been brought under the notice of Mr. Commissioner Bacon, as I should not for a moment think of reviewing any decision of so experienced and distinguished a judge. The Lord Chancellor (Westbury) has most distinctly laid it down in *Ex parte Stuart, re Waugh*, 31 L.J. 6, Bank., that "The commissioner is authorised to exercise the power of ordering the release of the bankrupt only for the benefit of the creditors under the bankruptcy. If he is perfectly satisfied that it will conduce to the benefit of the creditors the power may be exercised." Now, let us look at the circumstances under which the bankrupt left Liverpool, and what he has since done to advance the interests of his creditors. The bankrupt alleges that he left this town solely with the intention of continuing practice either in London or the South of England, that this departure was no secret, that he was not pressed by his creditors, had ample means to pay his debts, bills of costs due to him to the amount of nearly 1000*l.*, and that at the time of his departure he deputed Messrs. Martin Browne and Roderick Campbell to make certain arrangements for him. On this it must be remarked that it is somewhat singular that a professional man should leave a large practice in Liverpool with the view of founding a new business without any connection elsewhere, and the allegations of the bankrupt are entirely unsupported by any affidavit from Messrs. Browne and Campbell, or any former clerk, or any other person whatever; whilst his release is opposed by the creditors' assignee, and several other creditors, to all of whom the bankrupt ascribes vindictive motives. But there are certain suggestive facts, apart from the statement of the bankrupt and the opinions of the creditors, from which the motives and intentions of the bankrupt may be strongly inferred. Early in January there were writs and

judgments out against him, and within a fortnight of his departure he obtained silver plate from Messrs. Elkington to the amount of 105*l.*, and jewellery from a Mr. Wood to the amount of 48*l.*, on credit, as well as the very portmanteau to carry off his wearing apparel, which was sold for cash on delivery, yet the bankrupt denied himself to the shopwoman who called for the money, and when she went again to his house a few days afterwards he was gone. His furniture was at the same time removed and warehoused in the name of Mr. Roderick Campbell, at Paddington station. Has any of this property been given up? The hiding place of the furniture was detected by Mr. Macfie and sold under his execution. The bankrupt on his arrest declared that he had no papers or property of any kind, except his wearing apparel, though he subsequently stated that the plate obtained from Messrs. Elkington was temporarily deposited to enable him to obtain money to pay off an execution; yet he has given no name, or clue to the place of deposit. What was his course of conduct when he reached London? Why, he was lurking about without any fixed residence, playing hide-and-seek with his creditors, never allowing his real address to be known, and carrying on all communications through third parties, and this too for several months, until he is at last arrested in May. Does such a course afford any guarantee to the creditors that he will, if released, attend the sittings of the court and give them the benefit of his assistance? In his last affidavit the bankrupt insists that he cannot prepare his accounts in prison, because all his papers have been removed by Mr. Roderick Campbell, and are still in his custody and control, without the will and consent of the bankrupt; yet he believes that if released he could obtain these papers. Now, there is no presumption to be inferred more clearly from all the circumstances of the case independently of the admissions of the bankrupt, than that Mr. Roderick Campbell was his intimate friend and confidential agent, and has throughout acted in concert with him. Mr. Campbell assisted in his practice, Mr. Campbell was expressly instructed by the bankrupt to arrange all matters connected with his office, Mr. Campbell leaves Liverpool shortly after the bankrupt, the furniture is deposited in the name of Mr. Campbell; but Mr. Campbell is not forthcoming now, and, though the bankrupt knows that his papers are still in the custody or control of Mr. Campbell, yet he has never furnished the assignee with the address of Mr. Campbell, or given him the opportunity of endeavouring to recover the documents so necessary to the bankrupt that he states that it will be impossible for him to prepare his accounts or comply with the orders of the court without access to them. I have gone most carefully through the voluminous papers which have been filed in this case, in order to ascertain whether there were any new facts or change of circumstances sufficient to sanction a course different from that directed by Mr. Commissioner Bacon when the bankrupt was before him; but I am unable to find anything in the history of this bankruptcy, or in the conduct of the bankrupt throughout—when I look at his uniform practice of concealment, his enforced departure from Liverpool, and his fugitive life in London—which can lead me to the conclusion that he has, if released, any real intention to promote the interests of his creditors. He has not given up his books, though they are in the custody of his agent; he has not given up his plate, although it is deposited in some place known to him but undisclosed to his assignee. He has hitherto attempted to elude, never to meet, his creditors. Under these circumstances no material benefit can be expected by the creditors from his release. I must also bear in mind that many creditors have opposed whilst none have supported the prisoner's application, and I cannot but think that the creditors were fully justified in resolving at their first meeting to oppose the release of the bankrupt, unless he should find sufficient bail to ensure his due attendance at the sittings of the court. The application will therefore be refused. I have considered the question of bail in reference to the statements of the bankrupt's debts and liabilities, and shall be ready to grant his release on his entering into recognisances to the amount of £400 to attend all the sittings of the court in the bankruptcy, and finding two sufficient sureties, who shall each be bound over to the amount of £200 as security for such attendance as aforesaid.

COURT OF BANKRUPTCY AND INSOLVENCY (IRELAND).

(Before MILLER, J.)

June 18, 1869.

Re THOMAS BYRNE (an insolvent). (a)

Right of a surety to oppose the insolvent's discharge—Large interest charged on discounting bills.

(a) From the Irish Law Times.

Where 25 per cent is charged upon money advanced on bills, the court will not deal with the case as that of an ordinary trade creditor.

Where a person, with others, is joined as security with the insolvent to a third party, for the debt of that third party, such person is not a creditor and will not be allowed to oppose.

Byrne was a dairyman, and his discharge was opposed by Keatinge Clay, solicitor, on the part of a Mr. Sullivan and of a person named Phillips, on the ground of having made away with property, and of having entered into collusion with his father-in-law, M'Guirk, and the son of M'Guirk, for the purpose of defrauding his creditors.

Kernan, Q.C., appeared for the insolvent, and contended that Phillips was not a creditor at all, and of course had no right to oppose.

MILLER, J., in delivering judgment, said that Phillips, the person seeking to oppose the discharge of the insolvent, had joined in a bill of exchange along with the M'Guirks, the father-in-law and the brother-in-law of the insolvent, to a person named Sullivan, for the sole accommodation of M'Guirk, who received the entire proceeds of the bill. Shortly afterwards, and while that bill of exchange was current, M'Guirk assigned, or purported to assign, his cows and all his other property to his son-in-law the insolvent. But it appeared that a man named King, who was a relative of M'Guirk's, so far overreached that assignment as to recoup himself for a claim he had against M'Guirk the elder, by a seizure and sale of some of his cows, which had belonged to M'Guirk the elder; and it further appeared that the insolvent very soon afterwards not only sold the remainder of the cows that belonged to his father-in-law, but also converted his whole property into cash, and applied that cash in payment of the debts of his own, and some of those for which his father-in-law, with the insolvent, were liable; excluding, however, the bill upon which the insolvent and his father-in-law were liable to Sullivan. The insolvent had been arrested under a fiat at the suit of Sullivan, as the holder of the bill having on it the names of Phillips, of the insolvent, and of the two M'Guirks, and an opposition had been entered on the part of Sullivan and of Phillips in respect of that bill. Now, it is not to be lost sight of that I am sitting in a criminal court administering a very penal code. Sullivan, who is a pawnbroker, has very frankly admitted that the rate of interest which he charges is 25 per cent., but that in taking the bill in question, which was a renewal of other bills, he struck off several pounds which he would be entitled to charge on all the transactions. I do not mean to say one word in disparagement of those gentlemen who are authorised by law to make those charges (and the law now permits a man to take any interest he can get); but I am entitled to conclude that where a party charges interest at the rate of 25 per cent., and requires two or more names on his security, he is prepared for events such as have happened in the present case; therefore an opposition coming from such parties cannot meet with the same favour as ordinary creditors should receive. And when I see no reason to question the application of the property by the insolvent in discharge of his liabilities, as stated in his schedule, and that no debt was actually due to Sullivan at the time the insolvent disposed of his property, I see no ground for remanding him at the suit of Sullivan. As regards the opposition of Phillips, the impression produced on my mind by the evidence, and in particular by the evidence of M'Guirk, the younger, was that Phillips was entitled to protection against these dealings by the insolvent with his father-in-law and brother-in-law, if it were in the power of the court to extend it to him. But the difficulty which I felt was whether Phillips was, in respect of his liability jointly with the insolvent for the debt of M'Guirk to a third party, a creditor under the meaning of the Act of Parliament entitled to oppose. Under the 207th section of the Irish Bankrupt and Insolvent Act, the persons declared entitled to oppose the discharge of the insolvent are his creditors. Then, is Phillips a creditor of the insolvent at present? I think not. The 212th section gives the court power "to discharge the insolvent as to the several debts or sums of money due, or claimed to be due, at the time of filing the petition, from the insolvent to the several persons named in his schedule as creditors, or claiming to be creditors, for the sums respectively for which they are returned, or for which such persons shall have given credit to such insolvent before the time of filing his petition, and which were not then payable, and to future claims of every surety or bail for such insolvent named in his or her schedule as a contingent creditor, and as to the claims of all other persons not known to the insolvent at the time of such adjudication, and who may be indorsees and holders of any negotiable security set forth in his schedule." Phillips, who was joined with the insolvent to a third party for the debt of that third party, and who had not paid that debt, could not be said to be a creditor of the

insolvent under the 212th section. The 253rd section provided that sureties and persons liable for the debts of the insolvent may prove after having paid such debts. Then, under that section, I think, Phillips is not a creditor, and, if he is not a creditor, he cannot be allowed to oppose. A case has been supplied to me by the Chief Clerk in Insolvency, *Re Cann*, reported in 1 Bankruptcy and Insolvency Reports, 217, in which, under the Protection Act in England, Mr. Commissioner Murphy held that where he found three or four persons returned as sureties on a bill of exchange, the creditor alone who was holder of the bill had the legal right of action in respect to the debt; he alone was entitled to oppose. Looking at that decision, his Lordship said, that although he felt that Phillips had not been fairly dealt with, he did not think that under the circumstances he could remand the insolvent at his suit.

The insolvent was discharged.

ECCLESIASTICAL LAW.

NOTES OF NEW DECISIONS.

PRIVATE CHAPEL, FORMING PART OF PARISH CHURCH.—REPAIRS.—The freehold of a lesser chapel or private chapel annexed to, and apparently forming part of, a parish church, may be in a private person. It is not necessarily annexed to the possession of a messuage or manor house, but may form the subject of conveyance separately from other property, like any other freehold land. In an action by a person claiming the freehold of inheritance in a private chapel, apparently forming part of the parish church, against the vicar for trespass in breaking the lock of such chapel: Held, that the facts that plaintiff's predecessors in title had always repaired the chapel, that their tenants had always occupied the sittings within it, and that they had always had a lock upon the door of it, were sufficient evidence to show that the freehold in the soil of the chapel belonged to the plaintiff, and that the action was, therefore, maintainable: *Chapman v. Jones*, 20 L. T. Rep. N. S. 811. Ex.)

COURT OF ARCHES.

(Before the Right Hon. Sir R. PHILLIMORE.)

EDNEY AND ANOTHER v. SMALLBONES.

Novel church rate case.

This was a suit to enforce payment of a church rate to repair and enlarge the church of Whitechurch, Hampshire, in the diocese of Winchester. The promoters were the churchwardens, and the defendant one of the parishioners, who objected to pay the rate. The present application was on the part of the defendant for the production of documents in the possession of the churchwardens.

Dr. Stobey said the case was a peculiar one. The rate was for the repairs of the church, and the objection was that it had been applied to repair the chancel as well, and therefore could not be enforced, as the holder of the rentcharge had not been assessed. He asked for a monition to issue for the documents to be produced.

Dr. Tristram, for the churchwardens, opposed a monition. The documents would be produced for inspection.

His LORDSHIP made an order for the production and inspection of the documents, and expressed his intention to hear the case before the vacation. *Order accordingly.*

CORRESPONDENCE OF THE PROFESSION.

[NOTE.—This department of the LAW TIMES being open to free discussion on all professional topics, the Editor is not responsible for any opinions or statements contained in it.]

MR. LOCKE KING'S REAL ESTATE INTES- TACY ACT.—It has often struck me that the most benevolent legislators incur failure and disappointment from insufficient knowledge of remote consequences of their reforms—the power of things which, in Yorkshire phrase, belong to all things. As a constituent of Mr. Locke King may I, through your columns, point out one feature of the working of another piece of his legislation, with the policy of which I find no fault. The only moral I would point out is, that if small holdings are to wax fine by degrees and beautifully less, a small proprietor had better throw his all into the Treasury than incur the vexation, mortification, puzzlement, and madness which must attend the working out of his quota of succession duty. Note the real complication of the present case, which results from dispositions not inconsistent with primogeniture. Two devisees hold some houses and land in common; each creates a mortgage, and each subdivides his moiety, one moiety of the original moiety being divided among nine children, some of whom are private soldiers serving in the colonies. Three

houses forming part of the estate, the tenants in common not unnaturally assumed that each held his own dwelling house in severalty; consequently, the will of each contemplated that state of things; and, indeed, in one case succession duty was paid accordingly. Now, inasmuch as the tenants in common were related, and had a common interest in their family, you may fancy what trouble attended the preparation and rendering of the succession-duty accounts, the rather as the only chance of effecting a sale of the scattered fractions arose during the continuance of two successive life interests; the duty on these had to be anticipated. Imagine, Mr. Editor, the future leader of the Conservative party replying to the taunt, "Where are the freeholders of Bucks?" by saying that "much learning had made them mad. Decimal fractions on the brain had proved too much for the Mercian franklins."

EAST SURREY.

THE FINAL EXAMINATION.—Can you or any of your correspondents suggest any book to read for the final examination on Chancery practice? I am aware that Aylkbourne and Kimber's Suits in Equity are usually recommended, but I am under the impression that there is some better book published than either of the above. **ARTICULUS.** [Snell's Principles of Equity is a most useful work; Smith's Equity and Haynes's Outlines are also read for this examination.—ED.]

"THE WINE AND BEERHOUSE ACT 1869."—I shall be glad of the opinion of your correspondents (or that of counsel, if such is by and by taken by any of them) whether the 15th section of this Act makes the keeper of the house liable to the penalty of 40s. who suffers travellers or lodgers to drink beer or cider in the house at any time during which it ought by law to be closed. And whether the 16th section, which exempts servants or inmates of such a house, and the other houses referred to in the section, includes "travellers" under the term "inmates" or not.

A CLERK TO MAGISTRATES.

NOTES AND QUERIES ON POINTS OF PRACTICE.

[N.B.—None are inserted unless the name and address of the writers are sent, not necessarily for publication, but as a guarantee for bona fides.]

QUERIES.

58. WILL.—PERPETUITY.—A. devised a copyhold estate to his niece B., a spinster, for life. After her decease unto each and every the lawful sons and daughters of B. for life, severally and successively in order and course as they should be in seniority of age and priority of birth; and from and after the decease of all and every the said children or issue of the said B., the testator devised the said estate unto his godchild C., the daughter of his nephew D., and her children or issue, severally and successively in like manner in every respect as is thereinbefore limited and expressed concerning the devise to the said B. and her children or issue as aforesaid; and from and after the decease of all and every the said children or issue of the said C., the testator devised the said estate unto the said D., his heirs and assigns for ever. The testator died in 1823, leaving his niece B., his godchild C., and his nephew D., him surviving. B. afterwards married, and died eight years ago without having had any children. The nephew D. died in 1830, leaving C., his only child and heiress-at-law him surviving. On the death of B. C. entered into possession, and has ever since received the rents of the estate, but has not yet been admitted; she is married, and has a large family. Now, as the testator does not devise the estate over to C. until after the decease of all and every the said children or issue of B., the first question that arises is whether he intended the estate to go to the issue of the child or children of B., which would be illegal; the giving estates for life to unborn children and the issue of such children tending to a perpetuity. The particular intention thus falling, the next question is, whether the rule will apply which gives such a construction to the will, as will nearest approach to the general intention of the testator, by enlarging the estate for life in the first taker to an estate tail, which would preserve it in the line of such first taker so long as there was issue. But the first taker, B., having died without children or issue, and without having barred the estate tail (if such it was), would it revert to the donor, the testator, and go under his will to the heir of the nephew D., who is C., who would thus become possessed of the fee? On the other hand, if the word "issue" is merely intended as a synonym for children, or sons or daughters, then the life estates would be legal, and C. will hold for life, and her children will take life estates in succession after her death. It should be stated that the testator gave the residue of his real estate to his nephew D. in fee, so that if there was any estate not specifically disposed of, it would now vest in his heiress, C. Will any of your correspondents say what estate C. now takes in the property devised to B. for life? (Stuart v. Cockerell, 20 L. T. Rep. N. S. 513.)

57. FACULTY.—Whether before a clock is erected in the tower of a church a faculty is required; and if answered in the affirmative, then, supposing the work be commenced without first obtaining such faculty, what steps can be taken, and by whom and against whom should those proceedings be instituted? **CANTAB.**

59. INDUSTRIAL AND PROVIDENT SOCIETIES ACT 1862.—Can any of your readers inform me whether a convey-

ance of premises to an Industrial and Provident Society duly registered under the above Act requires a stamp, or is not same exempt by virtue of the 15th section of such Act, and the 16th and 37th sections of the Friendly Societies Act 1855? The 18th section of the latter Act mentions the Industrial and Provident Societies Act 1852, but this Act was repealed by the Act of 1862, and no saving clause enacted.—**ALPHA.**

59. LENDING A HORSE.—LICENSE.—Will the owner of a horse, being without a license to let, subject himself to a penalty (1) by lending him habitually to his neighbours without any recompense; (2) by so lending him, and receiving similar loans in return, as is customary with farmers; (3) by lending him occasionally or frequently to one neighbour only, and receiving (a) one after many loans, or (b) on each occasion a gratuity, without any previous promise or agreement; (4) by letting him occasionally or frequently to one neighbour only at a stipulated hire? Perhaps you could refer me to some book or cases which would be an answer to these. **D. Q.**

60. ARTICLED CLERK.—Can an articulated clerk, with his principal's consent, serve the last year of his articulation with a solicitor (not being the London or other agent of his principal), without involving the necessity of an assignment of his articles, no provision being made therein as to the service of the last year thereunder? **K. G.**

ANSWERS.

(Q. 30.) **APPRENTICESHIP.**—Notwithstanding the observations of "M. E. S." on this subject, I cannot alter my opinion. **W. H. F.**

(Q. 41.) **MARRIED WOMEN.—REAL PROPERTY.**—I am much obliged by "E. H. B.'s" remarks on my answer to this query, as they caused me to reconsider the points raised, and to search for authorities thereon. "D. J." will have the goodness to refer to Macpherson's Law of Infants, he will find under the title "Widow's estate in fee," a full answer to his inquiry, with the law and authorities upon the subject, whereby it appears that the child in question would be held the child of the former husband, and as such entitled to share as coparcener with the sister. **W. H. F.**

(Q. 45.) **COMMON LAW COMMISSIONERSHIP.**—I beg leave to inform "A Solicitor" that a country practitioner can be appointed a commissioner to take affidavits in one of the Superior Courts at Westminster alone, without being compelled to take out his commission in the other courts. I was a commissioner in the Common Pleas for many years before I took out my commissions in the Queen's Bench and Exchequer. **A. L.**

(Q. 40.) **MORTGAGE.**—Under the circumstances mentioned by W. H. Z., the purchaser must insist upon A.'s widow taking out administration in this country before payment of the purchase-money. She would clearly be obliged to do so before she could commence any proceedings for the recovery of the money; (See Allbutt's Practice, pp. 144, 195.) The expense attending the obtaining of this administration must be borne by the mortgagor. **C. N.**

(Q. 50.) **COPYHOLDS.—STATUTE OF LIMITATIONS.**—In the case stated by A. B. C., an uninterrupted possession for twenty years of the allotments in question, without any acknowledgment will, I apprehend, bar any claim on the part of the lord of the manor, provided he was not under any of the disabilities mentioned in the 18th section of the Statute of Limitations, and forty years' possession is a bar under any circumstance (3 & 4 Will. 4. c. 27, ss. 1, 2, 17, 34; Shelford's Law of Copyholds, p. 135.) The devisees should convey by a common conveyance, reciting that the testator being seized in fee, &c., their title being a statutory declaration of uninterrupted possession by the testator. **C. N.**

LAW SOCIETIES.

THE INCORPORATED LAW SOCIETY.

Proceedings and Resolutions at the Annual General Meeting, held the 16th July, 1869.

At the annual meeting of the members of the society, held in the hall of the society on July 16, 1869, John Henry Bolton, Esq., President, in the chair.

1. Read the circular convening the meeting as follows:

21st June 1869.
Sir,—I am directed to inform you that, pursuant to the charter, the annual general meeting of the members of the society will be held in the hall of the society, in Chancery-lane, on Friday, the 16th July next, at two o'clock precisely in the afternoon, for the election of a president and vice-president of the society; of ten members of the council, in lieu of ten members who will go out of office in rotation; of two members of the council, in lieu of Ralph Barnes, deceased, and Edward Leigh Pemberton, resigned; of three auditors, and for other purposes of the society. The following are the names of the members who will go out of office in rotation, and are immediately re-eligible, viz.:—E. F. Burton, J. M. Clabon, J. Leman, P. Nelson, A. Ryland, R. E. Upton, A. W. White, W. Williams, B. Wilson, J. Young. The name of every person intended to be proposed as president or vice-president, or as a member of the council, or as an auditor, must be transmitted in writing to the secretary, seven days at least before the day of election.

A list containing the names of members whose subscriptions remain unpaid has been put up in the hall, under the 55th bye-law of the society. Such members are under that bye-law liable, by the order and resolution of a general meeting, to be excluded from the society, and they will cease to be members thereof.—I am, Sir, your obedient servant.

E. W. WILLIAMSON, Secretary.

2. The minutes of the last annual general meeting

special general meetings were approved and confirmed.

3. The President stated the vacancies in the offices of President, Vice-President, in the members of the council, who go out of office by rotation, and in the auditors; that James Leman, whose name appeared in the list of those members of the council who go out of office by rotation, did not offer himself for re-election; that the following gentlemen had been proposed to fill such vacancies, except that occasioned by the resignation of James Leman, that is to say:—President, Edward Lawrence; Vice-President, William Ford; Members of the Council, Edward Frederick Burton, John Moxon Clabon, Park Nelson, Arthur Ryland, Robert Brotherson Upton, Arnold William White, William Williams, Robert Wilson, and John Young—proposed by William Flower and William Gorham. That Charles Reynolds Williams had been proposed by James Birch Kelly and Frederick John Pagden to fill the vacancy occasioned by the retirement of James Leman.

It was thereupon unanimously resolved—That Edward Lawrence be, and he is hereby deemed and declared to be elected president.

That William Ford be, and he is hereby deemed and declared to be elected vice-president.

That Edward Frederick Burton, John Moxon Clabon, Park Nelson, Arthur Ryland, Robert Brotherson Upton, Arnold William White, Charles Reynolds Williams, William Williams, Robert Wilson, and John Young be, and they are hereby deemed and declared to be, elected members of the council in lieu of the ten members who go out of office in rotation.

That Samuel Steward, John Proctor Bird, and Henry Markby be, and they are hereby deemed and declared to be, elected auditors of the accounts of the society for the ensuing year.

The President stated the vacancies in the council occasioned by the death of Ralph Barnes, of Exeter; and the retirement of Edward Leigh Pemberton; that Charles Edward Ward, of Bristol, had been proposed by Charles Meredith and Henry Skrim Law Hussey to fill the vacancy occasioned by the death of Ralph Barnes; and that Nathaniel Tertius Lawrence had been proposed by Richard Mills and Theodore Waterhouse to fill the vacancy occasioned by the retirement of Edward Leigh Pemberton.

Resolved—That Charles Edward Ward be, and he is hereby deemed and declared to be, elected a member of the council, in lieu of Ralph Barnes, deceased.

That Nathaniel Tertius Lawrence be, and he is hereby deemed and declared to be, elected a member of the council, in lieu of Edward Leigh Pemberton, resigned.

4. The annual report of the council, which had already been printed and circulated amongst the members of the society, was submitted to the meeting.

On a motion that the report be received, approved, and entered on the minutes, a discussion took place on the various matters therein referred to, when it was proposed by Mr. J. C. Burgoyne, of 101, Oxford-street, seconded by Mr. N. C. Milne, of 2, Harcourt-buildings, Temple, and resolved unanimously—That this meeting hereby expresses its entire and cordial approval of the steps which have been taken by the council in opposition to the removal (as threatened by the Bill lately brought into Parliament) of the Site for the new Law Courts and Offices from Carey-street to the Thames Embankment, or elsewhere; and this meeting earnestly deprecates such removal as injurious to the interests equally of the suitors, the public, and the members of the Legal Profession.

It was moved by Mr. E. W. Field, seconded by Mr. J. L. Pulling, and resolved—That the council be congratulated on the completion of the new catalogue of the library; and that they be requested to consider whether any improvement can be made in the arrangement of the books on the shelves, and also whether any new system of reference to the new catalogue can be adopted whereby the position of books on the shelves can be readily ascertained.

It was then resolved—That the report be received, approved, and entered on the minutes.

Read the auditors' report of the receipts and disbursements of the society, as signed by the auditors, and submitted to the meeting for approval.

Resolved—That the auditors' report be approved, and signed by the president.

Resolved—That the sincere thanks of the meeting be presented to the president for the services he has rendered to the society during his year of office, which has been one of unceasing labour.

(Signed) J. H. BOLTON, President.

ANNUAL REPORT OF THE COUNCIL.

The following report was read at the above meeting:—

The Concentration of the Law Courts and Offices.

The time of the council has been largely occupied during the past year with the difficulties

which have unexpectedly been raised by the Government to a prosecution of the scheme sanctioned by Parliament in 1865.

The members will recollect that the last report of the council alluded to the revival of a proposition for the erection of the courts upon the Thames Embankment. Parliament having, after a full discussion, decided in favour of the Carey-street site, it was then confidently hoped that the question would not be reopened. It would involve further delay and a largely increased expenditure, and the site already chosen was the more convenient for the suitors and the Profession.

Those hopes, were, however, disappointed. During the recess, upon the accession of the new Government, orders were given to the architect to discontinue the preparation of the final plans. The site at first suggested on the Thames Embankment was one bounded by the Strand on the north, the Thames Embankment on the south, the Temple on the east, and Somerset House on the west. This site would, it is true, have afforded an area as large as the Parliamentary site already acquired, but the cost would have been enormous. To provide chambers for barristers and solicitors in the immediate neighbourhood, Sir Charles Trevelyan, the promoter of this scheme, proposed to remove the Government offices from Somerset House, and to convert the latter into a new Lincoln's-inn, while Gray's-inn was to be removed to the site already cleared in Carey-street. He also proposed that the site of Gray's-inn should be devoted to buildings for the working classes, and in fact suggested a complete *bouleversement* of these several districts of the metropolis. It may be said, without exaggeration, to have been one of the most chimerical and impracticable projects ever seriously propounded.

In April last Mr. Gregory, the member for Galway, brought this scheme before the House of Commons. It was strongly opposed by Sir Roundell Palmer, Mr. Denman, the Right Hon. Mr. Cowper, Lord John Manners, and others on both sides of the House. Before the close of the debate an entirely fresh aspect was given to the question by a statement, made by the Chancellor of the Exchequer, as to the course which the Government was about to pursue, *viz.*, to set aside both schemes; Sir Charles Trevelyan's as well as that of the Royal Commission, which last had received the sanction of all his predecessors in office, as well Liberals as Conservatives. Mr. Lowe then informed the House that on entering on his duties as Chancellor of the Exchequer he found the first estimate of 1,500,000*l.* for the Carey-street site, and the buildings to be erected thereon, increased to a sum of more than twice that amount through additions made to the original scheme (a new Bill for which had been prepared by the Treasury). Moreover, this increased estimate did not provide for approaches, which in his opinion would be necessary. He accordingly declared it to be the intention of the Government to abandon the Carey-street site, in favour of one of six acres between Howard-street and the Embankment, covering a portion only of the area proposed as a site by Sir Charles Trevelyan.

On the 10th May last, Mr. Layard, the First Commissioner of Her Majesty's Board of Works, brought in a Bill for the purpose of carrying Mr. Lowe's proposal into effect. He argued the question mainly on the ground of economy, stating that the new site could be purchased for 600,000*l.*; that the approaches to that site were all ready made, and that the Carey-street site could be re-sold without loss, and perhaps to advantage, if time were taken. Believing that these assertions would not be justified by experience, and that the contemplated change would be as injurious to the public as to the Profession, the council felt it their duty to offer to the proposal all the opposition in their power.

With this view they have from time to time waited on the Lord Chancellor, the Chancellor of the Exchequer, and other influential members of both Houses of Parliament, and urged the superiority of the Carey-street site, carefully avoiding the treatment of the matter as a party question. They have also circulated repeated statements of the grounds of this superiority, and a plan showing the relative positions of the two sites, with reference to the offices and chambers of barristers and solicitors, north and south of the Strand. They have also placed themselves in communication with the Metropolitan and Provincial Law Association, and the various provincial Law Societies throughout the country, urging the immense importance of the question to the public and the Profession generally, and suggesting the desirability of petitions to Parliament. These appeals from the council have been promptly and cordially responded to.

Putting out of sight the question of convenience, it is perfectly clear that a building of six acres need cost no more on the site already cleared than on the new one now proposed. It follows, therefore, that the question of expense is one which turns very much on the probable cost of the new

site, and the loss to be apprehended on a re-sale of the old one. The council felt it right to obtain an opinion from Mr. Pownall on these points. In Mr. Pownall's judgment the Government have underestimated the cost of the Howard-street site by upwards of 200,000*l.*; while there will, he believes, be a loss of nearly 400,000*l.* on the re-sale of the Carey-street site.

The opposition with which Mr. Layard's scheme has been met has induced the Government to have the question of the two respective sites referred to a select committee.

The council will take care that adequate and impartial evidence is laid before it; and they confidently expect that the investigation will lead finally to the adoption of the original scheme, on the site so long decided on, superior, as it undoubtedly is to all others, for the speedy and convenient transaction of the law business of the whole country.

The council feel it right to allude to a deputation of certain City and West-end solicitors, who waited on Mr. Lowe on Friday the 18th June last, for the purpose of urging the view opposed to that which this society has always taken, and by whom it was alleged that the council did not represent, and had no authority to speak in the name of, this society. It is hardly necessary to remind the members that the concentration of the new law courts on the Carey-street site has been the end for which the society has worked for upwards of nine years. The object has been dwelt upon again and again in the annual reports of its council, while it has been discussed and approved of time after time at its annual meetings, and no single voice was ever raised amongst its members in favour of any other scheme, either before or after the rival project was broached, until within the last three months. It is to be expected that a few individuals may take a view opposed to that of the bulk of the Profession, but this does not justify the assertion that the council does not faithfully represent the society by which it is elected, and to which it is responsible. The council have satisfaction in referring on this point to the petition from solicitors of the metropolis in favour of the Carey-street site just presented to the House of Commons, to which 1281 signatures have been obtained. These signatures, which include firms, represent 1661 individual solicitors.

The following is an analysis of the signatures:—

	No. of Signatures.
Western District, including all London west of Wellington-street, Strand	174
Eastern District, including all London east of Farringdon-street	472
Central District, including all London between the lines of Wellington-street and Farringdon-street	635
Total	1281

It was thought desirable not to postpone the presentation of the petition, but another is in circulation, which will be presented at a future time.

The Judicature Commission.

The course taken by the council, on the appointment of the commission in the autumn of 1867, is very fully stated in their last report; and the members were then informed that a series of resolutions passed by an associated committee of this society, and of the Metropolitan and Provincial Law Association, as the result of their deliberations up to that time, had been forwarded to the royal commissioners.

These resolutions were set out in the same report.

With a view of assisting the royal commissioners in framing recommendations to secure uniformity in the procedure and practice of the several courts, the associated committee instructed Mr. E. C. Dunn, of the Equity Bar, one of the editors of Daniell's Chancery Practice, to prepare a statement of the various systems of procedure in the English courts of Chancery, Common Law, Probate, Divorce, and Admiralty; and, in addition, a summary of some of the important points of contrast in the procedure of the above courts, and also the English County Courts, and the Indian High Court. In the preparation of these papers, some valuable assistance was obtained from Mr. John Pitt Taylor, Judge of the County Courts of Lambeth, Greenwich, and Woolwich; Mr. J. Marshall, of Edinburgh, Advocate, of the Scotch Bar; Dr. Ferguson, of Dublin, of the Irish Bar; Mr. R. T. Lattey, lately practising as a solicitor at Calcutta; and Mr. J. W. Hawkins, one of the chief clerks of the Master of the Rolls.

In the preparation of these documents the leading idea was that, while the abstract laws respecting the rights of property might differ in many respects, the methods to be adopted to enforce those rights ought to be nearly the same, and that, therefore, the procedure of the several courts ought to be assimilated as much as possible.

Assimilation of procedure is not merely a question of form; in many cases it is essential for the purposes of justice; for instance, if the ends of

do not require the evidence in chief to be before the hearing of the cause, the practice of the Court of Chancery requiring disclosure unjust. The same remark also applies to her instances in which the procedures of the courts conflict.

In the course of their deliberations, it also appears to the associated committee, that any system of jurisdiction enabling each court to administer justice completely in all cases, without reference to any other court, could not be justly without great assimilation of procedure. Illustration of the inconvenience arising from the present system of divided jurisdiction, as mentioned, the expense and vexation caused by the present practice of resorting to one court for the purpose of making a restraining order upon another court; or for the purposes of the proceedings in another court; as, for instance, to obtain discovery, or a receiver of the life.

respect to the means to be adopted to carry above principles of assimilation of procedure to completeness of jurisdiction, the associated committee considered that any plan proposed be based upon experience, and that, to ascertain the best system available, it is necessary to consider, in detail, the different of procedure now followed in various Courts throughout the empire.

On this principle, the associated committee examined some of the most important of systems and their variations; from which it is found that through them might be traced the general principles prevailing in all courts, and it would be useful to classify and compare points of contrast.

A statement and summary referred to exclusively to those proceedings which are available, they were necessarily imperfect, and refer to many other important proceedings often incidental to a cause; such as in applications (whether by petition, summons, or motion, and whether, in the latter case, motion should be immediately for a rule absolute), orders of assessment for damages, discovery and production of documents, paying in and out of costs, &c.; to enter into a full discussion of the associated committee did not consider it necessary. The statement and summary are considered only as specimens of the work which, in the opinion of the committee, should be exhaustively performed before the issue of one general system of procedure is decided.

It is also to the associated committee that the report proposed by them might be valuable, in preparing the way for a general system of procedure throughout the country, comprising the British Empire.

The committee also thought it useful to add to the report several suggestions as to the points without pledging themselves to an expression of opinion in their favour.

The statement and summary were forwarded to the commissioners, and the council find from the report of that body (a) that a great many of the amendments of the associated committee are adopted by the commissioners.

Land Transfer Commission.—In the last year a royal commission was issued, inquiring into the condition of the registry of deeds for the County of Middlesex, and with regard to the operation of the system of registration established by Lord Westbury's Act; (b) also, as to whether that system required to be altered or improved, so as to facilitate the transfer of title to and the conveyance of real estate with an indefeasible title, to purchasers; and whether any alteration or improvement ought to be made in the constitution of the tribunal established by Lord Westbury's Act.

The commission was also directed to make certain inquiries with respect to the registry of deeds for the County of Middlesex.

In 1868, the commissioners issued a series of questions, copies of which were forwarded to the council with a request that they would assist the commissioners in forming a judgment as to the mode of promoting the efficiency of the land registry.

Questions seemed to the council to be of the greatest importance, inasmuch as they involved the whole principle of the system; one upon which this society publicly expressed their opinion during the progress of the Bill in Parliament of Lord Westbury's Act of 1862, upon which the present system of registration is founded. When this measure was in the House of Commons, the society expressed great pains in the preparation of a memorial, with a view to procure the insertion of amendments in the Bill, of such amendments as would give effect to the recommendations

of this report has been forwarded by the society to each member of the society.

& 26 Vict. c. 53.

of the registration commissioners in their report of 1857, by establishing a registration of titles to land.

The society pointed out, in their petition, certain defects in the system then proposed; which defects the council understand, from the individual experience of several of their members, have since been found to exist in working that system, and have contributed to render the registration established by the Act of 1862 practically useless.

The principal objections to the Bill urged by the society in their petition were:

The litigation and expense in which it would probably involve landowners.

The impossibility of complying with some of its most important requirements.

Its contravention of some of the well-known and long-established rules of law relating to landed property.

The probability that, if passed into a law, it would, as regards the registration of at least nine-tenths of the land of England, be a mere dead letter.

The probability that, as regards the other tenth part, it would utterly fail to fulfil the promise of its preamble, in giving certainty to a title, facilitating the proof thereof, and rendering the dealing with land more simple and economical.

The society also referred, in their petition, to the expense which the present system was likely to create, and they believe, from inquiries they have made, that their forebodings upon this subject have been realised. The requirements of the Act of 1862, with regard to the establishment of the boundaries of the land proposed to be dealt with, are found to open questions involving the rights of adjoining owners which have been allowed to rest, and litigation is the inevitable consequence. The registrar has the right, and perhaps feels himself bound, to ask questions which give rise to expensive searches and inquiries upon matters which, in the case of ordinary sales, would probably be left untouched, or arranged between the parties. In a complicated title some insurmountable difficulty is very likely to be raised to the completion of the registration, even after great expense and delay has already been incurred.

No doubt the expense, delay, and difficulty of registration, to a great extent, may be accounted for by the absence of conditions of sale. In the great majority of ordinary sales the title is guarded by the conditions.

It cannot be said that the difference in expense involved in registration is compensated, in the majority of cases, by the acquisition of an indefeasible title, but where the estate is to be divided into building lots, the acquisition of such a title, even at the expense of delay and increased cost, may be found advantageous.

It is also very doubtful whether land transferred by registered title commands a better price than that transferred by the ordinary process.

After registration is once effected with an indefeasible title, and before the title has become encumbered by the registration of any subsequent dealing with the land by way of charges on it, or otherwise, a transfer would doubtless be less expensive.

The sale of a building estate, in lots, is perhaps the only case in which the costs would be materially lessened; but the registration of dealings subsequent to the first registration might operate to prevent any material diminution.

As a rule, solicitors would hardly recommend their clients to register, unless the land was required for building purposes. Of course, the advice to be given must depend on the nature of the land, and circumstances of the title; for instance, in a large estate extending over some ten or twelve miles, registry would be almost impracticable, from the number of notices to be given, and imprudent from the danger of questions as to boundary or otherwise. The question of boundary must be raised, and if any of the parties interested object, extensive litigation is opened and vast expense incurred upon small points, most of which are of no material benefit to anybody.

On the other hand, in the case of advowsons where the title is short and clear, and no expense for surveying is required, registration may be beneficial.

Several cases have occurred in which the perambulation has brought to light dormant claims as to rights of way and boundaries, and it cannot therefore be desirable to notice rights which are seldom specifically described in title-deeds.

Whether registration should be recommended if the title required were what is commonly understood by a good title, and not a strictly marketable one, would very much depend on the state of the title, as the defects, it is assumed, would appear on the register. If the defects were of such a nature as could be removed in course of time, a solicitor might be disposed to advise registration, but even then the probability of involving the owner in expense and delay has a deterrent effect to his offering such advice.

In ordinary dealings with land, where the exact boundaries cannot be ascertained from the title-deeds, the purchaser is usually satisfied if he can be furnished with evidence which raises a strong presumption that the lands, the subject of the purchase, and of which the vendor, or his tenant, is in possession, are the lands in respect of which a title has been shown.

There is no doubt that solicitors are deterred from registering by the prospect of having to register all the subsequent dealings with the land.

There is no doubt also that purchasers are usually content with less than a sixty years' title.

In the majority of dealings with land the title is guarded by special conditions, and it is not found that, in small matters, purchasers hesitate to bid at sales on account of stringent conditions. In cases of greater magnitude, purchasers are usually advised beforehand; and where the solicitors and auctioneers employed are men of high character, the public relies on them, and pays less attention to the conditions, which are seldom read or understood.

There is a wide difference in the case of mortgagees. The title is submitted to the mortgagee and investigated by him without the imposition of any conditions of a restrictive character, and the nature of the transaction is such as to require a stringent inquiry into the state of the title before the mortgagee can be advised to accept it. This observation has greater force in those cases in which the lenders are trustees; a circumstance which applies to a very large proportion of mortgage transactions of any magnitude in this country.

It is believed that the cases in which a purchaser loses his property, or suffers any loss from a concealed incumbrance or liability on account only of the shortness of title which he had taken, are very rare.

In numerous cases short titles are accepted where it is known that they have been subjected to the investigation of conveyancers, or solicitors of undoubted repute.

The council are satisfied that the working of Lord Westbury's Act has not been impeded by solicitors, as a system opposed to their interests. The sole cause of the failure of the system must be sought in the various objections, both in principle and detail, by which it is surrounded, and the feeling that it is not to the interest of the client to adopt a system involving certain expense, and possibly leading, by the disclosure of defects of title, or damaging circumstances, to litigation between neighbouring owners which, once commenced, might be interminable.

The council embodied these observations in a paper which they submitted to the commissioners.

It should also be mentioned that prints of the questions issued by the royal commissioners were sent by the council to upwards of ninety firms in London and the country, largely engaged in conveyancing practice, in compliance with what was understood to be the wish of the royal commissioners, to have the advantage of the individual experience of members of the Profession.

(To be continued.)

LEGAL NEWS.

WILLS AND BEQUESTS.—The will, or Scotch confirmation of the late Right Hon. James Carr-Boyle, Earl of Glasgow, was sealed in the principal registry of Her Majesty's Court of Probate in London on June 12, the personal estate being sworn under 170,000l. The real estates pass to the late earl's only sister, Lady Augusta Fitzclarence. The late earl was the oldest member of the Jockey Club, and has bequeathed to Mr. George Payne 25,000l., in addition to one-half of the horses in training, leaving the other portion to General Peel. He bequeaths to the Hon. James Macdonald 8000l.; to the Hon. Colonel H. Forester, 5000l.; to Mr. Cunningham, who had charge of his stud paddocks at Doncaster, 500l., and he also leaves him the stallion Tom Bowline; and to Mr. Aldcroft, he leaves by codicil, made only two days before his Lordship's death, a legacy of 500l.—The will of the Hon. Caroline Elizabeth St. John was proved in London under 12,000l.; that of the Hon. Matilda Sophia Austen, eldest daughter of the late Hon. W. Cockayne, niece of the last Viscount Cullen, and relict of the late Rev. R. Caister, D.D., was proved in Ireland under 3000l.; and that of Dame Harriet Nicholls, of London, under 6000l.—The will of Mr. Adam Spielmann, late of Hereford House, West Brompton, was proved in London, on June 4th, under 100,000l. personalty in England.—

MARAVILLA COCOA FOR BREAKFAST.—The cocoa (or cacao) of Maravilla is the true Theobroma of Linnaeus.—The *Globe* says: "Taylor Brothers' Maravilla Cocoa has achieved a thorough success, and supersedes every other cocoa in the market. For homeopaths and invalids we could not recommend a more agreeable or valuable beverage." Sold, in packets only, by all grocers.

THE GAZETTES.

Professional Partnerships Dissolved.

Gazette, July 9.
PAUL FRANCIS, and HALLAM, EDWARD JOHN, attorneys and solicitors, Long-acre, June 30
Gazette, July 13.
TRETT, JOHN, and PAGE, GEORGE, attorneys and solicitors, Birmingham, June 24.

Bankrupts.

Gazette, July 16.

To surrender at the Bankruptcy Court, Basinghall-street.

ALEXANDER, HENRY, seedsman, Goswell-rd., and Prebend-st., New North-rd., Islington. Pet. July 14. Reg. Murray. O. A. Parkes. Sol. Gostley, Bow-st., Covent-gdn. Sur. Aug. 2.
 BROADBENT, ALFRED, architect, Southampton. Pet. July 10. O. A. Paget. Sols. Stocken and Jupp, Lendhall-st. Sur. July 5.
 BROWN, JAMES, cabinet maker, Gloucester-st., Curtain-rd. Pet. July 10. O. A. Paget. Sol. Steadman, London-wall. Sur. Aug. 2.
 BURTON, HENRY, coal merchant, East Grinstead. Pet. July 9. O. A. Paget. Sols. Chilton and Co., Chancery-la. Sur. July 9.
 CARRIES, JOHN, grocer, Sutton-pl., Highgate-hill. Pet. July 3. Reg. Pepps. O. A. Graham. Sols. Carter and Co., Leadenhall-st. Sur. Aug. 4.
 CHEN, THOMAS, house decorator, Finchley-common. Pet. July 6. O. A. Paget. Sol. Eaden, Gray's-inn. Sur. July 23.
 COOPER, FREDERICK, bread and biscuit baker, Palmerston-st., Camberwell. Pet. July 12. Reg. Pepps. O. A. Graham. Sol. Eady, Carey-st. Sur. Aug. 3.
 COOPER, EDWARD, baker, St. Alban's. Pet. July 13. Reg. Pepps. O. A. Graham. Sol. Steadman, London-wall. Sur. July 23.
 DEER, HENRY, merchant, Piccadilly, and Winchester-st., Covent-gdn. Pet. July 10. Reg. Pepps. O. A. Graham. Sols. Edmes and Co., Finsbury-pl. south. Sur. July 23.
 DEVER, SAMUEL, fruiterer, Church-rd., Upper-st., Islington. Pet. July 5. O. A. Paget. Sol. Watson, Basinghall-st. Sur. July 30.
 DEWELL, ROBERT WILLIAM, late accountant, Reading. Pet. July 10. O. A. Paget. Sol. Robinson, Basinghall-st. Sur. July 30.
 LUTHER ALEXANDER, master mariner, Colet-pl., Commercial-rd. Pet. July 9. Reg. Brougham. O. A. Paget. Sol. Watson, Basinghall-st. Sur. July 30.
 DAVIS, WILLIAM, farmer, Ryefect. Pet. July 8. Reg. Brougham. O. A. Paget. Sol. Pittman, Stamford-st. Sur. July 21.
 DEW, ALFRED CESAR, warehouseman, Ryde. Pet. July 12. Reg. Pepps. O. A. Graham. Sols. Messrs. Tatham, Old Broad-st. Sur. Aug. 4.
 DICK, WILLIAM, victualler, Croydon. Pet. July 8. O. A. Paget. Sol. Hooper, Clifford's-inn. Sur. July 23.
 DODD, WILLIAM, out of employment, Lee. Pet. July 10. Reg. Pepps. O. A. Graham. Sols. Harper and Co., Rood-la. Sur. Aug. 4.
 DODD, GEORGE, builder, Fernham-rd., Thornton-heath. Pet. July 12. Reg. Brougham. O. A. Paget. Sol. Cooke, Gresham-bldgs. Basinghall-st. Sur. Aug. 2.
 DODD, GEORGE WILLIAM, accountant's clerk, Poole-rd., Well-st., Barking. Pet. July 10. Reg. Pepps. O. A. Graham. Sol. Sol. Guldhall-chambers, Basinghall-st. Sur. July 23.
 FRANKS, THOMAS, builder, Lancaster-rd., Notting-hill. Pet. July 2. O. A. Paget. Sols. Ellerton and Co., Kensington-gdns. Sur. Aug. 2.
 FRITH, GEORGE, farm labourer, Frimley. Pet. July 8. Reg. Pepps. O. A. Graham. Sol. Cooke, Gresham-bldgs. Sur. Aug. 4.
 FRITH, EDWARD, artist, Salisbury. Pet. June 30. Reg. Pepps. O. A. Graham. Sur. Aug. 3.
 FRITH, WILLIAM, bell-hanger, Clarendon-st., Paddington. Pet. July 12. Reg. Brougham. O. A. Paget. Sol. Watson, Basinghall-st. Sur. Aug. 2.
 FRITH, GEORGE, brass manufacturer, Jewin-st. and Nichols-sq., Leamington. Pet. July 13. O. A. Paget. Sol. Bryant, Winchester-rd., Sur. Aug. 2.
 GAY, HENRIETTE, widow, assistant to a milliner, Princes-st., Epsom. Pet. July 13. Reg. Pepps. O. A. Graham. Sol. Messrs. Great James-st., Bedford-row. Sur. Aug. 4.
 GIBBS, JOHN, author, Alfred-pl., Alexander-sq., Brompton; Robert, Titchborne-st., Haymarket; and Fulham-bridge-hotel, Hampton. Pet. July 13. Reg. Pepps. O. A. Graham. Sol. Messrs. Laurence Pountney-hill. Sur. Aug. 3.
 GIBBS, SAMUEL, out of business, Woodford. Pet. July 13. O. A. Paget. Sol. Stacpole, Finner's-hall, Old Broad-st. Sur. July 30.
 GIBBS, ALTON, front-runner, Finsbury-circus, Kentish-town. Pet. July 10. Reg. Brougham. O. A. Paget. Sol. Gostley, Bow-st., Covent-gdn. Sur. July 30.
 GIBBS, JOHN, builder, Park-rd., Thornton-heath. Pet. July 10. Reg. Pepps. O. A. Graham. Sol. Cooke, Gresham-bldgs. Sur. Aug. 2.
 GIBBS, JOSEPH, greenhouse builder, New-rd., Hammersmith. Pet. July 10. Reg. Pepps. O. A. Graham. Sol. Scott, Union-st., Old Broad-st. Sur. Aug. 3.
 GIBBS, EDWARD, of no occupation, Watlingtonbury. Pet. July 12. Reg. Pepps. O. A. Graham. Sols. Lewis, Munns, and Co., Old Jewry. Sur. Aug. 3.
 GIBBS, JOHN, railway constable, New Norfolk-st., Whitechapel-rd. Pet. July 12. Reg. Pepps. O. A. Graham. Sol. Godfrey, Battersea-rd. Sur. Aug. 3.
 GIBBS, DAVID, baker, Old Kent-rd. Pet. July 12. O. A. Paget. Sol. Board, Basinghall-st. Sur. July 30.
 GIBBS, EDWIN HENRY BODDINGTON, artist, Montpelier-rd., Bayswater. Pet. July 12. Reg. Pepps. O. A. Graham. Sol. Messrs. Church-passage, Chancery-la. Sur. Aug. 4.
 GIBBS, JOHN, builder, Chatham. Pet. July 13. Reg. Pepps. O. A. Graham. Sol. Olive, Portsmouth-st., Lincoln's-inn. Sur. July 23.
 To surrender in the Country.

ALAN, THOMAS, mariner, Exeter. Pet. July 13. Reg. & O. A. Paget. Sol. Fildes, Exeter. Sur. July 23.
 BATES, GEORGE, shoemaker, Whitechapel-rd. Pet. July 9. Reg. & O. A. Paget. Sol. Lamb, Brighton. Sur. July 21.
 BATES, ALFRED ROBERTS, moulder, Grantham. Pet. July 6. Sol. Messrs. Grantham. Sur. July 23.
 BATES, JOHN, shipper, York, and Capetown, Africa. Pet. June 20. O. A. Young. Sols. Grundy and Coulson, Manchester; and Simpson, Leeds. Sur. Aug. 2.
 BATES, WILLIAM HILL, ale merchant, Leicester. Pet. July 12. Reg. & O. A. Harris. Sol. Petty, Leicester. Sur. Aug. 3.
 BATES, THOMAS, coal miner, Chancery-la. Pet. July 10. Reg. & O. A. Harris. Sol. Garbutt, Newcastle. Sur. July 23.
 BATES, JAMES, jun., wholesale ironmonger, Stockport. Pet. July 9. Reg. Fardell. O. A. McNeill. Sol. Johnston, Stockport. Sur. Aug. 3.
 BATES, EDWARD, grocer, Prudhoe. Pet. July 12. Reg. & O. A. Harris. Sols. Hoyle, Shipley, and Hoyle, Newcastle. Sur. July 23.
 BATES, WILLIAM, oilman, Dorking. Pet. July 12. Reg. & O. A. Harris. Sol. Young, Sergeant's-inn, and Dorking. Sur. Aug. 2.
 BATES, GEORGE, a prisoner for debt in Taunton-gaol. Pet. July 9. Reg. & O. A. Harris. Sol. Glyde, Yeovil. Sur. July 23.
 BATES, EDWARD BOLTON, cloth agent, Manchester. Pet. Feb. 13. Reg. & O. A. McNeill. Sur. Aug. 3.
 BATES, JOHN, common brewer, Uttoxeter. Pet. July 13. Reg. & O. A. Harris. Sols. James and Griffin, Birmingham. Sur. July 23.
 BATES, JOHN, coachbuilder, Worcester. Pet. July 12. Reg. & O. A. Harris. Sols. Meredith, Worcester; and Allen, Birmingham. Sur. July 23.
 BATES, THOMAS HENRY, draper, Blaydon. Pet. July 12. Reg. & O. A. Harris. Sols. Greenway and Blythway, Pontyfridd, and Messrs. Brittan, Bristol. Sur. July 23.
 BATES, JAMES, cattle-dealer, York. Pet. July 10. Reg. & O. A. Harris. Sol. Messrs. York. Sur. July 23.
 BATES, WILLIAM, out of business, Watlingtonbury. Pet. July 12. Reg. & O. A. Harris. Sol. Stening, Emsworth. Sur. July 23.
 BATES, EDWIN, boot maker's assistant, Liverpool. Pet. July 12. Reg. & O. A. Harris. Sol. Mason, Liverpool. Sur. July 23.
 BATES, DAVID, grocer, Madley. Pet. July 12. Reg. Hill. O. A. Harris. Sols. James and Griffin, Birmingham. Sur. July 23.
 BATES, BENJAMIN, baker, Beaconsfield. Pet. July 13. Reg. & O. A. Harris. Sol. Spicer, Great Marlow. Sur. July 23.
 BATES, ALFRED, out of business, Worsley. Pet. July 9. Reg. & O. A. Harris. Sol. Spicer, Great Marlow. Sur. July 23.
 BATES, GEORGE, dairyman, Liverpool. Pet. July 13. Reg. & O. A. Harris. Sol. Spicer, Great Marlow. Sur. July 23.
 BATES, ALFRED, out of business, Worsley. Pet. July 9. Reg. & O. A. Harris. Sol. Spicer, Great Marlow. Sur. July 23.
 BATES, GEORGE, dairyman, Liverpool. Pet. July 13. Reg. & O. A. Harris. Sol. Spicer, Great Marlow. Sur. July 23.
 BATES, ALFRED, out of business, Worsley. Pet. July 9. Reg. & O. A. Harris. Sol. Spicer, Great Marlow. Sur. July 23.
 BATES, GEORGE, dairyman, Liverpool. Pet. July 13. Reg. & O. A. Harris. Sol. Spicer, Great Marlow. Sur. July 23.

JONES, EVAN, victualler, Dolgelly. Pet. July 12. Reg. & O. A. Harris. Sol. Williams, Dolgelly. Sur. July 27.
 JONES, JOHN, Llangamarch. Pet. Jan. 13. Reg. Wilde. O. A. Harris. Sur. July 23.
 JUDD, ALBERT MEW, victualler, Southsea. Pet. June 22. Reg. & O. A. Harris. Sol. Champ, Portsea. Sur. July 23.
 KENNETH, WILLIAM, grocer, Landport. Pet. July 10. Reg. & O. A. Harris. Sol. Champ, Portsea. Sur. July 23.
 LANCASHIRE, ARTHUR, builder, West Melton. Pet. July 10. Reg. & O. A. Harris. Sol. Champ, Portsea. Sur. July 23.
 LATTER, THOMAS, coachbuilder, Tonbridge Wells and Speldhurst. Pet. July 12. Reg. & O. A. Harris. Sol. Cripps, Tonbridge Wells. Sur. July 30.
 LEIGH, JOSEPH, hide market inspector, Liverpool. Pet. July 14. Reg. & O. A. Harris. Sol. Walton, Liverpool. Sur. Aug. 2.
 LIGHTFOOT, THOMAS, and FERNHOUGH, EDWARD CHUDINGTON, rice millers, Liverpool. Pet. July 13. O. A. Harris. Sols. Messrs. Gregory, Liverpool. Sur. July 27.
 MALINS, DAVID, jun., accountant, Birmingham. Pet. July 14. Reg. Hill. O. A. Harris. Sol. Southall, Birmingham. Sur. July 23.
 MARTIN, WILLIAM WAKEMAN, engineer, Exeter. Pet. July 12. Reg. & O. A. Harris. Sol. Fryer, Exeter. Sur. July 23.
 MILLMAN, JOHN, yeoman, Skirbeck. Pet. July 10. Reg. & O. A. Harris. Sol. Thomas, Boston. Sur. July 23.
 NEDDIAH, SAMUEL, cordwainer, Gainsborough. Pet. July 8. Reg. & O. A. Harris. Sol. Bladon, Gainsborough. Sur. July 27.
 NORTHMORE, PETER, baker, Plymouth. Pet. July 14. O. A. Harris. Sols. Fowler and Co., Plymouth; and Messrs. Daw, Exeter. Sur. July 31.
 OLDENSHAW, WILLIAM, builder, Heanor. Pet. July 10. Reg. & O. A. Harris. Sol. Heath, Derby. Sur. July 27.
 PARKINSON, ROBERT BUNTON, veterinary surgeon, Kendal. Pet. July 14. Reg. & O. A. Harris. Sol. Thompson, Kendal. Sur. July 23.
 PENDLEBURY, WILLIAM MARTIN, and GITTINS, TIMOTHY, iron merchants, Chester. Pet. July 10. O. A. Harris. Sols. Stone and Bartley, Liverpool. Sur. July 27.
 PENNELL, ARTHUR, of no profession, Southsea. Pet. June 22. Reg. & O. A. Harris. Sol. Champ, Portsea. Sur. July 30.
 PICKIN, WILLIAM, butcher, Stafford. Pet. July 13. Reg. & O. A. Harris. Sol. Brough, Stafford. Sur. Aug. 4.
 POTTS, RALPH, bone manure manufacturer, Foleshill. Pet. July 13. Reg. & O. A. Harris. Sol. Smallbone, Coventry. Sur. Aug. 3.
 RAMSDEN, JOSEPH, carrier, Leeds. Pet. July 14. Reg. & O. A. Harris. Sol. Hardwick, Leeds. Sur. July 23.
 ROBERTS, DAVID, sets-maker, Pitbluff. Pet. July 13. Reg. & O. A. Harris. Sol. Jones. Sur. July 23.
 ROGERS, JOHN, out of business, Liverpool. Pet. July 10. Reg. & O. A. Harris. Sol. Eddy, Liverpool. Sur. July 27.
 ROOSE, JOHN, and ROOSE, WILLIAM, formerly plumbers, Ashbourne. Pet. July 12. Reg. Tudor. O. A. Harris. Sols. Williams, and James and Griffin, Birmingham. Sur. Aug. 3.
 ROWLING, WILLIAM, farmer, Halifax. Pet. July 12. Reg. & O. A. Harris. Sol. Jobb, Halifax. Sur. Aug. 3.
 RIDSTONE, THOMAS, brick manufacturer, Heald. Pet. July 14. O. A. Harris. Sols. Messrs. Rollett, Hull. Sur. July 23.
 SHAW, FRANK, auctioneer, Sheffield. Pet. July 13. Reg. & O. A. Harris. Sols. Micklethwaite, Sheffield. Sur. Aug. 6.
 STALKER, THOMAS, of Scarborough. Pet. July 8. Reg. & O. A. Harris. Sol. Mason, Scarborough. Sur. Aug. 2.
 TAYLOR, WILLIAM, out of business, Ilkeston. Pet. July 13. Reg. & O. A. Harris. Sol. Heath, Nottingham. Sur. July 31.
 TAYLOR, JOHN, THREW, woolstapler, Bradford. Pet. July 13. O. A. Harris. Sols. Terry and Robinson, Bradford; and Bond and Barwick, Leeds. Sur. Aug. 2.
 THOMAS, GEORGE, out of business, Horsham. Pet. July 12. Reg. & O. A. Harris. Sol. Lamb, Brighton. Sur. July 27.
 THOMAS, GEORGE, greengrocer, Ekehill. Pet. July 13. Reg. & O. A. Harris. Sol. Harle, Bradford. Sur. Aug. 3.
 VAUGHAN, THOMAS, innkeeper, Brynmawr. Pet. July 14. Reg. & O. A. Harris. Sol. Plews, Merthyr Tydfil. Sur. Aug. 7.
 WADDELL, JOHN FERRIER, agricultural labourer, Bywell St. Peter. Pet. July 13. Reg. & O. A. Harris. Sol. Taylor, Hexham. Sur. Aug. 17.
 WALL, RICHARD, grocer, Silvertide. Pet. May 13. Reg. & O. A. Harris. Sol. Leech, Newcastle-under-Lyme. Sur. July 31.
 WOOD, ALBERT, commission agent, Moston, near Manchester. Pet. July 12. Reg. & O. A. Harris. Sol. Gardner, Manchester. Sur. Aug. 3.
 WRIGHT, THOMAS, jun., tailor, Birmingham. Pet. July 14. Reg. Hill. O. A. Harris. Sol. Duke, Birmingham. Sur. July 23.
 YATES, WILLIAM, and YATES, HUGH, jun., masons, Liverpool. Pet. July 13. O. A. Harris. Sol. Beltring, Liverpool. Sur. July 23.

Gazette, July 20.

To surrender at the Bankruptcy Court, Basinghall-street.

BENTON, JOHN WHELDON, attorney's articled clerk, London-wall and Hford. Pet. July 13. Reg. Brougham. O. A. Paget. Sol. Brown, Basinghall-st. Sur. Aug. 2.
 BOURNE, THOMAS RICHARD, timber merchant, Jane-st., Commercial-rd. east. Pet. July 15. Reg. Pepps. O. A. Graham. Sol. Jaquet, South-st., Finsbury-sq. Sur. Aug. 4.
 BROWN, EDWARD GEORGE, jun., engineer, March. Pet. July 14. O. A. Paget. Sols. Rex, Lincoln; and Ford, Chancery-la. Sur. Aug. 2.
 BROWN, HENRY, engineer, March. Pet. July 14. O. A. Paget. Sols. Rex, Lincoln; and Ford, Chancery-la. Sur. Aug. 2.
 CHEN, SAMUEL, grocer, White's-row, Spitalfields. Pet. July 15. O. A. Paget. Sols. Solomon, Finsbury. Sur. Aug. 3.
 DANDO, THOMAS, tailor, George-yd., Bow-la. Pet. July 14. Reg. Pepps. O. A. Harris. Sol. Roberts, King William-st. Sur. Aug. 3.
 DAW, MARY ANN, and DAW, JANE, spinsters, bootdealers, Upper Marylebone-st., Marylebone. Pet. July 16. O. A. Paget. Sol. Chalk, Moorgate-st. Sur. Aug. 5.
 GILLAN, JAMES HENRY, clerk in holy orders, Spring-st., Paddington. Pet. July 16. O. A. Paget. Sol. Nind, Basinghall-st. Sur. Aug. 5.
 GRANT, FRANCIS WILLIAM OHLIVY, of no occupation, Upper Berkeley-st., Portman-sq. Pet. July 15. O. A. Paget. Sols. Halse and Co., Chancery-la. Sur. Aug. 5.
 GRIFITHS, WILLIAM, draper's assistant, Princes-st., Stamford. Pet. July 13. Reg. Pepps. O. A. Harris. Sols. Ingle and Co., City Bank-chambers, Threadneedle-st. Sur. Aug. 4.
 HABELL, MARK ANTHONY, pianoforte key maker, Elizabeth-st., Kentish-town. Pet. July 13. O. A. Paget. Sol. Stokes, Chancery-la. Sur. July 30.
 HALE, CHARLES, builder, Willesden. Pet. July 15. O. A. Paget. Sol. Lambert, Lower Thames-st. Sur. Aug. 5.
 HARRIS, MOSES, boot manufacturer, Little Alie-st., Goodman's-ls. Pet. July 16. O. A. Paget. Sol. Rigby, Basinghall-st. Sur. Aug. 5.
 HERITAGE, CHARLES, contractor for general repairs, Lewis-rd., Cold Harbour-la, Brixton. Pet. July 13. O. A. Paget. Sol. Heritage, Regent-st. Sur. July 30.
 HENRY, JOHN GLADE, brushmaker, Brick-la, Spitalfields. Pet. July 17. O. A. Paget. Sol. Venn, New-inn, Strand. Sur. Aug. 6.
 KIDD, JOHN, commission agent, Bessborough-st., Westminster. Pet. July 17. Reg. Murray. O. A. Parkes. Sol. Spicer, Staple-inn, Holborn. Sur. Aug. 6.
 KIDDER, HEDDAN, mercer, Finsbury-pl. south and New Malden. Pet. July 13. O. A. Paget. Sol. Sydney, Finsbury-circus. Sur. Aug. 2.
 LEWIS, CHARLES, builder, Plaistow. Pet. July 17. O. A. Paget. Sol. Long, Queen-st., Charles-sq., Hoxton. Sur. Aug. 5.
 LOGDEN, HENRY, clerk, Canelow-rd., Camden-town. Pet. July 13. O. A. Paget. Sol. Edwards, Bush-la, Cannon-st. Sur. July 30.
 METCALFE, HENRY, trimming seller, Whitechapel-rd. Pet. July 9. O. A. Paget. Sols. Therne and Co., Aldermanbury. Sur. Aug. 6.
 MORTON, GEORGE, licensed victualler, Ossulton-st., Somer's-town, and Blue Anchor-rd., Bermondsey. Pet. July 13. O. A. Paget. Sol. Wall, Bell-yd., Doctors'-commons. Sur. Aug. 2.
 MURPHY, JEREMIAH, tailor, Hoxton-st., Hoxton. Pet. July 16. O. A. Paget. Sol. Abbott, Worship-st. Sur. Aug. 4.
 NORDON, JOSEPH, seaman to a tobaccoist, Shoreditch. Pet. July 13. O. A. Paget. Sol. Padmore, Westminster-bridge-rd. Sur. July 30.
 NUTT, ANTHONY, commercial clerk, Cleveland-pl., Camberwell. Pet. July 16. Reg. Pepps. O. A. Harris. Sol. Kent, Cannon-st. Sur. Aug. 4.
 PHARCE, GEORGE, and PHARCE, WALTER, china dealers, Brunswick-rd., Well-st., Hackney. Pet. July 13. Reg. Pepps. O. A. Harris. Sol. Watrand, Bath-st., Newgate-st., for Howell, Chancery-la. Sur. Aug. 4.
 PECK, PETER, out of business, Wansted. Pet. July 17. O. A. Paget. Sol. Tatham, Great Knightbridge-st., Doctors'-commons. Sur. Aug. 5.

POSTLETHWAITE, CHARLES, commission agent, Shrubland-rd., Dalston. Pet. July 17. O. A. Paget. Sol. Kelghley, Ironmonger-la. Sur. Aug. 3.
 PRIDGON, SAMUEL, baker, Lower Norwood. Pet. July 16. O. A. Paget. Sol. Nutley, Trinity-st., Southwark. Sur. Aug. 5.
 SKINNER, JOSEPH, auctioneer, Chatham. Pet. July 12. Reg. Pepps. O. A. Harris. Sol. Reed, Guldhall-chambers. Sur. Aug. 3.
 THATCHER, JAMES, watchmaker, Wantage. Pet. July 10. O. A. Paget. Sols. Torr and Co., Bedford-row. Sur. July 30.
 TOMPKINS, JOHN, billiard room proprietor, Brighton. Pet. July 13. Reg. Pepps. O. A. Harris. Sols. Lawrence, Plews, and Co., Old Jewry-chambers. Sur. Aug. 3.
 TOPP, JOHN, butcher, Foleshill. Pet. July 15. Reg. Pepps. O. A. Harris. Sol. Durrant, Guldhall-chambers. Sur. Aug. 4.
 WILSON, THOMAS EYONS, shipbroker, Great Percy-st., King's Cross-rd. Pet. July 15. Reg. Pepps. O. A. Harris. Sol. Longden, Mark-la. Sur. Aug. 4.
 WOOLLEY, RUSSELL, out of business, Wellington-st., Old Ford-rd. Pet. July 13. Reg. Pepps. O. A. Harris. Sol. Mason, Gresham-st. Sur. Aug. 3.
 WRIGHT, GEORGE, basket manufacturer, Charlotte-pl., Paddington. Pet. July 16. O. A. Paget. Sol. Greenwood, Great James-st., Bedford-row. Sur. Aug. 5.

To surrender in the Country.

ALLEN, MARY, widow, innkeeper, Burston. Pet. July 15. Reg. & O. A. Harris. Sol. Scargill, Luton. Sur. Aug. 2.
 BATTEN, EDWARD LLOYD, surgeon, Bath. Pet. July 16. Reg. Wilde. O. A. Harris. Sols. Whittington, Gribble, and Gouldsmith, Bristol. Sur. July 30.
 BANKS, WILLIAM, saw maker, Sheffield. Pet. July 13. Reg. & O. A. Harris. Sols. Wake and Rogers. Sol. Micklethwaite, Sheffield. Sur. Aug. 3.
 BELLIS, THOMAS HENRY, innkeeper, Rhyll. Pet. July 16. Reg. & O. A. Harris. Sols. Williams, Rhyll. Sur. Aug. 4.
 BLAIR, JOHN, beerhouse keeper, Brampton. Pet. July 13. Reg. & O. A. Harris. Sols. Wake and Rogers. Sol. Micklethwaite, Sheffield. Sur. Aug. 3.
 BURTON, JOHN, iron, machinist, late Great Malvern. Pet. July 12. Reg. Tudor. O. A. Harris. Sols. James and Griffin, Birmingham. Sur. Aug. 6.
 CLARKE, DEBORAH, huckster-shop keeper, Oldbury. Pet. July 12. Reg. Tudor. O. A. Harris. Sols. James and Griffin, Birmingham. Sur. Aug. 6.
 CLAY, GEORGE HENRY, builder, Cardiff. Pet. July 15. Reg. & O. A. Harris. Sol. Morgan, Cardiff. Sur. Aug. 2.
 COOK, WILLIAM, cabinet maker, Bristol. Pet. July 9. Reg. & O. A. Harris. Sols. Morgan, Cardiff. Sur. Aug. 2.
 COOKE, JOHN, WARNER, miller, Rhyll. Pet. July 13. Reg. Tudor. O. A. Harris. Sols. Maples, Nottingham. Sur. Aug. 3.
 COTTERILL, WILLIAM HENRY, blacksmith, Bloxwich. Pet. July 16. O. A. Harris. Sol. Glover, Walsall. Sur. July 31.
 COTTERILL, WALTER, the merchant, Jarrold and South Shields. Pet. July 13. Reg. Gibson. O. A. Harris. Sols. Faley, Adamson, and Adamson, North Shields. Sur. Aug. 6.
 CHARTREE, ALAN, carrier, Barksland. Pet. July 2. Reg. & O. A. Harris. Sol. Storey, Halifax. Sur. Aug. 3.
 CHURCH, LEONARD, jun., salesman, Ashton-upon-Mersey. Pet. July 14. Reg. & O. A. Harris. Sol. Knight, Manchester. Sur. Aug. 2.
 ENERY, STEPHEN, beerhouse keeper, Pendleton. Pet. July 9. Reg. & O. A. Harris. Sol. Hulton. Sur. July 31.
 EVANS, ADONIAH, coal merchant, Penllhiel. Pet. July 17. O. A. Harris. Sols. Evans and Lockett, Liverpool, agents for Owens Penllhiel. Sur. Aug. 2.
 EVANS, JAMES, ironmonger, Liskeard Village. Pet. July 16. O. A. Harris. Sol. Nordon, Liverpool. Sur. July 30.
 GARDNER, JOHN, jun., clerk, Gloucester. Pet. July 14. Reg. & O. A. Harris. Sol. Jaynes, Gloucester. Sur. July 31.
 GRIFFITHS, WILLIAM, ropemaker, Welshpool. Pet. July 12. Reg. & O. A. Harris. Sol. Jones, Welshpool. Sur. Aug. 2.
 HAMILTON, BENJAMIN, out of business, Hexham. Pet. Feb. 13. Reg. Gibson. O. A. Harris. Sols. Hoyle, Shipley, and Hoyle, Newcastle-on-Tyne. Sur. Aug. 6.
 HARRIS, WILLIAM BOWEN, clerk in holy orders, St. Bride's. Pet. July 17. Reg. Wilde. O. A. Harris. Sols. James, Haverford, and Bramble and Blackburne, Bristol. Sur. July 31.
 HEWISON, GEORGE, auctioneer, Finsbury and Holgate. Pet. July 16. O. A. Harris. Sols. McLaren, York; and Simpson, Leeds. Sur. Aug. 2.
 HURKINS, THOMAS, surgeon dentist, Birmingham. Pet. July 16. Reg. & O. A. Harris. Sols. James and Griffin, Birmingham. Sur. Aug. 4.
 JONES, GEORGE, condaler, Hereford. Pet. July 16. Reg. Tudor. O. A. Harris. Sols. James and Griffin, Birmingham. Sur. Aug. 4.
 JONES, JAMES, carpenter, Hanbrook. Pet. July 10. Reg. & O. A. Harris. Sols. James and Griffin, Birmingham. Sur. Aug. 4.
 LAMPARD, EDWARD, out of business, Liverpool. Pet. July 15. Reg. & O. A. Harris. Sol. Grocott, Liverpool. Sur. Aug. 3.
 LANSBURY, WILLIAM EDWARD, fl-hewer, Ramsgate. Pet. July 16. Reg. & O. A. Harris. Sol. Boring, Ramsgate. Sur. Aug. 5.
 LUCY, LOUISA, spinster, Malvern Wells. Pet. July 12. Reg. Tudor. O. A. Harris. Sols. James and Griffin, Birmingham. Sur. Aug. 4.
 MARKS, GEORGE, carpenter, Christchurch. Pet. July 18. Reg. & O. A. Harris. Sol. Sharp, Christchurch. Sur. Aug. 5.
 MARMENT, GEORGE, beer-seller, Kingston End, near Stroud. Pet. July 15. Reg. & O. A. Harris. Sol. Jackson, Stroud. Sur. Aug. 5.
 MARTIN, EDWARD, out of business, Taunton St. James. Pet. July 15. Reg. & O. A. Harris. Sols. Trenchard and Walsh, Taunton. Sur. July 31.
 MORGAN, JAMES, huckster, late Monkshood, near Usk. Pet. May 16. Reg. Wilde. O. A. Harris. Sols. Llewellyn, near Cowbridge. Sur. July 30.
 MORGAN, WILLIAM, of no business, Llewellyn, near Cowbridge. Pet. July 16. Reg. Wilde. O. A. Harris. Sols. Llewellyn, near Cowbridge; and Henderson and Salmon, Bristol. Sur. July 30.
 MORROW, JAMES OLIVER, in no business, Liverpool. Pet. July 7. O. A. Harris. Sols. Evans and Lockett, Liverpool. Sur. Sept. 15.
 NAYLOR, ARTHUR, commercial traveller, Huddersfield. Pet. July 16. O. A. Harris. Sols. Messrs. Leary, Huddersfield; and Bond and Barwick, Leeds. Sur. Aug. 2.
 OAKES, GEORGE, KNOCK, assistant to a baker, Broseley. Pet. July 13. Reg. & O. A. Harris. Sols. Wells, Liverpool. Sur. Aug. 4.
 PARKER, JAMES, collier, Newhall. Pet. July 14. Reg. & O. A. Harris. Sol. Wilson, Burton-upon-Trent. Sur. Aug. 2.
 PLUMLEY, WILLIAM, carpenter, Christchurch. Pet. July 17. Reg. & O. A. Harris. Sol. Sharp, Christchurch. Sur. Aug. 5.
 ROBB, WILLIAM, tailor, Liskeard. Pet. July 14. Reg. & O. A. Harris. Sol. Hingston, Liskeard. Sur. July 31.
 ROSS, WILLIAM, beerhouse keeper, Abergeenny. Pet. July 16. Reg. & O. A. Harris. Sol. Sayce, Abergeenny. Sur. Aug. 3.
 SANDS, GEORGE, blacksmith, Monkwearmouth. Pet. July 15. Reg. & O. A. Harris. Sol. Clavering, Newcastle-upon-Tyne. Sur. July 31.
 SHARP, BEAMAN, cooper, West Hartlepool. Pet. July 15. Reg. & O. A. Harris. Sol. Hooper, West Hartlepool. Sur. Aug. 2.
 STANLEY, HERBERT, painter, Burton-upon-Trent. Pet. July 15. Reg. Tudor. O. A. Harris. Sol. Allen, Birmingham. Sur. Aug. 6.
 STEPHENS, JAMES, journeyman pork butcher, Landport. Pet. July 15. Reg. & O. A. Harris. Sol. Champ, Portsea. Sur. Aug. 6.
 STODARD, JOHN BRIGGELL, out of business, Bishopwearmouth. Pet. July 14. Reg. & O. A. Harris. Sol. Barker, Sunderland. Sur. July 31.
 STOKES, GEORGE, out of business, Caverswall. Pet. July 16. Reg. & O. A. Harris. Sol. Ward, Longton. Sur. July 31.
 WALKER, JAMES, clerk, Walton-on-the-Hill, near Liverpool, and Ashton-upon-Ribble. Pet. July 10. O. A. Harris. Sols. Yates and Martin, Liverpool, agents for Messrs. Ascroft, Preston. Sur. July 30.
 WESTACOTT, JOHN MARTIN, chemist, Alcester. Pet. July 16. Reg. & O. A. Harris. Sols. New, France, and Garrard, Evesham; and Reace and Harris, Birmingham. Sur. Aug. 6.
 WILLIAMS, OLIVER FRANCIS, painter, Tredegar. Pet. July 16. Reg. & O. A. Harris. Sol. Plews, Merthyr Tydfil. Sur. Aug. 7.

BANKRUPTCIES ANNULLED.

Gazette, July 13.

BAUMAN, CHARLES, builder, Euston-sq. March 22, 1869.
 REYNOLD, WILLIAM, jobmaster, Jernyn-st., and Mason's-yd., Duke-st., St. James's. June 17, 1869.
Gazette, July 16.
 CANNON, GUSTAVE ADOLPHE CHARLOT, commercial clerk, Southwark-bridge-rd. May 30, 1869.
 COCKE, GEORGE JOHN, out of business, High-st., Bow. Oct. 31, 1865.
 NOEL, JOHN, gold chainmaker, Whiskin-st., Clerkenwell, and Ockendon-rd., Islington. Feb. 16, 1869.

Dividends.**BANKRUPTS' ESTATES.**

The Official Assignees are given, to whom apply for the Dividends.

Ayre, T. R. cowkeeper, first, 2s. 3d. Laidman, Newcastle.-Cocker, G. innkeeper, first, 11s. 6d. Carrick, Exeter.-Fut, W. W. printer, on new ponds, 20s. Carrick, Exeter.-Mert, G. chemist, first, 1s. 11d. Carrick, Exeter.-Owen, S. woollen warehouseman, first, 3s. 6d. Pa Ryan, London.-Prest, J. miller, first, 3s. 6d. Laidman, Newcastle.-Sargel, A. T. grocer, first, 4s. Carrick, Exeter.-Smith, S. haberdashier, first, 4s. 9d. Carrick, Exeter.-Tuckle and Martin, glass bottle manufacturers, first, 3s. 13d. Parkyns, London.-Young, J. merchant, first, 11s. 6d. Laidman, Newcastle.

Assignment, Composition, Inspectorship, and Trust Needs.

Gazette, July 16.

BATE, GEORGE JAMES, and SCALLES, JOSEPH, hosiery, Liverpool. June 17. Trusts. T. Mason, Wood-st, Chesapeake, and E. Price, Chesapeake, warehousemen.

BEAN, JOHN FREDERICK, draper, High-st, Deptford. June 20. Trust. T. H. Hickson, draper's assistant, Kingston-on-Thames.

BLENDARD, HENRY, jun., soda water manufacturer, Liverpool. June 20. Trusts. W. Bleard, weaver, Padham, near Burnley, and R. Elliott, engineer, Liverpool.

BROADBENT, JAMES, innkeeper, Congleton. June 14. 2s. 6d. in 3 mos.

CHETTER, THOMAS, draper, Wolverhampton. June 23. 6s. 6d. on July 8.

CLAXTON, WILLIAM RICHARDS, accountant, Liverpool. July 3. In full, with interest, on Jan. 10.

CHAM, ALEXANDER, ironmonger, Newcastle. June 19. 10s. by three equal instalments, in 3, 6, and 9 mos.

CUSHWAY, ISAAC, draper, Green-st, Bethnal-green. May 30. 10s. by four equal instalments, in 3, 6, 9, and 12 mos from April 20.-secured. Trust. S. W. Baggel, accountant, King-st, Chesapeake.

DOBBS, ARTHUR, innkeeper, Lydbrook. June 21. Trusts. T. Morse, miller, and W. Morse, haulier, both Whitecroft.

FISHER, JAMES CHARLES, mantle manufacturer, Westmorland-bldgs, Aldersgate-st. July 2. 7s. 6d. in 1 week. Trust. B. M. Woollan, accountant, Chesapeake.

FORWARD, CHARLES, wine merchant, Brighton. June 23. 5s.-2s. 6d. in 1 and 3 mos.

GRIFFITH, JOHN, builder, New King's-rd, Chelsea. June 15. 5s. 1s. 10d.

GILBERT, DANIEL, hay salesman, Lancaster-st, Southwark. July 8. 4s. on execution.

GOODMAN, JAMES, hosiery, Liverpool. June 18. 13s. 6d. by three equal instalments, in 3, 6, and 9 mos.-secured. Trusts. J. H. Buckingham, silk manufacturer, Wool-st, Chesapeake, and E. Price, warehouseman, Chesapeake.

HALL, WILLIAM, piano forte manufacturer, Devonshire-rd, Hornsey-rd, and Whittington-pl, Highgate-hill. June 22. 5s. by two equal instalments, in 3 and 6 mos.

HARDING, JOHN RICHARD, surgeon, 55, Mark's-court, Nottingham. June 30. 4s. by four equal instalments, in 6, 12, 18, and 30 mos.

HAYCRAFT, FREDERICK TAYLOR, bookseller, Manchester. June 23. 6s. 6d. by two equal instalments on Sept. 23 and Dec. 23.

HENDERSON, MARY ANN, widow, ironmonger, South Shields. July 6. 10s. by equal instalments of 5s. 4d. in 1, 2, 3, 4 mos.

HOVLAND, JOHN, tailor, Scarborough. June 24. Trusts. J. Fisher, brewer, officer, Scarborough, and E. Pullan, and C. Bullivant, cloth merchants, Leeds.

HUNT, VERA DAWSON DE VERE, commission agent, Sandway-lodge, near Hartford, and Merrion, near Dublin. June 15. 1s. in 12 mos.

JOHNSON, WILLIAM HARRIS, accountant, Albion-villa, Tottenham. July 8. In full by four quarterly instalments from Oct. 1, with interest at 4 per cent.

JOHNSON, WILLIAM, cabinetmaker, Heaton Norris. June 23. 10s.-7s. in 1 mo and 3s. in 3 mos.

JOYE, GEORGE, cooper, Basingstoke. June 28. Trust. G. Joyce, jun., cooper, Basingstoke. Sol. King, Basingstoke.

LAVERACK, WILLIAM, ale merchant, Hull. June 18. 6s.-2s. 6d. on July 9 and Oct. 20.

LINLEY, GEORGE, linen-draper, Southampton. June 23. Trusts. T. Cooper, Chesapeake, and W. H. Rowe, Aldermanbury, warehousemen.

LUCAS, SAMUEL HAYHURST, and LUCAS, EDWARD, corn merchants, Great Winchester-st. June 18. 2s. 6d. in 3 mos from May 21.

MANNING, GEORGE, timber merchant, Hope-wharf, Peckham. June 22. 5s. by two equal instalments, on Sept. 21 and Dec. 21.-secured.

MILLS, HUGH, out of business, Cherit in Fitzpaine. June 2. 1s. 6d. in 1 mo. Trusts. G. P. R. Binks, wire net maker, Stratford-st, Millwall, and R. Henderson, clerk, Old Broad-st.

NASH, JOHN, auctioneer, Staines. June 30. 6s. 6d. by two equal instalments on Oct. 30, 1869, and Feb. 23, 1870. Trusts. W. and A. Nash, brush manufacturers, Minto-st, Bermondsey.

PEAK, JOSEPH, screw bolt manufacturer, Manchester. June 17. Trust. J. A. Pollard, iron merchant, Manchester.

PEARCE, WILLIAM SPENCER, farmer, Gringley-on-the-hill. June 21. Trust. M. Parkinson, farmer, Everton.

POWELL, DAVID, grocer, Dowling. June 18. 5s. by two equal instalments, in 3 and 4 mos. Trusts. W. Davies, chandler; D. Owen, publican, both Dowling, and D. C. Gunn, commission agent, Merthyr Tydfil.

REES, ALFRED THOMAS, shipping agent, Clarence-rd, Wood-green. June 17. Trusts. J. Spioer, wholesale stationer, Upper Thames-st, and J. A. Elmlee, tin foil manufacturer, Union-buildings, Leathale.

REES, DAVID, bootmaker, Carmarthen. June 25. 10s. by equal instalments, in 7 and 79 days.-secured. Trust. J. Harris, hatter, Carmarthen.

RICHARDSON, JOHN, grocer, Falmagne. June 17. 5s. by two equal instalments, on July 30 and Oct. 30.-secured. Trust. T. Richardson, farmer, Cloughton Newlands.

ROBERTSON, EDWARD, shopkeeper, Bolton. June 25. 5s. in 1 week. Trust. B. Aldred, accountant, Bolton.

SCHIMMELPENSINCK, ANTOINE LOUIS, Esq., Harrell's Hotel, March 5, 1868, immediately. Trust. C. F. Kemp, accountant, Walbrook.

STONE, HENRY MILLS, wine merchant, Bristol. June 23. Trusts. H. Charlton, wine merchant, and H. Brooks, builder, both Bristol.

TAYLOR, JOHN, nail master, Netherton. June 16. 4s. in 14 days.

WARREN, THOMAS, and WARREN, EDWARD, grocers, Coddemham. June 22. Trust. T. Bennett, grocer, Ipswich.

WHEELER, JOHN, saddler, Basingstoke. June 17. Trusts. J. Hyde, leather merchant, Finsbury-pl, south, and F. Gottwalds, saddlers' ironmonger, Birmingham.

WORNHAM, JAMES, hairdresser, Chatham. June 26. 2s. 6d. in 6 weeks and 3 mos.

YOUNG, THOMAS ADAM, marine engineer, Orchard-pl, Blackwall. June 15. Trusts. J. R. Binks, wire net maker, Stratford-st, Millwall, and R. Henderson, clerk, Old Broad-st.

Gazette, July 20.

ARMSTRONG, JAMES, coal merchant, Manchester, and Irian Hall, near Patricot. June 17. Trust. S. Sowcroft, colliery proprietor, Bolton.

BERRINGTON, WILLIAM, boot manufacturer, Chester. June 28. 10s.-4s. on Sept. 1, and 3s. on March 1, 1870, and 3s. on Sept. 1, 1870. Trusts. R. Shuttleworth, currier, and J. Rodgers, accountant, both Chester.

BEVER, WILLIAM RICHARD, boot manufacturer, Lambeth-walk. June 30. 2s. 6d. in 7 days from registration.

BELL, JANE, cooper, Kingston-upon-Hull. July 15. 6s. in 1 mo from registration. Trust. C. Wilcockson, merchant's clerk, Kingston-upon-Hull.

BROOKS, JAMES, grocer, Cardiff. June 25. Trusts. R. Wood, four merchant, and T. Murphy, provision merchant, both Cardiff.

CHADWICK, JOHN, tailor, Manchester. June 22. Trust. H. Southam, agent, Manchester.

CLUNY, JOHN, dealer in china, Bristol. June 21. Trusts. A. Levy, glass merchant, and H. Taylor, timber merchant, both Bristol.

COOK, SAMUEL, cabinetmaker, New Nicol-st, Bethnal-green. July 14. 5s. by two equal instalments, on Oct. 15, 1869, and Jan. 15, 1870.

DANIELA, JOSEPH, builder, Orickhowall. June 18. Trust. J. W. Price, ironmonger, Abargavenny.

DOWLING, PETER, builder, Gresham-rd, Wandsworth. June 21. 5s. by two equal instalments, on June 21 and Dec. 21.

DUTTON, EDWIN, grocer, Bradford. July 1. Trusts. J. Smith and T. Alderson, wholesale grocers, both Bradford.

ESWORTH, HENRY JOHN, and ALDRIDGE, WILLIAM, merchants, Gresham-st. July 7. 5s. by two equal instalments, in 7 days from registration.

EVANS, WILLIAM, grocer, Congleton. June 12. Trust. T. Hall, miller, Congleton.

FAYER, WILLIAM, baker, Liverpool. July 17. 6s. 6d. by four instalments, 2s. 11, 1, 2, and 3 mos, and 5d. in 12 mos from registration.

FERRIS, WILLIAM, grocer, Monkwearmouth Shore. June 28. Trusts. J. Unthank, drysalter, and G. W. Pearson, wholesale grocer, both Sunderland.

GODLING, ANN NELSON, widow, East Retford. July 8. 10s. in 14 days from registration.

GREEN, HARRIET; GREEN, FREDERICK; and GREEN, ALFRED, printers, Leeds. June 22. 10s. by three equal instalments, in 4, 8, and 12 mos from registration. Trust. S. Fisher, Leeds.

HOBBS, JAMES, builder, Chigwell-rd. June 22. 8s. by two instalments of 4s. 6d. in 10 days, and 3s. 6d. in 3 mos from registration.-last secured. Trust. W. Mabbot, ironmonger, Romford.

IBERTSON, JOSEPH, stonemason, Thornton. June 21. Trusts. J. C. Thornton, and S. Farrar, Southwark, both stone merchants.

JARROLD, JOHN, bootmaker, Brighton. June 22. 6s. 6d. in 28 days. Trust. W. Blackman, writing clerk, Brighton.

KENNA, HENRY, plumber, Brewer's-lane, Richmond. July 14. Trust. C. Lower, accountant, Leeds.

KIRKBRIDE, WILLIAM, chemist, Penrith. June 18. 8s. 6d. in 14 days from registration. Trust. D. Kirkbride, grocer, Penrith.

LALD, RICHARD, monetary agent, Vale-cottage, Muswell-hill. July 16. 5s. by two equal instalments, on Oct. 1, 1869, and Jan. 1, 1870.

LISTER, ALFRED, bootmaker, Roehdale. June 21. 10s. by four equal instalments, in 3, 6, 9, and 12 mos. Trust. I. W. Lister, mill manager, Roehdale, and J. Jowett, publican, Oldham.

MAKRAH, WILLIAM, blacksmith, Newton. July 7. Trusts. A. Plumb, accountant, and C. G. Brett, ironmonger, both Wisbech.

MIDDLETON, JAMES, grocer, Truro. June 18. Trust. E. R. Brown, merchant, Plymouth.

MORLEY, DOWNHART, solicitor's clerk, Leeds. June 21. Trust. C. Lower, accountant, Leeds.

NAYLOR, TIMOTHY, cloth dealer, Clifton. June 30. 3s. 6d. on July 5. Trust. T. Berry, woolstapler, Hookwoodwick.

ORRMOND, JAMES, bricklayer, Manchester. July 12. 3s. in 1 mo, 2s. 6d. in 2 mos, and 1s. 6d. in 3 mos from registration. Trust. W. H. Taylor, packing case maker, Manchester.

PARISH, JOHN, publican, Kidlington. June 21. 1s. on Aug. 17.

RICHARDSON, WILLIAM, boot dealer, Manchester. June 28. Trusts. R. Mountain, boot manufacturer, Leeds, and T. Collier, merchant, Manchester.

RICHARDSON, PHILIP SITTON, vinegar merchant, Railway-arches, Bermondsey. June 17. Trusts. H. A. Redwall, Cannibell-green, and W. Charlesworth, Union-st, Southwark, both cigar manufacturers.

ROBINSON, GEORGE, linen-draper, Winchcomb. June 22. 10s. by four equal instalments, on Sept. 4, Dec. 4, March 4, and June 4.-secured. Trusts. W. Smith, Winchcomb, and W. J. M. Melliss, Fore-st, London, both gentlemen.

ROSE, ROBERT, baker, Star-st, Paddington. July 5. 1s. 6d. on Sept. 1.

SANDY, JOHN, tea dealer, Liverpool. July 10. Trust. E. Pritchard, tea merchant, Liverpool.

SLOANER, WILLIAM, shoemaker, Gannialake. July 5. 2s. by two equal instalments, on Sept. 1 and Nov. 1.-secured. Trusts. T. Palmer, carrier, Tevisstock, and J. Gimblett, shoemaker, Kirkboure.

SMART, STANHOPE, Dalton, near Huddersfield, and HARDESTY JOHN, Shelley, both yarn spinners. June 23. 6s. in 7 days from registration.

SMITH, DANIEL, The Rev., clerk in holy orders, Egremont. June 22. In full by instalments of 150s. a year. Trusts. J. Syme, surgeon, Egremont, and W. White, shoemaker, Whitehaven.

SOLOMON, WILLIAM, shoemaker, Truro. June 14. Trust. S. Hudd, leather factor, Bristol.

SPENCE, GEORGE, grocer, Fell-st, Wood-st. June 28. 10s. by two equal instalments, first on registration, and second in 3 mos.-secured. Trust. W. Izard, accountant, Fenchurch-st.

STARFIELD, LUKE, alder, Spitaland. June 7. Trust. G. H. Robinson, corn dealer, Baccup.

TAYLOR, JAMES WHILEY, and STEPHENS, SAMUEL HANNAH, iron merchants, Peabody-bldgs, Bishopsgate. June 18. 7s. 6d. by three equal instalments, in 3, 6, and 9 mos from registration. Trusts. G. J. Taylor, East Ham, and I. Stephens, Dawlish, both gentlemen.

TAYLOR, EDWARD, sen., and TAYLOR, EDWARD, jun., spinners, East Coker, near Yeovil. June 21. 12s. by four equal instalments, in 3, 6, 9, and 12 mos from May 12.-last secured. Trusts. J. Todd, merchant, Alhallowes-chmbs, Lombard-st, and J. P. Suttill, yarn manufacturer, Pymore, near Bridport.

WALTERS, DANIEL, tailor, Loughor. June 30. 12s. 6d. by three equal instalments, in 3, 6, and 9 mos. Trust. W. Walters, colliery overman, Ferndale, near Pontypridd.

WARREN, THOMAS, and WARREN, EDWARD, grocers, Coddemham. June 22. Trusts. T. Bennett, grocer, Ipswich.

WALLIS, ABRAHAM, corn merchant, Ipswich. June 28. Trusts. W. H. Pim, jun., Leadenhall-st, and B. Brandt, Palmerston-bldgs, both merchants.

WILSON, FREDERICK, gold laceman, King William-st. June 4. Trust. F. Stanton, gold thread spinner, Lewisham.

BIRTHS, MARRIAGES AND DEATHS.**BIRTHS.**

BRAND.-On the 16th inst., at Plumstead-common, Kent, Mr. Marwood K. Brand, of a son.

LATHAM.-On the 16th inst., at Surbiton, the wife of Wm. Latham, Esq., of Lincoln's-inn, of a daughter.

ROBBS.-On the 16th inst., at Brigg, the wife of Deane Robbs, solicitor, of a daughter.

MARRIAGES.

FITZMAURICE-BOYERSON.-On the 15th inst., at the Church of St. Michael and All Angels, Bellingham, John Gerald Fitzmaurice, of the Inner Temple, barrister-at-law, to Florence Augusta Marian, only daughter of the late Thomas Adolph Boyerson, Esq., and granddaughter of the late Francis Brinkley Esq., of Lapey, in the county of Stafford.

LEE-WOODS.-On the 15th inst., at St. Luke's Church, Chalm William Hans, younger son of the late Francis Valentine Le barrister-at-law, late of Cayham Court, in the county of Salis Esq., to Ellen Lena, only daughter of George Woods, Esq., of the county of Stafford.

PROCTOR-KENDALL.-On the 15th inst., at the Parish Church, Hampstead, James Proctor, Esq., late of Manchester, Elizabeth, widow of John Kendall, jun., Esq., formerly Gray's-inn-square.

DEATH.

RULE.-On the 15th inst., at his residence, 21 Sale-street, Co. Dub., Bridget, Mrs. Fredk. Rule, for nearly thirteen years faithful clerk of Mr. Thomas James Clark, Q.C.

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FORMS, SCHEDULES OF COSTS, AND A COPIOUS INDEX.

By JOHN SHORTT and EDWYN JONES, Esquires,

Barristers-at-Law.

LONDON: 10, WELLINGTON-STREET, STRAND, W.C.

any right on the common which would prevent the lord from enclosing would be absurd. The rights of freeholders are doubtful and limited, whilst commoners are few. However, we shall be pleased to see the case fought out, but we trust that the parties will be better advised than to go into a court of equity, from which the Hampstead commoners have been so recently relegated to a court of common law.

PROSECUTION FEES.

THE effect of the Treasury Circular was not quite correctly described. It stated that some difficulty had arisen in framing the accounts consequent upon the fees to counsel being returned in a lump sum, and its instructions were, that when the amount exceeded a guinea, particulars of the excess and the reasons for it should be stated, mainly that it might be known if more than one counsel had been engaged, though it is probable that this precaution contemplated also some check upon the amount of each fee. We understand that the Clerks of Assize have put a liberal interpretation upon it, and have made no alteration in their usual allowances to counsel. This is as it should be.

THE BANKRUPTCY BILL.

THE Lords Committee has made very few alterations in the Bill as sent from the Commons, and those amendments have been accepted, so the Bill will be law in a few days. Some objections were made to the power of imprisonment by the County Courts, but no formal motion was mentioned; and the Imprisonment for Debt Bill is also secured. The ATTORNEY-GENERAL carries off the honours of the Session next after his leader. He has done what so many of his predecessors had attempted, but failed to do. Experience alone can prove if the novel system now to be introduced will suffice to secure better dividends and deter debtors from cheating their creditors. All bankruptcy law having failed hitherto, it is impossible to feel confident as to the working of this one. A law that has so long baffled lawyers and statesmen, and which no change appears to mend, almost points to the conclusion that it is fundamentally wrong, and that the subject-matter of it is not within the proper province of jurisprudence. We shall watch with much interest the operations of this latest phase of bankruptcy legislation, and keep our readers informed upon the practice under the new law.

THE PLACE OF THE PEERS.

THE settlement of the Irish Church Bill has done one very important service; it has distinctly defined the position which the House of Lords actually occupies in the Constitution. Theoretically the Peers hold co-equal Legislative power and authority with the Commons and the Crown. But, in practice, equality of powers in a State is impossible, for its sole result must be a dead-lock. A dogma with politicians, it has never existed in fact; in the pre-Reform era the Lords really ruled through the Commons, whom they commanded, and as for the Crown, its veto being never used, its strength has been never proved, and if it were now to be exerted by any improbable contingency, it is not difficult to prophesy what would come of it. The recent struggle between the Lords and the Commons has ended as all reflecting men knew from the beginning that it must; the Lords have eloquently and ably stated their objections to the bill, alike to its principles and to its details; but it has submitted gracefully to the will of the country, as constitutionally declared, conceding the principles it detested and somewhat modifying the details. The precedent is as complete and effective for future legislation as if an Act for defining the powers of the House of Lords had been formally passed by both Houses and received the Royal assent. Henceforth the province of the Peers cannot be disputed, even by themselves. The Lords will be ruled by the distinctly expressed will of the country. Their privilege of veto will be distinctly limited to cases in which that opinion is not clear and decided, or where sufficient time has not been given for consideration. Even then it will be merely a suspensive veto—to afford reasonable time and opportunity for ascertaining the public mind. But it is fairly within their province to deliberate upon and modify the details of measures; with the single proviso that they do not thereby

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indirectly disturb the principles on which they are constructed.

It is much to have this not merely asserted, by political philosophers, but solemnly acknowledged by the peers themselves. It will secure them in their place for many years to come, and relieve them from the imminent danger to which conflict with the Commons would have exposed them.

The entire history of the Irish Church Bill has been of the utmost interest to constitutional lawyers, who have watched its progress with a curious anxiety to witness the practical working of our legislative machinery under the new conditions that have so entirely shifted the balance of power. It was impossible not to feel much alarm lest a reluctance not to recognise those new conditions might bring about a collision in which more than one institution would have been wrecked. That danger has been avoided by the good sense of the Peers. Only they who are accustomed to reflection and who had fully realised to themselves how much was in issue, will fully appreciate the patriotism and the courage that induced Lord GRANVILLE and Lord CAIRNS to meet on that evening which will be ever memorable in the history of England, and to agree upon an arrangement by which the future place of the Peers was practically determined, and probably a revolution averted.

REGISTRATION.

THE Commons Committee has just made a fresh report, recommending divers improvements in the machinery for registration of electors. It is proposed to be entrusted to a union officer, whose business it shall be to make out the lists for every parish, for which purpose he is not to consult the rate-book only, but to make personal inquiries, especially into the claims of lodgers and persons not on the rate-book. Notices of claim and objection are to be sent to him in the first instance, and he is to be allowed a month to investigate them, and then to publish a list of them, stating whether each is approved or disapproved by himself. His decision is not to be binding upon the parties; but it is probable that in the great majority of cases it will be accepted, and thus the hearing at the revision court will be practically limited to cases in which the registering officer is doubtful, or his opinion is disputed. It is further proposed that the revising barristers should be appointed at the spring circuit, and that they should instruct the registrar on any questions of law that may arise. There is, however, an obvious objection to this. The revising barrister will be required to adjudicate on his own "opinions." The cases stated to him by the registrar will be of necessity more or less *ex parte*. At the hearing there will be new facts and arguments, and he may be required to decide against his former views, a process that might subject him to unpleasant comments, and possibly even bias his judgment. The difficulty might be avoided by the barrister being appointed to advise in a neighbouring division, and not in his own.

Upon the whole the propositions are practical, and a decided improvement upon the present system.

ARREST AND DETENTION OF BANKRUPTS.

WE have recently had occasion to notice the various cases which have been decided upon the question relating to the effect of a certificate of the registration of a creditor's deed in cases of arrest or possession on behalf of a creditor. But in those cases no question arose as to the penalties to be inflicted on the officer who should wrongfully detain a bankrupt. This matter, however, has been investigated in the recent case of *Myers v. Veitch*, 20 L. T. Rep. N. S. 848, Q. B., which was decided on the 113th section of the Consolidation Act of 1849, taken with the 198th section of the Bankruptcy Act 1861. The section of the former Act relates to the detention of a bankrupt after protection by order of the Court of Bankruptcy, and that of the latter Act makes a certificate of the filing and registration of a deed "available to the debtor for all purposes as a protection in bankruptcy."

The facts of the case were these: The plaintiff had executed and duly registered a deed of composition, and received a certificate of the filing and registration of the deed, under the

hand of the chief registrar and seal of the court. Afterwards the plaintiff was arrested by a sheriff's officer at the suit of a creditor, and was lodged in Walton gaol. Thereupon he produced to the defendant the certificate of the registration of the deed of composition, and gave him a copy of the same. The defendant did not, however, release him from custody, and the plaintiff consequently sought, under the 113th section of the Bankruptcy Act 1849, to enforce against him the penalty of 5*l.* for each day that he was detained after he had shown the defendant his certificate. At the trial for this wrongful detention, a verdict was entered for the plaintiff, subject to leave to move to enter a verdict for the defendant or a nonsuit, on the ground that the 113th section imposed a penalty only on the officer who arrested, and not on the gaoler who detained, a bankrupt.

The words of the Consolidation Act say that if a bankrupt after he is arrested shall show his order of protection to the official who arrested him, &c., he shall be discharged, and goes on to make this penal enactment, that "if any officer shall detain any such bankrupt after he shall have shown such protection to him, except for so long as shall be necessary for obtaining a copy of the same, such officer shall forfeit to such bankrupt, for his own use, the sum of five pounds for every day he shall detain such bankrupt, to be recovered by action of debt in any court of record at Westminster, in the name of such bankrupt with full costs of suit."

The decision upon this is important, namely, that the words "any officer" refer only to the arresting officer, and not to a gaoler who carries out his duty in detaining a person committed to his custody. That there was a doubt upon the point is of course clear, because the argument is forcible that the words "any officer" should have a more extended signification than as referring only to the one officer arresting. Mr. Justice Blackburn said, in giving judgment: "It is sought to bring in a double intendment, viz., first that power is given the gaoler to discharge summarily the bankrupt on production of his certificate, and secondly that because he has that power to discharge, the penal portion of the enactment is to be construed as applying to him. This would, I think, be putting a wrong construction on the section. I think the penalty is imposed only on the sheriff's officer who arrests the bankrupt and refuses to discharge him after being shown his certificate; but I do not think that when the bankrupt is once lodged in the gaol the enactment applies any further." The rest of the court agreed, and we have therefore a decision which will prove very useful until imprisonment for debt is abolished.

THE NEW LAWS OF THE SESSION.

V.—RECORDERS' DEPUTIES.

(32 & 33 Vict. c. 23.)

RECORDERS are empowered by the Municipal Act to appoint deputies in case of unavoidable absence; but this power does not extend to their presidency in local courts by virtue of their office.

This statute is designed to remove that defect, and it provides that in every borough in which, by charter or otherwise, there is a Court of Record for the trial of civil actions, of which the Recorder is the Judge, he may, in case of sickness or unavoidable absence, appoint a barrister of not less than five years' standing to be his deputy at the court then next to be held; and the Recorder is forthwith to send to the Secretary of State a statement of the reason why such appointment has become necessary.

VI.—NEWSPAPERS, PRINTERS, AND READING ROOMS.

(32 & 33 Vict. c. 24.)

The purpose of this Act is to repeal a large number of the regulations that were supposed to affect inconveniently the publishers of newspapers, printers, and the keepers of reading rooms. It came into operation on July 12.

It effects its object in a perfectly novel fashion. It repeals divers Acts named in the first schedule except as to certain parts of them set out in the second schedule. This is a very convenient arrangement, for thus we have all the existing law practically re-enacted, and so are enabled at once to see what remains of the original statutes without the trouble of comparing them with the existing Act, and cutting out the repealed portions.

We gather from the sections here set out that newspapers and printing offices are no longer required to be registered. But printers must keep a copy of every paper they print, and write thereon the name and abode of their employer. Discovery of the proprietors, printers, and publishers of newspapers may be enforced by bill for the purpose of any action for libel. The penalty is continued upon printers for not printing their name and residence on every paper or book, and on persons publishing the same.

(To be continued.)

THE POLICE AND THE PUBLIC.

IN the Haymarket, at twelve o'clock at night three young men were arrested by the police for making a disturbance in the street. Three policemen swore positively that the youths were very disorderly. They protested that they were quite sober; that they had stopped merely to call a cab, and that they were perfectly quiet and orderly; and they called witnesses to prove that they had just left a bank in which they were clerks, and where they had been detained at work. Mr. KNOX dismissed the case, said he did not believe the policemen, and added that the youths left the court without reproach.

Questioned upon it in the House of Commons, Mr. BRUCE said that the Chief Commissioner has inquired into the circumstances; that the policemen implicated had been long in the service, were held in high esteem, and had been placed at the troublesome post of the Haymarket as being specially fitted by temper and experience for the peculiar duties of such a district. He added, that the proper course would be for the defendants to indict them for perjury, and then the question whether they or the defendants had told the truth would be tried by a competent authority.

Undoubtedly the probabilities are in favour of the policemen's story. It is, to say the least of it, extremely improbable that policemen of good character and long experience should wantonly accuse three young men quietly calling a cab of creating a disturbance. What possible motive could have induced such a causeless complaint? And even if they had been mistaken, peaceable young men would not have made a row with them. On the other hand, the defendants had the strongest motives for contradiction, their situations being at stake, and each being naturally eager to exculpate the other. It may be that the police do sometimes support each other's evidence by hard swearing, and this might have been the motive for their agreement in the narrative of the transaction; but when there are equal motives for error on both sides, the judge and the public must, in the absence of independent witnesses, look at the probabilities of the case, and here, we must say, they are all in favour of credit being given to the policemen, whose previously good character is, to a large extent, not merely a guarantee that they were telling the truth, but making it extremely improbable that such officers, wholly without provocation or cause of offence, should have attacked three well-conducted young gentlemen walking quietly down the Haymarket, and taken them into custody for no offence whatever.

GUARANTEES.

NOTWITHSTANDING all the litigation which has taken place with reference to guarantees, they are probably just in as unsatisfactory a condition as ever they were. As remarked by Chief Justice Bovill, in *Chalmers v. Victors*, 18 L. T. Rep. N. S. 481, C. P.: "It is extremely difficult to reconcile the cases which have been decided concerning continuing guarantees." But although there is no principle to guide us, it may be useful to examine the facts of a few of the more recent cases.

The above case of *Chalmers v. Victors* was one in which the question of continuing guarantees was very much discussed. There the guarantee was as follows: "Isaac Victors hereby engages to be responsible for liabilities incurred by Messrs. Mendoza and Vogel to the extent of 50*l.* to Messrs. Andrew Chalmers and Co." It bore date the 29th Jan. 1867. For the plaintiff it was argued that this was a continuing guarantee, *Wood v. Priestner*, 15 L. T. Rep. N. S. 317, being cited in support. We will compare the two cases. In *Wood v. Priestner*, the guarantee was as follows: "In consideration of the credit given by Messrs. The Hindley

Green Coal Company to my son, Mr. James Priestner, for coal supplied by them to him, I hereby hold myself as a guarantee to them for the sum of 100*l.*, and in default of his non-payment of any accounts due, I bind myself by this note to pay to the Hindley Green Coal Company whatever may be owing to an amount not exceeding the sum of 100*l.*" This was considered by Mr. Baron Martin by no means a clear case in favour of the continuing nature of the guarantee, but his Lordship concurred in so holding, and this judgment was affirmed by a full court of appeal. Much turned in both courts on the expression used "credit given." In the court below Chief Baron Kelly said, "If this had been a guarantee the consideration for which was to be the credit which had been already actually given, or if it had been intended to be confined to the amount for which the credit had been given, and it had been the real consideration that the plaintiffs should forbear to sue for that amount one would suppose that instead of expressing it 'in consideration of the credit given,' it would have been 'in consideration of time given to my son for payment of the amount which is due from him' (and the time being specified), 'I undertake to guarantee the amount so due.'" So in the Exchequer Chamber Mr. Justice Willes said (L. Rep. 2 Ex. 283), "This guarantee was given in favour of the defendant's son, a person who had previously had a monthly credit given to him by the plaintiffs. He was desirous of having that credit given again, and accordingly obtained this guarantee. It commences with the words, 'In consideration of the credit given by Messrs. the Hindley Green Coal Company to my son,' and these words appear applicable to the same credit already given, continued. At the outset, then, the guarantee refers to a credit given and continued."

The further question arises on the statement of the account. As noticed by Chief Baron Kelly, the guarantee in *Wood v. Priestner* used these words, "I hereby hold myself responsible as a guarantee to them for the sum of 100*l.*, and in default of his non-payment of any account due I bind myself to pay . . . whatever may be owing, to an amount not exceeding the sum of 100*l.*" His Lordship held the natural meaning of these words to be, "I guarantee payment to the extent of 100*l.*" Mr. Justice Willes, in the court of error, refers to the expression, "in default of non-payment of any accounts due"—an expression, he observed, which might be limited to any accounts then due, but which seemed rather to refer to anything which might be due on the current account between the parties. And he followed these remarks by referring to the passage dealt with by Chief Baron Kelly. "The guarantee," said his Lordship, "then binds the defendant to pay whatever may be owing; words which again might possibly be applied to whatever might be owing upon accounts between the parties being struck. They seem to us, however, to apply rather to a future state of things. Under these circumstances, the natural construction appears to be that the surety should be answerable for whatever might become due on the accounts to the extent of 100*l.*"

Turning back to *Chalmers v. Victors*, we find the very greatest weight given to surrounding circumstances, so much so indeed that they were taken as overriding the more natural construction of the instrument. Chief Justice Bovill said, that "reading the document in its ordinary sense, it seems to apply to a past consideration." Subsequently he says, "We find that Messrs. Mendoza and Vogel were indebted to the plaintiffs in the sum of 41*l.* 11*s.* 2*d.*; now the guarantee was for 50*l.*; that is, therefore, a circumstance calculated to raise a probability of the defendant's intention to cover something beyond the then existing liability." And Mr. Justice Byles said, that although it had been justly remarked in the argument that there was nothing to show that the defendant knew the state of the accounts between the plaintiffs and their debtors, yet upon the facts and the ambiguous terms of the undertaking, it was open to either party to show what were the surrounding circumstances.

Another illustration of the difficulties attaching to this question is afforded by the case of *Lewis, P. O. of the Union Bank v. Scholefield*, at p. 585 of the current volume of our reports. There the guarantee ran thus:—"In con-

agreeing to advance, and advancing to the firm of Russell and Co., any sum or sums of money they may require during the next eighteen months, not exceeding in the whole the sum of 1000*l.*, we hereby jointly and severally guarantee the payment of any such sum that may be owing to the said bank at the expiration of the said period of eighteen months, and undertake to pay the same on demand in the event of the said firm of Messrs. Russell and Co. making default in the payment of the same."

It was argued for the defendant that there was no case in which a construction had been put upon a document worded in this way, and that in the strict grammatical sense it was a guarantee for the amount due at the end of eighteen months, provided that the bank advanced no more than 1000*l.* in that time. But Mr. Justice Byles said that it was necessary to look at the relative positions of the parties, and this he did in the following way:—"It is plain," he said, "that the party guaranteed contemplated the opening of a bank account for eighteen months, and comparing the terms of this document with those of others which have been decided by the authorities, I think this is clearly a continuing guarantee for each successive balance during the lapse of the time mentioned. There is, however, this difficulty; in reading the first part in the strict grammatical sense the intention of Messrs. Russell and Co. is entirely nullified; for a person purposing to pay into and draw out of a bank would not be likely to limit the amount of his transactions on either side to the amount of the balance guaranteed. And reading the first part in conjunction with the latter part, the sum of 1000*l.* seems to be mentioned in the wrong place if the purpose intended be to limit the amount of the guarantors' liability to that sum. This, however, must be the purpose intended, and the true construction of the document is that the persons signing the guarantee made themselves liable for 1000*l.* of Messrs. Russell's debt to the bank, whatever it might be at the end of the eighteen months." This may be important as a precedent in cases of guarantees to bankers.

In all cases of this nature the ruling of Baron Bayley in *Nicholson v. Paget*, 1 C. & M. 48, has been approvingly recognised. "Now this," he said, "is a contract of guarantee, which is a contract of a peculiar description; for it is not a contract which a party is entering into for the payment of his own debt, or on his own behalf, but it is a contract which he is entering into for a third person; and we think it is the duty of the party who takes such a security to see that it is couched in such words that the party so giving it may distinctly understand to what extent he is binding himself." This is a sound doctrine beyond a doubt, but then we come to the question what is to be considered a binding security, and the cases we have cited show that it is not a question which can be easily answered by persons untrained to weighing the meaning of words. Consequently we assume that where guarantees are drawn without the aid of lawyers, they will continue to be a source of litigation.

OBSCENE PUBLICATIONS.

A SINGULAR application has been made to Mr. FLOWERS, at Bow-street, by the Society for the Suppression of Vice.

The following report sufficiently explains the facts:

Mr. Collette, solicitor to the Society for the Suppression of Vice, attended before Mr. Flowers to apply for an order for the destruction of two obscene paintings, and Mr. George Lewis, of the firm of Lewis and Lewis, of Ely-place, appeared on the part of the owner of the pictures to resist the application. Mr. Collette said that on the 10th May a warrant was granted under Lord Campbell's Act against Sydney Powell, occupying a shop in Chandos-street, Covent-garden, upon whose premises were seized a quantity of indecent photographs, prints, &c., and the two obscene pictures now in question. Before the seizure the police had an interview with Powell, and an offer was made of 100 guineas for the two pictures, which he refused. The next day the police went again, and Powell said the price was 150 guineas, but this time the warrant was produced, and they and the other articles already referred to were seized. The case was sent for trial, and again taken up by the Society for the Suppression of Vice. It came before the Assistant Judge, and upon being opened by Mr. Bland, for the prosecution, the prisoner Powell pleaded "Guilty"

to having sold or offered for sale the small pictures, but not to having exposed for sale the large paintings. Upon that the case as to the large paintings was not gone into, but with reference to the others he was sentenced to eighteen months' imprisonment. Mr. Poland then applied for leave to destroy these paintings, but the Judge said that as the case with reference to them did not come before him, he had no legal knowledge of them, and could not give any order. He now contended that as the man Powell had not actually been tried upon any charge arising out of these two paintings, and as the Judge had declared that he had no power to deal with them, the case stood with reference to them in the same position as when the case was first before the court. By Lord Campbell's Act the magistrate had power to order pictures of an obscene nature to be destroyed. A gentleman, who was alleged to be the owner, was now present; but it appeared to him that the magistrate could have no difficulty in deciding that the paintings were obscene, and he should therefore apply for the order for their destruction. Mr. Lewis said the two pictures in question were painted by Bouchet, a French artist of the highest eminence. They were not more indecent than many other magnificent works of art preserved in our national collections. They were old paintings, valued at 200 guineas, and he trusted the magistrate would pause before ordering them to be destroyed. The owner was a gentleman of high social position, who would not have allowed them to be used for any improper purpose. He was present, but there was no necessity to mention his name, which, he believed, Mr. Collette did not desire to force into publicity. Mr. Collette said he had no proof before him as to that gentleman being the owner of the paintings. Mr. Lewis said that when Powell was apprehended he did not pretend that he had any authority to sell these paintings; but said they were entrusted to him to clean and re-frame, which, indeed was the truth. Upon hearing that the defendant had been making a bad use of these pictures the owner had instructed him to attend at this court and give every facility to the prosecutor. Mr. Lewis said he had never made any secret as to who was the owner of the painting. He remarked that all the charges were included in one indictment, and all to which the defendant did not plead guilty fell to the ground, which was tantamount to an acquittal on those counts. Mr. Flowers said that however old the paintings might be, and however excellent they might to some persons appear as works of art, it seemed to him that the details which most offended against decency formed no part of the original paintings, but had been recently added. However, he could not see that he had any power in the case, and he must decline to make any order either for the destruction or surrender of the paintings.

Two questions are involved in this. Does Lord CAMPBELL'S Act extend to works of art? Does it apply to works not publicly sold or exhibited?

It does not appear to have been denied that the pictures in question were the production of a famous French artist, and valued and valuable as works of art, and they were proved to be the property of a private gentleman, who had sent them to be cleaned, and not that of a vendor of obscene publications. The law empowers the court to order the destruction of any obscene works brought under its cognisance. Here one point was, whether the pictures in question were within the cognisance of the court, they not being the subject-matter of the particular charge. It can scarcely be doubted that they were not before the court in the manner designed by the statute. But, however this may be, the second question is far more important. Does the Act extend to works of art designed as art, and not produced for obscene purposes? If every erotic picture is within the statute, no place and no person would be safe. The police should make a raid on the National Gallery; nor should the Royal Academy be spared, for certainly the naked Hero hailing Leander from the watchtower would be in execution be within the statute, and could only plead in defence that it was a work of art, and that art sanctions the nude. The boundary line between obscenity and erotic art is very difficult to draw, and perhaps the safest rule would be to look at the intention. This may be gathered from the character of the artist and the style of the work. The same subject in different hands might be perfectly pure or offensively obscene, and from the manner of the artist a fair judgment might be formed of his intent. We are glad Mr. FLOWERS refused the order in this case, for the precedent would be fraught with danger. There are few magistrates to whom such a power could be safely entrusted.

DIGEST OF SHIPPING LAW CASES FROM 1860 TO 1864.

Edited by F. O. CAUMER, Esq., Barrister-at-Law.

ABANDONING SHIP (CREW).

1. *Dissolution of agreement with crew—Abandoning ship at sea—Dismissal by master—Duty to stay by and assist at salvage.*—A contract with seamen may be dissolved either by abandonment of the vessel or by the master dismissing the crew from his employment if he thinks fit, and there are in his judgment reasons for so doing. Where it is improbable that the ship can ever be rescued it is still the duty of the crew to stay by her when ashore, and assist in saving as much as possible of the ship and cargo, and the dissolution of a contract in such a case will be viewed with suspicion by the court: (*The Florence*, 16 Jur. 576; and *The Neptune*, 1 Hagg. 236 followed.) Reward for salvage services rendered by crew in saving cargo, the master having given them their discharge: (*The Warrior*, A. C. March 11, 1863; 1 Mar. Law Cas. 204; 6 L. T. Rep. N. S. 133; 4 Law Dig. N. S. 813. See Digest of Maritime Law Cases 1837 to 1860, No. 1.)

ADMIRALTY COURT.

I. JURISDICTION.

II. PRACTICE AND PLEADING, &c.

I. Jurisdiction.

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1. *Damage by foreign ship—Arrest—Release.*—If defendants give an absolute appearance to an action, they cannot afterwards be allowed to take a mere formal objection to the jurisdiction. The plaintiffs, relying upon the absolute appearance, had allowed the ship to be released on bail.

Damage was done by a foreign ship to a barge in the river Thames. The court held that it had jurisdiction in such a case by virtue of the 527th and following sections of the Merchant Shipping Act 1854: (*The Bilbao*, A. C. Nov. 3, 1860; 1 Mar. Law Cas. 5; 3 L. T. Rep. N. S. 338.)

2. *Prize proceedings—Capture after cessation of war—Delay of six years in bringing action—Monition—Case relative to damages for improper detention of cargo during war.*—The court has jurisdiction to entertain prize proceedings, though the suit be instituted after the war has ceased. The court has sometimes had to adjudicate upon cases where the capture itself took place after the cessation of war. The form of monition in such a case should be a monition to proceed to adjudication. Application to proceed to adjudication after the lapse of six years refused: (*The Katharina*, A. C. Nov. 8, 1860; 1 Mar. Law Cas. 9; 30 L. J. 21; 3 L. T. Rep. N. S. 597.)

3. *Wages of seamen—Special agreement—Claim of master for wages, board, and pilotage, by customary right—Costs.*—The court has not jurisdiction to decree payment of a claim for wages of seamen, &c., founded on customary right or special agreement. A claim was made by the late master of a ship under a special agreement with the owners for wages, board, and pilotage. The claim for wages was entertained, but not that for pilotage and board. No costs given. *The Tecumseh*, 3 W. Rob. 109, followed by the court: (*The Enterprise*, A. C. (Ireland), 1860; 1 Mar. Law Cas. 153; 5 L. T. Rep. N. S. 29.)

4. *Special contract with seamen—Wages—Claim of mate for wages and allowance for managing*

ship's accounts—Merchant Shipping Act, s. 189—24 Vict. c. 10.—Prior to 24 Vict. c. 10 the Admiralty Court had not jurisdiction over a contract differing from the ordinary seamen's contract for wages. Where, therefore, the mate of a ship proceeded for recovery of wages, and also for an allowance for managing the ship's accounts, and superintending disbursements, the case was dismissed, but without costs. Suit opposed by a mortgagee. The wages not amounting to 50l. could not, under the 189th section of the Merchant Shipping Act, be pronounced for. Act 24 Vict. c. 10 about to be passed to remedy this defect in the court's jurisdiction: (*The Harriet*, A. C. March 21, 1861; 1 Mar. Law Cas. 152; 5 L. T. Rep. N. S. 210.)

5. *Admiralty Court Act—Collision—Loss of life—Citation in rem against foreign ship—Bennett v. Moita.*—The court has jurisdiction under the Admiralty Court Act 1861, s. 7, in case of collision between foreign and British vessels within three miles of the coast, attended by loss of life or personal injury. Citation in rem issued against an American vessel for compensation in respect of loss of life: (*The Borodino*, A. C. Nov. 12, 1861; 1 Mar. Law Cas. 155.)

6. *Collision—Damage to barge within the body of a county—15 Rich. 2, c. 3 (Admiralty Court Act) s. 7.*—The court has jurisdiction under the Admiralty Court Act 1861, s. 7, in case of damage by sea-going vessel to a barge "within the body of a county." These objectionable words used in the stat. Rich. 2, and which have given rise to continual difficulties do not occur in the Admiralty Court Act, which gives the court the utmost jurisdiction in collision cases: (*The Malvina*, A. C. April 29, 1862; 1 Mar. Law Cas. 218; J. C. P. C., April 13, 1863; 1 Mar. Law Cas. 341; 31 L. J. 113, Adm.; 9 Jur. N. S. 527, P. C.; 8 L. T. Rep. N. S. 403.)

7. *Collision—Damage to vessel towed by steam tug through misconduct of steam tug—The Admiralty Court Act, sect. 7.*—A vessel towed by a steam tug was, by the misconduct of the tug, brought into collision with another vessel, and thereby received damage. Having regard to the decision in *The Julia*, 1 Lush. 224, the court held that the action by the vessel against the tug would lie, irrespective of the Admiralty Court Act 1861, sect. 7: (*The Night Watch*, A. C. Nov. 4, 1862; 1 Mar. Law Cas. 260; 32 L. J. 47; 7 L. T. Rep. N. S. 396.)

8. *Collision between English and foreign ships abroad—Admiralty Court Act, s. 7—American law—De Lovio v. Boit.*—The court has jurisdiction in case of a collision between English and Irish vessels in the Great North Holland Canal. Construction of 7th section of Admiralty Court Act (24 Vict. c. 10). It is no objection to the exercise of admiralty jurisdiction that there is a remedy at common law. The American courts, which have taken their practice and leading principles from us, have considered the English decisions restricting the jurisdiction of the Admiralty Court not binding upon them: (see American case of *De Lovio v. Boit*, 2 Gallison, 470; *The Diana*, A. C. Nov. 4, 1862; 1 Mar. Law Cas. 261; 32 L. J. 57; 9 Jur. N. S. 26; 7 L. T. Rep. N. S. 397.)

9. *Salvage—Agreement—Costs—Sum claimed—Disputes as to amount of salvage—Construction of Merchant Shipping Act, s. 460, and Merchant Shipping Amendment Act, s. 49.*—The court has no jurisdiction where the sum claimed does not exceed 200l., and the services were rendered within three miles of the shore of the United Kingdom, or where the property saved does not exceed the value of 1000l. By the words "the sum claimed" is meant the amount asked for before any legal proceedings have been commenced. The jurisdiction of justices under the Act of 1862, where the amount does not exceed 1000l., excludes the jurisdiction of the Court of Admiralty: (*The William and John*, A. C. Feb. 17 and 24, 1863; 1 Mar. Law Cas. 311; 9 Jur. N. S. 284; 8 L. T. Rep. N. S. 56.)

10. *Disbursements—Claim of master in respect of his liability for wages of crew and necessities—Admiralty Court Act, s. 10.*—The court has not jurisdiction to entertain a claim by a master in respect of his liability for wages due to the crew and for necessities, such matters not being within the meaning of the term "disbursements" in sect. 10 of the Admiralty Court Act 1861. The master has his remedy by personal action against the shipowner: (*The Chieftain*, A. C. March 3, 1863; 1 Mar. Law Cas. 327; 32 L. J. 106; 9 Jur. N. S. 398; 8 L. T. Rep. N. S. 120.)

11. *Necessaries supplied to foreign ship at foreign port—Question between bottomry bondholders and claimants for necessities.*—The court has not jurisdiction under the 4th and 5th sections of the Admiralty Court Act 1861 over a claim for necessities supplied or repairs done to a foreign ship in a foreign port. Advance by Lloyds' Association to defray expenses of repairs and supplies at a foreign port not considered necessities within the meaning of the Act 3 & 4 Vict. c. 65, s. 6. The ship had been sold at the instance of a bottomry bondholder, and the proceeds brought into the

registry: (*The India*, A. C. March 28, 1863; 1 Mar. Law Cas. 390; 32 L. J. 185; 9 Jur. N. S. 417.)

11a. *Ship grounding through misconduct of steam tug towing her.*—Neither by 3 & 4 Vict. c. 65, s. 6, nor by the Admiralty Court Act 1861 (24 Vict. c. 10, s. 7), has the court jurisdiction in suit by owners of ship against a steam-tug which towed her for damage done to the ship by getting aground through the misconduct of the steam-tug. The expressions in the respective Acts, "damage received by any ship," and "damage done by a ship," refer to damage which is the result of collision with another vessel: (*The Robert Peck*, A. C. July 14 and 21, 1863; 1 Mar. Law Cas. 36; 32 L. J. 164; 9 L. T. Rep. N. S. 237.)

12. *Salvage—Valuation of ship—Costs—Merchant Shipping Amendment Act 1862, s. 50.* *Damages—Mala fides or gross negligence on part of salvors.*—Salvors having proceeded against a ship before the Admiralty Court, and arrested the ship without having previously had a valuation of her made in accordance with the Merchant Shipping Amendment Act 1862, sect. 50, and subsequently on affidavits that her value was not 1000l., having released the ship, costs were given by the court. But in accordance with the decision of the Judicial Committee of the Privy Council in the case of the *Evangelismos*, 12 Moore, P. C. C. 352, the court held that it ought not to give damages at instance of the salvors unless there had been mala fides or gross negligence. Cases decided by counsel or commented on by the court: *Tenniscooke v. Pattison*, 3 C. B. 245; and *Lewford Partridge*, 1 H. & N. 622: (*The Kate*, A. C. Jan. 26 and Feb. 2, 1864; 1 Mar. Law Cas. 9; 9 L. T. Rep. N. S. 782.)

2. Practice and Pleading, &c.

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1. *Bottomry—Agency commission, and action on advance—Scrutiny of accounts.*—It is practice of the court in making a decree in favor of a bottomry bond, not to scrutinize too closely the accounts, but to take care to exclude anything which cannot be sustained by evidence either reasonable custom or agreement. A check of 90l. for agency commission, at 4 per cent. value of ship and cargo of linseed, and for commission on advance at Elaineore, was reduced the court to 50l.: (*The Fortuna*, A. C. Ireland, 1861, 1 Mar. Law Cas. 123; 4 L. T. Rep. N. S. 840.)

2. *Wages of master—Set-off—Owner's share salvage received by master.*—All objections should be stated in schedule of deductions claimed by registrar and merchants. In an action by a master to recover his wages, a part of his claim was ten days' double pay. This was objected to as illegal, but did not appear in the schedule of deductions, nor was the point taken before Registrar. It was held that it was irregular bringing the matter before the court, but having regard to the fact that the question was one likely to arise constantly, the court considered, determined it. See the 10th edit. of Abbott referred to. *The Baltimore*, 2 Dods. 136, cited by the court: (*The Princess Helena*, A. C. Jan. 1861, 1 Mar. Law Cas. 108; 30 L. J. 137, Adm.; 4 L. T. Rep. N. S. 869.)

3. *Pleading—Conflicting decisions of Privy Council and Court of Chancery—Master not communicating with owners before granting bottomry bond.*—The Judicial Committee of the Privy Council being the court of last resort and the court of appeal from the Court of Admiralty, the decisions of the court, when conflicting with the decisions of the Court of Chancery, will be accepted by the Court of Admiralty as authority. This court, therefore followed the rule laid down by the Judicial Committee in the case of the *Bonaparte*, that a master before conditioning to give a bottomry bond should, if possible, correspond with the owners of the cargo, as well as with the owners of the ship and receive instructions from them; and that the lender of money on bottomry, before he enters into any engagement to advance, should be cognizant that such communications have taken place

the observations of Lord Cottenham, in *Glascott v. Lamy*, to the contrary notwithstanding. An objection that the master has not, in accordance with this rule, communicated with the owners of cargo before executing a bond affecting their interests, ought to be put prominently forward in the answer to the petition: (*The Olivier*, A. C. March 12 & 18, 1862, 1 Mar. Law Cas. 214.)

Salvage—Costs—Tender—Motion after dismissal of defendants.—It is the practice of the court in salvage cases where the tender does not include an offer to pay costs, not to pronounce in favour of the tender. After the dismissal of defendants and their bail, the court refused to grant a motion for the plaintiffs' costs up to the time of the tender: (*The Countess of Levin*, v. *Wille*, A. C. June 20, 1861; 1 Mar. Law Cas. 34.)

Security for Costs—Wages of foreign master—Consent of consul.—When a foreign seaman sues in the Admiralty Court for his wages, and the consul in this country objects to the proceedings, the court should have immediate notice of that fact, as usually it would not be disposed any longer to entertain the suit. In a suit by a foreign master against the owners of the vessel, upon the application of the defendants he was ordered to give security for costs: (*Nyander v. Barnes*, 6 Hurl. & N. 509, followed. A. C. Oct. 10, 1861; 1 Mar. Law Cas. 155.)

Salvage—Derelict—Moiety—English and American custom—Forfeiture or diminution of reward through misconduct or want of skill of salvors.—It is the practice of the Admiralty Court in awarding remuneration for salvage of derelict to give only such proportion of the value as under the circumstances it deems just and right. Rule giving a moiety of the value now abandoned. Custom in United States to give one-third. In performing salvage services, bad faith, an intention not to do the whole duty, or to protract from improper motives the duration of the service, are acts of wilful misconduct, which forfeit all right to salvage. Salvors, moreover, must possess skill and knowledge sufficient to enable them duly to perform the duties which they undertake in order to entitle them to remuneration: (*The Magdalen*, A. C. Nov. 30, 1861; 1 Mar. Law Cas. 189; 31 L. J. 22 Adm.; 5 L. T. Rep. N. S. 897; see Digest of Mar. Law Cas., 1837 to 1860, No. 1026, 1878, and title hereof; *Salvage* 49.)

Bottomry—General maritime law—Law of the flag, or lex loci contractus—Duty to communicate with owners of cargo.—In questions of Bottomry the court is guided by the principles of general maritime law, unless the law of the country to which the ship belongs, or the *lex loci contractus*, be distinctly pleaded and proved as the governing law, in which case the court will be ready to consider the question. It is the duty of the master to communicate, if practicable, with owners of cargo before hypothecating it: (*The Hamburg*, A. C. March 24 and 31, 1863, 1 Mar. Law Cas. 52; 32 L. J. 161 Adm.; 9 Jur. N. S. 445; 1 L. T. Rep. N. S. 175—see *supra* 3.)

Pleading—Evidence to be elicited before examination.—Pleading, whether the original petition or the answer to it, ought to be so framed as to enable an examiner to elicit in evidence all the facts of the case. An answer which did not comply with this rule was ordered to be amended accordingly: (*The Claus Thomesen*, A. C. March 24, 1863, 1 Mar. Law Cas. 327; 32 L. J. 106, Adm.; 9 Jur. N. S. 388; 8 L. T. Rep. N. S. 121.)

Collision—Action—Judgment of Admiralty Court in rem no bar to suit at common law for damages done.—A judgment in rem in the Admiralty Court and execution by sale of vessel is no bar to an action at common law where the damage done is more than the sum realised by such sale. The plaintiff having recovered in the Admiralty Court for damage done by collision to the extent of the value of the ship, sued for the residue of the damage. Ancient authorities collected in Com. Dig. tit. "Action." K. 1; cases of the *Fortitudo* and the *John and Mary*, Swabey Ad. 471; 1 L. T. Rep. N. S. 494, referred to by the court to show that an action in personam would bar further proceedings: (*Nelson and others v. Couch and others*, C. B. June 24, 1863, 1 Mar. Law Cas. 348; 1 L. T. Rep. N. S. 577; 15 C. B., N. S., 99; 32 L. J. 46, C. P.)

Wages of foreign seamen—Intervention of foreign consul.—Where a foreign consul intervenes, and asks payment of wages to be made to him in a suit at the instance of mariners belonging to the country which he represents, the consul undertaking to do justice between the parties, the suit will be discontinued if the consul objects to its being entertained: (*The Timor*, A. C., Nov. 17, 1863; 1 Mar. Law Cas. 400; 9 L. T. Rep. N. S. 307.)

Or where in such a case the foreign consul objects to continuance of suit. But there is a great distinction between proceeding against a ship and against the proceeds of a ship sold. In the latter case, if the master had been engaged on voyages to distant parts of the world, he would be allowed to obtain payment of his wages in this country.

Observations in the case of *The Golubchick*, 1 W. Rob. 143, explained: (*The Octavie*, A. C. Dec. 8, 1863; 1 Mar. Law Cas. 420; 9 L. T. Rep. N. S. 695.)

SAYINGS AND DOINGS OF THE COURTS.

[CONTRIBUTED BY THE REPORTERS OF THE SEVERAL COURTS.]

ROLLS COURT.

Since our last notice this court has been chiefly occupied with adjourned summonses, several of which are worthy of notice. We may in the first place mention two cases in *Re Joint-Stock Discount Company*. The first of these was *Butcher's* case, which was an application by a Mr. Bravo, that the name of Mr. Thomas Butcher might be placed on the list of contributories to the above company instead of his own name. On the 3rd Jan. 1866 Bravo, who was then a director of the company, sold 100 shares, which he held, to Butcher. The transfer was duly executed and lodged at the office, but was not registered, in consequence of the clerk having received instructions not to register transfers from any of the directors. On the same day on which he sold his shares, Bravo sent in his resignation as a director, but it was not accepted, and he continued to sit at the board for several weeks after that date. His Lordship said that he could not grant Mr. Bravo's application, though he was of opinion that Mr. Butcher was bound to indemnify him.

The next was *Solliue's* case, which was an application that the name of Mr. John Solliue might be placed on the list instead of the names of Messrs. Adamson and Ronaldson. In this case the transfer was duly executed and lodged for registration on the 20th Feb. 1866. It ought to have been examined on the 27th Feb. by one of the directors prior to registration, but it was not examined on that day, and before the next day for examining transfers came round, the directors had passed a resolution to register no more transfers. The transfer was consequently unregistered, when the winding-up commenced on the 3rd March. It appeared that the transfer was informal, the day of the month being left in blank, and no seal being placed opposite to the transferee's signature, as was required by the articles of association. His Lordship refused the application, and said that he could not hold that the transfer was valid, because the requirements of the articles as to sealing had not been complied with. The transferee was, however, clearly liable to indemnify the transferors.

Re Agriculturist's Cattle Insurance Company, Dixon's case, was an application by the official liquidator of the above company to settle the name of Mr. Thomas Dixon on the list of contributories under the following circumstances: In 1846 Mr. Dixon agreed to take shares in the company on being assured by Mr. Wilkie, the managing director, that an Act of Parliament would shortly be obtained to limit the liability of the shareholders. He was accordingly registered as a shareholder in May 1846, and he received dividends, but did not execute the deed of settlement. As he found in 1848 that there was no prospect of the Act being obtained, he applied to be relieved of his shares, and an arrangement was made in the following year by which he paid the calls then owing on his shares, and his name was cancelled on the register and did not afterwards appear in the returns to the registrar of joint-stock companies. His Lordship was of opinion that the directors had power to enter into such an arrangement where there was a real question at issue, and, considering the assurance under which Mr. Dixon had become a shareholder, there was, in his opinion, a real question at issue in his case. The arrangement had been acquiesced in for twenty years; it may have been voidable, but it was not void, and after such a lapse of time his Lordship would not open the matter. He was of opinion that Mr. Dixon was not properly a member of the company, and that his name must be removed from the list.

Re Lundy Granite Company was an application to determine whether a sale of the property of this company to a Mr. Bentall, for 4000*l.*, should be confirmed. A shareholder appeared in person and asked that the sale might be deferred. His Lordship said that he was desirous of putting an end to the expenses of the company which were over 20*l.* per week. This should not continue during the vacation. If no offer better than Mr. Bentall's were made in a week, the sale must be confirmed.

MARAVILLA COCOA FOR BREAKFAST.—The cocoa (or cacao) of Maravilla is the true *Theobroma of Linnaeus*.—The *Globe* says: "Taylor Brothers' Maravilla Cocoa has achieved a thorough success, and superseded every other cocoa in the market. For homeopaths and invalids we could not recommend a more agreeable or valuable beverage." Sold, in packets only, by all grocers.

ELECTION LAW.

REPORT OF THE COMMITTEE ON ELECTION PRACTICES.

THE Select Committee appointed to inquire into the present modes of conducting Parliamentary and municipal elections, in order to provide further guarantees for their tranquillity, purity, and freedom, have agreed to report the evidence taken before them to the House of Commons. From the resolutions drawn up by various members of the committee we gather the different views which were taken of the subject. The resolutions of the chairman set forth that there was extensive corruption both in municipal and Parliamentary elections for boroughs; that, though there was no corruption there was intimidation in counties (as there was also in boroughs) by landlords, employers, mobs, and clergymen. He then proceeds to enumerate the remedies recommended—vote by ballot, multiplication of polling places, and abolition of public nominations. Mr. Bright's resolutions were much to the same effect, with the addition of a suggestion for a simple and speedy mode of trial of petitions in the case of municipal elections, and the prohibition of rooms in public-houses being hired as committee-rooms. In the draft report which the chairman afterwards submitted, but which was not adopted, the County Court is proposed for the trial of municipal election petitions, and the abolition of public nominations, closing of public-houses on the nomination and polling days, the multiplication of polling places, and the ballot are recommended. Voting papers are condemned, and the prohibition of paid canvassers is said to be impracticable.

Among other recommendations laid before the committee were the following:—Mr. Hardy—"That there is no sufficient remedy at present for the recovery of compensation for damage inflicted by mobs upon property; and it is desirable to improve the law on that subject." Mr. Fawcett—"That it will tend to the purity of Parliamentary elections, and to the economical conducting of them, if the necessary expenses of them be borne by local rates, due precaution being taken to discourage fictitious candidature. That the employment of paid canvassers and agents should be prohibited." Mr. James—"That every candidate should previous to the election make a declaration on oath that he has not been and will not be a party to any corrupt practice in relation to such election. That the time for presenting election petitions should be extended." It is recommended that the committee be reappointed next year to consider their report, "with a view to early legislation." The draft report adds that "the ballot possesses many great advantages, that it would put an end to some evils in our electoral system, and mitigate the rest."

JUDGES' CHAMBERS.

Friday, July 23.
(Before Mr. Baron BRAMWELL.)
GARDNER v. SAMUELSON, M.P.

Costs on election petitions—The late Cheltenham petition.

This case came before his Lordship on an application on the part of the sitting member, Mr. Samuelson, for payment of 73*l.* out of court as his taxed costs, and that the remainder of the 1000*l.* deposited for costs should be retained until further order. Master Gordon had taxed the costs at the sum mentioned, and it was intended next term to bring the subject before the court, as on election petitions a material question was whether the costs were to be taxed as between attorney and client, or as between party and party.

Burr applied for the payment out of court, and complained of the amount allowed. The question of costs would be considered next term—whether Master Gordon should not review his taxation.

Buck (Baxter, Rose, and Norton) objected to the payment. There was no such thing as payment out of court, as this money was in the bank, and the requirements of the Act had not been complied with. He said too much had been allowed.

BRAMWELL, B. perused the Parliamentary Elections Act, and was at a loss to know how he could grant the order. According to the new rules, application should be made to the Chief Justice.

Burr said he was clearly entitled to the sum allowed, whether his Lordship ordered payment or not, but he had to ask him that the balance of the 1000*l.* should be retained until an application had been made to the court next term. It was an important question whether costs as between attorney and client were not to be allowed on election petitions.

BRAMWELL, B., was of opinion that he could not make the order as asked, but Baron Martin would be in town next week. His own impression was that application should be made to the Chief Justice of the Common Pleas. He should decline to interfere, and should simply indorse the summons, "No order."

THE NOTTINGHAM ELECTION PETITION.—The hearing of the Nottingham election petition, *Torr*

and others v. Seely, jun., came before Baron Bramwell, at Chambers, in reference to an application by Mr. Hoskins, on the part of the sitting member, for "particulars" of the allegations in the petition. The case was appointed to be heard on the 29th inst. before Baron Martin at Nottingham. Mr. Hoskins said there was some difficulty in the matter, as all the election judges were absent, and he had to ask his Lordship that he would hear a summons for "particulars," as the hearing of the petition was approaching. Baron Bramwell considered that he had power to hear such an application in the absence of the election judges, and that one of the new rules applied to the case. Notice of an application was given to the other side. The rule is the 44th, stating that interlocutory matters were to be heard at Chambers by one of the judges on the rota, "if practicable, and if not, then by any judge at Chambers."

LEGISLATION AND JURISPRUDENCE.

HOUSE OF LORDS.

EXTRADITION TREATY WITH FRANCE.

LORD CHELMSFORD.—My Lords, I rise to put a question to the noble earl the Secretary for Foreign Affairs. In 1843 an extradition treaty was entered into between this country and France, and in the same year an Act of Parliament was passed giving effect to that treaty. The offences named in the treaty were not numerous. They consisted of murder, attempt to murder, forgery, and fraudulent bankruptcy. The treaty was in existence from 1843 till 1865; but so far as any action on our side was concerned, it remained a dead letter during the whole of that period, because not a single criminal was delivered up by us to France. That arose from the view the chief magistrate took as to the course which he ought to pursue when persons were brought before him for extradition. He thought it his bounden duty not to give up an accused person unless he were satisfied on the evidence before him that there would be a conviction if that person were put upon his trial. I think that view of the matter was hardly in accordance with the terms of the treaty. I believe that what was intended by the treaty was this—that an accused person should be given up supposing the evidence brought before the magistrate were such that if the offence were committed in this country the accused should be committed for trial. There was also a misapprehension as to the effect of a judgment *par contumace*, the chief magistrate being of opinion that such a judgment put a person out of the category of an accused person. Therefore, when it was found that a person had been condemned *par contumace* in his absence, the chief magistrate said, "This is a convicted and not an accused person, and, therefore, I must discharge him." Now the magistrate was entirely in error in this respect, because, in point of fact, a person who has been convicted *par contumace* is on being delivered up tried in exactly the same way as any other accused person, the previous judgment *par contumace* having no effect whatever upon the proceedings. Then, the French Government had another ground of dissatisfaction with regard to the proof required of the documents which were transmitted from France, and the depositions which were certified by the *juge d'instruction* and authenticated by the signature and official seal of the Minister of Justice. Our Act of Parliament required, however, in addition to all this, that the party who produced the depositions should prove that they were true copies. These various sources of dissatisfaction induced the Government of France to give notice in 1865 that under the terms of the treaty they would put an end to it within six months. The noble earl who was then, as he is now, Secretary of State for Foreign Affairs, sent Sir Thomas Henry, the chief magistrate at Bow-street, over to France to negotiate on the subject with the French Government. I must admit that the noble earl could not have selected a person better fitted to conduct the negotiations. The noble earl stated on a former occasion that it was mainly owing to his ability and to the zeal with which he conducted the negotiations that we were extricated from a position of some embarrassment. On Sir Thomas Henry's return the noble earl had a Bill prepared, which applied generally to the proof required in all cases under extradition treaties, and I am much surprised that there should have been the least disposition in any quarter to prevent that Bill passing into law. On the change of Government I was charged with the introduction into your Lordships' House of that measure, which I entirely approved. That measure, of course, received the cordial support of the noble earl, and the simple object of it was to enact that when the documents and depositions transmitted from France in reference to the extradition of offenders were certified by the

judge or the magistrate to be true copies, and when that fact was further authenticated by signature and seal of the department of the Minister of Justice, they should be taken without further proof to be evidence in all our courts of justice. Of course, the Bill was easily passed through this House with the concurrence of the noble earl and sent down to the House of Commons, where to my infinite surprise great jealousy existed in certain quarters as to the objects which the French Government had in view in desiring the continuance of a treaty, because they thought the design of the French Government was to lay hold of political offenders under the pretence of preferring some criminal charge against them. There was not, however, the slightest ground for any such imputation. Under the law of France it is made a point of honour never to deliver up or to demand any political offender, and if a person who is a political offender is given up under an extradition treaty, for another offence, he is, if acquitted, or in the event of his conviction after the expiration of his sentence, warned that he must leave the country within a certain period, and it is only when he neglects to do so that he can be apprehended and tried for the political offence. So strict, indeed, were the French on this point that when a person had committed several criminal offences, and was delivered up under an extradition treaty for one of them, he could not be tried for the other offences without a fresh application being made for the extradition of the offender. The feeling, however, which prevailed in the House of Commons induced them to determine that the Bill should not be in force for a longer period than twelve months. Accordingly the Bill passed, its duration being limited to that term. In 1867 it was found necessary to continue that Bill for another year, and in 1868 the same course was pursued, but on each occasion it was necessary for the Government to apply to the French Government to continue the treaty, and I must say that the French Government, though somewhat dissatisfied, had acted with the greatest courtesy and forbearance and yielded to the application. In 1868 a select committee of the House of Commons was appointed to inquire into the whole law and practice of extradition. I should, however, state that the French Government were so desirous of removing any jealousy which might exist with regard to their supposed anxiety to get hold of political offenders that they expressed their willingness to have a clause introduced into the Bill to the effect that the magistrate should himself decide whether the offence with which a person might be charged was of a political character, and if he came to the conclusion that it was, he might at once discharge the accused. Well, the select committee to which I just referred drew up a report on which was founded a Bill. That Bill, which is now in all probability in the Foreign-office, was prepared in 1868. We have now nearly arrived at the end of the Session of 1869, but still that Bill has not been introduced into Parliament. There is undoubtedly a very strong feeling in France of annoyance and dissatisfaction at the delay which has occurred, and a minister has said publicly that it seemed rather surprising that the Government of England had taken three years to decide whether they would agree to an extradition treaty precisely similar to the fifty-six treaties which France has entered into with other countries. In conclusion, the noble and learned lord asked the Secretary of State for Foreign Affairs whether it was his intention to bring in a Bill this Session to enable Her Majesty to conclude an extradition treaty with the Emperor of the French.—The Earl of CLARENDON: I understand perfectly the feeling which has induced my noble and learned friend to bring forward this subject, and I am much obliged to him for having dealt with it in so conciliatory a manner. It is not my intention, nor have I, indeed, the power, to bring forward a Bill of Extradition this year. The noble and learned lord has, I think, himself indicated the extreme difficulties which stand in the way of dealing with this question. As he remarked, there was considerable opposition to the very simple Bill which was brought forward by himself, so great was the jealousy and fear entertained by the House of Commons lest political offenders should be delivered up. I think, however, it is of very great importance that we should have an extradition treaty not only with France, but also with other countries, for it is a great disgrace, particularly now that the means of intercommunication between different countries have been so much improved, that this kingdom should be a harbour and asylum for all the rogues in the world. The Bill which had been prepared laid down the principles on which extradition treaties were to be concluded not with France only, but with all the countries of Europe. The Foreign-office and the Home-office have been in communication on the subject, and the Bill has been ready for upwards of two months; but it has fallen, like many others, a victim to the exigencies of measures of greater magnitude and importance,

as, for example, the Irish Church Bill and the Bankruptcy Bill, by which so much of the time of the session has been occupied. It was really found impossible to bring it forward; and I am quite sure that the noble and learned lord, with his great Parliamentary experience, must feel that it would be extremely inconvenient to introduce Bills of this character, on which great difference of opinion exists, and protracted discussions are likely to arise, unless there is a reasonable prospect of passing them. As far, however, as the Foreign-office is concerned, I engage that this shall be one of the first Bills which shall be brought in by that department next year. I hope that no injury will result from the delay thus occasioned, because we have already received the assent of the French Government to a satisfactory arrangement on this matter.

EVIDENCE AMENDMENT BILL.

LORD PENZANCE rose to move the second reading of this Bill. Alluding to the enactment which for the first time allowed parties to certain suits to give their own accounts of the transactions out of which the suit arose, he observed that no one who had practised in the courts of law since that change was made doubted its expediency, or hesitated to pronounce it a most successful measure. But suits on account of breach of promise of marriage and adultery were excepted by this enactment, and it was with these exceptions the Bill proposed to deal. As regards suits for breach of promise, it was proposed simply to do away with the exception; and it was the opinion of most lawyers that the Bill in this respect would be an unquestionable improvement. The exception in cases of adultery had wrought much evil altogether independent of the object aimed at by the framers of the law. It was thought by many, himself included, that it was undesirable any one should be put in a witness-box and be asked whether he or she had been guilty of the crime of adultery; and the sympathy for a person placed in that position, especially a man whose admission involved the public dishonour of a woman, dictated the exception on this head. But, instead of providing simply that the question as to whether he or she had committed adultery should not be put, it was provided that parties to suits instituted on account of adultery should not be examined as witnesses. It happened that in the court over which he presided many suits were instituted on account of adultery which involved other questions, and the exception had had the effect of shutting the mouths of the parties to the suit as regards questions, say, of desertion and cruelty, when in many cases they alone could speak directly to the facts; and the result had been to cause very great expense in bringing witnesses from all parts of the country to prove facts within the knowledge of the parties to the suit. As the Act was passed before the Divorce Court was established, the result was plainly fortuitous, and there seemed to be no reason on earth why a man or woman should not be asked any questions touching the adultery of either husband or wife, and yet a suit instituted on account of adultery made it impracticable. It was even possible under the present law for a man to go into a room and find his wife in the act of adultery without being able to state the fact in evidence. Had it not been that some amendment had been made in the original law the business of the Divorce Court could not have been carried on at all, and, as it was, the Act making that amendment, the 22 & 23 Vict. c. 61, led to fresh inequalities by limiting the repeal of the exception to only a few cases, in order to allow a woman to prove the cruelty of her husband. The amendment permitted the husband and wife to give evidence in cases where the suit was instituted by the wife on the ground of cruelty and desertion. But, unfortunately, if the husband brought a charge of adultery, and the wife answered it by a charge of cruelty and adultery, she could not be a witness upon the subject of cruelty, because the suit was instituted on the ground of adultery. Then, other evils arose connected with costs. The husband brought a charge of adultery against his wife, who knowing she could not be a witness in that case, brought a cross-suit on the ground of cruelty, in order that she might speak. Thus the husband had to pay the costs of two suits when one would serve the purpose. The law, as it stood now, excluded evidence not intended to be excluded, and it admitted that intended to be shut out; it did not exclude evidence where adultery came up by way of recrimination, but it did exclude it where adultery was charged in the petition. Again, the law did not cover the case of an action brought by a third person, say by a tradesman, against a husband for necessities supplied to the wife; in that case, if adultery were alleged, there was nothing to prevent the parties getting into the witness-box. He would add a word on the question whether there was any objection to the parties being examined on the direct charge of adultery. Was there really any reason why a petitioner or a respondent should not be allowed

to get into the witness-box, and by his or her explanation get rid of the suspicion which circumstances had raised against them? For want of this power great injustice was often done. Appearances were very often strong against a man and woman; admissions made, or said to have been made, were given in evidence against them; yet they were not permitted to get into the witness-box and give their own account; and in many cases this was a great hardship. The Bill as it stood said that the parties should be "compellable" to give evidence; but such a provision respecting the parties to the suit must be a dead letter, for the plaintiff would not call the defendant, nor the defendant the plaintiff; and the Bill would be just as valuable if the word were struck out, and if it simply said that the parties should be competent to give evidence. In ten years the Court of Divorce had been harassed and hampered by the action upon each other of two Acts of Parliament without any common design between them; and he therefore rejoiced that this Bill had been passed by the Commons to correct a gross anomaly which could not be well defended. The House of Commons had added a provision to protect witnesses against criminating themselves, and he was satisfied that it would be sufficient for the purpose.—Lord CHELMSFORD had the greatest confidence in the judgment of the noble and learned lord who had charge of the Bill, and it was, therefore, with hesitation and doubt that he ventured to make some remarks against it. He could not help entertaining a very serious apprehension as to the danger that would be incurred from the admission of the evidence of parties in cases of this description. This was not only a legal question, but it was also a moral and a social one, upon which those who were not members of the Bar were competent to form an opinion. When a Bill on this subject was brought forward by Lord Brougham he said that the exceptions in reference to proceedings in adultery and actions for breach of promise were forced upon him against his will: and it was quite clear that the opinion of the majority of persons then was that the exceptions should be introduced. In 1865 the present Lord Chief Baron introduced into the House of Commons a Bill in which there were two clauses for admitting the evidence of parties in these two cases; the Bill was read a second time, but in committee the two clauses were struck out, and the Bill was therefore dropped. In 1866 the then Lord Chancellor (Lord Cairns) introduced a Bill containing similar clauses, which said that the parties should be competent, but not compellable, to give evidence. Personally, he thought there was no serious practical distinction between the two forms of expression, for it was clear that if persons were competent to give evidence, even though they were not compellable, if they failed to present themselves the fact would be fatal to their case. On that occasion the only speakers were the Lord Chancellor and himself, and the late Lord Taunton, who also took the view he did as to the danger of admitting evidence of this kind. On a division, the House was equally divided, and the Bill, therefore, fell to the ground. These facts indicated great difference of opinion upon the propriety of admitting evidence of this kind; and, as he said at that time, he certainly felt that the proposed change would open the floodgates of perjury. Take the case of proceedings by a husband against a wife for adultery. It was quite clear that, her character and position for life being involved, the temptation to commit perjury was so great as in many cases to be utterly irresistible. A woman who had broken one commandment would not scruple to break another in order to protect herself. Again, a co-respondent might feel it was a point of honour to protect the woman with whom he had committed adultery. Shortly before he left the Bar there occurred a case of *crim. con.* in which the verdict went against the co-respondent. The husband applied to the Ecclesiastical Court for a divorce *a mensa et thoro*, but the co-respondent appeared and swore positively no adultery had been committed. The co-respondent was then indicted for perjury, and as counsel for the defence, he felt it was essential that the woman should be called. She swore that no adultery was committed, and the defendant was acquitted. In the mean time Parliament had established the Divorce Court, in which the husband proceeded for a divorce, and the adultery being clearly proved he obtained it; and one of the first acts of his official life as Lord Chancellor was, on the application of the Lord Lieutenant, to strike the name of the defendant out of the commission of the peace. This case showed how difficult it was for persons to resist the temptation—a woman to defend herself from the consequences of adultery being established against her, and a man, from a feeling of honour, to protect the woman with whom he had committed adultery. It was that feeling that induced him to apprehend considerable danger from the admission of evidence of that kind. He should have been very glad if his noble and learned friend had introduced a clause permitting the parties to be witnesses in certain cases,

but excluding altogether cases of adultery. He would now turn for a moment to the question of breaches of promise of marriage. His noble and learned friend behind him (Lord Cairns) had informed him that in Ireland they had a curious way of getting over the difficulty which at present existed in the way of procuring the admission of evidence. In the charge against the defendant a count for assault and battery was inserted, and in this way the lady herself was called to prove the letters, and the friends and the relatives to prove the promises. (A laugh.) But he had known cases of this kind where letters in support of the case had been forged, and if both the parties were permitted to give evidence, and if the woman swore to the promise, the man's denial would stand no chance, for they all knew which way the sympathies of the jury leaned. In cases of seduction, again, if a count for breach of promise were introduced, the man's denial would weigh little against the sympathies of the jury, when the woman swore that she had been seduced under promise of marriage. In cases of ordinary affiliation the evidence of the woman was not received without corroboration. Now the law was in this curious position. There was an Act of Parliament passed in the time of Charles II., which provided that no action should be brought upon any promise alleged to have been made in consideration of marriage, unless the promise had been made in writing, and yet it had been held that mutual promises might be established by parol. He did not intend to divide the House against the Bill, but he trusted that the points to which he had referred would receive attention. (Hear.)—After a few words from Lord DENMAN, Lord CAIRNS said he would willingly have resigned his own opinions with respect to the advisability of altering the law relating to the position of persons charged with adultery to those of his noble and learned friend who presided over the Divorce Court with so much ability, had he entertained any doubt on the subject. But there were two other portions of the Bill which stood upon a different footing. One of them was the question relating to breach of promise of marriage, which frequently entered into allegations supported by mere passing words. If power were given to examine the parties, it would be found that men and women would be swearing as to the use of words which after a lapse of time might be made to wear a very different colour from that which they wore when originally spoken, and seeing that the sympathies of juries were with the woman and against the man, it would be a great anomaly, he thought, to allow a proceeding such as that to which he was referring to be supported by merely verbal testimony which could not be met by verbal testimony on the other side. The third part of the Bill seemed to him, he might add, to be of great importance, inasmuch as it proposed to abolish, for the first time, oaths altogether in civil proceedings, not out of regard to any religious scruple, or for any of those other reasons which had hitherto prevailed, but simply on the ground of *sic volo*. That was a proposal, which, in his opinion, was open to very great objection, and he hoped it would be well considered before it received their Lordships' assent.—The LORD CHANCELLOR said that when the alteration was first made in the law of evidence by which the parties to a suit were allowed to be witnesses in their own case, leaving it to the jury to estimate the value of their testimony, he was entirely in favour of the change. He had, however, felt a strong objection at the time, which was not now, perhaps, entirely removed, as to the extension of that particular benefit to the suits of husbands and wives *inter se*. He thought it might lead to a disturbance of the peace of families; but as it had pleased the Legislature to take a different view, he did not, he must confess, see why the exceptions with which the Bill proposed to deal should remain, especially as the peace and harmony of families would in those particular cases have already been destroyed. With reference to the third part of the Bill, he must say that he heartily concurred with his noble and learned friend who brought it forward, because all, he thought, that was necessary in giving evidence in a court of justice was that instead of taking an oath, a witness should know that he had a solemn duty to perform, for any breach of which he would be liable to a legal penalty.—Lord PENZANCE expressed his readiness, if it should be deemed desirable, to omit the provision with respect to the taking of oaths in committee.—The Bill was then read a second time.

BANKRUPTCY BILL.

The House then went into committee on this Bill, which had come back after undergoing revision at the hands of a select committee. On the clauses relating to compensation,—Lord CAIRNS expressed an earnest hope that the Government would consent to increase the salary of Mr. Commissioner Bacon, who was to be appointed the chief judge of the new court. He also pointed out that some of the details in these compensation clauses were of an entirely novel kind.

—The LORD CHANCELLOR explained the circumstances under which the Government had modified their original proposal to appoint as Chief Judge in Bankruptcy one of the judges of the Superior Courts. At the suggestion of Sir Roundell Palmer, they had offered to the acceptance of Mr. Commissioner Bacon the position of Chief Judge in Bankruptcy, that arrangement having been recommended to them in the other House as one that would avoid additional charge to the country, and prevent a waste of money in compensation. With respect to the question of the salaries of officers, there were two classes of officers. The first consisted of the commissioners, who held for life or during good behaviour. The second class consisted of registrars and official assignees, who did not stand in the same position as the first class, being subject to removal for cause shown by the Lord Chancellor. They were remunerated by fees; the clause provided that their fees should be ascertained on a proper and fair average, and then that those officers should receive a sum amounting to not less than two-thirds of their average fees. His noble and learned friend was not correct in saying that this was introduced at the last moment. So far from that being the case, there was a good deal of discussion on the matter in another place, and those who did not hold by good behaviour addressed him very fully, and so did their friends. There was, therefore, no surprise. Great blame had been thrown on the Government for bringing in matters in that way, but on that occasion the Chancellor of the Exchequer of the late Government (Mr. Hunt) and Mr. Selater-Booth very honourably said that they had known exactly the same difficulty to arise at another time when a certain clause was brought in without consultation with the Treasury, and they had taken it upon themselves to alter it. He had the full approbation of the Treasury for this, that those who held during good behaviour should have their full salaries, and those who did not should never receive less than two-thirds. With regard to clause 133, the case was this—if a person was compensated with full salary his whole time was paid for, and they ought to be entitled to say to him, "Here is an office under the Act. You give up one office; take another." There were precedents for that. When the Court of Chancery was reformed they threw on the Vice-Chancellors one day's work more per week than they had before. They gave them exactly six hours' additional work. Again, under a former Bankruptcy Bill, Sir George Rose, who was one of the three judges, had his office abolished; but he was afterwards offered the post of Master in Chancery, and he very honourably took it. He could not see that there was any breach of faith in asking gentlemen who should receive the full amount of their salaries to accept a new office. If anyone retired on less than his full salary the case would be different, for he would not be paid for all his time. He should be willing, however, to amend the clause, so that it might run thus—"any office or employment of equal or greater salary under this Act." In that way no gentleman could feel aggrieved on being asked to accept a new office.

IMPRISONMENT FOR DEBT BILL.

The House went into committee on this Bill.—Lord ROMILLY deprecated continuing the power of imprisonment for debt in the hands of County Courts. Credit was given for goods sold in the ordinary way only because the vendor believed the purchaser would pay, and the fear of imprisonment benefited no one but the tallyman, who forced his credit on the unwary poor. He did not approve the distinction made in the Bill between debts for 30*l.* and 50*l.* with respect to imprisonment. In some respects the abolition of imprisonment for debt seemed to be perfect, but in others it was not. He had given notice of some amendments based upon these views, but, having placed them on record, he did not wish to press them.—The amendments were accordingly negatived without a division.—On the motion of the LORD CHANCELLOR the Bill was amended by substituting for the words "commencement of the bankruptcy" from clause 10 throughout the Bill the words "after the presentation of the petition of bankruptcy or before the commencement of liquidation."—The Bill was then passed through committee.

HOUSE OF COMMONS.

CAPITAL PUNISHMENT.

The greater part of Wednesday was consumed by a debate on the Capital Punishment Abolition Bill.—Mr. GILPIN, in moving the second reading, made the usual punishment of death speech, which differed only from former speeches by its extreme length.—He was seconded by Mr. R. N. FOWLER.—Mr. J. D. LEWIS, who moved the rejection of the Bill, cited against it the experience of foreign countries where the punishment had been abolished.—Mr. TIPPING, who supported him, argued that the punishment was the strongest possible deterrent, but was for reserving it for

cases of cold-blooded murder.—Mr. Serjt. SIMON treated the question as one of juridical science, and maintained that the gallows did not answer the two principal purposes of punishment—to correct crime, and to deter others; but Mr. SCOTFIELD, on the other hand, held that it did answer what he thought the chief aim of punishment—the safety of society. And he quoted against the Bill the saying of the Frenchman who did not object to the sanctity of human life being respected—"mais que messieurs les assassins commencent."—Mr. HIBBERT was unable to see his way to the abolition of the punishment of death consistently with the public safety; but he suggested that the Government should carry out the recommendations of the Royal Commission by dividing the crime of murder into two categories, and reserving death for murders committed with *malice prepense*.—Mr. BRUCE, however, pointed out that both the late Government and its predecessors had found it impossible to do this, nor did he think that if there was to be legislation, it could follow very closely the recommendations of the Commission. But though not prepared to consent to the Bill, and holding the punishment to be just and powerfully deterrent, he admitted that the law was in a very unsatisfactory state. The action of the Home-office, which he explained and justified at length, he believed to be in harmony with public opinion, and the law ought to be made to correspond with it.—Mr. HENLEY avowed himself a convert to the abolition of this punishment by the experience of the good effects which had followed on previous relaxations of the law; but after some remarks from Mr. McCULLAGH TORRENS and Mr. HADFIELD, the Bill was thrown out by 118 to 58.

TRADES UNIONS BILL.

On the order of the day for the third reading of this Bill, Mr. ADDERLEY asked on what ground these Trades Unions were to be placed on the same footing as friendly societies.—Mr. GOSCHEN said that the Bill was merely a temporary measure to prevent the funds of the Trades Unions from being embezzled until a general measure could be introduced.—After a short conversation the Bill was read a third time and passed.

ESTATE AND INVESTMENT JOURNAL.

STOCK AND SHARE MARKETS.

The dull season has come, and with it dull markets. The fluctuations are as follow:

ENGLISH FUNDS.	Fri.	Sat.	Mon.	Tues.	Wed.	Thur.
Bank of England Stock	243½	...	...	243½	245	245
3½ Cent. Red. Ann. ...	93½	93	93	93	92½	93
3½ Cent. Cons. Ann. ...	93½	93½	93½	93	93½	93½
New 2½ Cent. Ann. ...	...	...	...	...	...	...
Do. 3½ do. Jan. 1894.	...	...	...	...	...	...
New 3½ Cent. Ann. ...	93½	93½	93	92½	93½	93½
5½ Cent. Annuities ...	...	...	...	...	...	...
5½ Cents. ½ Jan. 1873	...	...	...	...	...	...
Ann. 30 years exp.	...	...	...	...	...	...
April 5, 1885	...	...	...	...	...	...
Do. exp. Jan. 5, 1880	...	...	...	...	...	...
Do. exp. July 1880	...	...	...	...	...	...
Red Sea Tel. Ann. 1908	19½	...	...	...	...	...
Consols. for Acc. ...	93½	93½	...	...	93½	93½
India 5½ Cent. for Acc.	...	...	...	...	...	...
Do. 5½ Cents. July 1880	...	...	...	...	...	...
India Stock, July 1880.	112	112	...	111½	111½	...
India Stock, 1874	...	...	...	207½	208	...
India 5½ Cent. ...	...	...	...	...	...	...
India Stock, 4½ Cent.	...	...	...	...	...	...
Oct. 1888	100½	101	100½	101	101	...
India Bonds (1000l.)	25s.d	...	25s.d	...	25s.d	...
Do. (under 1000l.)	...	...	...	...	...	...
Ex. Bills, 1000l.	b	...	...	f	g	h
Do. 500l.	c	...	e	...	...	...
Do. 100l. and 200l.	...	...	...	...	...	...
3½ c.	c	...	e	...	...	h

a Ex div.
b March, 7s. pm.; June 11s. premium.
c June, 6s. premium.
d Premium.
e June, 6s. premium.

PUBLIC COMPANIES.

RAILWAY COMPANIES.

London, Brighton, and South Coast.—An official announcement that all preference charges will be met, and that the surplus will be 4000l., has been received.

BANKS.

Alliance.—Dividend at the rate of 4 per cent. per annum declared.

Asiatic Banking Corporation.—Particulars of claims must be forwarded by creditors to Mr. W. Turquand, the official liquidator, by the 1st Nov., the 15th Nov. being appointed for their adjudication.

Bank of New South Wales.—A dividend at the rate of 15 per cent. per annum.

Bank of New Zealand.—Dividend is declared at the usual rate of 10 per cent., with a bonus of 5s. per share, together equal to 15 per cent. per annum.

City.—A dividend at the rate of 7 per cent. per annum.

City of Glasgow.—A dividend at the rate of 10 per cent. per annum.

Consolidated.—A dividend at the rate of 5 per cent. per annum.

Imperial.—Dividend at the rate of 5 per cent. per annum.

London Joint-Stock.—12½ per cent. dividend.

Metropolitan.—Dividend at the rate of 5 per cent. per annum.

National of Australasia.—Dividend declared at the rate of 10 per cent. per annum, with a bonus of 1s. per share, equivalent to 2½ per cent. per annum.

Union of Australia.—Two dividends at the rate of 15 per cent. for the year declared.

Union of London.—A dividend of 20 per cent. per annum, free of income-tax.

Bank of Egypt.—An interim dividend at the rate of 10 per cent. per annum.

English, Scottish, and Australian Chartered.—Dividend at the rate of 7 per cent. per annum.

London and Westminster.—A dividend at the rate of 16 per cent. per annum was declared on both old and new capital.

Manchester and County.—Dividend, 12s. per share.

Midland.—A dividend at the rate of 6 per cent. per annum.

National.—Dividend at the rate of 5 per cent. per annum.

North and South Wales.—A distribution of 17½ per cent.

Provincial Banking Corporation.—Dividend at the rate of 7½ per cent. per annum.

Union of Manchester.—Two dividends at the rate of 8 per cent. per annum, and two bonuses of 3s. per share each.

FINANCE, CREDIT, AND DISCOUNT COMPANIES.

Birmingham Financial.—A dividend at the rate of 5 per cent. per annum declared.

General Credit and Discount.—The usual 5 per cent. per annum interim dividend.

National Discount.—A dividend at the rate of 15 per cent. per annum.

United Discount Corporation.—Dividend of 3s. 7d. per share, being at the rate of 6 per cent. per annum.

Land Securities.—Dividend at the rate of 4 per cent. per annum.

New Zealand Trust and Loan.—A dividend at the rate of 10 per cent. per annum.

ASSURANCE COMPANIES.

Accidental Death Assurance.—The Master of the Rolls has appointed Mr. Hart, of Messrs. Hart Brothers, liquidator in the place of Mr. George Whiffen resigning.

MISCELLANEOUS COMPANIES.

Australian Agricultural.—A dividend of 7s. 6d. per share.

British Shipowners.—An interim dividend at the rate of 5 per cent. per annum.

Fore-street Warehouse.—A dividend at the rate of 10 per cent. per annum declared.

Hodges' Distillery.—Creditors are required to send particulars of claims to the liquidators by the 12th Aug.

Lion Brewery.—An interim dividend at the rate of 6 per cent. per annum.

London and St. Katharine Dock.—Dividend at the rate of 2½ per cent. per annum.

Palace and Burlington Hotels.—Dividend and bonus at the rate of 10 per cent. per annum declared.

Peel River Land and Mineral.—An interim dividend of 1 per cent. for the half-year.

Rhymer Iron.—A dividend of 30s. per 50l. share and 10s. 6d. per 15l. share declared for the half-year.

Westminster Brewery.—An interim dividend at the rate of 5 per cent. per annum declared.

East and West India Dock.—The usual 3 per cent. dividend.

Lancaster Shipowners.—A dividend and bonus of 10 per cent. declared.

London, Leewood, and Erith Mineral Oil (Limited).—Creditors' claims must be sent to the liquidators by the 12th Aug.

Merchant Shipping.—A dividend at the rate of 5 per cent.

St. James' Hotel.—A dividend at the rate of 10 per cent. per annum.

REPORTS OF SALES.

[NOTE.—The reports of the Estate Exchange are officially supplied in the following list. Auctioneers whose names are registered there will oblige by reports of their own sales.]

Thursday, July 15.

By Messrs. NORTON, TRIST, WATNEY, and Co., at the Mart.
Freehold, The Chequers, roadside inn, Walton, Surrey, with stabling, buildings, and land, containing 1a. 1r. 25p.—sold for 1810l.
Freehold, 1a. 0r. 33p. of meadow land, with buildings thereon, situate as above—sold for 300l.

Copyhold, The Lamb and Hare public-house; nine houses, three with shops, and a beer-house, Nos. 33, 41, 43, 45, 47, 49, 51, 53, and 55, Lower Kennington-lane producing 144l. per annum—sold for 1730l.

By Messrs. DEBENHAM, TEWSON, and FARMER.
Freehold pleasure farm, known as Rollo and Fire Ashes, Magdalen Laver, Essex, comprising a residence, with farm buildings, stabling, and 9½a. 0r. 37p. of pasture and arable land—sold for 4500l.

Freehold business premises, No. 4 and 5, Mason's-avenue, Coleman-street, City, let on lease at 42l. per annum—sold for 1300l.

Leasehold house, No. 65, Westminster Bridge-road, let on lease at 65l. per annum, term 95 years from 1783, at 5l. 19s. per annum—sold for 350l.

By Messrs. GARDNER, ELLIS, and SCORER.
Freehold residence, known as Bushey Down, Tooting-common, with pleasure gardens and paddocks, comprising about 7 acres—sold for 6000l.

By Mr. NICKERSON.
Leasehold premises, No. 2, Union-street, Berkeley-square, annual value 100l., term 154 years unexpired, at 15l. per annum—sold for 420l.

Thursday, July 20.

By Messrs. FAREBROTHER, CLARK, and Co., at the Mart.
Freehold farm of 128 acres, in the parishes of Horsmanden and Marden, Kent; sold 5500l.

Freehold ground rents, amounting to 50l. per annum, secured on two residences (cottages and gardens, situate at Foot's Cray, Kent; sold 1070l.

Leasehold house and premises, No. 12, Kurston-street, Eaton-square, let at 50l. per annum; term, eighty-two years from 1841, at 3l. per annum; sold 700l.

Copyhold residence, known as Surrey Villa, Lambeth; let on lease at 38l. per annum; sold 780l.

Wednesday, July 21.

By Messrs. EDWIN FOX and BOUSFIELD, at the Mart.
Leasehold residences and premises, Nos. 37 and 38, Golden-square, 4 to 7, Upper James-street, and 37, Silver-street, Golden-square, producing 540l. per annum, term 90 years from 1688, at 29l. 10s. per annum—sold for 6000l.

Leasehold residence, No. 8, Beasborough-gardens, Pimlico, let at 65l. per annum, term 98 years from 1845, at 10l. per annum—sold for 690l.

Leasehold residence, No. 7, Beasborough-gardens, let at 60l. per annum, term and ground-rent similar to above—sold for 630l.

Leasehold residence, No. 4, Sutherland-street, Pimlico, let at 60l. per annum; term 73 years from 1830, at 9l. per annum—sold for 580l.

Leasehold house and shop, No. 3, Allanson-terrace, Campden-hill, Kensington, let at 70l. per annum; term 99 years from 1844, at 9l. per annum—sold for 820l.

Leasehold residence, known as Dartmouth-villa, York-road, Upper Holloway, let at 50l. 15s. per annum; term 94 years from 1855, at 7l. per annum—sold for 500l.

Copyhold residence, known as East Lodge, Middle Mall, Hammersmith, let at 90l. per annum—sold for 1000l.

Copyhold residence, known as West Lodge, Middle Mall, Hammersmith, annual value 60l. per annum—sold for 900l.

Copyhold cottage, situate in Middle Mall, let at 15l. per annum—sold for 240l.

Freehold and copyhold two houses, Nos. 1 and 2, Waterloo-place, Hammersmith, let on lease at 28l. per annum—sold for 850l.

Freehold lot of land and four cottages, situate at Merton, Surrey—sold for 3100l.

By Messrs. E. and H. LUMLEY, at the Guildhall Coffee-house.

Leasehold, two houses, Nos. 39 and 31, New Charles-street, City-road, producing 61l. per annum, term 73 years unexpired at 10l. per annum—sold for 500l.

Thursday, July 22.

By Messrs. NEWBORN and HARDING, at the Mart.
Freehold premises known as the Crown Tavern, No. 12, Holborn, let on lease at 90l. per annum—sold for 2150l.

By Messrs. BUTCHER.

Freehold business premises in Kew-road, Richmond, let on lease at 40l. per annum—sold for 450l.

Freehold business premises situate as above, let on lease at 17l. per annum—sold for 210l.

Freehold business premises situate as above, let on lease at 50l. per annum—sold for 600l.

By Messrs. HARDS, VAUGHAN, and LEITCHFIELD.

Freehold ground-rent of 150l. per annum, arising from ninety-five shops, houses, and premises in and near Lambeth-walk—sold for 4700l.

Freehold ground-rent of 32l. per annum, secured on Thrush House, Mitcham-road—sold for 1100l.

Freehold, the Grapes tavern, No. 35, St. Mary Axe, City, let at 80l. per annum—sold for 1000l.

Contingent reversion to two-thirds of 1106l. 1s. 9d. Three per cent. Bank Annuities, receivable on the decease of a lady aged 75 years, contingent on two of her children, aged 39 and 37 years, surviving her—sold for 270l.

Absolute reversion to one-third of 1150l. Consols, expectant on the death of a lady aged 79 years—sold for 200l.

Friday, July 23.

By Messrs. NORTON, TRIST, WATNEY, and Co., at the Mart.
Freehold residence with stabling and pleasure grounds, known as the Persopolis, Wimbledon Park, containing nearly 5 acres—sold for 7500l.

Freehold 13a. 3r. 34p. of building land situate on East Cliff, Broadstairs, Kent—sold for 6000l.

Freehold residence with stabling, pleasure grounds, and paddock, containing about 4 acres, situate in Hanger-lane, Stamford-hill—sold for 3750l.

Leasehold two houses and shops, Nos. 30 and 31, Pradestreet, Paddington, let on lease at 60l. per annum, term 2 years unexpired at 12l. per annum—sold for 900l.

Monday, July 26.

By Mr. WHITTINGHAM, at the Mart.
Freehold building land, situate at Tooting, Surrey, in 33 lots; lots 1 to 114 comprised previous sales; lots 119 to 122 sold for 122l. each; lot 122 sold for 452l.

Freehold building land, situate at Beulah Spa, Norwood, in 31 lots; lots 1 to 315 comprised previous sales; lot 311 sold for 84l.; lots 332 to 335 sold for 32l. each.

Tuesday, July 27.

By Messrs. CHINNOCK, GALEWORTHY and CHINNOCK, at the Mart.

Leasehold two houses, Nos. 26 to 28, Clifton-road, Dalston, producing 80l. per annum, term 95 years from 1865, at 12l. 10s. per annum—sold for 800l.

Leasehold house, No. 34, Sandringham-road, Dalston, producing 42l. per annum, term 95 years from 1865, at 6l. 10s. per annum—sold for 490l.

Leasehold house, No. 36, Sandringham-road, Dalston, annual value 42l. per annum, term 95 years from 1865, at 6l. 10s. per annum—sold for 440l.

Leasehold two houses, Nos. 21 and 23, Montague-road, Dalston, producing 72l. per annum, term 95 years from 1865, at 12l. per annum—sold for 670l.

Leasehold house, No. 19, Montague-road, Dalston, let at 32l. per annum, term 95 years from 1865, at 6l. per annum—sold for 330l.

Leasehold, No. 38, Sandringham-road, Dalston, let at 42l. per annum, term 95 years from 1865, at 6l. per annum—sold for 490l.

Leasehold, two houses, No. 40 and 42, Sandringham-road, term 95 years from 1865, at 13l. per annum—sold for 890l.

SOLICITORS' JOURNAL.

NOTES OF NEW DECISIONS.

EQUITY PRACTICE—INTERLOCUTORY MOTION.
The plaintiff, previously to his interrogatories being answered, served the defendant with notice of an interlocutory motion for an injunction, and filed an affidavit in support of the motion. The defendant summoned the plaintiff before the examiner to be cross-examined on his affidavit, and in the course of his cross-examination the plaintiff refused to produce a document, not referred to in his affidavit, but which he admitted to be in his possession. Thereupon the defendant applied to the court for an order for its production. Held, that the document must be produced, and the plaintiff pay the costs of the application: (*Cliff v. Bull*, 20 L. T. Rep. N. S. 841. V.C.S.)

AGREEMENT FOR JUDICIAL SEPARATION—CONVIVANCE.—The parties had agreed to live separate, but there was no provision in the deed as to the future mode of life of the husband; and it was alleged that the wife was cognisant of the fact that the husband was living in adultery, and tacitly consented that he should continue to lead the same life. The court investigated the circumstances of the case, and being satisfied that the wife had not consented that the husband should continue to live in adultery, held that she had not connived. Held, also, that if the wife had consented that her husband should continue the adulterous intercourse as a condition of obtaining an allowance, though it was an unwilling consent, it would have amounted to connivance: (*Ross v. Ross*, 20 L. T. Rep. N. S. 853. D. & M.)

CREDITORS UNDER ESTATES IN CHANCERY.
LAST DAY OF PROOF.

BRANFORS (Henry), Lichfield. Aug. 23; Davies, Son, and Co. solicitors, Warwick-street, Regent-street. Oct. 29; M. R. at eleven.
BUTLER (Walter), 12, Holland-road, Brighton. Aug. 29; F. W. Denny, 35, Coleman-street, E.C. Nov. 1; V.C.S., at one.
CLAYTON (B.), Branch-hill, Hampstead. Sept. 30; C. T. Lane, solicitor, 3, Lombard-court, Clements-lane. Nov. 1; V.C.S., at one.
COOK (Henry), Barwick, Warwick. Aug. 29; Messrs. Austin and Co. solicitors, 4, Raymond-buildings, Gray's-inn. Nov. 1; V.C.J., at twelve.
EDWARDS (Charles), Chelmsford. Aug. 19; A. Meggry, solicitor, Chelmsford. Oct. 29; M. R. at eleven.
GREEN (Charles F.), Leamington. Oct. 11; E. and A. Giddick, solicitors. Nov. 6; V.C.S., at twelve.
HARRISON (James), Portland-place, Leamington Priory. Aug. 7; E. Fisher, solicitor, Ashby de la Zouch. Oct. 30; V.C.S., at twelve.
HUGHES (William), Hendon. Sept. 1; J. C. Asprey, solicitor, 6, Furnival's-inn. Nov. 4; V.C.M., at twelve.
LLOYD (William R.), Dale-street, Liverpool. Aug. 3; W. Anderson, solicitor, Liverpool. Aug. 7; V.C.J., at twelve.
SAGE (Wm. Chas.), 40, Oxford-terrace, Edgware-road. Sept. 31; Sole, Turner, and Co., solicitors, 68, Aldermanbury. Nov. 1; V.C.S., at twelve.
WEIR (Richard), 107, Adelaide-road, Haverstock-hill. Oct. 15; Roberts and Simpson, solicitors, 62, Moorgate-street. Nov. 2; M. R. at eleven.
WESTON (Chas.), Exeter, &c. &c. Sept. 21; E. Force, solicitor, Exeter. Oct. 30; V.C.S., at twelve.

CREDITORS UNDER 22 & 23 VICT. C. 35.

Last day of Claim, and to whom Particulars to be sent.

ARTHUR (Sarah), Lampeter, Cardigan. Aug. 25; J. Easton, 17, St. Stephen's-road, Shepherd's Bush.
BRADLEY (John), South Eld, York. Oct. 25; Holden and Sons, 2, Parliament-street, Hull.
BOOTH (Thos.), Edenfield, Bury, Lancashire. Aug. 31; Whitehead and Son, solicitors, Bury, Lancashire.
CONGOLLY (Richard L.), 25, Great Stanhope-street, Bath. Aug. 31; Falkner and Co., solicitors, Bath.
COOPER (Geo. F.), Fingringhoe, Essex. Oct. 16; Neck and Dennis, solicitors, Colchester.
COWLEY (James), Hendon, Middlesex. Sept. 8; F. H. Turner, 40, Bedford-square.
CUL (Robert), 12, Harford-place, Kennington. Sept. 1; Hughes, Masterman, and Co., solicitors, 26, Austin-frirs.
DYCE (Rev. A.), 33, Oxford-terrace, Paddington. Aug. 23; G. F. Hudson and Co., solicitors, 23, Bucklersbury.
FOWLER (C. S.), 34, Ladbrooke-square, Notting-hill. Aug. 15; James Bourdillon, solicitor, 19, Bloomfield-road, Maidenhill, W.
GIPS (George), Howletts, near Canterbury. Aug. 21; George Cowburn, solicitor, 43, Lincoln's-inn-fields.
HEATH (John), Checkley, Stafford. Aug. 3; A. A. Flint, solicitor, Uttoxeter.
JENKINS (Thomas L.), Wraxall-house, Somerset. Aug. 31; Fater, Gentry, and Co., solicitors, 66, Lincoln's-inn-fields.
JESON (Alfred F.), Malmesbury, Wilts. Sept. 30; Phillips and Son, solicitors, 11, Abchurch-lane.
KALLOWAY (Martha), 65, Gibson-square, Islington. Sept. 1; Copinger and Macarthur, solicitors, 22, Essex-street, W.C.
MACLEAN (H.), 3, Wilton-villas, Sydenham. Sept. 1; W. Raymond, solicitor, 16, Houghton-street, New-inn, W.C.
MEYER (Ed.), Nottingham. Aug. 16; D. W. Heath, solicitor, St. Peter's Church-walk, Nottingham.
MORRIS (Wm.), 51, Devonshire-street, W. Oct. 1; Fresh-feld, solicitors, 5, Bank-buildings, E.C.
NILES (Miss H. M.), Birdlip-house, Cheltenham. Sept. 22; Young, Jackson, and Co., solicitors, 12, Essex-street, W.C.
PARKS (John), Norton Folgate, London. Sept. 15; Wright, Ewer, Wright, and Co., solicitors, 17, Water-street, Liverpool.
PAYS (John B.), Handsworth, near Birmingham. Aug. 16; Alcock and Milward, solicitors, 5, Union-street, Birmingham.
SCOTT (Thos.), Earlsheaton, Dewsbury. Oct. 15; Chadwick and Son, solicitors, Dewsbury, Yorks.
THOMAS (Miss Mary), 5, Brunswick-place, Southampton. Aug. 30; W. H. Newman, solicitor, 4, Upper East-street, Southampton.
THOMPSON (Emma L.), 19, Church-road, Stoke Newington. Aug. 31; Walters and Gush, solicitors, 3, Finsbury-street.

TOMLINSON (Colonel), Warwick-place, Leamington. Sept. 15; F. Wright, solicitor, 14, Water-street, Liverpool.
WALCOTT (Admiral J. E.), Winton-lodge, Christchurch. Nov. 1; Boys and Tweedies, solicitors, 5, Lincoln's-inn-fields, W.C.
WHITMORE (Wm.), Beckenham, Kent. Aug. 25; Walters, Young, and Co., solicitors, 9, Lincoln's-inn-fields.

UNCLAIMED STOCK AND DIVIDENDS IN THE BANK OF ENGLAND.

[Transferred to the Commissioners for the Reduction of the National Debt, and which will be paid to the persons respectively whose names are prefixed to each, in three months, unless other claimants sooner appear.]

HYDE (Fred. A.), Chenies, Bucks. Dividend on 60l. 0s. 8d. Annuities. Claimant, Charles Luky, executor.
JACOBSON (John), Russell-square. Dividend on 50l. Reduced Three per Cents. Claimant, Mary Williams.

It is stated that the damages in the action by Mr. Murphy against the Mayor of Birmingham are laid at 1000*l*. The prosecution is understood to be supported by several prominent members of the Protestant party in the House of Commons.

The late Mr. Thomas Lott, whose death, in the sixty-ninth year of his age, occurred on Sunday last, was for many years a man of mark in the City of London. He was an active member of the Court of Common Council, deputy alderman of Cordwainers Ward, and a member of several civic committees. Deputy Lott was well known for his antiquarian researches, and was a prominent member of several archaeological societies.

On the retirement of Mr. Charles Freshfield from the post of one of the solicitors to the Bank of England, his nephews, Messrs. William and Edwin Freshfield, were associated with Mr. Henry Freshfield in the solicitorship to that establishment. At the same time the court of directors caused to be conveyed to Mr. Charles Freshfield their high sense of the services he had rendered during the many years of his official connection with them.

Mr. Grenville Murray has been made the defendant in a civil action, which will be tried in the course of a few days, as it has been set down for hearing at the forthcoming Croydon assizes. The plaintiff is Mr. John Hughes, who was the publisher of the *Queen's Messenger*, his claim being for liabilities alleged to have been incurred by Mr. Grenville Murray, as the responsible, although not the registered proprietor of the paper.

THE LAWYERS IN DANGER.—There is some prospect of our not only cutting short the tediousness of the "law's delay," but also of our getting rid of the Profession generally. If this could be done without causing much physical suffering, few objections would be raised; but we confess to a weak feeling of hesitation at the proposed means by which the blessing is to be accomplished. Mr. J. Fowler, the engineer to the Metropolitan District Railway Company, in his evidence before the select committee on the Hungerford-bridge and Wellington-street Viaduct, being questioned with regard to the incorporation of a great public building with one of the stations of the company, and in answer to an inquiry "if he could have in the station a colossal lift which could take up any number of suitors and lawyers, wigs and all, to any floor they chose to go, without inconvenience," replies, "Certainly, and I think that would be a matter worth consideration in the arrangement of the law courts." He is then asked, "And it could take them down again if they are weak in the knees?" To which question his answer is simply, "Yes." No further question was put to him, but we all know what it means. Anyone who has doubts as to the possibility of the lift taking the lawyers down with even greater facility than it takes them up, has only to read the account of the inquest held on the body of the unfortunate man killed the other day in the lift at the Charing-cross Hotel. Between the railway and the lift the lawyers are doomed: if they escape Scylla, they will fall into Charybdis. It is a curious thing to watch the retributive forces of nature. Engineers and lawyers have taken all our money, and now the former are going to take the lives of the latter, who will, no doubt, revenge themselves in some way.—*Pall-Mall Gazette*.

THE BENCH AND THE BAR.

ASSIZE INTELLIGENCE.

WESTERN CIRCUIT.

Dorchester, July 22.—There were 8 civil causes. The calendar of prisoners is small in point of numbers, but the offences are of a heinous nature. There are 2 charges of murder—one against a convict under sentence of penal servitude, for the murder of one of the warders of the prison; the other is that of a young woman who had been schoolmistress of a national school, for the murder of her illegitimate child. It appeared that the child, when found in a drawer, was warm; the tongue was missing, but was found wrapped up in a cloth, having been cut out.

NORFOLK CIRCUIT.

Bedford, July 23.—The commission for the county of Beds was opened yesterday afternoon by Mr. Justice Byles. The business is extremely light. There are no causes, and only 13 prisoners. The offences are manslaughter, shooting with intent to do bodily harm, assault and robbery, rape, and larceny. The cases tried have been generally of little interest.

Huntingdon, July 27.—The commission for this county was opened yesterday afternoon by Mr. Justice Byles. There no causes, and only 12 prisoners.

NORTHERN CIRCUIT.

Carlisle, July 22.—The calendar contains an entry of the names of 14 prisoners, none of the cases being of a very serious character. The cause list contains an entry of 4 special jury causes only. One or two of these are cases of some importance, but it is a very poor assize.

Lancaster, July 27.—The cause list contained the name of one only. Such a list has never before been known at Lancaster. The calendar has the names of 15 prisoners, 1 of these charged with wounding with intent to murder, 2 with manslaughter, 1 with rape, 2 with perjury, and several coming cases.

MIDLAND CIRCUIT.

Lincoln, July 24.—The commission was opened yesterday. The cause list contains 14 cases, of which 2 are marked for special juries. The calendar for the county contains 19 cases. There is one serious charge of murder, arising out of a poaching affray at Wold Newton. There is 1 case of child murder, 3 of shooting with intent to commit murder, and for stabbing with the same intent. The rest are of a more ordinary character. There are two cases in the city, in one of which Edward Willows is charged with uttering a forged bond, and with being accessory to the forging of the bond by Thomas Scholey, who was tried for that offence at the last Spring Assizes and convicted.

MAGISTRATE AND PARISH
LAWYER.

READINGS OF NEW STATUTES.

WINE AND BEERHOUSE ACT, 1869.

Mr. Cousins writes to us:—I have altered my views a little since writing, and sending you the 2nd article on this statute yesterday, kindly substitute the inclosed for the paragraph on the 15th section.

Section 15 enacts that, "If any person shall suffer beer or cider to be drunk in his house at any time during which the house ought by law to be closed, he shall be liable on summary conviction to a penalty not exceeding 40*s*. for each offence." This a very important section, and is somewhat novel. The marginal note in the statute is, "penalty for selling beer or cider to be drunk at illegal times." This is clearly incorrect, and calculated to mislead. The section does not relate to selling, but to "suffering beer or cider to be drunk." Before the present Act a beer retailer had a right to entertain his friends gratuitously during the prohibited hours, provided he did not keep his house open and did not sell: (*Overton v. Hunter* 23 J.P. 808, 1 L. T. Rep. N. S. 366.) He had also a right to supply beer, &c. in exchange for other goods to be delivered to him subsequently (*Petherick v. Sargent*, 6 L. T. Rep. N. S. 68). The section under consideration renders it an offence to suffer beer to be drunk during prohibited hours, and the words used would literally extend to a case where the beer retailer was entertaining his friends gratuitously. It would also in strictness of language extend to his own family and the inmates of his house, but it is confidently submitted that these constructions could not be supported. It would also literally extend to drinking by lodgers and travellers during the various times at which beer retailers might supply such parties respectively under former Acts of Parliament. But the section will probably be held not to affect these parties. If it had been intended to extend to them surely it would have done so in express terms, having regard to the prior state of the law. Moreover, if reference be made to the second schedule to the Act, it will be observed that the enactments now in existence in favour of lodgers and travellers are unrevoked. In the midst of these various doubtful matters one thing is clear, namely, that the loose and indefinite wording of the clause will create much litigation. In the face of previous legislation the Legislature ought to have defined more clearly how far it was intended the clause should go. It does not extend to wine, but only to beer (which includes

ale and porter) and to cider (which includes perry). Why this distinction is made it is impossible to comprehend, unless it be contended to create a distinction in favour of those who can afford to drink wine.

NOTES OF NEW DECISIONS.

FRIENDLY SOCIETIES ACT—TRADES UNION—RESTRAINT OF TRADE.—A mutual society which, in addition to rules for the *bond fide* relief of sick members, and for other ordinary purposes of a friendly society, includes also rules for the encouragement, relief or maintenance of men on strike, is not a friendly society within the 18 & 19 Vict. c. 63 (The Friendly Societies Act 1855.) By one of the rules of "The Amalgamated Society of Carpenters and Joiners," it was provided that "any free member or members leaving his or their employment under circumstances satisfactory to the branch or executive council, shall be entitled to the sum of 15s. per week." Held, per Cockburn, C.J., and Mellor, J., that this rule being ambiguous, and being, in their opinion, according to the evidence in the case, construed and applied by the society so as to render the funds of the society available for the purpose of supporting "strikes," the society was not within the protection of the above-mentioned enactment. Held, per Hannen and Hayes, JJ., that the rule was not ambiguous but perfectly plain and lawful, and that as in their opinion the evidence in the case does not show any illegal action under it, the society was within the protection of the said enactment. Per Hannen, J.—Strikes are not necessarily illegal. The legality or illegality of a strike must depend on the means by which it is enforced, and its objects. It may be criminal, as if it be a part of a combination for the purpose of injuring or molesting either masters or men; or it may be simply illegal, as if it be the result of an agreement, depriving those engaged in it of their liberty of action; or it may be perfectly innocent, as if it be the result of the voluntary combination of the men for the purpose only of benefiting themselves by raising their wages, or for the purpose of compelling fulfilment of an engagement entered into between employers and employed, or any other lawful purpose. (*Farrer v. Close*, 20 L. T. Rep. N. S. 802. Q. B.)

LANCASHIRE COUNTY SESSIONS, BOLTON.

Thursday, July 22.

Important application under the Beer and Wine Licensing Act.

An application was made under the new Act for regulating the granting of beer and wine licences, which involves a question of considerable importance to beer-sellers.

Hall, on behalf of Mr. Charles Isherwood, applied for the transfer of the certificate for a beer licence to a house in Halliwell, recently occupied by a person named Smith, but now in the occupation of Mr. Isherwood. He called attention to the 5th section of the new Beer Act, which enacts that "certificates under the Act shall be granted by the justices assembled at the general annual licensing meeting," and to the 9th section, which provides that the "certificates may be transferred to the new tenant or occupant of any house or premises in respect of which a licence under any of the said recited Acts, or in which a certificate shall have been granted under this Act of the justices." The Act, he must say, was not at all free from ambiguity. The clause referred to certificates which shall have been granted before the passing of this Act, which he argued meant the over-seers' certificate, or the licence held by the outgoing tenant. If this were not so, the premises would have to be closed until the next annual licensing day, and he submitted it could never be intended that the business should be suspended in order that the justices should exercise some control.

Mr. C. Briggs, Clerk, said the magistrates had no power to grant a licence. All that they could do was to grant a certificate under the Act, or transfer a certificate where one existed. This was not an application for a certificate, and the justices were called upon to transfer that which did not exist, there being really no certificate at present. It might be hard and productive of some inconvenience, but having given the Act great consideration, he did not see how the application of Mr. Hall could be granted. At the next annual meeting certificates would be granted, and after that they might be transferred, but there were no certificates yet in existence.

Hall said if the premises had to be closed until the licensing meeting, an incalculable loss would be inflicted.

The MAGISTRATES declined to take action in the matter, under the circumstances, but it is understood that the point will again be argued at an early period.

LOCAL TAXATION.—The Local Taxation Committee, Sir Massey Lopes, M.P., chairman, have offered a sum of 50*l.* for the best essay on the injustice, inequalities, and anomalies of the present poor-rate assessment, and of the incidence of other local burdens in England and Wales.

APPOINTMENT OF DIVISIONAL DETECTIVES.—The Commissioners of Police have appointed twenty sergeants and 160 constables to form a divisional detective police. One of the duties of the divisional detectives will be to make themselves well acquainted with all the criminals in their districts, and their associates, habits, and residences. They will also be employed, under the orders of the superintendents, in tracing crimes committed in the division, and generally in the detection of offences which the police have been unable to prevent. The sergeants are to receive a weekly allowance of 35*s.* each, and the constables 28*s.*, there being an allowance of 5*l.* to each man in lieu of uniform.

COLDBATH FIELDS PRISON.—Capt. Sutton Kirkpatrick, late 3rd Dragoon Guards, has been elected by the magistrates of Middlesex to fill the post of deputy governor of Coldbath-fields Prison after a most exciting contest. Capt. Kirkpatrick served in the 28th Regiment in the Crimea in 1854-5—medal and clasp, and Turkish medal. Served also in the Indian mutiny in 1858, at the assault and capture of Fort Beyer, on which occasion he volunteered for and commanded the storming party, for which he was mentioned in despatches. He subsequently acted as a provost marshal to the Okamundel field force at the siege and occupation of Dwarika—Indian medal. He also served in India for five years in the 3rd Dragoon Guards.

ADULTERATION OF FOOD ACT.—A Parliamentary return gives the number of persons convicted in the metropolis within the three years ending the 31st Dec. last of adulterating food and drink under the provisions of the revenue Acts. The convictions in 1866 were twenty-two; in 1867, seven; and in 1868, five. Twenty of these convictions were for selling or being in possession of materials for adulterating beer; eleven were for selling adulterated coffee; and one was for adulterating chicory with mustard husks. The largest penalty inflicted by the magistrates was 500*l.* for supplying materials for adulterating beer, this being a second offence; but the penalty was mitigated by the board to 100*l.* The next highest was a penalty of 125*l.* for a like offence, and this was mitigated to 25*l.*; another of 100*l.* was mitigated to 25*l.* The other penalties were 50*l.* and 25*l.*, and were mitigated by the board to various sums of from 25*l.* to 2*l.*

LUNACY.—The report of the Commissioners in Lunacy shows a total increase in the number of insane persons in England and Wales on Jan. 1, 1869, as compared with the 1st Jan. 1868, of 2177. The number of private patients appears, during that interval, to have increased, in county and borough asylums, by 6; in registered hospitals by 70; in metropolitan licensed houses by 107; in naval and military hospitals by 27; and in private charge as single patients by 50. On the other hand, the patients in provincial licensed houses have decreased by 138, the result being a net increase of 122 in the class of private patients. The number of the pauper class has been increased by 2020, distributed thus:—County and borough asylums, 1181; registered hospitals and licensed houses, 184; workhouses, 497; out-door paupers, 158. There appears besides an increase during the year of 35 in the total number of criminal patients in the Broadmoor Asylum.

DEBTS OF BOROUGHES.—The debts of some of the municipal boroughs of England are of considerable amount. The annual accounts made up the 31st Aug. 1868, show the debt of Manchester to be 838,204*l.*; of Halifax, 737,869*l.*; of Birmingham, 627,373*l.*; of Oldham, 534,849*l.*; of Newcastle-upon-Tyne, 274,506*l.*; of Preston, 198,975*l.* The total of secured debts is 4,900,743*l.*, and thirteen boroughs sent in no account. The amount borrowed on security in the year was 581,666*l.* The expenditure on public works in the year ending the 31st Aug. 1868 was 1,103,066*l.*; at Manchester, 414,812*l.*; Liverpool, 127,802*l.*; Newcastle, 95,960*l.*; Halifax, 93,293*l.*; Oldham, 73,660*l.*; Birmingham, 70,807*l.* The debt (principal) paid off in the year was 348,332*l.*

CLERKS OF ASSIZE.—The bill to amend the law relating to the office of clerk of assize and offices united thereto, and to certain fees upon orders for payment of witnesses in criminal proceedings, enacts that a person shall not be appointed to be clerk of assize unless he has during a period of not less than three years been either (1) a barrister-at-law in actual practice, or (2) a special pleader or conveyancer in actual practice, or (3) an

attorney of one of the Superior Courts of law at Westminster in actual practice, or (4) a subordinate officer of a clerk of assize on circuit; and the appointment of any person to be clerk of assize who is not qualified as provided by this section shall be void, and another duly qualified person may be appointed in his place as if he were naturally dead. Whenever any vacancy takes place in the office of clerk of assize the Commissioners of Her Majesty's Treasury may revise the salary attached to such office and fix another salary, having regard to the nature of the duties and responsibility of such office. A clerk of assize who is paid by salary shall not take any fee for his own use; and if he is authorized by an Act passed or hereafter to be passed to take any fee, he is to account for and pay over such fee as may be directed by the Commissioners of Her Majesty's Treasury. Every person appointed after the passing of this Act to be clerk of assize shall hold his office subject to such provisions and regulations as may thereafter be enacted by Parliament, and shall not be entitled to any compensation in respect of the emoluments of his office in case any alteration is made in the duties, or in case it is abolished by Parliament.

THE CONTAGIOUS DISEASES ACT.—The report of the select committee appointed to inquire into the working of the Contagious Diseases Act 1866 and to consider whether, and now far and under what conditions, it may be expedient to extend its operations, have agreed upon their report, which has been published. The question of whether it would or would not be advisable to extend the operation of the Contagious Diseases Act (1866) to the whole population is one (the committee say) which involves considerations of such magnitude both social and economic, and would necessitate an inquiry so lengthened and so elaborate, that they have thought they should best perform their duty by not entering on so large a field at a late period of the present session. They understand that, in moving for the committee Her Majesty's Government were not prepared and had no intention, to enter into the consideration of this question in the present year. The committee have therefore confined their investigation for the present: first, to the operation of the Act in those districts to which it has been already applied; secondly, to the alterations which may be necessary to secure more satisfactory results; thirdly, to its further extension for military and naval purposes to districts not included within its schedules. Although the Act has only been in operation two years and a half and at some stations only seven months, strong testimony is borne to the benefits, both in moral and sanitary point of view, which have already resulted from it. Prostitution appears to have diminished, its worst features to have been softened, and its physical evils abated.

CRIME IN THE ARMY.—The Royal Commission on Courts-Martial have obtained returns for the years 1865, 1866, and 1867, showing the amount of crime in the army. The number of soldiers tried by courts-martial on charges of habitual drunkenness or drunkenness on duty was 8656 in 1865, 10,857 in 1866, and 10,833 in 1867; but it must be remembered that since 1866 the charge for habitual drunkenness has been made imperative on the commission of the fourth offence. The trials for insubordination were 6·4 per 1000 of strength in 1865, 6·1 in 1866, 6·0 in 1867, but 7·4 in 1868: some of our military prisons the punishment now inflicted is quite inadequate to the repression of the crime of insubordination, and some central military prison is needed in which stricter discipline can be exercised than is possible in some of the present places of confinement. The returns, far as they are complete, show that in 1865 198,048 men were imprisoned by sentence of court-martial for an aggregate of 1,144,745 days; in 1866, 190,919 men for 1,121,757 days; in 1867, 189,781 men for 1,134,058 days. It is to be hoped this serious loss of service may be lessened by stricter prison discipline and the new system fines for drunkenness. 601 soldiers were flogged in 1865, 510 in 1866, 150 in 1867. In 1865, 11 soldiers were marked with the letter D, 74 w B.C., and 106 were discharged with ignominy; in 1866, the numbers were 1464, 120, and 123 respectively; in 1868, 1615, 190, 184. It is supposed many that branding is done in some painful and cruel manner. This mode of marking is attended with so little pain that both in the military and naval service it is a common occurrence for men to mark themselves in a similar manner for the purpose of recording events in their lives, attachments which they have formed, or the ships and regiments to which they belong. The object of marking is not punishment, but the protection of the public against the re-enlistment of men.

BETTING HOUSES.—The magistrates of Windsor division of Berkshire had a batch of betting cases before them on Saturday last. Offences alleged were committed on Ascot Heath at the late meeting there, and the information

were laid by one Bacchus, who was said to be a betting man himself. The first case taken was that of Mr. Valentine, of the firm of Valentine and Wright. Mr. Montagu Williams, on Mr. Valentine's behalf, at once pleaded guilty, as he said it was impossible to deny that the case came under the Act. But it was equally impossible, he contended, to deny that the Act was meant to apply to totally different cases from that of his client. He urged, therefore, that a nominal fine only should be inflicted. In the course of the learned counsel's speech he mentioned that half the penalty imposed by the bench goes to the informer, but that in several cases which would otherwise have been heard by the magistrates, the persons who had been summoned had paid the informer sums of 5*l.* and 10*l.*, and so the summonses had been withdrawn. Mr. P. H. Crutchley, delivering the unanimous judgment of a full bench said, "We are unanimous in our opinion that this is a class of case that never was intended to be punished by the Legislature; but we have the statute before us, and we must follow the letter of the law. We at the same time wish our opinion to be made public, and we also wish to say that if proceedings are to be taken of this description it is the province of the police, and not of a private individual. We therefore inflict a fine of 1*l.*" A like fine was inflicted in all the other cases. Mr. Long, the magistrates' clerk, pointed out that the magistrates had power to compel persons who took out summonses to proceed with them—a course which, if it had been taken in this case, would have been very disastrous to Mr. Bacchus.

CRIMINAL LUNATICS.—The acquittal of criminals on account of supposed insanity causes persons to be confined in lunatic asylums who are no lunatics, unless that term is to include persons who yield to their passions, instead of governing them. This year's report on Irish lunatic asylums states that three men escaped from the central lunatic asylum in 1868, all of them believed to be sane. One of them, named Langfrey, the leader of the party, a man tried for an assault upon a woman, is described as a clever man, who had been in the British army, the French army, and in the French navy, and in the British, German, and Russian prisons. He has a fair grammatical knowledge of French, and knows something of German. He is completely self-taught. He is a good shoemaker, tailor, and weaver. His age, notwithstanding such varied experiences, is but twenty-seven. While in the Irish asylum he made from a scrap of iron a key by which he could open the door of his division. He put together a wooden sewing machine of his own contrivance, with which he made clothes for himself, and his mind seemed so intent on improving this machine that there was little apprehension of his attempting to escape. He and his two companions were the first to leave the supper room, the attendant holding the door open for them. They went upstairs directly, and got through a window the fastenings of which they had previously loosened: the night being dark they could not be captured, though missed at once. It is assumed that insane people have very little power of combining together to carry any design into effect; but this escape was the result of a plan cleverly laid by the three. One of his companions was confined for killing his child, but he always maintained that as he was drunk at the time he ought not to be punished. The other was an American Irishman, who was certainly once insane, but for many months had shown no symptoms of a perverted mind; his offence was a very violent assault on a policeman. Langfrey's mental failing seemed to be fickleness of purpose.

COUNTY ADMINISTRATION.—After some pressing from county members the Government has laid upon the table of the House of Commons a statement of the number of elected members whom they think it is "probable" will be upon the County Financial Boards of each shire, as well as the actual number of magistrates upon the county rolls. It is imperfect—we were about to say "of course;" the genius of slip-slop must have watched over its production, for at a time when so many members of the Legislature are anxious to know what would be the numerical force thrown upon the bench of quarter sessions by the Home Office scheme of county financial reform, the paper is published without a single total or summary, though a statesman would probably look first to the general bearing of the statistics before he investigated their local relations. How easily such a summary could have been given we will show by placing one here. The statistics for the first schedule of the Bill represents thirty-nine English counties, excepting from Cambridge, Herts, and Northampton respectively the liberties of Ely, St. Albans, and Peterborough, which come under the second schedule. We have reckoned Lincolnshire only as one county; but each of its three parts for the purposes of the Bill is a county in itself, and in that view the English shires may be called forty-one. The second schedule consists

of the three English counties of Monmouth, Rutland, and Westmoreland, the three liberties just named, and the twelve counties of the principality. The epitome of the return might, we submit, have been appended in some such shape as this:

	No. of Quarter Sessions Jurisdictions	Gross estimated Rental thereof in 1868.	Financial Boards.	
			Probable number of Elected Members.	Actual number of Magistrates on the Roll.
First Schedule...	41	85,143,000	1,571	10,133
Second Schedule	18	7,122,000	236	1,830
Total ...	59	92,265,000	1,087	11,963

The first thing we learn from this—it is information long buried in the recesses of the Home Office—is that the army of the "great unpaid" on duty in the counties and liberties of England and Wales is nearly 12,000 strong. The municipal area over which they have no authority had, in 1865, about 18,000,000*l.* rental, or say one-sixth of the aggregate valuation of the kingdom; that, on the average 51,000*l.* of yearly rental is to have one elected representative at the county board; but, taking the schedules separately, the counties in the first have one representative to 54,000*l.*, and those in the second one to 30,000*l.* The grand total of members magisterial and representative on the fifty-nine financial boards will, in the event of the Bill in its present form becoming law, be 13,770, in the proportion of eighty-seven magistrates to thirteen elected representatives per 100 members. The great diversity of representative power, whatever may be the worth of the privilege anywhere, is under this Bill inevitable, because the scheme gives representatives, not according to the number of magistrates at each board, but according to rental. Thus, for example, Cambridgeshire (part of) with 1,090,000*l.* rental is to have only fourteen elected members to 197 magistrates, while that part of the county which is within the liberty of Ely for half the rental (543,000*l.*) is to have seventeen representatives to fifty-three magistrates. Thus the richer section of the county will send one representative to sway the counsels of fourteen magistrates, while the poorer section will have far greater chances of influence at quarter sessions if provided, as intended, with one elected member to balance the votes of every third magistrate. The contiguous county of Hunts, with less than half the rental of Cambridgeshire (schedule 1), is to have twelve elected members against forty-three magistrates. If wisdom is to be found in the multitude of counsel on local finance, Lancashire will be truly blest when 800 persons (99 representative and 719 magisterial members) meet at Preston to determine whether the "general purposes rate" shall be 1*d.* or 1½*d.* in the pound. Other anomalies of a like kind are discernible in detail.—*Pall Mall Gazette.*

REAL PROPERTY LAWYER AND CONVEYANCER.

NOTES OF NEW DECISIONS.

MORTGAGE — MARSHALLING SECURITIES — PRIORITY.—B. having a reversionary interest in C. and D., mortgaged them three times. The first mortgage comprised both C. and D.; the second comprised C. only; the third comprised both C. and D., and was subject to the prior mortgages. C. was completely absorbed in satisfying the first mortgage. The proceeds of the sale of D. were paid into court. It was held that the second mortgage must be satisfied in full before payment to the third mortgagee: (*Re Mower's Trusts*, 20 L. T. Rep. N. S. 838. M. R.)

SALE OF LAND—AUTHORITY TO TREAT.—B. and C., joint owners of an estate, issued advertisements for the sale of it, by the terms of which intending purchasers were to apply to any one of them "to treat or view the premises." This was held not to authorise any one of the defendants singly to enter into a contract on behalf of the others for sale of the land: (*Goodwin v. Brind*, 20 L. T. Rep. N. S. 849. C. P.)

TRUSTEE AND MORTGAGEE—TRUST FOR LIFE — SALE OR FORECLOSURE.—By a deed of settlement certain property was vested in trustees with extensive powers of management, the trustees being also beneficially interested, and it was provided that if either of the trustees paid off any of the charges, he was to be entitled to a charge by way of mortgage. C. T., the managing trustee, paid off a charge and filed his bill in this suit for a foreclosure. The Vice-Chan-

cellor made a decree for a sale in one lot, with a certain reserved price, if the defendants, who asked for the sale, deposited a sum of money for the costs, and in default, for a foreclosure: Held overruling the decision of the Vice-Chancellor, that under the terms of the deed, the direction as to the mortgage did not give any trustee the rights of a mortgagee so as to enable him to foreclose, and so destroy the trust. Independently of this, it is a well-established doctrine that when, as in this case, the duties of a trustee conflict with his personal interest as a mortgagee, the court will control him and not allow him to foreclose, especially when the estate is under his control, and the *cestui que trust* has no other means of raising money to pay off the mortgage. Decree of the court below altered, and only a decree for sale made: (*Tennant v. Trenchard*, 20 L. T. Rep. N. S. 856. L. C.)

ELEMENTARY PRECEDENTS IN CONVEYANCING. (a)

A Collection of practical Forms designed for professional Use, and suited to the Emergencies of actual Practice, with Notes.

(Continued from page 246.)

RECITALS. (b)

121. Recital of a lease.

Whereas, by an indenture of lease dated on or about, &c., and made between A. B., of the one part, and the said C. D., of the other part, the said A. B. did demise and lease unto the said C. D., his executors, administrators, and assigns, all that, &c. [parcels] to hold the same, with the appurtenances, unto the said C. D., his executors, administrators, and assigns from the day of 18, for the term of years thence next ensuing, subject to the payment of the yearly rent of £ , by the instalments therein mentioned, and to the observance and performance of the covenants and conditions therein contained, and on the part of the lessee, his executors, administrators, and assigns to be observed and performed.

122. Recital of a mortgage of lease.

Whereas, by an indenture dated, &c., and made between A. B. of the one part and C. D. of the other part, in consideration of £ paid to the said A. B. by the said C. D., the piece of land described in and demised by the hereinbefore-recited indenture of lease, together with the buildings erected thereon, was assigned unto the said C. D., his executors, administrators, and assigns for the residue of the said term of years, subject to redemption on payment by the said A. B., his executors, administrators, or assigns, to the said C. D., his executors, administrators, or assigns, of the said sum of £ , with interest for the same after the rate at the time and in the manner therein mentioned.

123. Recital of a second mortgage of lease.

Whereas, by an indenture dated, &c., and made between A. B. of the one part, and C. D. of the other part, the said piece or parcel of land, buildings, and premises, were assigned unto the said C. D., his executors, administrators, and assigns, to hold the same unto the said C. D., his executors, administrators, and assigns, for the then residue of the said term of years, subject to the said hereinbefore-recited indenture of, &c. [first mortgage], and to the payment of the said principal sum of £ and interest thereby secured, and subject also to redemption on payment by the said A. B., his executors, administrators, or assigns, to the said C. D., his executors, administrators, or assigns, of the said sum of £ and interest after the rate at the time and in manner therein mentioned.

124. Recital of a transfer of second mortgage of lease.

Whereas, by an indenture, dated, &c., and made between A. B. of the first part, C. D. of the second part, and E. F. of the third part, the said A. B., with the concurrence of the said C. D., did assign unto the said E. F., his executors, administrators, and assigns, the said principal sum of £ owing to the said A. B. on the security of the said indenture of, &c., and the interest then due for the same, and the benefit of all securities in respect thereof, to hold the same unto the said E. F., his executors, administrators, and assigns, for his and their own benefit. And by the said indenture now in recital, it was further witnessed that the said A. B., at the request of the said C. D., did assign, and the said C. D. did assign and confirm unto the said E. F., his executors, administrators, and assigns, all the said piece of land, buildings,

(a) By THOMAS WILKINSON, Esq., Liverpool.

(b) As to the object, shape, and advantage of recitals generally, see Barry's Conveyancing, pp. 185-7, where the subject is ably discussed; also 1 David Conv. pp. 41, et seq., 49, 50; and pp. 557, 558.

and premises comprised in the said hereinbefore recited indenture of, &c., to hold the same unto the said E. F., his executors, administrators, and assigns, for the residue of the said term of years, created by the said hereinbefore recited indenture of lease, but subject to the said indenture of, &c. [first mortgage], and to the payment of the principal moneys and interest intended to be thereby secured upon trust, to sell and receive the purchase-moneys, and apply the same (after satisfying the costs and expenses of the now-recited indenture and the costs of sale) in payment of the sum therein mentioned and interest thereon, and also such other moneys (if any) as might be advanced by the said E. F. to or on account of or might become due to him from or by the said C. D., his executors or administrators, with interest, and to pay any surplus of the said moneys unto the said C. D., his executors, administrators, or assigns.

125. Recital of no sale having taken place under power contained in mortgage.

Whereas no sale has taken place under or by virtue of the trust for sale contained in the lastly recited indenture.

126. Recital of bankruptcy of lessee.

Whereas the said A. B., being then a prisoner for debt in Her Majesty's prison at , was, on the day of 18 , adjudicated a bankrupt by a registrar of the Court of Bankruptcy at , attending the said prison, who directed that the said bankruptcy should be prosecuted in the Court of Bankruptcy for the district.

127. Recital of appointment of creditors' assignee.

Whereas the said A. B. was, on the day of 18 , duly elected by the creditors, and appointed by the Court of Bankruptcy for the district creditors' assignee of the estate and effects of the said C. D.

128. Recital of a contract and subcontract for sale.

Whereas the said A. B. has agreed with the said C. D. for the sale to him of the said piece of land, buildings, and premises for the residue now unexpired of the said term of years, with the appurtenances free from incumbrances at the price of £ , and the said C. D., without having taken any assignment to himself, has agreed with the concurrence of the said A. B. to assign all his right and interest in the premises unto the said E. F.

129. Recital of amounts due on mortgages and agreement to pay off same out of purchase-money.

Whereas the said respective sums of £ and £ are now due and owing to the said A. B. and C. D. respectively, but all interest for the same has been paid up to the date of these presents, and it has been agreed that such sums respectively shall be paid off out of the said purchase-money or sum of £ , and that the said A. B. and C. D. shall join in these presents in manner hereinafter appearing.

130. Recital of a contract with party deceased.

Whereas the said A. B. some time since agreed with C. D., now deceased, for the absolute sale to him of the said hereditaments subject as hereinafter mentioned for the sum of £ , which sum was paid by the said C. D. in his lifetime to the said A. B. as he doth hereby admit, but no conveyance of the said hereditaments was made to the said C. D.

131. Recital of a will and devise of residue.

Whereas the said A. B. duly made and executed his last will in manner then by law required for passing freehold estates by devise (a), dated, &c., whereby, after making certain specific devises and bequests as therein contained, he gave, devised, and bequeathed all the rest, residue, and remainder of his estate and effects whatsoever and wheresoever, real and personal, unto the said C. D., his heirs, executors, administrators, and assigns upon certain trusts thereafter mentioned concerning the same.

132. Recital of codicils not affecting general devise.

Whereas the said testator made two codicils to his said will dated respectively, &c., but neither of such codicils affected the general devise of the residuary real and personal estate made by the said will.

133. Recital of death and probate of will and codicils.

Whereas the said testator died on the day of 18 without having altered or revoked his said will, except so far as the same was altered or revoked by the said codicils thereto, and without altering or revoking the said codicils, and the said will and codicils were duly proved in the Registry of Her Majesty's Court of Probate on the day of 18 by the said A. B.

(a) This is unnecessary in the recital of a will made on or since Jan. 1, 1838.

134. Recital of request to convey.

Whereas the said A. B. has requested the said C. D. to convey and assure to him the fee simple and inheritance of the hereditaments so contracted to be sold to the said E. F., deceased, which the said C. D. has agreed to do subject as hereinafter mentioned.

135. Recital of a judgment obtained against mortgagor.

Whereas the said A. B. is indebted to the said C. D. in the sum of £ , for which sum the said A. B. has obtained a judgment against the said C. D. in Her Majesty's Court of , and the said C. D. has applied to the said A. B. to forbear issuing an execution thereon which he has agreed to do upon having the payment of the said debt with interest secured in manner hereinafter appearing.

136. Recital of an action having been commenced against mortgagor.

Whereas the said A. B. is indebted to the said C. D. in the sum of £ , and the said C. D. having applied to him for payment of the same sum, but without effect, the said C. D., on the day of 18 , commenced an action against the said A. B. in Her Majesty's Court of , which action the said C. D. has consented to stay on the said A. B. giving security for the payment of the said sum of £ and interest for the same in manner hereinafter appearing.

137. Recital of liability on promissory notes.

Whereas the said A. B. has become liable to Y. Z., on a promissory note for £ and interest payable on demand, at the request of and as surety for and jointly with the said C. D., and is also liable on another promissory note to the said Y. Z. for the sum of £ and interest payable and made in like manner, and the said A. B. having required security for the payment of any moneys which he may at any time be required or called upon to pay to the said Y. Z., or to any other person or persons for or on account of the said C. D., in respect of the said promissory notes respectively or otherwise, the said C. D. has agreed to give such security in manner hereinafter appearing.

138. Recital of a policy of life assurance.

Whereas by a policy of assurance, dated, &c., the Assurance Company assured to the said A. B. the sum of £ , to be paid to his executors, administrators, or assigns, within calendar months next after satisfactory proof of the death of him, the said A. B., at or under the annual premium of £ .

138*. Recital of a mortgage of policy of life assurance.

Whereas by an indenture dated, &c., and made between the said A. B. of the one part, and C. D. of the other part, in consideration of the sum of £ then due by the said A. B. to the said C. D., the said A. B. did assign and transfer unto the said C. D., his executors, administrators, and assigns the said policy and all sums of money which should or might at any time become payable under or by virtue thereof, subject to redemption on payment by the said A. B., his executors, administrators, or assigns to the said C. D., his executors, administrators, or assigns of the said sum of £ with interest after the rate of £ per cent. per annum, without deduction.

139. Recital of a contract for purchase of policy of life assurance.

Whereas the said A. B. hath contracted and agreed with the said C. D. for the absolute sale to him of the said policy of assurance, and the moneys and advantages thereby secured free from incumbrances at the price of £ .

(To be continued.)

JOINT-STOCK COMPANIES' LAW JOURNAL.

NOTES OF NEW DECISIONS.

WINDING-UP—COMPANY TAKING OVER A BUSINESS—CREDITORS OF THE OLD FIRM.—Where a new partner is introduced into an established firm, or a new firm is constituted in place of it, and a creditor, with knowledge of all the facts, continues his dealings with the firm, his assent to a substitution of the liability of the new firm for that of the old will be inferred upon slight circumstances; but slight circumstances will not lead to any such inference in a case where the creditor has, four months after the substitution of the new firm, distinctly asserted that his dealings were with the old firm exclusively, and that he has no knowledge of the new firm in the transaction. And where advances were agreed to be made by G. to S. and K., whose business was, after the payment of the first advance,

taken over by a limited company, in which G. was an original shareholder, and the bills were drawn on G. by S. and K., and the advances carried to S. and K.'s account with G. and Co. their bankers, it was not enough, in the face of such a declaration as is mentioned above, to substitute the company for S. and K., that G. applied to the company for payment of interest due, and received it from the company, and that the banking balance of S. and K. in G. and Co.'s books was carried over to the credit of the limited company: (*Re Smith, Knight and Co.*, 20 L. T. Rep. N.S. 835. L. J.J.)

COMPROMISE BETWEEN CREDITORS AND CONTRIBUTORIES.—In prospect of litigation, a scheme for a compromise between the company and the contributories was proposed and assented to by the majority, but there were a few dissentients—the terms were that the creditors should accept 17s. in the pound. The court held that it had power to sanction such a compromise: (*Re Commercial Bank of India*, 20 L. T. Rep. N. S. 839. M.R.)

ULTRA VIRES—MISAPPROPRIATION OF FUNDS—REPAYMENT.—The objects of a joint-stock company (limited) were declared by the articles of association to be "for carrying on the business of a bill broker and scrivener, the drawing, accepting, endorsing, discounting and rediscounting bills of exchange and promissory notes; the making advances and procuring loans on, and the investing in, securities; the borrowing and lending of money, the guaranteeing payment of bills of exchange, promissory notes, and advances, and the doing all such things as the directors should consider incidental or conducive to the attainment of the above objects. The company, by a resolution of the board of directors, agreed to assist a joint-stock banking company by taking 3000 shares in such banking company, and as a consideration for a transfer and registration of those shares to nominees of the directors of the discount company, they drew cheques amounting to 30,000l. on the bankers of the company, which were duly paid. This transaction the directors alleged was duly entered into with a view of promoting and increasing the business of their company, but the true character of the transaction was not entered in their cash book, but was described as "loans" to the banking company: Held, that such a transaction was *ultra vires* of the directors of the Discount Company: Held also that it was a breach of trust, and the 30,000l. paid into court by the defendants, the directors, forthwith: (*London Joint-Stock Discount Company v. Brown*, 20 L. T. Rep. N. S. 844. V.C.J.)

LIABILITY OF RAILWAYS—NEGLIGENCE.—B., a passenger, while trying to fasten the door while the train was in motion, fell out and was injured. The fastening was in an improper state. But it was held not to have been negligence so directly the cause of the accident as to make the company responsible, or to be a case for the consideration of the jury: (*Adams v. The Lancashire and Yorkshire Railway Company*, 20 L. T. Rep. N. S. 850. C.P.)

LIABILITY OF SUBSCRIBERS OF A MEMORANDUM OF ASSOCIATION.—The Master of the Rolls has just decided in *Pell's case*, *re Heyford Iron Works Company*, a point as to the liability of subscribers to a memorandum of association. Mr. Pell, who was the owner of the Heyford Works, subscribed the memorandum for 1500 shares of 20l. each; but inasmuch as by the articles of association, part of the price of the works was to be received in 1350 paid-up shares, he contended that he was only liable as a contributory on 150 shares—the 1350 being part of the 1500 for which he subscribed the memorandum. The Master of the Rolls took a different view, holding in effect that the signature to the memorandum made him liable, and that the mention of the 1350 shares in the subsequent articles of association must be taken as a subsequent matter. The idea of promoters, we fear, has hitherto been with Mr. Pell; but more care will in future be taken of what is done in memorandums, with the effect of diminishing perhaps the worst class of such undertakings.

WHAT IS LACHES IN A COMPANY.—According to a decision of Vice-Chancellor James—*Re the European Central Railway Company (Parsons' case)*—a company may suffer by laches in rectifying the register as well as the individual shareholders. In this case Mr. Parsons had executed a transfer of twenty shares to one Spong—a lad of 16, employed as a messenger in a bank at 12s. per week—to whose acceptance as a shareholder, in Nov. 1864, two months after the transfer, the directors of the company intimated their objections. In May 1865, however, they sued Spong for calls unsuccessfully, the plea of infancy being

taken; and no further steps were taken till in Jan. 1868, the company was ordered to be wound-up. The attempt was now made to make Parsons liable, but it was held that the proof of laches was conclusive, and the summons against Parsons was dismissed. The decision of Vice-Chancellor Stuart, in *Re the Ottoman Financial Association (Limited) (Cheetham's case)*, is apparently in a contrary direction to this on the very same point, what is laches in a company? The plaintiff, Mr. Cheetham had in June 1865 sold fifty shares through his broker to Mr. White, who paid a call of 5l. per share in November following. On 6th March 1866 a resolution for winding-up was agreed to, and on the 3rd Nov. following Mr. White paid a call of 5l. by the official liquidator. The present case arose out of a third call in April 1868, which Mr. White was unable to pay. The official liquidator discovering, according to his own account in November, according to Cheetham's in July, that White was an infant at the time of the transfer, obtained an order in April 1869, for restoring Cheetham's name to the register. It was urged on behalf of Mr. Cheetham "that the sale of the shares had been open and *bona fide*; that the constitution of the company provided for an infant being a shareholder; and that, after having treated Mr. White, who did not, now that he was of age, repudiate his liability as a shareholder for two years and upwards, the company were too late in the steps they had taken against himself." But, notwithstanding, the Vice-Chancellor did not consider there had been such laches on the part of the company as to constitute acquiescence. The case is undoubtedly weaker than the one we have just noticed, but the difference of the judgment may show the difficulty of drawing the line between circumstances which imply laches and those which do not.—*Economist*.

MERCANTILE LAW.

NOTES OF NEW DECISIONS.

BILLS OF EXCHANGE—PRIVITY.—The plaintiffs were the drawers of a bill of exchange for 738l. 17s. 6d., at four months, which was accepted by K. The defendants were K's bankers, carrying on business at Rochdale, and the plaintiffs alleged that it was K's custom, whenever moneys or drafts were paid by him to his current account, to direct that such moneys should be placed to the credit of that account, but that whenever he paid moneys for the specific purpose of meeting bills of exchange, it was customary for him to pay such moneys with an understanding to that effect. When the bill became due, K, requiring funds to meet it, applied to the plaintiffs, who advanced him 150l., and this sum, together with the balance of the amount due, was paid into the defendants' bank at Rochdale, by K's clerk, the day before the bill became due at the London agents of the defendants' bank, with an advice note of the bill, and with a request to the defendants to order payment thereof, and the defendants so advised their London agents. On the following day, however, the defendants heard of the sudden death of K., who was at the time indebted to them upon his general account in about 5000l., and they immediately telegraphed to London to stop payment of the bill, which was returned to the plaintiffs dishonoured, and was afterwards paid by them. They instituted this suit for a declaration that the defendants received the amount of the bill upon trust, that it was their duty to have applied the same in payment of the bill, and that they were liable to make good the amount, and indemnify the plaintiffs against all damages and costs occasioned by the dishonour of the bill. Bill dismissed, the court holding, in accordance with *Moore v. Bushell*, 27 L. J. 3, Ex., that there was no privity between the drawers of the bill and the bankers, but expressing its opinion that on the merits of the case it was wholly against the conduct of the defendants in causing the dishonour of the bill: (*Hill v. Royds*, 20 L. T. Rep. N. S. 842. V.C. M.)

LAW OF DEBTOR AND CREDITOR.—Post-nuptial settlements, if the Bankruptcy Bill becomes law, will be subject to more stringent regulations than before; but the case of *Hammonds v. Barrett*, just decided by Vice-Chancellor Stuart under the old law, may nevertheless be of interest. It shows at least the strength of the anxiety which people in trade have to avoid paying their creditors, and to secure the profits of trade without extreme risk to themselves or their families. The settlement in this case was of 4000l. by a brother of Mrs. Barrett, and of 990l. brought in by Mr. Barrett—part of what had been a legacy to Mrs. Barrett. The settlement was to Mrs. Barrett for life and to

Mr. Barrett for life or until he became bankrupt; and it was contended in the bankruptcy that as to the 990l. at least he could not so settle it as to retain an interest defeasible on the bankruptcy. The Vice-Chancellor, however, held that he could do so as the money had been his wife's, and the brother of Mrs. Barrett was fairly entitled to ask in settling 4000l. that that money also should go to the children in the event of Barrett's bankruptcy. In this way the creditors are made to lose for the benefit of a bankrupt's wife and children. The law may be erroneous which gives a husband all his wife's property, but we do not like its being got rid of by a side-wind, and a settlement allowed where a settlement of the husband's own property would be prevented. If equities are to be regarded the creditors have quite as good a claim for consideration as the wife and children, and we are inclined to think a better claim. On general principles the law should discourage as much as possible the ingenious processes by which a man's family is separated from his risks, and by which it is contrived that he shall himself avoid suffering.—*Economist*.

MARITIME LAW

NOTES OF NEW DECISIONS.

COLLISION—PERSON IN CHARGE—COMPULSORY PILOTAGE.—Two steam vessels came into collision, and one proceeded on her voyage without offering to render assistance to the other; the former had a pilot by compulsion of law on board, but the collision was not caused solely through his misconduct: Held, that the exemption of the owners of the former vessel by reason of having on board a pilot by compulsion of law was not affected by the above section. *Semble*, that the master is the "person in charge" for the purpose of rendering assistance after a collision: (*The Queen*, 20 L. T. Rep. N. S. 855. Adm. Ct.)

SALVAGE.—In the case of the *Ganges*, where there was a question of the distribution of salvage, the Admiralty Court have supported the custom of the Great Yarmouth Standard Steam Tug Company to divide salvage among the entire fleet. The fleet is specially maintained to save vessels. The question arose through the temporary employment of the plaintiff as master of the ship when the services were rendered; but it was proved that he was cognisant of the custom, and it was applied to him, the court, after some hesitation, affirming that the practice was permissible under the Merchant Shipping Acts.

LAW STUDENTS' JOURNAL.

GENERAL EXAMINATION.

MICHAELMAS TERM 1869.

The Council of Legal Education have approved of the following rules for the general examination of students of the Inns of Court.

The attention of the students is requested to the following rules of the Inns of Court:—

"As an inducement to students to propose themselves for examination, studentships shall be founded of fifty guineas per annum each, and twenty-five guineas per annum each respectively, to continue for a period of three years, and one such studentship shall be conferred on the most distinguished student at each general examination, and one such exhibition shall be conferred on the student who obtains the second position; and further, the examiners shall select and certify the names of three other students who shall have passed the next best examinations; and the Inns of Court to which such students as aforesaid belong, may, if desired, dispense with any terms, not exceeding two, that may remain to be kept by such students previously to their being called to the Bar. Provided that the examiners shall not be obliged to confer or grant any studentship, exhibition, or certificate, unless they shall be of opinion that the examination of the students has been such as entitles them thereto."

"At every call to the Bar those students who have passed a general examination, and either obtained a studentship, an exhibition, or a certificate of honour at such examination shall take rank in seniority over all other students who shall be called on the same day."

"No students shall be eligible to be called to the Bar who shall not either have attended during one whole year the lectures and classes of two of the readers, or have satisfactorily passed a public examination."

"That not more than four terms under any circumstances be dispensed with in favour of students coming from India, or the colonies, with a view to return to residence there, and that it is

not expedient to dispense with any terms for such students except on the following conditions, viz.:

"1. That students from India do satisfactorily pass an examination in Hindu and Mahomedan law, the Indian Penal Code, the Code of Civil Procedure, the Intestate and Testamentary Act, and in such other codes or Acts as may from time to time become law in British India; and, in addition to such examination, do pass such examinations, and abide by all such rules and regulations as are now in force for students seeking a pass certificate, by examination, for call to the Bar."

"2. That students from the colonies do pass such an examination as is required, and do abide by all such rules and regulations as are now in force, in order to obtain a certificate of honour."

"3. Provided that each of the four Inns of Court be at liberty to dispense with the above conditions in such very special circumstances as they may think fit, and that such circumstances be stated in the certificate of call to the Bar given to every such student. The Benchers of each Inn, subject to the foregoing limitations; being guided, in the dispensations of terms, by the circumstances of each particular case."

Rules for the Examination of Candidates for Honours, or Certificates, entitling Students to be called to the Bar.

An examination will be held in next Michaelmas Term, to which a student of any of the Inns of Court, who is desirous of becoming a candidate for a studentship, an exhibition, or honours, or of obtaining a certificate of fitness for being called to the Bar, will be admissible.

Each student proposing to submit himself for examination, will be required to enter his name at the Treasurer's office of the Inn of Court to which he belongs, on or before Thursday, the 21st October next; and he will further be required to state in writing whether his object in offering himself for examination is to compete for a studentship, exhibition, or other honourable distinction, or whether he is merely desirous of obtaining a certificate preliminary to a call to the Bar.

The examination will commence on Thursday, the 28th October next, and will be continued on the Friday and Saturday following, except as regards Hindu Law, &c., to be held on Monday, the 1st Nov.

It will take place in the hall of Lincoln's Inn; and the doors will be closed ten minutes after the time appointed for the commencement of the examination.

The examination by printed questions will be conducted in the following order:—

Thursday morning, the 28th October, at ten, on Constitutional Law and Legal History; in the afternoon, at two, on Equity.

Friday morning, the 29th October, at ten, on Common Law; in the afternoon, at two, on the Law of Real Property, &c.

Saturday morning, the 30th October, at ten, on Jurisprudence and the Civil Law; in the afternoon, at two, a paper will be given to the students, including questions bearing upon all the foregoing subjects of examination.

Monday morning, the 1st November, at ten, on Hindu and Mahomedan law, and on the laws of India.

The oral examination will be conducted in the same order, during the same hours, and on the same subjects, as those already marked out for the examination by printed questions, except that on Saturday afternoon there will be no oral examination.

The oral examination of each student will be conducted apart from the other students; and the character of that examination will vary according as the student is a candidate for honours, or a studentship, or desires simply to obtain a certificate.

The oral examination and printed questions will be founded on the books below mentioned; regard being had, however, to the particular object with a view to which the student presents himself for examination.

In determining the question whether a student has passed the examination in such a manner as to entitle him to be called to the Bar, the examiners will principally have regard to the general knowledge of law and jurisprudence which he has displayed.

A student may present himself at any number of examinations, until he shall have obtained a certificate.

Any student who shall obtain a certificate may present himself a second time for examination as a candidate for the studentship or exhibition, but only at the general examination immediately succeeding that at which he shall have obtained such certificate; provided, that if any student so presenting himself shall not succeed in obtaining the studentship, his name shall not appear in the list.

Students who have kept more than eleven terms shall not be admitted to an examination for the studentship.

The Reader on Constitutional Law and Legal History proposes to examine in the following books and subjects:—

1. Hallam's History of the Middle Ages, chap. 8.
 2. Hallam's Constitutional History.
 3. Broom's Constitutional Law.
 4. The chief statutes from Magna Charta to that of the Union with Scotland.
 5. The principal state trials of the Stuart period.
- Candidates for honours will be examined in all the above books and subjects; candidates for a certificate in 1 and 3 only, or in 2 and 3 only, at their option.

The Reader on Equity proposes to examine in the following books:—

1. Haynes's Outlines of Equity; Smith's Manual of Equity Jurisprudence (last edit.); Hunter's Elementary View of the Proceedings in a Suit in Equity, part 1 (last edit.).
2. The Cases and Notes contained in the first volume of White and Tudor's Leading Cases. The Act to Amend the Law relating to future Judgments, Statutes, and Recognisances, 27 & 28 Vict. c. 112. The Act to explain the Operation of an Act passed in the 17th and 18th years of Her present Majesty, c. 113, intitled An Act to Amend the Law relating to the Administration of Deceased Persons, 30 & 31 Vict. c. 69. The Act to remove Doubts as to the Power of Trustees, Executors, and Administrators to invest Trust Funds in certain Securities, and to declare and amend the Law relating to such Investments, 30 & 31 Vict. c. 132; and the Act to Amend the Law relating to Sales of Reversions, 31 & 32 Vict. c. 4. Mitford on Pleadings in the Court of Chancery, Introduction; chap. 1, sects. 1 and 2; chap. 1, sect. 3 (the first six pages); chap. 2, sect. 1; chap. 2, sect. 2, part 1 (the first three pages); chap. 2, sect. 2, part 2 (the first two pages); chap. 2, sect. 2, part 3; chap. 3.

Candidates for certificates of having passed a satisfactory examination will be expected to be well acquainted with the books mentioned in the first of the above classes.

Candidates for the studentship, exhibition, or honours, will be examined in the books mentioned in the two classes.

The Reader on the Law of Real Property, &c., proposes to examine in the following books and subjects:—

1. Joshua Williams on the Law of Real Property (seventh edition).
2. The Law affecting Dispositions to Charitable Uses: *Corbyn v. French*, 4 Ves. 418, and the notes to that case in Tudor's Leading Cases in Conveyancing, pp. 456—506 (second edition).
3. The Act for the Abolition of Fines and Recoveries, 3 & 4 Will. 4, c. 74, and the notes to that Act in Shelford's Real Property Statutes (seventh edition).
4. Covenants for Title and their Construction; Sugden's Vendors and Purchasers, chap. 14, s. 3, and chap. 15, pp. 465—502 (thirteenth edition).
5. Alienation by Will. Josiah W. Smith, on Real and Personal Property, pp. 936—1030 (third edition).

Candidates for the studentship, exhibition, or honours will be examined in all the above-mentioned books and subjects: candidates for a pass certificate in those under heads 1, 2, and 3.

The Reader on Jurisprudence, Civil, and International Law proposes to examine in the following books and subjects:—

1. Justinian, Institutes. Book 2, with the notes of Sandars.
2. Lord MacKenzie, Studies in Roman Law (edition 1862). Part 2. The Law relating to Real Rights, pp. 151—482.
3. Justinian, Digest. Book 8, tit. 3. De Servitutibus Prædiorum Rusticorum.
4. Gale on Easements (edition 1868), pp. 202—296, 316—333.
5. Code Napoléon. Art. 516—717.
6. Wheaton's International Law. Part 3. International Rights of States in their Pacific Relations (edition Laurence or Dana).

Candidates for honours will be examined in all the above subjects, but candidates for a pass certificate will be examined in 1, 2, 4, and 6.

The Reader on Common Law proposes to examine in the following books and subjects:

Candidates for a Pass Certificate will be examined in—

1. The Ordinary Steps and Course of Pleading in an Action.
3. Broom's Legal Maxims (4th edition). Chap. 5, "Fundamental Legal Principles," and Chap. 9, "The Law of Contracts."
3. Archbold's Criminal Pleading (16th edition). Book 1, part 1, chap. 1, sects. 1—5; chap. 4, sects. 1—5.
4. The Principles of the Law of Evidence. Best, Evid. (4th edition.) Book 4, The English Law of Evidence in General.

Candidates for the Studentship, Exhibition, or

Honours, will be examined in 1, 2, and 3 of the above subjects, and also in—

5. Smith's Leading Cases (last edition.) Vol. 2, *Elves v. Maves*; *Higham v. Ridgway*; *Duchess of Kingston's case*; *Marriott v. Hampton*; and *Merryweather v. Nixan*, with the notes thereto.
6. Smith's Mercantile Law (last edition). "Mercantile Instruments," so far as regards Bills of Exchange and Promissory Notes.
7. Taylor on Evidence (last edition). Part 1, chapters 3, 4, and 5, "Functions of the Judge," "Grounds of Belief," and "Presumptive Evidence."

The Reader on Hindu, Mahomedan, and Indian Law proposes to examine in the following books and subjects:—

1. Sir Thomas Strange's Elements of Hindu Law.
2. Sir W. H. Macnaghten's Principles and Precedents of Hindu and Mahomedan Law.
3. Grady's Hindu Law of Inheritance.
4. Grady's Mahomedan Law of Inheritance and Contract.
5. The Hedaia.
6. Al Sirajiyah.
7. Civil Procedure Code, by McPherson.
8. The Indian Penal Code, by Starling (1869).
9. The Code of Criminal Procedure, by Starling (1869).
10. The Intestacy and Testamentary Act.

Candidates for honours will be examined in all the above books and subjects, but candidates for a pass certificate will be examined—

1. In Hindu Law on the following subjects, viz., Adoption, Alienation, Stridhana, Inheritance, Partition.
2. In Mahomedan Law on the following subjects, viz., Inheritance and Contracts, Gifts, Dower and Divorce.
3. The Civil Procedure Code.
4. The Penal Code.
5. The Criminal Procedure Code.
6. The Intestacy and Testamentary Act.

By order of the Council,
EDWARD RYAN,
Chairman, *pro tem.*
Council Chamber, Lincoln's-inn,
15th July, 1869.

MICHAELMAS EDUCATIONAL TERM 1869.

PROSPECTUS of the LECTURES to be delivered, during the ensuing Educational Term, by the several Readers appointed by the Inns of Court:

CONSTITUTIONAL LAW AND LEGAL HISTORY.

The Reader on Constitutional Law and Legal History proposes to deliver, during the ensuing Educational Term, Six Public Lectures on the History of the Law of Libel, and of the Laws relating to the Press.

With his Private Class the Reader proposes to go through the cases in Broom's Constitutional Law, illustrating the Duties of the Subject towards the Sovereign, and the Duties of the Sovereign towards the Subject.

EQUITY.

The Reader on Equity proposes to deliver, during the ensuing Educational Term, Two Courses of Public Lectures (there being Six Lectures in each Course) on the following subjects:—

An Elementary Course.

1. On Civil Judicial Procedure in General. The Origin of the Feudal System, and its Influence on Judicial Procedure.
2. On the origin of the Superior Courts of Law and Equity.
3. On the History of the Court of Chancery.
4. On Review, Rehearing, and the Appellate Jurisdiction of the House of Lords.
5. On the Principles of Equity Pleading.

An Advanced Course.

1. On the Equitable Presumption arising from a Step taken towards Performance of an Agreement.
2. On the Equitable Consequences of the Substantial Performance of an Agreement.
3. On the Equitable Doctrine of Satisfaction.
4. On the Implied Substitution of one Gift for another.
5. On Relief against Accident.

In the Elementary Private Class, the subjects discussed will be, the Creation and Incidents of Express Trusts, and the Remedies for Breaches of Trusts.

In the Advanced Private Class, the Lectures will comprehend, the Administration of Personal and Real Assets. The Equitable Doctrine of Conversion.

THE LAW OF REAL PROPERTY, &c.

The Reader on the Law of Real Property, &c., proposes to deliver, in the ensuing Educational Term, Twelve Public Lectures (there being Six Lectures in each Course), on the following subjects:

Elementary Course.

On the 8 & 9 Vict. c. 106, and the alterations effected by that statute in the Law and Practice of Real Property.

On the Effect of a Testamentary Charge of Debts and the implied Power of Sale thereby created.

Advanced Course.

On Marriage and Voluntary Settlements. In the Elementary Private Classes the Reader will endeavour to go through a Course of Real Property Law, using as a text book Mr. Joshua Williams' Principles of the Law of Real Property; and in his Advanced Private Classes he will examine and comment upon cases selected from Mr. Tudor's Leading Cases in Real Property and Conveyancing, and White and Tudor's Leading Cases in Equity.

JURISPRUDENCE, CIVIL AND INTERNATIONAL LAW.

The Reader on Jurisprudence, Civil and International Law proposes, in the ensuing Educational Term, to deliver Six Public Lectures on the following Subjects:—

1. The Amendment of the Substantive Law by means of the Law of Procedure, as exemplified in the Roman System of Jurisprudence.
2. The History of the Roman Law of Actions.
3. The various Modes of Trial of Actions at different Epochs of the Roman Law, compared with those of the English Law.
4. The Roman Law with respect to the enforcing Legal Judgments by execution against the Goods and Person of the Debtor.
5. The International Rules relating to Capture.

In his Private Class, the Reader proposes to continue the consideration of the Law of Contracts, commencing with the Law of Sale, and contrasting it with the English and French Law upon the same subject. The Text-Books will be Sanders' edition of the Institutes of Justinian, and Benjamin's Treatise on the Sale of Personal Property.

The Reader in his Private Class, will continue the discussion of points of International Law relating to "International Rights of States in their Hostile Relations," using the work of Wheaton as the Text-Book, and referring to the works of the principal modern Jurists, the decisions of the Admiralty and Prize Courts of England and America, the Debates in Parliament, and State Papers relating to the cases under discussion.

COMMON LAW.

The Reader on Common Law proposes to deliver, during the ensuing Educational Term, Two Courses (of Six Public Lectures each) on the following Subjects:—

Elementary Course.

1. The Nature and Classification of Rights of Action.
2. The Remedies supplied by Courts of Law.
3. The Principal Rules of Evidence observed in Civil Procedure.

Advanced Course.

1. Rights enforceable by Action.
2. The Rules of pleading observed in the Superior Courts of Law.
3. The Trial of a Cause, particularly as regards the Mode of Proof and Rules of Evidence.

With his Private Classes the Reader will consider the above subjects in detail, exemplify them by cases, and explain them by reference to the following Books and Treatises:—

Elementary Class.—Broom's Commentaries (last edition), Smith's Leading Cases (last edition), and Taylor on Evidence.

Advanced Class.—Selwyn's Nisi Prius, Bullen and Leake's Precedents of Pleadings, Roscoe's Nisi Prius Evidence.

The Reader on Hindu, Mahomedan, and Indian Law proposes to deliver, during the ensuing Educational Term, a Course of Seven Public Lectures on the following subjects:—

1. Hindu Law.—(1) The Family Relation, (2) Adoption, (3) Alienation, (4) Stridhana, (5) Inheritance, (6) Partition, (7) Contract.
2. Mahomedan Law.—(1) Inheritance, (2) Contract, (3) Gifts, (4) Dower and Divorce.
3. Indian Law.—(1) The Intestacy and Testamentary Act, (2) The Penal Code, (3) The Criminal Procedure Code, (4) The Civil Procedure Code.

With his Private Classes the Reader will discuss minutely and in detail the subjects embraced in the Public Lectures.

By Order of the Council,

(Signed) EDWARD RYAN,
Chairman *pro tem.*
Council Chamber, Lincoln's-inn,
July 15th 1869.

The Public Lectures on Constitutional Law and Legal History, at Lincoln's-inn Hall, on Wednesdays, at 2 p.m.; the first lecture on 10th November. The Private Classes on Tuesdays, Thursdays, and Saturdays, at 10 a.m.; first class meets on the 11th November.

The Public Lectures on Equity, at Lincoln's-inn Hall on Thursdays (Elementary Lecture at 2 p.m.; Advanced Lecture at 3 p.m.); the first lecture on

the 11th November. The Private Classes on Mondays, at 3.45 and 4.30 p.m.; Wednesdays and Fridays, at 3.15 and 4.15 p.m.; first class meets on the 12th November.

The Public Lectures on the Law of Real Property, &c., at Gray's-inn Hall, on Tuesdays (Elementary Lecture at 2 p.m.; Advanced Lecture at 3 p.m.); the first lecture on 9th November. The Private Classes on Mondays, Wednesdays, and Fridays, at 11.45 a.m. and 12.45 p.m. first class meets on the 10th November.

The Public Lectures on Jurisprudence, Civil and International Law, at the Middle Temple Hall, on Fridays, at 2 p.m.; the first lecture on 12th November. The Private Classes on Tuesdays and Thursdays, at 3.45 p.m.; Saturdays, at 3.45 p.m.; first class meets on the 13th November.

The Public Lectures on the Common Law, at the Inner Temple Hall, on Mondays (Elementary Lecture at 2 p.m.; Advanced Lecture at 3 p.m.); the first lecture on 15th November. The Private Classes on Tuesdays, Thursdays, and Saturdays, at 11.45 a.m. and 12.45 p.m.; first class meets on the 16th November.

The Public Lectures on Hindu, Mahomedan Law, and the Laws of India, at the Middle Temple Hall on Saturdays, at 11 a.m. The Private Classes on Mondays, Wednesdays, and Fridays, at 10 a.m.

The Educational Term commences on the 1st November, and ends on the 22nd December.

The First Public Lecture of this course will be delivered by the Reader on The Law of Real Property on the 9th November, at 2 p.m.

The First Meeting of each Private Class will take place on the usual Morning or Evening of meeting after the First Public Lecture on the same subject.

Students who have been unable to attend a Lecture or class of either of their Readers, and desire dispensation as a qualification for call to the Bar, should make application, with an explanation of the cause of such absence, in writing, to the Reader during the course, or immediately after the delivery of the last Public Lecture of the course; and the Reader's report thereon, together with the application, will be forwarded to the Council of Legal Education, who alone have the power of granting dispensation.

The Council have resolved that in no case shall Students be allowed to change from the Elementary to the Advanced Courses of Lectures and Classes, or vice versa, while qualifying for call to the Bar, or for the Examinations on the subjects of the Lectures and Classes.

COUNTY COURTS.

CAMELFORD COUNTY COURT.

Thursday, July 22.

(Before MATHEW FORTESCUE, Esq., Judge.)

HUMPHRY BRYANT JEWELL v. JOHN TREASE AND OTHERS.

In equity—Suit for partition.

This was a suit for partition, possibly the first in the County Courts, under 31 & 32 Vict. c. 40, s. 12.

Peter, of Launceston, solicitor, represented all parties, and the cause was heard as a consent cause. The plaintiff stated that the plaintiff was seized in fee simple in possession of one moiety of a close of land called Old Park, otherwise Olda Park Meadow, situate in the parish of St. Gennys, in the county of Cornwall, and within the jurisdiction of the court; that the defendants claimed to be seized of the other moiety on certain trusts under the will of John Smeeth, which were set forth; explained the devolution of the title to this moiety, &c.; stated that the value of the fee of the entirety of the close did not exceed 500*l.*, and submitted that the plaintiff was entitled to have the said close partitioned, so that one moiety thereof might be held by him, his heirs and assigns in severalty. The prayer was that the close might be partitioned between the plaintiff and the defendants, so that the respective shares might be held in severalty by the respective parties, and their heirs and assigns respectively with all consequential directions, &c. Or, that if it appeared to the court that a sale of the said close, and a distribution or the proceeds of such sale would be more beneficial to the parties interested, then plaintiff prayed for such sale; application for a receiver, provision for costs, and further relief if necessary.

Four of the defendants were infants beneficially interested. The three first named in the plaint were executors of, and residuary devisees under, the will of the ancestor in title of the defendants.

Peter accordingly moved on petition of infants and affidavit of their mother as to fitness for assignment of adult defendants as guardians, *ad litem* to the infants, and the order was made.

The certificate of valuer, with plan annexed, and assent of all parties to proposed terms of parti-

tion, having been put in and filed, decree on terms of certificate was moved for and passed.

The decree, as passed, contained the necessary declaration that the infant defendants were trustees of the portion to be conveyed to the plaintiff within the intent and meaning of the Trustee Act 1850 (*Bowra v. Wright*, 4 De G. & Sim. 265). It further provided for the execution of the conveyance by the guardians on behalf of the infants, and for the vesting of the interests of the infants in plaintiff on execution of such conveyance, under sect. 7 of 13 & 14 Vict. c. 60. Deeds to be produced as court should order, &c. Liberty to apply.

NEWBURY COUNTY COURT.

(Before H. J. STONOR, Esq., Judge.)

THE MAYOR, ALDERMEN, AND BURGESSES OF THE BOROUGH OF NEWBURY v. FIDLER.

County Courts have no jurisdiction to try the right to a court leet, or the legality of amercements without consent.

This was an action for the recovery of 30*s.*, being three fines of 10*s.* each, amerced by the Court Leet of the borough of Newbury. The defendant is a brickmaker in the parish of Thatcham, and the fines were inflicted in consequence of certain encroachments or trespasses in the Marsh.

W. H. Cave appeared on behalf of the plaintiffs, and Pinniger for the defendant.

Cave said he believed that Mr. Pinniger was going to contend that the case was not within the jurisdiction of the court.

Pinniger observed that this was not an ordinary action for the recovery of a small sum of money claimed; but, on the contrary, involved the question of the plaintiffs' title to the franchise, which they claimed. Under the first County Court Act (1846), and the subsequent Acts, this court had no authority to try the title or right to the franchise without the consent of both parties; and he contended that there was no way of deciding the question at issue without bringing before the court the title or right to the franchise.

His HONOUR.—The first question in my consideration is, whether the title to a franchise is *bona fide* at issue.

Pinniger argued that the existence of the franchise must be adduced, and on that ground alone he questioned his Honour's jurisdiction.

His HONOUR.—If this franchise has been clearly exercised uninterruptedly, and without any kind of opposition whatever for a considerable period, a person merely saying that the franchise is not legal will not put the title in issue.

Cave.—You must show that the title is really in issue.

His HONOUR thought he had better hear the plaintiff's case, and then it would appear whether the title was in issue or not.

Pinniger said that if the case were gone into he should require such proof to be given of the facts as would be necessary in a Superior Court, and if it were gone into in that way his Honour would be occupied a very long time.

His HONOUR.—Of course everything must be proved in the strictest manner.

Pinniger.—If these fines have been amerced by the jury of the court leet, they ought to have gone into the hands of the "mayor, aldermen, and burgesses." I have heard Mr. Cave complain that that has not been the case when I had the honour of sitting at the council board.

Cave.—Perhaps Mr. Pinniger himself has partaken sometimes of the result of these fines (laughter). The fact is that the Liberal borough of Newbury does not pay their court leet. The fines, first of all, are supposed to go towards the necessary expenses of the court, and the residue (if any) ought to be handed over to the corporation. They (the court leet) have managed from time to time to spend the whole amount, and so there was no surplus to hand over. The plaintiffs were not bound to show the existence of the custom immemorial, but if he (Mr. Cave) assured his Honour of its existence for a reasonable period he had no doubt that the custom would be enforced. In order to explain the case, Mr. Cave commenced reading from the History of Newbury as follows:—"In the reign of King John the manor of Newbury belonged to the Earl of Perche, and was then confiscated to the Crown. In the Norman roll in the Tower, A.D. 1204, the manor was extended. The manor was regranted to the Earl of Perche, and afterwards passed through a variety of hands up to the time of Edward IV., when it reverted to the Crown, and by a grant of the first year (Charles I.) in consideration of 50*l.*, and an annual payment of 25*l.* 4*s.* 2*d.*, it was granted to the corporation of Newbury, and the Crown has continued to receive from the corporation the above sum." He should show also that it had been the custom of the manor to hold a court leet at certain periods, to see if any encroachments or trespasses had been made or committed,

and to amerce the defaulters accordingly. On the last presentation (1868) the court leet fined the defendant in three sums of 10*s.*, for as many offences, and these were admitted. They now sued for the fines. When he (Mr. Cave) had called his witnesses, he thought he should have made out a *prima facie* case for the defendant, if possible, to answer.

Mr. Charles Henry Beckhouson was then sworn, and stated that he was clerk to Mr. Graham (town clerk). He had attended the court leet meetings for the past fifteen years. He produced the presentments of that body from time to time made. The corporation have acted as lords of the manor for the past thirty years, to his knowledge. He had searched for the original grant, but it was well known that it was lost; under that grant the rent of 20*l.* 3*s.* 4*d.* was reserved, and it was paid every year. The last payment was in November last, by cheque sent to Mr. Benyon, and a receipt was sent back; it passed through witness's hands. The rent was sold by auction by the Crown, and Mr. Benyon became the purchaser. He produced the presentments of the court leet for the years 1799, 1844-50-54-60-68. All the intermediate ones were at the office of the town clerk. Witness attended the last meeting of the court leet in 1868, and acted at that time as deputy steward of the manor. Mr. Graham (town clerk) was steward of the court leet and court baron.

A portion of the presentment imposing the amercements in question on the defendant was then read, and also another portion stating that these amercements of 10*s.* were customary.

Cave, on looking at the presentment for 1799 and other earlier ones, observed that the word "customary" was not contained in them, but not a doubt existed that the amercement in question was reasonable and legal. This was his contention.

His HONOUR observed that the payment of 10*s.* could not be customary on account of the change in the value of money, and that point had been decided.

The witness in cross examination said: We can produce all the intermediate documents from 1799 to 1844 if you wish it. I only brought these for convenience. The court leet hold their meetings annually. I remember the case of Tucker some twenty years ago, when the question was raised whether an escheat which occurred in Newbury appertained to the lord of the manor of Donnington or of Newbury. Some years ago there was great neglect, and encroachments were made, and as they had existed for a considerable period they were allowed. With these exceptions parties have paid these amercements pretty well, but still there were two or three persons who persisted in objecting to pay, and no legal proceedings have ever been taken against them. Mr. Graham has been steward since about 1852, and he has presided at the greater number of the court leet meetings since that time. At those at which I have presided I have had no written appointment. The other defaulters mentioned in the last presentment were not amerced on account of the corporation having consented to a new road in that locality, towards which the said defaulters had subscribed.

His HONOUR having referred to the statutes, said that he thought that the title of a franchise was *bona fide* at issue, and that clearly he had no jurisdiction without the consent of the defendant, which was withheld. By the County Court Act 1846, s. 58, the County Court had no jurisdiction as to franchises or the title to any corporeal or incorporeal hereditaments. By the County Court Act 1856, s. 25, power was given to the court to try questions as to franchises or any corporeal or incorporeal hereditaments with the consent of both parties. By the County Court Act 1867, ss. 11, 12, the court has power to try questions of title as to corporeal and incorporeal hereditaments not exceeding the annual value of 20*l.*, but this clause did not, in his opinion, extend to franchises, or, at all events, to franchises like the present, the annual value of which it was impossible to estimate. He, therefore, held that the court had no jurisdiction, and therefore he could make no order.

Cave.—If then the title to the franchise is at issue, we are justified in going to a Superior Court.

His HONOUR.—Clearly.

Cave.—Thank you, sir, that is all we want.

Pinniger applied for the attorney's fees, as he said it was a case of no ordinary nature. It was a far more difficult case to get up than a mere action for debt.

Cave objected, and said it was merely an action to recover a debt.

His HONOUR took the view of Mr. Pinniger, and advised Mr. Cave to allow the attorney's fee. The fee (15*s.*) was then allowed.

At the Stafford Assizes Samuel Foulkes, late clerk to the registrar of the Wolverhampton County Court, was sentenced to five years' penal servitude for embezzling 1600*l.*, fees and cash received from suitors.

ECCLESIASTICAL LAW.

NOTES OF NEW DECISIONS.

OFFENCES IN DIFFERENT DIOCESES.—PRACTICE.—COURT OF ARCHES.—In articles against a clerk, offences of incontinency were charged to have been committed in the dioceses of Lincoln and London. The clerk was benefited in the diocese of Lincoln, and the Bishop of Lincoln sent the case by letters of request to the Arches Court in the first instance: Held, that though where there has been a commission of inquiry, which has limited its investigation to a particular offence, the articles afterwards exhibited cannot add to the offence inquired into by the commission; another offence committed in another diocese that did not come within the scope of this inquiry; yet there is no objection to coupling in the articles offences committed in different dioceses, where the bishop sends the case by letters of request to the Court of Arches in the first instance. The Church Discipline Act by sect. 20 requires only that the *corpus delicti* on which the clerk is to be judged shall be shown to have been committed within two years before the service of the citation; but evidence of matters anterior to that period is not thereby excluded: (*Edwards v. Moss*, 20 L. T. Rep. N. S. 834. Priv. Co.)

ECCLESIASTICAL COURTS BILL.—The Lords' Select Committee have adopted Lord Shaftesbury's Bill, and not that of the Archbishop of Canterbury, but have made some amendments in the Bill. They have struck out the clauses which proposed the trial of disputed facts before assessors or juries, three clergymen, and three magistrates. Early in the deliberations of the committee the subject of prosecutions of the clergy came under consideration, and the committee proceeded by resolutions. On the motion of Lord Carnarvon it was resolved that it be open to the laity as well as the clergy to prosecute in all cases of offences against the laws ecclesiastical. The same peer then proposed that it be resolved that, before the institution of such a suit, the consent of the bishop be obtained, with an appeal, in case of his refusal, to the archbishop; but Lord Cairns moved, as an amendment, that "suits against clerks for offences against the laws ecclesiastical shall be commenced either by the bishop of his own motion, or by three members of the Church, being inhabitant householders of the diocese: provided always, that, in the case of a charge of teaching or maintaining unsound doctrine, a written statement of the particulars on which such charge is founded shall, in the first place, be laid before the bishop, who may, if he shall think that such statement does not contain sufficient *prima facie* ground for proceeding, refuse his assent to the institution of the suit, subject, however, to an appeal against such refusal to the archbishop; and the appellant may appear before the archbishop either in person or by counsel on his behalf in support of the appeal." Lord Carnarvon's resolution was negatived by a vote of eight against five. The Bishop of Gloucester and Bristol moved to leave out "diocese;" in Lord Cairns' resolution and insert "parish;" but the motion was rejected by five against four. The Marquis of Salisbury proposed to include among the prosecutions requiring the bishop's assent such as are for "any offence against the directions of the Book of Common Prayer;" but this motion was lost on a division by ten against three. Lord Cairns' clause being on a later day formally proposed, the Bishop of Gloucester and Bristol moved to leave out the words "in the case of a charge of teaching or maintaining unsound doctrine;" but the motion was rejected by seven against three. The bishop then proposed, after "doctrine," to add "or of contravening the directions of the Book of Common Prayer for the performance of Divine service and the administration of the Sacraments according to the usage of the Church of England;" but the motion was rejected by eight against three. No one seems to have proposed to define the phrase, "members of the Church of England;" yet its meaning will have to be ascertained, and if it could be stated in the interpretation clause, which defines thirty-seven other terms used in the Bill, heavy expenses might be saved. The clause authorising rules and orders to be made by the two archbishops, and directing that the rules and orders be submitted to Her Majesty in Council for confirmation, is of a very comprehensive character. Earl Beauchamp made an unsuccessful attempt to have it directed that the rules and orders be laid before Parliament also. Lord Westbury obtained the addition of a proviso allowing any person affected by such rules and orders to petition to be heard before the council. The rules and orders may alter and regulate the fees on marriage licences, the abolition of which is recommended by

the Marriage Law Commission. The Bill directed that such fees shall in no case exceed 40s., exclusive of stamp duty; but, on the motion of the Archbishop of York, this limitation has been struck out, the committee dividing seven against six. Lord Beauchamp proposed clauses applying to suits against bishops for offences against the laws ecclesiastical; but the clauses were rejected by a vote of five against three. The Bill now contains 113 clauses. One of them provides that on proceedings being commenced against a clergyman for "any offence" against the laws ecclesiastical he may be inhibited from performing the services of the church pending the proceedings if it appears to the bishop that scandal is likely to arise from his continuing to perform such services.

CORRESPONDENCE OF THE PROFESSION.

(Note.—This department of the LAW TIMES being open to free discussion on all professional topics, the Editor is not responsible for any opinions or statements contained in it.)

REGULATIONS OF THE INNS OF COURT.—The Regulations of the Inns of Court enact that "no attorney-at-law, solicitor, &c., and no clerk of or to any barrister, attorney, solicitor, &c. shall be admitted as a student at any inn of court for the purpose of being called to the Bar, &c., until such person shall have entirely and *bona fide* ceased to act or practise in any of the capacities above named or described; and if on the rolls of any court, shall have taken his name off the rolls thereof." But there is no regulation enacting that any tailor, barber, or draper, &c., before being admitted as a student shall give up his business of tailor, barber, draper, &c. Surely this is unfair, and presses hardly upon those whose whole life has been spent in the study of the law, and who would therefore reflect more credit on the Bar and on the country at large than any number of tailors and barbers. These latter might, indeed, be able to adjust their respective gowns and wigs with greater nicety than a poor attorney who has had no experience in such things; but in matters of law I doubt whether the tailor or barber with his three years' study would be comparable with the despised attorney or his clerk. The case is this:—A tradesman who wishes to raise himself in the scale of society by being called to the Bar is permitted to carry on his business during his studentship; but this privilege is denied the attorney or attorney's clerk who, before entering his name as a student, must give up his employment which, unless he have private fortune, he cannot afford to do. C. B.

[The reason of the regulation is obvious, namely, as nearly as possible to place men on an equal footing on going to the Bar. As it is, solicitors going to the Bar have an immense advantage, and unless the general system is to be changed, we do not see that, in fairness to those already at the Bar, the concession referred to should be made.—ED.]

FINAL EXAMINATION.—I am about to commence reading for my final examination, and having no one to assist me, I should be glad if you or any of your correspondents would kindly trace out a course of study for me to pursue. And at the same time to mention the most useful books for me to read with a view to passing in all the subjects required by such examination. STUDENS.

PASTURAGE ON HIGHWAYS.—I have noticed the explanations which you afforded in your issue of the 17th inst. to my letter from the *Wisbech Advertiser*, and infer from them that where the owner of the herbage has a keeper with his cattle who keeps them off the "central or gravelled" part, he cannot be lawfully convicted for their "straying," but I apprehend there would not be much difficulty in obtaining a conviction under the old law (5 & 6 Will. 4, c. 50), for "wilfully obstructing the free passage of a highway," in which I am strengthened by Cockburn, C. J., who is reported to have said in *Freestone v. Casswell*, "it is well settled that a passenger along a highway may, if he pleases, walk or ride over these strips of grass, and they are part of the highway." I beg therefore to repeat my conviction that the owners of herbage by the sides of our ordinary highways, can only lawfully enjoy that herbage by mowing it. OBSERVER.

[A passenger has a right of way undoubtedly, but the existence of a right of way does not prevent the owner from taking the benefit of his land in any way he pleases which does not destroy the right of way or obstruct its exercise. The decision of Cockburn, C. J. simply decides that a passenger may walk on the strips of grass, not that he may, by insisting on passing over them, exclude the owner from pasturing his cattle there.—ED.]

NOTES AND QUERIES ON POINTS OF PRACTICE.

[N.B.—None are inserted unless the name and address of the writers are sent, not necessarily for publication, but as a guarantee for *bona fides*.]

Queries.

61. DRAWING LEASES.—In drawing leases (and the same remark applies to conveyances) under the 8 & 9 Vict. c. 124, must the number of sections be placed consecutively for the sake of conformity, or numbered as in the Act. For instance, take the first three covenants:—1. That the said lessee covenants with the said lessors to pay the rent. 2. And to pay taxes. 3. And to repair. Presuming the second covenant is omitted, would No. 3 covenant be described as No. 2 or No. 3?

LEX.

62. BANKRUPTCY.—SALARY IN LIEU OF NOTICE.—A and B, solicitors and co-partners, verbally engaged C, as conveying clerk, at a certain salary with a stipulation that two months' notice should be given by either party, to determine the engagement. A and B suddenly suspended business and absconded in insolvent circumstances, leaving their estate to be wound-up by their creditors. A petition in bankruptcy was immediately filed by one of the creditors, but owing to a difficulty arising which prevented an adjudication being made the proceedings became in effect nugatory, the obstacle being of a nature which could not be surmounted. Since the filing of the petition a clue to the whereabouts of the absconding debtors has been obtained (they being in the United States), and a power of attorney has been prepared and sent out for execution by them, but same has not yet been returned. A month's salary, being all that was due to C, up to the day of filing the petition, has been paid to him by a relative of A and B, and a simple receipt given for same; but C purposes sending in to, and threatening to enforce a claim against, the persons appointed to act under the power of attorney, for two months' salary in lieu of notice. Will any of your able correspondents kindly say whether (in case the estate is wound-up either in bankruptcy or under the power of attorney), C's claim is enforceable as a preferential claim, or whether he can only prove for same? And if his position would be in anywise improved by there being no further proceedings taken in bankruptcy? P.

63. CONVEYANCE.—MARRIED WOMAN.—In a conveyance by mortgagee under a power of sale (the purchase money being less than the amount due under the mortgage), exercised at the request of the mortgagors, who joined simply for the purpose of testifying such request, two of the mortgagors are married women. Is it necessary they should acknowledge the deed in the usual manner? A. J. H.

Answers.

(Q. 56.) **WILL.—PERPETUITY.**—I think that under the will the copyholds stood limited to B. for life, with remainder to her children successively, according to seniority, for their respective lives, with remainder to C. for life, with remainder to her children successively, according to seniority, for their respective lives, with remainder to D., in fee. Assuming that the custom of the manor admits of an entail, it cannot be successfully argued, *Parr v. Swindells* 4 Russ. 283, and *Doe v. Gallant*, 3 Ad. & El. 340, that by force of the words "and from and after the decease of all and every the said children or issue of the said B.," B. took an estate tail expectant upon the life estate of her last surviving child. The children or issue on whose decease B. and her children are to take are "the said children or issue," and the only issue previously mentioned are the children to whom life estates were limited. "Issue," therefore, appears to be used by the testator as an idle tautological synonym for "children." The cases of *Walker v. Petchell*, 1 C. B. 652; *Doe d. Goodright v. Dunham*, Doug. 264; *Malcolm v. Taylor*, 2 R. & M. 416; and *Baker v. Tucker*, 3 H. of L. Cas. 406, may be referred to. The ultimate remainder limited to D., if undisposed of by him, of course descended on his customary heir. If contrary to the view which I entertain B. should be held to have taken an estate tail vested *sub modo*, i.e., subject to open and let in the life estates in remainder, C. must of course be held to have taken an estate in remainder expectant on B.'s estate tail, and similar to it, and B. having never barred the remainder, C. would be now tenant for life, with remainder to her children successively, according to seniority, for their respective lives, with remainder to herself in tail. I do not, however, think that there is the least chance that such a construction can prevail. Z. Y.

LEGAL OBITUARY.

W. C. WHELAN, Esq.

The late William Curteis Whelan, Esq., barrister-at-law, of Heronden Hall, Tenterden, Kent, who died in Montpelier-square, Brompton, on the 3rd ult., was the only son of the late William Whelan, Esq., banker, of Heronden Hall (who died in 1851), by Elizabeth Bradley Jane, only daughter of Cornelius Neap, Esq., of London, and was born in 1817. The deceased, who represented a family of Irish origin, was called to the Bar at Lincoln's Inn in 1842; he married in 1851 Katherine Frances, eldest daughter of James R. Planché, Esq., of the Herald's College, and has left, with other issue, William Hugh Curteis, born in 1853.

THE COURTS & COURT PAPERS.

CHANCERY NOTICE.

During the Vacation, all applications to the Court of Chancery which are of an urgent nature are to be made to or at the chambers of the Vice-Chancellor Sir William Milbourne James.

All applications *ex parte* are to be sent to the Vice-Chancellor James, by book-post or parcel, prepaid, accompanied with the brief of counsel, endorsed with the terms of the order applied for, and an envelope capable of receiving the papers to be returned, with sufficient stamps affixed thereon, and addressed as follows:—"To the Registrar in Vacation, Chancery Registrar's Office, Chancery-lane, London, W.C."

On applications for injunctions or writs of *ne exeat regno*, there must be sent, in addition to the above, a copy of the bill, a certificate of bill filed, and office copies of the affidavits in support of the application.

The papers sent to the Vice-Chancellor, with any order his Honour may make thereon, will be returned direct to the registrar.

All applications for leave to give notice of motion only, may be made to the chief clerk at chambers.

The chambers of the Vice-Chancellor James will be open on Tuesday, Wednesday, Thursday, and Friday in each week from eleven till one o'clock.

The Vice-Chancellor's address can be obtained on application at his Honour's chambers, 11, New-square, Lincoln's-inn.

SURREY SUMMER ASSIZE, 1869.

NOTICE.—ENTRY OF CAUSES.

Causes can be entered provisionally at the office of the Clerk of Assize for the Home Circuit, in London, on Monday, the 26th July, and daily thereafter until Saturday, the 31st July, inclusive, between the hours of ten and two.

They will be formally entered and put on the list at Croydon by the clerk of assize, in the order of their provisional entry, and before causes entered at Croydon.

In case any record entered in London be withdrawn before the opening of the commission at Croydon, the entry stamps will be returned.

A list of causes for trial each day will be sent to London on the evening of the previous day, and will be affixed outside the porter's lodge, Serjeants'-inn, Chancery-lane, and also outside the office of Mr. Abbott, the Under-Sheriff, No. 8, New-inn, Strand, as soon as possible after the list can be arranged.

The first day's list will not extend beyond the twentieth common jury in the list of causes provisionally entered, should there be so many. The list of causes provisionally entered may be seen at the London Office of the Clerk of the Assize.

No cause will be allowed to be entered under any circumstances after the sitting of the court.

This arrangement may not apply to future assizes.

By order of Her Majesty's Judges of Assize.

LAW SOCIETIES.

THE HAMPSHIRE LAW SOCIETY.

The inaugural dinner of this society was held at the Pier Hotel, Southsea, on Thursday evening, July 21, and passed off in a very successful and agreeable manner. The want of a society of this kind has been long felt by the members of the legal Profession, and now that it has been fairly established it is hoped and expected that the advantages it offers will be generally appreciated. The objects of the society are set forth in the rules as follows:

—1. To protect and sustain the interests and character of the legal Profession, and to promote fair and honourable practice. 2. To originate, watch, discuss, and, if necessary, petition, in relation to measures producing changes in the law affecting the legal Profession. 3. To establish and maintain a law library, if and when found practicable. 4. To adopt such measures or do such acts as are incidental or conducive to the attainment of all or any of the above objects. The attendance at the opening dinner was not so numerous as had been expected, some of the members having from unavoidable causes been unable to be present. The chair was occupied by Mr. Ald. Hellard, the president of the society, and the vice-chair by Mr. Ald. Henry Ford, the vice-president; and among those present were Messrs. C. H. Binsteed, T. Cousins, hon. secretary; A. Besant, hon. treasurer; S. S. Long, J. J. Webb, T. J. Provis, Fareham; W. Reade, jun., Ringwood; E. P. Joyce, Newport; E. Goble, Fareham; S. J. Elliott, W. H. Ford, A. S. Blake, H. Reed, &c. The dinner was served in excellent style, under the personal superintendence of Miss Dare, the manageress, and the wines were of the first quality. On the removal of the cloth,

The usual toasts were proposed, and then the Chairman proposed the toast of the evening, "Prosperity to the Hampshire Law Society." (Applause.) He could not but express his great pleasure at seeing so many gentlemen connected with the legal profession present, because if there was one profession in which it was desirable that there should be a community of good feeling it was in that of the law, for interests were concerned

deeply affecting the well-being of society—interests of a variety of kinds, often delicate in their nature, and involving momentous questions, and often dependent upon the mutual good feeling and honesty of intention which generally existed in the Profession. The well-being of society, and the interests of their clients were all concerned, and if such objects were promoted by societies of this kind it was desirable that they should be supported. (Hear, hear.) Another object which struck him as very desirable was that a society of this kind promoted, to say the least, a sort of uniformity of practice. (Hear, hear.) At times, of course, questions of what was right practice or otherwise would arise, and when gentlemen had opportunities of meeting each other and interchanging their views it would have its proper influence on all parties, and tend to produce that general reliance on, and good feeling towards, each other that they ought all to entertain. (Applause.) Mr. Cousins had kindly taken a great interest in the matter, and he would follow, and he was sure press upon them the desirability of adding to their numbers, in order to enlarge the sphere of operations of the society and extend its benefits in all respects. (Applause.)

Mr. T. Cousins, after some preliminary observations, said that they were aware that the society originated with a few gentlemen dining together, and having been put into shape and worked up from time to time it had assumed the important position in the borough it now occupied. The chairman had been pleased to pay him a compliment, but no one could possibly have paid more attention to the matter than their friend Mr. Hellard had. (Hear, hear.) If it had not been for Mr. Hellard this society would never have been in existence, and certainly would never have occupied the position it did now. (Hear, hear.) He had not only attended their general meeting, but every meeting of the committee, and they were all proud of a gentleman who occupied such an eminent position in his profession. (Applause.) One object of the society was to promote fair and honourable practice, and he would go a step further and say that he believed that in the state of public opinion with reference to changes in the law and law reforms, societies of this description were exceedingly necessary for the purpose of carefully watching all changes in law, not so much in reference to their own interests, as those of the public at large. (Hear, hear.) And after all, the Profession constituted the real legislators of the country, and led public opinion with reference to legal changes. When any change was made, it was either the Attorney-General, or Solicitor-General, or some eminent member of the legal Profession who introduced the Bill and got it passed into law. These societies were important, because by representing the opinion of the majority of the members they might influence legislation. (Hear, hear.) It was highly important that these societies should exist because they, as practical lawyers, did really know what the law ought to be, on practical and even theoretical grounds, a great deal better than many of those who had to make the laws. As to the law library he would not say a word, because they could not find the means or the disposition among their country friends to establish one at present. He thought that societies of this kind not only promoted uniformity of practice, but also that generous and kindly feeling which ought to exist among all members of the same profession. (Hear, hear.) After mentioning that a number of other gentlemen would have attended, but for circumstances over which they had no control, he said he had been asked to mention the name of their friend, Mr. Alderman Stigant, who was in a delicate state of health, and who wished him to state particularly how warm an interest he felt in the society, and how exceedingly sorry he was that he could not be there to-night. (Hear, hear.) If any little time or trouble he had spent in getting this meeting together had been productive of the slightest good, he could only say that his professional friends were perfectly welcome to it, and his reward was in seeing them present to-night. (Applause.)

Mr. Binsteed said that a very pleasing duty had been entrusted to him, and that was to propose "The President of the Society." (Applause.) Among the many objects of a society like this he felt that the most important was that of raising the tone of the character of their own body. (Hear, hear.) No body of men was so much abused as their own, and nobody was so essential to the existence, the comfort, and the welfare of all. (Hear, hear.) He believed it was quite true that they had succeeded to the position occupied by the family confessor of the Roman time. They were the depositaries of the secrets of families; they were often the depositaries of the miseries of families; and it rested with them to cure those miseries, and to compromise, and to arrange, and repair mischiefs and misfortunes that overhung families, in a vast number of circumstances. It was essential, for the welfare of their fellows, even more than for their own dignity,

that their character should be maintained, and he was sure that the gentlemen who had attended the previous meetings of the society had done the best they could to maintain and elevate the character of their body by electing their friend, Mr. Hellard, as their president. (Applause.) He was sure that the election of Mr. Hellard, as president was a guarantee of the wish of all the members who had hitherto joined that the character of the association, and the honour and dignity of the Profession should be maintained, and that they should do the utmost they could to obtain the good feeling of their fellows, and to remove from public opinion the idea that they were to be "sold" for a few guineas at any time. (Hear, hear.) One constantly saw most flagitious and fraudulent cases carried on by members of their profession, simply because they were retained to do it. He hoped that that was the characteristic of some few only, and they should endeavour to impress upon the public that those individuals furnished exceptions to the rule on which their practice was maintained. (Applause.)

The Chairman said he hardly felt that he deserved their kind expression of feeling, except that having for upwards of forty years been a member of the Profession he had had some considerable experience of matters, and although his line of practice was not that which had brought him before the public so much as that of many others he had probably seen as much of the main-springs of life as most men. He quite endorsed what had been said by his friend Mr. Binsteed as to the importance of maintaining the status, honour, and position of the Profession. His wish had always been to do so—(applause)—and it would continue to be so, and anything he could do to advance the interests of a society like this he should be always ready to do. (Applause.)

Mr. W. Reade, jun., proposed, "The officers of the society." He pointed out that upon the officers the real working of the society, whether for good or evil, to a great extent depended. They had an arduous duty to perform, as they had to steer between Scylla and Charybdis. These gentlemen would, *primâ facie*, be responsible for the next twelve-months for the way the society went on; whether this should be the first and last dinner, or whether, as he trusted, it would be the commencement of a long series, and that the society would grow greater and greater every year, and extend throughout Hampshire those principles and feelings without which the legal Profession became a mockery and a sham. (Applause.) He felt that the existence and power of a society of this kind were essentially necessary if they wished to raise the character of this branch of the Profession. They were the most powerful body in England. The one temporal subject who took precedence of every other was the Lord Chancellor. Who made the Lord Chancellor? Popular prejudice imagined that the Queen or the Premier made him, but it was the attorneys who did so. (Hear, hear, and a laugh.) It was the attorneys who distributed the prizes at the Bar; and the members of the Bar were nothing more nor less than their tenants at will. How important, then, that the instruments from which those results spring, should be pure in every way. (Hear, hear.) They could not secure the proper working of the society without a proper staff of officers, and he was sure that they could repose implicit confidence in those they had selected. (Cheers.)

The Vice-Chairman responded, and after paying a graceful compliment to Mr. Reade for the able manner in which he had proposed the last toast, said that during the thirty-five years he had been connected with the Profession he had often thought that such an institution as this would tend to elevate and maintain the position of the Profession. The great object was not merely to secure advantages for themselves, but to promote the high and honourable character of their Profession, so as to gain something for their clients. He thought that anything that tended to elevate the character of members of the Profession must be a benefit to their clients. (Hear, hear.) Speaking on behalf of the executive officers, it would be their study to promote the objects defined so ably in the rules. Mr. Cousins had devoted a great deal of time and trouble, and all the energy he possessed, to get them together, and he had been well assisted by the president. He trusted that next year they would have a great accession of members. To-day he had received the authority of Mr. J. H. Hearn, of Newport, to put his name down as a member, and he had no doubt that when the society became known, and that it had been brought into existence, they would have a great many more members. (Hear, hear.) One great benefit to be derived from the society was that young members, on entering the Profession, would have a body to go to for their guidance and instruction. (Hear, hear.) He believed that they would gain public opinion by raising the character of the Profession. He should be too glad to assist in every possible way he could in promoting the interest and the welfare of a profession with which he had been so long connected. (Applause.)

Mr. Provis, in complimentary terms, proposed, "The Press," which was responded to by Mr. Hay and Mr. Green.

"The Ladies," was proposed in a neat speech by Mr. Blake, and after Mr. Joyce had responded, the formal portion of the proceedings was brought to a close.

THE GAZETTES.

Bankrupts.

Gazette, July 23.

To surrender at the Bankrupts' Court, Basinghall-st.

ATTEBOLL, WILLIAM, auctioneer, in partnership, Chatham. Pet. July 12. Reg. Peppy. O. A. Graham. Sols. Messrs. Nicholson, Chancery-lane. Sur. Aug. 3.
BAXTER, WILLIAM ROBERT, victualler, Commercial-st, Shoreditch. Pet. July 13. O. A. Paget. Sur. Aug. 9.
BLEYKARN, ALFRED BOWEN, insurance agent, Priern-villas, Peckham, and Brixton, Brixton. Pet. July 20. Reg. Peppy. O. A. Graham. Sols. Messrs. Hodgson, Salisbury-st, Strand. Sur. Aug. 4.
BRAMSBURY, GEORGE, plumber, Littlehampton. Pet. July 12. O. A. Paget. Sol. Brighton, Bishopgate-st-without. Sur. Aug. 6.
BROWN, THOMAS, trainer of racehorses, Winchester. Pet. July 19. Reg. Peppy. O. A. Graham. Sol. Kearney, Old Jewry. Sur. Aug. 4.
BUTLER, CHARLES, beerhouse keeper, Stratford. Pet. July 15. O. A. Paget. Sur. Aug. 6.
CAREY, FREDERICK, dealer in trips, St. John's-rd, Hoxton. Pet. July 19. O. A. Paget. Sol. Nind, Basinghall-st. Sur. Aug. 6.
CHAMBERS, THOMAS HODGSON, coal merchant, Grenville-st, Brunswick-sq, and Gloucester-row, Watford. Pet. July 20. O. A. Paget. Sol. Townend, Chancery-lane. Sur. Aug. 6.
COLE, JEREMIAH, out of business, Union-st, Rotherhithe. Pet. July 19. O. A. Paget. Sol. Sur, Guildhall-chambers, Basinghall-st. Sur. Aug. 6.
COYLE, EDWARD FRANCIS, commission agent, Great Portland-st, London. Pet. July 19. O. A. Paget. Sol. White, Russell-sq. Sur. Aug. 5.
CROZIER, WILLIAM, victualler, Chatham-st, Battersea. Pet. July 13. Reg. Peppy. O. A. Graham. Sur. Aug. 9.
DAVIS, WILLIAM, and DAVIS, WALTER LEE, plumbers, Old Charlton. Pet. July 19. O. A. Paget. Sol. Buchanan, Basinghall-st. Sur. Aug. 6.
DAWSON, JOHN WILLIAM, carpenter, Sutton-st, Chelsea. Pet. July 16. Reg. Brougham. O. A. Paget. Sol. Watson, Basinghall-st. Sur. Aug. 5.
DOWMAN, WILLIAM, solicitor, Sudbury. Pet. July 13. Reg. Peppy. O. A. Graham. Sur. Aug. 4.
DUNN, BENJAMIN, not in any occupation, South Lea, Datchett. Pet. July 12. O. A. Paget. Sur. Aug. 9.
FRAY, WILLIAM, eating-house keeper, Calum-st, Fenchurch-st. Pet. July 19. O. A. Paget. Sol. Murray, Great St. Helen's. Sur. Aug. 6.
GALLER, CHARLOTTE, widow, out of business, Cotters-grove, Bow-nd. Pet. July 15. O. A. Paget. Sol. Payne, Bedford-row. Sur. Aug. 5.
GIBBINGS, WILLIAM, builder, South Fange-pk. Pet. July 14. Reg. Peppy. O. A. Graham. Sur. Aug. 6.
GIBSON, ROBERT, warehouseman, Old Fish-st. Pet. July 14. Reg. Peppy. O. A. Graham. Sol. Jones, Queen-st, Chancery-lane. Sur. Aug. 11.
GODDARD, GEORGE, builder, Glastonbury. Pet. July 20. Reg. Murray. O. A. Parkyn. Sols. Treherne and Wolferstan, Aldermanbury. Sur. Aug. 9.
GOODALL, JOHN, dealer in timber, Surlingham-hill. Pet. July 14. Reg. Peppy. O. A. Graham. Sur. Aug. 6.
HARDING, FREDERICK, portrait painter, Twickenham. Pet. July 19. O. A. Paget. Sol. Hicks, Frances-ter, Hackney-wick. Sur. Aug. 5.
HEBERT, JAMES DEANE, hotel keeper, Trinity-sq, Tower-hill. Pet. July 15. Reg. Peppy. O. A. Graham. Sols. Messrs. Henderson, Fenchurch-st. Sur. Aug. 4.
HERBERT, HENRY CHARLES JOSE, chemist, Blandford. Pet. July 21. O. A. Paget. Sols. Marsden, Friday-st, and Messrs. Aldin-Blandford. Sur. Aug. 9.
HIGGINS, THOMAS, house decorator, Harrow-st, Lisson-grove. Reg. Peppy. O. A. Graham. Sur. Aug. 4.
HILDER, NELSON ALBERT, surgeon, Bletchingley, and New-ter, Camberwell-pk. Pet. July 17. Reg. Brougham. O. A. Paget. Sol. Kent, Cannon-sq. Sur. Aug. 9.
HILL, CAROLINE, spinster, (known as Jane Seymour), no business, Wellington-sq, Chelsea. Pet. July 21. Reg. Brougham. O. A. Paget. Sol. Biddles, South-sq, Gray's-inn. Sur. Aug. 9.
HOLLEY, JOHN, victualler, Church-st, Mile End New-town. Pet. July 13. O. A. Paget. Sur. Aug. 9.
HOWELL, WILLIAM JAMES, builder, Plaistow. Pet. July 15. O. A. Paget. Sur. Aug. 9.
JONES, ROBERT SLADE, (known as Robert Boxley Heath), lecturer, Southgate. Pet. July 21. Reg. Peppy. O. A. Graham. Sols. Messrs. Webb, Austin, & Co. Sur. Aug. 4.
KELLY, JAMES, portmanteau maker, Moore-st, Chelsea, and Park-side Knightsbridge. Pet. July 16. Reg. Brougham. O. A. Paget. Sol. Watson, Basinghall-st. Sur. Aug. 6.
LEE, ROBERT, saddler and harness maker, High-st, Putney. Pet. July 19. O. A. Paget. Sol. Feyerly, Gresham-bldg, Basinghall-st. Sur. Aug. 6.
LOVELL, GEORGE, plumber, Gray's-inn-rd. Pet. July 17. Reg. Brougham. O. A. Paget. Sol. Pittman, Guildhall-chambers, Basinghall-st. Sur. Aug. 6.
MADRIANT, CHARLES GODFREY, builder, Russell-ter, Finsbury. Pet. July 12. O. A. Paget. Sol. Howard, Quality-st, Chancery-lane. Sur. Aug. 11.
MASON, JOSEPH, baker, Deptford. Pet. July 17. O. A. Paget. Sol. Biddles, South-sq, Gray's-inn. Sur. Aug. 6.
MAY, JOHN, bootmaker, Green-st, Leicester-sq. Pet. July 21. O. A. Paget. Sol. Harris, Walbrook-buildings, Walbrook. Sur. Aug. 9.
MORGAN, ALEXANDER, grocer, Vernon-ter, Notting-hill. Pet. July 13. Reg. Peppy. O. A. Graham. Sur. Aug. 4.
MOTT, MACY, builder, Hendon. Pet. July 19. O. A. Paget. Sol. Trimmer, Lincoln's-inn-fields. Sur. Aug. 5.
MOXEY, FRANK, builder, Dale-rd, Kentish-town. Pet. July 17. O. A. Paget. Sol. Strutt, Adelphi-ter, Strand. Sur. Aug. 9.
O'BRIEN, WALTER, innkeeper, Newbury. Pet. July 17. O. A. Paget. Sur. Aug. 9.
ORBELL, THOMAS, plumber, Hampton Court. Pet. July 19. O. A. Paget. Sol. M'Cann, Lincoln's-inn-fields. Sur. Aug. 6.
PALMER, JOHN, beerhouse keeper, East Ham. Pet. July 15. O. A. Paget. Sur. Aug. 9.
PAVITT, JAMES, general dealer, Chigwell. Pet. July 15. O. A. Paget. Sur. Aug. 9.
PHILLIPS, JAMES, cabinet maker, Clarence-yd, Hackney-nd. Pet. July 21. O. A. Paget. Sol. Watson, Basinghall-st. Sur. Aug. 9.
ROBERTS, GEORGE, partner to an iron and steel company, Merchant-st, Mile End-nd. Pet. July 13. Reg. Peppy. O. A. Graham. Sur. Aug. 9.
SARGENT, WILLIAM, general shop keeper, Triangle-pl, Kingsland. Pet. July 14. O. A. Paget. Sol. Hicks, Frances-ter, Hackney-wick. Sur. Aug. 5.
SEFTON, THOMAS, general dealer, President-st-east, Goswell-nd. Pet. July 21. O. A. Paget. Sol. Johnson, Bedford-row. Sur. Aug. 9.
SHEPARD, HENRY FRANCIS, builder, Bradley-st, South Lambeth and Doveclade-ter, Lower Wandsworth. Pet. July 14. Reg. Peppy. O. A. Graham. Sur. Aug. 4.
SOUTH, ANTHONY GALLOWAY, sawdust dealer, Swan-lane, Rotherhithe. Pet. July 14. O. A. Paget. Sur. Aug. 9.
SYNNETT, ANDREW, builder, Upper Teddington. Pet. July 14. O. A. Paget. Sur. Aug. 9.
THOMPSON, HENRY JAMES, pocket book manufacturer, Gloucester-st, Clerkenwell. Pet. July 20. O. A. Paget. Sol. Pope, Great James-st, Bedford-row. Sur. Aug. 2.
WAUGH, WILLIAM PETER, civil engineer, Landseer-nd, Upper Holloway, and Craven-st, King William-st, Strand. Pet. July 13. Reg. Peppy. O. A. Graham. Sur. Aug. 4.
WELDON, WILLIAM, grocer's assistant, Whitecross-st. Pet. July 16. O. A. Paget. Sols. Messrs. Matthews, Leadenhall-st. Sur. Aug. 4.
WESTON, JOHN HENRY, chandelier manufacturer, Kennington-nd and Landseer-crescent, Lambeth. Pet. July 16. Reg. Peppy. O. A. Graham. Sol. Sydney, Jewry-st, Aldgate. Sur. Aug. 4.
WHITE, FRANCIS, victualler, Nunhead. Pet. July 2. O. A. Paget. Fisher, King's-bench-walk, Temple. Sur. Aug. 11.

YOUNGMAN, THOMAS, livery-stable keeper, Bristol gardens, and Wandsworth. Pet. July 12. Reg. Kurray. O. A. Parkyn. Sol. Clarke, St. Mary's-sq, Faddington. Sur. Aug. 6.

To surrender in the Country.

ALDERTON, JOHN, thatcher, Norwich Castle. Pet. May 18. Reg. & O. A. Franklin. Sur. Aug. 5.
ALLEN, JOHN, saddler and harness maker, Torquay. Pet. July 19. O. A. Cartick. Sols. Bishop, Torquay, and Flood, Exeter. Sur. Aug. 3.
ARROWSMITH, JAMES, machine manufacturer, Hull. Pet. May 28. Reg. & O. A. Phillips. Sur. Aug. 3.
BAMFORD, JOHN, grocer, Exeter. Pet. July 17. Reg. & O. A. Daw. Sol. Treherne, jun., Exeter. Sur. Aug. 2.
BANNISTER, THOMAS, butcher, Liverpool. Pet. July 17. O. A. Turner. Sur. Aug. 3.
BARBER, WILLIAM HENRY, lace manufacturer, Nottingham. Pet. July 19. Reg. Tudor. O. A. Harris. Sol. Heathcote, Nottingham. Sur. Aug. 3.
BATE, CHARLES, butcher, Castle Foregate, Shrewsbury. Pet. July 21. Reg. & O. A. Peela. Sol. Morris, Shrewsbury. Sur. Aug. 9.
BATES, DAN, book dealer, Lenthwaite. Pet. May 19. Reg. & O. A. Jones. Sol. Sykes, Huddersfield. Sur. Aug. 6.
BEER, GEORGE, master mariner, Truro. Pet. July 19. Reg. & O. A. Childoot. Sols. Caryon and Paul, Truro. Sur. Aug. 4.
BEAKE, JAMES, beer retailer, Bristol. Pet. July 19. Reg. Wilde. Sur. Aug. 4.
BECKWITH, JOSEPH THOMAS HOLLAND, beer retailer, Chorlton-upon-Medlock, Manchester. Pet. July 9. Reg. & O. A. Kay. Sur. Aug. 5.
BIDDLE, JAMES, eating-house keeper, Hereford. Pet. July 19. Reg. & O. A. Himes. Sur. Aug. 4.
BIRCH, JOHN, Thorneley, Liverpool. Pet. July 19. Reg. & O. A. Himes. Sur. Aug. 4.
BIRCH, JAMES, Thorneley, Liverpool. Pet. July 19. Reg. & O. A. Himes. Sur. Aug. 4.
CATLING, JESSE, journeyman cooper, Huddersfield. Pet. May 13. Reg. & O. A. Jones. Sol. Leary, Huddersfield. Sur. Aug. 6.
COLLING, SAMUEL, brickmaker, Rochdale. Pet. July 20. Reg. & O. A. Jones. Sol. Leary, Huddersfield. Sur. Aug. 6.
COTTELL, JOHN, grocer, Kempsey. Pet. July 19. Reg. & O. A. Crisp. Sol. Rea, Worcester. Sur. Aug. 3.
CROOK, GEORGE, higgler, Pembury. Pet. July 19. Reg. & O. A. Aylmer. Sol. Driggs, Pembury. Sur. Aug. 6.
CROOK, SAINT JOHN, occupation agent, Fensholt. Pet. July 19. Reg. Gibson. O. A. Laidman. Sols. Snowball and Allison, Sunderland. Sur. Aug. 9.
CROW, GEORGE, brewer, Liverpool. Pet. July 20. Reg. & O. A. Aylmer. Sol. Driggs, Pembury. Sur. Aug. 6.
DANDY, JOHN, bricklayer, Great Driffield. Pet. July 20. Reg. & O. A. Tonge. Sol. Allen, Great Driffield. Sur. Aug. 20.
DARLING, WILLIAM, grocer, Burnfield. Pet. July 19. Reg. & O. A. Booth, jun. Sol. Clavering, Newcastle. Sur. Aug. 9.
DAVIS, HENRY, pianoforte maker, Liverpool. Pet. July 19. Reg. & O. A. Himes. Sur. Aug. 4.
DAVIS, BENJAMIN, general dealer, Mountfield. Pet. July 16. Reg. & O. A. Young. Sur. Aug. 5.
DILLON, CHARLES JAMES, comedian, Leeds. Pet. July 12. O. A. Turner. Sur. Aug. 3.
DUNN, WILLIAM, greengrocer, Birkenshead. Pet. July 20. Reg. & O. A. Watson. Sol. Moore, Birkenshead. Sur. Aug. 6.
EDWARDS, JAMES GEORGE, builder, Madenhed. Pet. July 17. Reg. & O. A. Darvill. Sol. Smith, Windsor. Sur. Aug. 3.
EVANS, JOHN, cabinet maker, Aberystwyth. Pet. July 20. Reg. & O. A. Acraman. Sols. Tenant, Aberystwyth, and Henderson and Salmon, Bristol. Sur. Aug. 4.
EVANS, EVAN, butter and bacon dealer, Llangollan. Pet. July 15. Reg. & O. A. Reid. Sol. Sherratt, Wrexham. Sur. Aug. 8.
EVANS, CLARA MARIA, mother of business. Pet. July 20. Reg. & O. A. Andrews. Sol. Salmon, Bury St. Edmund's. Sur. Aug. 5.
GENFORTH, WILLIAM WILLIAMS, farmer, Llandanallt. Pet. July 19. Reg. & O. A. Dew. Sol. Jones, Menai-bidge. Sur. Aug. 5.
GRANDY, THOMAS, grocer, Abertillery. Pet. July 20. Reg. & O. A. Harris. Sol. Goode, Loughborough. Sur. Aug. 3.
HARVEY, JAMES MARK, stationer, Oxford. Pet. July 16. Reg. & O. A. Dudley. Sol. Thompson, St. Ebbs. Sur. Aug. 3.
HAWKER, WILLIAM, beerhouse keeper, Grimsley. Pet. July 20. Reg. & O. A. Child. Sol. Taylor, Abertillery. Sur. Aug. 5.
HEAD, THOMAS, doctor of medicine, Skeilton. Pet. July 12. Reg. & O. A. Varty. Sol. Cant, Penrith. Sur. Aug. 4.
HEPPEL, WILLIAM ROBERT, commission agent, Gateshead. Pet. July 19. Reg. & O. A. Ingledew. Sol. Forster, Newcastle. Sur. Aug. 3.
HUGHES, ALFRED WILSON, out of business, Topham. Pet. July 16. O. A. Cartick. Sol. Friend, Exeter. Sur. Aug. 2.
INGHAM, WILLIAM, baker, Coventry. Pet. July 14. Reg. & O. A. Turner. Sol. Horton, Coventry. Sur. Aug. 2.
JEAVONS, JOE, scrap dealer, Wolverhampton. Pet. June 28. Reg. & O. A. Brown. Sol. Best, Willenhall. Sur. Aug. 2.
JONES, DAVID, grocer, Rhymney. Pet. July 20. Reg. Wilde. O. A. Acraman. Sols. Press and Inskip, Bristol. Sur. Aug. 4.
JONES, THOMAS, coal dealer, Haverhill. Pet. July 22. O. A. Turner. Sol. Cartwright, Chester. Sur. Aug. 3.
KENDALL, GEORGE JAMES, auditor of accounts, Nottingham. Pet. July 20. Reg. Tudor. O. A. Harris. Sol. Maple, Nottingham. Sur. Aug. 3.
KIDD, CHAS. HENRY, butcher, York. Pet. July 19. Reg. & O. A. Perkins. Sol. Mann, York. Sur. Aug. 9.
KING, EDWARD, tailor, Chesterfield. Pet. July 15. Reg. & O. A. Wake and Walker. Sol. Catta, Chesterfield. Sur. Aug. 10.
LAWSON, WILLIAM, mercantile, Manchester. Pet. July 13. Reg. & O. A. Wardell. Sols. Sale, Shipman, Seddon, and Sale, Manchester. Sur. Aug. 4.
LEIGH, JAMES, plumber, Liverpool. Pet. July 16. Reg. & O. A. Himes. Sur. Aug. 6.
LEIGH, EDWARD, baker, Bishop's Castle. Pet. July 20. Reg. & O. A. Kinneer. Sols. Griffiths, Bishop's Castle, and Messrs. Hodgson, Birmingham. Sur. Aug. 6.
LONG, WILLIAM, chemist, Kidderminster. Pet. July 17. Reg. & O. A. Talbot. Sol. Crowther, Kidderminster. Sur. Aug. 3.
MARTIN, THOMAS, joiner, Birkenshead. Pet. July 14. O. A. Turner. Sur. Aug. 3.
MERRICK, HERBERT, journeyman stonemason, Worcester. Pet. July 19. Reg. Tudor. O. A. Kinneer. Sol. Tree, Worcester. Sur. Aug. 3.
MORRIS, GEORGE, line burner, Huddersfield. Pet. July 13. Reg. & O. A. Jones. Sol. Sykes, Huddersfield. Sur. Aug. 6.
MORRIS, JOHN, assistant to a travelling draper, Blackburn. Pet. July 19. Reg. & O. A. Bolton. Sol. Hall, Blackburn. Sur. Aug. 9.
MURCHAMP, WILLIAM FEATHERSTONE, commission agent, West Hartlepool, (trading at Coombe and Muschamp, and the North of England Manure Co.). Pet. July 19. Reg. & O. A. Child. Sol. Todd, Hartlepool. Sur. Aug. 10.
PHILLIPS, HENRY, clothier, Cardiff. Pet. July 14. Reg. Wilde. O. A. Acraman. Sur. Aug. 9.
PORT, WILLIAM, shipowner, Huddersfield. Pet. July 16. Reg. Gibson. O. A. Laidman. Sol. Hoyle, Newcastle. Sur. Aug. 6.
SANDFORD, HORACE VAYASOUR, physician, Colchester. Pet. July 20. Reg. Tudor. O. A. Harris. Sol. Ashwell, Nottingham. Sur. Aug. 3.
SHARP, WALTER, journeyman blacksmith, Blanden. Pet. July 1. Reg. & O. A. Jones. Sol. Booth, Holmfrith. Sur. Aug. 6.
SLIGHT, EDWARD, grocer, Bradford. Pet. July 19. O. A. Young. Sols. Rhodes, Bradford, and Simpson, Leeds. Sur. Aug. 9.
SMITH, SAMUEL, private duty, Dudley. Pet. July 21. Reg. & O. A. Walker. Sol. Stokes, Dudley. Sur. Aug. 2.
STAVENHAGE, JULIUS, tobacconist, Bradford. Pet. July 21. O. A. Young. Sols. Berry, Bradford, and Bond and Barwick, Leeds. Sur. Aug. 9.
STEVENS, THOMAS, labourer, Durham. Pet. July 9. Reg. Gibson. O. A. Laidman. Sols. Hoyle, Shipley, and Hoyle, Newcastle. Sur. Aug. 6.
TUNNICLIFFE, EDWARD, farm bailiff, Demstone. Pet. July 20. Reg. Tudor. O. A. Kinneer. Sols. Messrs. Welby, Uttoxeter, and James and Griffin, Birmingham. Sur. Aug. 6.
TUNNICLIFFE, WILLIAM, journeyman miner, Northwood. Pet. July 20. Reg. Tudor. O. A. Kinneer. Sols. Messrs. Welby, Uttoxeter, and James and Griffin, Birmingham. Sur. Aug. 6.
TURNER, JOHN, boat hauler, Wolverhampton. Pet. July 14. Reg. & O. A. Brown. Sol. Leary, Huddersfield. Sur. Aug. 2.
TUSON, HENRY, butcher, Sheffield. Pet. July 20. Reg. & O. A. Wake and Rodgers. Sol. Fernal, Sheffield. Sur. Aug. 6.
WADE, HENRY, ship chandler, Cardiff. Pet. July 19. Reg. Wilde. O. A. Acraman. Sols. Press and Inskip, Bristol. Sur. Aug. 4.
WALKER, GEORGE, ironfounder, Liverpool. Pet. July 17. O. A. Turner. Sur. Aug. 3.
WARREN, SARAH ELLEN, widow, lodging-house keeper, Gravesend. Pet. July 20. Reg. & O. A. Southgate. Sol. Peckham, Doctor's-commons. Sur. Aug. 7.

WEBSTER, DAVID, potato dealer, Liverpool. Pet. July 17. O. A. Turner. Sur. Aug. 3.
WILLIAMS, JAMES, baker, Shrewsbury. Pet. July 21. Reg. & O. A. Peela. Sol. Morris, Shrewsbury. Sur. Aug. 9.
WOODCOCK, JOHN, labourer, Rotherham. Pet. July 21. Reg. & O. A. Newman and Hoyle. Sol. Willis, Rotherham. Sur. Aug. 9.
WRIGHT, ROBERT, FRANKIE, out of business, Ladlow. Pet. July 19. Reg. & O. A. Williams. Sol. Weyman, Ladlow. Sur. Aug. 3.
YEOMANS, RICHARD FREDERICK, commission agent, Longhale. Pet. July 9. Reg. & O. A. Kay. Sur. Aug. 5.

Gazette, July 27.

To surrender at the Bankrupts' Court, Basinghall-st.

BAYFIELD, JOHN TAYLOR, out of employment, St. Thomas-st, Southwark. Pet. July 21. Reg. Brougham. O. A. Paget. Sol. Lister, Trinity-st, Southwark. Sur. Aug. 11.
COLLIER, EDWARD, commission agent, late Francis-ter, Victoria-park. Pet. July 21. Reg. Brougham. O. A. Paget. Sol. Perry, Guildhall-chambers, Basinghall-st. Sur. Aug. 11.
CHAWERS, DARWIN FRANK, clerk in holy orders, Harford-homes, Stoke Newington-nd. In July 20. O. A. Paget. Sols. Messrs. and Co., Chancery-lane. Sur. Aug. 12.
CHACKNELL, FREDERICK, labourer, Upnor. Pet. July 21. Reg. Brougham. O. A. Paget. Sol. Nind, Basinghall-st. Sur. Aug. 13.
ELIAS, FREDERICK EDWARD, wine merchant, Westbourne-grove, Brighton. Pet. July 21. Reg. Brougham. O. A. Paget. Sols. Messrs. Gole, Lime-st. Sur. Aug. 13.
GARDNER, THOMAS, builder, Chesham-ter, Camberwell. Pet. July 19. Reg. Brougham. O. A. Paget. Sol. Morison, Trinity-st, Southwark. Sur. Aug. 8.
GIBBS, GEORGE, builder, New Barnet. Pet. July 21. Reg. Peppy. O. A. Graham. Sol. Erie, Bedford-row. Sur. Aug. 11.
HOUSTON, GEORGE, no occupation, Holborn. Pet. July 21. O. A. Paget. Sol. Marshall, Lincoln's-inn side. Sur. Aug. 12.
JACK, JAMES, manufacturer of fancy goods, Warwick-nd, May-hill-nd, Northampton. Pet. July 21. O. A. Paget. Sol. Harris, Moorgate-st. Sur. Aug. 6.
KITCHENER, JOHN, out of business, Northumberland-pk, Tottenham. Pet. July 21. O. A. Paget. Sol. Popham, Vincent-st, Tottenham. Sur. Aug. 11.
LOVIBOND, JOHN, commission agent, Vernon-ter, Kensington-pk. Pet. July 21. Reg. Brougham. O. A. Paget. Sol. Drake, Basinghall-st. Sur. Aug. 11.
O'NEILL, FRANCIS SAMUEL, plumber, Kingland. Pet. July 21. O. A. Paget. Sol. Briant, Winchester House, Old Broad-st. Sur. Aug. 11.
ORD, JOSEPH, engineer, Long-lane and Wild's-ter, Brompton. Pet. July 19. O. A. Paget. Sol. Cooke, Graham-bldg, Basinghall-st. Sur. Aug. 5.
PATE, JOHN LEADER, builder, Cambridge. Pet. July 21. O. A. Paget. Sols. Barescroft and Co., Great James-st, Bedford-row. Sur. Aug. 13.
QUAIL, EDWIN, out of business, Mile End-nd. Pet. July 21. Reg. Brougham. O. A. Paget. Sol. Watson, Basinghall-st. Sur. Aug. 9.
RATLEY, THOMAS, ironmonger, Notting-hill. Pet. July 20. O. A. Paget. Sol. Cooke, Graham-bldg, Basinghall-st. Sur. Aug. 5.
REID, ARCHIBALD, merchant, Bunkersbury. Pet. July 15. O. A. Paget. Sol. Skarr, Ironmonger-lane. Sur. Aug. 13.
REID, GEORGE, dealer in fancy goods, Brompton. Pet. July 21. O. A. Paget. Sol. Bunnacles, Brighton. Sur. Aug. 9.
SANTO, ALFRED, labourer, Retreat-ter, Hackney. Pet. July 21. Reg. Brougham. O. A. Paget. Sol. Biddles, South-sq, Gray's-inn. Sur. Aug. 13.
SARLES, GEORGE, baker, Lamp-st, Spitalfields. Pet. July 21. Reg. Peppy. O. A. Graham. Sol. Biddles, South-sq, Gray's-inn. Sur. Aug. 11.
SHAW, HENRY, printer, Borough-nd, Southwark. Pet. July 21. O. A. Paget. Sol. Heppart, Bird in Hand-ct, Chancery-lane. Sur. Aug. 11.
TURNER, HENRY, grocer, Ridgway-nd, Wimbledon. Pet. July 21. O. A. Paget. Sol. Tempny, Bedford-row. Sur. Aug. 11.
VENN, ROBERT JOHN, licensed victualler, Broadfields, St. Albans. Pet. July 21. O. A. Paget. Sols. Walker and Mogen, Southampton-st, Bloomsbury. Sur. Aug. 13.
WALKER, JOSEPH EMBLE, licensed victualler, Grove-par Hotel, Chiswick. Pet. July 21. O. A. Paget. Sols. Holmes and Holmes, Finchbury-pl. Sur. Aug. 9.
WALKER, JOSEPH, beerhouse keeper, Brompton-nd, St. Mark's. Pet. July 21. O. A. Paget. Sol. Watson, Upper Clifton-st, Finsbury. Sur. Aug. 9.
WILLIAMS, THOMAS HUMPHREY, pianoforte tuner, Edward-ter, Chelsea. Pet. July 21. O. A. Paget. Sols. Evans and Lefter, John's-ter, Bedford-row. Sur. Aug. 11.
WRIGHT, HENRY, plumber, 255, Stratford. Pet. July 13. Reg. Peppy. O. A. Graham. Sols. Vizard and Co., Lincoln's-inn-2ds, for Saunders and Co., Birmingham. Sur. Aug. 11.

To surrender in the Country.

BARRETT, SAMUEL, sub dealer, Lancaster. Pet. July 21. Reg. & O. A. Dunn. Sols. Johnson and Tilly, Lancaster. Sur. Aug. 2.
BERRY, JOSEPH, writing clerk, Gower-st. Pet. July 21. Reg. & O. A. Croxon. Sol. Jones, Walpole. Sur. Aug. 14.
BIRCH, JOHN, coal dealer, Fensholt. Pet. July 20. Reg. & O. A. Brown. Sol. Briggs, Derby. Sur. Aug. 15.
BRADBURY, THOMAS, retail brewer, Redworth. Pet. July 21. Reg. Tudor. O. A. Kinneer. Sols. James and Griffin, Birmingham. Sur. Aug. 6.
BROOKS, EDWARD, cab proprietor, Llandanallt. Pet. July 19. Reg. & O. A. Himes. Sol. Jones. Sur. Aug. 3.
CANTRELL, GEORGE HIND, grocer, Burton-on-Trent. Pet. July 21. Reg. & O. A. Hubbercy. Sol. Wilson, Burton-on-Trent. Sur. Aug. 9.
CARLTON, JOHN, timber merchant, Aylesford. Pet. July 20. Reg. & O. A. Bowes. Sol. Robinson, Darlington and Richmond. Sur. Aug. 9.
CLONEY, THOMAS, foreman and deputy surveyor to the Trustees of the Warwick County, and Leamington. Sur. Aug. 10. Reg. & O. A. Tibbitts. Sol. Sanderson, Warwick. Sur. Aug. 15.
COXON, WILLIAM, journeyman joiner, Derby. Pet. July 21. Reg. & O. A. Walker. Sol. Heath, Derby. Sur. Aug. 18.
CURRIE, JOHN, conveyancer, 10, Market-st, Blandford. Pet. July 22. Reg. & O. A. Hulton. Sol. Ambler, Manchester. Sur. Aug. 7.
DODGE, CHARLES, carpenter, East Ocker. Pet. July 21. Reg. & O. A. Batten. Sol. Wat, Tevel. Sur. Aug. 6.
DUNN, JOHN, employed at the Gas Works, Farnworth. Pet. July 21. Reg. & O. A. Hulton. Sol. Bannell, Bolton. Sur. Aug. 11.
FRENCH, FREDERICK JAMES, out of employment, New Ferry. Pet. July 21. Reg. & O. A. Watson. Sol. Gray, Liverpool. Sur. Aug. 7.
GARRARD, WILLIAM, bootmaker, Beeding. Pet. July 21. Reg. & O. A. Collins. Sol. Smith, Reading. Sur. Aug. 14.
HARDING, CHARLES, out of business, Birmingham. Pet. July 21. Reg. & O. A. Guest. Sol. Parry, Birmingham. Sur. Aug. 6.
HARRIS, EDWARD DE JARA, innkeeper, Blandford. Pet. July 21. O. A. Turner. Sols. Evans and Lecker, Liverpool. Sur. Aug. 9.
HARRISON, ISAAC, grocer, late Barrow-in-Furness. Pet. July 21. Reg. Macrae. O. A. McNeill. Sur. Aug. 6.
HARRISON, THOMAS, coal owner, Bursley. Pet. July 17. O. A. Turner. Sur. Aug. 9.
HUGHES, WILLIAM, farmer, St. Asaph. Pet. July 21. Reg. & O. A. Blason. Sol. Williams, Rhyl. Sur. Aug. 10.
KIRKPATRICK, JOSEPH, butcher, Carlisle. Pet. July 21. Reg. & O. A. Hulton. Sol. Wannon, Carlisle. Sur. Aug. 8.
LALOR, THOMAS, out of business, Torquay. Pet. July 21. O. A. Cartick. Sols. Hooper and Wollin, Torquay, and Forca, Exeter. Sur. Aug. 10.
LEE, THOMAS, grocer, Monk's Coppin-hill. Pet. July 13. Reg. & O. A. Brougham. Sol. Sheppard, Newbury. Sur. Aug. 11.
LOUGH, WILLIAM, baker, Bedford-upon-Avon. Pet. July 21. Reg. & O. A. Hobbes. Sol. Greaves, Stratford-upon-Avon. Sur. Aug. 9.
MANDELICK, JAMES, metal broker, Liverpool. Pet. July 21. Reg. & O. A. Turner. Sols. Forshaw, Goodman, and Hawkins, Liverpool. Sur. Aug. 6.
MARPLES, WILLIAM, saddler, New Mills. Pet. July 21. Reg. & O. A. Bennett. Sol. Cooper, Manchester. Sur. Aug. 10.
MAWBY, ALFRED, lace-maker, Derby. Pet. July 7. Reg. & O. A. Turner. Sur. Aug. 10.
MAY, DANIEL, provision dealer, Dudley. Pet. July 21. Reg. Tudor. O. A. Kinneer. Sols. James and Griffin, Birmingham. Sur. Aug. 6.
MC CARTHY, PATRICK, waste manager, Chesham, near Maidenhead. Pet. July 19. Reg. & O. A. Dunn. Sols. Johnson and Tilly, Lancaster. Sur. Aug. 13.
MELLOR, JOSEPH, and MELLOR, HENRY, silk weavers, Sutton, near Macclesfield. Pet. July 21. Reg. & O. A. Brookfield. Sols. Higginbotham and Barclay, Macclesfield. Sur. Aug. 6.

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EQUITY AND LAW LIFE ASSURANCE SOCIETY,

18, LINCOLN'S INN FIELDS, LONDON, W.C.

ESTABLISHED 1844.

CAPITAL—ONE MILLION, FULLY SUBSCRIBED.

THE RIGHT HON. EDWARD CARDWELL, M.P.
THE RIGHT HON. SIR WILLIAM ERLE.
THE RIGHT HON. SIR FREDERICK POLLOCK, Bart.
THE RIGHT HON. SIR JOHN TAYLOR COLERIDGE.

Trustees.

THE HON. VICE-CHANCELLOR SIR RICHARD MALINS.
JOHN ELLIS CLOWES, Esq.
THOMAS GLOVER KENSIT, Esq.

Directors.

CHAIRMAN—GEORGE LAKE RUSSELL, Esq., Judge of the Bloomsbury County Court.
DEPUTY-CHAIRMAN—JOHN MOXON CLABON, Esq. (Fearon, Clabon, and Fearon).

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Solicitor—GEORGE ROOPER, Esq., 26, Lincoln's-inn-fields.

Actuary and Secretary—THOMAS BOND SPRAGUE, Esq., M.A., formerly Fellow of St. John's College, Cambridge.

JOHN ILIFFE, Esq. (Iliffe, Russell, and Iliffe).
THOMAS GLOVER KENSIT, Esq., Clerk to Skinners' Company.
CHARLES HENRY MOORE, Esq.
EDMUND F. MOORE, Esq., Q.C.
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GEORGE W. K. POTTER, Esq., Secondary of London.
W. B. S. RACKHAM, Esq., 46, Lincoln's-inn-fields.
GEORGE ROBINS, Esq. (Warry, Robins, and Burgess).
ALFRED H. SHADWELL, Esq., Taxing Master in Chancery.
RICHARD SMITH, Esq. (Richard and W. B. Smith).

Medical Officer—W. O. MARKHAM, M.D., 8, Harley-street.

TOTAL SUM ASSURED, £3,027,386. INCOME, £126,627. ASSURANCE FUND, £623,773.
NEW BUSINESS OF 1868—SUMS ASSURED, £356,833; NEW PREMIUMS, £11,318.
INCREASE OF THE ASSETS DURING THE YEAR, £67,952.

Nine-tenths of the Total Profits are divided among the Assured. Considerably more than one-tenth of the Profits is derived from Policies which do not participate in the Profits, so that the Assured have larger Bonuses than if they formed a Mutual Insurance Company and received the whole of the Profits derived from their own Policies.

The Expenses of Management are less than Four per Cent. on the Income.

The Premiums are calculated for every half-year of age.

The Conditions of the Policies allow persons whose lives are insured to Reside or Travel, without special licence or payment of an extra premium, in any part of the world, distant more than 33 degrees from the Equator.

Policies in the hands of third parties are not vitiated by suicide, or by the life assured transgressing the stipulated limits.

The business of the Society includes the granting of Loans on the Society's Policies, on Life Interests, Reversions, and other approved Securities; also the Purchase of Life Interests and Reversions, and the grant of Immediate and Survivorship Annuities.

The Annual Reports are regularly printed, with full accounts of the Receipts and Expenditure, and may be obtained by written or personal application at the Office.

THE USUAL COMMISSION ALLOWED TO SOLICITORS ON ALL POLICIES INTRODUCED BY THEM.

ABSOLUTE SECURITY POLICIES, UNFORFEITABLE, UNCONDITIONAL, AND UNCHALLENGEABLE, ISSUED BY THE PRUDENTIAL ASSURANCE COMPANY.

62, LUDGATE-HILL, LONDON, E.C.

ESTABLISHED 1848.

The Directors of this Company, in deference to an objection not unfrequently urged by persons invited to assure, that the ordinary mode of Life Assurance is in their opinion defective or uncertain, by reason of the operation of the customary conditions, have resolved to promulgate the present tables, and to issue Assurances under them which shall be absolutely Unforfeitable, Unconditional, and Unchallengeable.

For the reason referred to, many persons hesitate or decline to assure on the ground that, in the event of inability or unwillingness to continue payment of their premiums, the Assurance will become forfeited. To this class of the public the system now introduced will especially commend itself, being entirely free from all conditions of forfeiture on account of non-payment of premium, or from any other cause whatever; while at the same time it absolutely guarantees at death, even when a default is made in payment of the premium, a fixed sum in respect of every premium paid, bearing the same proportion to the total amount assured as the number of premiums actually paid may bear to the whole number originally contracted to be paid.

Besides this important advantage, every policy will expressly state what sum can at any time be withdrawn on the discontinuance of the Assurance.

The Assured will thus always have the option of retaining either an ascertained fixed sum payable at death, or, in case of need, of withdrawing a certain amount, according to the duration of the Policy, such amounts being set forth on every Policy, and rendering unnecessary any future reference to the Company on these points, as is the case with ordinary Assurances.

Creditors assuring the lives of debtors will appreciate this feature as one greatly protective of their interests, and it will likewise commend itself to bankers, capitalists, and others who are in the habit of making advances collaterally secured by Life Policies, as they can at any time learn, by mere inspection, the exact value, either immediate or reversionary, of a Policy of this description.

Every Policy issued on this plan will be without any conditions as to voyaging, foreign residence, or other usual limitations. By this freedom from restrictions of all kinds, the objections before referred to will be entirely removed, and the Policies will become at once positively valuable as actual securities.

In addition to the foregoing statement of advantages, the number of premiums is strictly defined. The longest term provided for is twenty-five years, and the shortest five years, as shown by the Tables. Thus, bankers, creditors, and others holding Policies of this class as security, may always know the utmost amount they may be called upon to advance so as to maintain the full benefit of the Assurances—a matter of great importance where Policies are held as collateral security.

It is only necessary to add that, as a consequence of the Policies under these Tables being unforfeitable and unconditional, they will also be unchallengeable on any ground whatever. They may therefore be aptly termed Absolute Security Policies.

The Prudential Assurance Company possesses an income of 215,000*l.* a-year; its position is unquestionable; and it obtains the largest amount of new business of any office in the kingdom.

Special Agents wanted.

HENRY HARBEN, Secretary.

IMPERIAL LIFE INSURANCE COMPANY.

CHIEF OFFICE.—No. 1, Old Broad-street, London.

BRANCH OFFICE.—No. 16, Pall-mall, London.

INSTITUTED 1820.

The outstanding sums assured by this Company, with the Bonuses accrued thereon, amounting to about 2,800,000*l.*, and the Assets, consisting entirely of Investments in first-class securities, amount to upwards of 90,000*l.*

The Assurance Reserve Fund alone is equal to more than nine times the premium income.

It will hence be seen that ample Security is guaranteed to the policy holders. Attention is invited to the prospectus of the company, from which it will appear that all kinds of assurances may be effected on the most moderate terms and the most liberal conditions.

The company also grants annuities and endowments.

Prospectuses may be obtained at the offices as above, and the agents throughout the kingdom.

ANDREW BADEN, Actuary and Manager.

ECONOMIC LIFE ASSURANCE SOCIETY.

6, NEW BRIDGE-STREET, BLACKFRIARS, LONDON.

Established 1823.

Empowered by Act of Parliament, 3 William IV.

Directors.

HENRY BARNETT, Esq., M.P., Chairman.

The Rt. Hon. E. PLEYDELL BOUVERIE, M.P., Deputy-Chairman.

Charles Arthur Barclay, Esq.
Michael Biddulph, Esq., M.P.
Edward Charrington, Esq.
Pascoe Charles Glyn, Esq.
Sir Alex. Duff Gordon, Bart.
Charles Morris, Esq.

C. H. W. & Court Repington Esq.

G. Kettleby Rickards, Esq.

Henry Roberts, Esq.

Augustus K; Stephenson, Esq.

ADVANTAGES OFFERED BY THE SOCIETY:

The lowest rates of Premium on the Mutual System.

Security—Invested Assets, upwards of ... £2,665,000

Annual Income ... 338,000

Bonus—The Society being on the mutual principle, the Assured share the whole of the Profits.

9376 Policies now in force, assuring £8,970,625.

Assurances granted to the extent of 10,000 on a single life.

Assurances effected in 1869 will participate in the bonus of 1874.

Table of Annual Premiums required for an Assurance of £100 for the whole term of Life, with a Participation in Profits.

E s. d.	E s. d.	E s. d.
20 1 14 7	30 2 4 3	40 2 19 9
25 1 19 0	35 2 10 11	45 3 11 9

Prospectuses and full particulars may be obtained on application to

JOHN RALPH GRIMES, Secretary.

ECONOMIC LIFE ASSURANCE SOCIETY.

Established 1823.

HENRY BARNETT, Esq., M.P., Chairman.

The Right Hon. E. PLEYDELL BOUVERIE, M.P., Deputy-Chairman.

BONUS YEAR.

POLICIES effected during the current year, will, if in force on 31st December 1873, be entitled to a BONUS at the NEXT DIVISION OF PROFITS IN 1874.

JOHN RALPH GRIMES, Secretary.

6, New Bridge-street, Blackfriars, London, E.C.

May 1869.

TITLE ASSURANCE.—Doubtful and Defective Titles Assured and rendered Marketable and Mortgageable by the LAW PROPERTY AND LIFE ASSURANCE SOCIETY, 30, Essex-street, Strand.

For information, forms and specimens of the various kind of defective Titles already assured in this office, apply to

EDWARD S. BARNES, Secretary.

ANNUITIES AND REVERSIONS.

LAW REVERSIONARY INTEREST SOCIETY.

63, CHANCERY-LANE, LONDON.

CHAIRMAN.—The Right Hon. Russell Gurney, Q.C., M.P., Recorder of London.

DEPUTY CHAIRMAN.—Sir W. J. Alexander, Bart., Q.C.

Reversions and Life Interests purchased. Immediate and Deferred Annuities granted in exchange for Reversionary and Contingent Interests.

Annuities, Immediate, Deferred, and Contingent, and also Endowments, granted on favourable terms.

Loans may also be obtained on the security of Reversions. Prospectuses and Forms of Proposal, and all further information, may be had at the office. C. B. CLABON, Sec.

LAW UNION INSURANCE COMPANY.

No. 126, CHANCERY-LANE.

CHAIRMAN.—Sir William Foster, Bart.

DEPUTY-CHAIRMAN.—James Cuddon, Esq., Barrister-at-Law Goldsmith's-building, Temple.

This Company is prepared to make immediate ADVANCES on Mortgage of Life Interests, Reversions, Freeholds, and long Leaseholds, and to purchase Reversions, whether absolute or contingent.

The Directors invite the attention of Solicitors and others to their new form of Whole World and Unconditional Life Policy, which affords peculiar and very great advantages to Mortgagees and others.

Every description of Fire and Life Insurance business transacted.

Annuities granted on favourable terms.

Prospectuses, copies of the Directors' Report, and every information sent on application to

FRANK M'GEDY, Actuary and Secretary.

PELICAN LIFE INSURANCE COMPANY.

Established in 1877.

70, Lombard-street, City, and 57, Charing-cross, Westminster.

DIRECTORS.

Henry R. Brand, Esq., M.P. Kirkman D. Hodgson, Esq.

Octavius E. Coope, Esq. Henry Lancelot Holland, Esq.

John Coope Davis, Esq. Sir John Lubbock, Bart.

Henry Farquhar, Esq. F.R.S. Charles Emanuel Goodhart, Esq.

John Stewart Oxley, Esq. Benjamin Shaw, Esq.

Jas. A. Gordon, Esq., M.D. M. Wyvill, jun., Esq.

BONUS NOTICE.

At the Fourth Septennial Division of Profit, the Cash Bonus awarded to Policies of twenty-eight years' standing was 37*l.* 13*s.* 4*d.* per cent. on the amount of Premiums received in the last seven years.

The Additions made to Policies vary from 1*l.* 5*s.* to 2*l.* 11*s.* 8*d.* per cent. per annum on the sum assured, and give an average of more than 1*l.* 15*s.* per cent. per annum at all ages.

LOANS.

In connection with Life Assurance, on approved Security, in sums of not less than 500*l.*

ROBERT TUCKER, Secretary and Actuary.

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charged one-fourth more than the above scale.
Advertisements must reach the office not later than
five o'clock on Thursday afternoon.
VOL. XLVII.—No. 1375.

To Readers and Correspondents.

DOUGLAS.—The party giving the receipt must affix the
stamp: (16 & 17 Vict. c. 59.)
All anonymous communications are invariably rejected.
All communications must be authenticated by the name
and address of the writer, not necessarily for publica-
tion, but as a guarantee of good faith.

NEW LAW REPORTS.

MAGISTRATES', MUNICIPAL and
PARISH LAW CASES and APPEALS decided in
all the Courts. Edited by EDWARD W. COX, Serjeant-at-
Law, Recorder of Portsmouth. Editor of "Cox's Criminal
Law Cases." Vols. I., II., III., and IV., in half-calf, 25s.
each. Part VII. Vol. V. just published. Price 5s. 6d.

JOINT-STOCK COMPANIES' CASES,
decided by all the Courts, with NOTES, &c. Part XXIII.
just published, price 5s. 6d. Parts I. to XXII. may still be
had. Also Vols. I. and II., which contain all the Cases
decided from the 1st Jan. 1864 to 1868. Price 27s. 6s. each in
half-calf.

Just published, Part IV. of Vol. XI. of
COX'S CRIMINAL LAW CASES; in the
Court of Criminal Appeal, the Superior Courts, the
Central Criminal Court, at the Assizes, and in Ireland.
Edited by E. W. COX, Serjeant-at-Law, Recorder of Ports-
mouth. Price 5s. 6d.

The Parts and Volumes may still be had to complete sets.
It is the only complete series of Criminal Cases published in
England. An Appendix contains a valuable collection of
Precedents of Indictments.

London: 10, Wellington-street, Strand, W.C.

Just published, price 8s. 6d., boards,
EVANS'S LAW DIGEST (Vol. 7, Part 2,
being Part 48 from the commencement), containing
all the Cases reported and Statutes enacted during the last
half-year (October 1868, and April 1869), so arranged that the
practitioner can find in a moment the latest law on any
subject. This is the only Half-yearly Digest of the Law.
Established for 24 years.
The back parts and volumes may still be had.
OFFICE: 10, Wellington-street, Strand, London.

THE
Law and the Lawyers.

It is said that Mr. EDMOND BEALES is to be
rewarded for his political services by the
vacancy that will shortly occur in one of the
County Court Judgeships. He has earned it,
and it would be most ungrateful of the Govern-
ment not to do something for him.

At the request of the Home Office assaults upon
the police, which hitherto have been relegated
for trial to the second court at the Middlesex
Sessions, will for the future be taken in the first
court. This new regulation was observed for
the first time at the present sessions, and on
Thursday those indictments were disposed of
accordingly by Mr. Serjeant Cox, the Deputy
Assistant Judge.

The Bankruptcy and Imprisonment for Debt
Bills have passed through all their stages, and
now only await the Royal assent.

The Select Committee on Elections proposes
further work for the County Courts, which is
that they should adjudicate upon disputed
municipal elections. As these elections are
annual, and a great deal of bribery usually goes
on, this new jurisdiction might form an impor-
tant item in the labours of the overloaded
County Court Judges.

The Incorporated Law Society have appointed
Mr. FITZROY KELLY Lecturer and Reader on
Equity; Mr. HOWARD W. ELPHINSTONE on
Conveyancing; and Mr. HENRY M. BOMPAS on
Common Law.

THE HOME CIRCUIT.

We cannot help thinking that one of the wisest
recommendations of the Judicature Commission
is that which advises the abolition of the Home
Circuit. At present an expensive machinery is
in operation for transacting business, which at
all towns save the last is limited and unim-
portant. The last town being arrived at, an
enormous list half rotten is attacked amidst a
scene of wild confusion and discomfort. We
think we can undertake to say that no circuit
ever boasted of such a deceptive and delusive
cause list as we annually find at Croydon or
Kingston, as the case may be, and we are certain
that no circuit has better cause to blush for the
accommodation provided for the immense pro-

fessional power which is brought to bear, directly
or indirectly, more frequently the latter, on the
disposal of the business. A very large Bar in-
variably visits the last town on the Home Cir-
cuit, and on the opening of the court the scene
which presents itself is a closely packed area
of wigs and anxious faces. The charmed circle
or square within which the few barristers sit
who have business is most ingeniously rendered
inaccessible save by a very narrow passage on
one side. The consequence is that this passage
becomes blocked up by the superabundant Bar,
and those who require to consult a leader or
take part in the proceedings, have to exercise
their agility in leaping the barrier. To men of
thirteen and fourteen stone this is a serious
undertaking, and it certainly is not one which
ought to be rendered necessary.

We have been speaking of the first court.
The second court, on the ground floor, is more
commodious, and far better arranged. Barristers
can approach and can leave their seats with
facility and dignity, and the absence of over-
crowding enables the proceedings to be con-
ducted with satisfaction to all parties. This
fact, however, is a trifle compared to the prepon-
derance of inconvenience resulting from the
existence of the circuit. We believe few of the
members would regret its extinction, whilst it is
quite obvious that London solicitors would have
cause to rejoice.

JUDGES' SONS.

The present period of the year is that at which
revising barristers are appointed. Revising
barristerships are in the gift of the senior
judge of assize, and heretofore it has been
the custom for the Judges to ratify in suc-
ceeding years the appointments made by their
predecessors, unless circumstances arise de-
manding a change. In this way it has fre-
quently been in the power of Judges to recog-
nise unsuccessful merit and to provide for
necessitous members of circuits during the re-
mainder of their lives. That pleasant and ad-
mirable period in the history of the Profession
appears to be gone for ever, unless the next
generation of Judges reverse the decree of the
present. That decree appears to be that revising
barristerships shall be given, in the first in-
stance, to Judges' sons, and an example of the
fidelity with which this decree is observed is
afforded by the Home Circuit. The first
appointment made at these assizes was in
favour, not of a Judge's son proper, it is true,
but of the grandson of an ex-Lord Chancellor,
namely, Mr. JEMMETT, a gentleman of the
Equity Bar, and, what is of more importance,
as far as we are aware, quite new to the business
of registration. The second appointment has,
we are given to understand, been conferred upon
Mr. CHANNELL, son of the learned Baron, and
a third, it is stated, is to be the prize of Mr.
VAUGHAN WILLIAMS, son of the ex-judge.

Now, we will assume that these may be in
themselves excellent appointments. It is hard
to speak slightly of untried men, and we
should not have commented upon the subject
had there been vacancies to fill in the ordinary
course of things. But vacancies have been
created. To take an instance; a gentleman of
singular ill-fortune at the bar and in his
domestic circle was appointed to a revising
barristership by a most kind-hearted Judge.
The gift was no mean boon, and was appreciated
as such. Now he has been removed, and the
grandson of Lord St. LEONARDS succeeds. It
is reported to us that another gentleman of long
standing, and admitted capacity and experience,
has been removed, or rather passed over, in like
manner.

As we have remarked, we have nothing to
say against Judges' sons, they may claim to
share with others the offices to which their merits
and standing entitle them; but we do consider
it a matter for great regret that public offices
should be bestowed on them by preference.
Great indignation has been excited on the Home
Circuit by these incidents; and by reason also
that it was stated that the Judges had met and
determined that revising barristerships are offices
for which Judges' sons are fitted, and to which
they ought to be appointed.

It is with much regret that we bring this
matter so prominently forward. Probably small
good will be effected; but we shall have dis-
charged our duty to the Profession by doing our
utmost to clear the way to promotion for the
laborious and capable members of the Profession.

ARREST AND DETENTION OF BANKRUPTS.

THE facts of the recent case of *Myers v. Veitch*, 20 L. T. Rep. N. S. 848, Q. B., upon which we founded our remarks last week, a correspondent informs us, were somewhat inaccurately stated. The plaintiff, it seems, was not a debtor who had executed a composition-deed, but a bankrupt who had surrendered to the adjudication, and was under summons to appear on his last examination. He had had granted to him protection until that period in the usual way, and at the time of his arrest produced it to the sheriff's officer, but did not serve a copy thereof upon that officer, as required by the 113th section of the Bankrupt Law Consolidation Act 1849. He was forthwith, and before he had the opportunity of obtaining a copy of the protection, lodged in Walton gaol. He thereupon obtained a copy of his protection, and served it upon the gaoler, but the latter refused to release him, and he remained in prison for several days. Upon being discharged he brought an action against the gaoler for wrongful detention, and sought, under sect. 113, to enforce the penalty of 5*l.* per day for each day he was detained. The court held that the penalty was enforceable against the sheriff's officer only, and that on the bankrupt being lodged in gaol there was no penalty enforceable against the gaoler. Our correspondent remarks that the effect of this restricted construction of the section will entail the necessity of every bankrupt being provided with a copy of his protection other than the one he usually holds, and further, he adds that there is no bankrupt at present passing through the courts who may not, providing, of course, that there is an execution issued against him, be arrested and lodged in gaol, for in no case do they provide themselves with a second copy of their protection, and there appears to be no obligation upon the sheriff's officer to wait till they can obtain one. We agree with our correspondent that the Judges appear to have taken a somewhat technical view of the section. The object of the penalty was to make the protection inviolable and ensure a bankrupt's liberty from being interfered with on his transit through the court. To limit the liability to a penalty to the sheriff's officer is to neutralise to a great extent the object of the provision, as any unfortunate bankrupt without a duplicate protection might be arrested and taken at once to prison, and kept there with impunity.

A STRANGE SENTENCE.

WE have had too much experience of the injustice with which critics who were not present at the trial find fault with the sentences of the Judges, not to feel some hesitation at noting the strange termination of a very strange case that came before Baron CLEASBY.

A gamekeeper had chased two poachers; one of them turned, deliberately took aim at him with a gun he carried, fired, and when his victim fell, went up to him and discharged the other barrel into his head, killing him instantly. This was a murder most hideous in its character, but it was converted into manslaughter by the fact that the keeper had pursued the poacher beyond the boundary of the land, and, therefore, was himself then doing an unlawful act in attempting to capture the poacher. Of course, the real character of the crime is in no way changed by this purely legal quibble. The murderer was ignorant of the nice legal distinction and it was only by accident that he killed his victim on one side of a hedge instead of on the other side of it. Nevertheless the facts plainly reduced the crime in contemplation of law from murder to manslaughter, and the jury, directed by the Judge, found accordingly. But it was manslaughter in the highest degree, and to all seeming deserved the greatest punishment that can be awarded to that offence. Morally and socially it was murder. Manslaughter is a crime that we are repeatedly told by Judges varies in degree from murder to misadventure, and requires a wide scale of punishment. If ever there was a case that called for the infliction of the highest penalty, this would appear to have been one; and so it seems thought the audience, for when they were looking for a sentence of penal servitude for life, they were astounded to hear this atrocious criminal condemned to no more than penal servitude for seven years. The public has since shared their astonishment, and the Profession is as much puzzled as the public and the press to understand the meaning of it.

THE MARRIED WOMEN'S PROPERTY BILL.

THE House of Lords, by reading the Married Women's Property Bill a second time, has admitted that in the interest of the female portion of the community very considerable changes in the law ought to be made. To this extent the sentiment of both Houses and of the general public is concurrent. That the existing law is accessory to many cases of hardship and cruelty towards wives, is recognised on all hands. The difficulty is in fixing the precise mode and degree in which the law should be altered, and on this very conflicting opinions may with much show of argument be entertained. As the law of property between husband and wife will not be interfered with during the present session of Parliament, but will without doubt receive very important modifications at an early period, it is a matter of some moment that the interval should not be allowed to pass over without much discussion of the best possible settlement of this most complex and embarrassing question.

We have on several occasions expressed an opinion that the changes proposed by Mr. RUSSELL GURNEY's Bill are of far too sweeping a character. The principle of that Bill is—1st, that in regard to property accrued or accruing to a woman before or after marriage, she should, notwithstanding her coverture, have all the rights and privileges of a *feme sole*; and, 2nd, that notwithstanding coverture, she shall be at liberty to contract, and to sue and be sued, as if she were a *feme sole*. The essence of the Bill may be summed up in the words "coverture shall not be any disability." We take leave to dispute the expediency of setting up any such general proposition as the basis of legislation. We cannot divest ourselves of the old-fashioned notion—a notion confirmed by universal experience—that the husband is the natural and proper head of the family, and that in some degree the wife is, and ought to be, subordinate. The real question is as to the extent to which the law should directly or indirectly lend its aid towards insuring due obedience on the part of the wife.

At the present time the law assists the husband, first, by giving him the legal custody of his wife; secondly, by giving him her property, or some estate or interest therein according to its nature; and, thirdly, by disabling the wife from entering into any contract or suing or being sued. We do not understand that there is any attempt to alter the law on the first head, yet it seems to us not a trifling anomaly, that, reversing all the traditions of our jurisprudence, property is to be regarded before personal liberty. In regard to the second head, we freely admit that some alteration is required. We believe neither in the expediency of vesting the entire personal estate of the wife in the husband as at present, nor in that of permitting the wife alone to have the use and control, the *jus disponendi* as well as the *jus fruendi*, as proposed by the Bill. It is at least worthy of consideration whether the property of the wife (other than personal chattels and personal earnings of the wife, as to which there should be special provisions), should not be vested in the wife as a *feme sole* at law and in equity, but without the power to alienate the same or anticipate the income therefrom during the coverture without the consent of the husband. In aliening any property except chattels personal capable of delivery, the freedom of the wife from constraint might be evidenced in the manner required by the Act for the Abolition of Fines and Recoveries. The wife without the consent of the husband might be permitted to make any lease of her lands not required by law to be in writing. As incidental to the ownership of the wife, it would be necessary to confer on her the power of contracting, and of suing or being sued in relation to her property, or the rents or management thereof.

One of the main designs of the alteration of the law is to prevent a good-for-nothing or dissolute husband from breaking up the home by selling household effects belonging to the wife; something might be done towards preventing this by enacting that personal chattels belonging to the wife should during the coverture be vested in the husband and wife jointly, and that any sale or disposition by either without the consent of the other (not being a sale in market overt to a purchaser without notice), should be ineffectual, and that on any sale by the husband without the consent of the wife, she should be

empowered as a *feme sole* to sue him and recover damages for the unlawful conversion of the property.

Another main design of the Bill was to preserve to married women their personal earnings, although not deserted by their husbands, so as to come within the 20 & 21 Vict. c. 85, s. 21. Such earnings should, as it seems to us, belong to the wife by the highest of all titles, and although we cannot but feel that there are the gravest objections to conferring upon married women an unlimited power of entering into contracts, the balance of advantage appears to be in favour of enabling a married woman who has actually fulfilled her part of a contract, to sue for, or give a good receipt for, the consideration, and to hold the same as a *feme sole*. Under such circumstances we do not see why she might not, although not deserted by her husband, have her earnings protected in the same manner as if she had obtained a protection order under the section to which we have before alluded.

In regard to the third head:—The proposed abolition of the disability of married women in regard to contracts and actions we do not view with much favour. To suppose that the sanctity of the conjugal relationship, the peace of families, or the welfare of the state will be promoted by enabling a wife, without the consent of her husband, and in the face of his most strenuous opposition, to fetter herself with contracts, at variance possibly with her duties as a wife and mother, and by which her property may be dissipated, appears to us wholly preposterous. The same reasons which lead us to contend that a married woman ought not to have an uncontrolled power of disposition over her property during the coverture, apply, if possible, with greater weight to deprive her of the power of contracting, of suing and being sued. No legislation can prevent the husband from being practically liable for the results of his wife's contracts, if she be permitted to contract. If she cannot fulfil her engagements, in the vast majority of instances, the husband, if able, will have no option but to fulfil them himself, or satisfy the damages arising from their non-fulfilment.

The advocates of the Bill, as it stands, say that by the machinery of settlements a wife in the upper classes of society has even now, under the limitations to her separate use, the privileges of a *feme sole*. This is not a fair way of stating the case. Wives are protected, and protected effectually, by means of settlements; but it would be a very extraordinary marriage settlement which should limit the property of a lady where there was any possibility of her having issue, so that she might have as against the issue an uncontrolled power of disposition. No doubt such settlements have been made and will be made again; but they are altogether exceptional, and to base a general legislative enactment upon them would be ridiculous. It appears from the report of the special commission that in Massachusetts the wife has no power without the consent of the husband to dispose by gift *inter vivos* of real estate or shares in corporations, although it seems she may do so by will. Whether a married woman should be permitted to dispose of her property by will, and thus, if she thinks fit, to defeat her husband and children, may be a question; for our own part, we do not believe it to be expedient that as a rule she should have such a power, though there may be no objection to giving her a testamentary power, of exclusive appointment among her husband and issue. The inexpediency of going beyond the Massachusetts law in regard to her power of disposition *inter vivos* appears to us free from doubt. It should be remembered that the usages and feelings of Massachusetts much more nearly approximate to those of English society than do those of New York and the other more intensely democratic communities of the Far West, to the law in which, with regard to husband and wife, it is proposed that our own should be made to assimilate. As to the devolution of the wife's personality on her death intestate, we see no ground for altering the present law. An abstract notion of symmetry and equality is obviously insufficient. The point, however, is one of quite minor importance.

As to the wife's debts contracted before marriage, it is clear that if marriage is to any extent to operate as a disability, the husband, and not the creditor, ought to suffer. Where the husband satisfies such debts, there should be no dif-

faculty in giving him a charge on the wife's property in order to recoup himself the amount.

THE NEW LAWS OF THE SESSION.

VII.—STIPENDIARY MAGISTRATES.

(32 & 33 Vict. c. 34.)

This is an Act to amend the law as to the appointment of deputies to stipendiary magistrates. It repeals the 30th section of 21 & 22 Vict. c. 13, and in lieu thereof enacts that any stipendiary or police magistrate may, with approval of the Home Secretary, appoint a barrister of at least seven years' standing to act for him for a time not exceeding six weeks in any consecutive period of twelve calendar months, and in case of sickness or unavoidable absence for not exceeding three months at one time.

VIII.—SPECIAL BAILS.

(32 & 33 Vict. c. 38.)

After reciting that it is expedient to increase the number of persons authorised to take special bails in civil proceedings, depending in the Superior Courts of Law and in proceedings in error and on appeal, it enacts that all persons authorised to take affidavits in the common law courts may also take special bails. The word "bail" in all the Acts relating to it shall be held to include bail in error and bail on any appeal. The commissioners may receive the same fees as are payable under the Act of William and Mary for the same services or such other as the Treasury, with the approval of three Judges, may order. The rules and practice of the courts relating to bail are to apply to this Act.

But it is expressly provided by sect. 5 that no attorney or solicitor shall exercise the powers of the Act in any proceeding in which he is the attorney or solicitor of any of the parties to that proceeding, or in which he is interested.

IX.—SUNDAY AND RAGGED SCHOOLS.

(32 & 33 Vict. c. 40.)

This Act exempts Sunday and ragged schools from liability to be rated. A Sunday school is by sect. 2 defined to be "any school used for giving religious education gratuitously to children and young persons on Sunday, and on week days for the holding of classes and meetings in furtherance of the same object, and without pecuniary profit being derived therefrom."

A "ragged school" is defined as "any school used for the gratuitous education of children and young persons of the poorest classes, and for the holding of classes and meetings in furtherance of the same object, and without any pecuniary benefit being derived therefrom, except to the teacher or teachers employed." It is to be cited as the "Sunday and Ragged Schools Exemption from Rating Act 1869."

X.—POOR-RATE ASSESSORS AND COLLECTORS.

(32 & 33 Vict. c. 41.)

This is the Act that practically reinstates the compound householder.

Sect. 1 enacts that occupiers of tenements let for a term not exceeding three months may deduct the poor-rate assessed on them from the rent due, or accruing due.

No such occupier is to be compelled to pay to the overseers at one time, or within four weeks, more than a quarter's rate. This was to meet the case of weekly or monthly tenants, who might be called upon for a year's rate during the short term of their occupation.

Sect. 3 restores the convenient practice of compounding. It enacts that for tenements the rateable value of which does not exceed 20*l.* in the metropolis, 13*l.* in Liverpool, 10*l.* in Manchester or Birmingham, or 8*l.* elsewhere, the owner may compound in writing with the overseers to pay the rate for not less than one year from the date of the agreement, whether the tenement is occupied or not, and to be allowed a commission not exceeding 25 per cent. on the amount of such rates.

Vestries may order that such owners shall be rated to the poor-rate in respect of such tenements instead of the occupiers, and thereupon the overseers are—

First. To rate such owners instead of such occupiers, and allow a deduction of 15 per cent. from the rate.

Secondly. If the owner give notice in writing that he is willing to be rated for any term not less than one year in respect of such tenements, whether occupied or not, he shall be rated accordingly, and allowed a further deduction not exceeding 15 per cent.

Thirdly. The vestry may rescind such resolution after six months.

It is provided that this clause is not to extend to any hereditament of which a dwelling-house does not form a part.

Owners not paying the rate before the 5th June are to forfeit their commission: (s. 5.)

The statute 13 & 14 Vict. c. 99 (Small Tenements Act) is repealed.

Any payment of rate by the owner is to be deemed a payment of the full rate by the occupier for the purpose of the franchise: (s. 7.)

Where owners ought to pay the rates, the occupiers paying them may deduct the amount from the rent: (s. 8.)

Owners agreeing to pay the rates are to give to the overseers from time to time, when required, a written list of the names of the actual occupiers under a penalty for refusal, neglect, or wilful omission or misstatement, of 2*l.*: (s. 9.)

Sect. 28 of the Representation of the People Act 1867, with respect to notice to be given of rates in arrear, shall apply to occupiers of such tenements, although the owners shall have become liable to pay the rates.

Such rates may be recovered from the owner in the same manner as from the occupier.

But the goods of the occupier are to be liable to be distrained for rates becoming due during the time of his occupation if they remain unpaid by the owner, subject to these provisions:

1. That the rate has been demanded by the overseers from the occupier, and he has failed to pay within fourteen days.

2. That no greater sum shall be levied than is actually due from the occupier for rent.

3. That the occupier may deduct the amount of rate so levied and costs paid from the rent due or accruing due to the owner.

An owner may appeal against the rate.

The title of a poor rate for the future is to set forth the period for which it is made: (s. 14.)

Where a rate is made for more than three months, the overseers may declare that it shall be paid by instalments, and thereupon each instalment only shall be enforceable when it falls due: (s. 15.)

If an occupier assessed to a rate shall cease to occupy before the rate has been wholly discharged, or if a tenement, unoccupied when the rate is made, becomes occupied during the currency of the rate, the overseers are to enter in the rate book the name of the person succeeding or coming into occupation, so far as the same shall be known to them, and such occupier is thenceforth to be deemed to have been actually rated from the date so entered, and shall be liable to pay his proportionate parts of the rate for the time of his actual occupation, with the like remedy by way of appeal, &c., as if rated when the rate was made. An outgoing occupier is in like manner to be liable only for his proportionate part of the current rate: (s. 16.)

A poor-rate is to be deemed to be made on the day when it is allowed by the justices: (s. 17.)

The production of the rate book so allowed shall, if the rate is made in the form prescribed by law, be *prima facie* evidence of the due making and publication of the rate: (s. 18.)

In making out the rate the overseers are to insert the names of all occupiers of rated property, and for negligently, or wilfully, or without reasonable cause, omitting the name of any occupier, they are to be subject to a penalty not exceeding 2*l.*; but no such omission is to invalidate the occupiers' claim to vote: (s. 19.)

This important Act comes into operation on the 29th Sept. next.

It is to be cited as "The Poor Rate Assessment and Collection Act 1869."

DIGEST OF SHIPPING LAW CASES

FROM 1860 TO 1864.

Edited by F. O. CRUMP, Esq., Barrister-at-Law.

(Continued from page 259.)

ADMIRALTY COURT ACT 1861.

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2. *Damage to cargo—Set-off against freight—Interrogatories—Sects. 7 & 17 of Act.*—Interrogatories were allowed to be put to the plaintiff under sect. 17 of the Act. The Admiralty Court in this country has not authority to take general cognisance of claims of set-off. Cases as to seamen's wages stand on a peculiar foundation. It was alleged that a sum had been deducted by merchant off freight for damage and leakage, but this was not allowed to be pleaded as a set-off: (*The Araminta*; *The Don Francisco*, A. C., Dec. 3, 1861; 1 Mar. Law Cas. 169; 5 L. T. Rep. N. S. 460; 31 L. J. 14.)

3. *Pilot's liability for damage—7th & 37th sections of Act—Merchant Shipping Act, s. 373.*—An application under the 7th section of the Act made to the court, to call upon a pilot to make good damage to the extent of 150*l.* was refused, the pilot's liability being limited to 100*l.* by the 373rd section of the Merchant Shipping Act: (*The Urania*, A. C., Dec. 3, 1861; 1 Mar. Law Cas. 156.)

4. *Retrospective operation of the Act—Security in cross-action.*—Subject to future decisions the Act is retrospective. Security to answer judgment in cross-action in *personam*, instituted by shipowner in this country, was decreed where the plaintiff in the first action had obtained bail to answer judgment in his case: (*The Cameo*, A. C., Feb. 11, 1862; 1 Mar. Law Cas. 191.)

5. *Arrest of ship for damage to goods—Jurisdiction—Construction of sect. 6—Retrospective operation of the Act.*—Before this Act came into operation a shipowner contracted to carry goods from New Orleans to Liverpool. The vessel in which they were shipped caught fire; the goods not damaged were transhipped and delivered in Liverpool after the Act came into operation. The court held that the 6th section of the Act would have been retrospective in any case, but that here the breach of contract occurred after the Act came into operation by the non-delivery of the goods at Liverpool. "The ship" in the section means the ship which lastly carries the goods into the United Kingdom; and a ship is not liable for arrest for damage to goods by negligence arising before transshipment into another vessel: (*The Ironsides*, A. C., Feb. 26 and March 4, 1862; 1 Mar. Law Cas. 200; 6 L. T. Rep. N. S. 59; 31 L. J. 129.)

6. *Improper stowage—Damage to goods—Shipowner's liability—Construction of sect. 6 of the Act.*—The object of this section was to enable British merchants, suffering a short delivery of goods brought to this country in a foreign ship, or their delivery in a damaged state, to have recourse to the arrest of the ship where, from the absence of the defendant in foreign parts, the common law tribunals could not afford effectual redress. A shipowner is responsible for damage to goods through bad stowage, unless the charter-party demises the ship so as to divest the owner of possession, and render the charterer owner of the ship *pro hac vice*. A shipper of goods is justified in supposing that the master is the agent of the shipowner alone, where the charter-party does not amount to such a demise of ship. Question as to rights of action by assignees and jurisdiction over their claims. Practice of court to refer amount of damage to registrar and merchants. Case of *Schuster v. McKellar*, 7 E. & B. 704, distinguished: (*The St. Cloud*, A. C., July 26, Nov. 28, Jan. 13, 1863; 1 Mar. Law Cas. 309; 8 L. T. Rep. N. S. 55.)

7. *Necessaries—Sect. 5—Rights of claimants.*—Claimants in the Admiralty Court in respect of necessities have the same rights of suit as those possessed of maritime lien. The right to sue for necessities supplied to foreign ships under 3 & 4 Vict. c. 65, s. 6, is not affected by the Admiralty Court Act, s. 5, nor by the subsequent sale of the ship to a British purchaser. *Semble*, the words "owner or part owner domiciled in England or Wales," in this section (5), refer to ships not foreign owned at the time when the necessities were furnished: (*The Ella A. Clark*, otherwise *The Golden Age*, A. C. Feb. 17 and 24, 1863; 1 Mar. Law Cas. 325; 8 L. T. Rep. N. S. 119.)

8. *Non-delivery of part of cargo—Jurisdiction—Sect. 6.*—The Admiralty Court has jurisdiction

under sect. 6 of the Act in a claim for non-delivery of part of cargo shipped on board a vessel, the owner of which is not domiciled in this country, if that vessel reaches an English port and the goods have not been transhipped: (*The Danzig*, A. C. July 14, 1863; 1 Mar. Law Cas. 392; 32 L. J. 164, Adm.; 9 L. T. Rep. N. S. 236.)

AFFREIGHTMENT.

1. *Contract to ship—Non-shipment—Construction.*—An agent of the defendants' undertook, by letter, to ship by the *Warrior Queen*, guaranteeing that she sails not later than the "first week in July or forfeit 2s. 6d. per ton, 300 or 400 packages" of goods. It was held that this meant to forfeit 2s. 6d. not only if the vessel did not sail within the time specified, but also if the stipulated number of packages were not shipped, or at all events that the clause referred to the non-shipment of packages. The clause considered exceedingly ambiguous, and *semble*, such a contract might be void for uncertainty: (*Heugh v. Escombe*, C. E. Jan. 16 and 17, 1861; 1 Mar. Law Cas. 79.)

(See also *Charter-party, Breach of*.)

2. *Repudiation of agreement—Breach of contract in not receiving goods on board a ship.*—A contract was entered into by an agent to carry certain goods. Before the time for performing the contract arrived, the principal renounced the agreement, but subsequently, and before the day named in the contract, offered to perform it, which the other party declined; and it was held that the latter, not being in fault, might at his option treat the renunciation as a breach of contract. The law is well established that, where a contract has been entered into for acts to be performed on a given day, and where the party who is bound by that contract declares that it is as between him and the other contracting party broken, and that he insists upon it that there is a breach of that contract, the other party has the option to accept that as a breach, and to take that contract to be broken: (*The Danube and Black Sea Railway and Kustendjie Harbour Company v. Xenos*, C. B. Nov. 21, 1861; 1 Mar. Law Cas. 172.)

AGENCY COMMISSION.

Charges, fairness of—Custom.—The decision of the registrar and merchants as to reasonableness of agency commission on value of ship and cargo does not altogether depend upon the custom of the place where a bottomry bond was given, but the custom of such a charge being made is to be considered in ascertaining if the charge is fair. The court is not bound by the custom of any place: (*The Laurel*, A. C. Nov. 3 and 10, 1863; 1 Mar. Law Cas. 405.)

ALLOTMENT OF SALVAGE.

1. *Procedure—No question for a jury.*—The allotment of salvage among the crew of a ship rendering assistance cannot be submitted to a jury, but is essentially a matter of admiralty jurisdiction. The course for a seaman to adopt in such a case is pointed out by the Merchant Shipping Act, namely, to proceed before magistrates (s. 460): (*Atkinson v. Woodall*, C. of Ex. May 3, 1862; 1 Mar. Law Cas. 224.)

2. *Stipulations—When valid—Burden of proof.*—It was the ancient law of the Admiralty Court that anyone dissatisfied with the allotment or distribution of salvage might apply to the court to apportion it. An agreement by a seaman to give up his share of salvage was always considered void, and so declared by 182nd section of the Merchant Shipping Act of 1854. But by the 18th section of the Act of 1862, agreements were made valid which provide for remuneration for salvage services. The burden lies on shipowners setting up such an agreement under the last-mentioned statute to prove the agreement, and that the seamen were aware of the stipulation they entered into: (*The Pride of Canada*, A. C., Nov. 10, 1863; 1 Mar. Law Cas. 406.)

ANCHOR (SHIPS AT).

1. *Collision—Practice of Admiralty Court—Burden of proof.*—A ship, through neglect of pilot on board, having been in collision and drifting up river came into collision with a ship at anchor. It was held that the burden lay on the former ship to prove that the pilot was compulsorily taken on board, and was solely to blame: (*Bennett v. Moita*, 5 Moo. P. C. C. 4, not followed: (*The Annapolis*, A. C., Nov. 15, 1861; 1 Mar. Law Cas. 155.)

2. *Collision—Damage done to another ship in consequence of chain cable parting.*—A steamer, at single anchor, was held liable for damage done to ship by breaking of chain cable, because if she had taken earlier measures for mooring properly the accident would not have been inevitable: (*The Egyptian*, J. C. P. C., April 13, 1863; 1 Mar. Law Cas. 358; 8 L. T. Rep. N. S. 776; 9 Jur. N. S. 1159 P. C.; 4 Law Dig. N. S. 786, 1133.)

APPEAL.

1. *Notice of appeal—Mersey Docks Consolidation Act 1858—Damage to ship.*—If a party intends to appeal under sect. 335 of this Act against a conviction by justices under sect. 95, for injury in-

flicted by him on any vessel, it is sufficient if he serve his notice of appeal on one of the several part owners of the injured vessel, and within three days after giving the notice enter into a recognisance to try the appeal: (*Reg. v. The Recorder of Liverpool*, 31 L. J. 122, Q. B.; 4 Law Dig. 307.)

2. *Colonial court—Procedure.*—The Privy Council is not disposed to interfere with the judgment of a colonial court on a question regarding its forms and practice. But upon a substantial question whether a form of words in a policy amounted to a warranty, the decision of the Colonial Court of Queen's Bench was reversed. The words "now lying in the T. dock, and intended to navigate the St. Lawrence as a freight boat, and to be laid up for the winter," were held not to import a warranty that the steamer should navigate as described, and, being burnt without leaving the dock, the insurers were held liable: (*Grant v. Aitna Insurance Company*, J. C. P. C., July 5, 1862; 1 Mar. Law Cas. 232 (appeal from judgment of Court of Queen's Bench, Lower Canada); 6 L. T. Rep. N. S. 735; 8 Jur. N. S. 705.)

3. *Time—Limitation a rule of practice.*—The limitation of time for entering appeals from the Admiralty Court is a mere rule of practice, which rule bends to circumstances. The limit so prescribed is fifteen days, but where cross-actions were brought, and one party was not informed until after the fifteen days that the other party had appealed, the Privy Council gave leave to lodge a cross appeal: (*The Florence Nightingale*, J. C. P. C. July 16, 1862, 1 Mar. Law Cas. 237.)

APPRAISEMENT.

1. *Salvage—Order of court.*—An appraisal made by order of court is binding on both parties: (*The R. M. Mills*, A. C. July 23, 1860, 1 Mar. Law Cas. 5.)

2. *Salvage—Costs.*—Where salvors extracted a commission of appraisal, and the ship was appraised at less, and the cargo at more than what had been stated by the defendants, the salvors were held entitled to all the costs of appraisal: (*The Magdalen*, A. C. July 18, 1861, 1 Mar. Law Cas. 183; 15 L. T. Rep. N. S. 692.)

ARBITRATION.

1. *Rule of association—Condition precedent.*—Where the members of a marine insurance association submit to a rule that all disputes shall be decided by arbitrators before any action at law is brought, such rule forms a condition precedent: (*Scott v. Avery*, 5 H. of L. Cas. 811). This case distinguished from *Horton v. Sayers*: (4 H. & N. 643): (*Tredwin v. Holman and another*, C. E. May 2 and 6, 1862, 1 Mar. Law Cas. 245.)

2. *Co-partners—Agreement to refer—Retirement of one.*—Continuing partners in a concern may agree to waive their own opinion on a disputed point of law without thereby releasing the co-contractors to the original contract from all engagements. And where there were three partners who agreed that all disputes should be referred to an arbitrator, and one refused to join in the reference, it was held that his refusal to join did not render the whole void: (*Oakford v. European and American Steam Shipping Company (Limited)*, V. C. W. May 2, 1863; 1 Mar. Law Cas. 370.)

3. *Ambiguity—Charter-party.*—On account of the ambiguous language of mercantile documents, arbitration was recommended by Chief Justice Cockburn. This case had reference to a charter-party clause, which ran thus, "if other goods be shipped freight to be in the same proportion as if those goods were tea": (*Adamson v. Duncan*, Q. B. 1865; Mich. Mar. Reg. 17 June 1865.)

ARREST.

1. *Ship's husband—Collision suit—Bail—Release of ship—Authority.*—The ship's husband has authority to do whatever is necessary to enable the ship to prosecute her voyage and earn freight; and where in order to release his ship a ship's husband, who was also managing owner, induced a person to become bail in the Admiralty Court, it was held that he was acting within his authority, and that his co-owner was liable to the bail: (*Barker v. Heighley*, C. B. April 18, May 28, and July 6, 1863; 1 Mar. Law Cas. 383.)

(See *Cargo*, 3.)

A PUBLIC PROSECUTOR.

THE newspapers have long been calling for the establishment of a Public Prosecutor; but Governments, whether Liberal, Conservative, or Radical, have equally turned to them a deaf ear. As there can be no selfish motive for this reluctance to concede a popular demand, it may be fairly presumed that there is something to be said on the other side; and that objections to the desired change are more numerous and forcible than is apparent to outsiders. The difficulties, we believe, are rather practical than theoretical. The office of Public Prosecutor would be at once very onerous, very anxious,

and very unpopular. The press, which takes upon itself to judge, without hearing the case, the decisions of the Judges who do hear, would be still more eager to criticise the conduct of the officer who is to determine whether a prosecution should or should not be instituted. He would be certainly the most abused man in the kingdom; for, where opinions differ, as they must on such a question, he would be soundly rated on one side if he resolved to prosecute, and on the other if he declined to do so. The *Pall-Mall Gazette* has suggested a novel, and, as it seems to us, an excellent, plan for avoiding the difficulties that have hitherto prevented the appointment of such an officer, by limiting his duties to certain classes of crime. But the article is so sensible and so well deserves further consideration that we cite it entire:

As we believe that the subject of public prosecutors is likely to be soon brought before the House of Commons, and as the matter is not at present complicated by the special circumstances of any particular case, it may be as well to consider a few of the general principles which are applicable to the subject. The change required is so important in itself, so obvious, and so easily made, that it is a great pity that the matter should not be more generally understood than it is.

Let us, in the first place, trace the progress of an ordinary prosecution from its commencement to the final payment of costs, which may be said to conclude the whole operation. Let us suppose that a robbery is committed. The first step, as a rule, would be the giving information. The person robbed would go to the nearest police-office, and there in his own words tell the officer in charge of the station the particulars of the occurrence. He would order inquiries to be made, and if grounds appeared for suspecting any person he would be apprehended, either with or without warrant, and taken by the police before a magistrate. Up to this point no alteration is required, but with the proceedings before the magistrate the difficulties begin. If the police think fit, as they sometimes do, especially, we believe, in counties, to take up the case, as they call it, from the first, matters go smoothly. They—we cannot say specifically with whom the discretion rests, but in cases of importance, such, for instance, as a murder, it is often the chief constable who acts—instruct an attorney. He prepares the case for trial exactly as he would if it were a civil action; that is to say, he attends the magistrates and procures the committal of the prisoner. He sees the witnesses and takes their proofs. He takes counsel's opinion upon evidence if he thinks it necessary. He draws the brief, delivers it to counsel of his own selection, instructs the clerk of indictments to draw the indictment, attends consultations, sends the bill and the witnesses before the grand jury, is present at the trial, and after the verdict hands in his bill to the clerk of assize or his officer, who takes it, signs it, and returns it to the attorney as his voucher for the payment of his expenses by the county treasurer, who afterwards recovers a large proportion of the amount from the Treasury, by whom the bill is taxed a second time, with very considerable, and perhaps in some cases excessive and unnecessary, rigidity. If this course is taken there is, in our opinion, nothing at all to complain of in the system, except only that the scale of costs allowed in respect of all criminal proceedings is so small that respectable attorneys, generally speaking, look upon criminal business not only as being in itself disagreeable, which, of course, it always must be, but as involving distinct loss in a money point of view. Suppose, however, that this matter, which is in no way connected with the presence or absence of a public prosecutor, were set to rights, the difficulties at present felt would still exist in their full force in cases not taken up by the police. In such cases the prosecutor is left to appoint his own attorney, and of course he has to pay such costs as the public allowance does not provide for. Moreover, in many cases of high public importance which do not fall within the common routine of criminal proceedings, no costs at all are paid by the public, and the prosecutor is thus left to pay the whole for himself. In important cases the extra costs are frequently very large, and at the same time are practically indispensable. The result is that if the prosecutor does pay them he is subjected to a very heavy expense for a public object, whilst if he does not choose to incur them the prisoner is very likely to escape punishment. The case of prosecution in which no costs are allowed is in some instances still harder, inasmuch as in those cases a private person is saddled with the whole expense of discharging an important public service, so that the public, in fact, relies upon the not very satisfactory motive of private vengeance, and on the very insufficient motive of public spirit, for the punishment of all offences which do not fall within the narrow definition of a very limited routine.

To sum up, the deficiencies of the existing system may be shortly stated as follows:

First, in all cases the scale of costs allowed by the public in criminal cases is too low. The result is that respectable attorneys dislike criminal business, and have no motive when they do undertake it to do it properly. They often omit steps, such as taking counsel's opinion on evidence, having consultations, &c., which are really necessary or desirable, for fear of not getting their costs allowed on taxation. This, however, is a minor point, and there is danger of exaggerating its importance.

The second evil is that in routine cases, which for any reason the police do not take up, the private prosecutor is liable to be saddled with costs if he prosecutes efficiently, and the public is exposed to the risk that crimes may go unpunished if he does not.

The remedy for these evils is as simple and straightforward as possible. It is merely to make it part of the duty of the committing magistrate, unless he sees reason to the contrary, to nominate an attorney to conduct the prosecution, unless the prosecutor prefers to do so himself, and to pay such a scale of costs as shall make respectable attorneys willing to undertake criminal business. This simple alteration, which would not increase the expense of criminal proceedings except to the extent to which it clearly ought to be increased, that is to say, to the point necessary to secure reasonable efficiency, would be all that is required to provide a perfectly satisfactory system for the prosecution of common routine offences.

With regard to crimes in which costs are not at present allowed an important distinction must be observed. It would be altogether monstrous to institute an office which would enable every person to set the criminal law in motion at his own discretion and at the public expense. Those who doubt this can hardly be aware of the nature of the engine which would thus be placed under the control of every vindictive or wrong-headed man in the country. Look at the law of conspiracy as illustrated by the case of conspiracies in restraint of trade; look at the law of libel, and especially that branch of it which would expose many writers whose *bona fides* is undeniable to prosecutions for blasphemous or seditious libel; look at indictments for assault, nuisance, and other matters, which are essentially civil actions though criminal in form; look at prosecutions representing strong personal or party feeling, like the prosecution of Governor Eyre for murder, or that of Mr. Zulietta for slave-trading. All these cases, and many more which might be added, are so many proofs of the truth that if private individuals are to be allowed to prosecute on their discretion for every sort of crime which is, or is believed by them to be, committed—a right which we regard as one of the very highest value, and as one of the minor causes of our English respect for the law—it is desirable that they should not be allowed to draw upon the public purse for the gratification of their wishes except under very effective restrictions. It would, however, be quite as easy to refer to cases which show with equal clearness the importance of enabling private persons to prosecute at the public expense in many cases in which they now have to do it, if at all, at their own. The great commercial frauds and scandals of various kinds which have been so rife of late, and many of which, though brought to light by proceedings in courts of law and equity, have escaped all investigation even, will readily occur to everyone. In some instances no prosecutions have been instituted, although the facts were patent and notorious, and although attention was pointedly called by the public press to the fact that crimes had been committed, because private interests were rather opposed than favourable to a prosecution. In other instances prosecutions have been instituted under the influence of private feelings which, though natural and even laudable in their way, and useful in their results, were not exactly those under which one would wish to see criminal prosecutions conducted, or which would guarantee their fair and temperate management. Everyone must have felt that in these cases it would have been a great gain if the question whether a prosecution should be conducted at the public expense had been fairly considered by a disinterested representative of the public.

It is sometimes supposed that questions of great delicacy and difficulty might arise as to the appointment and the duties of such an officer. In fact, nothing could be simpler or more easy. As we have frequently pointed out, he would have to do nothing whatever except what on a more limited scale is done already in certain cases by the Solicitor to the Treasury. No change in the law would be required; no great expense would be necessary. An Act of Parliament in two or three sections, and somewhat to the following effect, would be all that would be necessary:—

Whereas, crimes often escape punishment for want of due prosecution, and whereas it is expedient that in certain cases greater facilities than at present exist should be provided for the prosecution of crimes, be it enacted as follows:

1. The Lord Chancellor shall appoint an officer who shall be called the Public Prosecutor, and who shall be a barrister or an attorney-at-law of ten years' standing, and shall receive a salary of £ per annum.

2. It shall be the duty of the Public Prosecutor to receive and to consider applications made to him for the prosecution of offences at the public expense exclusively.

3. When the public prosecutor shall think it desirable to institute and carry on any such prosecution it shall be lawful for him in his discretion to take all such steps for that purpose as may at present be taken by an attorney retained to prosecute any person on any criminal charge, and in particular to employ local agents to act for him, and all costs and expenses incurred by him for any such purposes shall be paid by the Commissioners of the Treasury.

4. When any judge of any of the Superior Courts of law or equity, or any judge having jurisdiction in bankruptcy, shall by reason of matter brought before him in the course of any judicial proceeding see reason to believe that any crime has been committed, he shall report the facts of the case to the Public Prosecutor and the Public Prosecutor shall thereupon take such proceedings as he shall think proper.

Other sections for providing a proper office for enabling the Lord Chancellor to ask for returns, reasons, &c., and to dismiss in case of misconduct, would be desirable; but this would be the substance of the measure. If it were adopted it would simply fill up a recognised gap in our judicial system at a very moderate expense and without involving the smallest change in our general system of criminal procedure. The public prosecutor would employ counsel, take their advice upon evidence, consult with them, instruct them to draw indictments, get up the evidence, employ country agents, and, in a word, do the ordinary business of a prosecuting attorney in cases which he regarded as being important enough to demand his interference. The right of the public to prosecute would remain as it is, and if any one considered himself aggrieved by the refusal of the Public Prosecutor to take up his case he would still have it in his power to act for himself as he might think fit. This would avoid, amongst other things, all the difficulties which have been felt, as often as the subject has been mooted, in adapting to our own use parts of the institutions of other countries, by which the whole administration of criminal justice is conceived in a spirit totally different from the one which distinguishes our country.

REFORM OF THE LAW OF REAL PROPERTY.

A PAPER has been read by Sir GEORGE BOWYER, Bart., D.C.L., before the Juridical Society, on this subject, from which we extract the following. He says:

Two questions have often been put by and to law reformers.

The first is: Why an estate in fee simple cannot be sold and transferred as easily and simply as a bale of goods?

The second is: Why has not a complete registration of title to real property been established in England as it has been in almost every other country?

On the answer to the first of these questions depends to a considerable extent the solution of the great problem of the amalgamation of law and equity. And it is important to observe, that the separation between law and equity is one of the principal difficulties in the way of a digest or a code of the laws relating to real property.

I believe it can be shown that one thing is the root of the whole of this subject. I mean that peculiarity in the law of England wherein it differs from the law of all other European states, both ancient and modern—the permanent or indefinitely protracted separation of the legal from the equitable estate in land. Let us examine the subject historically and critically, with a view to form an accurate notion of the legal nature and effects of this remarkable institution of our municipal law.

This the learned baronet proceeds to do at length, and continues:

The analysis stated above, of the principles of the civil law, gives us a clue to extricate ourselves from the difficulty, and to remedy an evil which the increasing charges on land are making more and more intolerable, to the great injury of the wealth of the nation.

The civil law allows no distinction between the legal estate and the equitable estate, and it allows immovable and movable property to be dealt with freely by contract alike. It only admits the distinction between movables and immovables. It allows every sort of property to be dealt with in the most direct and simple way, according to the interests and the wants of mankind.

The question arises how we can attain this much-desired simplicity of the law of real pro-

perty. This can only be done by abolishing all artificial laws belonging to, or arising from, the feudal system, and by considering all property as the same, except so far as its physical nature causes a diversity in the rules of law which apply to it, or special positive laws regulate certain particular kinds of property for economical and political purposes.

The first point is, that all dealings with immovable property should be direct and simple, and as little technical as possible.

The legal estate should be entirely assimilated to the equitable estate. Whatever modification of the dominion or right may be made by means of uses and trusts creating equitable estates, should be made directly and simply, without resorting to uses and trusts, but by conveyance or contract, without the intervention of trustees. By this means the legal estate can be moulded and made to fulfil every purpose; and conveyances to trustees will be resorted to only where they are necessary to take charge of the property for the purposes intended, such, for instance, as trusts for charitable purposes, or for accumulation, &c.

By this amendment of the law, powers would be created without any equitable estate. And at law, as well as in equity, a deferred or future interest could be created in the first instance, so as to limit a remainder, after a fee simple determinable on the happening of a given event; and the artificial and circuitous practice of creating, springing, or shifting uses, would be superseded by simple grant of the ownership of the estate, or by contracts, expressing plainly and in simple language the disposition intended to be made according to the intentions of the parties. The object in view is that, whatever can now be done by means of uses and trusts, may be done, as in the civil law, by contract unilateral or otherwise, without resorting to any indirect circuitous artificial method. On the same principle, limitations to trustees to bar dower should be abolished, and a simple clause inserted in deeds, declaring that no dower shall be claimed, and such a declaration, clearly expressing the intention, should be sufficient to bar dower.

In all cases in which trustees are necessary for the administration and management of land, the law should invest them with all the powers necessary for the fulfilment of their trust; but no estate nor interest in the property should be vested in them. This part of the subject is easily explained by reference to the civil law. The leading principle is to be found in the Institutes, lib. ii. tit. 1, s. 7. Justinian there (in accordance with the ancient jurists) holds things consecrated, religious, or sacred to be *res nullius*. They are appropriated to a purpose, but they are not the property of any one. On the same principle, trust property, strictly so called, is appropriated to a purpose. And to hold that the trustee has any estate or interest in it is a mere fiction. This doctrine is further illustrated by the title of the Institutes *Quibus alienare licet vel non licet*, which shows that property may be in some cases alienated by one who has no vested interest of proprietorship, or, as we should say, no estate in it, because the law itself gives him the power of doing so. Thus the hypothecarius can alienate the hypothecated property of his debtor, though it is by contract merely a security for the debt. So if the trust requires the trustee to alienate, the trust property is not his property. He has only a legal power over it. As for trustees for charities, they ought to be deemed simply public officers, administering property for the objects of the charity. The trustees have simply certain duties to perform. The law should give to them the necessary powers. But they should have no rights of dominion, either legal or equitable. In common sense, and according to the accurate principles of jurisprudence, they should have simply a power and authority conferred by the law. The law of England (Co. Litt. 12, 13, b.) allows the freehold to be in abeyance only on the death of a person. But the whole doctrine about freehold is obsolete and useless. There is no difference between the freehold in land and the freehold in consols. Both are simply property, to be used for the purposes of society and of life under the regulation of the law.

The amendments of the law above indicated would greatly simplify the law of real property. The amendment would be entirely prospective, so as not to interfere with any existing deeds and arrangements.

Its effect would be to render unnecessary conveyances to trustees executed for the purpose of dealing with real property in a way which the law does not allow to freehold to be dealt with. Thus the freehold would be assimilated to the equitable estate, and rendered equally plastic and capable of being adapted to all the purposes of private property.

At a second reading Sir George further considered the subject. He says:

The conclusion arrived at in the former paper

was—that whatever practical uses and advantages belong to the equitable estate ought to be extended to the legal estate, that is to say, that the legal estate should be rendered by law capable of being dealt with in the same way as the equitable estate, and moulded for the same purposes.

If this were effected by legislation, uses and trusts would become unnecessary in this country, as they are in other civilised countries of Europe.

But this is not sufficient. For no reform of the law of real property can be effectual unless it thoroughly carries into operation the principles of the Statute of Uses, which, as we have seen, are analogous to those of the civil law, by putting an end for the future to the distinction between the legal and the equitable estate in law.

This can only be done by preventing for the future limitations to trustees for terms of years in conveyances. We have an example of this in stat. 7 & 8 Vict. c. 76, sect. 8, repealed and re-enacted (in substance) by 8 & 9 Vict. c. 106, which provides that no estate in law shall be created by way of contingent remainder, but every estate which before the passing of the Act would have taken effect as a contingent remainder shall take effect, if in a will or codicil, as an executory devise, and if in a deed, as an executory estate of the same nature and having the same properties as an executory devise. To conveyances by will the law (as Burton expresses it, Real Prop. sect. 280,) has indulged the creation of future and contingent estates under the name of executory devises, according to a system analogous in other respects to springing and shifting uses, but with this difference, that the gift by will is allowed to be direct, and independent of the interposition of a third person, which the Statute of Uses requires. And thus the question of *scintilla juris* may be avoided.

The statute thus rendered unnecessary and abolished the conveyance to trustees to preserve contingent remainders. It also affords an example of that which I contended for in the former paper, namely, rendering the legal estate capable of being dealt with, and moulded to the same purposes as the equitable estate. The abolition of the limitation to trustees to preserve contingent remainders, and the well-known provision in the Act preventing the destruction of contingent remainders existing when the Act came into force, effected a great improvement and simplification of the law, rendering obsolete much of the abstruse law contained in Fearn's celebrated treatise.

The statute also illustrates the proposition that the interposition of trustees in conveyance is useless. It is indeed strange that lawyers did not see that if trustees to preserve were unnecessary in wills and codicils, they were unnecessary in deeds also. The distinction was founded on no principle either of jurisprudence or of common sense.

The stats. 7 & 8 Vict. c. 76, and 8 & 9 Vict. c. 106, are in truth a very valuable step in law reform; and they sanction the very principles on which I base my propositions for the reform of the law of real property. They show that the legal estate may be made equally plastic and practically adaptable to every purpose as the equitable estate, and that limitations to trustees are useless. These are, indeed, most important propositions, for they involve the whole subject of the reform of the law of real property, either directly or consequentially.

For if the legal estate may be dealt with in the same way and for the same purposes as the equitable estate, there is no reason for the legal separation of the legal estate from the equitable estate. And if the interposition of trustees is not necessary, it follows that limitations to trustees, and the interposition of trustees in conveyances, are unnecessary. And if they be unnecessary, they must be prejudicial, because they complicate the law, and give rise to technical difficulties; and they therefore cause loss of time, and also much expense in dealing with landed property.

The most essential reform of the law of real property is to assimilate it to that which governs personality.

One evil of the legal distinction which makes estates in land less than freehold personality, is that they devolve on the executor or administrator, while the freehold passes to the heir. Thus we have two entirely different and separate laws of descent or inheritance affecting property of the same nature, that is to say, immovable property; so that even an estate from *auter vie* will go, on intestacy, to the heir, while an estate for a million of years, or until the day of judgment, will go to the executor or administrator.

This is contrary to the plainest common sense. It is obvious that all immovable property ought to be subject to the same law of descent or devolution in case of intestacy. If the law of primogeniture be good, it should extend to all immovable property, and if it be bad, it ought to be abolished altogether; and in either case all

immovable property ought to descend, in case of intestacy, according to one homogeneous law.

Having considered the question of the creation of equitable estates and limitation to trustees in settlements, the author considers how the machinery of terms may be dispensed with. He says:

The solution of the difficulty depends entirely on the principle already laid down—that of dealing with property by contract, directly and without the intervention of trustees.

The proposed reform would make a very important change in the law of real property. By dealing with real property, not by conveyance, but by contract, the legal estate would always be and remain vested in the real owner of the property. Thus the unity of the title would be preserved, for there would be no conveyance to trustees. Even where trustees are useful to see to the management and appropriation of property, they would be in the nature of curators or guardians, having a legal power and authority, but no vested nor contingent interest in the land. The policy and object of the Statute of Uses would be fully carried into effect. And there would be no distinction between legal and equitable estates and legal and equitable rights and interests. Therefore the law of real property would no longer be administered partly by courts of law and partly by courts of equity, for the two jurisdictions would be practically amalgamated, except as regards difference of procedure, a difference which must be dealt with and remedied separately. Moreover the simplification of titles, by the introduction of the great principle of unity of title to the dominion or ownership of land, would greatly facilitate the establishment of a sound system of general registration of titles.

THE NEW LAW COURTS.

THE following is the report of the committee:—

1. Your committee have taken into consideration the matters referred to them, and have examined professional and other witnesses of experience and eminence.

2. They find that in 1842 a Select Committee was appointed "to consider the expediency of erecting a building in the neighbourhood of the Inns of Court for the sittings of the Courts of Law and Equity, with a view to the more speedy, convenient, and effectual administration of justice."

3. Inquiries were renewed, by direction of Parliament, from time to time, and a Royal Commission issued in 1859, whose recommendations all tended to that object.

4. In accordance with the report, made in 1860, of the Royal Commission, which included the present Lord Chancellor, Sir J. T. Coleridge, and the late Sir G. Cornewall Lewis, an Act was passed in the year 1865 authorising the purchase of a large area, since cleared, lying between the Strand and Carey-street, and containing 7½ acres.

5. By a second Act of the same Session the cost of the site to be thus acquired, and of the buildings to be erected upon it, was provided for partly by 1,000,000*l.* of stock standing to the credit of the Suitsors' Fund in the Court of Chancery, and partly by a redemption annuity, extending over a period not exceeding fifty years, to be levied by fees on suitsors.

6. The acquisition of the property and its clearance have occupied a period of nearly four years, and the cost of the purchase and clearance has amounted to a sum exceeding 800,000*l.*

7. A Royal Commission, dated 29th June 1865, was issued appointing the Lord Chancellor and many of the Judges, and other persons, "to advise and concur with the Treasury as to the plan and arrangements of the intended new courts," and during the period which has been occupied in acquiring and obtaining possession of the site the Commissioners have, from time to time, recorded their opinion as to the courts and offices necessary or desirable to be provided for.

8. Under the Thames Embankment Act, passed in 1862, a space of ground lying between Norfolk-street, Surrey-street, Arundel-street, and the river was reclaimed and directed to be set apart for the use of the public as ornamental ground.

9. Upon this ground, and the space lying between it and the Strand, a scheme was proposed early in the present session for erecting new courts of law and offices, instead of erecting them on the Carey-street site, acquired under the Act of 1865. This design was subsequently limited to an area comprising the houses and buildings to the south of Howard-street, and about an acre and a quarter of the reclaimed land, and involving for the sake of approaches and air the demolition of part of the houses on the north side of Howard-street.

10. Mr. Street, whose plans for the building on the Carey-street site had been sanctioned by the royal commission, was directed by the First Com-

missioner of Works to prepare a set of plans adapted to the lesser Embankment area, consisting of six acres; and likewise plans on a reduced scale suited to the seven and a half acres of the Carey-street site.

11. Thus the committee had before them, on the north of the Strand, seven and a half acres, forming the Carey-street site, already purchased and cleared, and from which upwards of 4000 resident occupiers had been removed, and on the south of the Strand, below Howard-street, a site to the extent of six acres, about four and a half acres of which are still covered by houses and buildings.

12. From the fullest consideration of all the circumstances of the case, and of the facts stated in evidence before them, your committee have come to the following conclusions:

13. They are of opinion that the Carey-street site, upon the whole, affords the best opportunity of concentrating the courts and offices in the centre of the great legal district lying between and nearly equi-distant from Lincoln's-inn and the Temple; and that it would be greatly to the public advantage that this site should be adhered to, and the new Law Courts and offices erected thereon, as sanctioned by Parliament in the Act of 1865.

14. The evidence received by your committee has satisfied them that the convenience of the public cannot be separated in the main from that of the legal profession, and that the economy of time which would result from placing the Law Courts in immediate proximity to the chambers of the practising barristers and solicitors would tend to the direct advantage of the suitors. On the other hand, the placing of the Equity Courts on the Embankment site would, in the judgment of your committee, be of serious detriment to the public and the Profession, and materially diminish, if not destroy, the benefit which has accrued from the transfer of the Chancery Courts from Westminster to Lincoln's-inn.

15. With regard to facility of access, your committee are impressed with the conviction that for all ordinary purposes connected with the courts no great additional expenditure need be incurred should the Carey-street site be adopted; while they desire to call attention to the fact that the increased accommodation likely to be afforded by the Embankment, the river, and the contemplated railway, must be taken into account as available, in the case of strangers, for the Carey-street site, to nearly the same degree as for that of Howard-street.

16. The Carey-street site admits of a building the same size as that proposed to be placed on the Embankment site, with an area available for improved approaches.

17. The reasons for any improvement in the approaches that may be desirable upon the north of Carey-street would equally apply if the building were erected on the Howard-street site.

18. It is alleged that the shape of the Carey-street site presents certain inconveniences, from the irregular shape of the western boundary; but your committee believe that the site may be made available for the reduced scheme without any additional purchases, by a give-and-take arrangement with Clement's-inn, and that if any additional purchase of ground were found necessary the cost of such purchase might be met by the sale of a portion of the ground already acquired.

19. Mr. Hardwick and other witnesses have stated their opinion that no difficulty whatever would exist in securing purity of air, adequate ventilation, and sufficiency of light in buildings erected on either site.

20. The Carey-street site, then, being in the opinion of your committee the most convenient for the accomplishment of the main objects of the proposed concentration, they proceed to consider whether, with relation either to cost or architectural effect, it would be wise to abandon the present Parliamentary site.

21. Your committee have carefully weighed the conflicting statements laid before them regarding the question of cost.

22. The estimated expense of acquiring the Howard-street site and widening Essex-street, which Mr. Street and Mr. Hunt concur in regarding as indispensable, would be as large as that already expended on the Carey-street site as it now stands.

23. If the Carey-street site were abandoned a considerable loss must inevitably occur on its re-sale, which Mr. Pownall, Mr. Hardwick, and Mr. Oakley agree in putting as high as 436,000*l.*

24. Mr. Hunt, indeed, says in his evidence that he has been in communication with a gentleman representing, according to his own statements, some very responsible persons who are willing to take the Carey-street site and lay it out for building purposes at an ultimate rent equivalent to 3½ per cent. on 780,000*l.*; but that, although the ultimate rent will be 3½ per cent., there must be a period of time when all the rent cannot be obtained, and so Mr. Hunt puts it 3 per cent.

ROLLS COURT.

The important decision of the Master of the Rolls in *Re Commercial Bank Corporation of India and the East*, 20 L. T. Rep. N. S. 839, that the court has power under the 159th and 160th section of the Companies Act 1862, to sanction a compromise between the creditors and contributories of a company, and to make it binding on everybody, seems likely to cut short the litigation in many winding-up cases. This decision has been followed in *Re Charles Lafitte and Company*, in which a summons was taken out by the official liquidator to confirm an agreement for a compromise of the suit of *Gray v. Lewis*, by the decree in which the National Bank were declared liable, to pay to Charles Lafitte and Co., the sum of 230,000*l.* and interest. An appeal from this decision is pending. The proposed compromise provided for the immediate payment by the National Bank of 28,000*l.*, the amount of the undisputed claims on Charles Lafitte and Co.; it provided that an indemnity should be given by the National Bank against all disputed claims: that the official liquidator's remuneration should be calculated upon the same scale as if the decree in *Gray v. Lewis* had been worked out, and it provided for the payment of the costs of the plaintiffs in that suit and in two other suits which had been instituted with the same object. At a meeting of shareholders, called to consider the compromise, it was approved by seventy-six shareholders, holding over 7000 shares, and opposed by twelve, holding some 300 shares. His Lordship was satisfied that it was for the interest of all parties that the compromise should be confirmed. He would, however, give the opposing shareholders liberty to stop the compromise on their giving security for the payment of the claims which had been allowed, and indemnifying the company against other claims and costs. The compromise would be confirmed if they did not give such security as his chief clerk should approve of, on or before the 9th August.

Re Natal Investment Company Wilson's case; was an application by a Mr. Wilson to have his name removed from the list of contributories to the above company, under the following circumstances:—When the company was formed in July 1864, Wilson was invited to take shares and to become a director, it being then expected that the *Crédit Mobilier* would set the company afloat; and Mr. Graham, the secretary, offered Wilson 10*s.* per share if he would take 300 shares and become a director, to which Wilson assented and paid a deposit of 1*l.* per share. In the following month he discovered that the *Crédit Mobilier* would not bring out the company, and, being then on the Continent, he requested his friend Mr. Simons, who was a director of the company, to withdraw his (Wilson's) application for shares and his name as director. The board were unwilling to do this, but consented on Mr. Simons threatening that he would otherwise make the matter public by means of an advertisement in the *Times*. Notwithstanding this, sixty shares were allotted to Wilson and registered in his name, the 300*l.* which he had paid as a deposit being appropriated to the payment of the deposit and the first call of 4*l.* per share on the sixty shares. On behalf of the official liquidator it was contended that the written application for the shares could not be verbally withdrawn; that the 10*s.* per share agreed to be paid to him by the secretary was a valuable consideration for his becoming a shareholder; and that he was disqualified by delay from having his name removed. His Lordship said that an application for shares was not binding until the shares were allotted, and might be withdrawn at any time previously. Mr. Simons was clearly proved to have been Wilson's agent for the purpose of withdrawing his application, and the directors were not justified in allotting the sixty shares to him. Wilson was not guilty of delay; he had throughout repudiated the shares. The agreement to pay 10*s.* per share was absolutely void, and was no consideration for the contract. Wilson was not precluded either on the ground of contract or delay from applying to have his name removed, and his name must be removed accordingly. He must have leave to prove for the 300*l.* under the winding-up.

V. C. MALINS' COURT.

During the past few days one or two cases have occurred requiring especial notice.

A somewhat singular case was that of the *London and South-Western Bank (Limited) v. Fairlie*. The plaintiff company sought to recover a sum of 200*l.* advanced upon the acceptance of the Earl of Shrewsbury in Jan. 1868. It appeared that the first defendant, Sir Arthur Percy Cuninghame Fairlie, Bart., was at that time a customer of the bank, and having the acceptance in question applied at the bank to have it discounted. The local manager refused to do so, and on application to the general manager he advanced 200*l.* upon it, and took a letter from the defendant promising to let him have certain wine delivery orders as a

collateral security, and the wine firm, who were the apparent holders of the wine, on being applied to in a letter signed by one partner, stated the particulars of certain wine which they held "at the disposition of the bank." The security not being realised, and the wine firm having executed a deed of composition, not registered at the filing of the bill, the suit sought a declaration that they were trustees of the wine, and sought payment and costs. The wine firm and their trustees were made defendants, and opposed the claim on the ground that the remedy was at law, and that the letter of the partner to the bank was not in the ordinary course of their business, and did not bind the firm. The Vice-Chancellor, however, thought otherwise, and made some strong observations on the fact that at the time that letter was written there was not the wine specified, in the possession of the firm, although that was explained by saying that they relied on the statement of the first defendant that he also held sufficient to answer the security. There must be a decree that the plaintiffs were entitled to rank as creditors against the estate of the defendants the partners, and were entitled to such dividend as had been or would be paid, the trustees being liable to such costs as were caused by their opposition to the demand.

Another case was *Crichell v. The Commissioners of Public Buildings*, being a suit for specific performance in respect of a contract by the defendants to take a piece of land forming part of the Carey-street site of the New Law Courts. This was one of those cases in which the land had been supposed to be freehold. In consequence, however, of the defendants coming and compulsorily taking the land, and the title being sifted, it turned out, as was alleged, that it was held only for the fee-end of an old lease granted in the reign of Queen Elizabeth. There had been a deposit under the Lands Clauses Act in the present case of 2200*l.* in court. After a good deal of discussion, the Vice-Chancellor decreed specific performance with a reference as to title, it appearing that the plaintiff had a fee simple subject to the lease, and he being entitled to 1000*l.*, the defendants having to pay him that sum out of the 2200*l.* The remainder must remain subject to the investigation of the title, the plaintiff undertaking to concur with the defendants in any application for payment of the 1600*l.*

Two most important cases were then heard consecutively, relating to wards of court. The first, *Burton v. Earl Darnley*, was a case in which the mother had placed her infant daughter at a school at Bayonne, she being entitled to large property. A bill being filed by the testamentary guardian, the mother took the child to Spain, and for two years set the court at defiance. Latterly it was discovered that she was in England, and her solicitor being brought up in court, was sworn and examined, and being directly asked if he knew where she was, and what was her residence, he appealed to the Vice-Chancellor whether he was not privileged, although he had the day before ceased to be the lady's solicitor. The Vice-Chancellor said he had deliberately considered the question, and decided that he was bound to answer, and that every person, solicitor, or otherwise, could not aid or abet in frustrating the proceedings of the court in respect to a ward. The case of *Ramsbotham v. Senior* then came on, in which twins were entitled to 10,000*l.* a-year, and the mother having undertaken before the Vice-Chancellor in chambers to produce them whenever requisite, could not be found, and her solicitor swore that he was ignorant of her residence, but had received letters without address. It was now asked that he might produce the envelopes, as perhaps the post-marks might lead to discovery. The Vice-Chancellor ordered the production, on the ground that the privilege was the privilege of the client, not of the solicitor, and of course there could be none in this case.

LEGISLATION AND JURISPRUDENCE.

HOUSE OF LORDS.

MARRIED WOMEN'S PROPERTY BILL.

LORD PENZANCE moved the second reading of this Bill, the object of which is to alter the law in reference to the power of married women to hold property of their own. By the English common law, in theory, all the personal property possessed by a woman at her marriage, or acquired afterwards, passed absolutely to the husband, who in return was bound to maintain and protect her; but by gradual steps, and by means of marriage settlements, women in the upper and middle classes could be protected from the extravagance of their husbands. Among the poorer classes, however, all the harshness of the law made itself felt. If the husband failed to support his wife she could only go to the parish officers; while if she was industrious and he idle her earnings were always liable to be swallowed up by him. By the last census it appeared that there were then about 3,000,000 of

25. Even assuming that all Mr. Hunt's expectations could be realised, the very least amount of loss which can be calculated on is 34,000*l.* per annum for four years for interest of money.

26. The evidence has satisfied your committee that the area already acquired, and which is ready for the commencement of building, is sufficient for the erection of the courts of law and the offices on the reduced scale contemplated in the plan prepared for the Howard-street site by direction of the First Commissioner of Works.

27. If at any future period additional accommodation should be required, the ground in the neighbourhood of the Carey-street site would be obtained at a probably lower price than that in the neighbourhood of Howard-street; the latter site being bounded by King's College on the one side and the Temple on the other any extension would have to take the direction of the very expensive block of buildings on the south side of the Strand.

28. There is so much difference of opinion in your committee as to the comparative advantages of the two sites in point of architectural effect that they are unable to report upon that subject.

29. Looking at the delay that has occurred since the passing of the Act, and the further suspense that would be unavoidable in obtaining the powers for, and the compulsory purchase and clearance of, another site, and considering that no paramount reasons have been submitted to the committee for a change in the original design, your committee recommend that the Carey-street site be retained, and that the New Law Courts and offices be erected thereon.

July 30, 1869.

SAYINGS AND DOINGS OF THE COURTS.

[CONTRIBUTED BY THE REPORTERS OF THE SEVERAL COURTS.]

HOUSE OF LORDS.

A COMMITTEE for privileges of the House of Lords has been engaged since July 23rd in the hearing of the *Wicklow Peerage* claim. Lord Redesdale was in the chair, and the Lord Chancellor, Lords Chelmsford and Colonsay, and other noble lords were present. The original claimant of the peerage is the only son by a second marriage of the Hon. and Rev. Francis Howard, a brother of the late earl. The Hon. and Rev. Francis Howard had three sons by a first marriage, all of whom are now dead. But the eldest of these sons, the Hon. William George Howard, married in Feb. 1863 a Miss Ellen Richardson, and this lady now claims the peerage for an infant son, whom she alleges to have been born of this marriage in May 1864. The case stands over for judgment.

Judgment in the *Shedden Legitimacy* case was given on Friday, July 30. It will be remembered that this case was argued before the House by the appellants, Miss Shedden for twenty-one days and Mr. Shedden for two days, when he was stopped by the House. This was on July 5, and their Lordships then took time to consider whether it was necessary to call on counsel for the other side. Judgment was now given, without doing so. It will be remembered that this was an appeal from the Divorce Court, the full court (Sir Crosswell Cresswell, Mr. Justice Wightman, and Mr. Justice Williams), of which, on a petition by the appellants under the Legitimacy Declaration Act, decreed that Mr. Shedden was not legitimate nor a natural-born subject (See 2 Sw. & Tr. 170; 3 L. T. Rep. N. S. 592.). Mr. Shedden's father resided in America, and there in 1790 it was alleged that he married a Miss Wilson. She lived with him as his wife till his death in 1798. Of this alleged marriage Mr. Shedden and a daughter were the issue, the former having been born in 1795. The proof of marriage was entirely confined to evidence of habit and repute. Against the validity of the alleged marriage of 1790 the chief facts relied on were, (1) that the elder Mr. Shedden, when on his death-bed, was formally married to Miss Wilson; and (2) that in a letter, dated Nov. 12, 1798, said to have been written by the elder Mr. Shedden on his death-bed, there was this passage: "I have married Miss Wilson . . . which restores two fine children I have by her to honour and credit." The genuineness of the above letter was disputed by the appellants. The Lord Chancellor now delivered judgment (in which Lords Chelmsford and Colonsay concurred), and after a careful review of the facts and the evidence in the case, his Lordship said that the letter of Nov. 12, 1798, must be considered to be genuine; and on the whole it must be held that there was no valid marriage of the elder appellant's father and mother prior to his birth. The judgment of the court below would therefore be affirmed, and the appeal be dismissed with costs.

married women in England, of whom about 800,000 were earning money. By a recent provision the earnings of a married woman were protected against her husband if he had deserted her, but not otherwise; and as a rule such husbands took care not, in the legal sense of the word, to desert wives upon whose industry they lived in idleness and dissipation. Our law in this respect was peculiar to England. In America married women enjoyed their own property, and evidence strongly in favour of that state of things was given by witnesses from the United States before the House of Commons' committee that considered this subject in 1868, and upon whose recommendation this Bill was founded. It was proposed that the wife should have the power of retaining the property which she possessed at marriage, and afterwards disposing of it; that the wife should possess all the property that afterwards accrued to her; that the wife might sue and be sued as if she were unmarried; and that her estate should be distributed after death in the same way as her husband's. There was a subsidiary clause, providing that the wife should be liable to support her husband, under the poor law. In fact, the Bill proposed to make a fundamental change in the law relating to husband and wife. Many people might feel alarm at some of these provisions. The notion of a wife bringing an action against her husband, and holding a tight hand over the whole of her property, was so at variance with the common law that alarm and doubt might reasonably be generated. The Bill, it was fair to say, would revolutionise the marriage law. The indirect effect would be that the authority of the husband might be considerably weakened and that two independent parties might be set up in one household. But notwithstanding that those feelings were natural to the mind of anyone who contemplated these changes for the first time, they would not, he trusted, induce their Lordships to abstain from reading the Bill a second time. This Bill would deal with all marriages. A large majority of marriages were happy, and few married people would go to law with each other. Where the marriage was a success, and the harmony of the home was maintained, there was no need of the application of laws of this kind. He believed that the husband ought to have the paramount authority in his own home. It had been said that there was no difference between the sexes which should lead to the subordination of one to the other. It was impossible to think too profoundly on that subject; but, after all, truth was often found near the surface; and those who digged below the upper stratum often came to what was not truth. The conditions of married life obtained in all places. Everywhere the husband was the protector and support of the wife, and the wife was subordinate to the husband. He did not believe that the women of this country would desire any change such as that which would declare the equality of the sexes. The present subordination of the woman, as it was a law of Providence, was also, he believed, a source of the highest pleasure which either man or woman could enjoy. If this was not a useless and worn-out theory then the law ought to follow the same direction, and that was the reason why the common law of England had been framed as it was. But it did not follow that there might not be grievances under it, and the practical question which they had to grapple with was how they could preserve the principle of the husband being paramount in his home, with the protection of the woman against those who disregarded the duty which lay on them to supply that protection. If the harmony of the married home continued, the Bill would not apply; if it were broken up, there was no reason why the rights of the husband should be continued. But what could be done with the Bill at this advanced period of the session? No amount of diligence would enable the Bill to pass during the present session; but he was anxious that the Bill should be read a second time, and printed, and well considered during the recess, so that at no distant period the evils of the existing marriage system might be grappled with. He moved that the Bill be read a second time.—The Duke of NORTHUMBERLAND, who had a motion on the paper by way of amendment, that the second reading be deferred for three months, said the noble and learned lord had explained the reasons which actuated him, when he said that the Bill would revolutionise the marriage law. He (the noble duke) admitted the existence of a large amount of evil, and that legislation on the subject was absolutely necessary; but he could not support the Bill in its present shape.—The LORD CHANCELLOR wished to say one word in favour of the Bill. There might be many details requiring consideration; but there could be no doubt of the necessity of protection for the lower classes of females who acquired property by their labour. From a very early period, indeed, the Court of Chancery had felt the absolute necessity of protecting married women, and they had framed a rule that when a fund exceeding 200*l.* came into that court, care was taken that it should not be parted with till the married woman had an opportunity of claiming a share. Having so long been

acquainted with the great value of that protection to married women, he could not withhold his assent to the Bill.—Lord CAIRNS said that nothing could be more fair and reasonable than the manner in which the noble and learned lord had laid before their Lordships' house the arguments that could be used for and against the Bill. He (Lord Cairns) was in favour of the principle of the measure. There were two kinds of protection provided by the Bill. One, of the earnings of married women. It had always appeared to him to be utterly impossible to use an argument that would justify a husband in depriving a wife of property acquired, by her own labour and skill. The other was the passing of a woman's property absolutely over to the husband at the time of marriage. This was an old law. Its effect was neutralised in the case of the rich, and the law ought to produce the same effect for those who could not indulge in the luxury of a marriage settlement. He should oppose the Bill passing into law without an investigation before a select committee, but he had no objection to the second reading.—Lord DUFFERIN supported the second reading, and presented a bundle of petitions in favour of the Bill.—Lord ROMILLY approved the second reading. The rich, by resorting to marriage settlements, excluded the operation of the common law; and it was doubly important that a like result should be secured to women who acquired property by their own industry. If their Lordships wished to preserve the dignity and character of the other sex, and to prevent them from being made the slaves of their husbands, he thought they ought to pass this Bill next session.—The EARL of HARROWBY was understood to say that there could be no analogy between the wives of the poor under this Bill and those of the rich, inasmuch as the latter were protected generally by legal settlements.—The EARL of SHAFTESBURY said that in order to appreciate the full importance of this Bill it was necessary to go into the manufacturing counties, where where women as a rule earned large wages, which were often swept away by their idle and dissolute husband.—The Bill was then read a second time.

TRADES UNIONS (PROTECTION OF FUNDS) BILL.

The Earl of MORLEY, in moving the second reading of this Bill, said it had been introduced simply to protect the funds of Trades Unions during next year, when it was expected a comprehensive measure, dealing with the whole subject of Trades Unions, would be introduced. At present the funds of Trades Unions could be embezzled with impunity, while the funds of friendly societies were protected by Mr. Russell Gurney's Act of last session, to which this would form a proper supplement.—Lord CAIRNS described the Bill as anomalous and premature, inasmuch as a Royal Commission had sat on the subject, and the Bill was not framed in accordance with any of that Commission's recommendations. The Government evidently hoped by this Bill to get Trades Unions recognised in some way or other as friendly societies, for the measure recited that, although the object of the society might be illegal, inasmuch as it tended to restrain trade, yet it should rank as a friendly society for the purpose of protecting its funds. If the measure were necessary there would be some shadow of excuse for accepting it, but it was not, as the Act initiated by Mr. Russell Gurney protected the funds of legitimate friendly societies, and he objected to giving Trades Unions illegal in their object the protection of law. The LORD CHANCELLOR said the measure had resulted from a somewhat strict construction having been put on the word "illegal" as applied to trade societies by the Court of Queen's Bench, which had declared that persons joined together as a trades union, not for the purpose of restricting trade by intimidation, but simply resolving among themselves not to engage in their trade except under certain conditions, were illegal. This decision prevented the societies from recovering money due to them or punishing those who embezzled their funds. In consequence a Bill had been introduced in another place, giving to trades unions all the benefits enjoyed by friendly societies, and thinking this was out of the question, the Government had resolved to introduce this temporary measure until the whole matter could be dealt with in a comprehensive manner. His Lordship concluded by reading the Bill to show how restricted it was in its scope.—In reply to Lord CAIRNS, the LORD CHANCELLOR said the decisions of the courts were that, if a society had anything in its rules which operated in restraint of trade, then it was an illegal society.—Lord CAIRNS.—The result is, we are now to declare that, although agreements may operate in restraint of trade, they are, notwithstanding, to make a society a legal society.—The Bill was then read a second time.—On the order of the day for going into committee, Lord CAIRNS repeated the opinion which he had formerly expressed that this Bill is not necessary for the protection of the funds of trades unions against fraud or embezzlement. It is true that these societies cannot be registered as friendly

societies and cannot avail themselves of the remedies provided for these bodies; but that is the whole extent of the disability to which they are liable, and he did not think that it is expedient to remove this by an Act of Parliament which is only to last a single year, pending the full and complete consideration of the report of the Trades Unions Commission.—The LORD CHANCELLOR said that a society which is illegal in the eye of the law, because it operates in restraint of trade, cannot be registered as a friendly society, and cannot avail itself of the remedies provided for these societies. Nor is that all. In order to support an indictment for embezzlement the property must be laid as that of some one, and it cannot be laid as the property of an illegal society. The consequence is that the funds of these societies are at present wholly without protection.—After a few words from Lord CAIRNS, the Earl of MORLEY remarked that the Trades Unions Commission expressly recommended in their report that the funds of these societies should receive the protection which will be given to them by this Bill. Mr. Russell Gurney's Act of last session does not give the requisite protection, for it does not enable trades unions to proceed as friendly societies against those who embezzle their funds, nor does it give them the means of recovering by law books or other property of which they may have been deprived. No societies will be entitled to the protection of this Bill if they are illegal in any other way than so far as they operate in restraint of trade.—Lord CAIRNS said that the Trades Unions Commission recommend that the funds of trades unions should be protected in the same manner as friendly societies, only on condition that they submit their rules to the registrar of friendly societies, and show that they do not infringe any one of four cardinal points which the commissioners specify.—The EARL of LICHFIELD urged that the Bill is not at variance with the recommendations of the Trades Unions Commission (of which he was a member), and he cited various passages from their report in support of this contention. It is true that a majority of the commissioners did suggest that the funds of trades unions which offended against any one of four cardinal points which they specified should not receive the protection given to friendly societies; but then the mere giving of money to support strikes is not one of those points. It has, however, been decided by the courts of law that such an application of money, being in restraint of trade, will render a union illegal, and thus place it beyond the pale of the Friendly Societies Acts. This Bill was entirely confined to the remedy of this grievance, and as such it had his entire approval. He was very grateful to the Government for the introduction of a measure which would remove a great injustice, and would give to the funds of the trades unions the protection which is enjoyed by every other kind of property.—Lord PENZANCE said that the Bill only proposes to do one thing, and that is to give the trades unions the protection of the Friendly Societies Acts so far as relates to the punishment of those who embezzle their funds. Even if these societies were objectionable it would not be the best way of suppressing them to prevent their punishing those by whom they are defrauded. It is, however, confessed that they can do this by a prosecution in the ordinary way; and this Act, therefore, only gives them for one year, and until Parliament has considered the whole subject, the same summary remedy which is enjoyed by other societies. It did not confer upon trades unions the status of friendly societies.—After some further observations from Earl GRANVILLE, the House went into committee, when the several clauses were agreed to without amendment.

EVIDENCE AMENDMENT BILL.

Their Lordships went into committee on this Bill. On clause 1, Lord DENMAN objected to witnesses being allowed as a mere matter of caprice or convenience to substitute an affirmation for an oath.—Lord CAIRNS pointed out that the first and fourth clauses in their present form would have the effect of doing away with judicial oaths. They proposed that if witnesses simply disliked to take an oath they should be allowed to affirm that what they were going to say was the truth. The noble and learned lord who occupied the woolsack was anxious to encourage a state of feeling which would lead persons to regard a solemn statement as equally obligatory with an oath, and this, no doubt, was desirable; but if the country were to be educated up to that point oaths should be abolished altogether. Now, however much it might be regretted, large numbers of people regarded statements made under the sanction of an oath as much more solemn and requiring much greater accuracy than others. This was shown by the frequent appeals to witnesses by Judges and counsel to remember that they were on their oath, and it was notorious that truth was thus elicited in many cases where it would not otherwise be extracted. If it were left to individual discretion,

the witness who at present would not tell the truth unless he was sworn would decline to take the oath, while it would be taken by the witness who in any case would tell the truth, so that those who required the obligation would escape it. Sometimes the only witness to a particular transaction was a person of no religious belief, upon whom the sanctity of an oath had no binding effect, and some provision should be made for such persons as well as for those who had religious scruples. The noble and learned lord (Penzance) who was not responsible for the present form of the Bill, might bring up amendments on the report limiting the operation of the Bill to those two classes.—Lord PENZANCE admitted that the effect of the clause would be wider than was intended. He had no objection to introduce such alterations in the clause on the report as would meet his noble and learned friend's view.—The clause was then agreed to.—On clause 2, Lord CAIRNS moved the addition of a proviso, to the effect that the plaintiff in any action for breach of promise of marriage should not be entitled to a verdict unless his or her testimony was corroborated by some other material evidence in support of such promise.—Lord PENZANCE said he had not the least objection to the amendment, which was agreed to, and the Bill passed through committee.

HOUSE OF COMMONS.

CAPITAL PUNISHMENT.

Sir G. JENKINSON gave notice that, unless the Government undertook to deal with the subject, he would ask leave early next session to introduce a Bill to alter and amend the existing law in regard to the present system of the revision and commutation of capital sentences, and he would now ask the Home Secretary to grant a return of all convicts, male and female, who had been relieved from the execution of capital sentences passed upon them during the last ten years.—Mr. BRUCE said that if the hon. baronet would give notice of the information he wanted it should be granted as an unopposed return.

MUNICIPAL AND PARLIAMENTARY VOTERS.

Mr. V. HARCOURT asked the Secretary of State for the Home Department whether Her Majesty's Government would be prepared in the next session of Parliament to introduce a Bill for the reform of the registration of municipal and Parliamentary Voters in England and Wales.—Mr. BRUCE regretted that he had not had time to consider the report moved for by his hon. friend, but it should be taken into the fullest consideration with a view to introduce any improvement which might be deemed practical in the system of registration during next Session.

FRIENDLY SOCIETIES.

Mr. W. LOWTHER asked the Secretary of State for the Home Department whether his attention had been called to a draft of Bill to consolidate, with amendments, the Acts relating to Friendly Societies; whether Her Majesty's Government intend to adopt any of the suggestions contained in that draft of Bill; and whether they would recommend the issuing of a royal commission upon the subject.—Mr. BRUCE said he had seen the Bill to which the hon. gentleman alluded, and he did not think the suggestions were such as Government could adopt. They had at this moment under consideration whether they should proceed to legislate for the amendment of the law, or should first institute a preliminary inquiry.

STAMPS FOR LOCAL FEES AND FINES.

In reply to Mr. SCLATER-BEOTH.—Mr. AYRTON said the Act recently passed, by which quarter sessions in counties and councils in boroughs might collect fines, fees, and small payments generally, by means of stamps, undoubtedly contained very comprehensive powers enabling the Government to regulate both the making and issuing of those stamps. If the local authorities should consider it advisable that a stamp should be made once for all under the superintendence of the Commissioners of Inland Revenue, the commissioners would undertake the task, and have a stamp made of a uniform character, but with the distinction of having the name of the county or borough legibly impressed upon it.

THE PATENT LAWS.

In reply to Mr. MACFIE.—Mr. BRIGHT stated that every member of the Government was of opinion that some considerable change was necessary to be made in the patent laws. He was not sure how many, or whether any, were of opinion that there should be no patent laws at all; but notwithstanding that agreement as to the desirableness of some alteration, it would be very imprudent in him to pledge the Government to being in a measure on the subject when there was so great a difference of opinion upon it that it seemed impossible to get two men to agree as to the change that ought to be made. If they come to the question of a committee or commission, they were in the same difficulty as to whether the inquiry should be directed to the amendment of

the patent laws, or to the question whether there should be any patent law at all. These two questions were quite distinct, and the one, perhaps, was more difficult than the other. He believed, with the hon. member for Leith, that this was a question which required to be attended to whenever there was time found to attend to it; but he was quite unable to give any pledge that the Government would bring in a Bill next session. If the hon. member proposed a committee it would be a reasonable proposition, and probably both the Government and the House would be willing to accede to it.

THE BANKRUPTCY BILL.

On the order of the day for the consideration of the Lords' amendments on the Bankruptcy Bill.—The ATTORNEY-GENERAL expressed his satisfaction with the manner in which the Bill had been dealt with in the other House. They had not endeavoured to interfere with its leading principles, or with its main provisions; and he was free to admit that the greater part of the amendments which they had made were improvements. There were, however, three points, on which it was desirable to invite their Lordships to a reconsideration of their amendments. The first was on the 5th clause, and related to the definition of a partnership, association or company. As the clause left this House, the definition was "a partnership, association, or company corporate, or liable to be registered." Their Lordships had added the words "or to be wound-up," which made a very serious difference. A partnership of seven members was liable to be wound-up; and if they adopted this Act, any persons by taking more than seven members into partnership, might exempt themselves from the provisions of the Bankruptcy Act. He would, therefore, propose to disagree with that amendment. The next amendment was in sub-section 3 of clause 6, in which they had inserted before the enumeration of the acts of bankruptcy "the debtor being a trader;" and the effect of that would be that a debtor might attempt to defeat or delay his creditors, without being subject to the bankruptcy law. He was, however, prepared to meet their Lordships half way, by adding words to the effect that it should not be considered an act of bankruptcy on the part of a non-travelling trader to leave the country. He proposed to amend their Lordships' amendment by adding to their clause A words providing that County Courts should only have power in trying causes to the extent of their present jurisdiction.—Mr. MORLEY believed, with regard to debtors quitting England, that it would be better to restore the words as they were in the Bill before it left the House.—The ATTORNEY-GENERAL said that by agreeing to the compromise he had suggested they would maintain the existing law. The words of the clause had acquired a technical signification in the case of traders.—Mr. MORLEY objected to landlords having preference over other creditors, and he submitted under protest to an amendment which would entitle a landlord to claim 20s. in the pound to the extent of six months' overdue rent out of the estate of an insolvent.—The other amendments of the Lords were then considered, and in the main agreed to.

HABITUAL CRIMINALS BILL.

Mr. BRUCE, in moving the committee on this Bill, said that its main objects were the more effective supervision of prisoners, and a proper system of registration. Several other principles of more or less importance would be found in the Bill, but he should be satisfied if it left the committee with its provisions for supervision and registration intact. The Bill, he should say, had not been introduced in consequence of the sudden or alarming increase of crime, although he admitted there had recently been some increase; for the gratifying fact was, that, on the whole, crime had diminished during the last thirty years. (Hear, hear.) It had decreased, not comparatively, but positively, in the face of a great increase of the population of the country. The causes which had led to this gratifying result were, first, emigration; and next, the wider spread of education. By examining the statistics of crime, it would be found that out of every 100 criminals 35 could neither write nor read, and only 3 could do either decently. Out of every 500 criminals only 1 was well educated. (Hear, hear.) In addition to the causes of education and emigration there had also been in operation improved systems of repression and penal legislation; and he thought that the present system of prison discipline and the establishment of reformatories had produced a beneficial effect. The average number of persons convicted each year was 18,000; but last year there was an increase of 1430, an increase due in a great measure to the great depression of our commerce. One object of the Bill was to repair some of the mischief that had been caused by short sentences, and the variety of sentence adopted by different judges. In some counties 40 per cent. of the convicts were sentenced to penal servitude, and in others only 16 per cent., a

discrepancy which arose in consequence of the reluctance of some judges to sentence prisoners to the increased term of penal servitude which the Act of 1864 imposed on the second conviction. The result had been a great increase in the number of offenders at large, not less than 1430 in the year 1868. He found that last year no less than 635 of the worst class of criminals had been allowed to return unmolested to their haunts in excess of the number which had so returned in 1854. The manner in which the Bill proposed to deal with this state of things was this. With respect to convicts it altered existing legislation but little; what it did was to provide for a more complete system of registration. At present the ticket-of-leave man was obliged to report himself to the police on his arrival at any place; but if he failed to do so also on leaving all trace of him was lost. The number of tickets-of-leave at large in this country at present was 1500 men and 450 women, and the average duration of the licence was one year and seven months. Under the present Bill the person sentenced for the first time and committed would be under supervision only for the term of the original sentence; but if the criminal had been previously convicted the supervision would last seven years longer. Persons so situated would be liable to be summoned to give an account of themselves and to be apprehended, and if they could not give an account of themselves, to a year's imprisonment. If found by a constable in a private or public place under circumstances to warrant suspicion, or if found by a private person on private property, they would incur the same penalty. If a convict had twice suffered seven years' penal servitude, he would remain under the supervision of the police for life. His main object was to deal with these habitual criminals. With prisoners under short sentences he did not apprehend much difficulty; but with the hardened criminal there was no remedy but to hunt him down. The Bill proposed more stringent clauses against vagrants and receivers of stolen goods, and a few other provisions, which he trusted would obtain the approval of the House.—Sir C. ADDERLEY, who had given notice of his intention to move that the Bill should be "referred to a select committee, for the purpose of substituting a discharged prisoners' aid agency throughout the kingdom, to which the supervision of certain criminals may be entrusted, instead of the police; and of adding provision for the infliction of corporal punishment during imprisonment for brutal assaults on policemen and others; and of more completely carrying out the objects of the Bill in punishing habitual disorderly conduct and drunkenness," deprecated the introduction of so important a measure at a period of the session when three-fourths of the members of the House of Commons had left town. He objected to the Bill as introducing new principles into our criminal law, and greatly extending and developing old ones. The sooner stringent measures were applied to the class of habitual criminals the better, for it was a scandal to the administration of justice that these men, who were well known to the police, should be able to escape the punishment of their crimes; but any mistake made in dealing with that question would only aggravate the evil. Police supervision over convicted criminals who were not incurable was the very worst measure that could be devised, because the police were the natural enemies of the class, and would seek to gain credit by bringing them to justice; when the object of society should be to find them honest employment. All he feared in proposing that the discharged prisoners' aid societies should be employed in the supervision instead of the police was, that the connection of those institutions with the State would tend to impair their efficiency. Criminals when discharged should be placed under the care of these societies, who would provide them with the means of obtaining an honest livelihood if the men desired to reform; and then if those efforts failed, and the men proved incorrigible, he proposed that they should be handed over to the magistrates in quarter sessions for committal. Under the 10th clause of this Bill every person after a third conviction must be sentenced to seven years' penal servitude, and would be liable to police supervision for the rest of his life; and he thought some provision ought to be made to meet the case of brutal assaults upon the police. He quite agreed that some such Bill as this was necessary; but if they were to pass it in the present state of the House, it was necessary to be very cautious how they proceeded. It would be useless to press the motion of which he had given notice at that time of the session, but he should raise the points referred to in it after they got into committee.—Mr. G. HARDY said the main object was to provide some uniform system of inspection of habitual criminals throughout the country, and they were not legislating in panic, but after a great deal of consideration. The Bill certainly extended exceptional circumstances in the law, but it did not introduce novelties. It merely carried the principle of supervision from the holders of licences to

other persons who were not getting their livings by honest means. Then as to the alleged innovation in the principles of English law, the proof of innocence had long been cast upon a class of offences in the trading districts. In the woollen and silk manufactures and many others, persons found in the possession of "waste" were obliged to give an account of how it came into their possession, and it was now only proposed to extend that principle to persons who had stamped themselves with a bad character. Discharged prisoners' aid societies did not exist in sufficient abundance to be entrusted with the proposed supervision, and these valuable institutions would lose all their influence if they ceased to be voluntary societies and became a department of the State. He was quite sure that the police would be only too glad to use them where they existed, for the heads of the police were anxious to be relieved from the incessant pressure of this surveillance, and would be glad to see criminals entering upon a career of honesty. It was his experience, derived not only from Ireland, but from the cases of licence-holders in England, that the police not only did not interfere with them, but assisted them in getting work. (Hear, hear.) In any reasonable proposal for the prevention of brutal assaults on the police he should be happy to assist his right hon. friend. —Mr. NEWDEGATE said he had done all he could to prevent the abolition of transportation, predicting the necessity, if that course was adopted, for arbitrary measures to deal with those criminals who under the old system underwent the most effectual means of reformation by separation from evil associations. That prediction was now fulfilled, for the effect of the present Bill was to create a servile class in this country, and it was a movement in the direction of despotism. —Sir G. JENKINSON looked upon the Bill as a very valuable Bill, and hoped they would now be allowed to go into committee. —Mr. HADFIELD expressed his entire disapproval of the Bill. For some years the tendency of legislation had been to decrease the severity of the law, but this Bill increased it. He should have been glad if the right hon. gentleman had moved the rejection of the Bill—he should have had much satisfaction in voting for that motion. —The House then went into committee on the Bill. On clause 4, Mr. STAPLETON proposed to leave out "whom he suspects," in order to insert "and any chief officer of police having reason to believe that any convict who is the holder of any such licence as aforesaid is getting a livelihood by dishonest means may authorise any constable or police officer, in writing, to take such convict into custody, and bring him before a justice of the peace." The amendment was agreed to. —Mr. M'MAHON moved to insert "if it shall appear from the facts proved before such magistrate that there are reasonable grounds for such suspicion." This amendment was also agreed to. —Sir G. JENKINSON moved a further amendment, giving power to the magistrate who did not choose to assume the responsibility of so acting to commit the holder of a licence for trial at the next quarter sessions. —Mr. BRUCE said he wished to relieve the apprehensions of the right hon. member for Oxford with regard to the danger of this Bill. He had obtained from the Chief Commissioner of Police the number of holders of licences in the metropolis to whom the Bill would apply, and he found that there were only twelve. —The amendment was agreed to. On clause 5, Mr. BRUCE said, with regard to the supervision of the police, which was so much objected to by the right hon. member for Oxford, he believed it had been of the greatest use to convicts, who had repeatedly acknowledged the kindness of the police. Besides, this clause got rid of a provision of the present law, which imposed on the convicts the necessity of reporting themselves to the police once a month, and which convicts had often asserted was productive of injury to them. —On clause 6, Mr. BRUCE said that this was the clause which provided for the registration of criminals to which the right hon. gentleman the member for Oxford objected. He put it to the House whether one of the greatest inconveniences that was now experienced was not that, unless by the accidental evidence of some policeman in the court, it was impossible to tell whether a person charged was an habitual criminal or not. It was not intended to register criminals for every light offence, but only in the graver cases, and he contended that such a system would be productive of the greatest good. —Mr. HENLEY opposed the clause as one that would seriously interfere with the chance of persons once convicted getting their living in an honest way afterwards. He also thought that it would cause great expense by rendering it necessary for police officers to visit different counties for the purpose of identifying prisoners, and he pointed out that there was already a system of registration in the gaols. —Mr. HARDY thought the word criminal should be put into the interpretation clause, as being persons who had committed certain offences named in the schedule.

He did not see that any harm could accrue by registering habitual criminals. —Mr. BRUCE repeated that it would only be those who committed grave offences. He explained that the registration would be something similar to that of convicts who had licences at present. He moved to substitute "criminals" for "convicts." —The amendment was agreed to. —Mr. BRUCE then moved to omit the words "holders of licences," and insert "all persons convicted of crime in England," which was also agreed to. The clause was then agreed to, as were clauses 7 and 8. Clause 9 was agreed to with amendments giving the judges discretionary power in cases of second conviction, and otherwise restricting supervision of persons who have been punished for criminal offences. Clause 10, relating to persons twice convicted of felony, was modified in the same spirit. —Mr. AMPHLETT complained of the hardship which would be inflicted if a person who had once been convicted of receiving stolen goods were in all future time compelled to prove his innocence if charged with a similar offence. He moved to insert words which would limit the onus of proof upon a prisoner to five years of the first offence. —Mr. BRUCE admitted the occasional hardship, but contended that the class of receivers ought to be guarded against in the most stringent manner possible. —After some discussion words were agreed to modifying the stringency of the clause.

THE CAREY-STREET SITE.

Mr. MONK asked the First Lord of the Treasury whether it was the intention of the Government to proceed forthwith with the erection of the New Law Courts on the Carey-street site, in accordance with the recommendation of the Select Committee. —Mr. GLADSTONE.—In answer to the question of my hon. friend I have to say that I do not think it possible for the Government to arrive at any positive decision, much less to take any positive step in relation to a document understood to proceed from a Select Committee, but not yet laid before the House, and which if laid before the House could not be considered along with the evidence. I am afraid at this period of the session my hon. friend's question is premature. (A laugh.)

ESTATE AND INVESTMENT JOURNAL.

STOCK AND SHARE MARKETS.

The market has been firm but dull, as is usual at this season. The fluctuations of the week are as follow:

ENGLISH FUNDS.	Fri.	Sat.	Mon.	Tues.	Wed.	Thur.
Bank of England Stock	...	...	245	...	...	245
3 Cent. Red. Ann. ...	93½	93½	93½	93½	93½	93
3 Cent. Cons. Ann. ...	93½	93½	93½	92½	93	92½
New 2½ Cent. Ann. ...	...	...	...	...	...	...
Do. 3½ do. Jan. 1894.	...	...	...	...	...	...
New 3 Cent. Ann. ...	93½	93½	93½	93	93½	93
5 Cent. Ann. ...	...	...	...	...	...	...
5 Cent. Cons. Jan. 1873	...	...	...	...	...	...
Ann. 30 years exp.	...	...	...	...	...	...
April 5, 1885	...	...	...	...	...	...
Do. exp. Jan. 5, 1890	...	...	...	...	...	...
Do. exp. July 1890	...	...	...	...	...	...
Red Sea Tele. Ann. 1906	...	...	...	...	...	...
Consols. for Acc. ...	93½	...	...	93	92½	...
India 5 Cent. for Acc.	...	...	...	...	...	...
Do. 5 Cent. July 1890	112	112	111½	112	111½	...
India Stock, July 1890.	...	...	...	...	...	...
India Stock, 1874	207½	...	...	207½	...	...
India 5 Cent.	...	...	...	...	...	...
India Stock, 4 Cent.	...	...	...	...	...	...
Oct. 1888	100½	...	101	100½	100½	...
India Bonds (1000l.)	...	...	27s. d	23s. d	...	...
Do. (under 1000l.)	...	...	27s. d	24s. d	...	...
Ex. Bills, 1000l.	a	c	e	...	f	g
Do. 500l.	b	c	e	...	...	g
Do. 100l. and 200l.	...	...	...	...	...	...
3 Cent. c.	b	c	...	...	...	g

a June, 7s. premium.
b June, 10s. premium.
c March, 7s. premium.
d Premium.
e March, 3s. pm.; June, 6s. premium.
f June, 9s. premium.
g March, 3s. to 7s. pm.; June, 7s. premium.

PUBLIC COMPANIES.

RAILWAY COMPANIES.

Colchester and Stour Valley.—Dividend at the rate of 3l. 7s. per cent. per annum.
Great Northern and Western of Ireland.—A dividend of 3l. 3s. 4d. per cent. per annum be paid upon the ordinary stock held by the Midland Great Western, and 3l. 2s. 6d. per cent. per annum upon the other ordinary stock.
Lancashire and Yorkshire.—Dividend at the rate of 6½ per cent. per annum.
Manchester, Sheffield, and Lincolnshire.—Two per cent. dividend declared.
North Eastern.—Dividends: Berwick, 5½ per cent. per annum; York, 5½ per cent.; Leeds, 3½ per cent.; Carlisle, 7½ per cent.; Darlington, 8 per cent.

Ulster.—A dividend at the rate of 4½ per cent. per annum.

BANKS.

Birmingham Banking.—A dividend of 5 per cent.
Birmingham Town and District.—A dividend at the rate of 7½ per cent. per annum.
Bradford Old Bank.—A dividend of 1l. 2s. 6d. per share for the half year.
Central of London.—A dividend at the rate of 5 per cent. per annum.
London and County.—A dividend and bonus together, at the rate of 17 per cent. per annum.
Oriental Commercial Bank.—A dividend of 1s. 6d. in the pound, making 11s. 6d. in all, is payable to the creditors by Messrs. Cooper Brothers.

FINANCE, CREDIT, AND DISCOUNT COMPANIES.

Credit Foncier.—The half-year's report announces that no marked alteration in the company's affairs has occurred. A further debit to capital of 6706l. has been shown, owing to losses which, although made years ago, have only now been ascertained. The City offices debentures guarantee for 300,000l. has been got rid of without loss. Rigorous measures are to be taken against the ex-directors of the Chatham and Dover; and the claims against the former board of Credit Foncier have been arranged, but the arrangement requires the sanction of the meeting. If given, "it is the intention of the directors to recommend that 30,000l. of the amount shall be applied to the payment of a dividend for the half-year at the rate of 3 per cent. per annum, and that the balance be carried forward as an aid to further dividends, or otherwise." With regard to the Millwall Docks Company, it is mentioned that this concern has not made the progress expected, but meanwhile "the income is stated to be sufficient to pay the interest on the debentures, if not upon the preference stock, and to be rapidly increasing." The Irrigation Company of France is spoken of more hopefully. The Consolidated Land Company of France is declared to be "in a very unsatisfactory, and indeed critical position." The Varna Railway and Belgian Public Works are spoken of favourably. The principal investments are as follows:—The Millwall Docks Company, 150,248l.; the Irrigation Company of France, 429,444l.; the Consolidated Land Company of France, 580,065l.; the London, Chatham, and Dover Railway, 831,342l.; the Varna and Rustchuk Railway, 673,256l.; the City of Milan Improvements Company, 335,888l.; and the Belgian Public Works Company, 229,698l.

Financial Corporation (Limited).—A further dividend of 3s. in the pound (making 14s. 6d. in all) is payable to the creditors by the official liquidator.

New Zealand Trust and Loan.—A dividend at the rate of 10 per cent. per annum.

Scottish Australian Investment.—A dividend at the rate of 4 per cent. per annum.

ASSURANCE COMPANIES.

Thames and Mersey Marine.—A dividend and bonus of 4s. per share.

MISCELLANEOUS COMPANIES.

Australian Agricultural.—A dividend of 7s. 6d. per share.

British Colonial Steamship.—A special general meeting is convened for the 12th August, to pass a resolution for a voluntary winding-up, and for the appointment of liquidators.

British and Irish Magnetic Telegraph.—A dividend at the rate of 12 per cent. per annum for the half year.

Croscome Chemical (Limited).—Vice-Chancellor Stuart has made a winding-up order.

London and St. Katharine Docks.—Two and a half per cent. per annum dividend.

Mediterranean Extension Telegraph.—Eight per cent. dividend on the preference shares.

Scottish Wagon.—A dividend at the rate of 12½ per cent. per annum.

Steam Biscuit and Flour (Limited).—Mr. W. J. White, the official liquidator, has announced that he has paid all the creditors in full, and is now prepared to refund 19s. 6d. per share to the contributors.

Thomas Adams and Co.—A 10 per cent. dividend.

Westminster Palace Hotel.—A dividend at the rate of 6 per cent. per annum.

REPORTS OF SALES.

NOTE.—The reports of the Estate Exchange are officially supplied in the following list. Auctioneers whose names are registered there will oblige by reports of their own sales.]

Thursday, July 23.

By Messrs. PRICKETT and SOX, at the Mart.
Freehold residence, situate in High-street, Harrow—sold for 650l.

Freehold house and land, situate in Nether-street, Finchley—sold for 310l.

Friday, July 30.

By Messrs. GADSDEN, ELLIS, and SCORER, at the Mart.
Freehold business premises, No. 63, Fleet-street, let at 290l. per annum—sold for 5500l.

Monday, Aug. 2.

By Messrs. FAREBROTHER, CLARK, and Co., at the Mart.
Freehold, 2a. 2r. 9p. of land, situate at Kingswood, Surrey—
sold for 400*l*.
Freehold, 1a. 2r. 4p. of pasture land, situate as above—sold
for 180*l*.
Freehold, cottages, gardens, and land, containing 7a. 3r. 11p.,
situate as above—sold for 680*l*.
Freehold, residence, buildings, and land, containing 5a. 0r. 31p.,
situate as above—sold for 280*l*.
Freehold, four cottages, situate as above—sold for 200*l*.
Freehold, four cottages, situate as above—sold for 200*l*.
Freehold, cottage, shed, and grounds, containing 4a. 0r. 34p.,
situate as above—sold for 270*l*.
Freehold, cottage, situate as above—sold for 185*l*.
Freehold, cottage, situate as above—sold for 150*l*.
Freehold, plot of building land, containing 8a. 0r. 17p., situate
as above—sold for 110*l*.
Freehold, plot of building land, containing 7a. 1r. 33p., situate
as above—sold for 910*l*.

By Messrs. EDWIN FOX and BOUSFIELD.
Freehold and copyhold estate, situate in the parishes of
Chobham and Windlesham, Surrey, comprising 80 acres of
arable and pasture land—sold for 2970*l*.
Freehold house and shop, No. 12, Grocers' Hall-court,
Poultry, let at 25*l*. per annum—sold for 90*l*.
Freehold house and shop, 3, Dove-court, Poultry; annual
rent 40*l*.—sold for 480*l*.
Freehold three houses, Nos. 3 to 5, Butter's-alley, Milton-
street, Finsbury; let at 18*l*. per annum—sold for 390*l*.
Freehold five houses, Nos. 22 to 26, Warwick-court, White-
cross-street, Cripplegate, let on lease at 10*l*. 10*l*. per annum
—sold for 284*l*.
Freehold house, No. 6, Castle-street, Holborn, let at 65*l*. per
annum—sold for 1710*l*.
One-eighth share in a freehold house, No. 6, Charles-street,
Drury-lane, let on lease at 42*l*. per annum, also in a lease-
hold stable, No. 7, South Mews, Manchester-square, let at
3*l*. per annum, term 814 years, from 1790—sold for 60*l*.
Freehold house, No. 50, Millbank-street, Westminster, let
at 34*l*. per annum—sold for 620*l*.
Freehold ground-rent of 30*l*. per annum secured on twelve
houses in East-street, Walworth—sold for 1700*l*.
Leasehold, eight houses, Nos. 688, 690, 692, 694, 696, 698, 700,
and 702, Old Kent-road, producing 137*l*. 17*l*. 6*l*. per annum,
term 79 years from 1800, at 21*l*. 17*l*. 6*l*. per annum—sold
for 570*l*.
Leasehold, two houses, Nos. 70 and 72, Pratt-street, Camden-
town, producing 56*l*. per annum, term 63 years from 1820,
at a peppercorn—sold for 429*l*.
Freehold, two cottages, situate at Skym Bromley, Kent,
producing 21*l*. per annum; also a ground-rent of 2*l*. 2*l*. on
a house at same place—sold for 245*l*.
Freehold, plot of ground, situate at Farnborough, Kent—sold
for 82*l*.
Freehold, No. 15, Chark's-buildings, East-street, Greenwich,
annual value 15*l*.—sold for 150*l*.

Tuesday, Aug. 3.

By Messrs. DEBENHAM, TEWSON, and FARMER, at the Mart.
Leasehold residence, No. 12, York-place, Baker-street, Port-
man-square, term 184 years unexpired, at 15*l*. 15*l*. per
annum, and underlet for the whole term at 200*l*. per
annum—sold for 1240*l*.

By Messrs. CHINNOCK, GALSORTHY, and CHINNOCK,
Leasehold house and manufacturing premises, No. 38, Crim-
solt-street, Gracechurch, Bermondsey, term 224 years un-
expired, at 40*l*. per annum—sold for 200*l*.
Leasehold premises, used as a fencing-school, situate in
Crown and Sceptre-court, St. James's-street, let at 105*l*.
per annum, term 394 years unexpired, at 21*l*. 15*l*. per
annum—sold for 1000*l*.

Thursday, Aug. 5.

By Mr. F. I. SHARP, at Gurraway's.
Freehold estate, situate at Hanwell, comprising a residence,
stabling, buildings and land, 14a. 2r. 12p.—sold for 3520*l*.
Absolute reversion to one-fourth of 2207*l*. 10*l*. consols, sub-
ject to a mortgage debt of 290*l*, payable on the death of a
life aged 72 years—sold for 304*l*.
Leasehold residence, No. 29, Athearn-road, Peckham, let at
20*l*. per annum; term 98 years from 1867, at 3*l*. 15*l*. per
annum—sold for 100*l*.
Leasehold, three residences, Nos. 21, 23, and 25, Athearn-
road, producing 60*l*. per annum, term the same as above, at
11*l*. 5*l*. per annum—sold for 550*l*.
Leasehold, three residences, Nos. 3 to 5, Gloucester-terrace,
Chancery-road, Dulwich-road, term 99 years from 1868, at
16*l*. 10*l*. per annum—sold for 780*l*.
Leasehold residence, No. 6, Gloucester-terrace; term same
as above, at 6*l*. per annum—sold for 205*l*.
Leasehold, four residences, Nos. 1 to 4, Russell-terrace, Mil-
ton-road, Dulwich, term 99 years from 1868, at 6*l*. each per
annum—sold for 310*l*. each.
Leasehold two houses, Nos. 1 and 2, Priory-cottages, Cres-
cent-road, Croydon, producing 31*l*. 4*l*. per annum, term
99 years from 1865, at 3*l*. 2*l*. 6*l*. per annum—sold for 260*l*.
By Mr. O. WALKER, at the Greyhound-inn, Chadwell-heath.
Freehold five plots of building land, at same place—sold for
from 30*l*. to 42*l*. per plot.

ELECTION LAW.

It appears that the hire of court-houses and the
reception of the judges for the trial of election
petitions have cost 5000*l*. The amounts voted on
account of the expenses of the trials of election
petitions reach a total of 18,750*l*. It is explained
that the 8000*l*. required by the education depart-
ment represents the probable expense to 31st
March 1870, of the commission to be appointed
upon the passing of the Endowed Schools Bill.

**ELECTION PETITIONS.—SOUTHAMPTON AND
TAMWORTH.**—Mr. Justice Willes attended on
Monday at the judges' chambers to hear applica-
tions on election petitions. His Lordship last
week heard an application in the Southampton
petition, and a further application was made on
the present occasion on the part of Mr. Hoare, the
sitting member. On the former occasion Mr.
Justice Willes ordered 500*l*. out of the 1000*l*.
deposit to be paid to Mr. Russell Gurney, M.P.,
on his taxed costs, but he could not make the
order to Mr. Hoare, as his costs had not been
taxed. It was intimated that next term the vexed
question of costs on election petitions would be
brought before the Court of Common Pleas. In
the Tamworth election petition an application was
made on the part of the petitioner for the deposit
money. Mr. Justice Willes said he must have
proof that the witnesses had been paid as pro-
vided by the Act. His Lordship made the order
subject to the affidavit for the return of the deposit
money.

SOLICITORS' JOURNAL.

NOTES OF NEW DECISIONS.

**MISTAKE.—BILL TO RECTIFY.—DEMURRER
OVERRULED.**—The plaintiff entered into a con-
tract with the defendants to execute certain
works for a gross sum. Appended to the con-
tract was a schedule of quantities, in which the
plaintiff had set out in detail the items making
up the gross sum. Before the completion of the
works the plaintiff discovered that there were
several manifest mistakes in the schedule, and
he thereupon filed a bill to have them rectified,
alleging that they were known to the defend-
ants' agents either at the date of the contract,
or soon afterwards. To this bill the defendants
demurred for want of equity. Demurrer over-
ruled, with costs: (*Neill v. Midland Railway
Company*, 20 L. T. Rep. N. S. 864. Rolls.)

CREDITORS UNDER ESTATES IN CHANCERY.

LAST DAY OF PROOF.

BAZIN (Chas.), 4, Leadenhall-street, E.C. Aug. 24; F.
Taylor, solicitor, 18, Laurence Pountney-hill. Nov. 3;
HARDYMENT (J. M.), Wymondham, Norfolk. Oct. 11;
Winter and Francis, solicitors, Norwich. Nov. 8; V.C.S.,
at twelve.
HOLT (James), Derby. Sept. 15; W. Hunt, solicitor, 4,
Gray's-inn-square. Nov. 3; V.C.M., at one.
HUGHES (John Young), Park-row, Greenwich. Sept. 1;
W. B. Tarrant, solicitor, 2, Bond-court, Walbrook. Nov. 1;
V.C.M., at twelve.
JACOBSON (Jno.), Upper Woburn-place. Oct. 1; Spyer and
Son, solicitors, 1, Winchester-house, Old Broad-street,
E.C. Nov. 2; V.C.J., at twelve.
LANGSTON (Edwd.), Ventnor, Isle of Wight. Oct. 1; J.
Layton, solicitor, 1, Rokeby-place, Stratford. Nov. 3;
V.C.J., at twelve.
RUTTER (A.), 26, Lupus-street, Pimlico. Aug. 16; A. J.
Murray, solicitor, 29, Great St. Helens, E.C. Oct. 29;
M. R., at eleven.
TIBBEY (Wm.), 39, New Bond-street. Sept. 21; C. J. Wag-
horn, solicitor, 310, Kennington-park-road. Nov. 1; V.C.S.,
at one.
WISE (James), Assembly House, Kentish-town. Sept. 30;
J. H. Grant, solicitor, 290, Kennington-road. Nov. 9;
V.C.J., at twelve.

CREDITORS UNDER 22 & 23 VICT. c. 35.

Last day of Claim, and to whom Particulars are to be sent.

BLOWER (John), Raglan-street, Wolverhampton. Aug. 18;
John Riley, solicitor, 32, Queen-street, Wolverhampton.
COLLINS (Sarah), 1, Tonsley-hill, Wandsworth. Sept. 1;
G. L. P. Eyre and Co., solicitors, 1, John-street, Bedford-
row.
DANIELL (Thos.), West Bergholt, Essex. Sept. 29; Neck
and Dennis, solicitors, Colchester.
GRANT (John), 34, Essex-street, Strand. Sept. 1; E. J.
Jennings, solicitor, 1, Mitre-court-buildings, Temple.
HILL (Win.), 18, Watloo-place, Shepherd's Bush. Sept. 1;
G. L. P. Eyre and Co., solicitors, 1, John-street, Bedford-
row.
HOOKHAM (E. T.), 78, Great Titchfield-street. Sept. 1;
Tatham, Curling, and Co., solicitors, 3, Frederick's-place,
Old Jewry.
LOMACH (Johnson), Bolton, Lancashire. Oct. 1; J. Green-
hagh, solicitor, 8, Acersfield, Bolton.
LUCAS (Elizabeth), Louth, Lincolnshire. Sept. 30; Mason
and Falkner, solicitors, Louth.
MAYO (James C.), Pickford-place, Brixton-road. Sept. 1;
H. and Chester, 86, Newington Butts, S.E.
MOTT (John), Close, Lichfield. Sept. 1; Mullings, Ellet, and
Co., solicitors, Cirencester.
NORTH (Edward J.), 119, Blackfriars-road. Aug. 31; F.
Keene, solicitor, 5, Great George's-circus, Blackfriars-
road.
PEASGOOD (Henry), High-road, Tottenham. Nov. 7; T.
Horwood, solicitor, 8, Warnford-court, E.C.
SHUTTER (Joseph), Great Marton, Blackpool. Aug. 31; T.
H. Devonshire, solicitor, 1, Frederick's-place, Old Jewry.
WALTERS (Henry), 16, Camden-crescent, Bath. Oct. 1;
Walters, Yong, and Co., 9, New-square, W.C.

The death of Mr. W. S. Rutter, the coroner for
Salford, is announced. The deceased gentleman,
who was seventy-seven, had held the office for
thirty-seven years.

The Master of the Rolls has delivered judgment
in the case of a petition which the Incorporated
Law Society of Liverpool had presented to the
court, complaining of the dishonest conduct of Mr.
Joseph Best, a solicitor practising at Liverpool,
towards a client. The case was heard on a pre-
vious day, Mr. Wickens being counsel for the
petitioners, and Mr. Ince for Mr. Best. It ap-
peared that Mr. Best had been employed by a
gentleman who died in 1866, and afterwards by his
sister as administratrix. She required him to
make out his bill of costs against her. The bill
was subjected to the scrutiny of the taxing-master,
and it was discovered that Mr. Best had given no
credit for two payments of 275*l*. and 191*l*. which
he had received. Lord Romilly said he was of
opinion that the evidence established the allega-
tions of the petition. He could not pass over the
case without reprehension. Mr. Best must be sus-
pended from practising for ten years. It would be
open, however, to Mr. Best to lay before the court
any facts which he might think would modify the
judgment now delivered.

At the Devon assizes Mr. Justice Lush disposed
of a singular case of forgery, the first one of the
kind he said which had ever come before him.
The accused, William Downes, was charged with
forging and uttering a promissory note for 150*l*.
It was a singular document, made out as follows:
—"1.5.0.0.0.0. 1867 Ap. 23 Promise to pay to G.
Harvey the sum of 1.5.0*l*. Value Receive Being part
of a Mortgage of 6.5.0.0.0.0. on 57 and 58 Higher un-
St. Torquay. Wm. Downes Joseph Kentisbeer—
Witness Wm. Holland." The prisoner received

from Mr. Harvey, the prosecutor, 150*l*. as part
of a mortgage on 650*l*. on the property in question,
and on the security of the note. It turned out
that the signature of Joseph Kentisbeer was a
forgery. Yet, strange to say, Mr. Kentisbeer,
when sued for the value on the note, paid 175*l*.,
the debt and costs. The point raised was whether
after this payment the prisoner could be prose-
cuted. The judge, after conferring with Mr.
Justice Keating, ruled against the prisoner, who
was found guilty of uttering the note, but on
account of the peculiarity of the case his Lord-
ship inflicted a light punishment—one month's
imprisonment.

CHANCERY DIVIDENDS.—The following has
been addressed to the editor of the *Times*:—"Sir,
—Your announcement in the *Times* of to-day that
we are to receive the comfort of having our
Government dividends transmitted to us by post
induces me to entreat you to favour me by giving
utterance to a misery of my life upon a cognate
subject—Chancery dividends. Nearly forty years
ago my father lent some money, which authorised
him to receive dividends in Chancery, little
dreaming when he did so that he was entailing on
me, his eldest son and chief executor, a veritable
nuisance to last to the end of my life. During my
father's life I used to receive the dividends for
him personally by power of attorney. On his
decease we, the executors, had to petition the
court to be allowed to receive the dividends, the
cost of which was, I think, about 16*l*. For a
series of years the executors were obliged to go
together to receive these half-yearly dividends, in
that respect differing from the Bank of England,
and giving more unnecessary trouble. This con-
tinued until bodily infirmity hindered my mount-
ing the stone and iron stairs and bridge in
Chancery-lane, when we, the executors, gave a
power of attorney to our bankers to receive for
us, which power is supplemented at each divi-
dend with separate certificates that we are both
alive, for the death of either would necessitate
another petition, and I presume another 16*l*.
bill of costs, which my executors in due time
will discover. This mode went on until further
infirmity prevented me from attending a police-
court to obtain the certificate, and I am reduced
to be a trouble and annoyance to some friends I
have in the magistracy of the county, asking them
to visit my chamber and sign the certificate. I
hate asking it. These gentlemen are above me in
rank and fortune, and nothing but sheer necessity
warrants my asking such a favour from them.
Now, Sir, it is utterly hopeless to expect aid or
reformation in this matter save from the Lord
Chancellor himself. The *esprit de corps* of the
lawyers, and waifs and strays of which they have
long been the recipients, render hope of assistance
from them very futile. There really is no cause
in this case why the dividends should not be sent
to the recipients as railway companies send them.
Our numbers are few, and I imagine we all have
banker's books. We have now a Lord Chancellor
who is believed to be friendly to the commonalty.
He may emulate the Chancellor of the Exchequer,
and give relief also to us in our own Court of
Chancery. The bill of costs I do not care about:
it is plucking a feather from me, and does not
hurt me much; others may feel it more keenly,
but the annoyance is detestable, in which forlorn
hope I entreat you, Sir, to give insertion to this,
and help, if you can,—AN EXECUTOR."

THE BENCH AND THE BAR.

MIDDLESEX SESSIONS.

Monday, Aug. 2.

(Before Mr. Serjeant Cox.)

Arrest of Mr. Brierley, the barrister—Scene in court.

Mr. Brierley, the barrister, who had taken his
seat near the bench, rose and said: My Lord, will
you permit me to make a complaint of one of the
officers of this court?

Mr. Serjeant Cox.—What is your motion?

Mr. Brierley.—My Lord, I demand an audience.

Mr. Serjeant Cox.—What is your motion?

Mr. Brierley, raising his voice and staring wildly
at the judge.—Your Lordship is aware that I have
been robbed of my stones. A policeman took them.

Mr. Serjeant Cox.—I cannot interfere.

Mr. Brierley.—You can; you have the juris-
diction.

Mr. Serjeant Cox.—I cannot have the business
of the court interrupted. If you do not desist I
shall have to adopt another course.

Mr. Brierley.—You dare not. I dare anyone of
you. Recollect what happened to the Lord Chief
Justice of England. He was impeached before the
House of Lords. You tell me that you have no
jurisdiction in your own court; that a policeman
in your court you have no power over.

Mr. Serjeant Cox.—It is for a magistrate.

Mr. Brierley.—Order me back my property. I
have been robbed of my property. The policeman
has got my stones.

Mr. Serjeant Cox: I shall order you into custody.

Mr. Brierley: You dare not. No one dare.

Mr. Serjeant Cox: Remove him and take him into custody.

Mr. Brierley (shouting at the pitch of his voice): None dare; none dare. No one dare.

The scene in court now became a painful one. Mr. Horsall, the beadle of the court, went towards where Mr. Brierley was seated and caught hold of him, and he resisted violently. Three other officers then approached them, seized Mr. Brierley, and lifted him off his seat. He shrieked and shouted "Are you all cowards. This is Judge Jeffreys again. Where is coward Ribton? Will no one resent this outrage?" While he was yelling the four officers dragged him out of the bar, and the barristers present said "Gently, gently, gently." The poor old gentleman's wig fell off, and it was trampled under foot. Everybody in court, except the judge, rose and tried to get a glimpse at the long grey beard of the prisoner as he was being carried by his head and his heels through the crowded crowd. He had to be carried through the whole of the court, and as he was being taken down to the cells he was heard shrieking, "Cowards! Outrage! You dare not."

Cooper then addressed the court, and said that there was no one in court who could but view with pity the scene of to-day. Mr. Brierley had only a sister, who allowed him a small weekly sum to support himself, and that was all that he had to live upon. Although she allowed him all that she could, he did nothing but attack her for her penury. The time had now come when something ought to be done. It would be well if something were done, and the poor gentleman were got into one of those charities which exist in the metropolis. About his state there could be no doubt after what had occurred that morning.

The judge said that it was intended to take a step of that kind. Two medical gentlemen would see Mr. Brierley, now that he was in custody.

Mr. Cooper then said that he was afraid that if that were not done mischief would occur, for he had seen Mr. Brierley pursuing boys in the street with a big stick, and he was very violent. The affair of the policeman taking the stones this morning was brought about in consequence of Mr. Brierley's bringing two very large stones to the court, and it was thought dangerous to leave them with him.

The subject then dropped, and it was rumoured that Mr. Brierley was to be sent to Colney Hatch asylum. He is at present in the House of Detention.

COURT OF BANKRUPTCY.

Friday, July 30.

(Before Mr. Commissioner HOLROYD.)

Re WILLIAM GILL.

The bankrupt, who was described as of 94, Talbot-road, Bayswater, lately of 40, Chancery-lane, barrister-at-law, applied to pass his examination and for an order of discharge. He thus states the cause of his inability to meet his engagements: From having been disbarred by the Benchers of the Inner Temple and precluded from following his profession for a period of about eighteen months, from Nov. 1867 to March 1869, and from losses sustained by the holding shares in public companies now in liquidation as trustee for other persons." The list of creditors includes the liquidators of the Blakely Ordnance Company for £900l., the total amount due to the general body of the creditors being 14,898l. The assets are thus returned: Good debts, 140l.; property surrendered to the assignees, 60l.; leaving a balance of deficiency of 14,698l.

H. Linklater, who appeared for the assignee, said he had received a letter from his client, instructing him not to offer any opposition.

Mr. Commissioner HOLROYD said that at present no information had been given in regard to the deficiency which appeared on the accounts. His Honour asked for an explanation of that item.

Linklater said the deficiency arose mainly in consequence of liabilities on account of the Blakely Ordnance Company. He believed those liabilities brought the bankrupt here.

In reply to the learned COMMISSIONER,

Mr. Gill explained that the shares were placed in his name during arrangements with Mr. Kent, and in the mean time the company went into liquidation. The Master of the Rolls held that, although he was a bare trustee, yet that, as his name appeared on the register, he was liable for calls; and this was one of the causes of his failure.

After some further explanation with reference to another company in which the bankrupt held shares,

His Honour said that, in the absence of opposition, the bankrupt might pass and receive his order of discharge.

Whitehall, July 29. — The Queen has been pleased to direct letters patent to be passed under the Great Seal granting the dignity of Knight of

the United Kingdom of Great Britain and Ireland unto James Cockle, Esq., Chief Justice of the Supreme Court of the colony of Queensland.

Mr. Murphy, junior counsel of the Munster Circuit, died suddenly at Cork. He had attended circuit, and was in the courts up to a short time before his decease. The cause of death was an affection of the brain.

An action for libel has been commenced by Mr. A. N. Laughton, a barrister, of Douglas, Isle of Man, against the bishop of the diocese. It appears that some months since there was a dispute between the bishop and the Rev. W. Braddan as to the right of presentation, and the bishop caused a Bill to be introduced into the Manx Legislature, which was opposed by Mr. Laughton, who spoke strongly of the bishop. His Lordship, in a charge just delivered, spoke of Mr. Laughton's "slandorous statements," "uncharitable imputations," and "calumnious assertions," adding that Mr. Laughton had "borne false witness against his neighbour." Hence the action. The damages are laid at 1000l.

DEATH OF MR. HENRY LEIGH TRAFFORD. — Mr. Trafford, the stipendiary magistrate of the Salford hundred division of Lancashire, died on Saturday, in Wales, where he had gone to reside for a short time for the benefit of his health. During the month of June he took holidays because of ill health, but returned much recruited in strength. A relapse occurred about ten days ago, when the county magistracy granted him leave of absence till the 12th Aug., and he had gone to Wales to spend the interval. He has held the appointment of stipendiary magistrate twenty-five years. Mr. Trafford was occasionally a little eccentric in his manner, but was an able magistrate, and his decisions could rarely be taken exception to. At the Salford borough court on Monday morning, his brother magistrates passed a vote expressing regret at his loss, and stating that the Bench desired to record its high sense of the impartiality and ability which he had uniformly displayed in the discharge of the important duties of his office. The resolution also expressed sympathy with Mrs. Trafford in her bereavement. At the county police-court, Strangeways, a similar resolution was also recorded by the county magistrates.

MAGISTRATE AND PARISH LAWYER.

READINGS OF NEW STATUTES.

THE WINE AND BEERHOUSE ACT 1869. (a)

(Continued from page 264.)

We have already referred to some of the questions which arise upon the 15th section. Clerks to magistrates and others interested in the matter are already inquiring if the clause will prohibit a beerhouse keeper from entertaining his friends gratuitously, and from supplying refreshments to "lodgers" and "travellers" during such times as he was lawfully permitted to entertain such person respectively prior to the passing of the Act under consideration. These points are left in considerable doubt, and must eventually be determined by one of the Superior Courts.

As to friends entertained gratuitously we have already observed that although in verbal strictness the section might include them, yet such a construction would not probably be supported.

As to "lodgers" and "travellers" the section is not altogether free from doubt. It enacts very plainly that "if any person shall suffer beer or cider to be drunk in his house at any time during which the house ought by law to be closed, he shall be liable, &c." It may be argued that this section will prevent lodgers and travellers being served by beerhouse keepers during the prohibited hours on the following grounds: 1. That inasmuch as the section repeals by implication all prior enactments inconsistent with it, the exemptions in former Acts in favour of lodgers and travellers are repealed. 2. That it was the intention of the Legislature to close beerhouses entirely during the prohibited hours, and to prevent drinking therein by lodgers and travellers as well as other persons. 3. That lodgers and travellers will still be entitled to obtain wine in refreshment houses, and refreshments in licensed inns and taverns as heretofore.

On the other hand, it may be contended very forcibly that the section does not extend to "lodgers" or "travellers" for the following reasons: First, that in the face of previous legislation, if it had been intended to take away the privileges of lodgers and travellers, such parties would have been expressly named. Secondly, that by the second Schedule certain

enactments which are inconsistent with this Act are expressly repealed, and if it had been intended to repeal the clauses in former Acts in favour of lodgers and travellers, such clauses would also have been expressly repealed. Thirdly, that it would be a great hardship upon lodgers and travellers if they were not permitted to obtain refreshment in beerhouses during such times respectively as they may now do so by law, and that their rights cannot be taken away merely by implication.

Although there is much to be said on both sides of the question, we are, after further consideration, rather inclined to the opinion that lodgers and travellers will not be held to be included in this very vague and sweeping clause, and, therefore, that so far as such persons are concerned the law remains as it was prior to the passing of the Act.

If sect. 15 is difficult of interpretation, sect. 16 is equally so. It is as follows: "Where any person licensed under any of the said recited Acts to sell beer, cider, or wine by retail, or any person licensed under the said Act of the ninth year of the reign of King George the Fourth, is convicted of keeping his house open for the sale of or of selling beer, cider, wine, spirits, or any other exciseable liquor, or of suffering the same to be drunk in such house at any time during which such house ought, by law, to be closed, any person (other than the servants or inmates of such house) present in such house at such time shall, unless he account for his presence to the satisfaction of the justices having cognizance of the case, be liable on summary conviction to a penalty not exceeding forty shillings for each offence."

It will be seen that although sect. 15 does not extend to wine, sect. 16 extends not only to beer-houses, but to winehouses, and also to alehouses licensed under 9 Geo. 4, c. 61. It is important to observe that it applies only where a conviction has taken place for unlawfully keeping open, or selling, or suffering beer, &c., to be drunk under sect. 15. Of course the 15th section cannot be extended to either wine, or to inns or taverns by any implication to be drawn from the 16th clause.

The section under discussion, although entirely novel, is in accordance with the spirit of modern legislation. The principle involved is just, but the wording of the section is such as to render it almost impossible to prophesy the extent to which it will be carried. The intention undoubtedly is that persons who by their presence are countenancing the commission of an offence, shall be treated as *particeps criminis* with the keeper of the house. Some curious queries, however, arise upon the section. The following are two of them:—First, Does it extend to guests supplied gratuitously, or to "lodgers" and "travellers" who may be present? As to beerhouses, the answer to this query will probably depend upon the construction which is put upon sect. 15, but it may be forcibly argued that the section extends to the above-mentioned parties, as "servants and inmates" are expressly exempted from its operation. As to winehouses and inns and taverns, it is clear that lodgers and travellers may be present therein during such times as they may respectively be served with refreshments. Secondly, Does it extend to informers and to police constables who enter houses in plain clothes for the purpose, not of cautioning the keeper of the house, and thus preventing a breach of the law, but of detecting him in the commission of an offence? Will these persons fall into the trap which they attempt to set for others, and share in the punishment of their victims? The only persons exempted are the "servants and inmates of the house." But probably an officer of police will be able to "account for his presence to the satisfaction of the justices."

It will be observed that this section cannot come into operation until the licensed person has been actually convicted, and it will be necessary to allege the conviction in the information against a person present, within the meaning of the clause, and to prove the conviction at the hearing.

The exemption of persons who account for their presence to the satisfaction of the justices having cognizance of the case, cannot be regarded as satisfactory. Penal enactments ought to be clear, and offences well defined. The law ought to be certain, and administered in like manner throughout the kingdom. What one bench of justices may consider a good explana-

(a) By T. COUSINS, Solicitor, Portsea.

tion may be looked upon by another bench as unsatisfactory, and *vice versa*, thus rendering the law uncertain, and exposing it to just criticism.

The 17th section provides that in the following cases; that is to say (1), where any person is convicted of an offence against the tenor or conditions of a licence granted to him under any of the recited Acts, or of an offence for which a penalty is imposed by any of the recited Acts; (2) where any person is convicted of an offence against the tenor of an alehouse licence, if any previous conviction or convictions since the passing of this Act for any of the said offences be proved against him, the offence of which he is last convicted shall be deemed to be a second or third offence, as the case may be; provided that the said previous conviction or convictions did not take place within the five years next preceding. The words "said offences" above used doubtless refer to offences under the 15th and 16th clauses of the present Act, and not to the offences alluded to in the first and second parts of the section under consideration. It is scarcely necessary to observe that previous convictions must be proved.

By sect. 18 it is provided that houses or shops licensed for the sale of table beer (24 & 25 Vict. c. 21, s. 3), and all premises on which any person is authorised by virtue of an additional licence to sell beer by retail (26 & 27 Vict. c. 33, s. 1), and all persons holding such licences, shall be subject and liable to all and every the regulations, restrictions, inspections, and penalties, as to times of opening and closing of houses and conduct of persons conducting and carrying on the trade to which beerhouses and persons licensed to keep the same are subject and liable under the several statutes relating thereto. From this and previous sections it is clear that one of the objects of the statute is to place all kinds of houses where beer is sold under the same discipline and penalties.

The 19th clause has already been commented upon to some extent. It enacts that "where on the 1st of May, 1869, a licence under any of the said recited Acts is in force with respect to any house or shop for the sale by retail therein of beer, cider, or wine, to be consumed on the premises, it shall not be lawful for the justices to refuse an application for a certificate for the sale of beer, cider, or wine, to be consumed on the premises in respect of such house or shop, except upon one or more of the grounds upon which an application for a certificate under this Act in respect of a licence for the sale of beer, cider, or wine, not to be consumed on the premises, may be refused in accordance with this Act:" (see sect. 8.)

To this section there are three provisos which are as follows:—"1. Where a person licensed in respect of such house or shop to sell therein by retail beer, cider, or wine, to be consumed on the premises is convicted, after the passing of this Act, of more than one offence against the tenor of his licence, or of more than one offence for which any penalty is imposed by any of the said recited Acts, the justices by whom such person is convicted may, if they think fit, order that the house or shop shall, for the purposes of this section, be thenceforth deemed to be a house or shop in respect of which no licence for the sale by retail of beer, cider, or wine, was in force at the time of the passing of this Act. 2. Every holder of such licence shall, when required by any two justices, be bound to produce his licence under a penalty not exceeding 10*l.*, to be levied in default of payment, on the order of such justices, by distraint upon his goods and chattels. 3. No conviction under the powers and provisions of this Act shall be deemed to affect any licence in force as aforesaid, unless the justices by whom such conviction was adjudged shall have directed their clerk to record, and the clerk shall have recorded on the licence the fact of that conviction."

It has been customary for the summons served upon a person for an offence under the Alehouse, Beerhouse, and Refreshment House Acts to contain a notice to produce the licence. The 2nd proviso above mentioned requires the holder of a licence to produce it when required by any two justices, and to meet this it is suggested that the summons shall still require the licence to be produced under the penalty of 10*l.*, but that it shall be signed by two justices instead of one as heretofore.

The Act is not to affect: First, the privileges heretofore enjoyed by any university in England,

or the chancellor, masters, and scholars, of the same, or their successors. Secondly, the privileges heretofore enjoyed by the masters, wardens, freemen, and commonalty of the vintners of the City of London, except as to those freemen of the said vintners who have obtained their freedom by redemption only. Thirdly, the privileges heretofore enjoyed by the mayor or burgesses of the City of St. Albans, in the county of Hertford, or their successors. Fourthly, the right of any person who is duly authorised by justices of the peace to keep a common inn, alehouse, or victualling house to take out any excise licence. Fifthly, the grant of any occasional licence, or the power of any person duly authorised by the Excise to sell beer, spirits, or wine at any fair or public races.

The following parts of former Acts are repealed (sect. 21 and the second schedule):—

11 Geo. 4 & 1 Will. 4, c. 64. So much of section 2 as requires the grant of an excise licence under the provisions of the Act to be made within ten days after application has been made for the same.

4 & 5 Will. 4 c. 85, sects. 2, 3, 8; and 9, 3 & 4 Vict. c. 61, ss. 2 and 3; so much of sect. 4 as enacts that in any extra-parochial place, or places where no rates are made or collected for the relief of the poor, a person applying for a licence shall produce to and deposit and leave with the proper officer of Excise who granted such licence a certificate in writing, signed by two inhabitant householders of the township or place, certifying that the party applying is the real resident in and occupier of the dwelling house sought to be licensed; and also certifying the true and real annual value of the same with the premises occupied therewith, according to the best of their judgment and belief: (ss. 5 and 6.)

23 Vict. c. 27, ss. 13, 14, and 15; 24 & 25 Vict. c. 21; so much of sect. 3 as renders it unnecessary that the person applying for a licence shall produce any certificate.

NORFOLK CIRCUIT.—BEDFORD SUMMER ASSIZES.

Friday, July 23.

(Before Lord Chief Justice COCKBURN.)

REG. v. MANN.

Rape—Indecent assault—Procedure.

Upon an indictment for rape the evidence failed to support that charge, but there was abundant proof of an indecent assault.

Held, per Cockburn, C. J. that the proper course was to direct the jury to acquit the prisoner of the offence charged, and to prefer an indictment for the minor offence of indecent assault. As the grand jury had been discharged he bound over the prisoner to answer an indictment for indecent assault at the sessions.

The prisoner, Charles Mann, was indicted for a rape on one Sarah Stringer at Maulden, on the 14th May 1869. Daniel Smith was also indicted for feloniously aiding and abetting the said Charles Mann in the commission of the said felony. The evidence against Smith was very slight, and the Chief Justice at an early stage charged the jury with respect to him, and he was acquitted, being then admitted as a witness for the prisoner Mann. The evidence against Mann failed to substantiate the charge of rape and by the direction of the learned judge, he was acquitted, but as the grand jury were discharged the Lord Chief Justice ordered him to enter into recognizances to appear to answer a charge of indecent assault at the next sessions.

Abdy for the prosecution; Merewether for the prisoner.

In the case of *Reg. v. Dungay*, 4 F. & F. 99, and note thereon, it was held that after an acquittal for rape that it was competent to prefer a charge for assault, and by the procedure in this case it seems that a charge of indecent assault may be preferred after an acquittal for rape.

CLERKENWELL POLICE COURT.

Friday, July 30.

LIABILITY OF ASSIGNEES—LOCAL RATES.

Mr. Charles Cheston, manager of the National Bank at the Camden-town branch, was summoned, at the instance of the vestry of the parish of St. Mary, Islington, to show cause why he, being the trade assignee of Mr. Spearing, now a bankrupt, and at the time of his bankruptcy the owner of the houses, 40, 41, 42, and 43A, Hungerford-road, Camden-road, Islington, does neglect to pay to the said vestry the sum of 68*l.* 2*s.* 4*d.*, the fair apportionment of the expenses towards the paving and widening the roadway of Hungerford-road.

Mr. Dewey, chief clerk to the vestry, supported the complaint. The defendant did not appear, nor was he represented by solicitor or counsel.

Mr. BARKER said it was a very difficult case,

and remarking that he was of opinion he had no power to make the order on the defendant, suggested that the case had better be adjourned to see if a settlement could not be come to between the parties.

Mr. Dewey, on the case being called on, said no arrangement had been come to between the defendant and the vestry, and therefore he had to ask that the case might be allowed to proceed, and that an order for the payment of the money claimed, with costs—for the vestry had been put to much expense, by having to attend at the court with witnesses and books, through the defendant's neglect—might be made.

Mr. BARKER remarked that even if the case were gone on with, he had still a doubt whether he could make an order on the defendant, who was not the owner, but only the trade assignee of a bankrupt's estate.

Mr. Dewey said he had come prepared to meet that objection, and called the attention of the court to the duties and responsibilities of a bankrupt's trade assignee, as laid down by Petersdorff in his work on the Bankruptcy Laws. Without that he had no doubt about the matter, for the words of the 250th section of the 18 & 19 Vict. were evidently intended to meet such a case as this, and not only this court, but all the other courts in the metropolis, had acted upon them. By that section it was enacted, that the word "owner" should mean the person for the time being receiving the rack rent of the lands, or in connection with which the same word is used, whether on his own account or as agent or trustee for any other person, or who would receive the same if such lands or premises were let out at a rack rent. He contended that that section gave the magistrate power to make the order asked, and there could not be the least doubt that if the defendant received the rack rent of the houses in question—and it was admitted by himself that he was the trade assignee, and therefore the only person entitled to receive them—he was to all intents and purposes the owner.

Mr. Alexander asked if the defendant had given any reason why he did not pay the money.

Mr. Dewey replied that he had given none. Before coming to the court a clerk from the defendant had been to the offices of the vestry, and had offered to compromise the matter by paying a portion of the sum demanded, but as the acceptance of it would have been grossly unfair to the other owners of property in the same road, it had been declined, and the clerk had been informed that the vestry would take all proper steps to compel compliance with the demand.

Mr. BARKER: You may take the order for what it is worth.

Mr. Alexander: Recollect, if any trespass is committed in the execution of the warrant of distress, the vestry will be liable, not the magistrate.

Mr. Dewey said care would be taken in that matter. He then applied for costs, remarking that the defendant had put the vestry to all the trouble and expense that he could.

Mr. BARKER, again remarking that Mr. Dewey might take the order for what it was worth, said he would allow the vestry 2*l.* 6*s.* for costs.

The matter then terminated.

DOGS.—In the first quarter of the year 1869 381,476 dog licences were issued by the Post Office in Great Britain, 340,613 in England and Wales, and 40,863 in Scotland.

Capt. Coote, the high sheriff of Monaghan, has been superseded by the Lord-Lieutenant, in consequence of not appointing another sub-sheriff after the jury panel at the Spring Assizes had been quashed for partiality.

ROYAL SOCIETY FOR PREVENTION OF CRUELTY TO ANIMALS.—The forty-fifth annual meeting of the friends and supporters of the above society was held at Willis's Rooms, under the presidency of the Earl of Harrowby. Mr. Colam the secretary, read a long report, detailing the operations of the society during the past year, which have been of a most extensive and satisfactory character; 1200 convictions had been obtained by the society against persons guilty of cruelty to animals, mostly in the case of horses. The attention of the society had also been directed to the transit of cattle and poultry by railway, to the shearing of sheep in cold weather, to the cropping of dogs' ears, to the muzzling of dogs in hot weather, &c., and many modifications of the existing evils had been effected. By the efforts of the society the practice of vivisection, once so prevalent in France, had almost ceased in that country. The continental and colonial societies, acting in co-operation with this society, were in active operation, and several societies had been formed in the United States to promote the object sought by the society in England, and donations to the amount of 260*l.* had been received during the year, and the subscriptions amounted to nearly 3000*l.* The chairman said he felt the work carried on by the society was beneficial alike to

animals and to mankind. The Bishop of Gloucester, Earl Romney, the Rev. Prebendary Jackson, Capt. Bethune, and several other gentlemen having addressed the meeting, the report was adopted, and a vote of thanks to the chairman concluded the proceedings.

EXTRAORDINARY SCENE IN A COURT.—A very unusual occurrence was witnessed in the Dundee Small Debt Court, at which Sheriff Smith presided. While the sheriff was giving judgment in a case, a person in the back of the court-room commenced to speak in a loud voice, and soon became so demonstrative that his Lordship was quite unable to proceed. It appeared that the excited individual was William Ogilvy, fisher, who had been on several occasions convicted of selling meat unfit for human food. The macer entreated Ogilvy to leave the court, but he persistently declined, proceeded to address the sheriff in violent language, and conducted himself with great indecorum, until taken into custody and brought to the bar. The Sheriff: What is your name?—Ogilvy: It is William Ogilvy, the renowned tink. I have been before you often; you ken me fine.—The sheriff then asked the clerk to read the sentence, which he did as follows:—"A man in court, who gives his name as William Ogilvy, having interrupted the proceedings of the court, being in a state of intoxication, the sheriff-substitute finds him guilty of contempt of court; therefore sentences and adjudges him to be imprisoned in the prison of Dundee for ten days from this date, and grants warrant to the officers of court to conduct him to the said prison accordingly." Ogilvy: Then I will go; but mind, I am not drunk. An action to which Ogilvy was a party was called at a subsequent stage of the proceedings, but, in consequence of what had taken place, was continued till next court.—*Dundee Advertiser.*

REAL PROPERTY LAWYER AND CONVEYANCER.

ELEMENTARY PRECEDENTS IN CONVEYANCING. (a)

A Collection of practical Forms designed for professional Use, and suited to the Emergencies of actual Practice, with Notes.

(Continued from page 266.)

RECITALS.

140. Recital of a mortgage of leaseholds to building society.

Whereas, by an indenture dated, &c., and made between the said A. B. of the one part, and C. D., E. F., and G. H., trustees of the Benefit Building Society, of the other part, after reciting that the said A. B. was a member of the said society, and as such entitled to receive out of the funds thereof the sum of £ , in respect of shares held by him therein, on giving the security in respect thereof required by its rules. It was witnessed that, in consideration of £ then paid by the said trustees out of the funds of the said society to the said A. B., the premises in the said indenture of lease, particularly mentioned and described, with the appurtenances, were assigned unto the said trustees, their executors, administrators, and assigns, for the residue of the said term of years, subject to the rents and covenants in the said lease reserved and contained upon trust for the said A. B., his executors, administrators, and assigns, so long as he or they should duly make and pay the said subscription moneys, fines, and payments, and observe and perform the rules and regulations made payable or prescribed in and by the rules of the said society, or any other rule or rules thereof for the time being subsisting in respect of the said shares then held by the said A. B. as aforesaid, and of any other share or shares which he, his executors, administrators, or assigns should or might thereafter purchase or hold in the said society, in respect whereof an advance or advances, evidenced by a memorandum, indorsed upon those presents, and signed by him or them, should thereafter be made out of the funds of the said society, on security of the said premises.

141. Recital of a memorandum of further charge to building society.

Whereas by a memorandum dated, &c., indorsed on the said indenture of mortgage, and signed by the said A. B., he charged the premises with the payment of £ to be made in respect of other shares (which he had since purchased and then held) according to the rules of the said society, in addition to the payments to be made in respect of the said before-mentioned shares.

142. Recital of a contract for sale of freeholds in consideration of annuity.

Whereas the said A. B. has agreed with the

(a) By THOMAS WILKINSON, Esq., Liverpool.

said C. D. for the absolute sale to him of the hereditaments hereinafter particularly described and the freehold and inheritance thereof in fee simple in possession free from incumbrances in consideration of the annual sum or yearly rent-charge of £ to be limited to the said A. B. for his life, and to be secured to him as hereinafter mentioned.

143. Recital of a bond given as collateral security.

Whereas by a bond or deed poll dated, &c., under the hands and seals of the said A. B. and C. D., the said A. B. as principal, and the said C. D. as surety, became jointly and separately bound to the said E. F. in the sum of £ , conditioned to be void on the repayment to the said E. F. of £ advanced and lent by him to the said A. B., upon the deposit, by way of securities, of two policies of life assurance, which were thereby charged with the payment of the said sum of £ and interest, after the rate and in manner therein mentioned.

144. Recital of indebtedness on award.

Whereas, the said A. B. is indebted to the said C. D., upon an award made by Y. Z., on a submission made by them to his award concerning certain matters in difference between them, and upon which reference the said Y. Z., on the day of 18 , awarded that the said A. B. should pay to the said C. D. £ , with interest thereon after the rate of £ per cent. per annum from the date of the said award until payment; and there is also due from the said A. B. to the said C. D. £ paid for the said award.

145. Recital of a deposit of deeds.

Whereas, the said A. B., on the day of 18 , deposited the title deeds of the said piece of land, messuage, and hereditaments with the said C. D., as security for £ and interest.

146. Recital of an order in bankruptcy for sale. (a)

Whereas, by an order made, &c., in the said Court of Bankruptcy, before Mr. Commissioner in the matter of a motion by the said A. B., the court ordered and found that the said A. B. was equitable mortgagee of the hereditaments hereinafter described, and that the same should be sold by auction, in one or more lots, and that if found expedient that the same should be sold by private treaty, and that the money to arise from such sale or sales should be applied in the first place in payment of the costs, charges, and expenses of the sale, and then in payment and satisfaction of the debt due to the said A. B. on taking the accounts therein mentioned.

147. Recital of an agreement that purchase-money should be paid to mortgagees in part satisfaction of their debt.

Whereas upon the treaty for the said sale it was agreed that the said sum of £ , should be paid to the said A. B. and C. D. in part discharge of the said principal sum and interest owing to them as aforesaid, and that they should join in these presents in manner hereinafter appearing.

148. Recital of mortgagees having consented to release land.

Whereas the said A. B. and C. D. being satisfied that the other hereditaments comprised in the said indenture of mortgage are a sufficient security for the whole of the principal money and interest intended to be thereby secured, have consented that the said sum of £ , shall be paid to the said E. F., and have agreed to join in these presents in manner hereinafter appearing.

149. Recital of an auction sale of leaseholds by executors.

Whereas the said A. B. and C. D. in pursuance of the said recited will, advertised the tenant's interest in the unexpired residue of the said term in the premises for sale by public auction, at , on the day of 18 , at which sale the said E. F. became the purchaser thereof, at the price of £ , and thereupon paid £ to the said A. B. and C. D., by way of deposit and in part payment of the said purchase-money, leaving a balance of £ due in respect thereof.

150. Recital of a purchase having been made for joint benefit.

Whereas the said A. B. made the said purchase as the agent for and on behalf of himself and C. D., out of moneys belonging to them jointly, and the said A. B. has requested the said E. F. to assign the said hereditaments to himself and the said C. D. in manner hereinafter appearing.

151. Recital of a partnership.

Whereas by articles of agreement dated, &c., and made between A. B. of the one part, and C. D. of the other part, the said A. B. and C. D. agreed to become and remain co-partners in the business of for all the residue then to come and unex-

(a) As an equitable mortgagee cannot sell independently of the Court of Bankruptcy, except under a decree of the Court of Chancery, the usual practice is to present a petition to the former court. If there be no memorandum of deposit, the equitable mortgagee will not be allowed his costs out of the estate: (*Doria & Macrae*, 627, 631.)

pired of the term of , created by the said indenture of lease, under the style or firm of "A. B. & Co." And it was thereby, amongst other things, agreed that the said business should be carried on upon the said land demised by the said lease; and that the said A. B. should thenceforth stand and be possessed of the said indenture of lease as a trustee for the said partnership, as part of the assets, and not otherwise, and that he should, upon request, assign and transfer the same so as to effectually vest in the said parties thereto the said lease in equal shares.

NOTES OF NEW DECISIONS.

VENDOR AND PURCHASER.—MISTAKE IN PARTICULARS OF SALE.—The owner of an estate, consisting of a manor-house and thirty-five acres of land, put up for sale by auction the whole estate (except one small plot, within 100 yards from the manor-house, containing about a rood) in lots, one of which comprised the manor-house, and the rest were building lots. The lots put up for sale were coloured on the plan annexed to the particulars of sale, and the adjoining lands had on them the owners' names, but the excepted plot was neither coloured nor had on it the name of any owner, so that on a cursory inspection of the plan it might appear to form part of some adjoining land which had on it its owner's name. By the conditions of sale it was stipulated that covenants should be entered into restraining the building on the estate of any house to be used as a public-house or for any trade, &c. B. purchased the lot containing the manor-house, and, alleging that he had been misled by the plan, refused to complete his purchase unless the vendor would enter into the restrictive building covenants, not only as to the lots put up for sale, but also as to the excepted plot. On a bill by the vendor for specific performance: Held, that the purchaser having been misled by the particulars of sale and the plan into the belief that that no part of the vendor's property would be exempted from the restrictive covenants, the vendor must either enter into such covenants as to the excepted plot or must have his bill dismissed, and that, in either case he must pay the costs of the suit: (*Bascomb v. Beckwith*, 20 L. T. Rep. N. S. 862. M. R.)

REGISTRY OF LAND.—Mr. Mordaunt writes to the *Times*:—"Sir,—As it would seem, from the discussion in the House of Commons on Thursday, on the vote for this office, that there is some misunderstanding as to the amount of its business, I should be obliged if you would publish the subjoined extract from a paper lately furnished by this office to the Land Transfer Commission. The amount of fees received in this office was also wrongly stated in the House. The fees received in stamps, according to a return of the Stamp-office, from the 10th Jan. 1868 to the 10th Jan. 1869, amounted to 1648l. 5s.; and from the 10th Jan. 1869 to the 10th July, to 721l. 15s.:—There are now about 710 separate registered estates with indefeasible titles on the register, and the original value of the property brought under the operation of the Act is about 4,700,000l., but much of the land being building property, its value is constantly increasing. The number of registered dealings with registered property is now about 1210, and the aggregate consideration for the same 3,000,000l.; 241 of these dealings, comprising transfers, mortgages, &c., the consideration for which exceeded half a million, took place since the 9th Jan. last, up to which date a return has already been made to the Commission."

JOINT-STOCK COMPANIES' LAW JOURNAL.

NOTES OF NEW DECISIONS.

WINDING-UP.—PAYMENT OF DIVIDEND ON PRINCIPAL AND INTEREST.—Dividends are to be paid to creditors whose debts carry interest upon the amount due for principal and interest at the time of the winding-up, and not upon interest due since that time. If there is a surplus the amount will be taken as in an administration suit, and the dividends will be applied, first, to interest due at the date of the declaration of dividend, and then to reduction of the principal: (*Re The Humber Ironworks, &c., Company*, 20 L. T. Rep. N. S. 859. L.J.J.)

RAILWAY ABANDONMENT.—PRACTICE.—A petition to wind-up an abandoned railway can be presented only by a shareholder: (*Re North Kent, &c., Railway Company*, 20 L. T. Rep. N. S. 867. V.C.J.)

PASSENGER'S LUGGAGE.—LIABILITY FOR LOSS ON ANOTHER LINE.—Sect. 7 of the Railway and

Canal Traffic Act (17 & 18 Vict. c. 31) is to be read in connection with sect. 2, and applies only to lines "belonging to or worked by" the companies who undertake to carry. A railway company may, therefore, make any stipulations it pleases as to the receiving, forwarding, and delivering of traffic beyond the limits of the lines belonging to or worked by it; and the special contract containing such stipulations need not be signed by the person with whom the company contracts. The plaintiffs took at the Charing-cross station of the defendants' railway a through ticket from London to Paris, the ticket being in three coupons, the first from London to Dover; the second from Dover to Calais; and the third from Calais to Paris. On the ticket was printed a notice that the defendants would not be responsible for loss, or detention of, or injury to, the luggage of passengers travelling by this through ticket, except whilst travelling by the defendants' trains or boats, and would incur no responsibility of any kind beyond what should arise in connection with its own trains and boats, in consequence of passengers being booked to travel over the railways of other companies, such through booking being only for the convenience of the passenger. The hatbox and portmanteau of the plaintiff having been lost on the journey between Calais and Paris, held that the defendants were exempted from liability for the loss by the conditions of the special contract, and that it was not necessary for that purpose that the plaintiff should have signed the contract: (*Zanz v. The South Eastern Railway Company*, 20 L. T. Rep. N. S. 873. Q. B.)

LIABILITIES OF SHAREHOLDERS.—Does a man who signs a memorandum of association for a certain number of shares satisfy the obligation by applying for a larger number of shares and obtaining an allotment in the usual way? or is he to take the shares mentioned in the memorandum in addition? This was the point before Lord Justice Giffard on Tuesday in *Re the China Steamship and Labuan Coal Company (Limited)*, *Drummond's case*—where the Hon. F. C. Drummond had subscribed the memorandum for twenty-five shares, and afterwards applied for and received the allotment of 479. The Vice-Chancellor held that the allotment of the latter number satisfied the obligation in the memorandum. Such points it is, perhaps, proper to notice are mainly points of evidence, and shareholders will learn for the future by this and similar cases that they cannot be too careful as to what obligations they come under, and in retaining full and clear evidence as to what their holding is.—*Economist*.

LAW STUDENTS' JOURNAL.

EXAMINATIONS AT THE INCORPORATED LAW SOCIETY.

Trinity Term 1869.

FINAL EXAMINATION.

At the examination of candidates for admission on the roll of attorneys and solicitors of the Superior Courts, the examiners recommended the following gentlemen, under the age of twenty-six, as being entitled to honorary distinction:—

1. William Warburton, who served his clerkship to Mr. Francis Marriott, of Manchester; and Messrs. Chester and Urquhart, of London.
2. Thomas Mortimer Siddall, who served his clerkship to Messrs. Wilson and Burkinshaw, of Alfreton; Mr. Thomas Diggles, of Manchester; and Messrs. Norris, Allens, and Carter, of London.
3. William John Battishill, B.A., who served his clerkship to Mr. James Pitt, of Exeter; and Mr. Wm. Moon, of London. Charles James Burrill, who served his clerkship to Messrs. Robinson and Chapman, of Leyburn; and Messrs. Williamson, Hill, and Co., of London. William Cockcroft, who served his clerkship to Messrs. Eastwood, of Todmorden; and Messrs. Torr, Janeway, and Tagart, of London. Edward Thomas Moore, who served his clerkship to Messrs. Broomhead and Wightman, of Sheffield; and Messrs. Pattison, Wigg, and Co., of London. Richard Petch, who served his clerkship to Mr. Thos. B. Burland, of South Cave, Yorkshire; and Messrs. Lambert and Burgin, of London.

The Council of the Incorporated Law Society have accordingly awarded the following prizes of books:—

- To Mr. Warburton, the prize of the Honourable Society of Clifford's-inn.
- To Mr. Siddall, the prize of the Honourable Society of New-inn.
- To Mr. Battishill, Mr. Burrill, Mr. Cockcroft, Mr. Moore, and Mr. Petch, prizes of the Incorporated Law Society.

The examiners also certified that the following candidates, under the age of twenty-six, whose names are placed in alphabetical order, passed examinations which entitle them to commendation:—

William Henry Crowder, who served his clerkship to Messrs. Vizard, Crowder, Anstie, and Young, of London.

Thomas Parry Jones, who served his clerkship to Mr. Llewellyn Adams, of Ruthven; and Messrs. Rooks, Kenrick, and Harston, of London.

Lewis Chalmers Lockhart, who served his clerkship to Mr. John Oswald Head, of Hexham; and Messrs. Bell, Brodick, and Gray, of London.

James Ryley, who served his clerkship to Messrs. Winder, of Bolton-le-Moors; and Messrs. Mackeson and Goldring, of London.

Edward Lee Warner, who served his clerkship to Messrs. Crawley, Arnold, and Green, of London.

Warner Wright, who served his clerkship to Messrs. Coaks and Rackham, of Norwich; and Messrs. Sharpe, Parkers, and Pritchard, of London.

The Council have accordingly awarded them certificates of merit.

The examiners further announced to the following candidates that their answers to the questions at the examination were highly satisfactory, and would have entitled them to certificates of merit if they had not been above the age of twenty-six:—

Frank Crisp, who served his clerkship to Messrs. Ashurst, Son, and Morris, of London; Messrs. Ashurst, Morris, and Knight, of London; and Messrs. Morris and Harvey, of London.

Edwin Cotterill Newey, who served his clerkship to Mr. William Ridout Wills, of Birmingham.

Edmund Warriner, who served his clerkship to Mr. Robert Fisher Thompson, of Kendal; Mr. Thomas Wight, of Dudley; and Mr. Archibald Scott Lawson, of London.

The number of candidates examined in this term was 178; of these, 149 passed, and twenty-nine were postponed.

By order of the Council,
E. W. WILLIAMSON, Secretary.
Law Society's Hall, Chancery-lane, London.

MARITIME LAW.

NOTES OF NEW DECISIONS.

MARINE INSURANCE—INSURANCE OF CARGO IN A BRITISH SHIP—TRANSFER OF SHIP TO A FOREIGNER—WRECK—JUDGMENT OF FOREIGN COURT—SALVAGE.—The plaintiff, acting on behalf of the Finance Minister of the Sultan of Turkey, in Nov. 1858 made arrangements with the owners of the British ship the *Dutchman*, then in the port of London, and about to sail for Constantinople, for the conveyance of certain gold. He thereupon effected with the defendant's company a policy of insurance upon the said gold, dated the 26th of the said month. On the 27th the owners of the vessel transferred her to a Russian company, and her name was changed to the *Dnieper*. Neither the plaintiff nor the defendant knew, until the termination of the voyage, that the ship had ceased to be a British vessel. She sailed on the 4th Jan. 1859, and whilst proceeding on her voyage was wrecked on the Dohan Aslan shoal, about 110 miles from Constantinople. The captain sent off the chief officer with the gold to Gallipoli, which was two and half miles distant. The gold was then deposited with the Russian consul where it remained twelve days, the fees demanded upon delivering it up being 2½ per cent. upon its value. At the time of the gold being sent to the Russian consul, no expenses had been incurred in saving the ship or any part of the cargo; the ship became a total wreck. A court was afterwards appointed by the consul-general according to Russian law, and it was determined that this case was one which required a settlement of salvage, and it was adjudged that the gold should contribute the sum of 7149l. 6s. 1d. towards the expense of saving the cargo. The plaintiff having paid the amount, and brought an action against the defendant to recover the sum of 1108l. 3s. 3d., his proportion on the policy: Held, first, that the court at Constantinople, being a court of competent jurisdiction according to Russian law to decide the question of salvage, this court could not interfere with such decision, whether given in consonance with maritime law or not. Second, that there being no statement in the policy, that the ship should remain an English ship, the defendant was not discharged from his liability on account of the ship becoming a Russian ship. Third, that the loss was incurred by the perils of the seas, and that so the plaintiff was entitled to recover: (*Dent v. Smith*, 20 L. T. Rep. N. S. 868. Q. B.)

MERCANTILE LAW.

NOTES OF NEW DECISIONS.

CHEQUE—NOTICE OF DISHONOUR.—To entitle the drawer of a cheque to notice of dishonour it is not enough that he should have some effects in the drawee's hands, but he must show that there were practically sufficient funds there to meet the cheque during the period within which it ought to be presented; or that the state of his account at the drawee's was such that he had reasonable ground for supposing that his cheque would be honoured. In an action by the holder against the drawer of a cheque it was proved that the latter had a small "fluctuating balance" in the hands of the drawee, but that never during the time within which the cheque ought to be presented had he practically sufficient funds there to meet it, nor, as the jury found, had he any "reasonable expectation" that it would be honoured. Held, by the Court of Exchequer (Bramwell, Channell, and Cleasby, BB.) that the drawer was not entitled to notice of dishonour: (*Carew v. Duckworth*, 20 L. T. Rep. N. S. 882. Ex.)

BILL OF EXCHANGE—INDORSER'S SIGNATURE OBTAINED BY FRAUD—LIABILITY OF INDORSER TO HOLDER FOR VALUE.—In an action by indorsee for value of a bill of exchange against indorser, it appeared that the acceptor of the bill, upon the back of which just below the impress of the stamp the payee had written his name, induced the defendant to append his signature below that of the first indorser by telling him that the document was a guarantee similar to one he had signed on a previous occasion. The jury were directed to find a verdict for the defendant if they considered that his signature was obtained upon a fraudulent representation that the document was a guarantee, that he signed it without knowing it to be a bill, but under the belief that it was a guarantee, and that he was not guilty of negligence; verdict for defendant. Held (although upon the evidence the court granted a new trial), that this direction was right: (*Foster v. Mackinnon*, 20 L. T. Rep. N. S. 887. C. P.)

ECCLIESIASTICAL LAW.

THE NEW IRISH CHURCH LAW.

The good old English fashion of fighting vigorously for victory, and shaking hands when the fortune of the battle is determined, has characterised the Irish Church conflict. The opposing parties did not spare hard blows while the battle was raging, but now that it is over they are everywhere exchanging courtesies, and there appears to be no inclination on the part of the victors to crow over the defeated. The Roman Catholics are enjoying their great triumph with a most creditable moderation, and conquered Protestantism is enduring its degradation with commendable calmness, and even with dignity. Instead of crying over the past, and wasting time in useless regrets for power and place that have for ever passed away from it, the Irish Protestant Church is turning its thoughts to the difficult work of reconstruction that lies before it. Already steps are being taken for the formation of the Church Body, which is to be incorporated by charter, and in which the property is to be vested. The practical difficulty in this process is doubtless very formidable, and all lawyers will look with curiosity to see how it is to be overcome. It meets the members of the Disestablished Church on the very threshold. By the provisions of the Abolition Acts the Church Body must constitute itself under some scheme of self-government, and it is said that Mr. A. J. STEPHENS, Q. C., has been instructed to prepare such a scheme. But there is a wide difference of opinion among churchmen as to the proper constitution of that government. Is it to be purely ecclesiastical, or is the laity to be admitted to an equal voice with the clergy, or is it to be admitted at all? This is not merely a matter of detail to be determined by views of expediency, or treated as a question for concession and compromise. It involves fundamental principles upon which there are, and ever will be, irreconcilable opinions. The claims of the ecclesiastical form of church government are based upon the doctrine of Apostolical succession, and the sacred character of the priesthood thence derived. That claim cannot well be abandoned without abandoning also the doctrine on which it is founded. Now

this doctrine is zealously maintained by the entire of the High Church party, and it is not at all probable that they will consent to put it aside. On the other hand, the Low Church and the Broad Church alike repudiate it, and demand for the laity an equal participation in the government of the Church with the clergy, and they are not likely to yield one iota of their principles to the demands of their brethren of the High Church. The strife that is coming may be already seen in embryo in the dispute that is now proceeding as to whether the work of reconstruction shall be undertaken by Convocation, or by a Synod, or by a body representing clergy and laity alike, by election of magnates in the various dioceses. If this difference should be overcome, the Assembly can scarcely fail to fall into a feud upon the moment that their opposing principles are to take the shape of action, and especially when the whole future of the Church will be determined by what is then done.

Although it will be an Irish experiment, it will excite almost as much interest in England, for if it is impossible not to recognise the fact that the English institution must speedily share the fate of its Irish sister. The Liberal whip, we believe, gives to the English Church twenty years of life. We believe it will not survive for ten years, and for a reason which does not appear to have presented itself to any one of the many speculators upon the value of its life. There will be arrayed against it precisely the same forces that have extinguished the Established Church in Ireland, and they will be recruited by a force which nobody seems to have calculated upon. The disestablished Protestants of Ireland who have been hitherto the staunch allies and supporters of the Church of England, will now go over to the opposite camp and be among the foremost of its assailants—at once weakening the defensive force they quit, and increasing the hostile forces they join. Churches are made up of men, and the fox with the shorn tail illustrates an universal weakness in human nature. The Irish Disestablished Church will naturally desire to see the English Church treated as themselves. The Protestant party in Ireland returns some thirty members, and their secession will swell the majority of 120 to 180. With such a majority in favour of the abolition of the English Church, it is not probable that any long time will be suffered to pass without turning it to account. Wisdom counsels preparation.

SALE OF A CHURCH LIVING.—The next presentation to the rectory of Guiseley, near Leeds, the net annual income of which is described as being 1073*l.* 1*s.* 10*d.*, inclusive of house and garden, is to be sold by auction on the 19th inst. It is stated that the present incumbent is in his fifty-ninth year, and that the rector for the time being is also patron of the adjoining living of Yeodon, which possesses a suitable residence and an annual income of nearly 300*l.* The patronage of Guiseley rests, according to the *Clergy List*, with Mr. G. L. Fox for two turns, and with the Master and Fellows of Trinity College, Cambridge, for one turn.

BANKRUPTCY LAW.

NOTES OF NEW DECISIONS.

DETENTION OF BANKRUPT—CERTIFICATE.—The provision of sect. 113 of the Bankruptcy Act 1849, that "if any officer shall detain any" bankrupt who has obtained an order of protection "after he shall have shown such protection to him, except for so long as shall be necessary for obtaining a copy of the same, such officer shall forfeit to such bankrupt, for his own use, the sum of five pounds for every day he shall detain such bankrupt," does not apply to the gaoler into whose custody the bankrupt has been delivered, but only to the officer who arrests the bankrupt: (*Myers v. Veitch*, 20 L. T. Rep. N.S. 847. Q. B.)

LIVERPOOL BANKRUPTCY COURT.

July 23 and 24.

(Before Mr. Commissioner THRING.)

Re WILLIAM TITHERINGTON.

Solicitors' costs—Proof of debt—Right of double proof.

Held, that the rule that a joint creditor cannot prove against one of his debtors if another be solvent, although applicable to partnerships and co-contractors, does not apply to the joint

employment by several persons of a solicitor for a specific purpose.

This was a dividend meeting.

John Hughes, solicitor, appeared for the assignees.

Wilfred Bushby, solicitor (for his firm of Lace and Co.), and W. G. Bateson for a creditor for 13,000*l.*

Bushby tendered a proof for 1000*l.* on behalf of himself and partners for professional services rendered to the bankrupt and several other shareholders in a defunct mining company, with a view to relieve them from certain liabilities in connection with the company.

Hughes objected to the claim on two grounds—first, that it was at variance with a rule in bankruptcy to allow a joint creditor to prove against one of his debtors till he had exhausted the others who might be solvent; and, secondly, that the estate of this bankrupt was only liable for the bankrupt's quota of the costs incurred.

Evidence in support of the latter objection was adduced, which, although of a conflicting character, established the fact of a retainer of Messrs. Lace by Mr. Titherington on behalf of himself and his co-shareholders, and negatived the assumption that there was any arrangement that each shareholder should pay only his quota of the costs.

Both the respective advocates were heard at length upon the law of the subject as applied to the first objection, and the learned commissioner afterwards reserved judgment till the following day.

July 24.—His HONOUR now, after stating the nature of the claim, and the arguments which had been adduced, said that he had taken time to read the cases bearing on the subject, and had found that the matter was by no means free from doubt. The rule that a joint creditor cannot prove against one of his debtors if another be solvent is not, according to *Ex parte Field, re Rogers*, 3 Mont. D. & D. 95, confined to partnerships only, but applies to co-contractors generally. Now the question arose, what was a co-contractor? and he assumed, although it was not in evidence before him, that some of the parties who employed Mr. Lace were solvent, or rather that they had not been judicially declared insolvent. In *Re Agnew*, 27 L. T. 27, a case in the Irish Bankruptcy Court, it was decided that a mere joint liability where there was no joint interest, and could be none, came within the rule, and that in the case of joint obligors on a bond there could not be proof against the separate assets of one who became bankrupt while any remained who were not so. The observations of Mr. Griffiths in his excellent work on the Practice of Bankruptcy, gave a fair view of the extent to which the cases had carried the rule. He states that it extends to all cases of joint contractors, whether they have any joint interest, as distinguished from joint liability, or not. The rule, which was in a great measure arbitrary, had never, however, been extended beyond either a partnership for a given purpose or a joint adventure, except in the Irish case referred to, where joint obligors on a bond were held to be within its meaning, but there it may be observed it was not necessary to decide such a point, as there seemed clearly to have been a joint adventure in the strict sense, which ended in a loss. The present case was neither a partnership for a given purpose nor a joint adventure, nor did it come within the case of the joint obligor, but was simply a joint employment of a solicitor by several persons for the purpose of instituting a suit in Chancery. He did not consider it was a case of co-contractors, and should therefore hold generally that the joint employment of a solicitor by several persons did not constitute a joint contract within the meaning of the rule in bankruptcy. With respect to the second ground of objection, he considered there was abundant proof, apart from the conflicting evidence adduced before him, that the bankrupt was jointly interested, along with others in the suit, that it was carried on successfully for their joint benefit to relieve them from their liabilities as shareholders in the mining company, and that consequently they became jointly liable to Messrs. Lace and Co. for their costs. Mr. Hughes had very properly called his attention to the question of what would be the rights and liabilities of the parties at law. Now, the case of *King v. Hoare* 13 M. & W., decided that a party injured may sue all the joint tortfeasors or contractors or he may sue one, subject to the right of pleading in abatement in the one case and not in the other; but such a plea is a mere instrument of delay, for a judgment obtained against the joint contractors could be executed against each of the defendants. That decision, in fact, proved that at common law the creditor would thus have his remedy against the individual debtor, and by analogy he would in the present case, by the admission of this proof, have his remedy in the Court of Bankruptcy. The debt, therefore, of Messrs. Lace and Co. must be admitted, subject, of course, to taxation if it should be so insisted upon by the assignees.

Hughes gave notice of appeal, and the court fixed 10*l.* as the amount of deposit.

CORRESPONDENCE OF THE PROFESSION.

[NOTE.—This department of the Law Times being open to free discussion on all professional topics, the Editor is not responsible for any opinions or statements contained in it.]

COUNTY COURT—CONTEMPT—IMPRISONMENT FOR DEBT.—Commenting on the Bill now before the House of Lords, you refer to the power of the County Courts to imprison for disobedience to an order to pay unless the defendant satisfy the court of his inability. Having seen this quoted in a weekly paper, as the lawyers' version of "contempt of court," you will I am confident allow me to correct an important error. By the original County Court Act in 1847, debtors not attending personally to a judgment summons were, for that cause alone liable to commitment, but this ground of imprisonment has been repealed, and the creditor required, in all cases, to prove his complaint against the debtor on the hearing of a judgment summons. So far, indeed, from the debtor having to satisfy the judge of his inability to pay, the plaintiff has to sign the following form of application for judgment summons: "And I undertake to prove, to the satisfaction of the judge at the hearing, that the judgment-debtor has been able since the judgment to pay the amount ordered by the court as it became due. I am aware that if I do not prove the same accordingly that I shall have to pay the costs of this summons." As I read the Imprisonment for Debt Bill, the power given to the Superior Court judge is simply that now possessed by the County Courts, therefore plaintiffs will clearly have to prove debtors' means before a commitment can issue under a judge's order. By the new Act no other ground either in the Superior or County Courts will remain but defendant's "ability to pay." Although opposed to all imprisonment for mere debt, I see no objection, but, on the contrary, strongly approve of such imprisonment after due proof that debtor's obstinacy alone keeps the creditor out of his rights. I would go further, and make these obstinates work in prison for their own support, and also to pay off their debts; but is it so certain that the obstinate only are sent to prison, and that no warrants issue without the strict proof of means which certainly should be given before a poor man is sent to gaol?

G. MANLEY WETHERFIELD.

1, Greatham-buildings, E. C., 29th July, 1869.

PURCHASE—RIGHT TO ABATEMENT IN PURCHASE MONEY—CONDITION OF SALE.—Will you be good enough again to allow me space in your valuable publication for the present communication, which may be found interesting to some of your numerous readers, and in respect whereof, it being a matter of great importance, the writer humbly invites their opinions. Freehold property was purchased by A. B. by private contract, after an attempted sale by auction by the mortgagee. A condition of the printed particulars of sale, and the contract subjoined thereto was signed by the purchaser, runs as follows:—"The property is believed to be correctly described, and shall be assumed to be so, and is sold subject to all rights of way, and other easements, and as the property is open to view no error of description in the particulars shall annul the sale or entitle the purchaser to compensation, and no further identity of the property shall be required than the plan thereof drawn upon the conveyance to —" (the vendor's name). The property is described in the particulars of sale as consisting of about 2½ acres of land, but in the plan as consisting of about 2a. 1r. This plan is an exact copy of one endorsed on the conveyance to the vendor, and was annexed to the said particulars. The property has been measured by the purchaser's surveyor, and according to his measurement contains almost half an acre less than the quantity mentioned on the plan, and less, to the extent of three-fourths of an acre, than the quantity specified in the particulars of sale. As the condition which has been mentioned speaks only of a misstatement in the particulars, is not the plan entirely out of the question, and would not the purchaser consequently be held in equity entitled to an abatement in the amount of his purchase money? It may be argued *contra* that the plan forms part of the particulars, but not, it is submitted, with any reason, seeing that the plan contains no reference to the particulars, nor *vice versa* do the particulars contain any reference to the plan; and, as the vendor has had, as the condition entitles him to have, the benefit of one mis-statement in the particulars, it is submitted that to give him the benefit of another in the plan would be inequitable, unjust, and unreasonable. See on the subject, Sugden's Vendors and Purchasers, Dart's do., *passim*.

TENANT FOR LIFE.

FINAL EXAMINATION.—In compliance with the request of "Stadens," I suggest he should follow out this course of study. I. Common and Statute

Law, and Practice of the Courts:—(a) Stephens' Commentaries, book V., caps 1 to 12 inclusive. (b) Smith's Manual of Common Law. (c) Selwyn's Nisi Prius; titles; "Assault;" "Assumpsit;" "Baron and Feme;" "Bills and Notes;" "Distress;" "Executors;" "Frauds;" "Master and Servant;" "Stoppage in Transitu;" "Trove." (d) The following leading cases:—*Wynne's case*; the *Six Carpenters' case*; *Elves v. Maves*; *Higham v. Ridgway*; *Marriott v. Hampton*; *Merryweather v. Nison*; and *Ashby v. White*. (e) Day's Procedure Acts and Notes. (f) Smith's Action at Law. (g) The following statutes:—29 Car. 12, c. 3; 9 Geo. 4, c. 14; 6 & 7 Vict. cc. 85 and 96; 8 & 9 Vict. cc. 109 and 113; 9 & 10 Vict. cc. 93 and 95; 13 & 14 Vict. c. 61; 14 & 15 Vict. cc. 25 and 99; 16 & 17 Vict. c. 83; 17 & 18 Vict. cc. 31 and 36; 18 & 19 Vict. c. 67; 19 & 20 Vict. c. 97; 25 & 27 Vict. c. 41; 27 & 28 Vict. c. 95; 28 & 29 Vict. c. 86; 29 & 30 Vict. c. 96; 30 & 31 Vict. cc. 141 and 142; and 31 & 32 Vict. c. 71. II. Conveyancing:—(a) Williams on Real and Personal Property; (b) Shelford's Real Property Statutes and Notes; (c) The Introductions to Davidson's Conveyancing, vol. 2, vol. 3, part I., vol. 4; (d) The following leading cases: *Corbyn v. French*, *Spencer's case*, *Shelley's case*, *Fox v. Bishop of Chester*, and *Stapleton v. Cheales*; (e) Smith's Practice of Conveyancing, pp. 1–132. III. Equity and Practice of the Courts:—(a) Haynes' Outlines of Equity; (b) Smith's Manual of Equity; (c) Drewry's Equity Pleader, chaps. 1 and 2, sects. 1, 3, and 4, chaps. 3, 4, 5, 7, and 8, and chap. 10; (d) Hunter's Suit in Equity; (e) Morgan's Chancery Acts and Orders; (f) White and Tudor's Leading Cases. IV. Bankruptcy and Practice of the Courts (this branch had better be left for the present). V. Criminal Law and Proceedings before Justices of the Peace:—(a) Blackstone's Commentaries, vol. 4; (b) Greaves' or Cox's Criminal Law Consolidation Acts; (c) Stone's Justices' Manual—in each branch the questions and answers already put to articulated clerks at the Incorporated Law Society's examinations being carefully perused and considered. It is a matter of some difficulty to map out a course of reading without a precise knowledge of a student's acquirements and capabilities; but assuming "Students" to have a fair average knowledge of his profession, some application, and a reasonable time at his disposal before "going in" for examination, I think after this course of reading he ought to escape ploughing, and may get honours.

T. WILKINSON.

Liverpool, Aug. 2nd 1869.

DELAY IN COUNTY COURTS.—I entered a case in the Salford County Court on the 30th July. The plaint note fixes the case to be tried on the 20th Oct. Surely delays like this defeat the object of the County Courts, which I have always understood to be speedy and economical administration of justice.

CLIFFORD.

NOTES AND QUERIES ON POINTS OF PRACTICE.

[N.B.—None are inserted unless the name and address of the writers are sent, not necessarily for publication, but as a guarantee for bona fides.]

Queries.

64. COPYHOLDS.—SALE OF.—A. devised a copyhold estate to his wife B. for life, and from and after her decease, to the use thereof of such person or persons for such use and uses, estate and estates, as she, his said wife, whether sole or covert, should by any surrender or surrenders, deed or deeds, or by her last will and testament, give, devise, limit, or appoint the same. A. is dead, B. has married again and has contracted for the sale of the copyholds in fee. Can B. exercise the power of appointment, so as to give a good title to a purchaser? Is the lord of the manor, in which the copyholds are situate bound to admit the purchaser at once to the fee, or can he only admit the purchaser to B. life estate, and after her death then admit the purchaser to the remainder?

X. Y.

65. TRESPASS TO A MARE.—Will an action lie against a farmer for turning out to pasture, an entire horse; or if not will an action lie for injury to a mare pasturing in an adjoining field, and which waded to leap the ditch by the presence of the horse, and was depreciated in value, by the service of the said entire horse?

M.

Answers.

(Q. 56.) WILL.—PERPETUITY.—On reconsidering my answer, I do not think that the construction put upon the words "after the decease of all and every the said children or issue" as being merely referential to the decease of the children taking life estates under the previous devise, can be maintained. Had the words been "the said issue" there is no doubt that the referential construction must have been adopted, but the testator evidently intended that there should be a failure, not merely of children, but of issue generally, before the gifts over were to take effect. Hence, if the copyholds be susceptible of entail, a construction similar to that in *Doe v. Halley*, 8 T. R. 5; *Parr v. Swindell*, 4 Russ. 283; *Doe v. Gallini*, 3 Adol. and Ell. 340; and *Forsbrook v. Forsbrook*, L. Rep. 3 Ch. Ap. 93 would I think be adopted. If the copyholds be not susceptible of entail, B. must be held to have taken a fee conditional on there

being issue, for on such an estate a remainder could not be limited, *Doe v. Simpson*, 5 Scott 770. On B's death without ever having had issue, B's estate was at an end. The testator after creating a conditional fee, had only a possibility of reverter, and as he died prior to the operation of the 1 Vict. c. 26, such possibility though descendible, was according to the better opinion not devisable. See *Earl of Stafford v. Buckley*, 2 Ves. Sen. 180.

Z. Y.

(Q. 61.) DRAWING LEASES.—The directions of the Act of 8 & 9 Vict. c. 124, authorise the introduction of an exception from, or qualification of, the clauses therein given, but do not authorise any extension of them, except in the single instance of the form No. 2. Does this mean an exception from the covenants as a whole, or an exception of only a portion of a single covenant? If the former, of course the subsequent covenant would take the place of an omitted one. *Vide Sweet's Conc. Proc. Conv.* 2nd edit. Notes p. 16.

W. P.

(Q. 63.) CONVEYANCE.—MARRIED WOMEN.—Under a power of sale, a mortgagee may sell without the concurrence of the mortgagor at all, and a purchaser will be placed exactly in the position of the mortgagee.

W. P.

—The concurrence of the married women appears to be unnecessary, *a fortiori* their statutory acknowledgment must be unnecessary. If their concurrence be necessary their acknowledgment would be so also.

Z. Y.

LAW LIBRARY.

Doctors' Commons, its Courts and Registries; with a Treatise on Probate Court Business. By G. J. FOSTER, formerly Clerk of the Papers of the Prerogative Court of Canterbury, now of Her Majesty's Court of Probate. Second Edition. London: Reeves.

THE work was originally suggested by the numerous questions asked of the officials in the principal registry by the newly-admitted practitioners in the new court, who were necessarily but imperfectly acquainted with its technicalities. To Mr. Foster, as one of the most intelligent and best informed of these officials, was the duty for the most part delegated of answering these inquiries, which were to a great extent irregular. It occurred to him that much needless trouble might be saved to the office by the publication of a little book giving the kind of information so generally sought by the multitude of solicitors now admitted to a practice which previously had been confined to 130 fortunate proctors. The volume, of which the second edition is before us, was the result of this resolve. The contentious business has been largely developed since the appearance of the first edition, and copious instructions are now given to the practitioner for the conduct of it.

Mr. Foster, with rare liberality, awards in his preface very great praise to Mr. Coote's Practice of the Probate Court, which has passed into a fifth edition; and he pertinently suggests the query, "With so successful a work in existence, where was the necessity for any other?" He supplies the answer, "The whole subject of testamentary business is too large to be treated of in one book." Nearly ninety-five millions of money, he says, pass yearly in England under probates and administrations! In fact there are few solicitors who are not, in the course of business, called upon to prove many wills and take out many administrations in the course of the year; and the necessity for some testamentary knowledge is, therefore, obvious. They could not anywhere find it in a more condensed and practical form than in this volume.

LAW SOCIETIES.

INCORPORATED LAW SOCIETY. ANNUAL REPORT OF THE COUNCIL.

(Continued from page 252.)

Lands Clauses Consolidation Act 1845.

The council have advertised in a former report (see Annual Report 1867-8) to the action taken by them with a view of protecting landowners from the oppressive operation of those sections of the Lands Clauses Consolidation Act 1845, which facilitate the acquisition of lands by the promoters of public undertakings, which action resulted in the insertion of the following clauses in the Act of 1867 (Railways Companies Act, 30 & 31 Vict. c. 127.)

"Where after the passing of this Act a company exercise the powers conferred on the promoters of the undertaking by sect. 85 of the Lands Clauses Consolidation Act 1845, the following provisions shall have effect:

"(1.) The surveyor to be appointed as in that section provided shall be appointed by the Board of Trade instead of by two justices, and all the provisions of that Act relative to a surveyor appointed by two justices

shall apply to a surveyor so appointed by the Board of Trade;

"(2.) The company shall give not less than seven days' notice of their intention to apply to the Board of Trade for the appointment of a surveyor to any party interested in or entitled to sell and convey the lands in question, and not consenting to the entry of the company;

"(3.) The valuation to be made by the surveyor so appointed shall include the amount of compensation for all damage and injury to be sustained by reason of the exercise of the powers conferred by the said section, as far as such damage and injury are capable of estimation;

"(4.) The sureties to the bond to be given by the company under that section shall, in case the parties differ, instead of being approved of by two justices, be approved of by the Board of Trade, after hearing the parties."

With reference to the appointment of the surveyor by the Board of Trade instead of by two justices, under the 36th section of the above Act, Mr. Watkin, on the introduction last session of the Lands Clauses Consolidation Act Amendment Bill, moved the insertion of a clause which would in effect have repealed the clause introduced at the instance of this society, who objected that the powers conferred upon promoters, facilitating the acquisition of lands by them under the Act of 1845, were intended only to be had recourse to in cases of urgency where it was necessary, for the proper construction of the works, or the convenience of the public, that the promoters should obtain possession of the lands in a summary manner before the amount of purchase money and compensation payable to the owners could be agreed upon.

These powers, owing to defects in the language of the Act of 1845, or to a laxity of practice, afforded promoters opportunities, which they have frequently used, of acting most prejudicially to owners or claimants, and in a manner which could never have been intended by the Legislature.

Landowners complained, and very justly, that although they might be actually in negotiation with the promoters on the subject of the compensation to be paid them for their land, the promoters could, without any notice to them, procure a surveyor to be appointed by two justices, and actually take possession of the land; depositing in the bank, by way of security, the amount determined by the surveyor to be the mere dry value of it, and without taking into consideration the consequential damage, by severance or otherwise, to be sustained by the owner; and upon giving a bond with two sureties, of whose sufficiency the owner or claimant had no means of satisfying himself, in a penal sum equal only to the sum deposited.

A letter was addressed to the Attorney-General, protesting strongly against the repeal of a clause involving a measure of such very great importance; and the council forwarded to the Attorney-General a statement in writing, explaining their views on the subject, and showing, by reference to actual facts, the necessity for the amendment effected by the section which Mr. Watkin sought to have repealed.

The council also communicated with other members of Parliament on the same subject, but the Bill was not proceeded with.

Legal Education and Status of the Profession.

In September last a meeting of the Profession was held at Leeds with the view of discussing a paper written by Mr. Wm. A. Jevons, of Liverpool, with reference to the establishment of a Law University common to both branches of the Profession, the degrees of which should be the sole basis of determining the status and rank in the Profession of all practitioners alike; also in regard to the relation which exists between the two branches of the Profession.

At this meeting the following resolutions were passed:—

"That the present status of our branch of the legal profession, and their exclusion from all offices of honour and distinction, is unsatisfactory, and injurious to the interests of the public; especially having regard to the fact, that before admission to our branch of the legal profession, examinations of a stringent character as to knowledge of the law are required, whilst with respect to the Bar no test of legal knowledge is necessary.

"That the tendency of modern legislation to continue and extend the exclusion of attorneys from various offices and appointments for which their education specially qualifies them, calls for united action on their part to remove this injustice, and that it is only necessary to call the attention of the Bar and the public to the matter, in order to ensure their co-operation in devising a remedy.

"That this meeting is of opinion that the time has come when provision should be made for the foundation of a law university, which should be open to both branches of the Profession without

distinction; and that the means of providing an institution already exist in the funds at the disposal of the Inns of Court, and Inns of Chancery, which were originally common to both branches of the Profession.

"That the foregoing resolutions, and the paper of Mr. Jevons be referred to a provisional committee for consideration, with instructions to invite the co-operation of the Bar, and of our branch of the Profession generally, and to report to a future meeting, to be summoned in such mode, and at such place and time as they shall determine."

These resolutions having been brought to the notice of the council, it was thereupon resolved that the whole subject should be referred to a committee of their own body to confer with a special committee of the Metropolitan and Provincial Law Association, and a committee formed out of the meeting held at Leeds in September, which is called the "Legal Education and Status of the Profession Committee." Several members of the committees thus associated contributed some valuable observations upon the subjects referred to them, and it appeared to the associated committee to be desirable that an inquiry should be instituted by the Government, or the Legislature, into the whole system of legal education, and organisation, and professional status and remuneration.

Having this object in view, it was considered by the associated committee expedient that the Lord Chancellor, the Prime Minister, and other authorities, and the Houses of Parliament, should be memorialised and petitioned to cause these subjects to be brought under consideration, and other efforts made to that end; and that the several branches of the Profession, and all professional and other associations taking an interest in the subject, should be invited to take part in such efforts.

The following propositions were also agreed to by the associated committee:—

1. It would be right that the regulation as to admission to the Bar should be placed under Act of Parliament, as is the case as to attorneys and the medical profession.
2. It is not right that the benchers of the Inns of Court should have the uncontrolled power of making rules which may place attorneys in a position more restricted than the rest of the public as to the right of admission to the Bar.
3. That compulsory examinations ought to be established as to both branches of the Profession.
4. The establishments of the Inns of Court, and the Inns of Chancery should be, under legal control, made subservient to purposes of legal education.
5. We think it is not right that barristers should be allowed to exercise the offices of registrars in bankruptcy and probate, of common law masters, and of solicitors to the public departments, without passing such examinations as the law has imposed on every solicitor before he can become qualified to be appointed to the same offices.
6. Is it right that a barrister should be held irresponsible as to the performance of legal work, for the doing of which he has accepted fees; while a solicitor is held responsible?
7. It is not right that the rate of remuneration for the solicitor should be governed by fixed tariffs, whilst barristers, physicians, civil engineers, and other professional men, are allowed to determine for themselves their rate of remuneration.

The Leeds Executive Committee were, therefore, requested to prepare, for the consideration of the Associated Committee, a draft memorial, based on the above resolutions and propositions.

At a subsequent meeting a draft of the memorial was very fully discussed, when it was thought desirable that it should be confined to legal education only; and that the subjects of the responsibility of the members of the Bar, and the remuneration of both branches of the Profession should be reserved for future consideration.

It was accordingly proposed that a memorial should be addressed to the Lord Chancellor, asking His Lordship to introduce a Bill into Parliament in such a manner as should seem desirable, for the following measures:—

1. Regulating the conditions under which persons may be called to the Bar, including a compulsory examination test.
2. For the appropriation of the revenues of the Inns of Court, and Chancery; and for the regulation of those inns for the purposes of legal education of students intending to enter both branches of the Profession.

And it was thereupon arranged that the draft memorial, as settled by the associated committee, should be submitted to the several governing bodies out of which that committee was formed.

The council of the society, having taken the subject of the proposed memorial into considera-

tion, are not at present prepared to take action in the matter. The subject is too large to be disposed of without the most anxious discussion, to which the council and the committee of its members will always willingly be parties. But the council consider that the opinion of the Profession and the public is not at present sufficiently pronounced to justify them in attempting to procure legislation on the subject.

Law Reporting.

Mr. William Williams, one of the members of the council of this society, and its representative on the council of law reporting, was, on his retirement, in accordance with the second clause of the scheme of law reporting, unanimously re-appointed a member of that council.

State of Business in the Chambers of the Chancery Judges.

The council referred, in the last report to the necessity which, in their opinion, existed for an increase of the staff in the chambers of some of the Chancery judges, and that they had communicated with the proper authorities upon the subject.

The members are, doubtless, aware that Mr. Joshua Bird Allen has since been appointed chief clerk in the chambers of the Vice-Chancellor James, and Mr. Henry Prichard in the chambers of the Vice-Chancellor Stuart.

Rules under the Parliamentary Election Act 1868.

These rules came into operation in Michaelmas Term last.

Under the 57th section of the Act of Parliament, the permission to practise as agents in the matter of election petitions extends only to attorneys, and to those persons who, at the time of passing the Act, were entitled to practise as Parliamentary agents; but under the 58th rule, the permission appeared to extend beyond the class of persons contemplated by the Act of Parliament.

The council, therefore, placed themselves in communication with the proper authorities with a view to having the rule in question altered; but they afterwards ascertained that the question had been raised before Mr. Justice Willes, on the application of a person who was not an attorney, and had not subscribed to the Parliamentary roll at the time of the passing of the Act, and his Lordship had refused such application. The council, therefore, considered it unnecessary to take further notice of what, at first sight, seemed to be a manifest inconsistency in the language of the Act of Parliament and of the rules.

(To be continued.)

SOCIAL SCIENCE ASSOCIATION.

The annual business meeting of members of this association was held on Friday, the 30th ult., to receive a report from the council, and to elect officers and standing committees for the ensuing year, G. W. Hastings, Esq., in the chair. It was reported that during the session just brought to a close there had been thirty-six meetings for the reading and discussion of papers, representations by means of deputations or memorials had been made to the Government in reference to the Control of Criminals, the Bankruptcy Bill, the Endowed Schools Bill, the Scotch Education Bill, the Extension of the Contagious Diseases Act, the Suppression of Gambling Farms in Hong Kong, and the Registration of Nurses. A deputation also waited upon the Earl of Mayo, previous to his lordship's departure for India, to urge the necessity of instituting inquiries as Governor-General into the prison discipline of that country. Petitions were presented to Parliament on the subject of the Habitual Criminals Bill, the Endowed Schools Bill, the Beerhouse Licensing Bill, the Real Estates Intestacy Bill, the Evidence further Amendment Bill, and the Married Women's Property Bill. A communication was made to the Trades Union Commission, strongly recommending the appointment of a public prosecutor for the repression of outrages of the kind which had been brought under their notice. A form for preparation of hospital accounts had been drawn up and circulated among the principal metropolitan and provincial hospitals with a view to introduce uniformity and render investigation comparatively easy. The joint committee of the association and the British Medical Association had framed a schedule for presentation to the Sanitary Commission illustrative of an inquiry into the whole subject for the United Kingdom. Officers and standing committees were elected for the ensuing year. The next annual congress was announced to take place at Bristol on the 29th Sept. next.

LEGAL OBITUARY.

J. M. WINGFIELD, Esq.

The late John Muxloe Wingfield, Esq., barrister-at-law, of Tickenote Hall, Rutland, who died on the 17th ult., in the 80th year of his age, was the oldest son of the late John Wingfield, Esq., of Tickenote (who died in 1841), by Mary Anne,

daughter of E. Muxloe, Esq., of Pickwell, county Leicester, and was born in 1790. He was educated at Harrow and St. John's College, Cambridge, where he graduated B. A. in 1812 and proceeded M. A. in 1815, and having chosen the Bar as his profession, he was called to the Bar at the Middle Temple in 1815. He was magistrate and deputy-lieutenant for county Rutland, and chairman of the Quarter Sessions, and served as high sheriff of that county in 1828. He married in 1819 Catherine Anne Harriet, only daughter of H. L. Lee, Esq., of Coton Hall, county Salop, and by her, who died in 1863, had issue four sons and three daughters.

J. CORRY LOWRY, Esq.

The late James Corry Lowry, Esq., Q.C., of Rockdale, county Tyrone, who died at his residence in Mountjoy-square, Dublin, on the 20th ult., in the 61st year of his age, was the eldest son of the late James Lowry, Esq., of Rockdale, by Henrietta, daughter of T. Pepper, Esq., of Gallygarth, county Meath, and was born in 1809. He was called to the Irish Bar in 1837, and received a silk gown in 1867; was a magistrate for county Tyrone, and master of the Court of Exchequer in Ireland. He was thrice married; first, in 1832 to Dorinda, daughter of the late Captain Jones; secondly, 1847, Ellen, widow of F. Gamble, Esq.; and thirdly, in 1850, to Jane, daughter of Booth Jones Esq., and has left issue.

LEGAL NEWS.

A JERSEY JUDGE AND HIS FEES.—The straits to which Jersey officials, owing to the emptiness of the island exchequer, are driven for money have been repeatedly referred to in the *Times*. Last Saturday the Jersey Jurats sat as a Court of Admiralty, when they gave judgment in several cases against the South-Western and Weymouth and Channel Islands Packet Companies for harbour dues which both companies allege to be excessive and unwarranted, but which the States have determined to enforce. A characteristic conversation was originated by the Bench. Judge Le Montais asked why his fees had not been paid for attendance on the bench in the last South-Western Steam Packet Company's case. He added, "In all Admiralty cases we are entitled to 2s. fees." The Attorney-General (who appeared as counsel for the States): "I am not going to advance money for the public; I cannot get paid my own fees." Judge Le Montais: "But the harbour-master should advance the money; he is continually receiving harbour dues." The Attorney-General said the money could not be advanced without an order from the Committee of Harbours. If the judges wished, he would apply to the committee, but unless provided by the committee with cash, he would not advance a single halfpenny for the public. Judge Le Montais: "But, the Greffier informs me his fees have been paid." The Attorney-General explained that this was by mistake. He should not in another case pay the fees. The Greffier: "In that case the cause would not be inscribed on the list." The Attorney-General: "I will not advance money for the public." Judge Le Montais: "The harbour-master must pay our fees." The Harbour-Master: "You must make an order to that effect as my discharge." Judge Le Montais: "You don't want anything of the kind. Shall we not be in the States to vouch for the order we now give you?" The harbour-master assented. In order to appreciate the conversation fully, it is necessary to bear in mind that the judge, who seems apprehensive of losing his 2s., sat in a case equivalent to a Crown prosecution, and the insular resources are his security for the fees. The Attorney-General, who declined to advance a halfpenny for the public, was at the time the advocate of the public, that is, of the States. Confidence in the future finances of Jersey, therefore, would seem at a low ebb.

THE GAZETTES.

Professional Partnerships Dissolved.

Gazette, July 27.

MATTHEWS, RICHARD GARDNER; CARTER, WILLIAM; and BELL, EDWARD SAMUEL, attorneys and solicitors, Leadenhall-st. July 17.
PECK, KENRICK, and MAYNARD, JOSEPH HENRY, attorneys and solicitors, Southampton-buildings. Dec. 31, Debts by Peck.

Bankrupts.

Gazette, July 30.

To surrender at the Bankrupts' Court, Basinghall-street.

ANIDJAH, ABRAHAM, commission agent, Stratford-pl. Camden-town. Pet. July 27. O. A. Paget. Sol. Norman, Saville-st. Piccadilly. Sur. Aug. 13.
BARNETT, ALFRED, mercantile clerk, Peckham-grove, Camberwell. Pet. July 28. O. A. Paget. Sol. Kent, Cannon-st. Sur. Aug. 17.
BISHOP, STEPHEN WILLIAM, grocer, Plumstead. Pet. July 28. O. A. Paget. Sols. Evans and Laing, John-st. Bedford-row. Sur. Aug. 12.
BROOKS, GEORGE GREAVES, dealer in works of art, High-st. Notting-hill. Pet. July 23. O. A. Paget. Sol. Cooke, Gresham-buildings, Basinghall-st. Sur. Aug. 12.

CHIT, WILLIAM PAUL, general commission agent, Basinghall-st. Reg. July 24. Reg. Brougham. O. A. Paget. Sol. Gostley, Bow-st, Covent-garden. Sur. Aug. 17.

DAVIES, JOHN THOMAS, grocer, Gortport. Pet. July 23. Reg. Murray. O. A. Parkyns. Sol. Busrt, Guildhall-chimbs, Basinghall-st. Sur. Aug. 13.

DAVIS, HENRY, dealer of beer, Week-st, Hackney. Pet. July 23. O. A. Paget. Sols. Holmes and Holmes, Finsbury-pl. Sur. Aug. 11.

FEWELL, CHARLES, no occupation, Princes Risborough. Pet. July 23. O. A. Paget. Sol. Brougham. Sur. Aug. 17.

GUTHRIE, THOMAS HENRY, cab proprietor, Long-y, Lamb's Conduit-st. Pet. July 23. O. A. Paget. Sol. Scott, South-sq, Gray's-inn. Sur. Aug. 17.

GRANT, FREDERICK WILLIAM, clerk in an insurance company, Kenton-st, Euston rd. Pet. July 24. Reg. Brougham. O. A. Paget. Sol. Harrison, Basinghall-st. Sur. Aug. 12.

HADLEY, JOHN GOTTIEB, licensed victualler, Oxford. Pet. July 23. O. A. Paget. Sol. Cooke, Gresham-bldgs, Basinghall-st. Sur. Aug. 12.

HALL, JAMES, superannuated clerk in Her Majesty's dockyard at Portsmouth, Titchborne. Pet. July 23. O. A. Paget. Sols. Harrison and Co, Cannon-st; and Long, Portsea. Sur. Aug. 13.

HARRIS, HENRY BEEMAN, commission agent, Landport. Pet. July 23. O. A. Paget. Sols. Westall and Co, Leadenhall-st. Sur. Aug. 13.

JACKSON, JAMES, assistant to a fencing master, Barossa-pl, Brompton. Pet. July 24. Reg. Brougham. O. A. Paget. Sol. Brougham. Sur. Aug. 17.

JAMES, HENRY VALE, surgeon, Canning-town. Pet. July 23. O. A. Paget. Sols. Treherne and Co, Aldermanbury. Sur. Aug. 17.

JAMES, WILLIAM THOMAS, builder, late Campbell-rd, Holloway. Pet. July 23. Reg. Brougham. O. A. Paget. Sol. Biddles, South-sq, Gray's-inn. Sur. Aug. 13.

JENKINS, WILLIAM, builder, Archway-pl, Upper Holloway. Pet. July 23. O. A. Paget. Sol. Price, Serjeants'-inn, Fleet-st. Sur. Aug. 12.

JOHN, THEOPHILUS LARKIN, out of business, Lansdowne-crsnt, Notting-hill. Pet. July 23. Reg. Murray. O. A. Parkyns. Sols. Lawrence, Pleas, Boyer, and Baker, Old Jewry-chimbs. Sur. Aug. 17.

KAPPA, CHRISTOPHER JOSEPH, gas engineer, Ann's-rd, South Hackney. Pet. July 24. O. A. Paget. Sol. Dennis, Southampton-bldgs, Holborn. Sur. Aug. 17.

KETTON, ADOLPH, soapmaker, Kenton-st, Brunswick-sq, and Wilton-news, Russell-sq. Pet. July 23. O. A. Paget. Sol. Marshall, Lincoln's-inn-fields. Sur. Aug. 13.

MACDONALD, ALFRED WILLIAM, out of business, Milton-st, Fulham. Pet. July 23. O. A. Paget. Sol. Cooke, Gresham-bldgs, Gray's-inn. Sur. Aug. 17.

MILLER, ADOLPHUS, ropemaker, Westbourne Hermitage. Pet. July 23. O. A. Paget. Sol. Denny, Coleman-st. Sur. Aug. 13.

MORRIS, GEORGE THOMAS, builder, Manchester-st, Notting-hill. Pet. July 27. O. A. Paget. Sol. Kane, Westbourne-pk-crsnt, Notting-hill. Sur. Aug. 13.

NASE, WILLIAM JAMES, manager to a refreshment-house keeper, Dunstan-sq, Kingsland-rd. Pet. July 23. O. A. Paget. Sol. Denny, Coleman-st. Sur. Aug. 13.

OSBORNE, GEORGE ANTHONY, wine merchant, Eastbourne. Pet. July 23. O. A. Paget. Sol. Smith, Gresham-house, Old Broad-st. Sur. Aug. 11.

ROBERTS, JAMES, has manufacturer, Goldsmith-row, Hackney-rd. Pet. July 27. O. A. Paget. Sol. Lewis, Hackney-rd. Sur. Aug. 13.

ROBERTS, JAMES HUTCHINSON, baker, Drury-l. Pet. July 23. O. A. Paget. Sol. Saddler, Moorgate-st. Sur. Aug. 12.

SIMMONS, ABRAHAM, carriage maker, Eldon-terrace, Brompton. Pet. July 27. O. A. Paget. Sol. Barnett, New Broad-st. Sur. Aug. 13.

SMITH, JAMES CHARLES ALOYSIUS, fruiterer, Great Yarmouth. Pet. July 23. O. A. Paget. Sol. Grundy, Budge-row. Sur. Aug. 12.

SMITH, THOMAS, son, brewer, Old Kent-rd. Pet. July 23. O. A. Paget. Sol. Croft, Mark-l. Sur. Aug. 12.

SMITH, ALFRED, no business, George-st, Woolwich. Pet. July 23. O. A. Paget. Sol. Peeverly, Gresham-bldgs, Sur. Aug. 13.

SPENCER, ALFRED, baker, Erith. Pet. July 26. O. A. Paget. Sols. Bennett and Co, Moorgate-st. Sur. Aug. 12.

THOMSON, WALTER RANGER, toy dealer, Kingston. Pet. July 27. O. A. Paget. Sol. Hinch, jun, King-st, Chesham. Sur. Aug. 13.

WILKINS, LEWIS HENRY, MANTLE, WILLIAM THOMAS, makers, Margaret-st, Cavendish-sq. Pet. July 22. O. A. Paget. Sol. Wood, Basinghall-st. Sur. Aug. 11.

WYLLIE, CONSTANCE, out of business, Lavender-rd, Battersea. Pet. July 23. Reg. Brougham. O. A. Paget. Sol. Biddles, South-sq, Gray's-inn. Sur. Aug. 12.

YATES, LUCY ANN, widow, tavern keeper, Greenwich. Pet. July 23. O. A. Paget. Sol. Hicks, Coleman-st. Sur. Aug. 13.

WILKINS, DANIEL SPENCER, commission agent, Nelson-sq, Black-hill-rd. Pet. July 23. O. A. Paget. Sol. Daniel, Rolls-cham-bes, Chancery-l. Sur. Aug. 13.

To surrender in the County.

APLEY, WILLIAM, licensed beer retailer, Burton-upon-Trent. Pet. June 12. Reg. Tudor. O. A. Harris. Sols. Perkins, Burton-upon-Trent, and Messrs. Hodgson, Birmingham. Sur. Aug. 13.

BARTON, CHARLES TITWILL, auctioneer, Brookley-ter, Peckham. Pet. July 23. Reg. O. A. Chater. Sol. Archer, Lowestoft. Sur. Aug. 3.

BICKLEY, JOHN, butcher, Sheffield. Pet. July 23. O. A. Young. Sol. Fernell, Sheffield. Sur. Aug. 13.

BROOK, SAMUEL, baker, Brixton. Pet. July 23. Reg. Tudor. O. A. Kinnear. Sol. Parry, Birmingham. Sur. Aug. 13.

BUTLEY, THOMAS JOSEPH, brick maker, Kirkby Overblow. Pet. July 23. Reg. O. A. Gill. Sol. Richardson, Harrogate and Knaresborough. Sur. Aug. 13.

CRAW, GEORGE, beer retailer, Bristol. Pet. July 23. Reg. O. A. Harley and Gibbs. Sur. Aug. 13.

CERNALL, HENRY THOMAS, butcher, Brighton. Pet. July 23. Reg. O. A. Evershed. Sol. Mills, Brighton. Sur. Aug. 14.

CORR, WILLIAM HENRY, tailor, Manchester. Pet. July 9. Reg. O. A. Key. Sur. Aug. 10.

COLLINGS, GEORGE YOUNG, bird dealer, Norwich. Pet. July 16. Reg. O. A. Palmer. Sur. Aug. 11.

CORR, PETER, boat builder, North Shields. Pet. July 30. Reg. O. A. Ingledew. Sols. Tinsley, Adamson, and Adamson, North Shields. Sur. Aug. 12.

COWAN, ROBERT, grocer, Whitehaven. Pet. July 27. Reg. O. A. Vere. Sol. Webster, Whitehaven. Sur. Aug. 14.

COWELL, THOMAS, butcher, Leicester. Pet. July 24. Reg. O. A. Ingram. Sol. Pells, Leicester-agent, Aug. 14.

DALY, ROBERT, surgeon, Llanstephan. Pet. July 23. Reg. O. A. Harley and Gibbs. Sur. Aug. 13.

DAVIES, FANNY, manager to a licensed victualler, Birkenhead. Pet. July 27. Reg. O. A. Wason. Sol. Price, Liverpool. Sur. Aug. 13.

DAVIS, BENJAMIN, cabinetmaker, Llanelli. Pet. July 22. Reg. O. A. Morris. Sol. Rees, Llanelli. Sur. Aug. 3.

DEY, WALLIS, railway goods porter, Barnard Castle. Pet. July 23. Reg. O. A. Watson, jun. Sol. Nixon, Barnard Castle. Sur. Aug. 11.

DELLS, SAMUEL, beerhouse keeper, Gloucester. Pet. July 24. Reg. O. A. Wilton. Sol. Cooke, Gloucester. Sur. Aug. 14.

FERGUSON, HENRY, grocer, Bristol. Pet. July 27. Reg. Wilde. O. A. Acraman. Sols. Henderson and Salmon, Bristol. Sur. Aug. 11.

GROFFIN, CHARLES, hop merchant, Wincheap. Pet. July 20. Reg. O. A. Callaway. Sol. Minter, Folkestone. Sur. Aug. 10.

GRIFFIN, JAMES PRINCE WEEKES, insurance agent, Keighley. Pet. July 23. O. A. Young. Sur. Aug. 10.

GREEN, PERCIVAL, weaver, Foleshill. Pet. July 22. Reg. O. A. Key. Sol. Horner, Coventry. Sur. Aug. 13.

GRIFFITHS, JOHN FRANKS, auctioneer, Liverpool. Pet. July 27. Reg. O. A. Turner. Sol. Ely, Liverpool. Sur. Aug. 13.

HALL, JAMES MULLINS, clerk, Cardiff. Pet. July 23. Reg. Wilde. O. A. Acraman. Sols. Ingledew and Ince, Cardiff, and Press and Inskip, Bristol. Sur. Aug. 11.

HARDWY, HENRY, gardener, Chesham. Pet. July 24. O. A. Gifford. Sol. Smith, Reading. Sur. Aug. 10.

HAWORTH, EDWARD, farmer, Blackburn. Pet. July 23. Reg. O. A. Bolton. Sols. Clough and Polding, Blackburn. Sur. Aug. 13.

HUGHES, JAMES, farmer, Portway, near Wells. Pet. July 24. Reg. O. A. Harley and Gibbs. Sur. Aug. 13.

HUGHES, HERMAN, licensed victualler, Middlesbrough. Pet. July 27. Reg. O. A. Crosby. Sol. Clemmet, jun., Stockton. Sur. Aug. 11.

REARD, BENEDICT, travelling draper, Northampton. Pet. July 23. Reg. O. A. Dennis. Sol. White, Northampton. Sur. Aug. 14.

HUDSON, JOHN BONNELL, out of business, Kirkdale. Pet. July 23. O. A. Turner. Sol. Ely, Liverpool. Sur. Aug. 11.

HUNT, GEORGE, shoemaker, Huntingdon. Pet. July 27. Reg. O. A. Hawkins. Sols. Messrs. Richardson, Oundle and Thrapston. Sur. Aug. 13.

JEPSON, SAMUEL, out of business, Mansfield. Pet. June 21. Reg. O. A. Patchell. Sol. Cusumam, Mansfield. Sur. Oct. 5.

JONES, EVAN, clerk, Merthyr Tydfil. Pet. July 24. Reg. O. A. Russell. Sol. Plews, Merthyr Tydfil. Sur. Aug. 10.

JONES, GEORGE WORRAL, wine merchant, Everton. Pet. July 23. O. A. Turner. Sols. Jones and Paterson, Liverpool. Sur. Aug. 10.

KENNEY, THOMAS CHARLES GEORGE, butcher, Brighton. Pet. July 27. Reg. O. A. Evershed. Sol. Mills, Brighton. Sur. Aug. 14.

KETTLE, PETER, agricultural implement maker, Stamford. Pet. July 27. Reg. Tudor. O. A. Harris. Sol. Law, Stamford. Sur. Aug. 10.

LEA, HENRY, butcher, Birmingham. Pet. July 27. Reg. O. A. Langley. Sol. Enser, Cardiff. Sur. Aug. 10.

LLOYD, JOHN, auctioneer, Longton. Pet. July 23. Reg. Tudor. O. A. Ward. Sol. Longton. Sur. Aug. 13.

LLOYD, MARY, beer-seller, Much Wenlock. Pet. July 23. Sol. Walker, Wellington. Sur. Aug. 11.

LOVEROCK, GEORGE, licensed victualler, Kingswinford. Pet. July 23. Reg. O. A. Harward. Sol. Stokes, Dudley. Sur. Aug. 13.

MARSTON, JOHN, provision and delicatessen, Birmingham. Pet. July 23. Reg. O. A. Guest. Sol. Free, Birmingham. Sur. Aug. 27.

MARTINDALE, JOHN SOWERBY, joiner, Birkenhead. Pet. July 23. Reg. O. A. Wason. Sol. Downham, Birkenhead. Sur. Aug. 11.

MAYNARD, PHILIP, grocer, Bristol. Pet. July 24. Reg. O. A. Harley and Gibbs. Sol. Beckingham. Sur. Aug. 13.

MCCANN, JAMES, brick maker, Kirby Overblow. Pet. July 23. Reg. O. A. Holden. Sols. Edge and Dawson, Bolton. Sur. Aug. 10.

MEYRICK, FRANCIS, beer-seller, late Runcorn. Pet. June 16. Reg. Fardell. O. A. M'Neill. Sur. Aug. 10.

NABBY, JOHN, out of business, Leamington Priors. Pet. July 27. Reg. O. A. Tibbitts. Sol. Sanderson, Warwick. Sur. Aug. 14.

OTLEY, MATTHIAS, four dealer, Ely. Pet. July 23. Reg. O. A. Langley. Sur. Aug. 12.

PEARCE, JOHN, tin plate manufacturer, Aberllyr (trading as the Aberllyr Tin Plate Company). Pet. July 23. Reg. Wilde. O. A. Acraman. Sols. Fussell and Prichard, Bristol. Sur. Aug. 11.

POWELL, THOMAS, boot manufacturer, Leominster. Pet. July 27. Reg. O. A. Kinnear. Sols. Bedford, Leominster; and Messrs. James and Griffin, Birmingham. Sur. Aug. 13.

PRIESTLEY, WILLIAM, shoemaker, Tordomron. Pet. July 27. Reg. O. A. Eastwood. Sol. Storey, Halifax. Sur. Aug. 16.

RHODES, WILLIAM JOHN, coal agent, Bishop Auckland. Sur. Aug. 13.

ROBINSON, JAMES, coal and barwick, Leeds. Sur. Aug. 13.

RIDSDALE, WILLIAM, licensed victualler, Blackburn. Pet. July 23. Reg. Fardell. O. A. M'Neill. Sol. Storer, Manchester. Sur. Aug. 11.

RING, HENRY THOMAS, tobacconist, Dorking. Pet. July 24. Reg. O. A. Hart. Sol. Young, Dorking. Sur. Aug. 9.

ROBERTS, SAMUEL CHARLES, butcher, Sheffield. Pet. July 23. Reg. O. A. Wake and Rodgers. Sol. Micklethwaite, Sheffield. Sur. Aug. 13.

ROBERTS, WILLIAM JOHN, printer, Llanrwst. Pet. July 23. Reg. O. A. Turner. Sols. Evans and Lockett, Liverpool, for James, Llanrwst. Sur. Aug. 11.

ROGERS, RICHARD, licensed victualler, Hereford. Pet. July 23. Reg. Tudor. O. A. Kinnear. Sols. Badham, Bromyard; and Messrs. James and Griffin, Birmingham. Sur. Aug. 13.

SALVIDGE, WILLIAM, grocer, Brighton. Pet. July 23. Reg. O. A. Evershed. Sol. Runcles, Brighton. Sur. Aug. 16.

SANDERS, CHARLES, out of business, Longton. Pet. July 23. Reg. O. A. Keary. Sol. Ward, Longton. Sur. Aug. 14.

SARNOOD, JOHN, grocer, Warminster. Pet. July 23. Reg. O. A. Danglefield. Sol. Norwood, Ashford. Sur. Aug. 16.

SMITH, THOMAS, tailor, late Longridge, near Preston. Pet. July 23. Reg. Fardell. O. A. M'Neill. Sur. Aug. 16.

SOARES, LUCIANO LINO, commercial traveller, Manchester. Pet. July 23. Reg. Fardell. O. A. M'Neill. Sol. Gardner, Manchester. Sur. Aug. 16.

SPENCER, WILLIAM, older merchant, Aberystwyth. Pet. July 23. Reg. O. A. Batt. Sol. Jones, Aberystwyth. Sur. Aug. 10.

STEPHENSON, GEORGE, steamboat owner, North Shields. Pet. July 23. Reg. O. A. Ingledew. Sols. Leitch, Kewney, and Dodd, North Shields. Sur. Aug. 13.

SUNNER, JOHN CHARLES, commercial buyer, Manchester. Pet. July 23. Reg. O. A. Hulton. Sol. Horner, Manchester. Sur. Aug. 14.

TROWBRIDGE, GEORGE, printer, Liverpool. Pet. July 23. Reg. O. A. Turner. Sol. Forrest, Liverpool. Sur. Aug. 3.

TURPIN, GEORGE RICHARD, painter, Walsall. Pet. July 23. O. A. Clarke. Sol. Stanley, Walsall. Sur. Aug. 16.

WITFILL, GEORGE, solicitor's clerk, Carlisle. Pet. July 23. Reg. O. A. Robinson. Sol. Hill, Bradford. Sur. Aug. 17.

WILLIAMS, WILLIAM, pig dealer, Llangian. Pet. July 12. Reg. O. A. Owen. Sol. Roberts. Sur. Aug. 4.

Gazette, Aug. 3.

To surrender at the Bankrupts' Court, Basinghall-street.

BAKER, SUSANNAH, widow, lodging-house keeper, Brunswick-sq. Pet. July 23. Reg. Brougham. O. A. Paget. Sol. Biddles, South-sq, Gray's-inn. Sur. Aug. 17.

BARNES, JOHN WILLIAM, carpenter, Brookley-ter, Peckham. Pet. July 23. Reg. Pepps. O. A. Graham. Sol. Watson, Basinghall-st. Sur. Aug. 13.

BEARDSLEY, CHARLES, woollen merchant, Adelaide-rd, Hampstead. Pet. July 23. O. A. Paget. Sol. Bilton, Colman-st. Sur. Aug. 11.

BERTIN, FREDERICK, working jeweller, Northampton-rd, Clerkwell. Pet. July 23. O. A. Paget. Sol. Ricketts, Frederick-st, Gray's-inn-rd. Sur. Aug. 17.

BRIANT, THOMAS, baker, Henley-on-Thames. Pet. July 30. O. A. Paget. Sols. Messrs. Berkeley, Lincoln's-inn-fields. Sur. Aug. 13.

CANNON, EDWARD WILLIAM, auctioneer, Hart-st, Bloomsbury. Pet. July 31. O. A. Paget. Sol. Begbie, Essex-st, Strand. Sur. Aug. 19.

CARREK, LAMBERT JEAN VICTOR, professor of the French language, York-st, Portman-sq. Pet. July 29. O. A. Paget. Sol. Pitman, Guildhall-chimbs, Basinghall-st. Sur. Aug. 17.

CRAWCOUR, SAMUEL WALTER, commercial clerk, Alderney-rd, Mile-End-rd. Pet. July 30. O. A. Paget. Sol. Maniere, Great Bedford-row. Sur. Aug. 15.

EYERBECK, WILLIAM, agent, Gracechurch-st. Pet. July 29. O. A. Paget. Sol. Digby, Clement's-lane. Sur. Aug. 18.

GAITES, DAVID, out of business, Tottenham. Pet. July 30. O. A. Paget. Sol. Willis, Hunter-st. Sur. Aug. 18.

GARNED, GEORGE, auctioneer, Hackney-rd. Pet. July 30. O. A. Paget. Sol. Ball, Tokenhouse-yd. Sur. Aug. 18.

GRIFFITHS, GEORGE, commission agent, Jackson-rd, Holloway. Pet. July 23. Reg. Brougham. O. A. Paget. Sol. Biddles, South-sq, Gray's-inn. Sur. Aug. 17.

GUTTERIDGE, ROBERT, butcher, Crisp-st, Poplar New-town. Pet. July 29. O. A. Paget. Sol. Steadman, London-wall. Sur. Aug. 18.

HAMILTON, JOHN, beer retailer, Walworth-rd. Pet. July 23. O. A. Paget. Sol. Bigby, Basinghall-st. Sur. Aug. 18.

HERMAN, PAUL MAXWELL, and HUGHES, WALTER, wine merchants, Mark-l, and High-st, Southwark. Pet. July 17. O. A. Paget. Sol. Ashurst and Co, Old Jewry. Sur. Aug. 17.

JENNER, ALFRED, lime merchant, Steyning. Pet. July 23. O. A. Paget. Sols. Smith, Fawcett, and Co, Steyning. Sur. Aug. 13.

JUSTICE, PHILIP WILLIAM, no business, Brighton. Pet. July 27. O. A. Paget. Sol. Lewis, Albany, Piccadilly. Sur. Aug. 13.

LAWRENCE, JOHN, cab proprietor, Ledbury-mews-north, Bayswater. Pet. July 30. O. A. Paget. Sol. Drake, Basinghall-st. Sur. Aug. 13.

MILFORD, WILLIAM, sen., smith, Fleming-rd, Kennington. Pet. July 29. O. A. Paget. Sol. Biddles, South-sq, Gray's-inn. Sur. Aug. 18.

MULLY, WILLIAM, general shopkeeper, Upper Hemerton-st, Colston-rd. Pet. July 27. O. A. Paget. Sol. Kane, Westbourne-pk-crsnt, Paddington. Sur. Aug. 13.

ROGERS, JACOB, greengrocer, Southampton. Pet. July 23. Reg. Pepps. O. A. Graham. Sols. Stocken and Co, Leadenhall-st, for Loner, Southampton. Sur. Aug. 17.

SHAW, JAMES FREDERICK, photographer, Newman-st, Oxford-st. Pet. July 27. O. A. Paget. Sol. Le Riche, Warwick-ct, Gray's-inn. Sur. Aug. 13.

SIMPSON, GEORGE, coachman, Regent-st, Lambeth. Pet. July 23. Reg. O. A. Paget. Sol. Pitman, Stamford. Sur. Aug. 13.

SHIPTON, ROBERT, journeyman paper hanger, Nottingham-st, Marylebone. Pet. July 29. O. A. Paget. Sol. Wright, Great Portland-st. Sur. Aug. 18.

SKETCHLEY, ROBERT, meat salesman, Charterhouse-l, Smith-field. Pet. July 23. O. A. Paget. Sol. Ricketts, Frederick-st, Gray's-inn-rd. Sur. Aug. 19.

SMITH, JAMES, saddler, Northam's-bldgs, Euston-rd. Pet. July 23. O. A. Paget. Sol. Vant, Leadenhall-st. Sur. Aug. 17.

SMITH, JOHN, engineer, Leadenhall-st, and Victoria-ter, Mile-end. Pet. July 27. Reg. Brougham. O. A. Paget. Sol. Drake, Basinghall-st. Sur. Aug. 17.

SOILLEUX, FREDERICK, stock and share dealer, Cambridge-ter, Hackney. Pet. July 23. O. A. Paget. Sol. Fox and Robinson, Gresham House, Old Broad-st. Sur. Aug. 13.

TASSELL, JOHN, brickmaker, Upchurch, near Sittingbourne. Pet. July 30. O. A. Paget. Sols. Nickinson, and Co. Chancery-l, and Prall, and Co, Rochester. Sur. Aug. 18.

TOMLIN, JOHN, contractor, Fountain-wharf, Bermondsey-wall; Oxford-st, and White Horse-l. Pet. July 27. O. A. Paget. Sol. Towne, Bow-st. Sur. Aug. 13.

WILLMOTT, JOSEPH, saw mill proprietor, Midford-pl, Tottenham-rd. Pet. July 29. Reg. Murray. O. A. Parkyns. Sols. Treherne and Wolferton, Aldermanbury. Sur. Aug. 18.

To surrender in the County.

ANTHONY, FREDERICK GEORGE, attorney's clerk, Seaford. Pet. July 27. Reg. O. A. Hime. Sol. Gray, Liverpool. Sur. Aug. 16.

ASHCROFT, RICHARD DAWBER, beerhouse keeper, Hulme. Pet. July 9. Reg. Fardell. O. A. McNeill. Sur. Aug. 17.

BELL, THOMAS, shopkeeper, Sheffield. Pet. July 30. Reg. O. A. Wake and Rodgers. Sols. Messrs. Binney, Sheffield. Sur. Aug. 19.

BURRIS, RICHARD, grocer, Dursley. Pet. July 23. Reg. Tudor. O. A. Kinnear. Sols. James and Griffin, Birmingham. Sur. Aug. 13.

BURROWS, THOMAS, labourer, Sutton, near St. Helen's. Pet. July 30. Reg. O. A. Ansell. Sol. Swift, St. Helen's. Sur. Aug. 18.

CARR, WILLIAM, joiner, Newcastle-upon-Tyne. Pet. July 19. Reg. Gibson. O. A. Laidman. Sol. Bousfield, Newcastle-upon-Tyne. Sur. Aug. 18.

DAVISON, JOHN, wheelwright, New Worthy, near Leeds. Pet. July 23. Reg. O. A. Marshall. Sol. Tompest, Leeds. Sur. Aug. 16.

EVANS, DAVID, general dealer, Carmarthen. Pet. July 31. Reg. O. A. Lloyd. Sol. Bishop, Llandilow-lawr. Sur. Aug. 8.

EVATT, WILLIAM, builder, Istock. Pet. July 23. Reg. O. A. Lacey. Sol. Wilson, Market Bosworth. Sur. Aug. 18.

FOX, CHARLES JAMES, barman, Liverpool. Pet. July 30. Reg. O. A. Hime. Sol. Gray, Liverpool. Sur. Aug. 18.

GILES, JOHN, out of business, Leeds. Pet. July 19. Reg. O. A. Marshall. Sol. Harle, Leeds. Sur. Aug. 16.

HARGREAVES, WILLIAM, stock and share broker, Leeds and Bradford, and Bond and Barwick, Leeds. Sur. Aug. 16.

HARRELL, ROBERT, grocer, Old Shildon. Pet. July 29. Reg. O. A. Thorpe. Sol. Thornton, Bishop Auckland. Sur. Aug. 16.

HAYDEN, JOHN, boarding-house keeper, Bristol. Pet. July 31. Reg. O. A. Harley and Gibbs. Sols. Benson and Elliston. Sur. Aug. 13.

HEAPS, ALFRED KIDSON, plumber, Hunslet, Leeds. Pet. July 29. Reg. O. A. Marshall. Sols. Messrs. Emley, Leeds. Sur. Aug. 16.

HOLT, BENJAMIN, baker, Beaconsfield. Pet. July 13. Reg. O. A. Holloway. Sol. Spicer, Great Marlow. Sur. Aug. 18.

HUNT, GEORGE, shoemaker, Westleigh. Pet. July 31. Reg. O. A. Holden. Sol. Hull and Rutter, Bolton. Sur. Aug. 18.

JAMES, CHARLES EDWARD, victualler, Ventnor. Pet. July 29. Reg. O. A. Blake. Sol. Joyce, Newport. Sur. Aug. 14.

JOHN, ELIZABETH, widow, out of business, Wick, near Bridgend. Pet. July 29. Reg. Wilde. O. A. Acraman. Sol. Morgan, Cardiff, and Beckingham, Bristol. Sur. Aug. 13.

JONES, THOMAS, (trading as Jones and Gordini), Liverpool. Pet. July 30. O. A. Turner. Sols. Lace, Banner, Gill, Newton, and Bushby, Liverpool. Sur. Aug. 13.

JUMP, MARY, Southport. Pet. July 16. Reg. O. A. Welsby. Sur. Aug. 14.

METCALFE, THOMAS, cowkeeper, Everton. Pet. July 29. O. A. Turner. Sol. Ritson, Liverpool. Sur. Aug. 14.

MYATT, ROBERT, farmer, Longdon, near Rugeley. Pet. July 29. Reg. Hill. O. A. Kinnear. Sols. Crabb, Rugeley, and James and Griffin, Rugeley. Sur. Aug. 13.

NIXON, MATTHEW, carter, Egham. Pet. July 30. Reg. O. A. Gregory. Sol. Spiller, Egham. Sur. Aug. 17.

PAGE, HEWITT, provision dealer, St. Helen's. Pet. July 20. O. A. Turner. Sols. Evans and Lockett, Liverpool, agents for Barrow. Sur. Aug. 13.

SLATER, HENRY, plumber, Upper Wortley, near Leeds. Pet. July 22. Reg. O. A. Marshall. Sol. Harle, Leeds. Sur. Aug. 16.

SMALLWOOD, WILLIAM, manager of a public house, Liverpool. Pet. July 23. Reg. O. A. Hime. Sol. Thornley, Liverpool. Sur. Aug. 17.

TAYLOR, PETER, bookkeeper, Manchester. Pet. July 30. Reg. O. A. Kay. Sol. Gould, Manchester. Sur. Sept. 8.

TUNNA, THOMAS ROBERTON, grocer, Underbank, Stockport. Pet. July 23. Reg. Fardell. O. A. McNeill. Sols. Sutton and Elliott, Manchester. Sur. Aug. 16.

TYLER, JOHN, out of business, Bilsdale. Pet. July 31. Reg. O. A. Crisp. Sol. Martin, Pershore. Sur. Aug. 19.

WATT, DAVID, beerhouse keeper, Sheffield. Pet. July 30. Reg. O. A. Wake and Rodgers. Sols. Messrs. Binney, Sheffield. Sur. Aug. 19.

WALKER, HENRY, jun., tobacconist, Nottingham. Pet. July 27. Reg. O. A. Patchett. Sol. Belk, Nottingham. Sur. Oct. 6.

WHITAKER, JAMES, labourer, Bristol. Pet. July 23. Reg. O. A. Harley and Gibbs. Sol. Beckingham. Sur. Aug. 13.

WILCE, WILLIAM, quarryman, East Dean. Pet. July 17. Reg. O. A. Burrow. Sur. Aug. 16.

WILKS, EDWARD, butcher, Leeds. Pet. July 17. Reg. O. A. Marshall. Sur. Aug. 16.

YATES, JOHN, grocer, Oldbury. Pet. July 31. Reg. Tudor. O. A. Kinnear. Sol. Collis, Birmingham. Sur. Aug. 20.

BANKRUPTCIES ANNULLED.

Gazette, July 27.

KILBY, HENRY JOHN, hotel keeper, Fifey. May 6, 1869.

PICKERING, JOHN, and SANDERS, SAMUEL ROWE, railway wagon builders, Rotherham. Aug. 1, 1863.

SANDERS, SAMUEL ROWE, wagon builder, Rotherham. July 14, 1863.

Gazette, July 30.

BEAKE, JAMES, beer retailer, Bristol. June 1, 1869.

HEWINS, HENRY, out of business, Eastington, near Stonehouse. March 15, 1864.

LEWIS, DAVID, woollen merchant, Manchester. March 24, 1869.

ROBINSON, WILLIAM CLARK, grocer, Titchmarsh. May 1, 1869.

Dividends.

BANKRUPT'S ESTATES.

The Official Assignees are given, to whom apply for the Dividends.

Cohen and Benjamin, warehousemen, first, 7s. 8d. Paget, London.—Druce, T. A. Innkeeper, final, 3s. Stansfield, London.—Gode, B. C. attorney, final, 8d. Parkyns, London.—Hamilton, J. gentleman, final, 10s. 2d. Paget, London.—Hamilton, J. lieutenant in German legion, first, 2s. 6d. Paget, London.—Johnson, G. H. admiralty clerk, first, 1s. 12d. Paget, London.—Knight, J. sen. butcher, second, 2d. Paget, London.—Montgomery, A. merchant, second, 2s. 6d. Paget, London.—Nichols, J. shipowner, first, 1s. 3d. Paget, London.—Norris, R. B. baker, first, 2d. Paget, London.—Paget, T. furnishing undertaker, first, 1s. 14d. Paget, London.—Wileman, F. C. grocer, &c., first, 1s. 4d. Paget, London.

Assignment, Composition, Inspectorship, and Trust Needs.

Gazette, July 30.

ASTON, CHARLES, ironmonger, Swansea. July 1. Trusts. 8s. Whitefield, metallic bedstead manufacturer, Birmingham, and W. Greenslade, brush manufacturer, Bristol.

BRIDGE, GEORGE, waste dealer, Fallowthorpe. July 24. 3s. on Sept. 24.

BRIGHT, WILLIAM HENRY, butcher, Upwell. June 30. 4s. in 2 mos. Trust. J. Means, farmer, Upwell.

BRUNDRITT, JEMIMA, provision dealer, Manchester. July 7. Trusts. J. Taylor, accountant, Manchester, and J. Dean, provision dealer, Salford.

BRUNTON, GEORGE, wine merchant, Oxford. July 19. 2s. 6d. in 1 mo.

BUCK, WILLIAM, and WATKIN, WILLIAM, engineers, Halifax. July 1. Trusts. J. Fisher, bank manager; J. Pulman, iron merchant, and W. Duckin, ironfounder, all Halifax.

CRAMPION, CHARLES FARR, carpenter, Bristol. July 8. Trust. W. Bowman, auctioneer, Bristol.

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VOL. XLVII.—No. 1976.

To Readers and Correspondents

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NEW LAW REPORTS.

MAGISTRATES', MUNICIPAL and PARISH LAW CASES and APPEALS decided in all the Courts. Edited by EDWARD W. COX, Serjeant-at-Law, Recorder of Portsmouth, Editor of "Cox's Criminal Law Cases." Vols. I., II., III., and IV., in half-calf, 25s. each. Part VII. Vol. V. just published. Price 5s. 6d.

JOINT-STOCK COMPANIES' CASES, decided by all the Courts, with NOTES, &c. Part XXIII. just published, price 5s. 6d. Parts I. to XXII. may still be had. Also Vols. I. and II., which contain all the Cases decided from the 1st Jan. 1864 to 1868. Price 2l. 2s. each in half-calf.

Just published, Part IV. of Vol. XI. of **COX'S CRIMINAL LAW CASES**; in the Court of Criminal Appeal, the Superior Courts, the Central Criminal Court, at the Assizes, and in Ireland. Edited by E. W. COX, Serjeant-at-Law, Recorder of Portsmouth. Price 5s. 6d.

The Parts and Volumes may still be had to complete sets. It is the only complete series of Criminal Cases published in England. An Appendix contains a valuable collection of *Precedents of Judgments*.

London: 10, Wellington-street, Strand, W.C.

Just published, price 8s. 6d., boards, **EVANS'S LAW DIGEST** (Vol. 7, Part 2, being Part 48 from the commencement), containing all the Cases reported and Statutes enacted during the last half-year (October 1868, and April 1869), so arranged that the practitioner can find in a moment the latest law on any subject. This is the only Half-yearly Digest of the Law. Established for 24 years.

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THE

Law and the Lawyers.

THE vacant Lord Justiceship of Appeal in Chancery is a position which it may be found difficult to fill satisfactorily, unless Lord CAIRNS or Sir ROUNDELL PALMER accepts it. The duties of Lord CAIRNS, in a political point of view, are at present very important, and considerable doubt is expressed concerning his probable inclination to return to his old post. On the other hand we have been given to understand that Sir ROUNDELL PALMER is disinclined to give up his magnificent practice, unless called to the woolpack. In the event of Lord CAIRNS and Sir R. PALMER both declining, it is considered that Vice-Chancellor JAMES stands first in the ranks for promotion. These speculations, however, are somewhat premature; for the Profession has, up to the time at which we write, almost entirely confined itself to expressions of regret at the loss of a most amiable Judge, and one who never forgot the friendships formed during his career at the Bar.

ACCORDING to the Judicial Statistics, published on Thursday, the LORDS JUSTICES sat last year 146 days by themselves and on two days with the LORD CHANCELLOR.

THE annual provincial meeting of the members and friends of the Metropolitan and Provincial Law Association will be held this year in the city of York, and will commence on Tuesday, the 19th Oct., at eleven o'clock in the forenoon, in the Board Room, Museum-street, Mr. EDWARD LAWRENCE, of London, the chairman of the association, presiding. The members of the association and their friends will afterwards dine with the Yorkshire Law Society, at the Royal Station Hotel, York, Mr. JOHN JAMES PAUL MOODY, of Scarborough, the president of that society, taking the chair. A further meeting will be held the following day at eleven o'clock, in the Board Room, Museum-street, under the presidency of Mr. LAWRENCE. On the Thursday there will be an excursion by special train to Scarborough, where the visitors will be entertained at a *dejeuner* by the Yorkshire Law Society, and will afterwards be conveyed back to York in time to reach London that night. It is of great importance to the interests, not only of the association, but of the Profession generally, that these annual meetings should pass off in a spirited and successful manner; and the metropolitan members trust that their provincial brethren will embrace the opportunity to express their opinion as to the best mode of conducting

the affairs of the association; an opinion which will be the more valuable to the London members of the committee, as being expressed at a meeting composed chiefly of provincial members. The half-yearly meeting of the Solicitors' Benevolent Association will be held in the Board Room, Museum-street, York, on Wednesday, the 20th Oct., at ten o'clock.

SIR ROUNDELL PALMER's admirable and exhaustive speech on the differing laws of marriage in this country, and the serious inconveniences that result from it, will be found at length in its proper place. The obstacle to reform lies, we believe, in Scotland, which persists in preserving its own code intact, although fraught with objections that have never been answered. The consequences of the confused state of the marriage law, which differs in each of the three kingdoms, are much more serious and extensive than is commonly supposed. The remedy is obvious—uniformity, making it a civil rite, with certain prescribed forms, and leaving the religious ceremony to be performed in any manner the parties please. That is the Continental plan, and it works admirably. The English plan approaches to it very nearly, and is generally approved. Why cannot Scotland do what all the rest of the civilised world does in this momentous question?

"NEXT Session" is the "to-morrow" of legislation; to it are all good intentions remitted. Enough work is already promised for next session to occupy three sessions. Among them is the consolidation and amendment of the law of highways, and, we hope, the abolition of turnpikes.

The following motions are to be made:—

Sir Henry Bulwer—To move a resolution in favour of adopting vote by ballot for the future election of members of Parliament.

Mr. Cranford—To call attention to the operation of the Parliamentary Elections Act 1868.

Mr. Christopher Denison—To move for a select committee to inquire into the present operation of the law "awarding compensation for death and personal injuries caused by wrongful act or neglect," in so far as it exposes railway companies to unlimited damages at the discretion of a jury.

Mr. Dodds—Bill to amend the laws relating to the registration of Parliamentary voters in counties in England and Wales.

Viscount Enfield—Bill to amend the laws regulating the qualifications, summoning, attendance, and remuneration of special and common juries in England and Wales.

Mr. Eykyn—Bill for the appointment of a public prosecutor.

Mr. Russell Gurney—Bill to amend the law relating to the property of married women.

Mr. Vernon Harcourt—To move to repeal so much of the Reform Acts as make the right of voting for members of Parliament dependent on the payment of rates.

Sir George Jenkinson—Bill to amend the law in regard to revision and commutation of capital sentences.

Mr. M'Mahon—Bill for facilitating the granting of new trials in all criminal cases.

Mr. Monk—To call attention to the disabilities under which the civil servants of the Crown in the Revenue Departments still labour in reference to Parliamentary elections; and to move for a select committee.

Mr. Mundella—To move in reference to the operation of the Factories and Workshops Acts.

Mr. Raikes—To protect the earnings and secure the property of married women.

UNLIQUIDATED DEMANDS IN BANKRUPTCY.

BEFORE the passing of the Bankruptcy Act 1861, unliquidated damages for breach of contract could not be proved. That Act, by its 153rd section, provided that "if any bankrupt shall, at the time of adjudication, be liable, by reason of any contract or promise, to a demand in the nature of damages which have not been and cannot be otherwise liquidated or ascertained, it shall be lawful for the court, acting in prosecution of such bankruptcy, to direct such damages to be assessed by a jury, either before itself or in a court of law, and to give all necessary directions for such purpose; and the amount of damage, when assessed, shall be proveable as if a debt due at the time of the bankruptcy." A perfectly new question has arisen on this section, relating to the meaning of the words "contract or promise:" (*Johnson v. Skafte*, 20 L. T. Rep. N. S. 909.)

That case came to the Court of Queen's Bench on appeal from the County Court. In the proceedings in the latter court, the claim sought to be enforced against the defendant, and which he contended was barred as a debt provable under his bankruptcy, was a claim for compensation for injury and loss alleged to have been sustained by the plaintiff, who occupied a room in the defendant's house, by reason of the defendant having allowed the rent of the premises to get into arrear, thereby causing the plaintiff's goods to be distrained by the landlord. The plaintiff paid the amount necessary to release his goods, and after that payment had been made the defendant became bankrupt, and in due course obtained his order of discharge. The plaintiff neither proved nor claimed to prove under the bankruptcy in respect of this cause of action; but after the defendant had obtained his order of discharge the plaintiff commenced proceedings against him in the County Court, and the learned Judge allowed the case to go to the jury, who found a verdict for the plaintiff. The defendant appealed, on the ground that, as the claim was provable under the bankruptcy, it was barred by his order of discharge.

The judgment of the court upon the question was shortly this: That the 153rd section is intended to refer to express contracts, and not to implied contracts arising out of the relation of parties to one another. The court indeed seemed to agree that the section contemplated only mercantile contracts. Mr. Justice Hayes stated this to be the case as if he possessed some special knowledge, for he says unequivocally "The 153rd section of the Bankruptcy Act 1861 was passed with reference to mercantile contracts made by the bankrupt, an illustration of which is given in the case of *Green v. Bicknell*, 8 Ad. & El. 701, cited by Mr. Chitty in his book on Contracts, where an agreement was made for the sale of oil, which should arrive by a certain ship, and when the oil was tendered to the party who contracted to purchase it, he refused to take it; on his afterwards becoming bankrupt the measure of the claim against him was the difference between the contract and market prices at the time when he should have fulfilled his contract. But though the market price was known to the parties in that case, it was nevertheless held that the claim sounded in damages, and could not be proved under the bankruptcy. That was a grievance which is now remedied." And he agreed that the present claim was to be regarded as an action of tort, although, had it been framed in contract, it might have been difficult to say that it could not be regarded in that light also.

BREACH OF PROMISE OF MARRIAGE.

A LIEUTENANT in a marching regiment has been by a Surrey jury, cast in damages of 2000*l.* for having refused to marry a girl, to whom he had thoughtlessly engaged himself, because he had not an income sufficient for their respectable maintenance. What a mockery of justice! Two young people fall in love, swear eternal fidelity, and, burning to marry without calculating the cost, ask the consent of friends. Prudent parent says, "No; I cannot approve your taking a wife when your income does not suffice to maintain yourself, and if you do, I shall withdraw my allowance." The young man is counselled to prudence, and he reluctantly resolves not to make a fool of himself and bring the young lady to poverty. For this an action is brought against him, and a sapient jury awards to the young lady 2000*l.* as damages for the loss she has sustained in escaping from a barrack life with an income of something less than a hundred a year!

Sentimental juries have done many strange things in actions for breach of promise, but never anything so monstrous as the verdict to which we refer. There was no seduction in the case; the defendant had insinuated nothing against the reputation of the plaintiff; his sole excuse was the very solid one, that his pay did not enable him to maintain a wife, and his father had declared he would stop his allowance if he were such a fool as to marry. Surely a valid excuse; surely such an one as every jurymen would have recognised in his own case. Is a promise of marriage, however hastily made, to be fulfilled at all hazards of happiness to the parties? A law that can operate in the manner we have described must be a bad law, and requires amendment.

And it will be worse hereafter. The new law

of evidence admits the woman as a witness in this form of action. It may be well imagined what scenes will be enacted in the witness-box, and how readily soft sayings will be construed into offers of marriage by the too willing witnesses. Against the oath of a pretty girl, what will be the oath of the unlucky man? If juries forget justice in sentimentalism in the absence of the plaintiff, what will be their softheadedness and softheadedness in her presence? Actions will be more frequent than ever, and verdicts more absurd. The only remedy for the coming flood of mischief will be, to place the contract of marriage under the Statute of Frauds, and require that it shall be in writing. This would secure deliberation in the making of it, and certain proof, now wanting, that it has ever been made at all.

THE REVISING BARRISTERS ON THE HOME CIRCUIT.

THE facts to which we called attention last week have been the subject of several questions to the HOME SECRETARY in the House of Commons. The answers given have not been satisfactory, the LORD CHIEF BARON stating in his letter merely that he had not said that the Judges had "agreed" that the appointments should be given to Judges' sons. We threw somewhat of a veil over the matter, but "Temple," writing to the *Pall Mall Gazette*, has laid bare all the circumstances.

He writes: "When the appointments of revising barristers were made last summer there were on the Home Circuit only eight gentlemen soliciting re-election, and there would have been, therefore, in ordinary course, two vacancies to be filled up under 6 Vict. c. 18. But by 31 & 32 Vict. c. 58, an Act specially passed last year to expedite the registration before the general election, it was provided that the number of revising barristers to be appointed on the Home Circuit for the year 1868 should be fifteen, so that there were besides the two above mentioned five extra appointments, in all seven, to be made, and Mr. Baron MARTIN, then the senior Judge of assize, accordingly appointed, in addition to the eight who had previously held the posts, the following gentlemen:—

	Standing at the Bar.
Mr. G. Francis (Recorder of Faversham).....	18 years.
Mr. Philips	11 "
Mr. Witherspoon	6 "
Mr. Cowie	6 "
Mr. Channell (son of Mr. Baron Channell)	5 "
Mr. Williams (son of Mr. Justice Williams) (a)	4 "
Mr. Macleod	3 "

"Mr. Baron MARTIN allotted to Mr. FRANCIS one of the regular districts which had become vacant through the resignation of Mr. DEEDS, a barrister of thirty-nine years' standing. The appointment of Mr. FRANCIS and Mr. PHILIPS gave general satisfaction to the Circuit (which numbers about 400 members), and it was presumed that those two gentlemen would, as a matter of course, be reappointed this year.

"To the astonishment of all uninitiated, Chief Baron KELLY, the present senior Judge of assize, on being called upon to nominate, as usual, the ten revising barristers for the Home Circuit, thought it desirable to pass over Mr. FRANCIS and Mr. PHILIPS, and to select in their stead Mr. CHANNELL, the son of Mr. Baron CHANNELL, and a Mr. C. E. JEMMETT, a gentleman whose name does not appear either in the *Law List* or in the printed circuit list as a member of the Home Circuit at all, but who, it is believed, has gone the circuit this summer for the first time, and who practises as an equity draughtsman in Lincoln's-inn and in the Lancashire Chancery Court. If a reason is sought for this appointment it may, perhaps, be found in the fact that Mr. JEMMETT is fortunate enough to be the grandson of a former Lord Chancellor, 'an old and valued friend' of the CHIEF BARON."

We have pointed out that it is more essential now than it hitherto has been that revising barristers should possess some experience. To make the appointments subservient to influence must tend to weaken the confidence of the public as certainly as it disgusts all the working members of the Bar.

(a) The Right Honourable Sir E. V. Williams, till recently one of the judges of the Common Pleas.

THE NEW LAWS OF THE SESSION.

XI.—SPECIALTY AND CONTRACT DEBTS.

(32 & 33 Vict. c. 46.)

THIS Act is designed to abolish the distinction as to priority of payment between the specialty and simple contract debts of deceased persons. It enacts that, in the administration of the estate of every person dying after Jan. 1, 1870, no debt or liability shall be entitled to any preference or priority by reason merely that the same is secured by or arises under a bond, deed, or other instrument under seal, or is otherwise made or constituted a specialty debt; but all the creditors are to be treated as standing in equal degree, and to be paid accordingly out of the assets, whether legal or equitable.

XII.—HIGH CONSTABLES.

(32 & 33 Vict. c. 47.)

The abolition of the office of High Constable is accomplished by this Act, which enacts, by sect. 2, that when vacancies occur in this office they are not to be filled up, except where the High Constable is the returning officer at an election. Notices hitherto served by that officer are to be sent by post by the clerk to the justices. In actions against the hundred for compensation, the chief constable of police is to represent the hundred. Justices may give compensation to any person whose emoluments may be affected by this Act. Where any part of a hundred is within a borough or place having a separate police jurisdiction, the hundred is, for the purposes of this Act, to be deemed to be in the county in which the other part of such hundred or district is situate.

It is to be cited as "The High Constable's Act 1869."

XIII. COLLECTION OF FINES AND FEES BY STAMPS.

(32 & 33 Vict. c. 49.)

The object of this statute is to enable local authorities to avail themselves of the very convenient plan, adopted in the public offices, of collecting fines and fees by means of stamps. The local authority is defined to mean, in a county, the justices in general or quarter sessions assembled, and, in a borough, the council or other governing body.

Where the clerks to justices are paid wholly or in part by salary, the local authority may order that all or any of the fees, fines, and penalties payable to the treasurer of such county or borough shall be received by means of stamps, denoting the sums payable, and not in money, and the Treasury may order dies to be made and stamps issued for that purpose. Thereafter, unstamped documents are not to be valid. The local authority may authorise persons to sell such stamps, on such terms as it directs. The expenses are to be a charge upon the rate.

A series of penalties is then imposed for forging, uttering, selling, defacing, or having in possession forged stamps.

The Act is to be cited as "The Local Stamp Act 1869."

XIV.—COUNTY COURTS (ADMIRALTY JURISDICTION).

(32 & 33 Vict. c. 51.)

This Act amends certain defects in the Act that gave a limited Admiralty jurisdiction to the County Courts. It is to be read and interpreted as one Act with that statute.

The jurisdiction of the County Courts is hereby extended:

1. To any claim arising out of any agreement in relation to the use or hire of any ship; and as to any claim in tort in respect of goods carried in any ship to the extent of 300*l.*

2. To any of such claim exceeding 300*l.* in amount where the parties agree in writing to give the County Courts jurisdiction.

The 3rd section of the Act of 1868 is to extend to all claims for damage to ships, whether by collision or otherwise, to the amount of 300*l.*

In any Admiralty cause in the County Court, the judge may be assisted by two mercantile assessors, subject to the same rules as affect nautical assessors in the Act of 1868.

The assessor of the Court of Passage of Liverpool is empowered to make general rules and orders.

The Act is to come into operation on Sept. 1, and is to be cited as "The County Court Admiralty Jurisdiction Act 1868."

XV.—THE MUNICIPAL FRANCHISE.

(32 & 33 Vict. c. 55.)

This Act makes certain regulations as to the

municipal franchise. One year's occupation is to be sufficient qualification instead of two years as hitherto. A councillor or alderman may be elected if he resides within fifteen miles of the borough, although by reason of his residence beyond seven miles he is not entitled to be on the burgess roll, provided that he be otherwise qualified to be on the roll (s. 3).

Where any borough, having less than four wards, is divided into a greater number of wards, the qualification for alderman or councillor is not therefore to be altered or increased.

Proprietors of shares in companies are not to be deemed contractors, so as to be disqualified from election to municipal offices by reason of being parties to a contract with the corporation: (s. 5.)

Every nomination for the office of councillor, assessor, or auditor must be sent to the borough clerk, so that the same may be received in his office before five o'clock in the evening of the last day for nomination.

Elections to supply extraordinary vacancies are to be held before the alderman of the ward, or mayor where there are no wards, the continuing assessor, and such burgess as the mayor shall appoint.

This Act is to be construed as one with the Municipal Corporation Act (5 & 6 Will. 4, c. 76).

DIGEST OF SHIPPING LAW CASES FROM 1860 TO 1864.

Edited by F. O. CRUMP, Esq., Barrister-at-Law.
(Continued from page 278.)

ARREST (Continued).

2. *Consular courts.*—Arrest of ship in cases of bottomry before consular courts is usual, and it is also competent to them to entertain proceedings in rem in collision cases. The jurisdiction of consular courts explained: (*The Colchide*, J. C. P. C., Aug. 5, 1863; 1 Mar. Law Cas. 378.)

3. *Law of foreign countries.*—Advances—Bottomry bond.—A law sanctioning arrest for advances will not convert a transaction on personal credit into a bottomry transaction; but the existence of such a law, in the absence of proof that the advances were made on personal credit, supports the presumption that the advances were made on the credit of the ship. *The Alexander*, 1 Dods. 278; *The Augusta*, 1b. 233; *The Vibilia*, 1 W. Rob. 1, compared: (*The Laurel*, A. C. Nov. 3 & 10, 1863; 1 Mar. Law Cas. 405; 33 L. J. 17.)

4. *Illegal detention of salvors.*—Action for extravagant amount.—Salvors, having arrested a foreign vessel in the Admiralty Court, in an action for an extravagant amount, and only 10*l.* being awarded by magistrates, were held liable in damages for the illegal detention of the ship and for costs. The ship was detained under arrest, the owners being unable to obtain bail for the amount claimed: (*The Elbonore*, A. C. Nov. 17, 1863; 1 Mar. Law Cas. 400.)

5. *Damage by negligence before transshipment.*—Liability.—A ship from which goods are transhipped is not liable to arrest for damage arising from negligence before the transshipment: (*The Invades*, A. C. Feb. 26, and March 4, 1862; 1 Mar. Law Cas. 200; 31 L. J. 129, Adm.)

ASSIGNMENT.

1. *Assignment of agreement to build ship.*—Registration of agreement.—An agreement to build a schooner was assigned to secure 500*l.* and future advances. The ship herself was also assigned. This agreement was cancelled, and a contract entered into with the assignee to complete the ship and sell it to him for a sum including the 500*l.* The lien under the first agreement was held to be destroyed by merger of the sum secured in the sum named in the second agreement, but it was held that there was a lien under the latter agreement for the 500*l.* actually advanced. It was doubted whether the deed of assignment required registration under the Bills of Sale Act. It was held that the deed of sale did not: (*Swanston v. Clay*, Ch. C. April 22 and June 11, 1863; 1 Mar. Law Cas. 343; 8 L. T. Rep. N. S. 563; 9 Jur. N. S. 401; 32 L. J. 338, 503; 4 Giff. 187.)

2. *Off freight by master.*—A master is not entitled to assign freight by means of bills of lading as security for advances made to him abroad. If he had such a right, the shipowner might lose his lien for chartered freight when more than bill of lading freight. The proper way to secure such advances when necessary, is by a bottomry bond: (*Reynolds v. Jez*, Q. B. 1865; Mich. Mar. Reg. June 24.)

BAIL.

1. *Collision.*—Security in cross action in personam decreed, where plaintiffs in first action in rem had obtained bail: (*The Cameo*, A. C., Feb. 11, 1862; 1 Mar. Law Cas. 191.)

2. *Security.*—Bail for costs.—Application to extend it.—Where, in a cause of damage, in which

the vessel of the defendants had been arrested, it appeared upon affidavits that the plaintiffs were mistaken as to the identity of the vessel proceeded against, and the defendants offered to disclose the real wrongdoer, the court refused to accede to an application to extend the security to be given by the plaintiffs to meet the costs if unsuccessful, so as to cover the damages caused by the wrongful arrest. Cases may arise in which the court will extend the amount beyond the costs: (*The Peri*, 32 L. J. 46, Adm.; 8 Jur. N. S. 1230.)

3. *Amount sued for insufficient to cover damage by collision.*—Bail not having been given in a collision suit, and the amount sued for being less than the actual cost of repairs to the ship, the plaintiff was allowed to amend by increasing the amount: (*The Mæander*, A. C., May 19, 1862.)

4. *Claims disallowed.*—Reduction.—In an action by a master for alleged disbursements, bail was given to cover all claims. The court, deciding that it had no jurisdiction as to some of the claims, reduced the bail in proportion: (*The Chieftain*, A. C., March 3, 1863; 1 Mar. Law Cas. 327; 32 L. J. 106; 9 Jur. N. S. 388; 8 L. T. Rep. N. S. 120.)

BAR (LOADING OUTSIDE OF).

(See *Charter-party*, 5.)

(*The General Steam Navigation Company v. Slipper*, 1 Mar. Law Cas. 180; 5 L. T. Rep. N. S. 641; 32 L. J. 185, C. P.)

BARGE.

1. *Damage done to "dummies" by steam-ship.*—A ship in charge of a pilot came into collision with barges or "dummies" attached to a pier in the river Thames, by which the barges were damaged. In an action brought against the owners of the ship, it was held that they were not liable, because the master and crew were in no degree to blame; and that it made no difference whether the damage was the result of accident or the fault of the pilot: (*The Castor*, A. C., March 16, 1859; 1 Mar. Law Cas. 205; 6 L. T. Rep. N. S. 106.)

BILL OF LADING.

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1. *Refusal to ship acids and gunpowder.*—Stipulation in charter-party as to signing bills of lading, &c.—Condition precedent—Freight—Demurrage.—A charter-party contained a stipulation that the captain should "attend daily at the broker's office to sign bills of lading," and also to receive goods on board, and it was held that this stipulation was a condition precedent to the right of shipowner to sue for freight. A claim for demurrage is not applicable where there is a refusal by the master to take a cargo which *bonâ fide* he did not think was a proper one. The court acted on the law as laid down in *Abbott on Shipping*, edit. 1847, p. 266: (Error from the Common Bench, *Seegur v. Duthie and others*, E. C. Nov. 30, 1860; 1 Mar. Law Cas. 3; 29 L. J. 253, C. P.; 2 L. T. Rep. N. S. 483; 8 C. B. N. S., 45, 72; 30 L. J. 65, C. P.; 6 Jur. N. S. 1095; 7 Jur. N. S. 239; 3 L. T. Rep. N. S. 478.)

2. *Consular manifest.*—Charterer handing copies of bills of lading to shipowner—Custom at Liverpool—Misrepresentation.—A charterer is not bound to hand over to a shipowner copies of bills of lading in order that a consular manifest may be made out, there being no mercantile usage imposing such a duty upon him. The existence of a custom among merchants at a particular port for shippers of goods to make out for the captain a correct copy of bill of lading, cannot impose a duty which is not named in the contract. The handing over by the charterer of six out of eight bills of lading "as for the whole" would be a mere misrepresentation, for which, if fraudulently made, an action would lie at the instance of the shippers, but not at that of the shipowner. Distinction between *Boorman v. Brown*, 3 Q. B. 511; and *Burnett v. Lynch*, 5 B. & C. 589: (*Dutton v.*

Powles, Q. B. Jan. 22 and 25, 1861; 1 Mar. Law Cas. 22; E. C. Feb. 3 and 8, 1862; 1 Mar. Law Cas. 209; 3 L. T. Rep. N. S. 695; 31 L. J. 191, Q. B., in error; 6 L. T. Rep. N. S. 224; 8 Jur. N. S. 970; 2 B. & S. 174, in error; 8 Law Dig. 601.)

3. *Indorsement—Liability for freight.*—18 & 19 Vict. c. 111.—An indorsee of a bill of lading, who had indorsed it over to a purchaser for valuable consideration, was held not liable for freight under 18 & 19 Vict. c. 111 (the Bills of Lading Act), he not being the person to whom the property would ultimately pass under such bill of lading. It was held, further, that the common law liability of the assignee is founded on the principle that the actual receipt of the cargo is a good consideration for an implied promise to pay the charge attaching to it: (*Smurthwaite v. Wilkins*, C. B., Feb. 11, 1862; 1 Mar. Law Cas. 198; 5 L. T. Rep. N. S. 842; 7 L. T. Rep. N. S. 65; 31 L. J. 214, C. P.; 11 C. B. N. S., 842.)

4. *Demurrage—Liability of assignee of bill of lading.*—Reference to charter-party.—In an action for demurrage against the assignee of a bill of lading, the evidence was that the bill of lading made the goods deliverable to the assignee on his paying freight according to charter-party, and that in the margin of such bill of lading was the following:—"There are eight working days for unloading in London." The defendant was held exempt from liability on the ground that there was no intimation in the bill of lading that the person receiving the goods thereunder was to pay demurrage: (*Chappel v. Comfort*, 31 L. J. 58, C. P.; 8 Jur., N. S., 177; 3 L. Dig. 1363; 4 L. Dig. 309.)

5. *Liability of shipper—Freight—Effect of indorsement to shipowner—Vesting property in goods.*—18 & 19 Vict. c. 111.—The defendant shipped at Liverpool on board the plaintiffs' vessel certain goods, and the master signed a bill of lading, which stated that the goods were shipped by the defendant, "as agent," and were to be delivered at the port of Colombo, "unto order or assigns, he or they paying freight for the goods." Before the shipment the plaintiffs advanced to E., on whose behalf the goods were shipped 400*l.*, under an undertaking by E. that he would indorse to them as security a bill of lading of the goods, wherein the freight should be payable by E. in this country. The defendant indorsed the bill of lading to E., who indorsed it to the plaintiffs as security for the advance, and a further advance made upon an estimate between the plaintiffs and E. of the value of the goods freight free. E. did not pay the freight, and it was held that the defendant was liable under the bill of lading to pay the freight to the plaintiffs. It was held further that 18 & 19 Vict. c. 111, did not vest the property in the goods in the plaintiffs, as indorsees of the bill of lading, so as to deprive them of their right to sue the defendant for the freight: (*Fox v. Nott*, 3 L. Dig. 1259; 6 H. & N. 630.)

6. *Effect of condition in bill of lading—Delivery of goods—Measure of damages.*—An action was brought by consignees of goods against the shipowner for non-delivery according to bills of lading in which there was a condition that the goods should be taken from the ship by the consignees immediately the ship was ready for discharge, and that otherwise they would be landed or put into craft at the merchant's risk and expense. The goods were landed at dock the day after the ship was ready for discharge, but after the consignees were ready to receive on payment of freight; and the goods having been detained for some time for dock charges, payment of which was refused, it was held, that it was for the jury whether the consignees had complied with the condition, or whether, if not, the defendant had gone beyond it in landing the goods; but that even if the plaintiffs were entitled to recover, yet they might have received the goods on payment of a small sum under protest, and they were not entitled to recover full damages for the delay, as their proper course was to have paid the disputed sum under protest, and then sued to recover it: (*Alexiadi v. Robinson*, 2 F. & F. 679, Cockburn, C. J.)

7. *Signature of master—Freight.*—The master of a ship is not entitled to sign bills of lading at a lower rate of freight than previously contracted for by the owners: (*Pickernell v. Jauberry*, 3 F. & F. 217, Erle, C. J.)

FEES ON BEERHOUSE LICENCES.

WE have received the following correspondence, which, just now, is important:

TO THE EDITOR OF THE "LAW TIMES."

Swindon, Wilts, 11th Aug. 1869.

Sir,—As there has been considerable doubt expressed whether justices' clerks could charge the same amount of fees for the certificate of justices as were allowed by statute for the alehouse licences, we wrote to the Home Secretary on the subject, and, having been favoured with his reply, we forward it for insertion in your paper, as

it might be serviceable as a guide to the clerks.—
We remain, yours obediently,

BRADFORD AND FOOTE.

[COPY.]

Whitehall, 4th Aug. 1869.

Gentlemen,—I am directed by Mr. Secretary Bruce to acknowledge the receipt of your letter of the 29th ult., relative to fees payable to clerks to justices under the Wine and Beer-house Act 1869, and I am to inform you that Mr. Bruce is of opinion that the words in the 8th section of that Act cannot be construed so as to empower clerks to justices to demand the fees payable in respect of licences, under the 15th section of the Act 9 Geo. 4, c. 61.—I am, Gentlemen, your obedient servant.

A. F. O. LIDDELL.

The Clerks to the Justices acting at Swindon.

PRIVILEGED COMMUNICATIONS.

We quote the following from a contemporary :

A subject of no small importance to the general public was mooted at the recent gathering of doctors at Leeds too late to elicit the discussion which it undoubtedly deserves. Mr. Bateman, a Norwich practitioner, pointed out the very serious consequences which result from the present doubtful condition of the law as to the "privileged" or "non-privileged" nature of the communications between medical men and their patients. That in innumerable cases there could be no possible confidence placed in a doctor's discretion unless he were bound by a tacit obligation to secrecy, is a truth which few people would venture to deny. The doctor, in fact, stands towards his patients very much in the same relationship as the confessor, under the Roman Catholic system, towards his penitents. It is needless to specify cases in detail in which men and women would be absolutely shut out from all medical help if there were any chance of the public getting the slightest hint of the matter. And, in truth, the medical profession, as a rule, set up to their obligations of this kind with the most rigorous honour. Yet, as Mr. Bateman reminds us, doctors have now and then been compelled, in a court of law, to violate this pledge of secrecy, to the extreme injury of those who have consulted them. He specified various instances of great hardship and cruelty resulting from the existing practice, among others an accusation of poisoning, and a remarkable will case, in which a surgeon was forced to make public the true cause for which he had been called in to attend a female servant by her mistress's desire, and by which irreparable mischief was inflicted upon her. Vice-Chancellor Kindersley decided that he was bound to reveal the facts of the case, and the doctor was not only compelled to damage his patient for life, and having been guilty of no criminal offence whatsoever, but he had to pay 30*l.* for his own costs in getting the point of law determined. The question at issue is clear enough. On the one side is the danger of a miscarriage of justice, owing to the absence of important evidence. On the other is a destruction of that confidence between doctors and their patients without which the exercise of the healing art would in some cases be practically impossible.

Cordially do we indorse the views here suggested. The limitations of privileged communication, as recognised by the existing law, are irrational, unjust, and most injurious. All communications to persons whose calling raises a fair presumption that they are made in confidence, should be protected against compulsory revelation in the witness-box. A clergyman calls upon a sick or dying sinner to confess and repent. Under this solemn obligation he tells the story of his crimes. A patient makes known to his doctor secrets not to be divulged without shame and injury. Should not both be privileged communications? Is it not right to encourage the sinner to make his peace with Heaven? Is it not just to permit the sick in mind or body to tell their malady freely to him who cannot heal them unless he knows them? The revelations of a client to his solicitor are privileged, on the express ground of necessity that the client should without restraint give the information requisite to the due conduct of his suit. Surely the saving of the soul and the healing of the mind or of the body are at least as important as the protection of property.

It is objected that secrecy in such cases would defeat the administration of justice. It is not so. If it were known that the secret would be revealed, it would not be confided to the clergyman or the doctor, and in such case justice is kept in the dark as perfectly as if the lips of the receiver of the secret were sealed. Communications that ought to be made without reserve are by the existing law either prevented or mutilated, to the grievous injury of the sufferer, and to the advantage of none. We trust that the Recorder,

to whom the country is already indebted for so many improvements in the criminal law, will next session undertake this one also.

THE LIABILITIES OF RAILWAY COMPANIES.

THE verdicts of juries in actions against railway companies have at length obtained attention in the House of Commons. Parliament being prorogued, the question of railway liability cannot be further discussed, except in the press, and there is therefore ample time for its consideration in all its bearings.

A very common error has been fallen into by the public journals, who have attempted an utterly useless analogy. Our readers will recollect a case, which we should imagine will come before the courts in banc, where damages to the extent of 1500*l.* were obtained by a person who tripped over a hole in a carpet upon a railway company's premises. The question is thereupon asked whether damages for such an accident would have been given or even sought for against a private individual. There is positively no analogy whatever between the two cases.

The liability of a company springs from the contract which the law implies between the company and the public that due care shall be taken by the former for the safety of the latter. The public go upon the premises of railway companies by invitation, and their so doing is a matter of gain to the companies. On the other hand anyone who enters upon the premises of a private individual is either a trespasser, or he is there by permission of the owner. But no contract can be implied on the part of the owner that the premises shall be in such a state of thorough repair that his visitor may not meet with an accident. We should not contend that railway companies are to be made responsible to the extent recently sanctioned, but it is very difficult to draw the line. We doubt much whether Parliament ought to do it.

In respect of another division of the question of the liability of companies, we have a case from Ireland upon the subject of "through" booking. Our readers will recollect *Zunn's case*, 20 L. T. Rep. N. S. 873, in which the liability of a company to a passenger was held to be limited to lines worked by them, or over which they have running powers, under sect. 7 of the Canal Traffic Act. The general liability of a company accepting a passenger with a through ticket given by another company was not decided. The liability in respect of goods has been discussed and adjudicated upon in the Irish case, a report of which, in the *Exchequer Chamber*, is given in the *Irish Law Times*. The importance of the question induces us to append this report, as follows:—

This case came before the Court of Exchequer Chamber upon appeal by the defendants from the decision of the Court of Queen's Bench allowing the cause shown against a conditional order that a verdict should be entered for the defendants in pursuance of the leave reserved in that behalf by the learned judge (Fitzgerald, J.) who tried the case. As appears from the learned judge's certificate, the action was brought for loss and injury to thirty-one bullocks of the plaintiff, delivered to the defendants to be carried from Dublin to Leicester, via Liverpool. Two of the cattle died, and several of the rest received injuries on the sea passage between Dublin and Liverpool:

"The question between the parties eventually was, whether there was evidence of a contract on the part of the defendants to carry the cattle from Dublin to Leicester.

"The evidence for the plaintiff on this subject was as follows:

"First, Patrick M'Court, the plaintiff, deposed as follows: On the 30th Oct. 1867 I took thirty-one bullocks to the North Wall, and went to Mr. Harden at his office there. [Armstrong, Serjt. calls on plaintiff to show that Harden was the agent of the defendants.] On former occasions I had booked cattle with Harden for the London and North-Western Railway Company, and paid the fare for the whole journey from Dublin at the office of the company in Liverpool. On the 30th Oct. I told Harden I had the thirty-one bullocks to go to Leicester by the London and North-Western Railway Company, and he said, 'All right; you are in time for the late boat.' I got no docket. I brought the cattle to the ship, and they were shipped by the foreman of the boat. I told Harden's man in the office the same as I had told him. My man, Finnegan, went on the ship with the cattle. I paid for the cattle in Liverpool, as by this docket, which is correct. (Docket handed in.)

"Cross-examined—Finnegan was charged 1*s.* for

his passage; I have seen bills like this yellow one (now produced), but have never read the whole of any of them; I have formerly sent cattle by the City of Dublin Steam Packet Company to Liverpool. The London and North Western Railway Company have their own office on the North Wall for the transmission of goods, via Holyhead; Harden books for them; Roberts, of the North Wall, is the agent of the London and North Western Railway Company; Harden is agent of the City of Dublin Company.

"Patrick Finnegan—I went with the cattle; got a ticket from Harden, and paid 1*s.* for my bed; arrived at Liverpool at seven next morning; the men of the London and North Western Railway Company then took charge of the cattle and fed them, and put them on the trucks. I paid the fare at the office of the company in Liverpool, and got this waybill, which I gave up at Leicester. (a)

"Cross-examined.—I have been over before: I got a ticket on going over; I believe this is it; the men of the railway companies attend the arrival of the steamers with badges on their arms, and drive off the cattle for their different companies.

"Joseph Finnegan, cattle dealer—I know Harden; have shipped cattle with him for the interior of England by the defendants' line of railway, and I always paid in Liverpool at their office for the whole journey from Dublin.

"Patrick Shiels, horse dealer—I know Harden, and I have more than once booked horses with him for England by the defendants' line, and have paid at his office in Dublin, from Dublin to Rugby; they were carried through and received by men of the London and North-Western Railway Company at Liverpool.

"Cross-examined—I booked more than once with Harden. In 1867 I booked at his office for Rugby, and paid him the whole fare for the horses; I got through receipts, which I now produce (put in and read for the plaintiff.)

"James Hanlon, cattle dealer—I am in the habit of sending cattle to England, and I know Harden's office; I went there on the 21st May last, and I booked there forty-one bullocks for Northampton, by the London and North-Western Railway Company; I paid for the whole journey from Dublin to Northampton at the office of the defendants in Liverpool; I got no docket in Dublin.

"The plaintiff closes, reading the way bill and the two receipts produced by Shiels.

"Mr. Serjt. Armstrong states the case for defendants. Their case was, that the contract was not with them, but with the City of Dublin Steam Packet Company.

"EVIDENCE FOR DEFENCE.

"John Harden, agent of the City of Dublin Steam Packet Company.—14, North Wall, is our cattle office; the office of the defendants is on the same quay, but about one-eighth of a mile from us. I made the entry of plaintiff's cattle in our books, but I don't recollect the transaction. The City of Dublin Company own the line of steamers from Dublin to Liverpool, and the men on board are our men. I am not agent of the London and North-Western Railway Company, but I have authority to book cattle through over their line from Dublin via Liverpool. In booking the plaintiff's cattle I acted for the City of Dublin Company.

"Cross-examined by *Dewese*.—I would book horses for you to London by the London and North Western Railway Company, and they would carry it through; their office below ours is for booking cattle via Holyhead, ours is for cattle via Liverpool. The defendants have steamers on the Holyhead line, but not on the Liverpool line.

"To me.—It is by the directions of the City of Dublin Company that I book through over the defendants' line, and it is from my own company that I derive my authority; the defendants never refuse to receive the cattle I have booked; the company does not always receive the whole fare I sometimes receive the whole, and account with them for their share, and they account with us for our share.

"At the close of the evidence on both sides, informed the counsel for the parties that I pro-

(a) LONDON AND NORTH-WESTERN RAILWAY.

Cattle Department. Advice Way Bill.

From Dublin via Liverpool, to Leicester, per Train 31st day of Oct. 1867.

No. of Waggon.		Paid.	To pay.	Consignee
	Liverpool.	£. s. d.	£. s. d.	
14924	10 Cattle	5 18 3	—	M'Court.
14918	10 "	5 18 3	—	
14676	9 "	5 18 3	—	
	Disinfecting	0 3 0	—	
		217 17 9	£	

Invoice to follow. Licence with owner.

(Signed) PATRICK FINNEGAN.
This way bill must be handed up to the guard of the train by which the stock is taken, who must deliver it up at the station where the loaded waggons are left.

posed to send two questions to the jury on the traverse of the contract.

"1st. Whether Harden had authority from the defendants to enter into the contract with the plaintiff for the carriage of the cattle from Dublin to Leicester, via Liverpool.

"2nd. Whether the memorandum on the cattle driver's ticket formed part of the contract.

"Mr. Armstrong, for defendants, submits that there is no evidence that the defendants had entered into the contract stated in the plaint, and calls for a direction. I decline so to direct, but reserve leave to the defendants to move to enter a verdict, if I ought to have directed a verdict for them. The jury found in answer to the questions left to them, that Harden had authority from the defendants to enter into the contract as alleged, and that the memorandum on the cattle driver's ticket formed no part of the agreement, and I thereupon left to the jury the several issues, and submitted for their consideration the evidence adduced for the plaintiff, and for the defendants, with such observations as appeared to me fit and proper. The jury returned a verdict for the plaintiff on the first six issues with 45*l.* damages, and for the defendants on the last three issues.

"J. D. FITZGERALD, 12th Nov. 1868."

Mr. Exham, Q. C., and Mr. Walter Boyd, for the defendants, in support of the appeal.

Mr. Ryan, Q. C., and Mr. Lyster, for the plaintiff, *contra*.

Cur. adv. vult.

The Court were of opinion (Fitzgerald, B. dissentiente) that there was evidence to go to the jury of authority in Harden to contract on behalf of the London and North Western Railway Company, and that the decision of the Court of Queen's Bench in favour of the plaintiff should stand affirmed. *Judgment for respondent.*

THE NEW LAW COURTS.

In addition to the report of the committee (which was proposed by Mr. GOLDNEY), published last week, the House has ordered the publication of the following reports, presented but not adopted.

DRAFT REPORT.

Proposed by the Chancellor of the Exchequer, read the first time.

Your committee have decided to limit their inquiry to the subject which seems to be practically in issue, that is, the respective merits of the site already purchased north of the Strand for the erection of Courts of Justice, and the site south of the Strand, which the Government propose to purchase for the same purpose.

They propose to compare the two sites under the following heads:

1. Shape, buildings, and elevation.
2. Light, air, ventilation, and quiet.
3. Surroundings and approaches.
4. Convenience of public and of legal profession.
5. Expense.
6. Architectural capabilities.

1. Shape, Buildings, and Elevation.

"Nothing," in Mr. Street's opinion, "can be less convenient than the outline of the Carey-street site as it stands at present, and no one can," he thinks, "have sanctioned the purchase of such a site with the impression that the purchases were to terminate with those which were already completed."

The shape of the Carey-street site, especially towards the west, is inconvenient, and necessitates some new arrangements.

Nevertheless, your committee are of opinion that the same quantity of courts and offices can be placed on either site, and that these courts and offices are sufficient to answer the purpose which Parliament had in view in 1865.

The slope from Howard-street to the river is more rapid than the slope from Carey-street to the Strand. The height of Howard-street above the Embankment road is 21 feet. This, however, is not, in Mr. Street's opinion, any disadvantage. It adds very slightly to the expense, and it gives the opportunity of making approaches to the building at many different levels.

2. Light, Air, Ventilation, and Quiet.

In all these respects the Howard-street is decidedly superior to Carey-street. The wide open space in front of the proposed building secured by the river, the movement in the air produced by the perpetual rise and fall of its waters, the vicinity of the Temple Gardens, the superior character of the buildings east, west, and north, and the long distance that separates Howard-street from the noisy thoroughfare of the Strand, appear to establish these points beyond doubt or dispute.

3. Surroundings and Approaches.

Taking the Carey-street site as it stands without the purchase of more land, it is difficult to conceive a site more difficult of access, and placed

in a more objectionable neighbourhood. From the north the Carey-street site can only be approached by narrow streets. Thus:

Little Queen-street is, at the narrowest part	27	8	wide
Great Queen-street	26	0	"
Portsmouth-street	18	0	"
Portugal-street	—	—	"
Serle-street	26	10	"
Duke-street	12	0	"
Chancery-lane	20	0	"

(Street, 701, 702.)

The only remaining approach is by the Strand, which is perhaps the most crowded thoroughfare in London.

The access to the Howard-street site is really admirable. 1. The Embankment road, 100 feet wide, from Westminster to Blackfriars, and thence to the very heart of the City by the new street from Blackfriars to the Mansion-house, the river with its steamers, Waterloo and Blackfriars bridges about equi-distant, a carriage road from Wellington-street by the terrace of Somerset-house, an approach from the Strand by four streets (Norfolk, Arundel, Surrey, and Essex streets) and a railway with a station close to the building, which brings the courts in direct communication with the City, the Houses of Parliament, and the suburbs that surround London, seem to leave little to desire.

As regards its surroundings the Carey-street site is most unfortunately placed.

The plan proposed by Mr. Street for building at Carey-street without purchasing further ground, leaves in one place only ten feet between the courts and unbought buildings, and hardly anywhere leaves the distance of sixty feet between the courts and property of the most objectionable description. To the west, Clare-market and its neighbourhood are highly offensive and objectionable, and Bell-yard is a place quite unsuited to the neighbourhood of a great public building. If the Carey-street site is selected, we think it quite obvious that very extensive purchases, north, east, and west, must at once be made. Howard-street is separated from the Strand by four streets, consisting of clean, substantial, and respectfully inhabited houses; on the east it is close to the Temple and the Temple Gardens; on the west it is flanked by King's College and Somerset-house with its terrace; and on the south is fronted by the Embankment road and the river. As regards approaches and surroundings, the superiority of the Howard-street site over the Carey-street site, supposing no purchases to be made to either, is great and unquestionable.

4. Convenience of Public and Legal Profession.

For the above reasons the committee are satisfied that, regarding London and its suburbs as a whole, and the Courts of Law as places to which everyone may be obliged to resort, the Embankment site offers the greatest amount of convenience to the public, by its accessibility, and by the greater comfort it will afford to those who resort to it. But it has been strongly urged upon the committee, on behalf of the Royal Commission and the Law Institution, that all this is a delusion; that the legal profession should alone be considered, that the legal profession resides mainly to the north of the Strand, and that the fact that Carey-street is more acceptable to them than Howard-street, is conclusive of the whole controversy. The facts on which this statement rest will not bear investigation. It appears from a paper handed in by Mr. Baxter, of the firm of Baxter, Rose, and Norton, that there live north of the Strand—Barristers, 895; Attorneys, 1342.

	Barristers.	Attorneys.
In the City	14	1270
Temple	1107	248
Westminster	56	200
	1177	1718

So that the numbers largely preponderate against those practitioners who profess to represent the legal profession. Moreover, the interests of the more numerous class are identified with those of the public. They are, as a rule, common law barristers, and carry with them jurors and witnesses, who are seldom seen in courts of equity. But the committee think that it is not on grounds like these that this question must now be decided. We are building for posterity and for a nation. It is our duty to do what is best for the public at large, in the full confidence that the legal profession will adapt their residence to whatever site may be decided upon, and will not permanently suffer by whatever may be for the general interest of the public. The committee regret to observe, that the claim which they have just been obliged to disallow has been supported by the circulation among members of Parliament of plans professing to represent the Carey-street and Howard-street sites, which were found, on examination by a committee of the Courts of Justice Commission, to be, as Mr. Street had pointed out, extremely inaccurate as to the shape and available area for building purposes on the two sites.

5. Expense.

The Carey-street site, already purchased, has cost somewhere about 780,000*l.* Mr. Hunt estimates the cost of the Howard-street site at 600,000*l.*, including the purchase of the houses on the north side of Howard-street. Mr. Street suggests the purchase of Essex-street for the purpose of widening it, improving the gradients, and making a road from the railway station to the Strand. However desirable this purchase may be, the committee do not regard it as a necessary adjunct to the purchase of the Howard-street site. The expense would be lightened by the sale of very valuable building sites in an improved street, but, even without this, Howard-street would be excellently provided with approaches. Beyond this there is no suggestion of any contingent purchase arising from the purchase of Howard-street. The case of Carey-street is very different. On the north and east Mr. Street is of opinion that all the land which was required for the larger scheme recommended by the Royal Commission will be required. On the west probably less would be wanted for the smaller building. A portion of the property purchased might, perhaps, be resold, though it is impossible to say how much, or whether, when once acquired, there would be a disposition to sell any of it. Old streets must be widened, new ones laid out, all the property between the courts and Chancery-lane and from the Law Institution to Fleet-street must be acquired. These various expenses Mr. Hunt, founding himself on an estimate by Mr. Pownall, estimates at 1,000,000*l.*, that is 600,000*l.* for the purchase of property, and 400,000*l.* for approaches, an estimate which appears to us by no means unreasonable. But after this expense has been incurred, Carey-street would still be, as to light and ventilation, quiet, surroundings, and approaches very inferior to Howard-street. As regards the site, therefore, the matter would seem to stand thus:—

Carey-street site	£780,000
Approaches and surroundings, &c.	1,000,000
	1,780,000
Howard-street	600,000
	£1,180,000

From this, however, some deduction may be made if any of the property be resold. The land between Howard-street and the Strand is estimated to be worth 1,000,000*l.*, and if any such sum could be expended, it would appear to be much better spent by clearing a portion of this away up to the Strand, than by dealing imperfectly with all the surroundings of Carey-street; on all other sides, with the single exception of King's College, extension is impracticable. This puts a clear and definite limit to the expense which can be incurred. The Carey-street site, on the other hand, has no such limit to its extension. It is almost encompassed by property, the very existence of which is a considerable nuisance, and the tendency to buy up which, within a rather long radius, will be almost irresistible. The buildings on the two sites Mr. Street estimates at 900,000*l.*, and Mr. Hunt at 800,000*l.* each; but when it is considered that Mr. Street's plan has not yet undergone the revision of the Board of Works, the two estimates are perhaps not very divergent. It is said that the foundation of the Howard-street Courts will be very expensive. Mr. Street allows 50,000*l.* for concrete foundations for the whole building; and Mr. Fowler, who has the best practical experience on the subject, thinks the foundations provided by Mr. Street would be sufficient. Against this expense is to be set the great convenience and cheapness of carrying all the building materials by water, which has been estimated at 5 per cent. on the whole cost of the building. It is urged that against the Howard-street site should be set the cost of reselling the land already acquired in Carey-street, a loss estimated by Mr. Pownall at 440,000*l.* But Mr. Hunt is in possession of an offer by which the Carey-street site would be taken off the hands of the Government at an ultimate rent at the rate of 3½ per cent. on 780,000*l.*; and it is very probable that, considering the value which the vicinity of the Law Courts must impart to the estate, better terms may be obtained.

Upon the whole, the committee think that the Howard-street site may be acquired, built upon, and provided with all necessary access for 1,600,000*l.*; that the Carey-street site cannot be built on and provided with necessary access for less than an ultimate outlay of 1,580,000*l.*, and that even then the surroundings, air, quiet, light, ventilation, and approaches will be very inferior on the Carey-street site, and will lead to even greater expense hereafter.

6. Architectural Capabilities.

The site north of the Strand offers, undoubtedly, a fine elevated position for a public building; but this is marred by its surroundings. From nearer streets it would be little seen, and as part of a more remote view it would be darkened by smoke, and obscured by the lofty buildings which might be expected to rise to the height of (e. g.) Messrs

Smith's warehouses on the south side of the Strand. The building on the Embankment site would be visible from the river, from the Embankment road, from Waterloo, Blackfriars, and Westminster Bridges, and from the Houses of Parliament.

Your committee are of opinion that one great incidental advantage of the selection of the Howard-street site will be the facility it would afford for making, at very small cost, a great new artery from north to south just where it is most wanted. The prolongation of Essex-street to Holborn would be very easily accomplished, and would give access to the Embankment roadway at the most convenient point for the whole north of London.

Your committee are of opinion that, on the grounds of superior light and quiet, of better access and surroundings, of economy, public convenience, and architectural effect, the Howard-street site is greatly to be preferred to the site between Carey-street and the Strand; and they recommend that the standing orders be suspended, and the Bill introduced by the Government be proceeded with without delay.

SAYINGS AND DOINGS OF THE COURTS.

[CONTRIBUTED BY THE REPORTERS OF THE SEVERAL COURTS.]

ROLLS COURT.

THIS court rose for the Long Vacation on Saturday the 31st July, but his Lordship sat again on Friday the 6th inst., to deliver judgment in several cases, which were argued during the Trinity after sittings. We shall briefly notice two of them.

The first, *Attorney-General v. The Wax Chandlers' Company*, was an information filed to obtain a declaration that the defendants are trustees of certain property devised to them in 1558 by William Kendall, and of the income of it, for charitable purposes. The property consisted of houses in Old Change, which, at the time of the testator's death, were of the annual value of 9l. 6s. The testator directed that the company should distribute, in charity, certain sums amounting to 7l. 10s. per annum, and that, after retaining 5s. a year for their master and wardens, they should apply the residue in the reparation of the houses; and in default of performance of the condition as to repairs, the property was to go to the testator's next of kin. The annual value of the property has now risen to 330l., and the company, after making the payments directed by the will, have hitherto applied all the residue for their own purposes. The informants contended that the residue ought to be applied for charitable purposes. His Lordship was of opinion that the devise was in substance a gift to the company upon trust to pay out of the rents the specific sums expressly given to charitable objects, and upon condition to keep the property in repair; subject to this, he was of opinion that the property was devised to the company for their own benefit, and that the surplus rents belonged to them. What led his Lordship to determine in this way a point that was new, and as to which he had in vain searched for cases in point, was the main fact of the testator having been a member of, and, therefore, greatly interested in the company. If the gift of the residue did not go to the company, there was, in fact, no benefit provided for the company, inasmuch as the gift of 5s. a year was personal to the master and wardens. If the residue were held applicable to charity, there was no motive to induce the company to perform the trust, and the gift over in default of performance of the condition as to repairs was a threat without terror, for they would lose nothing by it. As to a part of the informants' case, which endeavoured to show that a piece of land bought by the company had been bought out of moneys derived from the property in question, and was, therefore, subject to the same trusts, there was no evidence that the purchase had been made from that source, and strict proof to this effect was necessary. The information must, therefore, be dismissed on all points with costs.

The other case, *Re Duke of Newcastle, ex parte Padwick*, was a petition by Mr. Padwick, a judgment-creditor of the Duke of Newcastle, for an order for the sale of the life interest of the Duke of Newcastle in the family mansion in Carlton House-terrace. The petition was presented under the Judgment Law Amendment Act (27 & 28 Vict. c. 112), which authorises the court to make an order for the sale of a debtor's property, which has been "actually delivered in execution," and the writ of execution of which has been duly registered. The house is vested in trustees to be held by them in trust for the duke during his life upon certain conditions. His Lordship was of opinion that the duke had performed these conditions, and that it was, therefore, clear that the duke had a life interest in the house. His Lordship then read

the sections of the Act, 1 & 2 Vict. c. 110, which empower a judgment-creditor to reach the land of his debtor, and observed that in that Act the Legislature evidently provided a more effective remedy as to certain kinds of property than as to others. The 4th section of the 27 & 28 Vict. c. 112 required the land to be "actually delivered in execution," and the Legislature must be taken to have known that there were certain interests in land which were incapable of being "actually delivered in execution." The equitable life interest of the duke in the mansion was such an interest, and his Lordship said that he could not extend the express operation of the Act. Here there had been, and there could be, no actual delivery, and he must, therefore, make no order on the petition.

V. C. MALINS' COURT.

One or two cases remain to be noticed at the conclusion of the sittings.

Cook v. Hathway raised the question whether the assessors of a party to a suit who had become bankrupt, and who had been ordered to pay costs, must pay such costs as a condition to prosecuting the proceedings. After a lengthened argument the Vice-Chancellor held that the assignees could not continue the suit without fulfilling the bankrupt's obligation, and must pay the costs.

Chance v. Shephard was a case of trade mark, being a motion to restrain the defendant from publishing and circulating a newspaper called *The Bedfordshire Express*, and in large type, and in smaller, under, "General Advertiser to the County," the plaintiff being the proprietor of *The Bedfordshire Express*, in large type, and in smaller "And General Advertiser for Cambridge, Hertfordshire, Huntingdonshire, and Middlesex." The plaintiff had purchased the paper in 1866, and registered himself as proprietor and publisher in Jan. last, and in June the defendant had commenced at Luton (ten miles distant only), publishing one with the words *Bedfordshire Express* in precisely the same large open German type. On being communicated with he wrote requesting that the plaintiff would cease to publish the *Bedfordshire Express*, the copyright of which was his property, he having in the mean time registered it as his. The motion was resisted in a lengthened argument, which the Vice-Chancellor considered totally untenable, and said that the plaintiff, being the proprietor, by purchase, of a paper, which had been published for nine years, and of which he was the registered owner, the defendant had published one with the identical title, and instead of apologising, had actually requested him to cease publishing—a course almost transcending credibility—and pleaded ignorance, equally difficult to believe; of course, he must be restrained.

Another case was *Carter v. Carter*, where there was a covenant in a marriage settlement by the husband and wife, to settle any property coming to the wife or the husband in her right, the words "during the coverture" not being inserted; but the words "executors or administrators" following the names of the parties. The husband acquired landed property in New Zealand, and the question was whether it was included in the covenant, and it was held that it was not.

The last case occupying the public attention, although not adjudicated upon, deserves mention, as it related to the well-known "Captive Balloon." The bill was filed and motion made by the Rev. Mr. Cromwell, the principal of St. Mark's College, immediately adjoining Ashburnham House, where the machine is exhibited. This establishment consists of 700 pupils, and there was evidence that the constant overhanging of the enormous machine caused the greatest terror and annoyance. The cable (1500 feet long) weighed two tons, and there was a great weight of ballast, and also the risk of explosion and escape. After considerable discussion, and a suggestion by the Vice-Chancellor that some undertaking should be given, the case was ordered to stand until Michaelmas term; a vast number having the same distinction.

LEGISLATION AND JURISPRUDENCE.

HOUSE OF LORDS.

BANKRUPTCY BILL.

THE LORD CHANCELLOR moved that the House agree to the consequential amendments of the Commons, and do not insist on those of their own amendments to which the Commons have disagreed. The Commons had adopted all their Lordships' amendments, which occupied twelve pages, with the exception of two. One of these related to companies, which their Lordships thought should not be adjudged bankrupt. It had been found that there might be an easy means of avoiding bankruptcy in such cases, and the Commons had therefore adhered to their original proposal. The other left the appointment of the committee of inspection optional. With regard to non-traders the Bill originally exposed them to the

consequences of bankruptcy to a greater extent than the existing law; but the select committee of this House, while amending this, went further and diminished their present liability. The Commons now proposed to continue the existing liability, neither widening nor contracting it.—The motion was agreed to.

THE NEW LAW COURTS.

LORD DENMAN rose to call attention to the report of the select committee of the House of Commons on the new law courts. The noble lord condemned the proposed abandonment of the Carey-street site, and thought that if the Government decided upon taking that step they would most assuredly have cause hereafter to regret it. The Carey-street site was far preferable to the circumscribed site by the side of the river. Considering that a pledge had been given to Parliament that the clearing away of the old site should not exceed 750,000l., and that that sum had already been exceeded, they should pause before they determined upon embarking in any fresh scheme. For himself, he thought the proposed concentration of the law courts was really unnecessary, and he was happy to say that that opinion was shared in by one member of their Lordships' House. It was desirable that the trial of causes should be carried on in different parts of the metropolis.

HOUSE OF COMMONS.

THE MARRIAGE LAWS.

SIR ROUNDELL PALMER rose to call attention to the report of the Marriage Law Commissioners, and to inquire whether it was the intention of Her Majesty's Government, in the next session of Parliament, to introduce a Bill for the purpose of establishing a marriage law as nearly as possible uniform for all parts of the United Kingdom, upon principles of equality as between all Churches and religious denominations. He said, the House will permit me to remind them of both the circumstances under which the commission of 1865 was appointed on this subject, and the nature of the report made by the commission. There had been several Bills introduced in order to mitigate the inequalities and inconveniences of the extraordinary state of law as to marriage now prevailing in Ireland. There had also been brought very prominently before the attention of the public a succession of cases of a very singular description from Scotland, illustrating what are there called irregular marriages. One of these cases attained very great notoriety, in which, first of all, a lady took advantage of an action by a tradesman against her alleged husband, to raise the question of her being married in Ireland. She had been married there by a Roman Catholic priest, but the husband was a Protestant. She persuaded an Irish jury that she was married. The question was afterwards raised in Scotland. There was a great difference of opinion on the Bench, and it was ultimately decided by the House of Lords that she was not married. That and other remarkable trials called attention to the singular law prevailing in Scotland, and to the great scandal of there being in this highly civilised United Kingdom such a great mass and variety of marriage laws which no Government had yet attempted to reduce to consistent and uniform principles. Under these circumstances a Royal Commission was appointed to inquire into the laws in force in different parts of the United Kingdom with respect to the constitution and proof of the contract of marriage and registration and other means of preserving evidence thereof, and also into the state and operation of the laws of the United Kingdom in relation to the marriages of European British subjects in India and the colonies—a much less important, but not unimportant subject. The commission was composed of many persons of very considerable eminence in the law, and of representatives well selected, I think, from all parts of the United Kingdom. Its report received the entire concurrence of three noblemen, who now or formerly filled the office of Lord Chancellor—Lord Chelmsford, Lord Cairns, and Lord Hatherley; and the mention of those three names as entirely and without qualification concurring in the report must go a long way to recommend to the favourable consideration of the House the propositions which have their united sanction. Besides these eminent men there were on the commission the judge of the Divorce Court, Lord Penzance, who entirely concurred in their recommendations; the Queen's Advocate, Sir Travers Triss, who, with some trifling modifications, concurred in the report; Mr. Walpole, the right hon. member of the University of Cambridge; and Lord Lyveden, the under-secretary for the Colonies, and the Lord Chancellor of Ireland—both able and worthy representatives of the Roman Catholic portion of the community. From Scotland, entirely concurring in the recommendations of the report, were the Solicitor-General for Scotland, Mr. Young, and Mr. Murray Dunlop, formerly M.P. for Greenock, and who, I believe, I am not wrong in saying is connected with the free church. These gentlemen—entirely and without qualification, except in the



case of one of their number, an immaterial qualification on a small point of detail, the rest without any qualification—occurred in the report to which I shall now invite the attention of the House. There was one other commissioner—Lord Lieutenant Inglie—who did not concur in the recommendations affecting Scotland. With that exception we have the Scotch commissioners representing the feeling of the Presbyterians; the Irish commissioners representing the Roman Catholics; and the English commissioners representing the legal science, as well as, to a great degree, the general intelligence of the country. The state of the law which the commission had to examine and report upon exhibits probably as extraordinary a condition of the law as it is possible to imagine in a country so highly civilised as ours. I will take, in the first place, the marriage law of England, which, perhaps, of the three presents the smallest amount of anomaly. The law of England draws a very sharp line at the outset between members of the Established Church and all other members of the community. As regards members of the Established Church, in its desire to guard against clandestine marriages the law recognises two modes of doing so. One, the process of marriage by banns, appears by the evidence to be perfectly useless in the only cases in which, at first sight, it would appear to be of importance. Persons who are desirous of evading the law go to populous places where they are not known (hear, hear), and where the long bead-roll of names is called over in such a way as not only to constitute in itself a somewhat indecorous interruption of divine service, but to defeat altogether the object of publicity. I really believe that if any hon. member of this House had a member of his family desirous of being married without his knowledge the most effectual method of accomplishing this would be by having the banns published either in London or in Manchester in the very church attended by the other members of the family. (Laughter.) The names would probably not be heard at all, or if heard would not be recognised; and accordingly the publication of banns has been found to be a useless formality. In some small rural parishes, it is true the publication of banns may be useful, but then the same object would be accomplished by the mere personal knowledge of the clergyman. As to the licence, a very small sum—a sum small to us, at least, though, perhaps, not small to everybody—will procure what is practically a dispensation from all precautions whatever. A person may get the licence and be married the same day. The inquiries made are purely formal, and if everything that is said in answer is absolutely false it will make no difference whatever in the ultimate results. In the Established Church marriages no civil registrar is required to be present, or to have any notice given to him. On the other hand, with regard to all bodies of Nonconformists the presence of a civil registrar is required, and notice has to be given in his office. In many respects the particulars required are well conceived; but the difficulty is to explain why, whatever is good for one class as far as notice be concerned is not equally good for the other. The House, generally speaking, would probably be disposed to agree that if we could provide a uniform law applicable on the same principle to all it would be a great improvement. The Quakers have also a separate law for themselves; I do not know that any great inconvenience arises from this, but it is possible that there may be questions of a theological character which would invalidate marriages. In all those forms of English marriages the law may be invalidated by a non-compliance with any of the requirements of the law, although these, in themselves, for the most part do not seem so important as that a marriage once solemnised should be voided on the mere ground of error or accident. For instance, if the place where the marriage is celebrated is not properly consecrated or set apart, or if the marriage is effected in some other locality than where the banns have been called, or if any other error affecting time or place is made by the parties, that entirely invalidates the marriage, although, upon other grounds, there may be no objection whatever to it. (Hear, hear.) These are criticisms which in Scotland are thought to be solid and sound against the English marriage law. The Commissioners thought them well deserving of attention, and while it would be a great thing to get an uniform system for all parts of the United Kingdom, they considered that this was to be gained by applying principles of amendment to every part of the United Kingdom, and not by endeavouring to force the law of England upon Scotland or Ireland, or the law of either of these countries upon England. Then I come to Ireland, where the state of the law is very much worse. To reduce it to a minimum, there are at least five different methods of marriage. First of all, in the Established Church, or what was lately the Established Church, there is no material difference from the system prevailing in England, though there are some differences of

detail, with which I will not trouble the House, which seem to exist only for the purpose of increasing the anomalies. Then we come to the Roman Catholics. As to them there is absolutely no marriage law at all; it is left under the old canon law, and nothing but the presence of a priest is necessary in order to make a complete and good marriage between Roman Catholics in Ireland. But if a Roman Catholic priest should presume to celebrate a marriage between a Roman Catholic and a Protestant, or even between a Roman Catholic and a person who had been a Protestant within a year of the marriage, till comparatively a recent time that was a capital offence, and even now it is a criminal offence of a very high order, and the marriage is absolutely void. That has not been so in England. A Roman Catholic priest, in a place duly registered, might solemnise a marriage, even between two Protestants; and so might a Dissenting minister. But in Ireland the marriage law is denominational to a most extraordinary degree. There is one law for the Episcopalian Anglicans; another, and the loosest of all, except that of Scotland, for the Roman Catholics; a third law for the Presbyterians, who have a special system of their own, rather like that of the lately Established Church, but not the same; and for all the other bodies a fourth system. Lastly, there is the system of civil registry. I do not fatigue the House by going into all the diversities of forms and ceremonies, differing in each case; it is enough to say that there has been a most ingenious system of inventing differences and distinctions where the object ought to have been to get rid of them, these differences and distinctions turning almost entirely on sectarian and denominational grounds. Then in Scotland we have a state of things entirely different from both the other countries. Till 1834 this state of things existed; there were several laws in force, and there were also irregular marriages, subjecting the parties to fine. I do not know whether they were subject to imprisonment also; at all events, they were subject to punishment at the hands of the civil magistrate, but the marriages themselves were recognised as valid. The regular marriages were those in which banns were asked, and marriages celebrated by a minister of religion; but the regular marriages were only permitted to be celebrated by ministers of the Established Church. The consequence was that a very considerable proportion of the marriages in Scotland were solemnised irregularly, and parties used to go before the magistrates and get themselves convicted of the crime of an irregular marriage, and so procure, if not a marriage licence in another form, at all events some legal recognition of the fact. In 1834 Lord Russell, then in this House, introduced a measure to do away with these religious distinctions, enabling ministers of other religious denominations to solemnise marriages in all respects as lawful as those of the Established Church. He left—I do not know whether by accident or not—one singular remnant of the old system, namely, a requirement that the banns should be in all cases called in the Established Church; and a very odd operation that regulation is attended with. Strictly speaking, the banns should be called on three successive Sundays, so that a long time ought to elapse before the marriage can be effected; but, practically, on the payment of a fee, the session clerk will call over the three sets of banns altogether. (Laughter.) That is a remnant of the old system, and I suppose the small fee has operated very mildly, for it has not been got rid of; but the effect of the change has been that irregular marriages have disappeared very largely from the general social system of the country. Irregular marriages still occur here and there; but all the witnesses from Scotland say that the enormous preponderating proportion of marriages in Scotland are solemnised in the presence of a minister of religion, and therefore the wants and habits of the people no longer oppose themselves, as they formerly did, to such an assimilation of the law of the countries as would get rid of irregular marriages altogether. I may mention that a material step was taken by Lord Brougham fourteen or fifteen years ago, when he introduced an Act to abolish Gretna-green marriages, a system of irregular marriages, of which advantage was taken by the people in England, for the most part living just over the Border. But that Act abolished these marriages by requiring fourteen days' residence in Scotland. No public excitement followed. From that time Gretna-green marriages have ceased, and the time has now become ripe for dealing with the subject of the marriage law of Scotland in a manner consistent with preponderance of opinion, not only of those who bring ecclesiastical minds to bear upon the question, but those who look on it from an imperial point of view, of whom there are many in Scotland as well as elsewhere. The system of irregular marriages in Scotland is a very startling thing to those whose minds are not thoroughly accustomed to it. It is contracted in two different ways. Suppose any gentleman in this House visited a house in Scotland where a young lady happened to be staying, and that he and the young

lady took a walk together, and in the course of the walk he took a piece of paper out of his pocket on which they wrote down a mutual promise to marry; though the piece of paper might be simply put back again into his pocket, though nothing might be said to anybody about the writing, and though nobody else might be there at the time, if the persons afterwards lived in a certain way together, that would be a valid marriage, although nobody might know of the fact of the marriage for years afterwards. No mere promise will constitute a marriage unless it be in writing, and unless *subsequente copula*. A promise so given and so followed constitutes a good marriage, however long it may be kept secret. There is another even even more extraordinary mode, in which no writing at all is necessary, and that is where the promise is made not *de futuro* but *de presenti*—where the woman says, "I take you, John, for my husband," and where the man says, "I take you, Mary, for my wife," before witnesses. A promise of that kind being brought up at any future period, even although the people have never lived together, will hold good, and will be sufficient to overturn any perfectly honourable and reputable marriage that either of the parties may have subsequently entered into, and this actually occurred in the celebrated Dalrymple case. I think that after all it is only right that we should endeavour to have a just and uniform marriage law, founded upon certain and reasonable principles. Having already overturned a material portion of the marriage law of Ireland, I venture to suggest that the report of the commission to which I have referred is entitled to the favourable consideration of Her Majesty's Government. I do not ask them to pledge themselves to all the recommendations in that report, some of which refer to the preliminaries of marriage, and others to the notice to be given, and may admit of a difference of opinion and of improvement; but most of them will, I think, be approved by the House generally. I will state the most important of the recommendations which I think may be adopted with advantage. The commissioners think that our object should be to secure uniformity of the marriage laws, if possible, throughout the United Kingdom, to secure, as far as possible, the authentication of the fact of the marriage having occurred, so that a man and woman may know with certainty whether they are married or not, and while taking precautions against hasty and precipitate marriages, to endeavour to secure the greatest freedom in the matter of marriage. How do the commissioners propose to effect those objects? Of course the commissioners had to consider whether it was desirable to adopt the continental system, under which the parties merely enter into a civil contract before civil officers. While admitting the simplicity of that system, the commissioners did not recommend its adoption for two reasons, the first being that it would be impossible to reconcile the public mind of these kingdoms to a purely secular system of marriage; and the second being that they could obtain their object by making every religious minister, of whatever denomination, a civil officer for the purpose of seeing that the requirements of the law are satisfied, and of reporting to the registrar that the marriage has been solemnised. This latter system they have embodied in their recommendations under which all religious denominations are to be placed upon an equal footing, while, of course, they propose to sweep away all incompetency on account of religious belief. The commission was appointed in March 1865, and they did not make their report until July 1868, and, therefore, it is evident that they have not drawn up these recommendations without having carefully considered the subject. I will not further occupy the time of the House, but will conclude by asking the right hon. gentleman the Home Secretary whether it is the intention of Her Majesty's Government, in the next session of Parliament, to introduce a Bill for the purpose of establishing a marriage law as nearly as possible uniform for all parts of the United Kingdom, upon principles of equality as between all churches and religious denominations.—Mr. MONK remarked that he rose chiefly for the purpose of adverting to two of the recommendations of the commissioners, the first of which related to the presence of the civil registrar at the solemnisation of marriages in places of worship other than those belonging to the Church of England, a regulation that had occasioned painful feelings among those who were subject to it. He was glad to find that the commissioners recommended that that cause of irritation should be removed, and he trusted that under any future measure which might be introduced on this subject ministers of all denominations might be placed on an equal footing, and that they would be allowed to register marriages without the presence of a civil registrar. The other recommendation to which he wished to refer was that which related to the publication of the banns, which, by the Marriage Act of Lord Hardwicke, was directed to be read after the Second Lesson, whereas many ministers thought

it right to publish them after reading the Nicene Creed, according to the law as it stood before the passing of Lord Hardwicke's Act. Upon this point he wished to remark that the proper time for the publication of the banns should be clearly fixed by law. An objection had been taken by Dr. Travers Twiss to one of the recommendations of the commissioners, on the ground that the licence should not be granted by the same spiritual person who was subsequently to celebrate the marriage. By extending the power of granting marriage licences to every incumbent of a parish—who would be the same person that had to solemnise the marriage—you would take away the greatest check against irregular marriages which the present system of licences provided.—Mr. BRUCE.—It would be impossible for me to give an absolute pledge that this question of the marriage laws will be dealt with in its entirety next session; but I can honestly assure my hon. and learned friend that it is the desire of the Government to deal with the question, and deal with it once and for all, and to deal with it on the broad and liberal principles laid down in the report of the commissioners. Without binding myself as to details, I may say that the measure will be not less broad and liberal than the scheme which my hon. and learned friend, as the organ of the commission, has recommended in his speech this evening. I hope that, under the circumstances of the case, my hon. and learned friend will be satisfied with that assurance.—Mr. HINDE PALMER expressed a hope that when dealing with the marriage laws the Government would consider the subject of marriage with a deceased wife's sister, with the view of arriving at a settlement on that much-disputed question.

REVISING BARRISTERS.

Col. FRENCH asked the Secretary of State for the Home Department if there was any foundation for the statement which appeared in the *Morning Star* newspaper on Wednesday, the 4th Aug. last, that the Lord Chief Baron called a meeting of the revising barristers for the Home Circuit at Lewes, and informed them that the judges had agreed that the appointment to their offices should be considered temporary, and that in future a preference should always be shown to the sons and relatives of judges in selecting individuals for these offices.—Mr. Secretary BRUCE said he was sure that his right hon. friend in putting the question merely wished to give him an opportunity, and of giving the learned judge an opportunity, of publicly denying that statement, which, if true, would reflect discredit upon him and upon the bench to which he belonged. The best answer he could give would be in the words of the letter of the learned Chief Baron, who said that the statement in the newspaper must be founded upon some unaccountable mistake, or else was a mere fiction. He never informed the revising barristers on the Home Circuit, nor anybody else, that the judges had agreed that the appointment to these offices should be considered temporary, nor had the judges ever so agreed. The judges had not the power to make appointments permanent or temporary at their pleasure. What he did was to call together at Lewes the gentlemen whom he intended to appoint, and he had since appointed them according to the provisions of the statute. He had appointed ten gentlemen. One of them was the son of a judge, another was the grandson of a former Lord Chancellor, and the remaining eight were appointments. They were all unquestionably competent men.—Mr. CRAWFORD subsequently drew attention to recent appointments on the Home Circuit by the Lord Chief Baron. The senior judge on the Summer Circuit had the right of appointing revising barristers each year, but the practice had invariably been, unless there were special reasons for not doing so, to re-appoint the same persons year after year. On the present occasion that practice had been departed from in one, if not in two, cases; and in one case especially a gentleman of long standing at the bar, who much needed the appointment, and who had discharged the duties of the office with general satisfaction, had been displaced by a young gentleman only recently called to the bar, and only this year elected a member of the Home Circuit.—Mr. BRUCE stated that all the information he possessed upon the subject had been given to the House in the letter he read yesterday. He certainly should not feel it his duty to ask the judge entrusted with the power of naming revising barristers why he selected one person in preference to another. The hon. gentleman had fallen into an obvious error in stating that the person to whom he referred had only recently been called to the bar, as the Act of Parliament required that the person appointed should be a barrister of three years' standing.—Mr. CRAWFORD.—I said he had only just joined the circuit.—Mr. WEST also inquired whether it was the intention of the Government to introduce a measure, in accordance with the recommendation of the select committee on the registration of voters, which would have the effect of relieving the judges travelling the Summer Circuit from the appoint-

ment of revising barristers.—Mr. BRUCE said that the subject was under the consideration of the Government. The recommendations of the select committee were alternative, and it was impossible to say whether, if the Government should propose to alter the present system of making the appointments, which of these alternative propositions they would adopt.

THE NEW PALACE OF JUSTICE.

Mr. W. WILLIAMS asked the First Commissioner of Works whether it was true that in the event of the New Palace of Justice not being erected upon the Thames Embankment site, it was in the power of the Metropolitan Railway Company to build a station in the centre of the land reclaimed from the river; and whether it was not the intention of the Government to secure to the public the whole of the land so reclaimed for the purposes of recreation.—Mr. LAYARD said that under their Act the railway company had power to build their station in the place indicated. If the new palace were to be built on the Howard-street site the railway station would be removed higher up—at Essex-street; but in any case their station would not interfere with the public recreation ground.—In answer to Mr. MONK, the CHANCELLOR of the EXCHEQUER said that, as the Committee had not recommended a new site for the Palace of Justice, there would be no notices for purchase of lands. Neither had any grants of money been made by Parliament, and therefore he did not think that Government would take any steps respecting the new buildings during the recess.

INEQUALITY OF ASSIZE SENTENCES.

Mr. BRUCE wished to say a few words in regard to a question put to him on Friday last by the hon. member for Yorke (Mr. J. Lowther), in the absence of the hon. baronet (Sir G. Jenkinson), as to the inequality of sentences passed by the judges during the present assizes. The notice only appeared in the paper that morning, and, having had no opportunity of communicating with the learned judges, he could give no other than a vague and general answer. He had since received communications from two of the learned judges, and it was for the interest of public justice that the substance of these communications should be made known. One was from Mr. Justice Keating, who sentenced a man named W. Rapson Oates—a herbalist, who was charged at the Bodmin Assizes with obtaining 2l. 5s. under false pretences—to five years' penal servitude, although the jury recommended the prisoner to mercy. Mr. Justice Keating stated:—"It is quite true that the sentence was as stated, and the recommendation by the jury given. But when it appeared that the prisoner had previously been convicted twice in 1868, once for obtaining money under false pretences, four months' hard labour, and once for larceny, with nine months' hard labour, besides having been in gaol under convictions as a vagrant and for assault, one month each, in 1865 and 1866, the jury stated they wished to withdraw their recommendation, which, they said, they never would have made if they had known the facts. I may add, that after getting the 2l. 5s. from the poor prosecutrix, he endeavoured the following day to obtain a pound under the same false pretence that he was the second son of the head warder of the gaol at Bodmin, who was known to her, and on whose account she advanced the money. I considered that the public had a right to be protected against a very clever and expert swindler and thief, and so passed the sentence complained of." (Hear, hear.) The other sentence was passed by Mr. Justice Mellor. The hon. member said of it that it was the case of "a man named Simmons, convicted for feloniously killing his wife at Redhill. Details very revolting and brutal. Guilty, but recommended to mercy; not concurred in by the judge; sentence, five years' penal servitude." The learned judge wrote:—"In the case of Simmons, charged with the manslaughter of his wife, I heard no evidence of any kick or act of violence done by the prisoner other than that of the pushing which caused the fall. It is true the doctor stated that injuries such as he found might have been occasioned by the prisoner knocking down his wife and then kicking her; but, in answer to a question put by me, he stated that on the post mortem examination he found no marks or bruises which might not have been caused by her falling downstairs. The daughter of the prisoner stated that she saw him pushing her mother out at the door, but did not see her fall. In answer to questions from me, she said that there was a landing-place outside the door of the chamber, the size of which she pointed out to the jury by referring to a partition in the court. The jury were of opinion that the prisoner had no intention to push the deceased downstairs, and recommended him to mercy. I delayed to pass sentence because I did not feel sure that I rightly understood the reasons upon which the recommendation was based. Upon considering the evidence of the daughter, it appeared to me that it might afford a reasonable foundation for

the recommendation, and I accordingly passed the mitigated sentence of five years' penal servitude." The next case showed that the hon. baronet who put the notice on the paper was not acquainted with the facts. His words were:—"Case 2, same court, a man named Fyfield, convicted for feloniously cutting and wounding his wife with intent to murder her; details very bad; guilty; a bad case of unlawfully wounding; sentence, 18 months' imprisonment." The judge wrote:—"With reference to Fyfield's case the question assumes that he was 'convicted of feloniously cutting and wounding his wife with intent to murder her,' whereas he was acquitted of the felony and of the intent to murder, and of the intent to do grievous bodily harm, and convicted of the misdemeanor of unlawfully wounding only. I passed upon him the sentence 18 months' imprisonment with hard labour." Of the third case, where it was alleged that a man who severely beat another with his fists was sentenced to 15 years' penal servitude, the judge said:—"In Gore's case the indictment charged him with feloniously doing grievous bodily harm with intent to do grievous bodily harm. It appeared that under the pretence of buying a collar the prisoner went into the shop of the prosecutor, struck him behind the ear, and beat him with 'his fists' until he became insensible, remaining in that condition for many hours; spitting of blood followed, accompanied by other symptoms of so grave a character that the surgeon expressed a strong opinion that he will never recover, and will most probably speedily die as the result of the violence of the prisoner. He fainted as he left the court. The avowed motive of the prisoner was revenge against the unfortunate prosecutor for having given evidence against him on a trial for assaulting the police. Two considerations influenced me in the sentence which I passed—in the first place, the grave and dangerous character of the violence inflicted; in the second place, the necessity of throwing such protection around witnesses" (Hear, hear.) "who may hereafter be compelled to give evidence as a severe sentence was calculated to afford. My practice is to make a great distinction in the punishment of crimes of violence committed deliberately and with malice aforethought" (Hear, hear.) "and crimes of violence committed without premeditation and without malice aforethought. I endeavoured to apply this distinction in the sentences referred to; whether I succeeded or not I leave to the judgment of others." (Hear, hear.)

PUBLIC PROSECUTOR.

Sir D. WEDDERBURN gave notice that next session he would move for a select committee to inquire into the working of the system of public prosecutor in Scotland, with a view to its amendment, and to the establishment of similar institutions in other parts of the United Kingdom.

THE HIGHWAYS ACT.

Viscount SIDMOUTH asked whether the Government intended to introduce a Bill next session for an amendment of the Highways Act.—The Earl of Morley replied that the Government were desirous of dealing with the question, and that it was possible a Bill would be introduced next session.

THE REVISION OF THE STATUTE LAW.

Mr. HADFIELD asked the Secretary to the Treasury whether Lord Cairns' letter on the revision of the statute law, and the report thereon, would be laid before the House during the present session; and, if not, what was the cause of the delay, and whether it might be expected before the next session, and when.—Mr. AYTON said the letter of Lord Cairns would be laid on the table. The report was only received four or five days ago, and it was not of a conclusive character and it would be necessary that further inquiry should take place before the Government could decide upon the course to be taken. He had no objection to print the papers as far as they had gone.

THE COMPOUND HOUSEHOLDER.

Mr. HARCOURT gave notice that, early next session, he would move a resolution to the effect that it was expedient to repeal so much of the Reform Act as made the right of voting for members of Parliament dependent upon the payment of rates. (Hear, hear.)

LICENCES OF CABS AND OMNIBUSES.

Mr. GOURLEY, on the part of Mr. Eykyn, asked the Secretary of State for the Home Department whether he would, before fixing the sum to be paid by the owners of omnibuses and cabs for the new police regulation licences, consider the arrangements existing in provincial towns, and so adapt the charges that the burden of local taxation may not fall heavier on the owners of public vehicles in the metropolis than in other places, the Secretary of State being empowered by the present Metropolitan Act to fix two guineas as the licence on each public carriage, which in other places is only ten shillings per annum.—Mr. BRUCE said the charges of licensing had hitherto amounted to 13,000l. a year. It had been stated by the Chancellor of the Exchequer that the expenses of the management of vehicles of public conveyance would be defrayed out of the taxes raised on these

Inquiry would be made into the rates paid in provincial towns, but he could not say that the London rates would be reduced to the same point.

ELECTION LAW.

LYNN ELECTION PETITION.—The costs of the respondent to the Lynn election petition, the Hon. R. Bourke, M.P., which will have to be paid by the petitioners, have been taxed at 107l. About 200l. was struck off.

FEMALE FRANCHISE.—In the Act of Parliament just printed to shorten the term of residence required as a qualification for the municipal franchise, it is enacted that in the statutes on the subject "whenever words occur which import the masculine gender the same shall be held to include females for all purposes connected with and having reference to the right to vote in the election of councillors, auditors, and assessors." One year's occupation is to entitle persons to the municipal franchise.

THE TAUNTON AND NOTTINGHAM ELECTION PETITIONS.—Two applications have been made, in the Taunton election petition and the late Nottingham election petition, with regard to the deposit by the petitioner for costs. Mr. Rickards (Wyatt and Hoakin) attended in both cases for the sitting members, Mr. H. James and Mr. Seely. In the Taunton case a recognisance had been entered into, and in the Nottingham petition 1000l. had been deposited. Mr. Baron Bramwell said the Act required proof that all witnesses for the petitioners had been paid. A clerk from Wilkins and Blyth referred to a newspaper report that Mr. Justice Willes had made an order for the repayment subject to an affidavit being filed. Mr. Baron Bramwell preferred Mr. Justice Willes dealing with the matter from his experience in election petitions. With respect to the Nottingham case it was stated that an affidavit would be filed that all the witnesses had been paid, and the summons was adjourned.

WORKING MEN IN THE HOUSE OF COMMONS.—At a meeting of working men, held at the Vestry-hall, Chelsea, Mr. Moy Thomas in the chair, Sir Charles Dilke, after speaking upon the subject of registration, which the meeting had been called to consider, went on to say that he had received communications from certain bodies in London, stating that there was a strong feeling abroad in reference to the presence of working men in the House of Commons, that they would be the powerless delegates of those upon whom they might depend for their incomes. He had considered the matter, and his proposal was that such members should, upon taking their seats at the commencement of each new Parliament, make a declaration similar to that now made by Ministers as the condition of receiving a pension, and affirm that they could not duly perform the duties required by them as members of Parliament without receiving the salary allowed by the Act proposed to members of the House of Commons making this declaration. He thought that a Bill to this effect would be supported by those on both sides of the House who objected to general payment of members.

ESTATE AND INVESTMENT JOURNAL.

STOCK AND SHARE MARKETS.

The market has been again unchanged and dull. The following are the fluctuations of the week:

ENGLISH FUNDS.	Fri.	Sat.	Mon.	Tues.	Wed.	Thurs.
Bank of England Stock	243½	243½	243½	243½	243½	246
3% Cent. Red. Ann.	92½	93½	93	92½	92½	92½
3% Cent. Cons. Ann.	98	98	92½	92½	92½	...
New 3½ Cent. Ann.	...	...	...	...	...	...
Do. 3½ do. Jan. 1894.	...	...	...	...	...	...
New 3½ Cent. Ann.	93	93½	93	93½	93½	93
5% Cent. Ann.	...	...	...	...	...	...
5% Cent. Jan. 1873	...	...	...	...	...	...
Ann. 30 years exp.	11½	...	...	...	...	...
April 5, 1886	...	...	...	...	...	...
Do. exp. Jan. 5, 1880	...	...	...	...	...	...
Do. exp. July 1880	...	...	...	...	...	...
Edinb. Tels. Ann. 1906	...	...	...	...	...	...
Consols. for Acc.	...	...	93½	92½	92½	92½
India 5% Cent. for Acc.	...	...	...	...	...	...
Do. 3½ Cent. July 1880	112	111½	111½	112	111½	112
India Stock, July 1880	...	...	...	...	...	...
India Stock, 1874	208	...	...	208	...	...
India 5% Cent.	...	...	...	...	...	...
India Stock, 4% Cent.	...	...	...	...	...	...
Oct. 1888	101	...	101	100½	...	...
India Bonds (1000l.)	...	...	...	30s. h.	30s. h.	...
Do. (under 1000l.)	...	...	...	23s. h.	25s. h.	...
Do. 1800l.	a	b	d	e	f	...
Do. 500l.	a	c	...	...	g	...
Do. 100l. and 200l.	a	c	...	...	g	...
Do. 3% o.	a	c	...	...	g	...

a June, 6s. premium. f March, 6s. premium. p March, 2s. premium.
b June, 6s. premium. g March, 6s. premium. q March, 2s. premium.
c June, 6s. premium. h March, 6s. premium. r March, 2s. premium.
d June, 6s. premium. i March, 6s. premium. s March, 2s. premium.

PUBLIC COMPANIES.

RAILWAY COMPANIES.

Belfast and Northern Counties.—An ordinary dividend at the rate of 5 per cent. per annum declared.

Bristol and Exeter.—A dividend at the rate of 3 per cent. per annum.

Great Northern.—The half-year's dividend at the rate of 4½ per cent. per annum.

London and Blackwall.—In addition to the 4½ per cent. rent, the directors recommend a distribution at the rate of 1 per cent.

London and South Western.—A dividend at the rate of 4 per cent. per annum.

Londonderry and Inniskillen.—Dividends on the A. and B. stocks, with 1½ per cent. arrears on the B. stock.

Midland.—A dividend at the rate of 5½ per cent. per annum.

North Staffordshire.—A dividend at the rate of 2½ per cent. per annum.

Ulster.—A 4½ per cent. per annum dividend on ordinary and preference shares.

Weymouth and Portland.—A dividend at the rate of 4½ per cent. per annum.

BANKS.

Commercial Bank Corporation of India and the East.—The final 7s. dividend in the pound is now being paid to the creditors.

Lloyd's Banking.—A dividend at the rate of 10 per cent. per annum declared.

London and County.—A dividend and bonus at the rate of 17 per cent. per annum.

Provincial Banking Corporation.—A dividend at the rate of 7½ per cent. per annum.

FINANCE, CREDIT, AND DISCOUNT COMPANIES.

Credit Foncier of England.—The proposed 3 per cent. per annum dividend.

Joint Stock Discount.—A dividend of 1s. 6d. in the pound (making 17s. in all) is payable to the creditors.

ASSURANCE COMPANIES.

Home and Colonial Marine.—Interim dividend at the rate of 5 per cent. per annum.

Progress Life, Fire, and Marine Assurance (Limited).—The order for voluntary liquidation has been made, and Messrs. W. J. White and W. Brooks are the liquidators.

MISCELLANEOUS COMPANIES.

Anglo-American Telegraph.—An interim dividend of 10s. per share.

Anglo-Mediterranean Telegraph.—An interim dividend of 4s. per share.

British and South Wales Railway Wagon.—A dividend at the rate of 10 per cent. per annum.

City of London Brewery.—An interim dividend of 4 per cent.

East India Cotton Agency.—A first dividend of 5s. in the pound is payable to the creditors by the official liquidator.

Gray's Chalk Quarries.—A payment, *ad interim*, at the rate of 5 per cent.

Grosvenor Hotel.—The preference dividend declared.

Imperial Austrian Gas (Limited).—The liquidators have announced the payment of the creditors in full.

London Colonial (Limited).—The liquidators announce a further 1s. 6d. in the pound to the creditors.

Newmarket Hotels (Limited).—Mr. S. Slater is official liquidator. Creditors' claims must be forwarded to him by the 10th Sept.

Oxford and Canterbury Halls (Limited).—Vice-Chancellor James has sanctioned the payment by the official liquidator (Mr. G. A. Cape) of a first dividend of 2s. 6d. in the pound to the creditors on the 4th Aug.

United Merthyr Colliers (Limited).—A dividend of 2s. 6d. in the pound, making 20s. in all, is payable to the creditors.

REPORTS OF SALES.

NOTE.—The reports of the Estate Exchange are officially supplied in the following list. Auctioneers whose names are registered there will oblige by reports of their own sales.

Monday, Aug. 9.

By Messrs. FAREBROTHERS, CLARK, and Co., at the Mart.
Freehold rentcharges secured on land in the parish of Cudham, Kent. Lot 1, rentcharge of 17l. per annum—sold for 340l.; lot 2, 37l. 10s.—sold for 840l.; lot 3, 22l. 10s.—sold for 400l.; lot 4, 37l. 10s.—sold for 400l.; lot 5, 37l. 10s.—sold for 400l.; lot 6, 37l. 10s.—sold for 400l.; lot 7, 37l. 10s.—sold for 400l.; lot 8, 37l. 10s.—sold for 400l.; lot 9, 37l. 10s.—sold for 400l.; lot 10, 37l. 10s.—sold for 400l.; lot 11, 37l. 10s.—sold for 400l.; lot 12, 37l. 10s.—sold for 400l.; lot 13, 37l. 10s.—sold for 400l.; lot 14, 37l. 10s.—sold for 400l.; lot 15, 37l. 10s.—sold for 400l.; lot 16, 37l. 10s.—sold for 400l.; lot 17, 37l. 10s.—sold for 400l.; lot 18, 37l. 10s.—sold for 400l.; lot 19, 37l. 10s.—sold for 400l.; lot 20, 37l. 10s.—sold for 400l.

By Messrs. E. and H. LUMLEY, at the Guildhall Coffee-house.
Leasehold ground-rents, amounting to 377 16s. per annum, secured on five residences, Nos. 9 to 13, Burton-street, Burton-crescent, term 37 years—sold for 350l.
Freehold, No. 20, Berkeley-street, Clerkenwell-green, let at 60l. per annum—sold for 1000l.
Freehold, Nos. 49, Red Lion-street, and 6, Warden-place, Clerkenwell-green, let at 50l. 16s. 6d.—sold for 1020l.
Freehold, No. 48, Red Lion-street, Clerkenwell-green, let at 50l. 16s. 6d.—sold for 1000l.
Freehold, No. 47, Red Lion-street, let at 40l. per annum—sold for 810l.
Freehold, No. 46, Red Lion-street, let at 45l. per annum—sold for 920l.
Freehold, No. 45, Red Lion-street, let at 50l. per annum—sold for 820l.
Freehold, No. 44, Red Lion-street, let at 33l. per annum—sold for 630l.

Freehold, Nos. 43 and 42, Red Lion-street, let at 33l. per annum—sold for 1000l.

Tuesday, Aug. 10.

By Messrs. DEBENEHAM, TEWSON, and FARMER, at the Mart.
Freehold, 188 acres of woodland, situate at Beeding, Sussex—sold for 1050l.

Freehold, 8a. 3r. 27p. of building land, situate at Lidsup, Kent—sold for 450l.

Wednesday, Aug. 11.

By Messrs. EDWIN FOX and BOUSFIELD, at the Mart.
Leasehold residence, No. 5, Canterbury-villas, Canterbury-road, Brixton, let at 60l. per annum, term 98 years from 1845, at 104l. per annum—sold for 570l.

Leasehold house and shop, known as Leicester House, No. 18, Lisle-street, Leicester-square, let on lease at 70l. per annum, term 98 years from 1794, at 204l. per annum—sold for 420l.

Leasehold house and shop, No. 153, Albany-street, Regent's-park, let at 60l. per annum; term 46 years unexpired at 154l. per annum—sold for 500l.

Leasehold residence, No. 181, Albany-street, let at 65l. per annum, term 46 years unexpired; at 154l. 1s. per annum—sold for 500l.

Leasehold residence, known as Linden-villa, Lewisham-park: annual value, 1054l.; term, 90 years unexpired; at 104l. per annum—sold for 1120l.

By Messrs. NORTON, TRIST, WATNEY, and Co.

Freehold ground-rents, amounting to 292l. per annum, secured on the casual wards of the Bloomsbury and St. Giles's workhouse, part of the British Lying-in Hospital, and two shops and house in Endell-street, Long-acre—sold for 4780l.

Freehold ground-rents, amounting to 5237 12s. per annum, secured on property in Spitalfields, Whitechapel, and Upper East Smithfield, in 17 lots, as follows:—Lot 1, ground-rent of 200l. per annum—sold for 5200l.; lot 2, ditto 500l.—sold for 12500l.; lot 3, freehold, No. 18, White Lion-street, Shoreditch, let at 70l. per annum—sold for 19000l.; lot 4, ground-rent of 22l. 10s. per annum—sold for 5000l.; lot 5, ditto 300l.—sold for 7500l.; lot 6, ditto 450l.—sold for 10000l.; lot 7, ditto 450l.—sold for 11000l.; lot 8, ditto 300l.—sold for 7500l.; lot 9, ditto 170l. 10s.—sold for 6500l.; lot 10, ditto 200l.—sold for 8000l.; lot 11, ditto 120l.—sold for 3100l.; lot 12, ditto 200l.—sold for 5000l.; lot 13, ditto 220l. 16s.—sold for 5400l.; lot 14, ditto 300l.—sold for 7500l.; lot 15, freehold, No. 67, East Smithfield, let at 30l. per annum—sold for 5100l.; lot 16, ground-rent of 32l. 16s. per annum—sold for 11800l.; lot 17, ditto 62l.—sold for 1500l.

SOLICITORS' JOURNAL.

NOTES OF NEW DECISIONS.

HUSBAND AND WIFE — SEPARATION — RECOHABITATION.—By a marriage settlement certain stock belonging to the wife was assigned to trustees upon trust to pay out of the income thereof 50l. a year to the husband for his life, and the residue of the income to the wife for her separate use; there were certain trusts to the issue of the marriage, and in default of issue all the property was to be reassigned to the wife in the event of her predeceasing her husband, but if the husband survived the wife, he was to have one-half of the income for life, and the wife was to have power to appoint the whole of the capital by will, and in default of appointment, one-half of the whole property was to go to the husband, and the other half to the wife's next of kin. Certain shares, also belonging to the wife, were not included in the settlement, but were placed in the name of the husband. Shortly after the marriage the husband and wife separated, and a deed of separation was then executed, whereby the husband transferred the shares to a trustee for the wife for her separate use, and covenanted not to molest her, the trustee covenanting to indemnify the husband against his wife's debts during the separation. It was also provided that the trusts of the settlement should still subsist, notwithstanding the deed of separation. Subsequently the husband and wife renewed their cohabitation and afterwards discontinued it, and again renewed it at various times. Ultimately, the trustee refused to continue the payments under the separation-deed, without the direction of the court, and thereupon the wife instituted a suit to enforce the trusts of the deed, and, so far as might be necessary, those of the settlement: Held, that inasmuch as the effect of the re-cohabitation was to render the husband liable for the wife's debts, the chief consideration for the deed had failed, and the husband was entitled to the shares assigned under it; but with respect to the stock it was still subject to the trusts of the marriage settlement: (*O'Malley v. Blease*, 20 L. T. Rep. N. S. 899. V.C.S.)

LEGACY TO EXECUTOR.—EVIDENCE OF ACTING AS EXECUTOR.—A testator gave "unto his executors thereafter named 200 guineas for their trouble in the execution of the trusts of that his will in addition to any other legacy he might have given them." He appointed his brothers B. and W. his executors. The testator died in 1859, and B. predeceased him. W. left England for New South Wales in 1861, and resided there till his death in 1862. In 1854 W. had executed a general power of attorney, authorising his brother A. to act as his attorney in all matters. In 1860 A. was appointed administrator with the will annexed of the testator's estate, and shortly after this he received

a power of attorney from W., dated prior to the letters of administration, authorising A. to procure letters of administration to be granted to him, but nevertheless for W.'s use and benefit, until W. should apply for and obtain probate to be granted to himself; but in consequence of the previous grant of administration A. made no further application for probate on behalf of W. W. died in 1862. A. filed a bill to administer the testator's estate, whereby he stated that W. had accepted and acted in execution of the trusts of the will by the plaintiff as his attorney: Held, that the legacy must be paid to W.'s representatives, the statements in the bill being conclusive as to the fact that W. had accepted the trusts and acted as executor: (*Lewis v. Mathews*, 20 L. T. Rep. N. S. 905. V.C. M.)

COPYRIGHT—PIRACY—MEASURE OF DAMAGES—EVIDENCE.—The legitimate and the piratical use of an author's work considered. There is no monopoly in a theory nor in the speculations and illustrations by which an author may have supported a theory promulgated by him; but no one will be permitted, with or without acknowledgment, to take a material and substantial portion of his work, of his arguments, his illustrations, and his authorities, for the purpose of improving a rival publication. The measure of damages in questions of piracy stated. The effect of the evidence by interested parties in the subject matter of a suit considered: (*Pike v. Nicholas*, 20 L. T. Rep. N. S., 906. V.C. J.)

WESTERN CIRCUIT—BODMIN.

MOREHEAD v. SOBEY.

Lopes, Q.C. and Arundell Rogers were counsel for the plaintiff.

Cole, Q.C. for the defendant.

This was an action against an attorney for negligence in a conveyance of some titles.

The great defence was that there was no retainer.

The jury found a verdict for the plaintiff for 169l. 19s. 3d., with leave to move on the point of a retainer.

THE WORK OF THE SESSION.—During the past session 288 Bills were passed; of these, 126 were public Bills, but include a few of a hybrid character, and the remaining 162 were private Bills.

THE LONG VACATION.—On Tuesday the chief clerks at the Chancery chambers concluded their sittings. The long vacation has commenced, and terminates on the 28th Oct. Vice-Chancellor James is the vacation judge, and his offices will be opened on the days appointed.

CHANCERY DIVIDENDS.—A rector writes to the *Times*: "Pray allow me one word. I am a poor incumbent; part of my income consists of a dividend on the purchase-money of a portion of the glebe sold to a railway company, and vested in the names of the rector and accountant-general of the Court of Chancery. I gave a power of attorney to a banker, who told me after a time that my account was not worth keeping, and he could not any longer take the trouble to receive the dividend. He did not offer to return the 1l. 5s. 6d. which the power cost. I then went to the accountant-general's office in Chancery-lane, got a solicitor to identify me (another fee), made oath that I was myself, got my warrant for payment signed and re-signed, and at last received the money from the Bank of England. This process has to be repeated half-yearly, with the exception of the solicitor, to receive 4l. 8s. 8d."

SINGULAR BREACH OF PROMISE CASE.—**DAMAGES 2000l.**—At the Croydon Assizes, before the Lord Chief Baron, the case of *Morony v. Lee* was tried. The plaintiff was a young lady belonging to a family of high respectability in the county of Clare, in Ireland. The defendant is an officer in the 13th Light Infantry. The acquaintance between them commenced at Gibraltar, where the defendant was stationed with his regiment, and in Jan. 1863, the defendant made an offer of marriage to the plaintiff, which was approved by the lady's mother, and after her return to Ireland the defendant paid a visit to her family. After this he wrote in affectionate terms to the plaintiff, but on going to visit his father at Boulogne the latter threatened him that if he carried out his engagement he would stop his allowance of 120l. a year and disinherit him. The defendant upon this wrote to the plaintiff, coolly breaking off the engagement, and the latter replied that she had sufficient means in addition to his pay to enable them to live in comfort. He, however, declined to fulfil his engagement, and for this the action was brought at the instance of the lady's relatives, she herself it was hinted, being unwilling to bring the case before the public. The jury awarded 2000l. damages.

THE BENCH AND THE BAR.

DEATH OF LORD JUSTICE SELWYN.

Lord Justice Selwyn died on Wednesday morning, at his residence, at Richmond. He had been a long time seriously ill, and had undergone a formidable operation, from which it was hoped, however, that he had recovered. The late Lord Justice (Sir Charles Jasper Selwyn) was the youngest son of the late Mr. William Selwyn, Q. C., of Richmond, and was born in 1813. He was consequently fifty-six years of age. He was called to the Bar at Lincoln's-inn in 1840, received silk in 1856, was Solicitor-General in 1867, and was appointed one of the Lords Justices of Appeal in 1868.

The contemporary comments of the press are generally interesting on these occasions.

The *Times* remarks that his death will affect the whole Bar, and especially the Equity Bar, from the most senior to the most junior members, with the sentiment of a personal bereavement. No one was as counsel more sympathetic, and no judge has ever shown himself more considerate or more patient. Some natural apprehension was felt at his original appointment to the Court of Appeal, which appeared to imply a carelessness in party leaders of any but party claims to judicial office; but it must in fairness be admitted that whatever the sometimes rather hypercritical judgment of the Bar, the other branch of the Profession, which scrutinises conclusions rather than the reasons for them, has exhibited no discontent at what was in itself something of an experiment. Perhaps, in fact, clear common sense, without conspicuous legal genius, is more likely to arrive at sound conclusions in an appellate court than in a court of first instance. A really brilliant advocate is a more exceptional being than a satisfactory judge; more of the creative faculty is necessary to make him; and for the same reason an appellate judge has in some respects an easier task in criticising the propositions and arguments of the judge below than that judge had in constructing them. But, on the other hand, a mistake goes further, and has much more dangerous consequences, when made by the higher tribunal. Even the mere authority of an appeal court is infinitely greater than that of a court of first instance, as a single day's attendance in court and observation of the varying degrees of respect accorded to the precedents cited would teach any intelligent layman. It has been given to but few Judges of first instance besides Sir William Grant to be accepted as framers of the science of law—a science which must be always in a state of development, on pain of being else always in a state of stagnation, which, with it is retrogression. From this point of view, the importance of filling up, not merely respectably, but in the best possible way, the vacancy in the Appeal Court in Chancery is obvious. The *Times* suggests Lord Cairns or Sir Roundell Palmer, though it doubts whether either of them would accept the post. The country has perhaps the greatest claim on the services of Lord Cairns.

The *Telegraph* remarks that the late Lord Justice was a singularly successful rather than a brilliant man. If, however, he did not acquire the reputation of a profound lawyer, he was highly esteemed at the Bar, and he will be deeply regretted.

ASSIZE INTELLIGENCE.

NORFOLK CIRCUIT.

Norwich, Aug. 6.—The commissions were opened here yesterday afternoon. The business on the civil side is very light, there being only 5 causes. (1 marked for a special jury). On the Crown side there are 30 prisoners. There is a charge of murder by poison, and there are charges of poisoning with intent to murder, manslaughter, rape, burglary, perjury, concealment of birth, horse stealing, and larceny.

MIDLAND CIRCUIT.

Leeds, Aug. 5.—The cause list is very light, there being only 44 causes, of which 14 are special juries. Since the assizes have been held in this town there have been an average of 60 to 70 causes. The calendar is also very light, there being only 76 prisoners, or 60 cases. There is 1 case of child murder, and 6 of manslaughter, 11 of housebreaking and burglary, and 11 of robbery with violence.

WESTERN CIRCUIT.

Wells, Aug. 6.—The learned judges opened the commission for holding the assizes for the county of Somerset in this city yesterday afternoon. Their Lordships afterwards attended Divine service in the cathedral. This morning the judges took their seats at ten o'clock; Mr. Justice Keating presiding in the Crown court, and Mr. Justice Lush sitting at Nisi Prius. The business is light, there being only 30 prisoners and 9 causes, 4 of which are marked to be tried by special juries.

OXFORD CIRCUIT.

Gloucester, Aug. 10.—The learned judges opened the commissions here yesterday, and attended Divine service at the cathedral. The cause list contains 18 entries, of which 4 only are marked for special juries. There are 24 prisoners for trial.

The two revising barristerships vacant on the Northern Circuit have been bestowed by Mr. Justice Hannen, the senior judge, on Mr. Walter Trevelyan and Mr. James Shiel.

DOWNING-STREET, Aug. 5.—The Queen has been pleased to appoint David P. Chalmers, Esq., to be magistrate for the Gold Coast Settlement on the Western Coast of Africa, and assessor to the native chiefs within the protected territories near or adjacent to the said settlement.

WHITEHALL, Aug. 4.—The Queen has been pleased to appoint the Right Hon. George William Baron Lyttelton, K.C.M.G.; Arthur Hobhouse, Esq., one of Her Majesty's Counsel; and the Rev. Hugh George Robinson, M.A., to be Commissioners for the purposes of "The Endowed Schools Act, 1869." The Queen has also been pleased to appoint Henry John Roby, Esq., M.A., to be secretary to the said commissioners.

UNIVERSITY COLLEGE, LONDON.—At a Session of Council, held on the 7th inst., Mr. George Grote, President of the College, in the chair, the following appointments were made:—Mr. Sheldon Amos, M.A., of the Inner Temple, to be Professor of Jurisprudence; Mr. William Alexander Hunter, M.A., of the Middle Temple, to be Professor of Roman Law; Mr. J. W. Willis Bund, M.A., LL.B., of Lincoln's Inn, to be Professor of Constitutional Law and History; Professor J. E. Cairnes, M.A., and Professor T. E. Cliffe Leslie, LL.B., to be Examiners for the Ricardo Scholarship in Political Economy.

THE LORD ADVOCATE.—Some wicked wag has been perpetrating the joke on some of our Scottish contemporaries that Mr. Moncreiff, the Lord Advocate, is about to be appointed Governor of the colony of Northern Australia. We need not say there is no such colony, though we believe it is in contemplation to found one on the newly-discovered lands to the north of that great island continent. But if it were established to-morrow the salary would not be such as to tempt the Lord Advocate. It is possible the report may have taken its rise from the known disposition of Mr. Gladstone to provide for the learned lord in some situation worthy of his talents and services. Through the unlucky accidents of official life he has missed the two great prizes in his own profession, the Lord Justice-Generalship and the Lord Justice-Clerkship, both of which were filled up by his contemporaries or juniors when he was out of office, and there is no other legal office in Scotland worth his acceptance. But he has earned rank and ease; and, besides, he stops the way for other men. Mr. Young, the Solicitor-General, it is said, grows impatient of the shade in which he is cast by his chief. Altogether, it is most desirable that Mr. Moncreiff should be promoted, but not to the embry colony of Northern Australia.—*London Scotsman.*

MR. GIFFARD, Q.C., AND THE CORPORATION OF CARDIFF.—At the last meeting of the Cardiff Town Council, the Mayor drew attention to the expenses incurred by him at the late election, and mentioned that the town clerk had applied to the agents of Mr. Giffard and Colonel Stuart for the repayment of those expenses. Colonel Stuart's agent only took objection to one item in the charge made for the service of the police, but, with this exception, he offered to give a cheque for the remainder. Mr. Giffard's agent, however, disputed items amounting altogether to 84l. 15s. 9d. The corporation expenses incurred at the late election amounted to 324l. 7s. 6d., and Mr. Giffard's proportion was 162l. 3s. 9d. There were, however, some books supplied to each candidate value about 12l., respecting which there was no dispute. This made Colonel Stuart's account 174l. 13s. 9d., and Mr. Mathews had tendered his cheque for 175l. Mr. Giffard's agent, on the contrary, objected to claims made for the erection of booths, which he said were too numerous, but which had been ordered for the sake of preventing any excessive crowd at any one point. The returning officers' salaries cost the corporation 39l. 12s. Mr. Giffard's agent only allowed 18l. There were several other items disputed, reducing his account to 77l. 7s., leaving the corporation to pay 84l. 15s. 9d. Some very strong remarks were made respecting this dispute on the part of the agents, but the town clerk admitted that one barrister had given it as his opinion that their charges could not be sustained, while another had said they could. They were, however, charges usually made to candidates at these elections. After some suggestions to write to Mr. Giffard himself, it was resolved that the town clerk wait on the agent again for a settlement of the claim.

MAGISTRATE AND PARISH
LAWYER.

NOTES OF NEW DECISIONS.

HIGHWAYS—CATTLE STRAYING THEREON—WHAT IS A HIGHWAY.—Sect. 25 of the Highway Act 1864, inflicts a penalty on cattle straying on or lying about any highway, "except on any part of any highway as pass over any common or waste or unenclosed ground." A highway having strips of greensward along its sides, on which a right exists of pasturing cattle, is not a highway passing over "any common, waste, or unenclosed ground" within the section, and the owner of cattle who has a right to pasture them is subject to the penalty if he permits them to stray upon the highway. What is a highway is a question of fact for the justices: (*Freestone v. Caswell*, 20 L. T. Rep. N. S. 918. Q. B.)

NUISANCES REMOVAL—CONSTRUCTION OF SEWERS—NOTICE—COMPENSATION.—The defendants, as commissioners under their Local Improvements Act 1846, are empowered, on giving twenty-eight days' public notice, to construct drains through the inclosed lands of private owners who, being aggrieved, have power, under the Act, to object and appeal. By the 3rd sect. of the Nuisances Removal Act 1855, the defendants, as such commissioners, are the local authority, and as such have power, under sect. 22 of the same Act, and sect. 67 of the General Highway Act, and without giving any notice, to construct drains through inclosed private land adjoining a highway, in order to remove an existing nuisance. A watercourse at Bury having, by being used as a sewer, become a public nuisance, which it was impossible to remove without constructing a new sewer, the defendants, as such improvement commissioners, without giving any notice, constructed a new sewer across inclosed land of the plaintiff adjoining a highway, and where no sewer had previously existed, and not in the line of the original watercourse, it being admitted that the course adopted by them was the most inexpensive and convenient one for the purpose. Held, by the Court of Exchequer Chamber, reversing the decision of the majority of the court below: First, that the words "instead thereof" in sect. 22 of the Nuisances Removal Act 1855, import a power to make a new sewer whenever that is the proper course in order to cure a nuisance. Secondly, that, construing that section with sect. 67 of the General Highway Act, and the necessity for making a new sewer being ascertained as a matter of fact, the commissioners have a discretion in what direction such new sewer shall be made; and exercising such discretion honestly, without misconduct or negligence, they are not liable to have it overruled in a court of law. Thirdly, that, in the absence of any proof of the contrary, credit ought to be given to them, as public officers who have *prima facie* acted within the limits of their jurisdiction, for having done so with honesty and discretion. Fourthly, that the defendants had power to act under either the local Act or the General Act at their option, and that the making of the sewer in the way adopted by them was within their power under the General Act. Fifthly, that the compensation clause in the Act secures compensation for all damage caused to the owner or occupier by the making of such a sewer through his land: (*Earl of Derby v. The Bury Improvement Commissioners*, 20 L. T. Rep. N. S. 927. Ex. Ch.)

WANDSWORTH POLICE COURT.

Wednesday, Aug. 11.

(Before Mr. DAYMAN.)

Query whether the justices have power to grant transfers—*The New Beerhouse Act*.

The 9th clause of the new Act was again brought under the notice of Mr. Dayman as to the transfer of licences.

Mr. DAYMAN said the question was whether the magistrates of police courts, which were petty sessions, had the power, but the Police Act seemed to exclude them. It gave one magistrate power to do any act directed to be done by more than one justice, but it provided that none of the magistrates should be competent to sit as a justice of the peace, either alone or with other justices, in anything which was to be done at a special or petty sessions of all the justices acting in the division. Many of the magistrates thought they had the power, but he had looked a good deal into the matter, and, strictly speaking, he thought the Police Act excluded them.

A Supervisor of Excise, who was present, said the magistrates had power to grant protection in the same way as under the Public-house Act.

Mr. DAYMAN said the new Beerhouse Act did not give them that power.

The supervisor mentioned that he had construed the power of the magistrates in that way, for he thought it would be hard upon beer-shop-keepers to be deprived from selling for two or three months, as he could not grant the licence until the certificate of transfer had been obtained.

Mr. DAYMAN said it was an omission in the Act, but probably it arose from the Legislature wishing to give the local justices a discretionary power of granting a transfer. There had been a great deal of discussion of late about the conduct of beerhouses, and it was thought desirable that they should be more under the immediate control of the justices. When he came to look more closely into the Act, he doubted whether they really had the power of granting transfers.

PROFITABLE CONVICT LABOUR.—In the course of last year about fifty convicts were transferred from the Straits Settlements to Labuan, to be employed on public works and in other ways. A portion of them were allotted to the Oriental Coal Company, lessees from the Crown of the coal mines in the island of Labuan, to be employed in loading coals on board ships. They are stated to have worked diligently and willingly, and to have earned three or four times as much as their cost to the public.

DOG LICENCES.—At the Kingston borough petty sessions, the Excise authorities obtained convictions in eighteen cases against persons for keeping dogs without getting a licence in proper time. Most of the defendants had taken out licences after the visit of the Inland Revenue officers, and in nearly every case the charge was for keeping an "unlicensed" dog in May last. The fines were, as a rule, 1l. 5s. with costs.

RECENT POLICE COURT SCENES.—It is not without reason that our police magistrates have been out of spirits lately. The usual absence of jocularity on the bench to which we lately adverted is fully accounted for by the imminent risk to life and limb now incurred by the magistrates when sitting on the bench which in days of yore was wont to vibrate with the laughter excited by their condescending jests. It was but the other day that Mr. D'Eyncourt had to fly for his life from the magisterial chair in Marlborough-street, on the memorable occasion of the battle of the boys. Recently, Mr. Paget, at the police court in Thames-street, was nearly demolished by four Irishmen whom he had sentenced to imprisonment for assaulting and nearly murdering "a female relative." The moment the sentence was pronounced the interesting captives set up a loud yell and abused the magistrate in "the most offensive language ever heard." It must have been horribly offensive, for we should have thought it almost impossible to improve upon the language which it is our privilege to hear almost hourly in the streets of London from some of the lower classes when they are in good spirits, or happen to differ slightly from each other in an argument. The prisoners then threatened the magistrate, and made a sacrilegious effort to reach the bench. They had not counted on the gallantry of the officials of the court, who showed by their conduct that they are not only prepared to laugh at the worthy magistrate's jokes, but also to die for him if necessary. Two ushers, two warrant officers, the gaoler, and others threw themselves between the ruffians and their prey. A deadly struggle then commenced, and the account states that "the magistrate was really in considerable danger." But for the nerve displayed by Mr. Paget and his defenders, we might have witnessed the painful spectacle of a magistrate driven from the bench and chased through the streets by four Irishmen, who, having half murdered a relation, were not likely to show much mercy to one not endeared to them by ties of blood, and who had moreover just sentenced them to imprisonment. Fortunately help was at hand. At this moment nine police constables of the K Division appeared on the scene, and eventually, after a violent struggle, kicking, and plunging, the misguided men were forced into a cell, and ultimately conveyed in the prison van (or "Black Maria," as it is playfully called in rough society) to the House of Correction. We cannot help thinking that it would be advisable, in case of accidents arising from turbulence in our police courts, to have a trapdoor with machinery beneath the bench, which would enable our worthy magistrates, when they have delivered a sentence, to descend rapidly, like demons in a pantomime, out of harm's way, leaving the prisoners at the bar to digest their observations without the power of assaulting them. Prisoners should be allowed every latitude, but on no account should they be permitted to remonstrate with the magistrate by pummelling him on the bench.—*Pall-Mall Gazette*.

REAL PROPERTY LAWYER AND
CONVEYANCER.

NOTES OF NEW DECISIONS.

LANDLORD AND TENANT—LEASE—FORFEITURE.—B. procuring from C. a lease of a shop and premises, purchased certain tenant's fixtures from D., the outgoing tenant, whose lease contained a proviso that if he should execute an assignment for the benefit of creditors, the lessor should have power to re-enter and repossess. B. executed such an assignment of his property to E., and the lessor gave notice of forfeiture, and took formal possession. C. proceeded to sell the fixtures; but on a motion for an injunction it was held that the tenant's fixtures could not be removed after the lease had been thus forfeited: (*Pugh v. Arton*, 20 L. T. Rep. N. S. 865. V.C.M.)

RENEWABLE LEASEHOLDS—WILL—PURCHASE OF REVERSION.—A testatrix by her will gave all her real and personal estate (including a leasehold estate at M., specifically named in the will) to trustees upon trust to pay the rents and income thereof to her son P. H. for life, with remainders over. And she directed her trustees, if they should think proper, but not otherwise, at the usual times to procure renewals of the leases of her leasehold premises, and for that purpose she empowered them to raise the sums required for such renewals out of the trust funds, or the rents of the leaseholds, or by mortgage, &c. The leasehold estate at M. was held under a twenty-one years' lease from the Dean and Chapter of Bristol, renewable every seven years. The Ecclesiastical Commissioners, in whom the reversion afterwards became vested, refused to renew the lease, and the trustees, purporting to act under the powers conferred by 23 & 24 Vict. c. 124, ss. 20 and 39, entered into an agreement with the Ecclesiastical Commissioners, whereby the trustees were to surrender a certain portion of the leasehold property to the commissioners, who were, in exchange, to convey the reversion of the residue to the trustees upon the trusts of the will. On a summons by the trustees to obtain the sanction of the court to this agreement: Held, that this was not a transaction which the trustees could carry into effect without the consent of the tenant for life (whose income would thereby be considerably diminished), for it was a case for an exercise of discretion: (*Hayward v. Pile*, 20 L. T. Rep. N. S. 896. M. R.)

WILL—MEANING OF "ALL MY OTHER PROPERTY."—B. devised certain real estate specifically, and then devised and bequeathed "all his other property whatsoever and wheresoever" to C. D. (without any words of limitation) on trust, to continue the same in the investments on which it should be standing at the time of his decease, or at their discretion to call in the same and invest it in certain securities, and to apply the income thereof in manner therein mentioned in favour of his wife and daughters. This was held to include real estate to which B. became entitled after the date of his will: (*Lloyd v. Lloyd*, 20 L. T. Rep. N. S. 898. M. R.)

JOINT-STOCK COMPANIES' LAW
JOURNAL.

NOTES OF NEW DECISIONS.

RAILWAY COMPANY—DEED FOR BENEFIT OF CREDITORS.—By a deed the rolling stock of a railway company was vested in trustees in trust to "pay to the creditors of the said company the several sums now payable to or receivable by them respectively, *pari passu*, and without any preference or priority whatever." Held, that debenture holders, whose debentures were not payable until after the date of the deed were not included in it. By the same deed it was provided that "no creditor holding security and claiming to take the benefit of the trusts aforesaid, should be entitled to any payment in respect of his debt without accounting for the value of his security according to the practice of the Court of Chancery in the administration of the estate of deceased persons." Held, that such creditors were entitled to prove for the full amount of their claims without deducting the value of their securities: (*Waterlow v. Sharp*, 20 L. T. Rep. N. S. 903. V.C.S.)

SECURITY BY OFFICIAL LIQUIDATORS.—THE ACCIDENTAL DEATH INSURANCE COMPANY.—In this winding-up matter, before the Rolls Chambers,

a new liquidator, Mr. Hart, had been appointed, and the present application to Mr. Church, the Chief Clerk, was to fix the amount of the security to be given. An official account had been opened at the Bank of England, and payments were to be made there. The Chief Clerk fixed the security to be given by Mr. Hart at 5000l.

MARITIME LAW.

NOTES OF NEW DECISIONS.

CARRIERS BY SEA—WHARFINGER—LOSS OF GOODS—SPECIAL CONDITIONS—PRINCIPAL AND AGENT.—In Oct. 1866, K. and Co., merchants, London, sent certain goods to the plaintiffs, who were merchants in Dublin, and it was agreed between said parties that the said goods should be forwarded to the plaintiff by steamship from London to Dublin. On the 6th March 1866, K. and Co. sent the said goods by their own carter and on their own carts (according to their usual course of business) to H. and Co., wharfingers, London, for the purpose of having some placed on board the ship of the defendants, who were carriers by sea. H. and Co., having received the goods, gave a receipt therefor to said carter, on the back of which receipt were indorsed special conditions amongst others that the defendants would not be responsible for any loss or damage arising from the negligence of their own officers and crew in the journey from London to Dublin, and this was the usual form of receipt given by the said wharfingers to K. and Co. The ship sailed, and the goods were lost admittedly through the negligence of the officers and crew. The plaintiff, to whom the goods were sent, had paid K. and Co. for same, and knew nothing whatever of the conditions of the receipts. In an action to recover damages for the loss, Monahan, C. J., before whom the case was tried, left the following question to the jury, "whether K. and Co., at the time of the delivery of the goods to said H. and Co., from the fact of the receipt then given, and the giving of previous receipts in the same form, were aware that the defendants received the goods only on the condition mentioned in the receipt," whereupon the jury found that there was not sufficient evidence that K. and Co. had knowledge of the special conditions on the back of the receipt. His Lordship then directed a verdict for the plaintiff, with liberty to the defendants to move to have a verdict entered for them, &c.: Held, that the true question to have left to the jury would have been, "whether the said receipt containing the conditions on which alone were the goods consigned to the plaintiffs were to be carried by the defendants was delivered to the plaintiffs or to their agents at the time the goods were by their agent placed on the wharf of the wharfingers," and that it was not necessary to explain to plaintiff's agent the conditions embodied in the said receipt: Held, also, affirming the judgment of the court below, that the verdict should be entered for the defendants; that they being carriers by sea the condition was valid; that K. and Co. being the agents of the plaintiff in the making of said contract, the plaintiff was bound thereby: Held, also, that plaintiff, by bringing his action against the defendant, had thereby adopted the contract, as between K. and Co. and defendant. *Semble*, plaintiff should have declined to pay K. and Co. for the goods, on the ground that the delivery by them of the goods to the defendants (on the special conditions) was not a delivery to him. Note, that the plaintiffs in this matter were mere nominal plaintiffs, inasmuch as they, on the loss of the goods, applied to and were paid by the insurance company, who, though not the ostensible, were the real plaintiffs in the action: (*Alexander v. Mulcolmon*, 20 L. T. Rep. N. S. 930. Ex. Ch. Ir.)

ECCLESIASTICAL LAW.

NOTES ON NEW DECISIONS.

CUTTING TIMBER BY INCUMBENT.—An incumbent has no right to cut timber for sale to meet general dilapidations, but only such timber as is required for use in repairs: (*Sowerby v. Fryer*, 20 L. T. Rep. N. S. 868. V.C.J.)

DISESTABLISHMENT IN WALES.—The following is the notice given by Mr. Watkin Williams, M.P., for next session in regard to the Established Church in Wales: To call attention to the existing state of religious inequality in Wales, and to the anomalous

position of the Established Church in that principality, and to move the following resolutions: "That in the opinion of this House the time has now arrived when the measure of religious equality that has been granted to Ireland can no longer, consistently with justice and sound principles of legislation, be withheld from the principality of Wales." "That it is expedient that the surplus fund to be derived from the disestablished and disendowed Church should be applied to the advancement of a national and purely undenominational system of education."

LAW STUDENTS' JOURNAL.

INTERMEDIATE EXAMINATION, 1870.

UNDER 23 & 24 VICT. c. 127, s. 9.

The elementary works, in addition to book-keeping (mercantile), selected for the intermediate examination of persons under articles of clerkship executed after the 1st Jan. 1861, for the year 1870, are—

Chitty on Contracts, chaps. 1 and 3, with the exception in chap. 3 of sect. 1, relating to contracts respecting real property. Any edition published in or after 1850.

Williams on the Principles of the Law of Real Property. 7th or 8th edita.

J. W. Smith's Manual of Equity Jurisprudence. 7th, 8th, or 9th edita.

The examiners deal with the subject of mercantile book-keeping generally, and do not in their questions confine themselves to any particular system. Candidates are not examined in the method of book-keeping by double entry.

Candidates are required by the judges' orders to give to the Incorporated Law Society one calendar month's notice* before the commencement of the Term in which they desire to be examined. Candidates are also required to leave their articles of clerkship and assignments (if any), duly stamped and registered, seven clear days before the commencement of such Term, together with answers to the questions as to due service and conduct up to that time.

Candidates may be examined either in the Term in which one half of their term of service will expire, or in one of the two next Terms before, or one of the two Terms next after, one half of the term of service under their articles.

The examinations are held in the hall of the Incorporated Law Society, Chancery-lane, London in Hilary, Easter, Trinity, and Michaelmas Terms Law Society's Hall, Chancery-lane, London. July, 1869.

*FORM OF NOTICE.

Notice is hereby given that A. B., of [who is now under articles of clerkship to C. D., of [or, who has served under articles of clerkship to C. D., and is now serving under an assignment of such articles of clerkship to E. F., or, as the case may be], intends to apply in Term next for intermediate examination.

Dated the day of 18 .

COUNTY COURTS.

SOUTHWARK COUNTY COURT.

Wednesday, June 30.

(Before C. S. WHITMORE, Esq., Q.C., Judge.)
POWELL v. THE LONDON AND SOUTH-WESTERN RAILWAY COMPANY.

Season ticket—Not available by special train.

The plaintiff was the holder of a season ticket between Waterloo and Epsom, issued subject to the following agreement, which was signed by the plaintiff, viz., "It is understood and agreed by me that this ticket is taken subject to all the company's present and future rules and regulations." Another condition stipulated that the company was to be at liberty "to alter, reduce, or vary the trains without liability to the holder of the ticket." Previous to the Epsom summer race week the company gave public notice that between the hours of 11.15 a.m. and 7 p.m. on the Derby and Oak days the ordinary trains to and from Waterloo and Epsom would be suspended, but that special trains would run at frequent intervals. The plaintiff desiring to go to Epsom by a special train leaving Waterloo between ten and eleven o'clock on the Derby morning, proposed to avail himself of his season ticket, and contended that it enabled him to travel by any train he found leaving the station, whether a special or an ordinary one, and as the railway officials refused to allow him to do so, he took a separate ticket, and now brought his action to recover the amount he had paid for it.

Crombie for the defendants.

His HONOUR, in giving judgment for the defendants, held that the suspension of the ordinary Epsom trains during certain hours of the Derby Day was a reasonable "variation" contemplated by the conditions under which the season tickets were issued, and that a season ticket holder has no right to travel during such hours by a special train put on for the races without paying the fare fixed for the journey.

SUNDERLAND COUNTY COURT.

(Before H. STAPLETON, Esq., Judge.)

DICKINSON v. BELL.

Worry to sheep by dogs—Tribunal—Practice.

His Honour gave judgment in this case, in which the plaintiff, a butcher at Hylton Ferry, claimed 5l. damages from the defendant, a beer-house-keeper in the same village, for damage done to plaintiff's sheep by defendant's dog, which it was alleged, had worried two sheep outright, and caused a ewe to drop a dead lamb. Plaintiff rested his case upon Mr. Fenwick's Act, making the owner of a dog liable for injuries done without his knowledge, and also at common law, on the ground that the defendant did know his dog was accustomed to chase and bite sheep. The defendant took the objection that, under Mr. Fenwick's Act, the remedy was confined to the magistrates, where the damage claimed did not exceed 5l., and that the County Court had no jurisdiction.

His HONOUR gave judgment for the plaintiff for the amount claimed, with costs. He found, in the first place, that at common law the plaintiff was entitled to recover 1l. as that part of the damage sustained after the defendant had had express notice of his dog's mischievous propensities; so that, in any event, his judgment must have been for the plaintiff to that amount. Then with respect to the 4l. which he found to be the amount of damage done before the defendant had notice, he was obliged to consider whether, in a case under 5l., the plaintiff's remedy was confined to the magistrates. The Act referred to was a short one, and he should have expected to have found that if the Legislature had intended to prevent a man resorting, if he chose, to the ordinary courts of the country, express words would have been inserted to that effect. He had, therefore, come to the conclusion, though not without some hesitation, that it was optional for the plaintiff either to go to the magistrates or bring an action in the County Court, having found the rule clearly laid down that express words were always required to bar a man from coming to any ordinary court with a grievance.

Robson was for plaintiff in the case.

Bell for the defendant.

BLACKBURN COUNTY COURT.

(Before W. A. HULTON, Esq., Judge.)

Monday, Aug. 9.

FLITCHER v. KAY.

Action to recover money paid to a solicitor for costs under protest.

A borrowed money from B. upon a deposit of deeds and memorandum, the latter being silent as to costs. B., solicitor, insisted upon payment of costs:

Held, that he was entitled to do so.

Baldwin for plaintiff.

Deane for defendant.

His HONOUR delivered the following judgment:—In this case the principal facts were not disputed. It appeared that in 1863 the plaintiff borrowed from Mr. Mercer 200l.; and as a security deposited with him a mortgage from Mr. Dewhurst, by a memorandum in writing agreed to transfer the mortgage to Mr. Mercer on request. In March last, Mr. Kay was instructed by Mr. Mercer's executors to call in the mortgage. He accordingly applied directly to Mr. Dewhurst, and the money was paid in by that gentleman with interest; the payments being made to Mr. Kay's solicitor to the mortgagees. The defendant made out his bill of costs amounting to 3l. 4s. 3d., for that business against his clients the mortgagees, and, on the final settlement, he declined to deliver up the mortgage until the bill was paid with principal and interest still remaining unpaid. The money was paid under protest as to the bill of costs, and this action was brought to recover the sum so paid. It was proved at the hearing that the work was done, and that the charges were reasonable, but Mr. Baldwin, for the plaintiff, strongly insisted that the charges were not payable. He cannot accede to the objection. It must be borne in mind that the action is not for the money paid, but for the mortgage. Mr. Dewhurst, and that, whatever might be the case as between the plaintiff and Mr. Dewhurst, the question before me is between a mortgagee and an immediate mortgagee. Now I think, clear, notwithstanding a doubtful statement, the contrary in Pulling's Law of Attorneys, that the general rule entitles a mortgagee to his costs when the debt is paid off, and the property reconveyed; *King v. Smith*, 6 Hare, 475; *Costs on Mortgage*, 422, and that the principle of the rule is that the owner is seeking to deliver his estate from an incumbrance, he himself brought upon it, and therefore must indemnify the person having the pledge who is not to be put to expense on account of it: (2 Powell on Mortgage, 993.) Mr. Baldwin admitted that the expenses of a reconveyance of a mortgage fall on the mortgagor; but he insisted that the expenses, consequent on the repayment of the money advanced, could not be charged against the mortgagor in

case of a mortgage by deposit of deeds. I can see no reason for the distinction. The costs objected to have been incurred substantially as for a conveyance. The principle on which the rule in the one case depends applies equally to the other. It was proved in the clearest manner at the hearing that the practice in this district was that the mortgagee should be paid such charges on redemption. And I think that the custom is legal (see *Tuckley v. Thompson*, 2 L. J. 565), and grounded in good sense. That it acts as a boon to mortgagors is unquestionable; for, if the objection was valid, mortgage by deposit of deeds would become of rare occurrence. The cases cited at the hearing do not affect the question before me. *Wakefield v. Nelson*, 6 Q. B. 276, and *Fraser v. Pendlebury*, 31 L. J. 1, C. P. only affirm the general rule as to the costs of a reconveyance of a mortgage. And the first cited case, and that of *Holts v. Claridge*, 4 Tann. 807, merely decide that a mortgagee can only give the same lien as against the mortgagor that he himself possesses. This rule might have been applicable had the question been raised between Mr. Dewhurst and his mortgagee, the present plaintiff; but has no bearing on the present case. The verdict must be entered for the defendant.

Deane applied for the costs of the defendant's witnesses.

His HONOUR.—They will not charge anything, will they?

Deane.—They will expect to be paid. They were subpoenaed. Mr. Ainsworth was very unwilling to come till we subpoenaed him.

His HONOUR.—I will allow the costs of the subpoenas and the costs of two witnesses if they are applied for.

Deane.—Will you allow anything for the defendant, Mr. Kay?

His HONOUR.—Mr. Kay will not ask for them?

Mr. Kay.—I do. I was taken away from my business.

His HONOUR made no order on this point.

BANKRUPTCY LAW.

NOTES OF NEW DECISIONS.

PROVEABLE DEBT—"CONTRACT OR PROMISE"
—*BANKRUPTCY ACT 1861, s. 153.*—Sect. 153 of the Bankruptcy Act 1861 (24 & 25 Vict. c. 134), which provides for the assessment of damages in cases where a bankrupt at the time of adjudication is liable "by reason of any contract or promise to a demand in the nature of damages which have not been and cannot be otherwise liquidated or ascertained," applies only to cases of express contracts, and not to contracts implied by law from the relation in which parties stand to each other. The goods of the plaintiff, who was sub-tenant to the defendant of one of the rooms of a warehouse, were distrained for rent owing by the defendant to his landlord. The plaintiff paid to the landlord a certain sum for the release of his goods, and the defendant subsequently to the payment became bankrupt on his own petition, and obtained his order of discharge. The plaintiff, not having proved under the bankruptcy, or taken any steps under sect. 153, brought an action against the defendant for the damages sustained, owing to the distraint of his goods: Held, that the claim of the plaintiff was not one provable under sect. 153, and therefore that the defendant's order of discharge was not a bar to the action: (*Johnson v. Skafte*, 20 L. T. Rep. N. S. 909. Q. B.)

EXETER BANKRUPTCY COURT.

(Before Mr. Commissioner ANDREWS.)

Re JOHN WOTTON WILLING.

How to deal with trustees under deeds.

This was an application to His Honour relative to a trust-deed executed by the insolvent several years ago.

Fryer for Messrs. Francis and Baker, of Newton Abbot.

Bishop, of Torquay, appeared for creditors.

It seemed that after the deed of assignment was made the assignor was possessed of a mail cart and a horse, and they were seized by a creditor named Henry Nicholas Carey under a judgment for 21l. 12s., with 3l. 19s. costs. It was perfectly clear that after the deed of assignment all the property vested in the assignee, and this execution-creditor, therefore, would have no right whatever to seize the horse and cart. It was the duty of the trustee under the deed to have seen that Mr. Carey did not get the benefit of his execution against the estate of the assignor. The deed was registered before the execution was issued from the County Court.

Fryer, in answer to His Honour, said the creditors did not dispute the validity of the deed. It was made in the old form. There had been 300l.

paid into court by Mr. Carter, solicitor, Torquay. He said 288l. 7s. was the amount he ought to be paid in as he said he had a set-off for his bill and costs, which, however, had not yet been rendered. The creditors whom he represented thought that as Mr. Carter, or rather the trustee and Mr. Carter together, had had possession of the money for five years and did not feel disposed to invest it, they ought to be charged interest upon the amount, the same as if there had been a creditors' assignee appointed under the Bankruptcy Act.

His HONOUR said the money could not have been paid into the hands of the Accountant-General.

Fryer replied that it should have been paid in somewhere so that it might have been getting interest.

His HONOUR said he did not think he had any power about it.

Fryer said the trustee under the deed being in insolvent circumstances, if the money should get back into his hands it would be a question whether the creditors would get a shilling. At present the money was in the hands of the official assignee, and the creditors were anxious, as far as his Honour's power would allow, that he would order it to be distributed amongst the creditors by the assignee.

His HONOUR said he did not think he had any power to do that. He did not see how the trustee was to get the money out of the hands of the court, having consented to pay it in. Its remaining in the hands of the court could do the creditors no good; but his difficulty was how to deal with it—it was a very awkward question. It seemed to him the other day that Mr. Carter had some object in contending that the case must be treated not altogether as if it were a bankruptcy, and that the trustee should be relieved of any trouble or responsibility about it. But he (the commissioner) did not think that could be so. It was very true that the words were very strong all the way through the clause, as to the court having the same power over the trustee, and over the debtors and creditors, under the deed as he had in bankruptcy; but the end of the clause said that he should determine all questions arising out of the deed according to the law and practice of bankruptcy, so far as they might be applicable. That showed that the two were still distinct and separate. That showed very clearly that he might make those orders as if the estate were administered in bankruptcy, but it also showed clearly to his mind that the estate must still be administered under the trust-deed.

Fryer said it appeared that the trustee was in insolvent circumstances—had the court the power to appoint another?

His HONOUR thought not.

Fryer reminded his Honour that he had made an order for him to hand certain moneys over to the official assignee.

His HONOUR replied that he did that by consent.

Fryer said his Honour had power to remove an assignee in bankruptcy.

His HONOUR replied that he could do that on petition of the creditors, but he did not see why he should do it here, because there was another clause in the Act, which, if he could do it, the creditors themselves could do it. Therefore he certainly should throw it on them. Now there was an application that Mr. Carrick, the official assignee, should distribute these funds. Supposing he did not wish to take on himself that responsibility? In the next place Mr. Fryer wished him to appoint a new trustee. He did not think he had any power to do that, but if he had power to do it under sect. 124, one-fourth in value of the creditors must petition the court, and he could appoint a day for the hearing.

LIVERPOOL BANKRUPTCY COURT.

Thursday, July 29.

(Before Mr. Commissioner THRING.)

Re JONES, GARDOM, AND CO.

Disputed adjudication—Act of bankruptcy.

The fact of a debtor, confessedly insolvent, and in treaty with his creditors for the liquidation of his debts, having absented himself from his office, not necessarily an act of bankruptcy.

This was a disputed adjudication of bankruptcy. The petition for adjudication was filed by Gannock, Bibby, and Co., creditors for 300l. against Jones, Gardom, and Co., rope manufacturers, and the act of bankruptcy upon which the adjudication rested was the fact of the alleged bankrupts having absented themselves from their place of business.

Gill, on behalf of Jones, disputed the sufficiency of this act of bankruptcy, and

R. J. Jones, for the petitioning creditor, appeared in support of its validity.

As is the practice in such cases, Jones was required to re-prove his case *vis à vis*. He thereupon called the petitioning creditor and the witness

who originally deposed to the act of bankruptcy, and their evidence, summarised and divested of extraneous matter, was as follows:—Jones, Gardom, and Co. carried on business as rope manufacturers in Lodge-lane, having an office in Bath-street. They suspended payment on the 25th June last, and had a meeting of their creditors subsequently, at which they attended, but came to no arrangement as to the liquidation of their debts. They afterwards stopped their business at the ropewalk, but kept open the office and entered into negotiations with their creditors with respect to their affairs. About this period the petitioning creditors took steps to enforce their claim, and instructed their attorney to issue a writ and also serve a summons in bankruptcy. The process server engaged, whose evidence was principally relied upon, in proof of the act of bankruptcy, stated that neither at the office nor the ropewalk had he been able to meet with the bankrupt, but had succeeded in serving Jones at a neighbouring office. He was informed by the *employés* of the bankrupts that only on one or two occasions had they been at the office during the previous week, and that the bankrupt Gardom was believed to have gone to Manchester.

Gill cross-examined these witnesses, and afterwards called the alleged bankrupts, who deposed that they had been about as usual, but had not attended at their office with the same punctuality as when their business was being carried on, that they had closed their place of business, namely, the ropewalk, and discharged the men at the express wish of their creditors; that on the day the process-server called Gardom was at Manchester, for the purpose of seeing the Agricultural Show, but his whereabouts was no secret, nor was there any intention on the part of either of them to absent themselves for the purpose of defeating or delaying their creditors. The bankrupts admitted that they were insolvent and unable to carry on business.

His HONOUR, after hearing the arguments of the respective solicitors, said he was of opinion that no act of bankruptcy had been proved. Unquestionably there was abundant proof of insolvency, but the law required something more. The observations of Lord Chancellor Westbury, in *Re Horton*, 32 L. J. 41, Bank., were so applicable to the present case that he could not better express his views than by reading what his Lordship had said. Speaking of a bankrupt who had disputed the adjudication under similar circumstances, he observed "that it was with regret he was compelled to reverse the decision of a learned commissioner, as the person before him was entirely and confessedly insolvent, and it was impossible not to conclude that at a time coeval with the adjudication he was insolvent. The adjudication was most desirable for the creditors, and if the bankrupt had been honestly desirous of a distribution of his property amongst them, he, the Lord Chancellor did not see why he should have been a party to dispute that adjudication. It amounted to something absurd and ridiculous that a man who had confessed that for some time previously he was abundantly (if such an expression might be used), at least grossly, insolvent, should appeal to that court to annul the adjudication; admitting that he was in such a condition as that the only proper proceeding was an adjudication. He was compelled, however, by the state of the law, to consider whether there had been that which the Act of Parliament rendered still requisite, namely, an act of bankruptcy." Now, in the case before the court it was clear that the debtors being hopelessly insolvent ought not to have resisted the proceedings that had been taken for the equal distribution of their property, but having done so they were entitled to insist upon the strictest proof of the requisites to the adjudication. The absention from business, relied upon as the act of bankruptcy, must be shown to be with the intention to defeat or delay creditors, but no such intention could be here inferred. Their business having been stopped, at the instance of creditors, it was not imperative, although their office was open, that they should be in daily attendance. They had attended the meeting of their creditors and were apparently desirous of arranging their affairs. Had the petitioning creditors been opposed to the delay, and wished the estate wound-up in bankruptcy, they might have proceeded by a trader debtor summons, and thus have obtained an act of bankruptcy. He was of opinion that they had mistaken their course of proceeding, and had failed to establish any act of bankruptcy sufficient to support the adjudication. The petition for adjudication of bankruptcy would therefore be dismissed and the adjudication thereunder annulled.

Jones said that as the application was only with respect to one of the debtors, he assumed the adjudication against the other would stand.

His HONOUR said it was true that one party might be dismissed from the proceedings without the validity of the adjudication against the other being affected, yet where it had been shown there was no valid act of bankruptcy proved against

either it would be unadvisable to allow the joint adjudication to stand, and therefore in this case the adjudication would be annulled as to both the debtors.

Gill applied for costs, and submitted that they ought to follow the result of his application.

His HONOUR said he was decidedly of opinion there should be no costs, and on being pressed by Mr. Gill to lay down some principle with regard to such allowances, declined, and said that each case must stand on its own merits, and he should reserve to himself the right to exercise his discretion in each case as to awarding costs.

CORRESPONDENCE OF THE PROFESSION.

[NOTE.—This department of the LAW TIMES being open to free discussion on all professional topics, the Editor is not responsible for any opinions or statements contained in it.]

FRAUDULENT MORTGAGOR.—A fraudulent mortgagor has been this day committed to take her trial at the borough quarter sessions under the following circumstances: The mortgaged premises consisted of two cottages, built upon a piece of waste land, and devised to the prisoner by the will of a relative. No title-deeds existed. Having borrowed money on mortgage of this property to an amount exceeding its real value, the prisoner subsequently executed a *quasi* first mortgage to the prosecutor, to whom and to whose solicitor she persistently denied the existence of any previous incumbrance. The advertisement of the cottages for sale under the true first mortgage revealed the fraud, and criminal proceedings were taken. This is not the first time that this species of fraud has been brought to my notice during the four years I have devoted to the study of the law. About three years since it was discovered that a rogue had executed three or four "first mortgages" of the same cottage and premises, for full value in each instance. Then, as in the present case, the cottage was built on waste land; then, as in the present case, a copy of a will was deposited with each mortgagee. Surely though there is at present no safeguard against frauds of this class, a very simple and efficacious one might be speedily supplied, by the establishment of an office for the compulsory registration of mortgage deeds in all cases in which no title-deeds are handed over to the mortgagee. This registry would, of course, include all second mortgages, which would thereby be rendered a far more safe and certain security than they are at present. Hoping that you may consider this letter worthy of insertion, as the subject is one of interest and importance.

Aug. 10. C. P. S.

FINAL EXAMINATION.—Mr. Wilkinson, of Liverpool, was good enough last week to answer at length an important question in regard to the final examination of the Incorporated Law Society. Can he, or any other of your readers, state what would be a good course of reading on real property law for the second LL.B. examination of the University of London? To an extent the course runs *pari passu* with that for the final, but not wholly. The requirements, under the new regulations, are of a practical character, and such a knowledge of real property law as may be obtained from Mr. Joshua Williams's Introduction is evidently insufficient.

B. X.

CONDITIONS OF SALE.—Lately I attended the sale by public auction of a freehold estate under conditions of sale, and which among others, was "That the highest bidder should be the purchaser, and if dispute should arise between two or more bidders, the estate should be reoffered at the last undisputed bidding." There was also condition bidding for one by the vendor. At the sale there were three bidders, and the reserved bidding by the purchaser was made. The highest bidder was called into another room by the vendor's solicitor, and in a few minutes afterwards he called for the lowest bidder and his solicitor, which was immediately objected to by the second bidder as an irregular preference, and this was all done in the presence of the auctioneer and the parties of the sale. A sale was concluded by private contract with the lowest bidder and his solicitor, the highest bidder having attended and bid as the lowest bidder's agent. Notwithstanding the second bidder's loudly-expressed claim of preference, nothing has since been communicated or explained to him, although of the same Profession as the vendor's solicitor. I leave it to you and your readers for remarks on such conduct.

A READER.

A STRANGE SENTENCE.—The short article which appeared in the LAW TIMES of last week headed "A Strange Sentence," begins with the remark, "We have had too much experience of he injustice with which critics

who were not present at the trial find fault with the sentences of the judges." Will you allow me to say that the criticism contained in that article affords another instance of this injustice. Your criticism is founded on this short statement of the facts of the case, "A gamekeeper had chased two poachers; one of them turned, deliberately took aim at him with a gun he carried, fired, and, when his victim fell, went up to him and discharged the other barrel into his head, killing him instantly." Every one who, like myself, was present at the trial, knows that this version of the facts as given in evidence is incorrect. The true version of the case is as follows: A gamekeeper and gardener had chased two poachers a distance of two miles, being about a mile and three-quarters beyond the boundary of the land. At this time the keeper being, according to his own evidence about 260 yards behind the gardener, and out of sight of him, heard what he described as a "crack," followed by an exclamation of the gardener's. He ran on another 160 yards, and then saw the deceased, who was on the other side of a hedge, distant about 100 yards from the keeper, running back past a gate in the hedge, and at the same moment he saw one of the poachers fire from a short distance, and saw the deceased fall. The poachers then made off. Great stress was laid by the judge on the fact that there were marks of a struggle at the spot described near the gate. The deceased carried a life-preserver and a loaded stick. Two gunshot wounds were found in his body, and there was no evidence except the above as to how, or when, or by which of the poachers the first wound was inflicted. Whatever may have been the opinion in court as to the lightness of the sentence, which I confess took me very much by surprise, still I am sure you will admit that it is unfair to allow an inaccurate statement of the facts, which has been made the basis of hostile criticism, to remain uncontradicted.

HENRY F. POOLEY.
Devereux Chambers, Temple. Aug. 7.

EFFECT OF A RETAINER.—I beg to submit the following statement of facts, with a view to discussion in your columns upon the question, What is the precise legitimate effect of a retainer? A., himself a barrister, having occasion to bring an action, consulted with his solicitor immediately on the issue of the writ, as to what leading counsel should be retained. Two were suggested, and that both might be retained without necessarily giving a brief to more than one, the contention being that a retaining fee secures only the right to claim the services of the counsel receiving it if required, and that it is not necessary to decide before trial whether a brief shall follow the retainer or not, unless a retainer being offered to the same counsel by the other side, the fact be notified to the prior claimant, who must then make his election, either to relinquish his right, or to be bound in honour to deliver a brief on the trial. B. and C. were retained accordingly, but before trial it was decided, for reasons which need not be referred to, to brief B. only with a junior. It has never been alleged that C. was offered a retainer by the other side. Having appointed a consultation with B., the solicitor, on arrival thereof, was met by C.'s clerk, complaining that C. had not received a brief, to which it was insisted that he was entitled from the mere fact of having been retained. The right was disputed; during the discussion outside, C. obtained an interview with B. within; and immediately afterwards B.'s clerk intimated that no consultation could be had with B. until C. was satisfied. Under this compulsion a brief and fees, including consultation fee, was delivered to C., and the consultation fixed for the following morning. C. did not attend this consultation, and B. then advised, as he was doubtless prepared to do the previous day, that the question at issue in the action should be settled by arbitration, which was acceded to, so that the services of neither B. nor C. were further required. Upon this state of facts the questions arise:—1. Is it necessary to give a brief because a retainer has been given, whether services be required or not, and whether a brief has been refused for the other side or not? 2. Or is the effect of a retainer, as contended above, limited to a right to claim services if required; so that in case a brief be offered by the other side, the first retaining party may elect to secure such services, when of course a brief must follow? 3. Is a counsel who has been paid his fees in advance justified in declining his services until another, who may rightly or wrongly consider himself ill-treated, is satisfied? If not, is C. justified in receiving fees forced into his pocket by the wrongful act of B., set in motion by himself? 4. When briefs with fees have been delivered on behalf of a member of the Profession, and the case goes off without trial, is it honourable to retain the fees so paid without service? A.

P.S.—A copy of the above statement has been submitted to C., who, in acknowledging its receipt has taken no exception to its accuracy.

A PUBLIC PROSECUTOR.—The scheme which you extract from the *Pall Mall* in the last LAW TIMES, seems at once simple, easy, and practically efficient. The power to employ local solicitors should be one exercised in rotation, and all the solicitors of reputation, and possibly of a certain standing, should be placed on the Public Prosecutors' local lists. It would be very unfair and dangerous to the scheme to let any individual solicitors monopolise the business, and possibly the selection might be narrowed and rendered easier by (1) fixing a minimum standing; (2), the voluntary withdrawal from the lists of such men as do not care for criminal business, and the clerks to the justices. Of course crimes might be divided into two classes (1), those to which the public prosecutor should be bound (the evidence being sufficient) to take action; (2), those as to which he should not be so bound, but might institute a prosecution under special circumstances, as a rule, however, leaving the matter to private persons.

W. R.
Ringwood, 11th Aug.

COUNTY COURTS—DELAY.—My own experience allows me to confirm "Clifford's" remarks. Where a court is held only once in two months, one often sighs for the efficacy of the former process, the writ and judgment in default. It is a pity the powers of the 2nd section of the County Courts Act 1867 are not applied to all actions of contract and extended to all besides wholesale traders, the minimum of 20l. by the 28th section County Courts Act 1856 being removed. No hardship could ensue where there was a defence, and where no defence the registrar should be given a power to order judgment to be signed for instalments, with appeal to judge.

W. R.
Ringwood, Aug. 11.

THE WINE AND BEERHOUSE ACT 1869.—Sect. 7 defines the form of notice to be given to obtain a certificate under this Act. Sect. 8 then goes on to enact that "all the provisions of the said Act of the ninth year of the reign of King George the Fourth as to the terms upon which, and the manner in which, and the persons by whom grants of licences are to be made by the justices at the said general annual licensing meeting, and as to appeal from any act of any justice shall, so far as may be, have effect with regard to grants of certificates under this Act, subject, &c." I should be much obliged if some of the numerous readers of this valuable paper would give their opinion as to the effect of the above extracted portion of the said 8th section, whether it is necessary that the form of notice under "The Wine and Beerhouse Act 1869" should comprise as well the provisions of the said Act of the 9 Geo. 4, in respect to the form of the notice to be given under that Act, as also the provisions of sect. 7, of the Wine and Beerhouse Act 1869; or whether, if a notice complying simply with the provisions of sect. 7 of the latter Act would be sufficient? I should also like their opinion as to the meaning and effect of the words "shall, so far as may be," mentioned in the said 8th section, and whether the 8th section applies only to "grants of certificates under this Act," and not to the form of notice?

AN OLD SUBSCRIBER.

NOTES AND QUERIES ON POINTS OF PRACTICE.

[N.B.—None are inserted unless the name and address of the writers are sent, not necessarily for publication, but as a guarantee for *bona fides*.]

Queries.

66. **INTESTATE.**—A person dies a widower and intestate and possessed of six leasehold houses. He leaves a son and a daughter, the latter of whom is married. The son takes out letters of administration, and subsequently enters into a written agreement with his sister and her husband, whereby it is agreed that he shall possess three of the houses and she the other three, and they have accordingly been in possession ever since. I should be obliged by one of your numerous readers informing me whether an assignment to his sister of the three houses ought to be executed by the administrator in order to perfect title, and if so, where to find a precedent.

X. Z.

Answers.

(Q. 64.) **COPYHOLDS—SALE OF.**—B. may exercise her power of appointment in fee, and give a good title to a purchaser, for she has, by the devise of A., a life estate and a general power of appointment. It is clear, therefore, that she has only to surrender her life interest (in which her husband will join), and exercise her power of appointment to the use of the purchaser, who will, after payment of the fines, be admitted to the fee. The husband joins because he has acquired an interest in the life estate of the wife, but it is not necessary that he should have been admitted, as he takes *jure alieno*. Vide *Sm. Comp.*, 3rd edit., p. 86, et seq.

W. P.

—B. with the concurrence of her husband can make a title to the fee: as to the life estate by virtue of her

ownership, as to the remainder by virtue of the power. The lord is bound to admit at once to the fee. The pre-existing partial ownerships will become consolidated in the person of the purchaser, and the lord will have no right to treat them any longer as subsisting separately. In the analogous case of a conveyance by several tenants in common to a purchaser of the entirety, it is settled that only a single fine is payable. *Garland v. Jekyll*, 2 Bing. 273; *Holloway v. Berkeley*, 6 Barn. & Cres. 2.

(Q. 63.) **TRESPASS TO A MARE.**—In my opinion no action will lie against the owner of the entire horse in the case put, if the fence, separating the fields, belonged to the owner of the mare, and who ought to have seen that it was sufficient for the safety of his property. If a man may keep a bull, &c., in a field, it is most probable that he may keep an entire horse, with ordinary fence protection.

—No action will lie. How can turning out an entire horse to pasture be in itself an actionable wrong? The owner of the horse but of the mare is liable for its trespass on the neighbour's field. It is the duty of the landowner to keep his own cattle in his own close. In the absence of special agreement or prescription, he is not obliged to fence against his neighbour's cattle.

(Q. 62.) **BANKRUPTCY—SALARY IN LIEU OF NOTICE.**—P's claim is for damages for a dismissal without notice. The master cannot in respect of such claim be held to have been indebted to him at the filing of the petition, in respect of salary within sect. 168 of the Bankruptcy Law Consolidation Act 1849, on which section any preferential claim must be founded. If the two months' wages were stipulated damages in lieu of notice, P's claim would be provable. If the contract only was that two months' notice should be given, the damages must for the purpose of proof be assessed under sect. 153 of the Bankruptcy Act 1861. P. must remember that bankruptcy *per se* does not dissolve a contract of hiring and service, *Thomas v. Williams*, 1 Ad. & El. 685. Bankruptcy coupled with the fact that no service was or could be rendered, would probably be evidence of a rescission of the contract, so far as future wages and services were concerned. Whether a termination of service under such circumstances can be deemed a dismissal entitling P. to damages under the contract may fairly be doubted.

LAW SOCIETIES.

YORKSHIRE LAW SOCIETY.

At a general meeting, held at the Royal Station Hotel, York, on Saturday, the 31st July 1869, John James Paul Moody, Esq., president, in the chair, the following gentlemen were duly admitted members of the society:—Mr. Henry Dallin Richardson, York; Mr. George Bradley, Castleford; Mr. James Donner, Scarborough; Mr. John Leek, Hull; Mr. Meek Dyson, Thorp Arch; Mr. George Taylor, Scarborough; Mr. William Palmer Husband, York.

The report of the committee noticed the various matters of interest to the Profession, legislative and otherwise, and this report was adopted.

THE GAZETTES.

Professional Partnerships Dissolved.

Gazette, July 30.

BRITAN, HENRY, sen., and BRITAN, HENRY, jun., attorneys and solicitors, Bristol. July 1. Debts by H. Britan, sen.

PARKER, HENRY, sen.; ROOKE, THOMAS JAMES; PARKER, HENRY, jun.; PARKER, FREDERICK SEARLE; and PARKER, WILLIAM SEARLE, attorneys and solicitors, Bedford-row. Regard to H. Parker, sen. June 24.

Bankrupts.

Gazette, Aug. 6.

To surrender at the Bankrupts' Court, Basinghall-street.

ANTH, WILLIAM, journeyman poulterer, Motcombe-st., Belgrave. Pet. Aug. 3. Reg. Brougham. O. A. Paget. Sol. Biddle, South-sq., Gray's-inn. Sur. Aug. 24.

ATHEY, JOSEPH, ivory turner, Barnsbury-rd., Islington. Pet. Aug. 2. O. A. Paget. Sols. Parker and Co., Bedford-row. Sur. Aug. 20.

BEKTON, ARTHUR, warehouseman, Gray's-inn-rd. Pet. Aug. 2. O. A. Paget. Sols. Dalton and Co., St. Clement's-house, St. O. A. Paget. Sur. Aug. 20.

BEAL, ALFRED, builder, Appleford-rd., Upper Westbourne-pk. Pet. July 22. O. A. Paget. Sol. Butterfield, Carey-ls., General Post-office. Sur. Aug. 18.

CHATTERTON, SETH, builder, Brighton. Pet. July 30. O. A. Paget. Sol. Hamilton, Great James-st., Bedford-row. Sur. Aug. 12.

CHOLLEBOURNE, GEORGE THOMAS, cheesemonger, Grafton-st. Sol. Pet. Aug. 2. O. A. Paget. Sol. Drake, Basinghall-st. Sur. Aug. 20.

COOK, THURSTAN, clerk, Lymington-st., West Brompton. Pet. Aug. 1. Reg. Murray. O. A. Parkyns. Sol. Davis, Golden-sq., Regent-st. Sur. Aug. 24.

CRAWFELL, JOHN, master mariner, Leytonstone. Pet. July 3. O. A. Paget. Sol. Board, Basinghall-st. Sur. Aug. 20.

DRENNAN, CHARLES FREDERICK, innkeeper, Bellevue-pl., Upper Clapton. Pet. Aug. 2. O. A. Paget. Sol. Godfrey, South-sq., Gray's-inn. Sur. Aug. 19.

FLECKING, CHARLES WILLIAM, tailor, Salisbury. Pet. July 1. O. A. Paget. Sol. Taylor, Great James-st., Bedford-row. Sur. Aug. 12.

GARNEY, CHARLES, farmer, Slough. Pet. Aug. 3. O. A. Paget. Sols. Lewis and Lewis, Ryce-st., Sur. Aug. 20.

CHANDLER, HENRY GEORGE, beer-shop keeper, Wornley. Pet. Aug. 4. O. A. Paget. Sol. Marshall, Lincoln's-inn-fields. Sur. Aug. 12.

GUTH, JOHN, patent axle maker, Farm-st., Berkeley-sq. Pet. July 22. O. A. Paget. Sols. Lewis, Munns, and Co., Old Jewry. Sur. Aug. 20.

GOVER, HARRY, carpenter, Chapel rd., Lower Norwood. Pet. July 21. O. A. Paget. Sol. Jenkins, Tavistock-st., Covent-garden. Sur. Aug. 19.

GRANAM, HENRY ROBERT BUCHANAN, baker, Junction-rd., Upper Holloway. Pet. Aug. 2. O. A. Paget. Sol. Bryant, Winchester-sq., Old Broad-st. Sur. Aug. 19.

HALL, SOLOMON, picture frame maker, Church-ls., Whitechapel. Pet. Aug. 2. O. A. Paget. Sol. de Medina, Primrose-st., Bishopsgate. Sur. Aug. 20.

ROBSON, RUSSELL, postmaster, Peterborough. Pet. Aug. 2. O. A. Paget. Sols. Roscoe and Hincks, King-st., Finsbury-sq.; and Deacon, Peterborough. Sur. Aug. 19.

INGRAM, HENRY BROWN, dissenting minister, Portland-ter, Regent's-pk. Pet. Aug. 2. O. A. Paget. Sols. Minet and Co., New Broad-st. Sur. Aug. 19.

KING, JAMES, carman, Thornton-heath. Pet. Aug. 4. O. A. Paget. Sol. Cooke, Gresham-bldgs, Basinghall-st. Sur. Aug. 24.

KITLEY, GEORGE, machinist in the royal arsenal, Woolwich, Plumstead. Pet. July 31. O. A. Paget. Sol. Buchanan, Basinghall-st. Sur. Aug. 19.

KNIGHT, JONATHAN, whitesmith, Paddington-green. Pet. July 31. O. A. Paget. Sol. Buchanan, Basinghall-st. Sur. Aug. 19.

LEA, ROBERT JAMES, cheesemonger, Tavistock-ct., Covent-gdn. Pet. July 31. Reg. Brougham. O. A. Paget. Sol. Gostley, Bow-st., Covent-gdn. Sur. Aug. 19.

MABERLY, THOMAS HENRY, late attorney, Colchester. Pet. Aug. 2. O. A. Paget. Sols. Paterson and Co., Chancery-ls., and White, Colchester. Sur. Aug. 19.

MENGELS, GEORGE, carver, City-rd. Pet. Aug. 3. O. A. Paget. Sol. Angell, Guildhall-yd. Sur. Aug. 20.

MUSGROVE, JOHN, butcher, Bridport-pl., Hoxton. Pet. Aug. 3. Reg. Brougham. O. A. Paget. Sol. Biddle, South-sq., Gray's-inn. Sur. Aug. 24.

NORRIS, JOHN, cabinetmaker, Wolvery-st., Bethnal-green-rd. Pet. Aug. 3. O. A. Paget. Sol. Abbott, Worship-st. Sur. Aug. 20.

PEARSON, CHARLES, out of business, Union-rd., New Wandsworth, Pet. Aug. 3. Reg. Murray. O. A. Parkyns. Sol. Green, Cannon-st. Sur. Aug. 20.

PETLEY, GEORGE, general shopkeeper, Sylvanus-rd., Holloway. Pet. Aug. 3. O. A. Paget. Sol. Edwards, Bush-ls., Cannon-st. Sur. Aug. 20.

PETHOCHING, PANDIER ALEXANDER, out of business, Victoria Station Hotel, Walton-rd. Pet. Aug. 4. O. A. Paget. Sol. Sydney, Golden-sq. Sur. Aug. 24.

PINDER, DAVID, coffee importer, High-st., Southwark. Pet. July 23. O. A. Paget. Sols. Holmes and Holmes, Finsbury-pl. south. Sur. Aug. 18.

PRALL, GEORGE NICHOLS, innkeeper, Hastings. Pet. July 31. O. A. Paget. Sol. Philbrick, Hastings. Sur. Aug. 19.

SANDERSON, GEORGE JACOB, baker, Woolwich. Pet. Aug. 4. O. A. Paget. Sols. Hilliers and Tunstall, Fenchurch-bldgs. Sur. Aug. 20.

SHARRATT, EDWARD, victualler, Great Carter-ls., Doctor's-commons. Pet. Aug. 2. O. A. Paget. Sols. Smith, Fawdon, and Co., Broad-st. Sur. Aug. 19.

SMITH, BENJAMIN, carpenter, Enfield. Pet. Aug. 2. O. A. Paget. Sols. Chippell and Co., Trinity-st., Southwark. Sur. Aug. 20.

SMITH, EDWIN, hairdresser, Leybourne-rd., Chalk Farm-rd. Pet. Aug. 3. O. A. Paget. Sol. Johnson, St. Martin's-ct., St. Martin's-ls. Sur. Aug. 20.

SMITH, JAMES HENSLIP, coal porter, Cotton-st., Limehouse. Pet. Aug. 2. O. A. Paget. Sol. Layton, jun., Navarino-cottage, Bow-rd. Sur. Aug. 19.

STANBRIDGE, CHARLES, commission agent, Malda-valle, Kilburn. Pet. Aug. 3. Reg. Murray. O. A. Parkyns. Sol. Doble, Gresham-bldgs. Sur. Aug. 20.

TAYLOR, ALFRED, miller, Herne Bay. Pet. Aug. 3. O. A. Paget. Sol. Minter, Dover. Sur. Aug. 24.

THOMAS, EUGENE PIERRE CHARLES, out of employment, Blackfriars-rd. Pet. July 31. O. A. Paget. Sols. Holland, Great Knight-st., Doctors-commons, and White, Northampton. Sur. Aug. 19.

THOMPSON, ROBERT, grocer, Wellington-st., Newington-causeway. Pet. July 30. O. A. Paget. Sol. Buchanan, Basinghall-st. Sur. Aug. 19.

TOMLIN, JOHN, corn dealer, Fountain-wharf, Bermondsey-wall; Oxford-st.; and White Horse-ls. Pet. July 27. O. A. Paget. Sol. Towne, Bow-st. Sur. Aug. 20.

VOYLES, HENRY EDMUND, late attorney, Kilburn-pk-rd. Pet. July 21. O. A. Paget. Sol. Peverley, Gresham-bldgs, Basinghall-st. Sur. Aug. 20.

WOOD, FREDERICK CHARLES, ship broker, Plumstead, and Clements-ls., Lombard-st. Pet. July 23. O. A. Paget. Sol. Buchanan, Basinghall-st. Sur. Aug. 18.

To surrender in the Country.

ACLAND, JOHN, out of business, Timesbury. Pet. July 29. Reg. & O. A. Harley and Gibbs. Sur. Aug. 25.

ARMSTRONG, JOHN, innkeeper, Canby. Pet. Aug. 4. Reg. & O. A. Halton. Sol. Wannop, Canby. Sur. Aug. 25.

ATKINS, GEORGE, out of business, Great Yarmouth. Pet. Aug. 4. Reg. & O. A. Chamberlin. Sol. Cufaude, Great Yarmouth. Sur. Aug. 25.

BINGHAM, HENRY GEORGE, out of business, Dover. Pet. Aug. 2. Reg. & O. A. Greenhow. Sol. Fox, Dover. Sur. Aug. 21.

BLAND, WILLIAM, farmer, Addingham. Pet. Aug. 2. O. A. Young. Sols. Siddall, Otley; and Bond and Barwick, Leeds. Sur. Aug. 16.

BRIGHT, WILLIAM HENRY, blacksmith, Plymouth. Pet. July 30. Reg. & O. A. Pearce. Sols. Messrs. Edmonds, Plymouth. Sur. Aug. 18.

BRIDGER, GEORGE, lace commission agent, Nottingham. Pet. Aug. 3. Reg. Tudor. O. A. Harris. Sol. Belk, Nottingham. Sur. Aug. 17.

BULLIMORE, ROBERT, silk dyer, Nottingham. Pet. Aug. 3. Reg. Tudor. O. A. Harris. Sol. Cann, Nottingham. Sur. Aug. 17.

CHADBURN, THOMAS, out of business, Blackburn. Pet. Aug. 2. Reg. & O. A. Bolton. Sols. Messrs. Radcliffe, Blackburn. Sur. Aug. 25.

COSTER, BENJAMIN, dealer in timber, Birmingham. Pet. July 23. Reg. Tudor. O. A. Kinnear. Sols. Hodgson, Birmingham. Sur. Aug. 20.

DUBOIS, SAMUEL, silk merchant, Nottingham. Pet. Aug. 3. Reg. Tudor. O. A. Harris. Sol. Gresham-bldgs, Basinghall-st. Sur. Aug. 20.

FIRTH, DAVID, greengrocer, Rochdale. Pet. Aug. 3. Reg. Fardell. O. A. McNeill. Sols. Messrs. Roberts, Rochdale. Sur. Aug. 17.

GAUKROGER, JOHN, cotton yarn agent, Huddersfield. Pet. Aug. 3. O. A. Young. Sols. Mills, Huddersfield; and Bond and Barwick, Leeds. Sur. Aug. 16.

GRAY, THOMAS, mechanic, Barrowford. Pet. July 31. Reg. & O. A. Carr. Sols. Backhouse and Whittam, Burnley. Sur. Aug. 11.

GUYMER, WILLIAM, jun., hardwareman, North Shields. Pet. Aug. 4. Reg. Gibson. O. A. Laidman. Sol. Johnston, Newcastle. Sur. Aug. 18.

HALSTED, RICHARD, wire drawer, Halifax. Pet. Aug. 2. Reg. & O. A. Dyson. Sol. Storey, Halifax. Sur. Aug. 20.

HOLE, WILLIAM, grocer, Whittington. Pet. Aug. 3. O. A. Young. Sols. Bucker, Sheffield. Sur. Aug. 18.

HUMPHREYS, JOHN, joiner, Fwyldge, in Wrexham. Pet. Aug. 2. Reg. & O. Reid. Sol. Humphreys, Wrexham. Sur. Aug. 23.

JACKSON, EMILY JANE, widow, Dover. Pet. Aug. 4. Reg. Wilde. O. A. Acraman. Sols. Harvey, Old Jewry; and Press and Inskip, Bristol. Sur. Aug. 18.

KIRKLAND, GEORGE, baker, Derby. Pet. Aug. 3. Reg. Tudor. O. A. Harris. Sols. Gamble and Cooke, Derby. Sur. Aug. 17.

LACEY, ROBERT, grocer, Loughborough. Pet. Aug. 4. Reg. & O. A. Brock. Sol. Gies, Loughborough. Sur. Aug. 21.

LAMBOURN, SAMUEL, retailer of beer, Appleton. Pet. July 31. Reg. & O. A. Sedgewick. Sol. Thompson, Oxford. Sur. Aug. 10.

LEACH, WILLIAM THOMAS, corn miller's assistant, Bradford. Pet. Aug. 3. Reg. & O. A. Robinson. Sol. Hargreaves, Bradford. Sur. Aug. 20.

McKEE, JOHN, grocer, Gloucester. Pet. Aug. 2. Reg. & O. A. Wilton. Sol. Cooke, Gloucester. Sur. Aug. 21.

MORRIS, THOMAS, journeyman gardener, Gloucester. Pet. July 31. Reg. & O. A. Harley and Gibbs. Sur. Aug. 25.

NAYLOR, JOHN, labourer, Gooles. Pet. July 23. Reg. & O. A. Wilson. Sol. Chester, Hull. Sur. Aug. 18.

NOCK, JOHN, hay dealer, Broseley. Pet. July 31. Sol. Walker, Wellington. Sur. Sept. 22.

PAXTON, ANDREW, cabinet maker, Gateshead. Pet. July 23. Reg. & O. A. Laidman. Sols. Hoyle, Shipley, and Hoyle, Newcastle. Sur. Aug. 18.

PILLING, JOSEPH, cotton spinner, Haslingden Grane. Pet. Aug. 4. Reg. Fardell. O. A. McNeill. Sols. Storor, Manchester; and Messrs. Woodcock, Haslingden. Sur. Aug. 17.

PIERCE, WILLIAM HARPER, out of employment, Spiddalstone. Pet. July 30. Reg. & O. A. Pearce. Sols. Messrs. Edmonds, Plymouth. Sur. Aug. 18.

REYNOLDS, SAMUEL, moulder, Kingswinford. Pet. Aug. 3. Reg. & O. A. Howard. Sol. Lower, Dudley. Sur. Aug. 18.

ROBINSON, WILLIAM, brewer, Abingdon. Pet. Aug. 4. Reg. Fardell. O. A. McNeill. Sol. Milne, Manchester. Sur. Aug. 21.

ROGERS, JOHN, blacksmith, Pembroke Dock. Pet. Aug. 3. Reg. & O. A. Lanning. Sol. Lanning, Pembroke Dock. Sur. Aug. 21.

SHARDLOW, WILLIAM, labourer at gas works, Derby. Pet. Aug. 3. Reg. & O. A. Weller. Sol. Smith, Derby. Sur. Aug. 18.

SHRUBSOLE, JOSEPH JAMES, accountant, Sheffield. Pet. Aug. 4. O. A. Young. Sols. Messrs. Dranson, Sheffield. Sur. Aug. 18.

SIMPSON, JOSEPH FREDERICK, fancy box manufacturer, Long-sight. Pet. Aug. 3. Reg. Fardell. O. A. McNeill. Sol. Minor, Manchester. Sur. Aug. 18.

SMITH, JOHN, wheelwright, Bentley-with-Arky, near Doncaster. Pet. Aug. 3. Reg. & O. A. Shirley. Sol. Woodhead, Doncaster. Sur. Aug. 20.

STABLES, KIRK, out of business, Leeds. Pet. Aug. 3. Reg. & O. A. Marshall. Sol. Harle, Leeds. Sur. Aug. 16.

TAYLOR, WILLIAM EDWARD, cotton spinner (trading as Felix Leach, and Co.), Enfield Mills, near Accrington. Pet. Aug. 3. Reg. Fardell. O. A. McNeill. Sols. Sale, Shipman, Seddon, and Sale, Manchester. Sur. Aug. 18.

TELLING, JOHN, blacksmith, Swindon. Pet. July 31. Reg. & O. A. Townsend. Sols. Messrs. Lovett, Orickdale. Sur. Aug. 14.

TOWKLEY, RICHARD, out of business, Bristol. Pet. Aug. 4. Reg. & O. A. Harley and Gibbs. Sol. Tucker. Sur. Aug. 25.

TURNER, WILLIAM, woollen carder, Tonacliffe. Pet. Aug. 2. Reg. Fardell. O. A. McNeill. Sol. Sandring, Rochdale. Sur. Aug. 17.

WALKER, THOMAS, commercial traveller, Fortinacale. Pet. Aug. 3. Reg. Gibson. O. A. Laidman. Sols. Messrs. Watson, Newcastle. Sur. Aug. 18.

WATSON, ISAAC, bootmaker, Bradford and Thornbury. Pet. Aug. 3. Reg. & O. A. Robinson. Sol. Hargreaves, Bradford. Sur. Aug. 20.

WELSH, TIMOTHY, and WELSH, WILLIAM, millers, Alston. Pet. Aug. 3. Reg. & O. A. Dickinson. Sol. Pattinson, Halthwaite. Sur. Aug. 18.

WESTON, JOHN, grocer, Sutton Coldfield. Pet. Aug. 2. Reg. & O. A. Guest. Sol. Rowlands, Birmingham. Sur. Aug. 27.

WILLIAMS, EDWARD, sailmaker, Carnarvon. Pet. Aug. 3. O. A. Turner. Sols. Evans and Lockett, Liverpool; agents for Williams, Carnarvon. Sur. Aug. 17.

WOOD, RAMOND, schoolmaster, Newcastle. Pet. Aug. 3. Reg. Gibson. Sol. Barr, Newcastle. Sur. Aug. 18.

WORTH, JOHN, card maker (trading as Worth, Shore, and Co.) Rochdale. Pet. Aug. 2. Reg. Fardell. O. A. McNeill. Sol. Lawton, Manchester. Sur. Aug. 17.

Gazette, Aug. 10.

To surrender at the Bankrupts' Court, Basinghall-street.

ALDRID, HENRY, contractor, West Ham. Pet. Aug. 6. Reg. Brougham. O. A. Paget. Sol. Hicks, Francis-ter, Hackney-wick. Sur. Aug. 20.

BECKWITH, CHARLES HENRY, linen draper, Chelmsford. Pet. Aug. 5. O. A. Paget. Sol. Brown, Basinghall-st. Sur. Aug. 25.

CHADWICK, FREDERICK, surveyor to the Epsom Board of Health, Epsom, and Croydon. Pet. July 26. O. A. Paget. Sol. Norton, Trinity-st., Southwark. Sur. Aug. 25.

CHIFFER, GEORGE, out of business, Gladstone-ter, Bayswater. Pet. Aug. 3. Reg. Brougham. O. A. Paget. Sol. Biddle, South-sq., Gray's-inn. Sur. Aug. 25.

CHUDHRI, NICHOLAS MAJOR, tea dealer, Exmouth-ct., Clerkenwell. Pet. Aug. 8. O. A. Paget. Sol. Ricketts, Frederick-st., Gray's-inn-rd. Sur. Aug. 20.

DALE, JOHN, warehouseman's clerk, St. John's-wood-ter, St. John's Wood. Pet. Aug. 3. Reg. Brougham. O. A. Paget. Sols. Allen and Co., Old Jewry. Sur. Aug. 24.

DAVE, EPHRAIM, blacksmith, Great Mitchell-st., St. Luke's. Pet. Aug. 7. O. A. Paget. Sol. Oldershaw, King's Arms-yard. Sur. Aug. 26.

DIEPENHEIM, JOSEPH VAN, out of business, Limerston-st., Chelsea. Pet. Aug. 7. O. A. Paget. Sol. Nind, Basinghall-st. Sur. Aug. 27.

DILLIMORE, JOHN, out of business, Lorrimer-sq., Walworth. Pet. Aug. 5. Reg. Murray. O. A. Parkyns. Sol. Cooke, Gresham-bldgs, Basinghall-st. Sur. Aug. 25.

DUNCOMBE, HENRY, job master, Stag Livery-yd., and Violet-hill, St. John's-wood. Pet. Aug. 4. O. A. Paget. Sols. Allen and Colley, Old Jewry. Sur. Aug. 24.

EDWARDS, WILLIAM, cab driver, Grafton-st., Mile End. Pet. Aug. 6. Reg. Brougham. O. A. Paget. Sol. Biddle, South-sq., Gray's-inn. Sur. Aug. 25.

ELIAS, ROBERT, shoe manufacturer, Stanhope-st., Euston-rd. Pet. Aug. 7. O. A. Paget. Sol. Podmore, Union-ct., Old Broad-st. Sur. Aug. 26.

FIRMAN, JOHN, out of business, Albert-rd., Peckham. Pet. Aug. 7. O. A. Paget. Sol. Jones, New-inn, Strand. Sur. Aug. 26.

GROVER, J. H. K., cab proprietor, Loughborough-st., Upper Kenning-ton-ls. Pet. Aug. 2. O. A. Paget. Sol. Nash, Arlington-st., New North-rd., N. Sur. Aug. 20.

HAMILTON, HANS JAMES, copying clerk in the county court registry office, Lambourne-rd., Clapham. Pet. Aug. 7. O. A. Paget. Sol. Turner, Old Broad-st. Sur. Aug. 26.

HANDS, JAMES, beerhouse keeper, Kingsdown-pl., Bishopsgate. Pet. Aug. 4. Reg. Pepps. O. A. Graham. Sol. Cooke, Gresham-bldgs, Basinghall-st. Sur. Aug. 24.

HARRIS, J. D., and HAZARD, JOHN LEWIS, printers, Islington-green. Pet. Aug. 6. O. A. Paget. Sol. Morris, Jernyn-st., St. James's. Sur. Aug. 25.

HEDGER, GEORGE FREDERICK, wine merchant, Commerce-rd., Tottenham. Pet. Aug. 6. O. A. Paget. Sol. Boydell, South-sq., Gray's-inn. Sur. Aug. 25.

HETTERLEY, GEORGE, baker, Chatham. Pet. Aug. 7. Reg. Brougham. O. A. Paget. Sol. Biddle, South-sq., Gray's-inn. Sur. Aug. 25.

LEMAN, JOSEPH, tailor, Brewer-st., Golden-sq. Pet. Aug. 3. O. A. Paget. Sol. Biddle, South-sq., Gray's-inn. Sur. Aug. 25.

LINCKER, EDWARD, Bohemian glass importer, Tower Royal, Cannon-st. Pet. Aug. 4. O. A. Paget. Sol. Rosher, Martin's-ls., Cannon-st. Sur. Aug. 24.

NEAVE, JOHN, out of business, Bermondsey-st., Bermondsey. Pet. Aug. 8. Reg. Pepps. O. A. Graham. Sol. Hope, Ely-pl., Holborn. Sur. Aug. 25.

PAGE, WILLIAM WINTER, licensed victualler, Guildford

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ference. And greater still will be the effect upon the Bar. Local courts will require local Bars. It may be, that the central court of each department will be presided over by a Judge from London, and attended by a Bar fresh from the Temple; but there will be nothing in the nature of a circuit, by which the same Bar will be enabled to attend three or four departmental courts. So in the metropolis. The local courts will have their own Bars. The appeal courts will be attended by counsel, who will make it their exclusive business, and properly so, for their sole work will be argument, for which the lucid and logical mind will be in demand, and not the very different faculties required in an advocate.

This ultimate organisation, to which we are certainly tending, and which, indeed, is even now in progress, should be kept steadily in view by young barristers, and they should prepare for it by resolving as soon as possible what course they will adopt should the exigency arrive. The men who earliest establish themselves in good local centres will secure the cream of the new business when it comes. If they determine to devote themselves to advocacy, let them educate accordingly. If they contemplate practice in the appeal courts, they cannot too soon enter upon the course of hard study which will be essential to success before a tribunal that will entertain questions of law in all its branches and in every form.

THE NEW BANKRUPTCY ACT.

THE main features of the new law are the abolition of the present Courts of Bankruptcy, the establishment of a new London Court of Bankruptcy, presided over by a Chief Judge, the transfer of the business of the district courts to the County Courts, and the abrogation of the powers of debtors to make themselves bankrupts. An important provision is also introduced which we take to ourselves the credit of having suggested, namely, the legalising of solicitors being appointed to the office of trustees in bankruptcy with liberty to contract for a certain sum by way of per centage or otherwise to discharge all the professional and other business necessary in the administration of estates. This wholesome change in the law will much reduce the costs of liquidation, and the creditors will be themselves alone to blame if they allow their debtor's estate to be mulcted of the enormous charges of the accountants. Deeds of assignment and composition are no longer necessary, but a resolution of creditors assenting to the debtor's proposed arrangement of his affairs, duly registered in the various courts, having jurisdiction, where the debtor resides or carries on business, is to be conclusive evidence of the debtor's release from his liabilities. This facility for arrangements with creditors, will not, however, be open to the abuses of the present system, for a debtor cannot, as now, under the threat of bankruptcy, force his creditors to accept any composition he may offer. A petition in bankruptcy will be the prerogative of the creditor and not of the debtor; and, therefore, a fair composition may always be insisted upon, or otherwise, the alternative of bankruptcy may be held *in terrorem* over the debtor. In bankruptcy the debtor will be bound to pay 10s. in the pound, unless his creditors by a resolution declare that the insolvency has arisen from unavoidable misfortune, and that they are desirous their debtor should be discharged. A wide net has been spread to take in all possible cases of fraud upon creditors, and the court of quarter sessions will have jurisdiction for the trial of such offences. On the whole, we think the result of the operation of the new law may be looked to hopefully as it is founded upon the right principle—the protection of the interests of creditors.

SCARCITY OF PRISONERS.

THE public is very apt to congratulate itself upon a decrease of crime, when the truth is that the only appreciable fact is a decrease of the number of prisoners. And the decrease in the number of prisoners is owing to reluctance to incur the expense of prosecution. This is illustrated very forcibly by a letter which we append:—

TO THE EDITOR OF THE "LAW TIMES."

Sir,—I read a few days since the charge of one of our judges, in which he speaks of the few prisoners there were for trial. If the question was asked, How is this? I should answer—the small-

ness of the sum which a prosecutor and his witnesses are allowed for attendance, &c. I was one of several professional gentlemen who gave evidence (not professional), in a case not long since, and was allowed 3s. 6d. per day for five days. I then made up my mind to avoid a repetition. This morning I discovered a servant of mine had been stealing several things, and if I were to let the police know, I should subject my wife and myself to the annoyance of being out three or four days, a drilling in the witness box, and get 3s. 6d. a day each for it, which would be adding loss to loss; therefore I have told the girl to be off about her business, and to *steal no more*. I have since learned that she has been guilty of this before she came to my service, but why she was not prosecuted was not told me; she was sent off as I have sent her off, and perhaps she will get the opportunity to do the like at three or four places before she will get one to prosecute, and even then it will be her first offence, and she will get off with two months; and the prosecutor will most likely come to the same determination as I have, if he has another of the sort, viz., start her off and give her good advice.

Aug. 17.

THE FIRST LOSS IS BEST.

SOCIAL SCIENCE CONGRESS.

THE following are the special questions to be discussed at the forthcoming Social Science Congress to be held at Bristol from the 29th Sept. to the 6th Oct. next.

Municipal Law Section.

1. What ought to be the legal and constitutional relations between England and the colonies?
2. What is the most expedient mode of introducing into England a system of public prosecution?
3. What limits ought to be placed by law to charitable endowments?

Reformatory Section.

1. Can infanticide be diminished by legislative enactment?
2. What have been the results of the industrial and reformatory Acts of 1866?

Education Department.

1. Is an unsectarian scheme of education inconsistent with religious teaching?
2. How may the State best promote the education of the destitute and neglected portion of the population?
3. In what way can the Endowed Schools Bill be worked so as to bring the educational endowments within the reach of all?

Health Department.

1. Can Government beneficially interfere to limit the spread of infectious diseases?
2. What Legislative measures might be proposed to deal with uncontrollable drunkenness?
3. Should the Contagious Diseases Act be extended to the civil population?

Economy and Trade Department.

1. Is it desirable that State aid should be given to emigration, and, if so, in what form?
2. In what respects may the administration of the poor law be improved?
6. How may the condition of the agricultural labourer be improved?

Voluntary papers on other subjects in connection with the departments will be taken.

LAND LAW REFORM.

As in the Irish Church question the fight was in fact for the English Church, so, in the agitation so vigorously commenced against the Land Laws in Ireland, the blow is really levelled against the Land Laws in England. Whatever changes are made in Ireland will certainly, and in no long time, be attempted here; and therefore a subject apparently remote has a direct and profound interest for the English lawyer and statesman. The Bill for the abolition of Primogeniture, which commanded a majority in the House of Commons last session, is but the beginning of the fray; or, rather, it was only a pilot balloon, sent up to see how the wind was setting.

To promote this agitation a society has been formed avowedly to indoctrinate the public mind with certain peculiar views of land law reform maintained by its members. This association counts among its promoters Mr. FAWCETT, Mr. MILL, Mr. BRIGHT, and other advanced Liberals, whose avowed object is to bring about a division of land and a peasant proprietary. They start with the bold proposition that the land is the common property of all the people of a country;

that individuals can have no right of ownership, but only a modified right to control to a limited extent its occupancy, and, in the form of rent, to take a limited share of the profits—even these rights being State-made, for the prevention of disputes, and which therefore the State may resume at any time if it should be deemed for the common good that it should do so, and, as a further consequence, that it may impose what conditions it pleases upon the enjoyment and exercise of those rights.

Holding this doctrine, the association will begin by advocating its adoption in Ireland. They claim for the Irish tenant "fixity of tenure," which means that the landlord shall have no power to remove his tenant except for nonpayment of rent, and that the rent shall not be raised except at certain long intervals, and then only by independent valuation, and not by contract of the parties.

Payment to an outgoing tenant for unexhausted improvements is put forward by some honest optimists and by many dishonest agitators as the demand of the Irish yeoman. If this were all, the question would have been settled long ago. All Governments and parties have repeatedly affirmed the justice of this demand, and by both parties measures have been submitted to Parliament having this for their object. They have not succeeded, because they had the secret hostility of the large party in Ireland who had used "compensation" for their cry, when they intended fixity of tenure; who had shouted for reform designing a revolution. These persons were, of course, dissatisfied that they had been taken at their word. They could not openly oppose a measure for which they had been shouting; but they offered a tacit resistance, sufficient to extinguish a scheme which enlisted no enthusiasm. The failure of both parties in turn was conspicuous. The Irish cared nothing for what they were willing to give, and they were not willing to give what the Irish wanted.

And what is it they want? Under this plausible title of Land Law Reform, what are they seeking? It is necessary to know, that it may be known also if any practicable scheme is likely to accomplish its design and tranquillise the people.

There is, indeed, no doubt at all about it. Every person conversant with Ireland and the Irish is aware that, among the tenantry, there is a firm faith that the land is theirs of right; that it was obtained by the English conquerors by force; that the title by which it is held is a bad title, with the taint of robbery in its origin, which no time can erase, and for which there is no Statute of Limitations. Of the land thus wrested from the Irish people they believe that they may rightfully repossess themselves whenever the opportunity offers. They thirst for nationality and independence, as did the Italians and Hungarians, and seeing how England sympathised with those people, they call upon England to practise at home the doctrine she preached and applauded abroad.

This is the condition of mind with the great multitude of the Irish people, and especially with the peasantry; and in legislating for them it must be kept ever in view, or there will be unbounded disappointment. Concessions that fall short of this will be accepted only as new stand points for further demands; they will receive no gratitude, and they will not curb agitation. The great difficulty of the question is—that compromise is impossible. It is, indeed, probable that the more is given, if all is not given, the greater will be the discontent and wrath.

If Ireland only were affected by this question, there might be less difficulty in disposing of it. But it affects England quite as much, and must be considered with some reference to its results upon property in England. The newspapers talk glibly about legislating for Ireland according to Irish views—a maxim by-the-by, the very reverse of those formerly falling from the same lips—but such partial legislation is now-a-days impracticable. The tendency is more and more to assimilation, and any new land law formally adopted in Ireland would soon be adopted also in England and in Scotland. If Irish tenants are to be indulged with "fixity of tenure," English tenants would not be content without the same boon. Confiscate the property of landowners on the other side of the Channel, and the same process could not be long resisted here.

But then comes the question, What can be done? Things cannot remain as they are; that is clear. It is equally clear that no practicable reforms will satisfy the multitude of the discontented. But there are desirable improvements, which will content moderate men, and at least detach some of the best from the hostile camp. Besides, in a contest it is always desirable to have right on one's side, and to satisfy justice, even though it may not content the discontented. It is to the consideration of what reforms in the law are both desirable and practicable, that we propose to invite the attention of the lawyers.

THE NEW LAWS OF THE SESSION.

XVI.—TRADES UNIONS.

(32 & 33 Vict. c. 61.)

This is a short Act to protect the funds of Trades Unions against an imaginary danger. Forgetful that Russell Gurney's Act of last session removed the difficulty that had previously obstructed prosecution for embezzlement of the funds of Trades Unions, an ignorant complaint was made that these societies were practically outlawed, and this statute was passed accordingly. It provides that an association of persons having rules, agreements, or practices among themselves as to the terms of employment shall not, by reason only that those rules are in restraint of trade, or that such association is partly for objects other than the objects mentioned in the Friendly Societies Acts be deemed "for the punishment of frauds and impositions" to be a society established for a purpose that is illegal, or not to be a friendly society within the meaning of sect. 44 of the said Act. It will be observed that this is expressly limited to the punishment of frauds and impositions, and therefore does not extend to the recovery of subscriptions from defaulting members and the enforcement of fines, which was the object really sought.

This Act is to continue in force for one year only.

XVII.—ABOLITION OF IMPRISONMENT FOR DEBT.

(32 & 33 Vict. c. 62.)

This is a very important Act, the working of which will profoundly affect the trading community, whether for evil or for good remains for proof.

It does not come into operation until the 1st Jan. 1870.

It contains provisions for the better punishment of fraudulent debtors.

The first part abolishes imprisonment for "making default in payment of a sum of money," except in the following cases:—

1. Default in payment of a penalty, or sum in the nature of a penalty other than a penalty in default of any contract.
2. Default in payment of any sum recoverable summarily before justices of the peace.
3. Default by a trustee or person acting as such ordered as such to pay any sum by a court of equity.
4. Default by an attorney or solicitor in payment of costs when ordered to pay costs for misconduct as such, or in payment of a sum of money when ordered to pay the same in his character as an officer of the court.
5. Default in payment for the benefit of creditors of any portion of a salary or income ordered by a court in bankruptcy.
6. Default in payment of sums in respect of the payment of which orders are authorised by the Act to be made.

But it is provided that no person shall be imprisoned under these exceptions for a longer period than a year.

But, subject to these provisions, any court may commit to prison for not longer than six weeks, or until payment of the sum due, any person making default in payment of a debt, or instalment of a debt, in pursuance of an order of court.

But such power must be exercised only by a Judge or his deputy, and by order made in open court, and showing the grounds on which it is made.

In a Superior Court, when the judgment does not exceed 50*l*.

On a judgment in the County Court it is to be exercised only by the Judge or his deputy.

But such jurisdiction is to be exercised only where it is proved to the satisfaction of the court that the person making default either has or has had since the date of the order or judgment the means to pay the sum in respect of which he has made default, and has refused or neglected, or refuses or neglects, to pay the same.

The jurisdiction may be exercised by a Judge sitting in chambers.

The court may order the debt to be paid by instalments, and from time to time vary such order.

This section is to be deemed to be substituted for sects. 98 and 99 of the County Courts Act 1846.

Imprisonment under this section is not to operate as a satisfaction or extinguishment of the debt, or deprive the plaintiff of the right to take out execution against the goods of the defendant.

On payment of the debt the defendant is to be discharged: (sect 5.)

Sect. 6 empowers the arrest of defendants in actions where 50*l*. and upwards is claimed, on evidence to the satisfaction of a Judge of the Superior Courts that he is about to quit England, and that his absence will materially prejudice the prosecution of the action.

Persons in custody for debt at the commencement of this statute who would not have been liable to imprisonment under it are to be discharged.

Nothing in this Act is to affect the right or power of arrest under the Bankruptcy Act 1869.

The second part is devoted to the punishment of fraudulent debtors.

Sect. 11 enacts that any person adjudged bankrupt, or whose affairs are liquidated by arrangement under the Bankruptcy Act 1869, shall in the following cases be guilty of a misdemeanor, and liable to be imprisoned for two years with or without hard labour:

1. For not making a true discovery of his estate and effects.
2. For not delivering up all his real and personal property to the trustee.
3. For not delivering up to the trustee all books, documents, papers, and writings, relating to his property or affairs, unless the jury are satisfied he had no intent to defraud.
4. For concealing property to the value of 10*l*., or any debt due to or from him.
5. For fraudulently removing any part of his property of the value of 10*l*.
6. For making any material omission in any statement relating to his affairs, with intent to defraud.
7. Knowing that a false debt has been proved, omitting for one month to inform the trustee.
8. Preventing the production of any book, document, paper, or writing, relating to his property or affairs.
9. Concealing, destroying, mutilating, or falsifying, any such book or document.
10. Making any false entry in any such book or document.
11. Fraudulently parting with, altering, or making any omission in any such book or document.
12. Attempting to account for any part of his property by fictitious losses or expenses.
13. By false representation or other fraud within four months from the presentation of the petition obtaining any property on credit, and not paid for the same.
14. Within four months next before the presentation of the petition, being a trader, shall have obtained, under the false pretence of carrying on business and dealing in the ordinary way of his trade, any property on credit, and has not paid for the same.
15. Within four months next before the presentation of the petition, if he, being a trader, pawns, pledges, or disposes of otherwise than in the ordinary way of his trade, any property which he has obtained on credit, and has not paid for.
16. If guilty of any false representation or other fraud for the purpose of obtaining the consent of his creditors, or any of them, to any agreement with reference to his affairs, or his bankruptcy or liquidation.

A bankrupt, within four months before the presentation of the petition, absconding from England and taking with him, or attempting to do so, property to the amount of 20*l*. which ought to be divided among his creditors, is to be guilty of felony and punishable with two years' imprisonment.

A person guilty of the following offences:

1. If on incurring any debt or liability he has obtained credit under false pretences, or by means of any other fraud.
2. If, with intent to defraud any creditor he has made any gift, delivery, transfer of, or charge upon, any property.
3. If, with the like intent, he has reserved any part of his property within two months before the date of any unsatisfied judgments or order for payment of money.

Shall be guilty of a misdemeanor and subject to imprisonment for one year.

Making any false claim or statement of account untrue in any material particular is to be a misdemeanor, subject to one year's imprisonment: (s. 14.)

A debtor arranging or compounding is to remain liable for the balance of any debts incurred or increased, or for which he has obtained forbearance by any fraud, provided the defrauded creditor has not assented to the arrangement other than by proving his debt and accepting dividends: (s. 15.)

If the trustee reports to the court that in his opinion a bankrupt has been guilty of any of these offences, the court may order a prosecution, the expenses of which are to be allowed, as are the expenses of other prosecutions: (s. 16, 17.)

Every misdemeanor is to be prosecuted under the Vexatious Indictments Act. It is to suffice for the indictment to set forth the substance of the offence charged. Quarter sessions are to have jurisdiction in respect of offences under this Act. Mayors becoming bankrupt or arranging with creditors are to be disqualified; so likewise are justices of the peace; and punishments are to be cumulative.

Part III. makes some further provisions with respect to warrants of attorney, cognovits, and orders of judgment.

Warrants of attorney and cognovits are to be executed in the presence of an attorney on behalf of the person; if not filed within twenty-one days they are to be void. So likewise with Judges' orders.

Nothing in the Act is to affect the motion of foreign attachment of any competent court, or the proceedings in relation thereto. It is to be cited as "The Debtors' Act 1869."

THE STATISTICS OF CIVIL JUSTICE.

(From the Times.)

THE statistics of civil justice for 1868 tell more favourably for the interests of society than those of criminal justice. The appeals to the House of Lords and Judicial Committee have increased. The pockets of suitors have doubtless suffered in proportion, but colonial law gains in consolidation and steadiness by occasional reference back to the fountain head of an English judicature, and the principles of law generally may profit from enunciation by the House of Lords. The increase of ecclesiastical suits is intelligible enough, though of very uncertain advantage. That the number of adjudications in the Court of Bankruptcy has also risen during the same period would be a fact simply to be deplored, were it not accompanied by the information that the amount of assets realised has grown in a still higher rate, being as much as 40 per cent. over the proportion in the preceding year. Still, when it is considered that even now a dividend has been announced in but 1714 cases as against 6480 in which there was none, the faint improvement manifested is not such as to induce regret for the downfall of a system which had become a mockery of law. On the other hand, the report states that 332 fewer suits were instituted in the Court of Chancery during 1868 than in 1867. It is to be feared that the diminution may have resulted rather from the want of means to blow bubbles for the court to burst than from any mitigation of the litigious temperament. But, at least, some compulsory inactivity of that tribunal can hardly be thought to aggravate the ills of the recent commercial depression. In the business of the Superior Courts of Common Law, however, a falling off is shown to have occurred during 1868, which constitutes a somewhat remarkable phenomenon. The number of writs of summons issued appears to have been 82,876—a sufficiently ponderous total, were it not that this is a decrease of over 44,000, 34 per cent., as compared with 1867. In litigation generally, the proportion of proceedings is so enormous in which there can be no serious question on which side the right is that any cause which diminishes their number is so far a public benefit. Even out of this diminished number of proceedings the records show that in 65 per cent. no step towards a defence was taken. It would be charitable, therefore, and might not be altogether unreasonable, to surmise

that the difference between the number in this as compared with the previous year might be accounted for by a very slight acceleration in the mental process by which parties to a dispute discover at some stage or other that they have no case. The 34,000 plaints entered in the County Courts in excess of the number entered in 1867 may, however, have had more to do with the change. The County Court jurisdiction seems, indeed, the judicial serpent destined to swallow up all the rest. The mind can scarcely grasp the idea of a list of processes amounting in a single year to 975,373, and swelling continually; but there is no need for the present to be alarmed at the apparent tendency of these courts to monopolise litigation about trifling amounts. Their exposition of law may not be very scientific; but the statistics as to the proportion of real to unsubstantial defences set up before them show that there is a sort of business in which despatch is the main requisite. The report reveals that in more than 96 per cent. of the plaints judgment was given for the plaintiff. If it is remembered that but for this rough-and-ready procedure these myriads of plaintiffs must have had to choose between acquiescing in a wrong and engaging in the ruinous mazes of special pleading, the increasing resort to the County Courts, and the restriction of the work of the Superior Courts to questions involving large amounts or great principles, may be hailed as a sign of growing common sense in the community.

CLERKS OF ASSIZE.

REPORT "OF COMMITTEE APPOINTED BY THE TREASURY TO INQUIRE INTO DUTIES AND SALARY OF CLERK OF ASSIZE."

IN compliance with the directions contained in the Treasury minute of 25th May 1868, we have instituted an inquiry into the duties and salaries of clerks of assize and their officers, in order to ascertain whether such duties were of a nature requiring professional training, whether, having regard to the work to be performed, the existing salaries and allowances are not too high, and whether it might not be possible hereafter to abolish some of these offices and consolidate their duties.

The clerks of assize have both civil and criminal duties to perform on circuit. In their civil capacity they act as associates in the *Nisi Prius* Court, and they discharge the functions of clerks of the Crown in the criminal court.

Prior to the year 1856 the clerks of assize were entirely remunerated by fees, out of which they paid the stipends of such assistant officers as they found it necessary to employ, and all the expenses of their offices. The *Nisi Prius* Officers' Act, however, which was passed in 1852, empowered the Treasury, with the assent of the three chief judges, to fix salaries to be received by clerks of assize in lieu of all fees and emoluments taken by them for their duties as associates, and on each vacancy in any office to revise the salary so fixed, and the Criminal Justice Act, which passed in 1855, abolished all fees payable to clerks of assize for the performance of their duties as clerks of the Crown, and extended the provisions of the Act of 1852 to the payment of these officers by salaries for their duties in the criminal courts, and for all other duties appertaining to the office. The last-named Act also empowered the Treasury to fix the salary to be allowed to any subordinate officer employed by a clerk of assize.

Acting upon the powers thus conferred, the Lords of the Treasury, by two minutes, dated in 1856, prescribed, with the sanction of the three chief judges, the remuneration to be thenceforth received by the clerks of assize and their subordinate officers.

These minutes proceeded upon the principle that the Western, Oxford, Home, Midland, and Northern Circuits might be placed in the same category as regarded their importance, and that the Norfolk held an intermediate position between the five circuits above mentioned and the two Welsh circuits.

It was at first proposed that the clerks of assize on the five principal circuits should receive salaries of 800*l.* a year, but eventually the remuneration was fixed at 1000*l.* a year to cover all expenses incidental to the office, except travelling and subsistence on circuit, for which a sum of 2*l.* 2*s.* per night was sanctioned. The subordinate officers for these five circuits were respectively designated, clerk of indictments, clerk of arraigns, associate, circuit bailiff; and for the three first of such officers salaries were fixed of 300*l.* per annum, rising by 20*l.* annually to 400*l.*, with 1*l.* 10*s.* per night when absent on circuit; for the bailiff, a salary of 100*l.* with 10*s.* a night on circuit.

Permission was also given to the clerk of assize to select one of the three officers first named to act as his deputy, and to the person so selected an additional salary of 100*l.* per annum was assigned.

No salary was at that time fixed for the clerk of assize on the Norfolk Circuit, who was an officer far advanced in years and of long standing, but he was permitted to retain the commuted allowance which he had received for some years under the provisions of the Act of 1 Will. 4, c. 58, and during his continuance in office to employ a deputy clerk of the Crown, acting also as clerk of arraigns, with 300*l.* per annum, rising by 20*l.* to 400*l.*; a clerk of indictments and an associate, with 200*l.* per annum respectively, advancing by the same rate of increment to 300*l.*; and a circuit bailiff at 100*l.*

These officers received the same subsistence allowance as on the other circuits.

For the clerks of assize on the North Wales and South Wales Circuits salaries of 500*l.* per annum each were settled, with a travelling and subsistence allowance of 2*l.* 2*s.* per night; and they were allowed the services of a principal assistant officer, with 300*l.* a year, and a second officer with 150*l.*, the latter salaries covering the expense of locomotion and subsistence.

As the fees received by the clerks of assize in civil causes were not abolished by the *Nisi Prius* Act, they continued to receive these fees, and to account for them, *pro tanto* of their salaries, until the passing of 23 Vict. c. 45, since which period these fees, in common with all the fees of the Superior Courts, have been collected in stamps.

The only material alteration which has since taken place in the amounts above stated has reference to the Norfolk and Midland Circuits. The death of the late Mr. Edgell, in 1863, rendered it necessary to fix a salary for the clerk of assize on the Norfolk Circuit, and the Act of 26 & 27 Vict. c. 122, which was passed at about the same period, gave power to Her Majesty in Council to alter the circuits, by withdrawing counties from any one circuit, and annexing them to another; and it empowered the Board of Treasury, with the sanction of the chief judges, to make such changes in the amount of the salaries of the clerks of assize as might appear to be required in consequence of the alteration of their circuits. Accordingly the Northern Circuit was altered by the withdrawal from it of the county of York, which was annexed to the Midland, while the counties of Leicester, Rutland, and Northampton were detached from the Midland and added to the Norfolk Circuit. The Treasury did not see fit at that time to make any alteration in the emoluments of the clerk of assize on the Northern Circuit, who has held that office for a very considerable period, and who, under an arrangement made in 1851 by the then Board of Treasury, is in receipt, in addition to his salary, of an annual allowance of 1050*l.* for special services in connection with the taxation of costs on his circuit, by which he has been the means of saving a large amount to the public. Having waited, however, for two years to test the effects of the change, the Lords of the Treasury, by a minute in 1856, sanctioned an addition of 100*l.* per annum to the salary of the present clerk of assize on the Midland Circuit, in consideration of the increased trouble and expense which he had incurred by the annexation of Yorkshire to his circuit. At the same time the salary of the clerk of assize on the Norfolk Circuit was fixed at 900*l.* per annum, and he was allowed, as on the other circuit, the services of three officers, acting in the same capacities, and receiving 200*l.* each, rising by 20*l.* a year to 300*l.* The only other modification which has been made in the arrangement of 1856, consists in the concession of the two officers on each of the Welsh Circuits of the same rate of travelling and subsistence allowance as is enjoyed by the officers on the other circuits.

In order to form an opinion of the nature of the duties transacted by the clerks of assize, we requested the attendance of some of them, and also of some of their officers at the Treasury, for the purpose of answering such queries as we might consider it desirable to put. We did not think it necessary to request the attendance of every clerk of assize, inasmuch as the duties to be discharged are so far similar that a recapitulation of them on one circuit would enable an opinion to be formed of the character of the business on all, due regard being had to the differing extent of the civil and criminal business on different circuits.

The following is a summary of the information with which we were furnished as to the duties discharged by clerks of assize and their subordinates previous to and during the several circuits:—

On being furnished by the gaolers of the several county and borough gaols in his circuit with returns of the prisoners for trial, the clerk of assize attends the judges who are going his circuit, submits the returns to them, and also such information as he can obtain as to the extent of civil business at the several assize towns, in order that the judges may fix the days for opening the commission in each place.

The next step is, to give notice to the Crown Office of the days fixed, in order that the commissions may be drawn up, to prepare the assize

precepts to be issued to the sheriffs commanding them to summon jurors, &c., to get them signed and sealed, and then to serve them. It may also be necessary to communicate with the sheriffs as to the number of special juries required.

Before leaving for his circuit, the clerk of assize obtains and takes charge of the commissions, which he reads in open court at each assize town. On circuit he receives all the depositions in cases for trial; and from these, as well as from instructions which may be given to him, it is his duty to prepare all the indictments, except in some prosecutions undertaken by the Government, in which the indictments may be prepared by the solicitor of the department prosecuting. If subpoenas are required for witnesses who have not been bound over, or if any information is wanted by attorneys or others on points of practice, reference would be made to the clerk of assize. When the trial commences, the clerk of assize, or one of his officers, attends in the criminal court during the entire sitting, to call the jury, arraign the prisoners, take recognizances, record all the proceedings and judgments, and to draw up and issue the orders or sentences of court for penal servitude, &c. As each trial concludes, it is the duty of the clerk of assize to tax the costs of the prosecutor and witnesses, and now, under the recent statute, the costs also of the witnesses for the defence, and to draw up the orders of court upon the treasurer of the jurisdiction for the costs allowed. At the termination of the business in the Crown Court, the clerk of assize, in communication with the gaoler, is required to draw up the calendars containing the names and offences of the prisoners, their sentences, &c., to be signed by the judge, and a copy of which is required by law to be sent to the Home Office. It is likewise his duty to prepare all lists of forfeited recognizances and fines imposed for the judge's signature, to estreat the fines, &c., make out the estreat roll and writs to be served on the sheriffs, in order that they may levy the forfeitures, to serve them, and to send duplicates of the roll to the Treasury. Under the last Jury Act, it would also be the province of the clerk of assize to correspond with jurors who have been fined, require them to forward affidavits of the cause of their non-attendance, and submit the same to the judge for his directions.

In the civil or *Nisi Prius* Court, the clerk of the assize is required to receive, examine, and enter all records for trial; to attend the court during the entire sittings, receive and cancel the stamps by which the fees are now paid, record all the proceedings, and to draw up all orders of reference, certificates, and postea, or judgments of the court, all matters of considerable legal technicality, and to deliver the latter to the parties interested, when called upon to do so. He has also to enforce the fines which may be imposed on jurors for non-attendance. It is a part of his duty to see that all documents tendered in evidence, and liable to stamp duty, are duly stamped. He may also be called upon to sit as arbitrator, if required.

In addition to his duties on circuit, it is necessary that the clerk of assize should have an office generally in London, at which all the records of the circuit are kept, and he is required, on application at any time, to deliver the postea, to draw up and sign certificates of conviction (under a heavy penalty if incorrect), and to furnish copies of depositions and other proceedings, if required. He may be called upon to make returns to all writs of *certiorari* from the Queen's Bench, and to make up all records in cases of error, and in addition to the criminal returns of each assize, the clerk of assize has to send to the Home Office an annual return of all civil business transacted on circuit.

From what has been before stated, it will be apparent that the whole of the administrative business of the criminal and *Nisi Prius* courts of circuit is vested in the clerk of assize. He is responsible for putting the entire machinery in motion, and for its correct working at every stage. He may personally perform any part of the duties of his office which he sees fit to undertake, and either attend as associate in the civil court, sit as clerk of arraigns in the Crown court, or devote his time to the taxation of costs.

The duties of his officers are primarily those designated by their names; thus the preparation of the indictments devolves on the clerk of indictments, and the clerk of arraigns and associate attend respectively in the criminal and civil courts to conduct the business thereof. Practically, however, the labours of the officers are by no means confined to the duties strictly appertaining to their offices. The time allotted to the business at each assize town is rarely more than is sufficient for its proper discharge, and occasionally not sufficient, and the united exertions of the clerk of assize and his officers are required to enable them to keep pace with the cases as they are disposed of by the court. Directly the grand jury have found true bills on the indictments laid before them, the trials commence; and as each

trial terminates it is highly desirable that the costs should be at once taxed, and the prosecutor and witnesses be paid their expenses, because each day that they are detained at the assize town adds to the cost of the trial, and to the charge upon the public funds, which ultimately bear the expenses of criminal prosecutions. We were assured, moreover, that this taxation requires some delicacy, and the exercise of a good deal of discretion, because, although the actual expenses are measured by a fixed scale, the charges for professional labour are necessarily dependent on the nature and circumstances of each case, and require to be carefully watched.

It is also by no means uncommon to have two, and even more, courts sitting at the same time for the trial of criminal cases. So soon as the civil business, which on the majority of circuits is light in comparison with the criminal, has been brought to a conclusion, the Nisi Prius judge will proceed to try prisoners, in which case the associate may be called upon to act as clerk of arraigns in his court.

It is also not unusual for one of the leading barristers named in the commission to assist the judge in the trial of criminal cases in another court, and for each court that may be opened the clerk of assize must provide an officer. We were assured by all the gentlemen who attended before us, and we see no reason to doubt their testimony, that, during the continuance of the assizes, it is absolutely necessary for the clerk of the assize and all his officers to be in constant attendance to keep down the work, and prevent its getting into arrears.

For these reasons we are of opinion that, although the circuits do not, on an average, occupy more than from three to four months every year, and although at other times the attendance of one officer at the office in London is sufficient to meet all requirements, it is not desirable to reduce the number of the officers subordinate to the clerk of assize, or to consolidate their offices. It might, indeed, be considered that, as the active demand on the time of these officers does not extend over more than a third of the year, it would be a preferable course for the clerk of the assize to engage such assistance as he might require for the actual duration of each circuit, rather than to keep up a staff for whom no sufficient employment can be found during the remaining two-thirds. Looking, however, to the high importance of having trained and practised men for the discharge of these duties, not only with a view to the interests of justice, but to the saving of public money in the quick taxation and settlement of costs, and as men so qualified could hardly be obtained on any other than a permanent footing, we are not disposed to recommend the adoption of any such provisional arrangement.

(To be continued.)

ESTATE AND INVESTMENT JOURNAL.

STOCK AND SHARE MARKETS.

The dulness of the season has been disturbed only by the failure of the Albert Insurance Company which had absorbed twenty-two other offices, and has issued policies to the enormous amount of seven millions.

The following are the fluctuations of the week:

ENGLISH FUNDS.	Fri.	Sat.	Mon.	Tues.	Wed.	Thurs.
Bank of England Stock	244	246	244	245	245	245
3 1/2 Cent. Red. Ann. ...	93	92 1/2	93 1/2	93 1/2	93	93
3 1/2 Cent. Cons. Ann. ...	92 1/2	92 1/2	92 1/2	92 1/2	93	93
New 2 1/2 Cent. Ann. ...	...	...	...	...	...	...
Do. 3 1/2 do. Jan. 1894	...	...	...	...	...	...
New 3 1/2 Cent. Ann. ...	93 1/2	92 1/2	93 1/2	93 1/2	93	93 1/2
3 1/2 Cent. Annuities ...	...	...	...	...	...	...
3 1/2 Cents. 3 Jan. 1873	...	...	...	...	...	...
Ann. 30 years exp.	...	...	...	...	...	...
Apr. 5, 1885	...	...	...	12	...	...
Do. exp. Jan. 5, 1880	...	...	...	...	...	...
Do. exp. July 1880	...	...	...	...	...	...
Ed. Sea Tele. Ann. 1906	...	...	...	...	...	...
Consols. for Acc.	92 1/2	...	92 1/2	...	93	...
India 5 1/2 Cent. for Acc.	...	...	...	...	...	...
Do. 5 1/2 Cents. July 1880	112	111 1/2	112	111 1/2	112 1/2	112 1/2
India Stock, July 1880	...	...	...	...	...	...
India Stock, 1874	...	...	210	...	210	...
India 5 1/2 Cent. 1870	...	...	...	...	...	...
India Stock, 4 1/2 Cent.	...	...	...	...	...	...
1889	...	...	101	101	101	...
India Bonds (1000L.)	...	...	...	...	...	...
Do. (under 1000L.)	30s. c	...	26s. c	...	...	...
Ed. Bills, 1000L.	a	d	e	f	...	g
Do. 500L.	b	e	...	...	...	h
Do. 100L. and 200L.	...	...	...	...	...	...
3 1/2 c.	b	e	...	...	...	h

a March, par; June, 3s. pm.
 e June, 6s. premium.
 f June, 2s. premium.
 g March, 3s. premium.
 h June, 6s. premium.

PUBLIC COMPANIES.

RAILWAY COMPANIES.

Atlantic and Great Western Debentures.—A division of 25s. per cent. on the nominal value is announced as a first instalment of securities realised.

Edinburgh and Bathgate.—A dividend at the rate of 5 per cent. per annum declared.

Great Eastern.—1/2 per cent. per annum dividend.

Great Southern and Western.—A dividend at the rate of 5 per cent. per annum on the consolidated stock.

London and South-Western.—4 per cent. dividend declared.

South Devon.—Dividend at the rate of 1 1/2 per cent. per annum.

South-Eastern.—Dividend at the rate of 2 1/2 per cent. per annum.

Salisbury and Yeovil.—A dividend at the rate of 5 1/2 per cent. per annum.

Staines, Wokingham, and Woking.—A dividend at the rate 3 1/2 per cent. per annum.

BANKS.

London and South-Western.—A dividend at the rate of 5s. per share was declared.

Portsmouth, Portsea, Gosport, and South Hants Banking.—Mr. John Ball, the official liquidator, announces the payment of a sixth dividend to the creditors of that company, at the rate of 1s. 6d. in the pound, making, with previous dividends, 19s. in the pound.

ASSURANCE COMPANIES.

Hercules Insurance (Limited).—A call of 2l. per share has been made upon the contributories.

Liverpool and London and Globe.—A payment of 10 per cent. on account of the current year's dividend.

MISCELLANEOUS COMPANIES.

Blackly Ordinance (Limited).—A first dividend at the rate of 2s. 6d. in the pound is announced to the creditors by Messrs. Price, Holyland, and Waterhouse.

British Colonial Steamship.—It has been resolved to wind-up the undertaking voluntarily; and Messrs. R. Gillespie and J. Temperley are the liquidators. The shareholders have received 26l. 2s. per share, and a further 2l. 10s. remains for distribution.

Charing Cross Hotel.—A dividend at the rate of 10 per cent. per annum.

County and General Gas Consumers (Limited).—A first dividend of 10s. is announced by the liquidators.

Electric and International Telegraph.—A dividend at the rate of 25 per cent. per annum for the half year.

General Estates (Limited).—A first dividend of 2s. 3d. in the pound to the creditors.

Improved Industrial Dwellings.—A dividend at the rate of 5 per cent. per annum.

International Contract (Limited).—A first dividend at the rate of 3s. in the pound is payable to the creditors.

Jamaica Commercial Agency (Limited).—Creditors are required to send particulars of their claims to Mr. James Hole, of Gresham-street, the official liquidator, by the 10th Dec., the 17th Dec. having been appointed by Vice-Chancellor James for adjudicating upon them.

Liverpool Steam Tug.—Half-year's dividend, 3s. per 10l. per share.

London and Lisbon Corkwood.—A dividend at the rate of 5 per cent. per annum.

London General Omnibus.—A dividend at the rate of 6 1/2 per cent. per annum.

London Quays and Warehouses (Limited).—A first dividend of 6s. in the pound is payable to the creditors.

Oil Seed Crushing.—A dividend at the rate of 8 per cent. per annum.

Telegraph to India.—A dividend at the rate of 3 per cent. per annum.

Valparaiso Waterworks (Limited).—Creditors must send particulars of claims to Mr. Frederick Maynard by the 1st Oct.

MINING COMPANIES.

New Westminster Mining (Limited).—Mr. F. B. Smart is the provisional official liquidator.

REPORTS OF SALES.

NOTE.—The reports of the Estate Exchange are officially supplied in the following list. Auctioneers whose names are registered there will oblige by reports of their own sales.]

Friday, Aug. 13.

By Messrs. NORTON, FRIST, WATNEY, and Co., at the Mart.
 Freehold residential estate in the parishes of East Hoathley and Waldron, Sussex, known as Barham and Foxhant, comprising a mansion with lodge entrance, stabling, grounds, park, farm houses, homesteads, cottages, and 734 acres of arable, pasture, hop, and wood land—sold for 29,000l.

Freehold and copyhold estate, known as Sutton Hurst, in the parishes of Barcombe, Newick, and Isfield, Sussex, comprising a mansion with pleasure grounds, stabling, farm, homestead, cottages, and land, consisting of 750 acres—sold for 25,100l.

The impropriate rectory or parsonage of St. Bridget, in the ward of Farringdon Without, in the suburbs of the City of London—sold for 27,000l.

Monday, Aug. 16.

By Messrs. FAHREBROTHER, CLARK, and Co., at the Mart.
 Copyhold residence, No. 4, The Terrace, Fore-street, Upper Edmonton, let at 30l. per annum—sold for 295l.
 Copyhold residence, No. 5, The Terrace, Fore-street, Upper Edmonton, let at 30l. per annum—sold for 290l.
 Copyhold residence, No. 6, The Terrace, Fore-street, Upper Edmonton, let at 30l. per annum—sold for 275l.
 Copyhold residence, No. 7, The Terrace, Fore-street, Upper Edmonton, let at 30l. per annum—sold for 285l.
 Copyhold residence, No. 8, The Terrace, Fore-street, Upper Edmonton, let at 48l. per annum—sold for 690l.
 Copyhold residence, No. 9, The Terrace, Fore-street, Upper Edmonton, let at 32l. 10s. per annum—sold for 700l.
 Copyhold four houses and shops, Nos. 10, 11, 12, and 13, The Terrace, Fore-street, Upper Edmonton, producing 85l. per annum—sold for 1110l.
 Copyhold residence, No. 14, The Terrace, Fore-street, Upper Edmonton, let at 21l. per annum—sold for 870l.
 Copyhold residence, No. 15, The Terrace, Fore-street, Upper Edmonton, let at 22l. per annum—sold for 270l.
 Copyhold residence, No. 16, The Terrace, Fore-street, Upper Edmonton, let at 20l. per annum—sold for 325l.
 Copyhold plot of land fronting Orchard-street, Upper Edmonton, let at 21l. per annum—sold for 800l.
 Copyhold 4a. 1r. up of building land, fronting Angel-road, Upper Edmonton, let at 27l. per annum—sold for 1150l.

Tuesday, Aug. 17.

By Messrs. FAHREBROTHER, CLARK, and Co., at the Mart.
 Freehold, two cottages, Nos. 1 and 2, Paradise-place, Cam-bridge-road—sold for 360l.
 Freehold, four cottages, Nos. 4 to 7, Paradise-place—sold for 360l.
 Freehold plot of building land, situate at Paradise-row, Bethnal-green—sold for 700l.

By Messrs. DEBENHAM, TEWSON, and FARMER.
 Freehold premises, No. 1, St. John-street, West Smithfield, let on lease at 36l. per annum—sold for 1110l.
 Freehold ground-rent of 20l. per annum, secured on Nos. 199, 201, and 203, Jamaica-road, Bermondsey—sold for 900l.
 Freehold ground-rent of 20l. per annum, secured on Nos. 21 to 23, Little Cherry-street, Bermondsey—sold for 700l.

By Messrs. BEADEL.

Freehold residential estate, known as Belle Vue, Sevenoaks, Kent, comprising a residence, with pleasure ground and stabling and land, containing 40a. 1r. 39p.—sold for 18,700l.

SOLICITORS' JOURNAL.

NOTES OF NEW DECISIONS.

INFRINGEMENT OF PATENT—EQUITY PRACTICE—ANSWERS—COSTS.—In a suit for infringement of a patent, the defendant, having put in a sufficient answer, filed a concise statement, with interrogatories, several of which went to show that the plaintiff's was not an original invention, and interrogated them as to specifications of other patents of earlier date than their alleged invention, and as to the minute details of such inventions, and of their own. The plaintiffs, after admitting the existence of the specifications referred to, alleged merely that they contained nothing whatever which was in anticipation of their own discoveries, and submitted that they were not bound to make any further answer. On the defendant excepting, it was held, overruling the decision of James, V.C., that the plaintiffs must answer more fully as to all matters of fact, and that the details referred to in the interrogatories were not the less matters of fact because the defendant had alluded to the specifications or other written documents, setting them forth. Nor were they relieved from the necessity of answering fully, because the discovery sought related exclusively to the plaintiff's case against the defendant in this suit, for in such a suit it is the very case of the defendant that the patent which is sought to be protected is itself invalid. The case of a defendant who has filed a concise statement with interrogatories as to the answer thereto, distinguished from the case of an answer by the defendant to the plaintiff's bill. But it was held, agreeing with his Honour, that the defendant was not entitled to call on the plaintiffs to state particulars as to the alleged legal proceedings in foreign countries with respect to their patent, nor to have set forth in full in the answer a correspondence which had passed between themselves and the inventor under whom the defendant claimed. And the original bill having fully stated the infringements of which the plaintiffs complained, it was held, that the adoption by the answer of those statements was a sufficient answer to an interrogatory calling for full and descriptive particulars of such alleged infringements. An exception bad in part is not, therefore, bad in the whole: (*Hoffman v. Postill*, 20 L. T. Rep. N. S. 893. Ch.)

PLAINTIFFS' DOCUMENTS—PRODUCTION OF—SOLICITOR AND CLIENT—CORRESPONDENCE—PRIVILEGE.—The plaintiffs claimed to be transferees of a mortgage from the defendants, who were originally the mortgagees. The defendants by their answer denied the transfer, or its validity, and required the usual affidavit of documents from the plaintiffs. The plaintiffs admitted documents, but claimed to withhold them, on the ground as to some that they related to their own title exclusively, and not to that of the

defendants: Held, that in such circumstances it was the case of the defendants to show that the plaintiffs had no title, and that they were entitled to the production. But correspondence between a client and his solicitor was held to be privileged from production, not merely where it related to the subject-matter of dispute then in existence, but as being correspondence between client and solicitor, or acting in the course of his business as solicitor: (*Boyd v. Petrie*, 20 L. T. Rep. N. S. 934. Ch.)

JUDGMENT-CREDITOR OF MORTGAGOR—EXECUTION NOT ISSUED—27 & 28 VICT. c. 112.—Certain judgment-creditors of a mortgagor, who had not issued execution, were made defendants to a suit for foreclosure: Held, that if the judgment-creditors should issue execution, and the returns to the writs should be made before the expiration of the six months allowed for redemption, they would be entitled to redeem, but not otherwise: (*Mildred v. Austin*, 20 L. T. Rep. N. S. 939. M. R.)

PRACTICE—PARTITION ACT 1868 (31 & 32 VICT. c. 40).—A bill was filed for the partition of an estate under the Partition Act 1868. The parties afterwards desired that part of the property should be partitioned, and the rest sold: Held that this could be done under the Partition Act 1868. Decree accordingly for partition of part of the estate, and for sale of the rest: (*Roebuck v. Chadebet*, 20 L. T. Rep. N. S. 940. M. R.)

COMMENTS ON A SUIT IN A LOCAL JOURNAL.—Where a newspaper article, having relation to a pending suit, was, in the opinion of the court, calculated to create prejudice against the plaintiff, and to cast opprobrium upon his solicitor, an order for committal of the publisher was made, but not, however, to be enforced for three weeks, in order to afford an opportunity for the publication of an apology: (*Robson v. Dodd*, 20 L. T. Rep. N. S. 941. V.C.M.)

JUDGMENT RECOVERED—LEX FORI.—A plea of judgment in favour of the defendant recovered in the court of a foreign country on the Statute of Limitations of that country, is not an answer to an action brought here for the same cause of action. In the case of an attorney's bill of costs for the conduct of a suit in an inferior court and also on appeal, the Statute of Limitations does not begin to run until the termination of the suit in the appellate court. The plaintiffs, attorneys in partnership in the Isle of Man, were employed by the defendant in March 1858 to conduct a suit in the Ecclesiastical Court of that island, in which suit he was a party. The Ecclesiastical Court pronounced judgment in favour of the defendant in April 1861, but the case was brought on appeal to the appellate court of the island by the other parties to the suit in Sept. 1861, and the litigation proceeded there till April 1865, when the judgment of the appellate court was pronounced. The partnership of the plaintiffs had been dissolved in Oct. 1862, from which time one of them only had the conduct of the suit. An action was brought in the Deemsters Court of the Isle of Man to recover the amount of the plaintiff's bill of costs up to the time of the dissolution of partnership, and the Manx Statute of Limitations (three years) having been pleaded, judgment was given for the defendant on that ground. An action afterwards being brought in this country for the same cause of action: Held, that a plea of the judgment recovered in the Isle of Man court was not a bar to the action, such judgment not being one on the merits of the case: Held, also, that the employment of the plaintiffs was a continuous one, and that the Statute of Limitations did not begin to run against their claim until after the termination of the suit in the court of appeal: (*Harris and another v. Quine*, 20 L. T. Rep. N. S. 947. Q. B.)

HEIRS-AT-LAW AND NEXT OF KIN.

GREGG (W.), Surrey Lodge, Lambeth, barrister-at-law, heir-at-law to come in by Nov. 2. Nov. 10; V.C.J., at twelve, adjudicating, chambers.

SCHOFIELD (Mary), Brighton. Clarke and Howlett, solicitors, 8 Ship-street, Brighton. Sept. 29.

WILLIS (Catherine A.), Bath, heir-at-law to come in by Nov. 2. Nov. 9; M. R., at eleven, for adjudicating, at said chambers.

CREDITORS UNDER ESTATES IN CHANCERY.

LAST DAY OF PROOF.

CHILD (Henry), Edgware. Sept. 15; J. H. Lydall, Solicitor, 12, Southampton-buildings. Nov. 3; V.C. R., at twelve.

CHILD (Mary), Edgware. Sept. 15; J. H. Lydall, Solicitor, 12, Southampton-buildings. Nov. 3; V.C. R., at one.

COLTHURST (Robert J.), Weston-super-Mare. Oct. 1; Gabriel and Co., Solicitors, Poole, near Bridgewater. Nov. 4; V.C. M., at twelve.

CHAMBERS (Richard), Blackburn. Sept. 30; J. Pickop, Solicitor, Blackburn, Lancashire. Nov. 4; V.C. J., at twelve.

EDDISON (Booth), Nottingham. Sept. 18; Payne, Ford, and Co., solicitors, 70, Albion-street, Leeds. Nov. 4; V.C. R., at twelve.

GOODALL (Abraham), Albany-street Barracks, Regent's-park. Sept. 29; J. L. Dale, solicitor, 8, Furnival's-inn. Nov. 8; V.C. M., at twelve.

GOODALL (Sarah), 27, Wyvil-road, Wandsworth-road. Sept. 29; J. L. Dale, solicitor, 8, Furnival's-inn. Nov. 8; V.C. M., at twelve.

HICKS (John), St. Peter, Dorchester. Oct. 11; Thos. Coombs, solicitor, 6, South-street, Dorchester. Nov. 19; V.C. R., at one.

HUNTER (John), Sunderland. Oct. 11; W. Ring, solicitor, 50, Lombard-street. Nov. 9; V.C. S., at twelve.

JOHNSTONE (Chas. E.), 105, Gloucester-place, Portman-square. Oct. 1; Bennett, Dawson, and Co., solicitors, 2, New-square, Nov. 6; M. R., at eleven.

LASKE (D. J.), Stock Exchange, London. Oct. 1; Head and Coode, solicitors, 29, Mark-lane. Nov. 3; V.C. J., at twelve.

MCCREATH (James), Burr-street, Lower East Smithfield. Sept. 30; Glynes and Son, solicitors, 4, Crescent, America-square. Nov. 6; M. R., at eleven.

NICHOLL (Thos.), Queen-street, Cheshire. Sept. 30; J. and E. Coles, solicitors, 49, Lime-street, E.C. Nov. 5; M. R., at eleven.

NIMMO (John), Castle Eden, Durham. Sept. 10; J. Ward, solicitor, Durham. Nov. 13; M. R., at twelve.

NOWELL (Thos.), Birmingham. Sept. 30; B. Chadwick, solicitor, Dewsbury. Nov. 4; V.C. J., at twelve.

PANTON (Paul), King's-bench-walk, Temple. Sept. 30; T. R. Ayres, solicitor, 7, South-square, Nov. 12; V.C. J., at twelve.

SHAW (Mary), Penkridge, Stafford. Oct. 11; Thos. Mallow, solicitor, Walsall. Nov. 3; V.C. R., at twelve.

TWING (Mary), 30, Swinton-street, Gray's-inn-road. Sept. 21; Gibson and Sons, solicitors, 64, Lincoln's-inn-fields. Nov. 3; V.C. R., at twelve.

WILLIAMSON (F. R.), Chiswell-street, Finsbury. Sept. 25; J. W. Crick, solicitor, Maidon. Nov. 3; V.C. S., at twelve.

WRIGHT (John B.), Little Bedford, Essex. Oct. 1; R. King, solicitor, 25, Birch-lane. Nov. 4; V.C. M., at twelve.

CREDITORS UNDER 22 & 23 VICT. c. 35

Last day of Claim, and to whom Particulars to be sent.

ALLARDYCE (Josh.), 30, Gainsborough-road, Mile-end. Oct. 4; T. Price, solicitor, 24, Abchurch-lane.

BATES (Miss E.), St. Peter's-place, Canterbury. Sept. 29; Bankes, Son, and Co., solicitors, Canterbury.

BULLOCK (Thos.), The Grove, Stratford, Essex. Sept. 15; Hillier and Co., solicitors, 5, Fenchurch-buildings, E.C.

BUTTERFIELD (Walter), 5, Stanhope-terrace, Hyde-park. Sept. 29; Tucker, New, and Co., solicitors, 4, King-street, Cheshire.

COATES (Merwin G. W.), Great Malvern. Sept. 15; Richd. Blanchard, solicitor, 16, Oxford-street, Southampton.

COOPER (Mr. J. N.), Norwich. Oct. 1; Keith, Blake, and Co., solicitors, The Chantry, Norwich.

EMERY (William), 125, Old-street, St. Luke's, London. Oct. 12; H. Emery, solicitor, 3, Arboretum-street, Derby.

EPES (John M.D.), 39, Great Russell-street, W.C. Sept. 30; W. H. Macon, solicitor, 18, Fenchurch-street.

FELLOWS (Robt.), Shotesham-park, Norfolk. Nov. 10; F. Fox, solicitor, Surrey-court, Norwich.

FIELDING (Capt. J. C.), Ceylon. Dec. 25; Hart and Davies, solicitors, Abchurch-lane, Spornes-lane.

FISHER (Ralph B.), Old-hill, near Tunbridge. Oct. 24; J. C. Tompkins, solicitor, 15, York-place, Portman-square.

GRAZEBROOK (Henry), Chertsey, Surrey. Sept. 29; Grazebrook, Pain and Co., solicitors, Chertsey, Surrey.

HALLIDAY (Michael F.), 30, Thurlow-place, Brompton. Sept. 18; Bailey, Shaw, and Co., solicitors, 5, Berners-street.

HARRIS (Thomas E.), Newcastle-on-Tyne. Sept. 21; Graham and Co., solicitors, 25, Charles-street, St. James's-square.

HORNBY (William), Southsea. Oct. 1; Binstead and Elliott, solicitors, 16, High-street, Portsmouth.

HUNT (Catherine), Sandford Lodge, Clifton-road, Brighton. Sept. 29; Humphreys and Co., solicitors, 119, Newgate-street, London.

JONES (Edward), 228, High-street, Bangor. Oct. 1; Thos. Foulkes, solicitor, Bangor, Carnarvon.

KALLOWAY (Martha), 65, Gibson-square, Islington. Sept. 1; Copinger and Co., solicitors, 22, Essex-street, Strand.

LAPRAIR (Douglas), Hong Kong, late of the Oaks, Acton. Jan. 1, 1870; Brooks and Co., solicitors, 7, Godliman-street, Doctors'-commons.

LOMAX (Johnson), Bolton, Lancashire. Oct. 1; J. Greenough, solicitor, 8, Acrefield, Bolton.

OMIE (Eliza), 21, Albion-street, Hyde Park. Sept.; Lee, Pemberton, and Co., 44, Lincoln's-inn-fields.

PARISH (H. D.), 9, Manchester-street, Manchester-square. Oct. 2; Stuart and Baly, solicitors, 6, Gray's-inn-square.

PATTEN (Louisa J.), 17, Upper Woburn-place. Oct. 3; R. J. Patten, 1, Verulam-buildings.

PREEDY (Ann), 49, Crescent-mews, Wilton-crescent. Sept. 1; F. W. Pamphill, solicitor, 5, John-street, Adelphi.

REDMAN (Edwd.), 13, Douglas-road, Canonbury. Sept. 6; Kimber and Ellis, solicitors, 79, Lombard-street.

REYNOLDS (Joshua), Newton St. Faiths, Norfolk. Oct. 1; Keith, Blake, and Co., solicitors, The Chantry, Norwich.

SAVILLE (James), Leeds, Yorks. Oct. 1; Chas. Bulmer, solicitor, 73, Albion-street, Leeds.

SCHOFIELD (Mary), York-place, Brighton. Sept. 29; Clark and Howlett, solicitors, 8, Ship-street, Brighton.

SLINGSBY (Sir Chas.), Scriven-park, near Knaresborough. Oct. 1; Hirst and Capes, solicitors, Knaresborough.

SMITH (Edward), 6, Victoria-road, Kentish-town. Sept. 11; Smith and Son, solicitors, Richmond, Surrey.

STRAGLAND (Chas. H.), Lower Mitcham, Surrey. Oct. 1; R. and W. B. Smith, solicitors, 7, New-square.

STEWART (William D.), 5, Tenterden-street, Hanover-square. Oct. 15; Whitakers and Woolbert, solicitors, 12, Lincoln's-inn-fields.

THOMPSON (Robt.), Calvert-street, Norwich. Dec. 21; F. Fox, solicitor, Surrey-court, Norwich.

TINGLE (Peter), Loxley, Ecclesfield. Oct. 1; Rogers and Thomas, solicitors, Bank-street, Sheffield.

WHITE (Maria), Pierce-lodge, Lordship-lane, Surrey. Sept. 29; J. R. Adams, solicitor, 15, Old Jewry Chambers.

UNCLAIMED STOCK AND DIVIDENDS IN THE BANK OF ENGLAND.

[Transferred to the Commissioners for the Reduction of the National Debt, and which will be paid to the person respectively whose names are prefixed to each, in three months, unless other claimants sooner appear.]

PATTERSON (William), Lincoln's-inn-fields. Dividend on 244 10s. Long Annuities. Claimant, Ann Kendall (widow of sole executor).

SARR (Thos. L.), Aldboro' Hatch, Barking side, Essex. Dividend on 664 18s. 1d. Reduced Three per Cent. Annuities. Claimant, said Thomas L. Smith.

A MONSTER BILL.—The Bill for consolidating and amending the Acts relating to merchant shipping and navigation has been issued. It extends over 300 folio pages, and comprises 733 clauses and 35 pages of schedules.

ACTS OF PARLIAMENT.—The number of public Acts passed in the recent session was 117 against 130 in the preceding year. In the session just ended the local statutes numbered 182, and in the last year 159.

THE TICHBORNE CASE.—Vice-Chancellor James held a court, at the Black Horse inn, Shere, near Guildford, at which Mr. Richard Sydenham, the printer and publisher of the *Poole Pilot*, appeared to show cause why he should not be committed for a contempt of court, in publishing in his newspaper an article vindicating in strong terms the claims of the alleged Sir Roger Doughty Tichborne (a party to a suit pending in the court) to the Tichborne title and estates. Mr. Chapman Barber appeared for the present infant possessor of the estates, Sir Henry Alfred Tichborne, and having read the article from the respondent's newspaper, applied that he should be committed for contempt. Dr. Tristram appeared for Mr. Sydenham, and put in an affidavit expressing the deep regret of the respondent at having published the article. The learned counsel said that the strong remarks against the present claimant which had appeared in other newspapers had led his client to believe that he had a right to comment on the case. The Vice-Chancellor said that a gross contempt of court had been committed, and at first he was strongly inclined to send the respondent to prison. The public press had been cautioned by previous proceedings in the court in this very case, that it had no right to comment upon or interfere with a pending suit. As the respondent had expressed his regret he would order him to pay the costs of the application; but in all future cases the full punitive power vested in the court would be exercised.

FATAL ACCIDENT TO A SOLICITOR.—The coroner for Southampton held an inquest of the body of Mr. Bunyan Maskey, a solicitor, a large practice for many years in that town, registrar of marriages for the district, and well known throughout the county of Hants. It appears that about a fortnight ago the deceased, who was very fond of riding, went on horseback to see a client living at Freemantle, about two miles from Southampton. On his way home he called at the house of a friend, and remained there a short time the horse, which was rather fresh, being near while turned into an adjoining meadow. Deceased appeared to be in his usual good health and spirits, and on his departure his friends followed him to the door to wish him good bye. He remounted, but had ridden not more than a dozen strides when he was seen to fall forward, an slipping down by the horse's neck, he fell head to the ground head foremost. He was picked up insensible and bleeding, and was conveyed to his home in a cab in charge of a medical man. It was found he had suffered a severe concussion of the spine, the whole of the lower portion of his body being paralysed. He regained his senses, but after lingering in great pain for many days he died from the injuries received in the fall. It is supposed the accident arose from deceased being suddenly seized with one of the fits of giddiness in the head to which he was subject. He was lately a member of the corporation of Southampton, and was sixty-nine years of age. A verdict of accidental death was returned.

THE LAW COURTS' SITE.—The Master of the Rolls was among those who were examined before the Commons' Select Committee, which has just been considering the question of a site for the new courts. Lord Romilly being asked by the chairman which of the two proposed sites he considered most convenient, rather startled the querist by proposing to say a few words on the question whether we want any site at all. His Lordship proceeded to state that in his opinion we need take a completely unnecessary and wasteful expenditure of money in building new courts at all present. He does not believe that new courts are wanted, and he is convinced that we do not know what courts will be required. We have got from the Judicature Commission a report which they propose a complete alteration in the system of judicature and appeal; and it will be singular inconvenience if, after we have built a new courts, we find that we have got some which are not wanted, and others which are not suited for the purpose required; in short, that so much money has been thrown away. He maintains that we ought not to build any new courts until we have ascertained what changes in the judicature are required. A great alteration in the law impending, which will require a corresponding alteration in the courts. As to the concentration of courts, he allows that this will be an advantage to solicitors in large practice by enabling them to keep one or two fewer clerks; but he does not believe it will be any advantage to the general public. In the crowding and bustle that must arise strangers will not know where to find the court they want; and to the suitors it will not cause a saving of a penny per cent. in costs.

"THE CHIEF CLERK."—Readers of the new paper reports of the proceedings in the law court

are often puzzled to understand the functions of a personage who usually plays an important part in them—the chief clerk. The nature of that officer's functions is fully explained in the evidence given before the Scottish Law Courts Commission by Mr. George Hume, one of the taxing masters in Chancery. Mr. Hume said:—The Masters in Chancery Abolition Bill (15 & 16 Vict. c. 80), which established the system of conducting business in the chambers of the equity judges, enacts that each judge shall have the sole power to order what matters and things shall be investigated by and before his chief clerks, either with or without his direction, during their progress, and what by himself. The business of the judge's chambers is conducted under the immediate control and direction of the judge; and the great safeguard of the system is the ready access to the judge, on the part both of the chief clerk and of the suitor, whenever necessary. The judge personally hears and decides all questions which he may direct to be brought before him, or which are adjourned to him by the chief clerk for his consideration; and for that purpose the judge sits in chambers once or twice in every week during the sittings of the court, from three or half-past three o'clock in the afternoon until five or six o'clock, as may be required, as well as at other times on any urgent occasion. Where the parties desire to have the assistance of counsel on each side, cases adjourned by the chief clerk are usually heard by the judge in open court during the ordinary sittings of the court. The judge is also at all times accessible to the chief clerk for advice and assistance in any proceedings pending in chambers; and in all cases any party interested in the proceedings has the right to have any question brought formally before the judge, for his personal opinion or decision. The chief clerks must by statute have the qualification of ten years' practice as solicitors immediately preceding their appointment. They are, therefore, from their practical knowledge and experience, fully competent to discharge the important duties of their office. It is obvious that every inquiry, account, investigation of a pedigree, allowance of debts, &c., requires the exercise of what may be called "judicial discretion;" and even decisions upon application for time to answer may be called "judicial." These cases necessarily involve mixed questions of law and fact, and the principle upon which the business in chambers is conducted is that the chief clerk investigates all these matters; and then, if a question either of law or fact arises, which the chief clerk for his own guidance considers proper, or any of the parties desire, to refer to the judge, this is done as a matter of course, not in the nature of appeal or review, but for the decision of the judge himself in lieu of that of his chief clerk. In such cases the question may be adjourned for the judge in chambers or in court, or be reserved by the chief clerk's certificate for the decision of the court on hearing the cause on further consideration, according to the nature of the question and the convenience and wishes of the parties; and in these cases it is the duty of the chief clerk to see that all the evidence is complete, and the question ripe for the court or judge. The whole principle is that the chief clerk should transact such business as from the nature and importance of the question involved may safely be entrusted to a solicitor of experience; and that whenever during the proceedings a question of any kind arises which ought to be disposed of by the judge, this may be done in a ready and inexpensive manner. Counsel are not heard before the chief clerks in proceedings in chambers.

THE BENCH AND THE BAR.

ASSIZE INTELLIGENCE.

NORTHERN CIRCUIT.

Liverpool, Aug. 13.—The commission was opened here yesterday afternoon, and their Lordships commenced the business of the assize this morning. The list looks a very heavy one, there being 108 entries of causes, 51 of which are special juries, but it may be that it will turn out more or less a "rotten" one. The calendar is unusually light, there being 42 cases only, comprising 58 prisoners, none of which promise to be of remarkable importance.

Mr. James Fallon, barrister-at-law, has been appointed recorder of Tewkesbury.

STIPENDIARY MAGISTRATE FOR MANCHESTER.—Sir William Mantle has received the appointment of stipendiary magistrate for the Manchester division, rendered vacant by the death of Mr. H. L. Trafford.

REVISING BARRISTERSHIPS.—The Lord Chief Baron has appointed Mr. G. Francis and Mr. J. Phillips additional revising barristers for Kent, and Mr. R. Williams (son of Mr. Justice Williams) additional revising barrister for Surrey.

The Lord Chancellor has offered the rectory of

St. Mary, Stafford, vacant by the elevation of the Right Rev. Dr. Cowie to the Bishopric of Auckland, to the Hon. Adelbert Anson, M.A., of Christ Church, Oxford, vicar of St. Michael's, Handsworth, near Birmingham, a brother of the Earl of Lichfield, but he has declined it. The Lord Chancellor had previously offered it to the Rev. F. J. Wood, M.A., curate of St. Peter's, Leeds, a nephew of his Lordship, who also declined it.

MAGISTRATE AND PARISH LAWYER.

NOTES OF NEW DECISIONS.

POOR LAW—IRREMOVABILITY OF PAUPER—UNION.—By the combined effect of 4 & 5 Will. 4, c. 76, s. 109, 24 & 25 Vict. c. 55, s. 12, and 28 & 29 Vict. c. 74, s. 8, a pauper is irremovable who resides one year in "any number of parishes . . . incorporated for the relief or maintenance of the poor under any local Act." By a local Act of Parliament the parish of Pool was incorporated with certain other parishes and townships in one united district, to be called the "Montgomery and Pool United District;" the guardians of the united district to hold the house of industry which had been established by former local Acts, and to elect directors who should have the governance and control of the house of industry and the poor to be received therein; but each parish or other place within the united district was to have the separate care of the poor belonging to it, or who should be sent or received into the house of industry from it, and was to maintain or provide for them at the separate expense of such parish or place either in the house of industry or elsewhere, and might send its poor to the house of industry and take them out again at its discretion. Certain paupers who had resided for more than a year in the united district, but for less than that period in the particular division to which they had last removed, were by an order of justices directed to be removed from that division to the place of their last legal settlement. On appeal from the justices' order: Held, that the "Montgomery and Pool United District" was a union within the meaning of the above Acts of Parliament, and therefore that the paupers having resided for more than a year in the united district, were irremovable: (*Guardians of the Poor of Machynlleth v. The Churchwardens, &c., of Pool*, 20 L. T. Rep. N. S. 951. Q.B.)

A MAGISTRATE FINED 5*l.* FOR ILLEGAL FISHING.—Mr. Tomkyns Dew, of Whitney Court, a magistrate for the county of Hereford, and late high sheriff for the same, has been fined 5*l.* by his brother magistrates for using a fixed engine, called a "stopping net," in fishing for salmon in the river Wye, along the banks of which river Mr. Dew is a considerable landholder. Mr. Gwillim, of Hereford, conducted the prosecution at the instance of the Wye Fishery Board. The information was laid under the 24 & 25 Vict. c. 109, s. 11, which enacts, that "no fixed engine of any description shall be placed or used for catching salmon in any inland or tidal waters; but the section shall not affect any ancient right or mode of fishing lawfully exercised at the time of the passing of the Act by any person by virtue of any grant, charter, or immemorial usage." By the interpretation clause of the same statute fixed engines include putchers, and by sect. 29 of the 28 & 29 Vict. c. 121, the term fixed engine applies to "any net fixed to the soil, or made stationary in any other way." Mr. Justice Lush ruled accordingly in the recent case, *Holford v. George*, 3 L. Rep. 639. The court having inflicted a fine of 5*l.* upon the defendant, Mr. Dew gave notice of appeal.

EMBEZZLEMENT BY A PARTNER.—The first case of alleged embezzlement by a partner has just been tried at the Leeds Circuit Court under the statute of last year, resulting in a verdict of not guilty, the point of difficulty having been whether the facts alleged constituted embezzlement, or only proved a lax mode of keeping accounts. It was stated that after the partnership had gone on for some time the partners, Wanstall and Willis, quarrelled, and one of them, Willis, took possession of the books, and handed them to an accountant. The day after this the cash book was handed to the prisoner Wanstall to enter any payments he might have received, and he entered a great number, which had been omitted during a period of eighteen months, amounting to 145*l.*, which sum, however, he claimed by an entry on the credit side that he was entitled to draw. The indictment charged three small sums not in the list thus handed in. The special case for the defence was strong, but it is easy to see from the

above how difficult it will often be to establish a charge of embezzlement against partners. It is only natural that they should do strong things against each other merely to protect themselves and without any intention to defraud; and it may be doubted whether the facts stated, if proved, would have constituted a case. If the attempt had been to show that there was no pretence for the claim of 145*l.* at all, it would have been more plausible; but obviously the omission of one or two of the payments might be an oversight.

MR. JUSTICE HANNEN AND THE NEW BEERHOUSE ACT.—In his charge to the grand jury at the Liverpool assizes, Mr. Justice Hannen alluded to the new Beerhouse Act, some portions of which he said, he regarded as full of good promise. He considered the old beerhouse regulations as most ineffective, as the great facilities afforded for the acquisition of a beerhouse licence rendered almost nugatory the requirements that the applicants for licences should be persons of good character. In fact, so easy was it found to obtain testimonials as to character, that there was no security as to the *bona fides* of the applicants. He was, however, happy to say that under the new Act there was no stereotyped form in which a man could obtain a certificate of good character, and it would in future be the duty of the magistrates to ascertain, by careful inquiry, if the applicant's character was really good. In addition to this, the power now vested in the magistrates of depriving a man, under certain circumstances, of the right to keep a beerhouse; would doubtless be productive of the best results. For instance, the magistrates have now the power to deprive a person of his or her licence if the house became disorderly or frequented by thieves, prostitutes, or other bad characters. Although it was not made a specific ground for depriving a man of his licence that he should habitually supply persons already drunk with more drink, yet when the question arose whether or not the house was disorderly, the man who was proved to have repeatedly supplied persons already drunk with more drink would afford the most cogent evidence that his house was disorderly, inasmuch as nothing so much tended to disorder as such a practice. Another excellent provision of the new Act was, that not only should a person who kept his house open after the proper hour be liable to a fine, but that those persons who were found there should also be liable. His Lordship in conclusion said that they must not be disappointed if the good results of recent legislation were neither immediate nor even speedy. It would be a work of time to change the habits of the people, and it was his opinion that no great change could be hoped for until not only the facilities but the inclination for drinking were greatly decreased. To produce such good effects they must look for a great spread of education amongst the masses, whose tastes and amusements it would be wise to simultaneously enlarge and improve.

HANGING.—Whatever grounds may be urged for retaining or abolishing capital punishment, there is one question connected with the subject which hardly receives the attention it deserves. Assuming that it is necessary to put an end to the earthly career of a certain class of criminals, that object is fully gained by the quickest and most merciful means; we are agreed that life should be extinguished without torture, and it is equally objectionable to kick the condemned man from time into eternity, so to speak. Now our own way of killing a criminal is by throttling him. Is this process unnecessarily painful or not? The general opinion of the community is that a criminal who is hanged suffers little if any pain; that dislocation of the neck is ensured, and that thereupon sensation is at an end almost immediately. We find that the unhappy man was "launched into eternity," and as the launch was all over before respectable people were down to breakfast, we trouble ourselves little on the subject; and, indeed, it is by no means a pleasant matter for contemplation. Yet if we made inquiry at Newgate we should find that of the many criminals executed at that prison during the last twenty years, perhaps only two or three have had their necks dislocated. The others have died of sheer strangulation. There is, therefore, good reason for believing that hanging is an unequal punishment. No doubt all executions seem alike, but that is because, since one miserable wretch a few years ago got his feet on to the scaffold after the drop had fallen, an ingenious and elaborate adjustment of leather straps was devised to prevent such ghastly accidents in future. If those whose duty has compelled them to stand near the gallows on the occasion of many executions told us truthfully what really happens, we believe they would give the following account. When the drop falls the culprit struggles violently for about three-quarters of a minute; his head then droops on one side, he becomes motionless, and at this moment the reporters say he is "launched into eternity." Reporters are, however, liable to error, and never more so than on these

terrible occasions, when the account of the closing scene is generally written beforehand. Though the man is motionless, the end is not yet; the culprit, reviving from his faint, returns again to time from eternity, and the violent heaving of his chest shows the fearful nature of a second struggle, which would be evident to all but for the happy thought of the straps. This second agony varies in duration very much according to the manner in which the executioner has exercised his skill; but its average duration is about two minutes, measured by our time. We believe this to be a fair account of what takes place at most executions. The details, of course, vary according to the dexterity of the hangman. People would be horrified at the suggestion, but there can be no doubt that few officials more require a certificate from the Civil Service Commissioners than the executioner. The slightest error in adjusting the noose, any miscalculation in the length of the drop, may make the suffering tenfold greater in one case than in another. The truth is, we apprehend, that hanging, even when skillfully performed, is but a barbarous mode of putting an end to life, and unskillfully performed there is reason to fear that it becomes positive torture; and, moreover, the mere difference in the weight of the culprits renders it at all times an unequal punishment. Heavy murderers escape much of the pain we inflict on lighter villains. Now that executions are no longer conducted in public, and the faults in our system, if faults there be, may remain concealed within the prison walls for an indefinite time, might it not be advisable to consider whether our mode of execution is really the best one possible? Might not this very method be rendered almost painless by one of the many agents known to modern medicine? Suppose that dreadful white cap were at the last moment drenched with chloroform, for instance?—*Pall-Mall Gazette*.

REAL PROPERTY LAWYER AND CONVEYANCER.

NOTES OF NEW DECISIONS.

DOWER.—D. devised his freehold and personal estate in trust to permit his wife and five children to receive the rents and profits, subject to the payment of debts. After the date of the will real estate was conveyed to him, without any declaration against dower. The widow was held to be excluded from dower by the 9th, but not by the 4th section of the Dower Act: (*Rowland v. Cuthbertson*, 20 L. T. Rep. N. S. 938. M. R.)

MORTGAGE—FORECLOSURE—REDEMPTION.—Judgment-creditors of a mortgagor who had not issued execution, were made defendants to a foreclosure suit. It was held that, if they should issue execution and the return to the writs should be made before the expiration of the six months allowed for redemption, they would be entitled to redeem, but not otherwise: (*Mildred v. Austin*, 20 L. T. Rep. N. S. 939. M. R.)

MORTGAGE—POLICY OF ASSURANCE—PREMIUMS.—The mortgagee of a policy of assurance gives C. an equitable charge on it. B. paid the premiums down to his death, and his administrator to 1868, when the life dropped, and the policy became due. B.'s administrators were held to be entitled in priority over C., in respect of the moneys he had expended out of B.'s estate in payment of premiums he had paid on the policy, but not in respect of premiums paid by B. in his lifetime: (*Norris v. The Caledonian Insurance Company*, 20 L. T. Rep. N. S. 939. M. R.)

PARTITION ACT.—A bill was filed under this Act for a partition. The parties afterwards desired that part of the property should be partitioned, and the rest sold. The court was of opinion that this might be done, and made order accordingly: (*Roebuck v. Chadebet*, 20 L. T. Rep. N. S. 940. M. R.)

WILL.—B. gave to his wife all his household furniture "and property of every description" that he might be possessed of at the time of his death, and also moneys in his possession, or that might be due to him. Realty was held not to be included in this gift: (*Ex parte Yates*, 20 L. T. Rep. N. S. 940. V. C. S.)

ANTE-NUPTIAL SETTLEMENT—VOID AGAINST CREDITORS.—When an action for debt was pending against him, B. assigned all his property in trust for his intended wife for life with remainder to his son absolutely. The marriage took place immediately afterwards. B. had previously cohabited with her, and they had lived alone in the same house for many years. The settlement was held to be fraudulent, and

the wife to be a party to the fraud, and that it was void as against the creditors: (*Bulmer v. Hunter*, 20 L. T. Rep. N. S. 942. V. C. M.)

THE LAND LAWS.—A correspondent of the *Scotsman* states that some advanced Liberal members of the House of Commons are endeavouring to form a society, the objects of which will be to discuss, and thoroughly develop the land question in all its phases. It will seek to test and enlighten public opinion on all points which come fairly within its programme, and it is thought that even before next session sufficient progress will be made to give the Government great encouragement in any courageous policy upon which they may resolve, and also to indicate to them how far they may go in the direction which the necessities of the Irish case will suggest. The organisation, it is added, is not yet ripe for publicity, but the preliminary meetings have been attended by such members as Mr. Mill, Mr. Jacob Bright, Sir H. Hoare, Mr. Fawcett, Sir C. W. Dilke, &c., and they will have associated with them several colleagues of the artisan order. The result is likely to be made known very soon if the effort to form a society receives encouragement.

JOINT-STOCK COMPANIES' LAW JOURNAL.

NOTES OF NEW DECISIONS.

WINDING-UP—ASSURANCE COMPANY—INCORPORATION—CREDITORS.—A mutual marine insurance association had been formed in Feb. 1862. The rules of the association provided that the members should severally (not jointly or in partnership), and each in proportion to the amount of his own insurance, insure the ships of the said members for a year certain, and so on from year to year, unless notice to the contrary should be given. That this and the other rules should form part of and be read with the policy. The affairs of the association were to be managed by a committee, and all moneys kept at a banker's in their names. All sums to be paid by the association to members who should sustain losses, were to be ascertained and settled by the committee, and payment thereof prescribed in a particular manner. In cases of loss the owner of the ship was to remain a member of the association for a period of six months. In case of sale of a ship his liability was to cease from the date of the transfer. The mode of doing business was as follows:—A person desirous of insuring his ship and becoming a member, sent a written application to that effect to the secretary. Upon the application being accepted, he became a member, and executed a power of attorney, empowering the secretary to recover and receive from all persons liable to pay or contribute all sums which were or should become due to the executing parties. The association was never incorporated or registered. An order to wind it up had been pronounced in July 1865, and a call was proposed to be made by the official liquidator, on a list of contributors settled in chambers: Held, on the summons being adjourned into court—1. That the propriety of granting the winding-up order could not now be called in question. 2. That such order did not vary or alter the relative rights of the parties under their contract. 3. That the liability of each member extended only to the payment of such proportions as the rules and regulations prescribed of the various losses occurring during the period of the existence of his policy. 4. That payment to the secretary as prescribed by the rules discharged a member so paying to the extent of the payment. 5. That outside creditors were not creditors of the association, but must look to the individual members who gave the orders to them for satisfaction. 6. That the costs of the winding-up were to be borne by both payers and receivers, under the rules of the association, *pro rata*, according to the respective amounts of payments or receipts: (*The London Marine Insurance Corporation*, 20 L. T. Rep. N. S. 943. V. C. James.)

SALE OF SHARES—CUSTOM OF STOCK EXCHANGE.—A. sold a certain number of shares in a joint-stock company to B., and C. purchased of B. a similar number of shares in the same company. These purchases were made subject to the regulations of the Stock Exchange. Upon the name day B. gave to A. the name of C. as the ultimate purchaser of the shares which he had brought from A. A. executed a transfer of the shares to C., and delivered the transfer and share certificates to him. C. retained the

transfer and certificates, but did not execute the former. Calls having been subsequently made on the shares, A. brought an action against C. for an indemnity in respect thereof. The declaration in the action alleged a contract between A. and C. that, in consideration that A. would sell to C. the shares, and would execute and deliver a transfer of them to C., C. would accept and execute such transfer, and pay for the shares, and indemnify A. against subsequent liabilities in respect thereof: Held, upon a traverse of this contract:—Per Kelly, C. B., and Pigott, B. that the contract was proved, and the plaintiff could recover; Per Channell and Cleasby, BB., the plaintiff could not recover, inasmuch as there was no such contract as that alleged between A. and C.: (*Davis v. Haycock*, 20 L. T. Rep. N. S. 954. Ex.)

An application was made to the vacation judge in Chancery for the appointment of a provisional liquidator of the Albert Life Office, whose outstanding policies amount to between 3,000,000. and 4,000,000. It is understood (the *Times* says) that in order to avoid the consequences that would inevitably result from a sudden and unqualified liquidation—bad in all cases, but absolutely ruinous in assurance matters—a scheme will be submitted to the policy holders, through which, by their consenting to sacrifice some moderate proportion of their policies, the company may be reconstructed on a basis that will leave no doubt thenceforth of its stability.

MARITIME LAW.

NOTES OF NEW DECISIONS.

FREIGHT—APPORTIONMENT—CONSIDERATION—RESCISSION OF CONTRACT—EVIDENCE.—The plaintiffs shipped goods on board the defendants' ship, to be carried and conveyed, as stated by the bill of lading, "via Colon (Aspinwall) and Panama to San Francisco; that is to say, by arrangement between the West India and Pacific Steamship Company (Limited), the Panama Railroad Company, and the Pacific Mail Steamship Company, to be carried to Colon (Aspinwall) by packets of the said West Indian Pacific Steamship Company, from Colon (Aspinwall) to Panama by the Panama Railroad Company, and thence to the port of destination by the Pacific Mail Steamship Company . . . freight and prime to be considered as earned, ship lost or not lost; the freight being 14l. 5s. per ton, payable in Liverpool. The whole freight at the aforesaid rate was paid to the defendants' agent at Liverpool, and the bill of lading was signed by him "for the service from London to Colon (Aspinwall)," and by the agent of the two other companies "for the service from Colon (Aspinwall) to San Francisco." The arrangement entered into between the companies for the division of the freight was set forth in the special case, being 3l. 5s. to the defendants, 4l. per ton to the Panama Railway Company, and 7l. per ton to the Pacific Mail Steamship Company. The ship having sailed from Liverpool, was lost, with all her cargo, before reaching Colon (Aspinwall), and the defendants, after receiving notice of the loss, paid over to the two other companies their proportion of the freight which had been paid by the plaintiffs. The plaintiffs having brought an action against the defendants for the recovery of the proportion of freight paid over to the two other companies, viz., for the carriage of the goods from Colon (Aspinwall) to San Francisco: Held, that the bill of lading, though in form one instrument, contained three separate contracts, and that the freight which had been paid in one entire sum was apportionable between the three companies; that for that purpose the court might look at the agreement between the three companies which accompanied the case; that the goods having been lost on the first stage of the journey, without default of the plaintiffs, they were entitled to recover back, as upon a failure of consideration, the amount of freight paid over by the defendants to the two other companies, and that the defendants were properly made the defendants in the action: (*Greeves v. The West India and Pacific Steamship Company*, 20 L. T. Rep. N. S. 952. Q. B.)

ADMIRALTY COURT—APPEAL PRACTICE—APPEAL FROM COUNTY COURT.—Sect. 31 of the County Courts Admiralty Act enacts that "no appeal shall be allowed unless the amount decreed or ordered to be due exceeds the sum of 50l." This restriction was held to apply only

to appeals by defendants: (*The Doctor Van Thunen Tellow*, 20 L. T. Rep. N. S. 960. Adm. Court.)

BANKRUPTCY LAW.

NOTES OF NEW DECISIONS.

SHARES IN JOINT-STOCK COMPANY—FORFEITURE.—By the deed of settlement of a joint-stock banking company, registered under the Act 7 Geo. 4, c. 96, it was proved that every proprietor of shares in the company should on demand by the board of directors pay any debt owing from him to the company (except calls on shares for which a distinct provision was made), and that the share or shares of every proprietor who should omit so to do should be liable to be forfeited to the company for the benefit of the other proprietors thereof; and that every proprietor whose share or shares should be so forfeited should be thereupon considered as expelled from the company; but that the forfeiture should not discharge the debt due from him to the company. A. was the proprietor of seventy-one shares in the company, with whom he also kept a banking account. In Dec. 1867 his account was overdrawn to the extent of 8000*l.*, this sum being partly secured by an equitable deposit of some deeds with the company. On the 25th Nov. the company served him with notice to pay the balance due on or before the 2nd Dec. On the 28th Nov. he filed a declaration of insolvency, and on the 29th Nov. he was adjudicated a bankrupt on the petition of the company. The debt not having been paid, the directors on the 3rd Dec. passed a resolution of forfeiture of A.'s shares to the company. The company realised their mortgage security, and then sought to prove against A.'s estate for the balance remaining due to them, which was 6284*l.* The commissioner held that the company could only prove for the balance, after deducting the value of the forfeited shares, and directed the value of them to be ascertained. On appeal, held that the company were entitled to prove for the whole balance of 6284*l.* The order made was that the company claiming the shares as absolute owners, and not asserting any lien upon them the proof was to be admitted without prejudice to any right of the assignees to question the forfeiture: (*Ex parte Rippon, re Andrew*, 20 L. T. Rep. N. S. 936. Ch.)

CORRESPONDENCE OF THE PROFESSION.

(Note.—This department of the LAW TIMES being open to free discussion on all professional topics, the Editor is not responsible for any opinions or statements contained in it.)

COUNTY COURT—COSTS.—I shall be obliged by any of your numerous correspondents giving me their opinion on the following points: First, Can the registrar of a County Court legally allow, on taxation of costs as between party and party, the fees for letter before action; instructions to sue; attendance and entering of pleadings, including particulars and copies, such particulars being signed by the attorney, when the person entering the pleadings is not an attorney in the action, and when he, in fact, did not enter the pleadings or sign the particulars accompanying the summons: (*vide* Schedule of Costs and Rules Regulating the Practice of the County Courts.) Secondly, Can the registrar, on taxation of costs, allow any witnesses' attendance on trial other than those allowed by the judge? I ask these questions because the registrar of a County Court, against the protest of myself as the attorney for a defendant, has allowed the costs of letter, &c., where a person who entered the pleadings was not the attorney conducting the cause; as also where the registrar allowed costs for witnesses' attendance, &c., other than those allowed by the judge on trial (although protested against by myself), the registrar alleging, as his authority, that after the court broke up (and therefore behind the back of myself) he had a conversation with the judge, who directed him to allow the costs of attendance of certain witnesses previously refused.

A PRACTITIONER IN THE COUNTY COURTS.

KAIN'S SYSTEM OF SOLICITORS' BOOK-KEEPING.—I much admire this system, but should like to have some explanation of the principal's account in the private ledger, for a business sole (Triple Column System, 8th edit., p. 54), which I cannot understand. Is this account intended to answer to the cash account in the private ledger for a partnership, and thus show from time to time the balance of cash in hand? If so, how is

it that the cash paid into the bank for working capital (50*l.*), is entered in the account? The amount of cash received for the first month is entered 282*l.* 15*s.* 6*d.*, and the amount paid 264*l.* 5*s.*, how can the "balance underdrawn of 31*l.* 9*s.* 6*d.*" represent the cash in hand? The cash in hand must be 18*l.* 10*s.* 6*d.* and I therefore should like to know what this sum of 31*l.* 9*s.* 6*d.* "balance underdrawn," is intended to represent.

A SOLICITOR.

FINAL EXAMINATION.—In reply to "Students," I beg to say that he will find "A course of Reading for the Final Examination of the Incorporated Law Society," by Dr. A. K. Rolit, an invaluable guide in his preparation. I and others of my friends have derived from it not only excellent advice as to the books to read, but also most valuable hints as to the manner of reading generally. I know several gentlemen who have gained prizes, and have attributed their success in a great measure to the information contained in this pamphlet, which may be had, I believe, at the office of the LAW TIMES. E. L. P. Bristol, Aug. 10, 1869.

THE BANKRUPTCY ACTS—NEW RULES.—I observe that new rules are to be framed by the Lord Chancellor and chief judge for regulating the practice. I trust a clean sweep will be made, and that the whole of the existing General Orders and County Court rules will be rescinded, and that the new code of orders and rules will be the only ones to which reference will be required to be made, and that you, Mr. Editor, will keep your eye upon this point. J. E.

INVASION.—Annexed I send copy of a circular letter going the rounds of this neighbourhood. I need scarcely state that it, though bearing the same printed address as this letter, does not in any way emanate from me, or anyone connected with my office, and I shall feel obliged by your giving publicity to this and the annexed copy letter in your next impression. GEO. EATON. 17, Parliament-street, Hull, 12th Aug. 1869.

LAW—GREAT SAVING OF TIME AND EXPENSE.

A solicitor, well read in the principles of conveyancing and having a collection of the most approved precedents and drafts settled by counsel, draws mortgages for the profession at one-fourth the usual charge; and, having proper assistance, can fulfil instructions for any ordinary draft by return of post.

Practical suggestions submitted (if desired) without fee.

Names of clients need not be exposed. Full address required, with instructions, which should particularly mention such matters as mortgage being or not being in possession, number of persons on each part, &c.

Fees by post-office order, on receipt of draft, payable by return of post, receipt of which will be acknowledged; or, if desired, arrangements for quarterly payments can be entered into.

The salary of an experienced conveyancing clerk may thus be saved, and dispatch insured; and it is hoped only a cursory revision of drafts will be necessary.

Please address first communication—A. B. G., post-office, Hull. 17, Parliament-street, Hull.

EFFECT OF A RETAINER.—I beg to suggest that the questions raised by A., should be referred to the committee of the Saw Grinders' Union, at Sheffield.

A SOLICITOR OF FORTY-FIVE YEARS' STANDING.

NOTES AND QUERIES ON POINTS OF PRACTICE.

(N.B.—None are inserted unless the name and address of the writers are sent, not necessarily for publication, but as a guarantee for bona fides.)

Queries.

67. **ADULTERY.**—A man marries and has children by his wife. He enlists and goes abroad. His wife hears that he is dead, and marries again in twelve years thereafter. Ten years after that she discovers that he is alive and cohabiting with another woman. An action is brought against him for the maintenance of his wife. He pleads her adultery by way of defence. Can such a plea avail, she bona fide believing, and having good reason to believe, that her husband was dead when she contracted the second marriage, and ceasing to cohabit with her second (quasi) husband when she found her bona fide husband was still alive? Cases analogous to or bearing on the point are desired. CONJUX.

68. **WITNESS IN COUNTY COURT—COSTS.**—Oblige me by your opinion as to whether an attorney can charge for a witness in a County Court case, although he did not put him in the box, consequently plaintiff could not cross-examine him. A similar case was brought before one of the judges some years ago, and the expenses were disallowed because the witness was not of any use; the judge ruling that before a witness's expenses can be allowed he must be examined and cross-examined, if thought necessary, by one or both parties; otherwise, the judge said, a bill of costs may be run up to any amount at the caprice of the attorney having charge of the case. I believe there has been no alteration of late years. A SUFFERER.

69. **COUNTY COURT—FRIENDLY SOCIETY.**—Can proceedings be taken in the County Court against A. B., the treasurer of an unenrolled friendly society, on his note of hand made payable to the trustees for the time being of the friendly society, for money in his hands at the time the note of hand was given; and by whom should the proceedings be taken—the present trustees or the trustees at the time the note was given? The amount is under 50*l.* W. E.

70. **MORTGAGE—FORECLOSURE.**—A. executes a mortgage of property to B., in consideration of 183*l.* paid by B. for A., but subject to a proviso for redemption on payment of 200*l.* Can B. foreclose for the 200*l.*, or can A. redeem the property on paying the 183*l.*? ALFRED WALLETT DEACON.

71. **JUDGMENT-DEBTOR IN THE COUNTY COURT.**—Can a judgment-debtor, against whom an order of commitment has been made by a County Court judge, and who subsequently makes a deed of composition which is registered, be taken under the previous order, or is he protected from arrest by the registrar's certificate? I think I observed a recent decision that his arrest was justifiable, but cannot find it. Any reference will oblige. A. C. S.

72. **ARTICLED CLERKS.**—For what length of time (during his articles), can a clerk be absent abroad, with leave from his principal, without forfeiting his articles of apprenticeship? B.

73. **BEERHOUSE ACT—TIME FOR NOTICES.**—If justices adjourn the annual licensing meeting for twenty-two days, can beersellers who have omitted to give proper notice for the annual licensing meeting give a sufficient notice for the adjourned meeting? Or must the notices acted on "at any adjournment" have been given in time for the original meeting? M. C.

74. **COPYHOLDS—LEASE OF.**—A., without a licence from the lord of the manor, demised and leased certain hereditaments to B., to hold unto B., his executors, administrators, and assigns, from the 29th Sept. then next for the term of three years, and at the expiration of such term of three years, for the further term of three years, and at the expiration of such further term of three years, for the further term of one year, and fully to be complete and ended if the custom or customs of the manor under which the said hereditaments are holden will admit of the same without prejudice thereto, or forfeiture thereof, but not otherwise. B. has been in possession five years. Is the lease valid, or does it work a forfeiture of the estate to the lord of the manor on account of its having been granted without a licence. U. V.

Answers.

(Q. 66.) **INTESTATE.**—In the case put by "X. Z.," an assignment to the sister from her brother, the administrator, will be necessary, in order to complete her title to her moiety of the leaseholds under the Statute of Distributions; for, until his assent in this manner, she can have no power over the property. The form of assignment would be very simple. It would merely recite the ownership of the deceased, his death and intestacy, the grant of letters of administration, and then the administrator, assigns, and covenants that he has not incumbered. W. T.

LAW SOCIETIES.

INCORPORATED LAW SOCIETY.
ANNUAL REPORT OF THE COUNCIL.
(Continued from page 292.)
The Bankruptcy Bill 1869.

The most important Bill before Parliament during the present session, so far as the administration of the law is concerned, has been the Bill to Consolidate and Amend the Laws of Bankruptcy, brought in by the Attorney-General and Solicitor-General. This Bill, the general purport of which was to abolish officialism, and to take the administration of bankrupts' estates, to a great extent, out of the control of the court, and to place it in the hands of the creditors themselves, as originally framed, was open to the most grave objections, owing no doubt in a great measure to the fact that it had evidently been drawn by a gentleman unacquainted with the practical working of bankruptcy law.

The council, at an early stage of this Bill, put themselves in communication with the Attorney-General, who received, with a readiness and attention which the council feel bound to acknowledge, all their suggestions, and the result was that before the Bill was committed, a considerable number of important amendments had been made in accordance with the views of the council, although the Bill still contained numerous provisions which appeared to be very objectionable. It was, however, not deemed necessary or desirable on this occasion to present a petition to the House on the subject, as the council had the advantage of the valuable assistance in the house of one of their number—Mr. G. B. Gregory—who ably urged their views in committee on the Bill, and was instrumental in carrying some very important amendments.

As the Bill has yet to pass through the House of Lords, the council do not consider it desirable here to enter into any details as to the provisions of the Bill in its present form, further than to state that they believe that the proposed transfer of the jurisdiction, in bankruptcy, in the pro-

vinces from the district courts to the County Courts, is a mistaken measure; but as the Government entertained very strong views upon this subject, and as those views were shared by so many members of Parliament taking an active part in commercial questions, the council were satisfied that any opposition to this part of the Bill would have been useless.

County Courts Proceedings Bill.

A Bill was introduced into the House of Commons in the early part of this Session by Mr. Norwood, Mr. Akroyd, and Mr. Mundella, to "further facilitate proceedings in the County Courts," the principal objects of the Bill being to enable plaintiffs to sue in their own districts without the necessity of obtaining leave from the registrar; to extend the operation of the Bills of Exchange Act, and the provisions as to judgment by default; also to make the consent of the plaintiff necessary to authorise the judge to extend the time for payment. But the Bill contained the vice of restricting the provision as to plaintiffs suing in their own districts to cases only of plaintiffs for goods sold "to be dealt with by defendant in the way of his trade."

The council would have taken the opportunity of this Bill being before the House to have presented a petition on the subject of the concurrent jurisdiction of the Superior Courts, had they seen any probability of such a step being attended with any useful result, but the council were satisfied that in the present state of opinion in the House of Commons on the subject of the County Courts, any such petition would not have received attention, and they therefore confined their attention to endeavouring, as far as practicable, to improve the practice of the County Courts, and to remove the evils that now exist. For this purpose they proposed to introduce into the Bill, amendments for extending its operation to all claims, and to increase the scale of costs in cases under the intended Act. With this view the council communicated with Mr. Norwood, who expressed his willingness to adopt the views of the council; but on the 28th May the order for resuming the adjourned debate was discharged, and the Bill withdrawn; the House expressing an unwillingness to entertain any measures affecting the procedure of the courts pending the publication of the report of the Judicial Commission.

Admiralty Jurisdiction (County Courts) Bill.

A Bill, under the title of the Admiralty Jurisdiction (County Courts) Bill, was brought into the House of Commons this Session by Mr. Norwood, Mr. Headlam, and Mr. Candlish. This Bill, although by its title it purported only to affect admiralty jurisdiction, in fact proposed to transfer from the Superior Courts to the County Courts, having admiralty jurisdiction, all claims not exceeding 300*l.*, arising on charter-parties, bills of lading, or other contracts respecting the use or hire of ships, or in respect of freight, demurrage, average, short delivery, or damage to cargo; and generally any claim "relating to any ship or the goods carried therein, except insurance."

The result of this Bill would have been to hand over to the County Courts the most important and best class of business that at present occupies the attention of the common law courts; business of a character which, at present, the County Courts are quite incapable of dealing with satisfactorily; while it would leave the time of the common law judges to be occupied only with the most inferior kind of litigation.

The council considered this measure to be open to the most serious objections, and accordingly three of their number waited on Mr. Norwood, and explained to him their objections to the Bill, in the hope that he and his colleagues might be induced to withdraw it. They did not, however, find that gentleman disposed to change his own views respecting the Bill, and the council therefore determined to present a petition against it; but any further action on the part of the council became unnecessary, as, for the same reasons as those which led to the withdrawal of the County Courts Proceedings Bill, the second reading of this Bill was adjourned, and ultimately the Bill was withdrawn.

Lectures and Classes.

In November last the lecturers and readers appointed in 1867 entered upon a second course of their lectures and classes.

The number of subscribers to the lectures was 171, and to the classes 63, being, in the aggregate, rather in excess of last year.

The names of the lecturers and readers are as follows:—Mr. T. Ll. Murray Browne, of Lincoln's Inn—Conveyancing and the Law of Real Property; Sir George Young, Bart., of Lincoln's Inn—Equity; Mr. C. H. Anderson, of the Temple—Common Law and Mercantile Law.

The Preliminary, Intermediate, and Final Examinations.

The number of candidates who have presented themselves at these examinations during the past year has been unusually large; so much so that

the proposed new hall is rendered more than ever necessary, as the appropriation, not only of the existing hall, but other rooms in the society's building, is attended with the greatest inconvenience.

It is a source of much gratification to find that this branch of the Profession is so steadily advancing; and the council think that, to the establishment of an examination in general knowledge before articles of clerkship, may be ascribed the improvement in the moral tone of the candidates for admission to the ranks of the Profession, which is the best safeguard against any abuse of that confidence which so frequently places the property, and even the honour of a client, in the hands of his professional adviser.

The result of the several examinations is as follows:—

Preliminary Examination.—In July 1868, 114 candidates passed, and 32 were postponed; in October, 151 passed, and 43 were postponed; in Feb. 1869, 163 passed, and 56 were postponed; and in May last, 187 passed, and 51 were postponed.

Intermediate Examination.—In Michaelmas Term 1868, 144 candidates passed, and 9 were postponed in Hilary Term, 1869, 92 passed, and 11 were postponed; in Easter Term, 1869, 169 passed, and 16 were postponed; and in Trinity Term last, 145 passed, and 15 were postponed.

Final Examination.—In Michaelmas Term, 1868, 86 candidates passed, and 27 were postponed; in Hilary Term, 1869, 102 passed, and 11 were postponed; in Easter Term, 1869, 64 passed, and 17 were postponed; and in Trinity Term last, 149 passed, and 29 were postponed.

Prizes.—The appendix to this report contains a list of all the candidates who have obtained prizes, certificates of merit, or other honorary distinction. (a)

Usages of the Profession.

During the past year, questions relating to the following subjects have been referred to the council, upon which they have given their opinion—viz., costs under special conditions; procuration fee on a mortgage transaction; costs of perusing and obtaining execution of a deed of appointment of new trustees under special circumstances; costs of lease and counterpart; costs on surrender of old and grant of a new lease; as to receipt by relator's solicitor for costs, being a discharge to the defendants, in a suit in which the Attorney-General is informant; responsibility of parties to a lease with reference to a penalty incurred in consequence of the insufficiency of the stamp.

Matters relating to Attorneys.

The attention of the council has been directed to numerous cases affecting the character of attorneys and solicitors, some of which the council were compelled, in the interest of the public and the Profession, to bring to the notice of the court.

The names of three solicitors have been removed from the roll, and two have been suspended from practising for a time. In two other instances, rules nisi have been obtained, and they are enlarged to next term.

The council have felt it their duty to oppose three applications for restoration to the roll, two of which have been refused, and the third is adjourned for further hearing.

It has also been necessary to oppose several applications for the renewal of attorneys' certificates, which have been allowed to expire. In one case a substantial fine was imposed, in addition to the payment of all arrears of duty. In other instances, orders were made on the payment of the arrears of duty, and a small fine.

Affairs of the Society.

The members will recollect that, at a special meeting of the society, held on the 4th Feb. last, some amended plans of the alterations in and additions to the society's building were submitted for their consideration; and the council stated that, inasmuch as these plans had created a considerable addition to the estimate originally given, the sum of 16,000*l.*, which they were authorised to borrow, was then considered to be insufficient.

A resolution was accordingly passed, authorising the council to obtain an advance of a sum not exceeding 25,000*l.* for the purposes of the new works.

The council have since accepted the tender of Messrs. G. Trollope and Sons; and they are glad to be able to state that the tender fell so far short of the estimate, that it will not be necessary, at least for the present, that the society should borrow more than 15,000*l.*

The alterations and additions now in progress are, mainly, as follows:—

The opening of a large area, immediately adjoining the north side of the great hall, with a view of ventilating the entire building; an improvement which is at present very much required.

The enlargement of the present entrance in Bell Yard.

The erection of a large hall on first floor of the new building, for the purposes of the examinations.

(a) This appendix will be sent to the members very shortly.

tions, with a separate entrance, and lavatories for the use of the students. The size and position of this hall, besides providing for a very pressing want, will leave the existing hall free at all times for the use of the members, the appropriation of which, at the time of the examinations, has been the cause of great inconvenience to the members of the society.

The alterations will also embrace a variety of improvements in the premises occupied by the club, and a new set of strong rooms in the basement.

The new catalogue is now printed, and each member may obtain, without charge, a copy, on application to the librarian, who is instructed to require a receipt for it.

The council have received a communication from Mr. B. F. Watson on the subject of deficiencies in the collection of the Private Acts, in consequence of which a list has been forwarded to Mr. Watson, who has kindly offered his aid in procuring such as are wanting. A collection of these Acts is in the possession of the Earl of Lichfield, as Custos Rotulorum of the County of Stafford: Mrs. Salt, the widow of the late Wm. Salt, Esq., having presented to that county a very valuable collection of books and manuscripts, including Private Acts of Parliament.

Mr. C. H. Collette, of 23, Lincoln's-inn-fields, has been authorised by the widow of a brother of the late Mr. Mendham, to offer for the acceptance of the society a large and valuable collection of tracts and works of the Fathers on the Roman controversy, comprising about 1000 volumes. The council accepted this very handsome donation, which is, at the request of Mrs. Mendham, to be called "The Mendham Collection."

471 volumes have been added to the library by donations and purchases since the last general meeting.

Donations of books have also been received from the following gentlemen:—Messrs. Bower and Cotton; E. F. Burton, Esq.; C. M. Clode, Esq.; J. M. Davenport, Esq. (2); S. E. Donne, Esq. (3); Messrs. Few and Co.; W. Flux, Esq.; B. A. Heywood, Esq. (2); Inner Temple; W. A. Oliver, Esq.; C. Robinson, Esq., U.S.; A. Scratchley, Esq.; C. Tracey, Esq., War York; War Secretary, per Sir Henry James; Robt. Wilson, Esq.

Prints of some of the local and personal, and private Acts of Parliament passed in the session 1868 have been presented by the Parliamentary agents, and the residue have been purchased.

The Colonial Office and India Board have continued to supply prints of the Acts passed in the colonies and Indian Presidencies.

The council announce, with regret, three vacancies on their board, one occasioned by the death of Mr. Ralph Barnes, of Exeter, and two others by the retirement of Mr. Edward Leigh Pemberton and Mr. James Leman.

Mr. Ralph Barnes was one of the first members of the society, practising in the country, represented on this council; and, having regard to the high position he occupied in the Profession, and his great intellectual attainments, his loss is deeply felt.

Mr. Pemberton and Mr. Leman have both been members of the council for many years, and have taken upon themselves their full share of the duties which attach to the office, not only of a member of the council, but the more arduous one of president. Nothing but the increasing pressure of the business thrown upon the council would have induced them to accept the resignation of these two gentlemen, who both felt that their absence from the board was the cause of much inconvenience to their colleagues.

The auditor's report has been open for the inspection of the members since the 15th April last.

There are now 2232 members of the society; 1634 residing in town, and 598 in the country.

PROMOTIONS & APPOINTMENTS

Mr. Charles Wood, of Runcorn, Cheshire, has been appointed a Commissioner to administer oaths in Chancery in England, and a Commissioner to administer oaths in the Courts of Queen's Bench, Common Pleas, and Exchequer.

Mr. Charles Edward Challinor, of Hanley, in the county of Stafford, solicitor, has been appointed by the Lord Chancellor a Commissioner to administer Oaths in Chancery in England; and by the Lord Chief Justice of the Court of Common Pleas, a Perpetual Commissioner for taking the Acknowledgments of Deeds by Married Women.

LEGAL NEWS.

The Esmonde will case has at last been brought to a termination. Dr. Ball summed up for the defendants, abandoning the charges of undue influence and fraud. Mr. Macdonogh replied for the plaintiffs. Judge Lawson charged the jury.

confining their attention to the question of capacity at the time of the execution of the will. The jury, after twelve minutes' consideration, found a verdict establishing the will.

FRIENDLY SOCIETIES.—A Parliamentary return which has been issued shows that 463 friendly societies in England and Wales have deposited their rules with the registrar under the Act of 1855, which provides that if a friendly society established for any purpose which is not illegal, whose rules have not been certified by the registrar, shall deposit a copy of its rules with him, all disputes shall be decided in a manner directed by such rules without appeal; the rules to be enforced in the County Court, or if they contain no directions application may be made in the first instance to the County Court; and summary proceedings may be taken before justices against any member or other person withholding or misapplying the property of the society. Of the 463 societies more than two-thirds are in four counties—namely, 137 in Lancashire, 112 in Yorkshire, 40 in Middlesex, 26 in Nottinghamshire.

WILLS AND BEQUESTS.—The wills of the under-mentioned have been proved in country registries—viz., George Hall Lawrence (Liverpool), under 140,000.; Henry Stanley Robert Pearce (Winchester), 80,000.; Edmund Robinson (York), 100,000.; and Edward Lloyd (York), 50,000.—The will of the Right Hon. Frances Dowager Countess of Albemarle, of South Audley-street was administered to in Her Majesty's Court of Probate in London, on the 4th ult., and the personal sworn under 30,000. Her ladyship was twice married, first, in 1816, to Augustus Frederick Keppel, fifth Earl of Albemarle, who died without issue in 1851; secondly, in 1861 (as third wife), to Lieut.-Col. the Hon. Peregrine Cust, son of the first Baron Brownlow, and brother of John, Earl Brownlow. Her ladyship died at Lyons, on 16th May last, having executed her will 14th July 1863, with two codicils, the last dated 13th Jan. 1867. The executors and trustees appointed are her husband, the Hon. Peregrine Cust, and her brother, Mr. George John Steer. Her ladyship was the daughter of Mr. Charles Steer, of Chichester, and possessed a power of appointment, under the will of her late uncle, William Steer, over a sum of 20,000. and other property, and in execution thereof appoints to her husband a sum of 5000., and also leaves him the interest arising from the remaining sum and from the other property, for his life; and upon his decease the same is to be divided among several of her relatives who are described in her will. The residue of her property, on the decease of her husband, she bequeaths to her said brother, Mr. George John Steer, absolutely.—The will of Mr. Peter Maze, of Portland-place, was proved under 350,000. personally. It bears date Nov. 19, 1853, with two codicils, 1855 and 1863. The executors appointed are his nephew, the Rev. Maze William Gregory, M.A., Mr. Philip William Skynne Miles, and Mr. Arthur John Knapp, solicitor, both of Bristol. The testator died May 14 last, aged 63. He bequeaths to his wife an immediate legacy of 1000., and an annuity of 400l.; to his sister, Emma Gordon, a legacy of 2000. and an annuity of 2000l.; and he has left legacies to his nephews, nieces, cousins, and others. He leaves a sum of 50,000. for the younger children of his daughter and only child Charlotte Emma Blackburn Maze (the testator requiring the surname of Maze to be used by the successor of his estates, and the family arms quartered with his). His real estates he had settled upon his daughter and her issue. To his son-in-law, William Ireland Blackburne Maze, he leaves, as a token of esteem and affection, a legacy of 4500.; the residue of his real and personal estate to be applied to augmentation of his freeholds. By his will he has left a contingent interest in 35,000. to several charitable institutions, and by his last codicil he has made absolute the following bequests to charitable institutions—viz., Bristol Infirmary, 10000.; General Hospital at Bristol, 1000.; Bristol Penitentiary, 5000.; Bristol Protestant Association, 2500.; London Female Aid Society, 2500. These institutions, together with the Seamen's Hospital at Bristol, are included in the contingent bequest. All legacies are to be paid free of duty. The will of Miss Jane Morris, late of 7, Connaught-place, Hyde Park, was proved in London under 140,000. The executors appointed are Mr. Henry Rücker, of Wandsworth, and Mr. James Morris, her brother. To each she leaves a legacy of 5000. The will is dated the 17th July 1866, and testatrix died on the 6th April last, aged seventy. She has made very many liberal bequests. She has left liberal legacies to her servants; to James Davis, a blind man, at Bath, she leaves 6s. a week for his life. She appoints her brother James Morris residuary legatee. There are the following charitable bequests:—To the schools at North Malvern, Morris Mill-lane, and Barnard's-green, 5000.; the dispensary at Great Malvern, 3000.; clothing club, Great Malvern, 500.; the Horticultural Society, Great Malvern, 500.

THE GAZETTES.

Professional Partnerships Dissolved.

Gazette, Aug. 6.

DRAKE, HENRY, and BLEWITT, WILLIAM, solicitors, Cloak-la. Aug. 3.
HUGHES, EDWIN, and MUSKETT, GEORGE JOHN FREDERICK, solicitors, Woolwich. July 31

Bankrupts.

To surrender at the Bankrupts' Court, Basinghall-street.
Gazette, Aug. 13.

BALLS, DANIEL, builder (trading as Curtis and Balls), Norwich. Pet. Aug. 6. O. A. Paget. Sols. Sole and Co., Aldermanbury, and Coaks, Norwich. Sur. Aug. 27.
BARKER, boot dealer, Manden-ter, Hammersmith. Pet. July 12. O. A. Paget. Sols. Meechale, Farnival-inn, and Becke and Co., Northampton. Sur. Aug. 27.
BATT, ALFRED, coach builder, Henry-st. and Upper William-st., St. John's-wood. Pet. Aug. 9. O. A. Paget. Sol. Godfrey, Gray's-inn. Sur. Aug. 25.
BOWDEN, ROBERT, carpenter, Dale-rd. and Falkland-rd., Kentish-town. Pet. Aug. 10. Reg. Brougham. O. A. Paget. Sol. Biddles, South-sq., Gray's-inn. Sur. Aug. 27.
CHAMBERS, HENRY ROLLANDS, commission agent, St. John's-hill-grove, Wandsworth. Pet. Aug. 31. Reg. Murray. O. A. Parkins. Sol. Cooke, Gresham-bldgs, Guildhall. Sur. Aug. 27.
CHRELD, JOSEPH, out of employment, Benwell-rd., Holloway. Pet. Aug. 9. O. A. Paget. Sols. Ley and Co., Water-la, Great Tower-st. Sur. Aug. 25.
COHEN, SAMUEL, out of business, Dean-st., Soho. Pet. Aug. 3. O. A. Paget. Sol. Webster, Basinghall-st. Sur. Aug. 25.
DELAPIERRE, THOMAS, no occupation, County Terrace-st., New Kent-rd. Pet. Aug. 11. O. A. Paget. Sols. Elmale and Co., Leadenhall-st. Sur. Aug. 31.
DOWLEN, MARK, saddler, Guildford. Pet. Aug. 10. O. A. Paget. Sol. White, Dane's-inn, Strand, and Guildford. Sur. Aug. 27.
FLATMAN, JOHN, ironmonger, Thurlow-pl. and Mount-villas, Lower Norwood. Pet. Aug. 6. O. A. Paget. Sol. Needham, New-inn. Sur. Aug. 25.
GREEN, GEORGE, builder, Chippenham-pl., Paddington. Pet. Aug. 6. O. A. Paget. Sol. Poole, Bartholomew-close. Sur. Aug. 25.
HARRIS, JOHN, commission agent, Laurence-la, and Great Prescott-st., Goodman's-fields (trading as James Harrington and Co.), Pet. Aug. 9. Reg. Brougham. O. A. Paget. Sol. Biddles, South-sq., Gray's-inn. Sur. Aug. 27.
HAWKINS, HENRY JOHN, out of business, Weekham. Pet. Aug. 11. O. A. Paget. Sols. Lewis, Munns, and Co., Old Jewry, and Messrs. Tanner, Newbury. Sur. Aug. 30.
HESSE, DAVID EDWARD, hotel keeper, Park-field-villas, Tottenham. Pet. Aug. 6. Reg. Murray. O. A. Parkins. Sol. Harrison, Basinghall-st. Sur. Aug. 25.
HOBART, AUGUSTUS CHARLES, in the service of the Imperial Ottoman Government, Queen's Hotel, Aldergate-st. Pet. Aug. 9. O. A. Paget. Sols. Messrs. Sydney, Finsbury-circus. Sur. Aug. 27.
HUTCHINSON, WILLIAM, grocer, Lancaster-st., Blackfriars-rd. Pet. Aug. 10. O. A. Paget. Sols. Kynaston and Gasquet, King's Arms-yard, Moorgate-st. Sur. Aug. 25.
JAMES, THOMAS MORGAN, estate agent, Pentonville-rd., King's-cross, and Clarence-ter, Seven Sisters-rd., Holloway. Pet. Aug. 10. Reg. Paget. O. A. Graham. Sol. Drake, Basinghall-st. Sur. Aug. 25.
JOHNSON, ROBERT, jun., coal merchant, Lowestoft, and Norwich. Pet. Aug. 5. O. A. Paget. Sols. Nichols and Co., Cook's-st., Lincoln's-inn. Sur. Aug. 25.
LEWIS, EDWIN ALFRED, surgeon's assistant, South Moulton-st. Pet. Aug. 10. O. A. Paget. Sol. Goatley, Bow-st., Covent-garden. Sur. Aug. 27.
MAKEHAM, THOMAS BROOK, straw hat warehouseman, Wood-st. Pet. Aug. 2. O. A. Paget. Sol. Ashurst and Co., Old Jewry. Sur. Aug. 25.
MCGEORGE, JONAS, stove manufacturer, Glasshouse-st., Regent-st. Pet. June 3. Reg. Pepps. O. A. Graham. Sol. Hicks, Francis-ter, Hackney-vic. Sur. Aug. 25.
MOORE, CHARLES WOODWARD, out of business, Bayham-st., Camden-rd. Pet. Aug. 7. Reg. Brougham. O. A. Paget. Sol. Biddles, South-sq., Gray's-inn. Sur. Aug. 25.
NEEDHAM, THOMAS, clerk, Canonbury-rd., Islington. Pet. Aug. 7. O. A. Paget. Sol. Beard, Basinghall-st. Sur. Aug. 25.
PARKER, JOB, dealer in timber, Waltham New Town. Pet. Aug. 9. O. A. Paget. Sol. Godfrey, Hatton-garden. Sur. Aug. 27.
PITFIELD, WILLIAM AUGUSTUS, mourning band maker, Brunswick-villas, Camberwell. Pet. Aug. 9. O. A. Paget. Sol. Beard, Basinghall-st. Sur. Aug. 27.
SMITH, JAMES HENRY, machinist, East-rd., City-rd. Pet. July 21. O. A. Paget. Sols. Gregory and Co., Bedford-row. Sur. Aug. 31.
SNOWDEN, ISAAC, cutter, Old-st., St. Luke's. Pet. Aug. 9. O. A. Paget. Sol. Norton, Great Swan-alley, Moorgate-st. Sur. Aug. 27.
WALE, WILLIAM HENRY, refreshment house keeper, Greenwich, and billiard marker, Stratford. Pet. Aug. 6. O. A. Paget. Sol. Layton, Navvies-cottage, Bow-rd. Sur. Aug. 25.
WHITE, GEORGE, grocer, Clare-st., Clare-market. Pet. Aug. 9. Reg. Pepps. O. A. Graham. Sol. Godfrey, Hatton-garden. Sur. Aug. 25.
WILLIAMS, JOHN GRAINGER, grocer, Tunbridge Wells. Pet. Aug. 4. O. A. Paget. Sol. Eyre, John-st., Bedford-row. Sur. Aug. 24.
WILLINGALE, WILLIAM, out of business, Earl-st. Kensington. Pet. Aug. 9. O. A. Paget. Sol. Marshall, Lincoln's-inn-fields. Sur. Aug. 27.

To surrender in the County.

ARMSTRONG, WILLIAM, captain from Royal Marine Light Infantry Little Anglesey. Pet. July 31. Reg. & O. A. Howard. Sol. Hoskins, Gosport. Sur. Sept. 2.
BARFORD, THOMAS, contractor, Incol, near Preston. Pet. June 18. Reg. & O. A. Myres. Sols. Plant and Abbott, Preston. Sur. Aug. 24.
BANKBY, MARY ANN, farmer, Bristol, and Totterdown, near Bristol. Pet. June 18. Reg. & O. A. Harley and Gibbs. Sur. Aug. 25.
BANKS, THOMAS, Twerton. Pet. Aug. 4. O. A. Smith. Sol. Wilson, Bath. Sur. Aug. 25.
BARLOW, JOHN, boot dealer, Sheffield. Pet. Aug. 9. Reg. & O. A. Wake and Rodgers. Sol. Cleary, Sheffield. Sur. Sept. 1.
BAXENDALE, THOMAS MELLOR, out of business, Hulme. Pet. Aug. 5. Reg. & O. A. Kay. Sol. Ambler, Manchester. Sur. Sept. 8.
BILLINGHAM, BENJAMIN, grocer, Birmingham. Pet. Aug. 10. Reg. & O. A. Guest. Sol. Rowlands, Birmingham. Sur. Aug. 27.
BROWN, ROBERT, agent, Cronkyslaw, Rochdale. Pet. Aug. 9. Reg. & O. A. Jackson. Sol. Standing, jun., Rochdale. Sur. Aug. 25.
BROWN, JAMES PHILIP, out of business, Warbleton. Pet. Aug. 6. Reg. & O. A. Baker. Sol. Philbrick, Hastings. Sur. Aug. 26.
BROWN, JOHN, grocer, Haverigg, in Milton. Pet. Aug. 9. Reg. & O. A. Were. Sol. Postlewaite, Ulverston. Sur. Aug. 24.
BUSSCOUGH, JOHN, provision dealer, Preston. Pet. July 16. Reg. & O. A. Myers. Sur. Sept. 7.
BURY, JOHN, potter, Longton. Pet. Aug. 9. Reg. & O. A. Keary. Sol. Stevens, Stoke-upon-Trent. Sur. Aug. 25.
CASTREE, WILLIAM, sheet iron roller, Stourbridge. Pet. Aug. 8. Reg. & O. A. Harward. Sol. Collis, Stourbridge. Sur. Aug. 30.
CLACKTON, JOSEPH, ironmonger, Marple. Pet. Aug. 3. Reg. Maerae. O. A. Meech. Sol. Johnston, Stockport. Sur. Aug. 27.
COKERILL, HENRY, farmer, Great Ayton. Pet. Aug. 9. Reg. & O. A. Perkins. Sol. Palmer, Stokesley. Sur. Aug. 27.
COOPER, JAMES, coal merchant, Loxells near Birmingham. Pet. Aug. 11. Reg. Hill, O. A. Kinnear. Sol. Fallows, Birmingham. Sur. Aug. 27.
CONNOLLY, FRANCIS, joiner, Halliwell. Pet. Aug. 9. Reg. & O. A. Holden. Sols. Edge and Dawson, Bolton. Sur. Aug. 25.
COSTERTON, JAMES HAMILTON, attorney, Manchester. Pet. Aug. 5. Reg. & O. A. Kay. Sol. Ambler, Manchester. Sur. Sept. 8.
CROSSLAND, FREDERICK WILLIAM, share broker, Huddersfield. Pet. July 30. O. A. Young. Sols. Mills, Huddersfield, and Bond and Barwick, Leeds. Sur. Aug. 23.
DAVIES, DAVID, farmer, Gulesfield. Pet. Aug. 10. O. A. Turner. Sols. Jones, Peterson, and Jones, Liverpool, agents for Yearsley, Walspool. Sur. Aug. 25.
DAVIS, JOHN, iron roller, Walbrook Close, Searley. Pet. Aug. 6. Reg. & O. A. Walker. Sol. Stokes, Cusley. Sur. Aug. 24.
FIELDER, ALFRED, steel merchant, Sheffield. Pet. Aug. 9. O. A. Young. Sol. Fernel, Sheffield. Sur. Sept. 1.
FURZE, ELIZABETH ROLSTON widow, Brixham. Pet. Aug. 4. Reg. & O. A. Bryett. Sol. Carter, Torquay. Sur. Aug. 24.

HALSTEAD, JAMES, clogger, Haywood. Pet. July 23. Reg. & O. A. Grundy. Sol. Law, Manchester. Sur. Aug. 25.
HARDING, ROBERT, insurance agent, Cardiff. Pet. Aug. 9. Reg. Wilde. O. A. Acraman. Sols. Clifton and Mosely, Bristol. Sur. Aug. 25.
HARRISON, ROBERT, cart driver, Bishop Auckland. Pet. Aug. 10. Reg. & O. A. Trotter. Sol. Brignall, jun., Durham. Sur. Aug. 29.
HARROLD, WILLIAM, framework knitter, Leicester. Pet. Aug. 7. Reg. & O. A. Ingram. Sol. Petty, Leicester. Sur. Sept. 13.
HARRISON, GEORGE, builder, Newcastle. Pet. Aug. 10. Reg. Gibson. O. A. Laidman. Sol. Joel, Newcastle. Sur. Aug. 11.
HOLT, JAMES, grocer, Everton, Liverpool. Pet. Aug. 11. O. A. Turner. Sol. Mordan, Liverpool. Sur. Aug. 25.
HOWE, ISAAC, grocer, Carlisle. Pet. Aug. 10. Reg. & O. A. Halton. Sol. McAlpin, Carlisle. Sur. Aug. 25.
HUCKINGS, CHARLES, journeyman carpenter, Frimley. Pet. Aug. 9. Reg. & O. A. Hollett. Sol. Begbie, Strand. Sur. Sept. 2.
HUTCHINGS, WILLIAM, fitter, Netherthorpe, in Banbury. Sur. Aug. 7. Reg. & O. A. Fortescue. Sol. Kilby, Banbury. Sur. Aug. 23.
JEREMY, CHARLES, beer-seller, Gloucester. Pet. July 17. Reg. & O. A. Wilton. Sur. Aug. 25.
JOHNSTONE, ROBERT GORDON HOPE, gentleman, Brighton. Pet. Aug. 10. Reg. & O. A. Baker. Sur. Aug. 27.
JONES, BELZALEL, slate maker, Goresden, near Carnarvon. Pet. Aug. 10. O. A. Hughes, Liverpool. Sur. Aug. 25.
KEMMER, GEORGE, bricklayer, Brighton. Pet. Aug. 10. Reg. & O. A. Baker. Sur. Aug. 25.
LAISTER, JOSEPH, butcher, Sheffield. Pet. Aug. 11. Reg. & O. A. Wainwright. Sols. Messrs. Binney, Sheffield. Sur. Aug. 25.
LEWIS, JOHN, taylor, Broughton. Pet. Aug. 9. O. A. Young. Sols. Hadding and Beevor, Workson, and Smith and Burdakin, Sheffield. Sur. Sept. 1.
LOVE, WILLIAM, beer-seller, St. Helen's. Pet. Aug. 7. Reg. & O. A. Andrus. Sol. Haddock, St. Helen's. Sur. Aug. 24.
LUDLAM, WILLIAM, beer-seller, Bradford. Pet. Aug. 7. Reg. & O. A. Robinson. Sol. Hutchinson, Bradford. Sur. Aug. 24.
MARRIOTT, WILLIAM BAWSON, farmer, Man-field. Pet. Aug. 10. Reg. Tudor. O. A. Harris. Sol. Beik, Nottingham. Sur. Aug. 24.
MARTIN, GEORGE, taylor, York. Pet. Aug. 11. Reg. & O. A. Perkins. Sol. Mann, York. Sur. Aug. 25.
MARTIN, JAMES, journeyman baker, Penryn. Pet. Aug. 9. Reg. & O. A. Tilly. Sol. Jenkins, Penryn. Sur. Aug. 23.
MILLER, SAMUEL, estate agent, Eastbourne. Pet. Aug. 10. Reg. & O. A. Baker. Sur. Aug. 25.
MOORE, CHARLES FREDERICK, bookkeeper, Everton, Liverpool. Pet. Aug. 10. O. A. Turner. Sol. Parker, Liverpool. Sur. Aug. 25.
NEIGHBOUR, EDMUND, Lower Streatham. Pet. July 18. Reg. & O. A. Hollett. Sur. Aug. 25.
NOBLE, CHARLES, out of business, Swansea. Pet. Aug. 9. Reg. Wilde. O. A. Acraman. Sols. Smith, Lewis, and Jones, Swansea, and Press and Inkup, Bristol. Sur. Aug. 23.
NORRINGTON, THOMAS, clogger, Idle, near Bradford. Pet. Aug. 10. Reg. & O. A. Robinson. Sol. Rhodes, Bradford. Sur. Aug. 24.
PICKARD, CHARLES, widow, glass dealer, Boston. Pet. Aug. 7. Reg. & O. A. Standland. Sol. Bean, Boston. Sur. Aug. 25.
PICKARD, CHARLES, grocer, Leicester. Pet. Aug. 7. Reg. & O. A. Ingram. Sol. Petty, Leicester. Sur. Sept. 13.
PICKARD, ANNE, Fong, Pet. Aug. 10. Reg. & O. A. Robinson. Sol. Rhodes, Birmingham. Sur. Aug. 24.
PIMLOTT, PETER, journeyman smith, West Gorton, near Manchester. Pet. Aug. 7. Reg. & O. A. Kay. Sol. Gardner, Manchester. Sur. Sept. 8.
PITCHFORD, THOMAS, grocer, Tenbury. Pet. Aug. 10. Reg. & O. A. Norris. Sol. Saunders, jun., Cleobury Mortimer. Sur. Aug. 24.
RAWSON, JOHN EBENEZER, grocer, Hulme. Pet. Aug. 10. Reg. & O. A. Hulton. Sol. Mann, Manchester. Sur. Aug. 25.
RICHARDS, ROBERT, out of business, Sneynton. Pet. Aug. 10. Reg. Tudor. O. A. Harris. Sol. Heath, Nottingham. Sur. Aug. 24.
ROWDON, PHILIP CARPENTER, gentleman, Brighton. Pet. Aug. 10. Reg. & O. A. Baker. Sur. Aug. 24.
RUTTY, WILLIAM, steamship broker, Brighton. Pet. Aug. 10. Reg. & O. A. Baker. Sur. Aug. 25.
SAMUEL, LYON, out of business, Lewes. Pet. Aug. 10. Reg. & O. A. Baker. Sur. Aug. 25.
SARGENT, ANTHONY, tailor, Calster. Pet. Aug. 9. Reg. & O. A. Haddelsey. Sols. Saffery and Chambers, Market Rasen. Sur. Aug. 25.
SAUNDERS, EDWIN FREER, agricultural agent, Stamford. Pet. Aug. 9. Reg. & O. A. Sheld and Hough. Sol. Law, Stamford. Sur. Aug. 27.
SHAW, WILLIAM, grocer, Carbrook, Sheffield. Pet. Aug. 11. Reg. & O. A. Wake and Rodgers. Sol. Micklethwaite, Sheffield. Sur. Aug. 25.
SHAW, WILLIAM, coal agent's assistant, Boaling, near Bradford. Pet. Aug. 10. Reg. & O. A. Robinson. Sol. Rhodes, Bradford. Sur. Aug. 24.
SHILCOCK, WILLIAM, sen., builder, Leicester. Pet. Aug. 9. Reg. & O. A. Ingram. Sol. Arnall, Leicester. Sur. Sept. 14.
SLEIGHT, PETER, commission agent Brighton. Pet. Aug. 10. Reg. & O. A. Baker. Sur. Aug. 25.
SMITH, THOMAS, watch motions, Coventry. Pet. Aug. 6. Reg. & O. A. Kirby. Sol. Griffin, Coventry. Sur. Aug. 27.
SMITH, WILLIAM, miller, Garton. Pet. Aug. 11. O. A. Young. Sols. Spurr and Chambers, Hull. Sur. Aug. 25.
SOLOMON, ALEXANDER (known as Alexander Solomon Bernard), out of business, Lewes. Pet. Aug. 10. Reg. & O. A. Baker. Sur. Aug. 27.
STEPHENSON, JOHN, in no business, Liverpool. Pet. Aug. 9. Reg. & O. A. Hime. Sol. Ponton, Liverpool. Sur. Aug. 23.
STRINGER, ALFRED, boot manufacturer, Maldon. Pet. Aug. 9. Reg. & O. A. Codd. Sol. Freeman, Maldon. Sur. Aug. 26.
SUMMERS, WILLIAM, innkeeper, Northgate, Darlington. Pet. Aug. 10. Reg. & O. A. Bowes. Sol. Robinson, Darlington and Richmond. Sur. Aug. 27.
SYKES, JONAS, builder, Sheffield. Pet. Aug. 9. Reg. & O. A. Wake and Rodgers. Sol. Micklethwaite, Sheffield. Sur. Aug. 25.
THOMSON, ANDREW, druggist's assistant, Hanley. Pet. Aug. 10. Reg. & O. A. Challinor. Sol. Welch, Hanley. Sur. Sept. 11.
TREMLET, JOHN WILLIAM, blacksmith, Weston-super-Mare. Pet. Aug. 9. Reg. & O. A. Davies. Sol. James, Weston-super-Mare. Sur. Aug. 25.
WAINWRIGHT, ELEANOR, victualler, Liverpool. Pet. Aug. 2. O. A. Turner. Sol. Catton, Liverpool. Sur. Aug. 24.
WELLS, GEORGE, grocer, Cardiff. Pet. Aug. 2. Reg. Wilde. O. A. Acraman. Sols. Henderson and Salmon, Bristol. Sur. Aug. 23.

Gazette, Aug. 17.

To surrender at the Bankrupts' Court, Basinghall-st.

BEDFORD, CHARLES, shoemaker, Albert-rd., Bow. Pet. Aug. 12. O. A. Paget. Sol. Goatley, Bow-st., Covent-garden. Sur. Aug. 31.
BLACKLEY, CHARLES (trading as Trestall and Blackley), straw hat manufacturer, St. Albans. Pet. Aug. 13. O. A. Paget. Sol. Steadman, London-wall. Sur. Sept. 1.
BLADES, ROBERT SCOTT, tailor, Hounslow. Pet. Aug. 11. Reg. Murray. O. A. Parkins. Sol. Doble, Gresham-st. Sur. Aug. 31.
BROWN, JOHN HENRY, baker, Primrose-st., Bishopgate-st. Without. Pet. Aug. 12. Reg. Brougham. O. A. Paget. Sol. Lawrence, Lincoln's-inn. Sur. Sept. 1.
CRAMER, JOHN, labourer, Little George-st., Portman-sq. Pet. Aug. 12. Reg. Brougham. O. A. Paget. Sol. Watson, Basinghall-st. Sur. Sept. 8.
DOUGHTON, CHARLES, bootmaker, South Norwood. Pet. Aug. 13. O. A. Paget. Sol. Clarke, St. Mary's-sq., Paddington. Sur. Aug. 31.
GAUNTLETT, HENRY FRANCIS, timber merchant, Portsmouth. Pet. Aug. 14. O. A. Paget. Sols. Blackford and Riches, Swan-alley, Moorgate-st. Sur. Sept. 1.
GOODE, WILLIAM, baker, Dalston. Pet. Aug. 14. O. A. Paget. Sol. Fenton, Old-st-rd., near City-rd. Sur. Sept. 1.
GREEN, THOMAS THORNTON, surveyor, Sherland-villas, Twickenham. Pet. Aug. 11. Reg. Pepps. O. A. Graham. Sol. Norris, Acton-st., Gray-inn-rd. Sur. Sept. 1.
HALPHIDE, THOMAS YOUNG, chemist, Norfolk-ter, Bayswater. Pet. Aug. 11. O. A. Paget. Sol. Kipping, Essex-st., Strand. Sur. Aug. 31.
HARRIS, JAMES, beerhouse keeper, South Larrat, near Dartford. Pet. Aug. 12. O. A. Paget. Sol. Peddell, Guildhall-chambers, Basinghall-st. Sur. Aug. 31.
HAWKINS, JAMES, journeyman carpenter, Watford. Pet. Aug. 12. O. A. Paget. Sur. Sept. 2.
HILL, SAMUEL, maker, Old-st-rd., Shorelith. Pet. Aug. 12. O. A. Paget. Sol. Spiller, South-pl., Finsbury. Sur. Aug. 31.
HULL, ROBERT, contractor, Brentwood. Pet. Aug. 13. O. A. Paget. Sol. Preston, Basinghall-st. Sur. Sept. 1.
KEEN, CHARLES, grocer, Park-st., Camden-town. Pet. Aug. 13. Reg. & O. A. Lawrence. Sol. Lincoln's-inn-fds. Sur. Sept. 1.
KNILL, RICHARD, plasterer, Margaret-st., Hackney. Pet. Aug. 12. Reg. Brougham. O. A. Paget. Sol. Rigby, Basinghall-st. Sur. Sept. 1.
LINTHORNE, RICHARD, shipowner, Lymington. Pet. Aug. 13. O. A. Paget. Sols. Stockton and Jupp, Leadenhall-st., and Lomer, Southampton. Sur. Sept. 1.

MASKELL, JAMES HENRY, out of employment, Camden-rd, Camden-town. Pet. Aug. 13. Reg. Murray. O. A. Parkyns. Sol. Rogers, Essex-st, Strand. Sur. Aug. 31.
 MORLEY, WILLIAM, butcher, Blenheim and Nutfield. Pet. Aug. 12. O. A. Paget. Sol. Cooke, Grosvenor-buildings, Basinghall-st. Sur. Aug. 31.
 PEAL, WILLIAM OLIVER, builder, River Smiths, Long Ditton. Pet. Aug. 13. O. A. Paget. Sol. Smith, Denbigh-st, Pimlico. Sur. Sept. 1.
 PEPIATT, LUKE, Great Brickhill, near Leighton Buzzard. Pet. Aug. 14. O. A. Paget. Sol. Buchanan, Basinghall-st. Sur. Sept. 1.
 RUMFORD, RODEN SILVESTER, tailor, Maddox-st, Regent-st. Pet. Aug. 10. O. A. Paget. Sol. Ryan, Lincoln's-inn-fields. Sur. Aug. 27.
 SCALES, CHARLES, brickmaker, Sittingbourne. Pet. Aug. 9. O. A. Paget. Sol. Gibson and Willis, Sittingbourne, and Gibson and Brook, Abchurch-yard. Sur. Aug. 27.
 STONE, ALBERT, baker, Erith. Pet. July 26. O. A. Paget. Sols. Harcourt and Co., Moorgate-st. Sur. Aug. 27.
 STOCKS, THOMAS RICHARD, builder, Danvers-st, and Beaufort-st, Chelsea. Pet. Aug. 9. Reg. Brougham. O. A. Paget. Sol. Draks, Basinghall-st. Sur. Aug. 27.
 STANDEN, WILLIAM, greengrocer, Victoria-villas, Victoria-docks. Pet. Aug. 10. O. A. Paget. Sol. Wood, Basinghall-st. Sur. Aug. 27.
 WOODHAMS, GEORGE, builder, Burdett-rd, Limehouse. Pet. Aug. 12. O. A. Paget. Sol. Reed, Guildhall-chambers, Basinghall-st. Sur. Aug. 31.
 WRIGHT, ROBERT BALL, writer for the press, Great Corn-st, and Fleet-st. Pet. Aug. 12. O. A. Paget. Sols. Keene and Co., Lower Thames-st. Sur. Aug. 31.

To surrender in the Country.

AMES, DAVID, colliery sinker, Emsay. Pet. Aug. 13. Reg. & O. A. Reid. Sol. Rymer, Wrexham. Sur. Sept. 4.
 APPELBY, WILLIAM, brewer, Burton-upon-Trent. Pet. Aug. 12. Reg. Hill. O. A. Kinnear. Sol. Messrs. Hodgson, Birmingham. Sur. Aug. 27.
 BAILEY, JOHN WILLIAM BENTON, coal agent, Gedgey. Pet. Aug. 12. Reg. & O. A. Caparn. Sol. Cammack, Spalding. Sur. Aug. 30.
 BELL, JOSEPH, traveller, Sheffield. Pet. Aug. 12. Reg. & O. A. Bird & Rodgers. Sol. Suggs, Sheffield. Sur. Sept. 1.
 BIRD, HANNAH, spinster, Birmingham. Pet. Aug. 13. Reg. Hill. O. A. Kinnear. Sol. Collis, Birmingham. Sur. Aug. 27.
 BATHCHELOR, GEORGE FRANCIS, cabinet maker, Bristol. Pet. Aug. 12. Reg. & O. A. Harley and Gibbs. Sols. Benson and Elletson, Sur. Aug. 28.
 BLACKBURN, THOMAS, stonemason, Hightown. Pet. Aug. 10. Reg. & O. A. Nelson. Sol. Sykes, Hocknoldwike. Sur. Sept. 2.
 BRANLEY, JOHN, joiner, Whitechapel. Pet. Aug. 14. Reg. & O. A. Coleman. Sol. Jefferson, Pontefract. Sur. Sept. 3.
 BRITTON, JOHN, butcher, Davygate. Pet. Aug. 12. Reg. & O. A. Perkins. Sol. Mann, York. Sur. Aug. 28.
 BROWN, THOMAS (trading as Stoby and Co.), hosier, Manchester. Pet. Aug. 12. Reg. Pardell. O. A. McNeill. Sol. Storey, Manchester. Sur. Aug. 30.
 BUTTERTON, SAMUEL, journeyman potter, Fenton. Pet. Aug. 13. Reg. & O. A. Keary. Sol. Welch, Hanley. Sur. Aug. 28.
 BUTTON, ALFRED JOY, fisherman, Kings-upon-Hull. Pet. Aug. 13. O. A. Young. Sol. Summers, Hull. Sur. Sept. 5.
 CHAMBERLAIN, GEORGE TOWELL, baker, Plymouth. Pet. Aug. 14. Reg. & O. A. Pearce. Sols. Gibson and Moore, Plymouth. Sur. Sept. 1.
 CROSTWATTE, DANIEL, stock broker, Liverpool. Pet. Aug. 12. O. A. Turner. Sol. Pemberton, Liverpool. Sur. Aug. 27.
 DAVENPORT, JOHN, fruiterer, Ardwick. Pet. Aug. 14. Reg. Macrae. O. A. McNeill. Sols. Grundy and Coulson, Manchester. Sur. Aug. 27.
 DAWSON, EDWARD HUNTER, shipowner, Sunderland. Pet. Aug. 13. Reg. Gibson. O. A. Laidman. Sol. Eglington, Sunderland. Sur. Sept. 3.
 DYER, THOMAS, grocer, St. Anstall. Pet. Aug. 13. Reg. & O. A. Carlyon. Sol. Wrofor, Fowey. Sur. Aug. 27.
 EMBURY, JOHN, joiner, Sheffield. Pet. Aug. 12. Reg. & O. A. Wake and Rodgers. Sol. Taylor, Sheffield. Sur. Sept. 1.
 FERRY, JOHN, grocer, Easington. Pet. Aug. 13. Reg. & O. A. Wright. Sol. Bell, Sunderland. Sur. Sept. 4.
 GLOVER, WILLIAM, provision dealer, Liverpool. Pet. Aug. 12. Reg. & O. A. Eady, Liverpool. Sur. Aug. 27.
 GRAVER, JOHN, out of employment, St. Helen's. Pet. Aug. 12. Reg. & O. A. Palmer. Sol. Sudd, Norwich. Sur. Aug. 28.
 GRAY, WILLIAM, labourer, Barnack. Pet. Aug. 9. Reg. & O. A. Shield and Hough. Sol. Law, Sur. Aug. 27.
 HANCOCK, EDWARD, blacksmith, Talk-o'-the-town. Pet. Aug. 11. Reg. & O. A. Slaney. Sols. Messrs. Tennant, Hanley. Sur. Aug. 28.
 HEWITT, PETER JOSEPH, and RODWELL, HANNAH, shoemakers, Dewsbury. Pet. Aug. 12. Reg. & O. A. Nelson. Sols. Scholes and Brearley, Dewsbury. Sur. Sept. 2.
 HILLERY, GEORGE, sen., licensed victualler, Nottingham. Pet. Aug. 11. Reg. & O. A. Patchitt. Sol. Bell, Nottingham. Sur. Oct. 6.
 HUDSON, EPPLESTON, out of business, Barkston Ash. Pet. Aug. 13. Reg. & O. A. Ricketts. Sol. Harte, Leeds. Sur. Sept. 20.
 HUGHES, RICHARD HENNING, ale dealer, Wolverhampton. Pet. Aug. 12. O. A. Brown. Sol. Stratton, Wolverhampton. Sur. Aug. 30.
 HUNT, BENJAMIN, and HUNT, WILLIAM EDWIN, stationer, Birmingham. Pet. Aug. 13. Reg. Hill. O. A. Kinnear. Sols. Stubbs and Powke, Birmingham. Sur. Aug. 27.
 IVES, ABEL, chair turner, Prestwood. Pet. Aug. 5. Reg. & O. A. Francis. Sur. Sept. 1.
 JONES, LLEWELYN PRYCE LLOYD, surveyor's clerk, Corwen. Pet. Aug. 12. Reg. & O. A. James. Sol. Pugh, Dolgelly. Sur. Sept. 1.
 LITTROTT, THOMAS, licensed victualler, Everton, near Liverpool. Pet. Aug. 14. O. A. Turner. Sol. Ritson, Liverpool. Sur. Aug. 27.
 LLOYD, JOHN, collier, Ystradgynod. Pet. Aug. 11. Reg. & O. A. Spickett. Sol. Davis, Cardiff. Sur. Aug. 28.
 LEE, ROBERT, blacksmith, Tollerbury. Pet. Aug. 12. Reg. & O. A. Codd. Sol. Freeman, Maldon. Sur. Aug. 31.
 MICHELL, RICHARD, out of business, Gwennap. Pet. Aug. 10. O. A. Carrick. Sols. Messrs. Daw, Exeter. Sur. Aug. 27.
 NOLAN, JAMES, innkeeper, Cardiff. Pet. Aug. 9. Reg. & O. A. Langley. Sur. Sept. 1.
 NORTON, WILLIAM HENRY, china clay merchant, Devonport. Pet. Aug. 13. O. A. Carrick. Sols. Messrs. Daw, Exeter. Sur. Aug. 30.
 OSBORNE, ROBERT, grocer, Darlington. Pet. Aug. 12. O. A. Clarke. Sol. Crump, Walsall. Sur. Aug. 30.
 PAINE, JOHN MACKET, assistant to a nurseryman, Rushall. Pet. Aug. 13. Reg. & O. A. Alleyne. Sol. Cripps, Tonbridge Wells. Sur. Aug. 30.
 PARRY, HUGH, currier, Llangefnog. Pet. Aug. 11. Reg. & O. A. Dew. Sol. Jones, Menai Bridge. Sur. Aug. 26.
 PUGH, JOHN, telegraph messenger, Mountain Ash. Pet. Aug. 9. Reg. & O. A. Spickett. Sur. Aug. 28.
 RAN, JOHN HENRY, draper, Ware. Pet. Aug. 12. Reg. & O. A. Spence. Sol. Foster, Hertford. Sur. Aug. 28.
 RICHARDSON, WILLIAM, butcher, Holbeck. Pet. Aug. 12. Reg. & O. A. Caparn. Sol. Cammack, Spalding. Sur. Aug. 30.
 SALMON, BERNARD, marine store dealer, Wolverhampton. Pet. Aug. 9. Reg. & O. A. Brown. Sol. Stratton, Wolverhampton. Sur. Aug. 30.
 SCOTT, WILLIAM, bed manufacturer, Manchester. Pet. Aug. 4. Reg. Macrae. O. A. McNeill. Sols. Marsland, St. Swithin's-ls, and Marsland and Addishaw, Manchester. Sur. Aug. 27.
 SIMMONDS, WILLIAM, eating-house keeper, Thyltham. Pet. Aug. 14. Reg. & O. A. Crisp. Sol. Tree, Worcester. Sur. Aug. 30.
 TAYLOR, GEORGE, joiner, Kingston-upon-Thames. Pet. Aug. 12. Reg. & O. A. Phillips. Sol. Jacobs, Hull. Sur. Sept. 8.
 THOMAS, JOHN, cattle dealer, Llantrithid. Pet. July 17. Reg. & O. A. Dew. Sol. Jones, Menai Bridge. Sur. Aug. 26.
 THOMAS, JOHN KEMPSON, stock broker, Bristol. Pet. Aug. 14. Reg. Wilde. O. A. Aclman. Sols. Messrs. Britton, Bristol. Sur. Aug. 28.
 TWIST, WILLIAM, grocer, Birmingham. Pet. Aug. 13. Reg. Hill. O. A. Kinnear. Sol. Coleman, Birmingham. Sur. Aug. 27.
 VARLEY, REUBEN, car proprietor, New Ferry. Pet. Aug. 10. O. A. Turner. Sols. Jenkins and Rea, Liverpool. Sur. Aug. 30.
 WAGSTAFF, ELIZABETH, rope manufacturer, Warrington. Pet. Aug. 11. Reg. & O. A. Nicholson. Sol. Bretherton, Warrington. Sur. Aug. 28.
 WALKER, JOHN, rug weaver, Kidderminster. Pet. Aug. 13. Reg. & O. A. Talbot. Sol. Crowther, Kidderminster. Sur. Aug. 30.
 WARD, JAMES, wooden ware manufacturer, Berkhampstead. Pet. Aug. 2. Reg. & O. A. Francis. Sol. Cheese, Amersham. Sur. Sept. 1.
 WAY, RICHARD, bootmaker, Torquay. Pet. Aug. 11. O. A. Carrick. Sols. Hooper and Wollen, Torquay; and Foros, Exeter. Sur. Aug. 27.
 WEST, JOSEPH, grocer, Swindon. Pet. Aug. 13. Reg. Wilde. O. A. Aclman. Sols. Mosley, Bristol, and Messrs. Pigeon and Ward, Bristol. Sur. Aug. 27.
 WISE, GEORGE, coal merchant, Lincoln. Pet. Aug. 14. O. A. Young. Sols. Messrs. Rhodes, Market Rasen. Sur. Sept. 8.

WOOD, WILLIAM, jun., journeyman baker, Lancaster. Pet. Aug. 12. Reg. & O. A. Tweedale. Sol. Bont, Manchester. Sur. Sept. 1.
 WOODLAND, EDWARD GABRIEL, blind maker, Birmingham. Pet. Aug. 12. Reg. & O. A. Guest. Sol. East, Birmingham. Sur. Aug. 27.

BANKRUPTCY ANNULLED.

Gazette, Aug. 13.

PALMER, JOHN, beerhouse keeper, late East Ham. July 17, 1869.

Dividends.

INSOLVENTS' ESTATES.

Apply at the Provisional Assignees' Office, Portugal-street, Lincoln's-inn-fields, between the hours of eleven and two on Tuesdays.

Revs. J. Grocer, 20, - Jackson, J. of Liscard, 6th, 11, 6th, - Peck, Rev. G. clerk, 24, - & Salomons, W. F. of Brompton, fourth, 11, 6th.

Assignment, Composition, Inspectorship, and Trust Deeds.

Gazette, Aug. 13.

BRADSHAW, ANN, widow, provision dealer, Willaston. July 19. Trust. J. Bebbington, miller, Audlem.
 BUTLER, JOHN, carpet manufacturer, Kidderminster. July 13. 2s. by two equal instalments, in 14 days and 6 mos. Trust. W. Clark, Adan Alfred, draper, Newark. Aug. 7. 2s. 6d. by three instalments, 2s. 6d. in 3 mos, 2s. 6d. in 6 mos, and 2s. 6d. in 9 mos.—secured
 CLARK, WILLIAM, watchmaker, Bawtinstall. July 14. 2s. by four equal instalments, 2s. 6d. in 14 days, 2s. 6d. in 7, and Oct. 7.
 COLLIS, MARY FULLAGRA, widow, Brighton. July 23. 10s. in 14 days
 CULVER, GEORGE STEPHEN, ironmonger, Ramsgate. July 31. In full, by four equal instalments, on Oct. 1, and Jan. 1, 1869. April 1 and July 1 last—secured.
 DAVENPORT, JAMES, farmer, Marlow. July 19. 2s. in 2 mos. Trust. W. Stant, butcher, Congleton.
 DEADMAN, JEREMIAH, builder, Reigate. Aug. 6. In full, by three instalments, of 1s. 6d. on Oct. 1, Jan. 1, and April 10. Trust. W. C. H. Baker, brickmaker, Reigate, and W. Stanning, timber merchant, Redhill.
 DODD, ROBERT, cabinetmaker, Chester. Aug. 6. 15s. by four equal quarterly instalments, in 3, 6, 9, and 12 mos.—secured
 DUPLOCK, FETTER, builder, Warwick-st, Deptford. July 19. 2s. in 3 mos.
 EDWARDS, WALTER JOHN, grocer's assistant, Boodle. July 15. 2s. in 7 days. Trust. J. Molyneux, flour dealer, Liverpool.
 HALL, JOHN, cloth finisher, Crumpeall. July 6. 2s. on July 6, 1869.
 HAMILTON, GEORGE, sen., victualler, Bury. July 14. Trust. G. Wilkie, wine merchant, Bury.
 HAMMOND, WILLIAM BENNETT, miller, Ratcliff. Aug. 6. 10s. by four equal instalments, in 3, 6, 9, and 12 mos from July 15.
 HAPPEL, JOHN, grocer, South Shields. July 6. Trusts. J. Crisp, provision merchant, South Shields, and W. Brown, miller, North Shields.
 HITCHCOCK, GEORGE, tailor, Aylesbury. July 34. 5s. on Sept. 1.
 HOPKINS, THOMAS, and WESTON, ROBERT JOHN, woollen drapers, Broad-st, Wigan. July 14. Trusts. W. Bliss, Chipping Norton, and M. Palmer, Trowbridge, both woollen manufacturers.
 HOW, DIXON, ironmonger, Robert's-pl. Commercial-rd, and Chigwell-row. July 10. Trust. M. E. Wesley, gentleman, Upper Thames-st.
 KEALL, FREDERICK PEARCE, chemist, Swansea. June 17. 6s. in 3 and 6 mos.
 LLOYD, RICHARD, builder, Walepool. June 25. Trusts. W. T. Parker, draper, Walepool; W. Stuttle, ironfounder, Shrewsbury; and G. Morris, joiner, Walepool.
 MACDONALD, WILLIAM INGLIS, outfitter, Otway-rd, Upper Norwood. Aug. 11. 2s. by two equal instalments, in 3 and 6 mos from June 6.—secured. Trust. J. Roddis, baker, High-st, South Norwood.
 MILES, JAMES, innkeeper, Ormesby, near Middlebrough. July 23. 2s. 6d. by two instalments, 2s. in 1 mo and 1s. 6d. in 3 mos.—secured. Trust. J. Peacock, joiner, Ormesby.
 MASON, GEORGE, worsted spinner, Clayton. July 3. Trusts. W. Hodgson, worsted spinner, Bradford; L. Greenough, worsted top maker, Dudley-hill, and W. Barber, stuff manufacturer, Little Horton.
 McDONALD, ANGUS, furniture dealer, Jarrow, and South Shields. July 21. 10s. by four equal instalments, in 4, 8, 12, and 18 mos from July 1.—secured. Trust. G. Sims, wholesale looking-glass manufacturer, Aldersgate-st, and W. Brown, wholesale cabinetmaker, Commercial-st, Shoreditch.
 ORFORD, JOHN STEPHEN, paper hanger, Preston. July 30. 2s.—3s. in 3 mos, 2s. 6d. in 6 mos, and 2s. 6d. in 12 mos.
 PAGE, WILLIAM JOYCE, and PAGE, JOSEPH HENBURY, tailors, Birmingham. June 23. Trusts. J. G. Howes, St. Paul's-church-yard, and M. Crowe, Bristol, merchants.
 PARRY, JOHN WILLIAM, mantlemaker, Upper-st, Islington. July 3. 3s.—1s. 6d. in 3, 6, and 9 mos.—secured. Trust. S. W. Budge, accountant, King-st, City.
 PETERHICK, JOHN, ironmonger, Camborne. Aug. 5. Trusts. J. H. Budge, merchant, and B. Matthews, jun., bank manager, both Cranborne.
 PITT, JOHN, provision dealer, Renfrew-rd, Kennington. Aug. 9. Trust. J. G. Howes, St. Paul's-church-yard, and M. Crowe, Bristol, merchants.
 POOLE, JAMES, cabinetmaker, Kimbolton. July 10. Trust. J. Elgood, merchant, Godmanchester.
 ROBERTS, JOHN LLEWELLYN, grocer, Birmingham. July 13. Trust. J. E. Brown, wholesale grocer, Birmingham.
 SARGENT, ROBERT, baker, Holgate. July 14. Trusts. H. Mills, miller, Dorking, and E. Nye, Forley.
 SEWARD, GEORGE MINTER, corn chandler, Peckham-rd. July 28. 3s. by monthly instalments of 6d. on Sept. 1, Oct. 1, Nov. 1, and Dec. 1.
 SEWARD, JOSEPH, ironmonger, Brixton-hill, Lambeth. July 29. 10s. by four equal instalments, in 3, 6, 9, and 12 mos.
 SMITHIES, JOSEPH JOHN, glass merchant, Upper Thames-st. July 14. 10s. to all creditors except H. Neall, by three equal instalments, in 3, 6, and 9 mos; and to H. Neall, by instalments of 2s. in 12, 15, 18, 21, and 24 mos. Trust. F. Birwood, accountant, Watling-st.
 THORLEY, RUPERT HENRY, china merchant, Bath. July 16. Trusts. G. Grove, china merchant, and W. Smith, accountant, both Bath.
 THORNTON, ALFRED ELIJAH, cabinetmaker, South Norwood. July 28. 5s. by two equal instalments, in 3 and 6 mos.—secured
 THREEFALL, EDWARD, out of business, Devonshire-st, Portland-pl. July 1. 5s. in 12 mos.
 TURLEY, EDWARD, and DILNOT, HARRIET, grocers, Pelham, near Canterbury. July 16. 2s. 6d. in 30 days.
 VANN, THOMAS, wire worker, Aston, near Birmingham. Aug. 5. 2s. 6d. by two equal instalments, in 1 and 4 mos. Trust. G. Lovelace, horse-hair seating manufacturer, Birmingham.
 WHITE, STEPHEN EVE, and WHITE, HENRY, builders, Penzance. July 24. Trusts. J. B. Coulson, merchant, and J. H. James, iron-monger, both Penzance.
 WINCHEST, R. CHARLES, ship ironmonger, Gloucester-st, Hanover-st. 2s. 6d. on Sept. 2.
 WOODFORD, HENRY, blacksmith, Romsey. July 15. Trust. W. Downes, ironmonger, Romsey.
 WOOLLEY, FRANCIS, innkeeper, Fulmer. July 15. Trust. G. Waller, brewer, Amersham.

Gazette, Aug. 17.

BREER, PHILIP HENRY, coal merchant, Swansea, and Oyster, mouth, near Swansea. Aug. 2. 5s. by four equal instalments, in 1, 3, 6, 9, and 12 mos from Aug. 2.
 BELLAMY, JEMIMA, and BELLAMY, HENRY, bookmakers, Little Knightbridge-st, Doctors'-common. July 12. Trusts. R. H. Williamson, Adam's-cl, Old Broad-st, and E. Mills, King William-st, both timber merchants.
 BOWEN, WILLIAM, glass merchant, Nottingham. July 22. 2s. 6d. by two equal instalments, in 3 and 6 mos from registration.
 BROWN, WILLIAM, saddler, Epsom. July 29. Trusts. D. Pitch, sen., farmer, Woodchurch, and T. Austin, gentleman, Epsom.
 CLARK, JOHN, needle manufacturer, Redditch. July 29. 4s. by two instalments—2s. 6d. in 14 days and 1s. 6d. in 8 mos from registration. Trusts. F. Clayton, bank manager, Redditch, and H. Parr, paper manufacturer, Beoley.
 COCKWELL, JOHN EDWARD, oil merchant, Manchester. July 21. 2s. 6d. by two equal instalments, in 3 and 6 mos from registration.—secured

COLLINGS, JAMES, fender maker, Manchester. July 18. Trust. W. A. Jenner, iron merchant, and R. H. Ashton, accountant, both Manchester.
 COOLEY, ALFRED, wine merchant, Canterbury. July 18. Trust. J. Ray, distiller, Albany-st.
 COWLEY, PETER, ironmonger, Liverpool. July 21. Trusts. J. Hattersley, grate manufacturer, Sheffield, and G. Peel, iron-monger, Liverpool.
 ENGLAND, GEORGE, clerk to a wharfinger, Murrich-q, South. July 12. 1s. in 1 mo from registration.
 FRIMSTON, HENRY, draper, Torrington. July 19. Trusts. J. Carter, Exeter, and J. Linton, Bristol, both warehousemen.
 GAMBLE, JOHN, grocer, Calverley. July 21. 7s. 6d. on Aug. 1.
 HAIRD, JONATHAN, builder, Cottenham. July 18. 2s. 6d. in 1 mo from registration.
 HALLIWELL, SAMUEL LAWTON; HALLIWELL, JAMES BAKER; and SHAW, CHARLES, cotton spinners, Saddleworth. July 8. 2s. by three instalments of 2s. each, on Aug. 2, 1869, Jan. 2, and July 9, 1870.
 SCOTT, JOHN, shopkeeper, Knottingley. July 21. 2s. 6d. by three instalments of 2s. 6d. in 2, 4, and 6 mos from registration.
 HOLMES, GEORGE, plumber, Walsall. July 24. 7s. 6d. by three instalments of 2s. 6d. in 2, 4, and 6 mos from registration.
 HOLMES, THOMAS, baker, Manchester. July 13. 2s. 6d. by two equal instalments, in 1 and 3 mos—secured.
 ROBERTS, THOMAS, dressmaker, Ashton-under-Lyne. July 18. 2s. 6d. on July 20. Trusts. J. Schofield, commercial traveller, Dryolenden, and J. Lingard, licensed victualler, Ashton-under-Lyne.
 HUDSON, THOMAS, and AUSTIN ALEXANDER, shipwrights, St. Paul's. July 19. 10s. by two instalments of 5s. in 3 and 6 mos from June 24 last—secured. Trusts. H. Hudson and J. Austin.
 JACKSON, ROBERT, tea dealer, Tower-hill. April 10. Trusts. J. Grosfield, Tower-st, and F. Peel, Road-ls, tea merchants.
 JONES, WILLIAM RIMMON, hatter, Long-acre. Aug. 18. 2s. by two equal instalments, in 2 and 4 mos, from July 1. Trust. J. Jones, widow, Crawford-st.
 LITTON, JOHN, merchant, Great Corn-st, Russell-q, Aug. 1. 2s. 6d. by equal instalments, on Feb. 3 and Aug. 2, 1870.
 MAXWELL, GEORGE, bookskeeper, Richmond-news, west. West-church-rd. July 21. 1s. by two equal instalments, in 1 mo from registration and on Oct. 11.
 MANOCK, JAMES, mill owner, Oldham. July 28. Trusts. T. Milnes, machinist, J. Pritchard, boiler maker, and W. Booth, colliery proprietor, all Oldham.
 MASON, JAMES, and MASON, ALFRED, Albans. July 17. Trusts. W. Aileck, Friday-st, and A. McEwan, Angel-cl, Friday-st, both warehousemen.
 MILLER, THOMAS, clothier, Abingdon. July 18. 2s. in 1 mo from registration.—secured.
 PORTER, DANIEL, brass bedstead manufacturer, Alcroft-rd, Kentish-town. July 2. 1s. on Oct. 31.
 RAINS, SAMUEL, grocer, Manchester. Aug. 10. 10s. by three instalments of 3s. 4d. each, on Sept. 1, Dec. 1, and March 1—last secured. Trusts. J. Rains, farmer, Wilesworth.
 ROBBINS, JOHN, carpenter, Mells. July 19. Trust. A. Green, brewer, Holcomb.
 SCOTT, GEORGE, corn dealer, Winkfield. July 28. 10s. by three equal instalments, on Sept. 28, Nov. 29, and Jan. 29.
 SHEDDEN, WILLIAM, butcher, Portsea. July 19. Trust. W. Shooter, butcher, Portsea.
 SHAFERD, JAMES, ironfounder, Bradford. July 16. Trusts. J. Butler, agent for the Cleveland Bolt and Nut Company, W. Hopkinson, and W. M. Cliffe, brokers, all Bradford; and R. Birch, ironfounder, Leeds.
 SHAW, THOMAS DAVID, baker, Chester. July 23. Trusts. W. Johnson, (baker, and J. Allmard, Denbigh, both corn millers.
 SHENTON, JOSEPH, wine merchant, Leicester. July 18. Trusts. H. Gibbs, ale merchant, Leicester; N. Sheldon, butcher, Leicester, and J. E. Wright, wine merchant, Aldersgate-st.
 TAYLOR, HENRY PARRY, commission agent, Kingston-upon-Hull. Aug. 10. 5s. on Aug. 18, 1869.
 WATSON, HENRY, and SHERBURN, THOMAS, cotton spinners, Fiddham, near Burnley. July 28. Trusts. R. Helm, jun., cotton spinner, Manchester; W. F. Calvert, cotton spinner, Clayton-le-Moors; and R. L. Johnson, bank cashier, Burnley.
 WEBSTER, CHARLES, hosier, Sheffield. July 17. Trusts. J. Barradell, hosiery manufacturer, Leicester, and T. G. Shuttleworth, accountant, Sheffield.
 WIDD, CHARLES, and WIDD, THOMAS, and WIDD, HENRY, corn merchants, Corn Exchange-chmbs, Seething-ls, and West Hartlepool. July 23. 2s. in 2 mos from June 15 last—secured.
 Trusts. T. Gee, T. Wise, and W. Gee, bankers, Boston; and W. M. P. The Heath, Kernal.

BIRTHS MARRIAGES AND DEATHS.

BARRER.—On the 17th inst., at 17, Lansdowne-road, Notting-hill, the wife of William Barrer, Esq., of Lincoln's-inn, barrister-at-law, of a son.
COLLIER.—On the 16th inst., at Sutton, Surrey, the wife of C. F. Collier, Esq., of the Middle Temple, barrister-at-law, of a son.
DOUGLASS.—On the 17th inst., at Market Harborough, the wife of J. H. Douglass, Esq., of a son.
PARKER.—On the 13th inst., the wife of Francis Parker, Esq., of Greenwich, of a son.
BACKMAN.—On the 10th inst., at Catton, Norfolk, the wife of Thomas Hanworth Backman, Esq., solicitor, of a daughter.
WADDIPOLE.—On the 8th inst., at St. Kensington Gardens-square, the wife of Edward Waddipole, Esq., prematurely, of twin sons.
WHITEHEAD.—On the 17th inst., at Acton Hill, near St. Paul's, the wife of Robert Wyatt, Esq., barrister-at-law, of a son.
MARRIAGES.
CHAPMAN-CRAWLEY.—On the 11th inst., at St. Paul's, Kewal James, youngest son of the late James Chapman, Esq., solicitor of Manchester, to Mary Selina, only daughter of C. E. Crawley, Esq., of Manchester.
CHILD-ARCHBUTT.—On the 12th inst., at St. Luke's, Chelsea, Mr. J. H. Child, of Winchester-terrace, Chelsea, solicitor, to Helen M., daughter of Mr. T. Archbutt, of Oakley-square, Chelsea.
FLOR-WARBURTON.—On the 10th inst., at St. George's, Bloomsbury, Mr. C. H. Flood, of the Middle Temple, barrister-at-law, to Georgina H., widow of Capt. G. Warburton, 3rd Bn. Buffs.
HENRY-BERRY.—On the 14th inst., at the Parish Church, Torrington, Devon, Thomas Henry, Esq., to Alice, daughter of Dr. John Maitland Berry, Torrington.
KELLY-POWELL.—On the 13th inst., at St. John's Church, Woking-hill, Fitzroy Kelly, Esq., of Lincoln's-inn, barrister-at-law, to Laura Jane, only surviving child of the late Walter Powell Esq., of Lanesboro, near St. Paul's.
LAIN-WEESTER.—On the 11th inst., at Inverleigh, Perthshire, Samuel Lain, Esq., of the Inner Temple, barrister-at-law, eldest son of Samuel Lain, Esq., late M.P. for the North Burgin, to Mary, second daughter of T. W. Riddell Webster Esq., of Inverleigh.
MAY-NEWTON.—On the 14th inst., at Neuchatel, Switzerland, Edwin May, of Reading, Berks, solicitor, to Clara, third daughter of R. A. Newton, Esq., of Fifield House, Benson, Oxon.
MORAN-HAIDING.—On June 4, at Fletchamstead, Mr. J. Moran, of Fletchamstead, to Miss M. H. Haiding, of County, Hester P., daughter of Chief Justice Harding, Natal.
PEELE-ADAMS.—On the 17th inst., at St. Mary's Church, Twickenham, Edmund Creswell, youngest son of Joshua John Peel Esq., of Oak House, Shrewsbury, to Alice Jessie, second daughter of Mr. J. Peel Esq., of Shrewsbury.
SMITH-DARWALL.—On the 12th inst., at Aldridge Church, Staffordshire, John George Smith, Esq., M.A., barrister-at-law, Amelia Sophia, third daughter of the late C. F. Darwall, Esq., Walsall.
TURKEL-ELLIOTT.—On the 10th inst., at St. Mary's, Tunbridge, Mr. C. A. Turner, to Edith E., daughter of Mr. F. Elliott, Osborne House, near Taunton.
WALKER-MACKENZIE.—On the 4th inst., at the Episcopal Chapel, Fife, Charles, son of Mr. C. Walker, of New Year, Leith, to Alice E., daughter of Mr. D. Mackenzie, Advocate Sheriff of Fife.
DEATHS.
COULSON.—On the 13th inst., at Buxwarp, near Whitby, David youngest son of the late William Barker Coulson, Esq., of Buxwarp, solicitor.
CLARK.—On the 14th inst., aged 70, Alexander Clark, of Dundee, solicitor, third son of the late Thomas Clark, of that town.
PORTER.—On the 5th inst., at Sandown, Isle of Wight, the wife of Mr. G. T. Porter, of Victoria-street, Westminster, solicitor.
SURROG.—On the 6th inst., at Clifton, aged 51, John Surroge, of 24, St. Andrew's, barrister-at-law, and of Armitage Lodge, Sydenham, Kent.

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THE

Labo and the Lawyers.

POOR Mr. BRIERLEY is now comfortably provided for at the Hanwell Asylum. Immediately on his committal for contempt by Mr. Serjeant Cox, the deputy assistant judge, the regular steps were taken to procure his safe custody, under the provisions of the Lunatic Act, which enacts that if any prisoner in custody on any conviction, &c., "or for any other than civil process," be considered to be insane, two justices shall call to their aid two medical men, and if satisfied that such prisoner is insane, shall certify the same to the Secretary of State, who shall thereupon order that he be sent to such asylum as he may name. In this instance the directions of the statute were strictly observed; two doctors certified to Mr. Brierley's insanity, and the certificate of the justices was sent to the Home Office. There an obstacle presented itself. The Home Secretary doubted whether a prisoner in contempt was within the act, in spite of the very plain words, "any other than civil process," and refused to make the order. Thereupon Mr. Serjeant Cox had no option but to order his discharge, and mischief might have come of it but for the promptitude of the parish authorities, who performed the duty which the Home Office should have done. On receipt of the order of discharge from the Judge, the governor of the gaol was bound to deliver him as a lunatic to some person who would take charge of him. No friend offered to do this, and, as a matter of course, he was taken to the union. There he was placed in the ward devoted to insane inmates until a place could be found for him at one of the county asylums. These are all full to repletion, and the poor old gentleman might have continued for a long time in the ward to which, of necessity, he had been consigned, but for the generous exertions of Sir ALEXANDER SPEARMAN, who, as one of the visiting justices of the Hanwell Asylum, secured for him a place in that establishment, where he will have all the comforts, and even luxuries, which his case requires. It was to bring about this end that the resolute course was adopted by the Judge at the sessions, and it is only to be regretted that the same firmness had not been exercised towards him long before, as his lunacy has been unquestionable for some three years past.

THE HABITUAL CRIMINALS ACT.

This important Act, hastily passed at the very close of the Session, is now in actual operation. Let us at once state that the clause against which the *LAW TIMES* so often and so earnestly

protested, viz., that which made penal servitude compulsory on a third conviction, has been altered, and the discretion of the Judge remains untouched. Had it become law as it passed the Lords, the consequences would have been very serious. The indiscriminate severity of the law would have defeated itself, and unjust acquittals would have marked the reluctance of juries to recognise as a fact, what their experience would have told them to be untrue, that the number of convictions is a test of the calling of the convict. It is at the professional criminal that the new law was aimed, and the test of crime being a profession is not determined by previous convictions. We still hold the opinion that the best means of attaining the purposes of the law would be to make the fact that the prisoner is a professional criminal the subject of a distinct charge, to be tried after conviction for the particular crime, precisely as if it had been a distinct accusation, admitting the prisoner as a witness to show, if he can, that he has pursued some honest calling, and the jury to find, as a substantive charge, if he is or is not a professional criminal; and, if found so to be, the sentence to be extended to a very long term of penal servitude.

The Act is very short, but it is very stringent.

It gives power to the police to apprehend without warrant any convict having a ticket-of-leave whom they may have reason to believe to be getting a livelihood by dishonest means, and to bring him before justices; and if it shall appear to them that there is just ground for such belief, his licence is to be forfeited, and he is to be committed to serve out the remainder of his term of penal servitude.

A register is to be kept in London of all persons convicted of crime in England; and, to make it complete, all gaolers and chief officers of police throughout the kingdom are to make such returns as shall from time to time be required, and supply evidence of identity.

The third part of the Act is devoted to *Habitual Criminals*.

On a third conviction for any of the offences described in the schedule to the Act, that is to say, any felony not punishable with death, also uttering or counterfeiting base coin, obtaining by false pretences, conspiracy to defraud, or misdemeanor under sect. 58, of 24 & 25 Vict. c. 96, the convict shall, in addition to his punishment, unless otherwise declared by the court, be subject to the supervision of the police for seven years, or such less time as the court shall direct, exclusive of the time during which he is undergoing his punishment.

And the effect of being under the supervision of the police is thus defined:

He is to be guilty of an offence punishable on summary conviction with imprisonment for not more than one year, if

1st. On being charged by a police officer with getting his livelihood by dishonest means, he fails to make it appear that he is not so living;

2nd. If found by any police officer in any place under such circumstances as to satisfy the magistrate that he was about to commit or aid in the commission of a crime, or waiting an opportunity to aid in such commission;

3rd. If found by any person in or upon any dwelling-house, or any building, yard, or premises, shop, warehouse, or other place of business, garden, orchard, pleasure ground, or nursery ground, without being able satisfactorily to account for being found there.

And persons charged with an offence under this section (8) may be taken into custody by any police officer without warrant, or under the third offence above defined may be taken into custody by the owner or occupier of the premises, or by any of his servants.

The 4th sect. of the Vagrant Act, which subjects any suspected person or reputed thief frequenting any street, highway, &c., with intent to commit a felony, to arrest and conviction as a rogue and a vagabond, has been nullified by difficulties as to proof of the intent to commit a felony. To remedy this, it is now enacted that, in proving such intent, it shall not be necessary to show that the person suspected was guilty of any particular act tending to show his purpose or intent, and he may be convicted if, from the circumstances of the case and from his known character, it appears to the magistrate that his intent was to commit a felony.

Every person keeping a lodging-house, beer-house, public-house, or place of public entertainment or resort, who knowingly harbours

thieves or reputed thieves, or knowingly permits them to meet or assemble there, or allows the deposit of goods therein, having reasonable cause to believe them to be stolen, is to be liable to a penalty not exceeding 10*l.*, and may also be required to enter into recognisances to keep the peace for twelve months. But no person is to be imprisoned for more than three months for not finding sureties. Nor is the security required to be for more than 20*l.* His licence is to be forfeited on a first conviction, and on a second conviction he is to be disqualified for two years from receiving such a licence. Moreover, where two convictions have taken place within two years in respect of the same premises, whether the persons convicted were the same or not, the magistrate may direct that no licence be granted for such house for a time not exceeding one year.

The fourth part of the Act deals with the *receivers of stolen goods*.

It enacts that where any person previously convicted of any of the above described offences involving fraud and dishonesty is found in possession of stolen goods, evidence of such previous conviction shall be admissible as evidence of guilty knowledge, and in any proceedings proof may be given of his previous conviction before the evidence of the offence; but seven days' notice is to be given to the prisoner that such proof will be produced, and that he will be so presumed to have guilty knowledge, unless he proves the contrary.

And evidence may be given also that other goods stolen within twelve months were received by him for the purpose of proving guilty knowledge.

Any police officer, authorised by a chief officer of police, may enter any premises in search of stolen goods, and seize any property he may believe to have been stolen, as if he had a search warrant. Wherever any property is seized, the person on whose premises it is, unless previously charged with receiving, is to be summoned within three days before a justice to account for the possession of such property, and the justice shall make such order as to the disposal of the property as he may think fit.

The chief officer of police may authorise such search.

First, when the premises are, or within eighteen months have been, in the occupation of a person who has been convicted of receiving stolen property or of harbouring thieves.

Secondly, when the premises are at the time of search in the occupation of a person who has been convicted of any offence involving fraud or dishonesty, and punishable by penal servitude or imprisonment.

And it is not to be necessary to specify any particular property, but such authority may be given if there is reason to believe generally that such premises are being made the receptacle for stolen goods.

Part 5 empowers magistrates to punish with imprisonment for not exceeding six months an assault on any police or peace officer.

Sect. 13 gives to magistrates power to remand for offences under the Act.

The provisions of the Industrial Schools Act 1861 are to apply to all children under fourteen of women convicted for the second time when such children are under her care and control, and have no visible means of subsistence.

Any dealer in old metals, as defined in the Old Metal Dealers Act 1861, who shall personally, or by any servant or agent, purchase or bargain for lead, whether new or old, in any quantity at one time of less weight than one hundredweight, or copper in any quantity of less weight than 56*lbs.*, is to be liable to a penalty of 5*l.*

This Act is to be cited as "The Habitual Criminals Act 1869." It came into operation the 9th Aug.

REPRESENTATION OF WORKING MEN.

THE working men are vigorously prosecuting their laudable endeavours to be represented in Parliament by men of their own class. It is impossible that their wants and views can be rightly advocated by men of another class, who use them merely to subserve the purposes of their own ambition. But whence arises the difficulty in accomplishing their object? The working men are an overwhelming majority of the electors in all the metropolitan boroughs and in the great manufacturing towns, whose representation, therefore, is in their own hands, and they can return whom they please. At the next

election they might easily secure thirty seats. And they ought to do so. Why should Sheffield, Birmingham, Manchester, Bradford, for instance, where three-fourths of the electors are working men, be represented by baronets, manufacturers, and merchants? Gentlemen of this class might surely look for seats elsewhere, instead of occupying the places that properly belong to the working men who compose those constituencies.

The appearance of thirty or forty intelligent mechanics in the House of Commons would be cordially welcomed by both sides. They would certainly be heard with respect on the many subjects on which they are peculiarly qualified to assist the work of legislation. The movement will have the cordial good wishes of all who prefer patriotism to party.

It has been stated that the main obstacle to the return of working men is the provision of a maintenance while performing their senatorial duties. A very small monthly subscription by their fellow workmen would supply their modest needs. But Sir C. Dilke has suggested a plan that well deserves consideration. It is that they shall be treated as are retiring ministers. On application to the Treasury, with an affidavit that they have not independent means of support, they shall be allowed a limited pension so long as they hold their seats. This would effect the object without subjecting the applicants to any humiliation.

THE NEW LAWS OF THE SESSION.

XVIII.—LAW OF EVIDENCE.

(32 & 33 Vict. c. 68.)

THE Act further extends the principle of admitting all kinds of witnesses, in the assumption that the court can better discover the truth by hearing what all persons have to say, than by excluding certain persons because of their interest in falsehood.

The parties in all cases in which adultery is the fact in issue are now admissible, so that husband, wife, and co-respondent can be examined.

So also the parties in actions for breach of promise of marriage are admissible.

Any person objecting to take an oath, or objected to as incompetent to take an oath, shall, if the judge is satisfied that the taking of such oath will have no binding effect on his conscience, make the following declaration:—

"I solemnly promise and declare that the evidence given by me to the court shall be the truth, the whole truth, and nothing but the truth."

And to make a false statement is to subject the party to the penalties of perjury.

It is to be cited as "The Evidence Further Amendment Act, 1869."

XIX.—VOLUNTEERS.

(32 & 33 Vict. c. 81.)

This is an Act to amend the Volunteer Act. It enacts that if any person, after demand, refuses to give up any arms, clothing, &c., the property of the public, or of any volunteer corps, or administrative regiment, issued to him as an officer or volunteer, any justice may, on reasonable grounds shown, issue a search warrant to a person named therein, who may search and seize such property, and the same penalty for detention may be inflicted as if no such seizure had been made.

The Act prescribes the manner in which the demand shall be made.

The 29th section of the Volunteer Act, as to wrongfully buying or selling of volunteer property, is extended to the pawning or receiving in pawn of such property.

The commanding officer may appear in any county or magistrate's court by any member of the staff or serjeant-major authorised by him in writing.

XX.—NEW PARISHES AND CHURCH BUILDING ACTS.

(32 & 33 Vict. c. 94.)

This Act amends the previous Acts on this subject.

It enacts that the powers of the New Parishes Acts are to apply at any time to new parishes for ecclesiastical purposes.

Where pews or sittings in any church or chapel are subject to any trust as to the grant or disposal of them, or are the private property of any estate whatsoever, the trustees may yield up their interest in the same with or without communication to the bishop of the diocese, or to the Ecclesiastical Commissioners for England, such surrender to be received and executed by the

bishop, and thereupon all rights of ownership are to cease, and the pews are to be subject to the same law as ancient pews.

The same enactments are to apply to the surrender to the ecclesiastical commissioners of the freehold of any church or chapel; and upon such surrender all rights created by the Act for building the church are to cease.

Provision is made for the sites of churches pulled down.

The portions of a benefice held in severalty may be incorporated into one.

Provision is made for parishes where there is no church and no patron. Such a parish is to be deemed an extra-parochial place for the purposes of the Act.

A contract for the assignment of patronage under the Church Building and New Parishes Acts is not to be deemed simoniacal. Certain assignments already made are declared to be valid, and none of the penalties against simony are to attach to them.

XXI.—THE PHARMACY ACT.

(32 & 33 Vict. c. 187.)

This amends the Pharmacy Act of 1868 by enacting that nothing contained in the first fifteen sections of that Act shall affect any person who has been registered as a legally qualified medical practitioner before the passing of this Act, nor apply to any person who may hereafter be registered as a legally qualified practitioner, who shall have passed an examination in pharmacy; nor prevent any veterinary surgeon duly certificated from dispensing medicines for animals under his care.

The period for presenting certificates to the registrar is extended to 31st Dec. next.

Nothing in sect. 17 of the Act of last year is to apply to any medicine supplied by a duly qualified medical practitioner to his patients, provided it be distinctly labelled with the name and address of the seller, and the ingredients thereof entered with the name and address of the person to whom it is sold or delivered in a book to be kept by practitioners for that purpose.

THE LAND LAWS.

As we had anticipated, the land law question is not to be limited to Ireland. Already an agitation is being organised in England for the promotion of the same object in this country. A Land Law League is formed, and to its manifesto are affixed the signatures of a considerable number of gentlemen, some of whom have already appeared before the public as lecturers and orators, having for their theme the propriety of a redistribution of the land, or, as it was most tersely expressed by their very able organ, the *Westminster Review*, "the elimination of landlords and capitalists from the social organisation."

But the promoters of this revolution assert, and doubtless with all sincerity, that it is not their design nor desire to accomplish their end by any other than lawful means. They propose to work it out through the Legislature by changes in the law. They proclaim, in a series of distinct propositions, the nature of those changes, although they discreetly avoid anything approaching to a description of the specific laws they would substitute for the existing law. The creed is skilfully framed to enlist a variety of votaries. It allures the tenants by an intimation that they are to share, in some manner not defined, the interest in land now enjoyed by the owner exclusively. It attracts the working classes by the broad assertion that the land of a country is the inalienable property of the people of the country, and that it is their object to restore the land to its true owners, so that every working man may have a share of it if he pleases. To soothe the alarms which such a menace could not fail to kindle in the minds of all possessors of property, whatever their political creed, it is proposed to begin the process of distribution by confiscating the land of corporations, on the plea that corporations are only creatures of the State; that the State may at any time dissolve them and seize their possessions, merely making compensation for life interests: in fact, following precisely the fruitful example of the Irish Church. The Democratic spirit is enlisted by the gratification of its one absorbing passion—the desire of equality. It will undoubtedly do that for which every true Democrat pines—to pull down all above him. To the Radical politician it offers the gratification of annihilating, with the extinction of land-

lords and capitalists, the only remaining obstacles to the final establishment of the despotism of Democracy, to which he looks as to a millennium, though the history of the world shows it to be the most hateful, hideous, and intolerable of all tyrannies.

With a net so widely spread, the Land Law Reform League cannot fail to enlist a formidable array of followers. The practical work of agitation has been appropriately commenced on Clerkenwell-green, by a fitting colleague, Mr. BRADLAUGH, and at a time fitly chosen—Sunday morning. The form was that of a lecture. The substance of this discourse is thus reported by the newspapers:

A meeting of the working classes was held yesterday morning on Clerkenwell-green, under the auspices of the Holborn branch of the Reform League, for the purpose of hearing a lecture from Mr. C. Bradlaugh on "The Land and the People." There were about 1000 persons present, Mr. Osborne being in the chair. The lecturer said that to obtain life and happiness from the land was the right of all, and if there were any barrier in the way the attention of the people should be directed to its removal. The landowners of the country numbered but 30,000, and while in 1800 the land was taxed to the amount of 2,300,000*l.*, the rent received by the landed aristocracy being 27,500,000*l.*, in 1869 the rent received had increased to over 66,000,000*l.*, while the taxes paid had decreased to 1,750,000*l.*, in consequence of the redemption of the land tax. Referring to Mr. Mill's statement that the landed aristocracy had "grown rich while they slept," Mr. Bradlaugh said that it was not so, for the heads of families being provided for by the law of primogeniture and entail, the aristocracy had provided for the younger sons in other ways out of their country's earnings. The rights of property in land were different from those in possessions acquired by labour, and those who owned land now had no right to shut it up for pleasure when it would produce grain for the starving millions. He advocated reform in the land laws, firstly, because they had it in their power to reform them; secondly, because it was lawful; thirdly, because, whether it was lawful or not, they could do it, meaning thereby that the happiness of the nation was higher than mere legal right. A personal attack on the Prince of Wales and others followed, and the fact that England is a monarchical Government was denied, the Government being that of a landed aristocracy. He did not advocate the equal distribution of land, but he asked that the cultivator of the soil should share in the profits of his labour. A eulogium of Mr. Gladstone closed the lecture. A vote of thanks was given to the lecturer, and other speeches terminated the proceedings.

Having thus before us a tangible declaration of the designs of the new Land Law Reform Association of England, and a more carefully shrouded but not less unmistakable statement of the aspirations of the Land Law Reformers in Ireland, we shall be enabled to take each of their propositions in turn and see what there is in them that is desirable and practicable, and what must be viewed with distrust and alarm; what may be conceded, what must be resisted.

CLERKS OF ASSIZE.

REPORT "OF COMMITTEE APPOINTED BY THE TREASURY TO INQUIRE INTO DUTIES AND SALARY OF CLERK OF ASSIZE."

(Concluded from page 315.)

We have stated that, during the continuance of the circuits, there is ample work for the clerk of assize, as well as for his officers, and we were assured that if the former did not attend himself, he must send a deputy. He has power to discharge the duties by deputy if he pleases, but this power is now very rarely exercised. Seeing, however, that the greater portion of the business of the circuit is no doubt discharged by the subordinate officers, and that the clerk of assize is under no obligation to attend personally, we took into consideration whether it was necessary for the due performance of the business to retain a highly salaried officer at the head of the establishment, or whether the duties could not be equally well performed by the engagement of an additional assistant of the same status, and receiving the same amount of pay as is now found sufficient to insure the services of competent person for the subordinate posts.

We are bound, however, to say that the opinions of those whom we consulted, not only of the clerks of assize who might naturally be opposed to any such proposition, but also of their officers, were adverse to the discontinuance of the superior office, and on full consideration, we are disposed to agree that such a change would not be desirable.

It seems necessary to have an officer in whom the superintendence and control of the whole administrative business of the assizes is vested, who shall be responsible for every department of work, to whom the public and the practitioners may look for the information required in the conduct of their cases, and to whom the judges may refer on points of practice; and these conditions appear to be best fulfilled by the retention of an officer in the position of the clerk of assize. This, however, leads us to the consideration whether for the proper discharge of the duties of that office it is, or is not, necessary that the clerk of assize, prior to his appointment, should have had a professional training. The opinions which we elicited from those who attended before us differed on this point; but the general concurrence of testimony appeared to lead to the conclusion that, even if it was not essential that a clerk of assize should have been a practising barrister or attorney before his appointment, he would be in a far better position to discharge the duties if he had possessed the advantages of a legal training than if he came quite new to the work, and had to rely upon his officers for information on every point of practice.

We are of opinion, therefore, that it would be expedient to prescribe that persons hereafter appointed to these offices should have had some degree of legal training, *i.e.*, that he should be a barrister or certificated attorney of, say, three years' standing, or should have served prior to his appointment for a similar period in one of the subordinate offices above-mentioned on circuit, and that a Bill should be introduced in the House of Commons to effect this object.

Having thus stated it as our opinion that it will be desirable to retain the office of clerk of assize, we come to the consideration whether the remuneration now assigned to that office on the principal circuits is not more than is adequate to secure the services of competent and sufficiently trained officers. It was stated in the earlier part of this report that the circuits did not, on an average, last for more than from three to four months in a year, and probably, as a rule, they do not greatly exceed the first-named period. The clerk of assize is, therefore, not called upon to devote his entire time to the duties of his office for more than about a fourth of the year, and for the remaining nine months he is at liberty to pursue other avocations. It is true that some one must be in attendance at the office in London on every day in the year; and if the clerk of assize occupies chambers for his private business, which he also makes the circuit office, he can, if he chooses, be in constant attendance there himself, but he is under no obligation to do so, as the presence of one of his officers would be all that was necessary for the business. If a barrister, he is not precluded from private practice except on his own circuit; but as the assizes throughout England are held at the same period, it is probable that he may not often have the opportunity of holding briefs on another circuit. He can, however, take business at his own chambers, and this, we understand, is done by some clerks of assize. Again, though we have thought it our duty to recommend that some degree of professional knowledge should be required of persons hereafter appointed to these offices, it does not seem necessary that the standard of qualification should be placed at such a point as would be essential in the case of offices involving duties of a judicial character.

Having regard to these considerations, and especially advertent to the salaries paid to persons holding offices of greater importance, and upon whose time much larger demands are made than is the case with the clerks of assize; finding, moreover, as before stated, that the first proposal of the Treasury, when the settlement was made in 1856, was to fix the salary at 800*l.*, we consider that a salary of 1000*l.* per annum is more than is sufficient to secure the services of officers properly qualified to fill these posts. We have not overlooked the fact that out of his salary a clerk of assize is called upon to meet certain expenses. He has to find an office, and to defray the cost of stationery, copying, postages, &c. We understand that these expenses, as a rule, average about 100*l.* a year, though on the Midland Circuit they are higher, owing to the length of the assizes and number of the cases at York and Leeds. It was stated to us, however, that in the new courts of justice it is intended to provide offices for the clerks of assize, and if this be the case they will hereafter be relieved of the charge for the rent, which constitutes the largest portion of their expenses.

We have also reason to believe that there was no sufficient ground for assignment to the clerk of assize a higher sum per night for travelling and subsistence than to his officers. It does not appear that he is called upon to incur greater charges than they do; and they occasionally live together on circuit, and bear the expenses in equal proportions.

He is thus a gainer to the extent of about 12*s.*

a night; and this profit, we were informed, was regarded as having been intended to meet the expense of an office.

Whether this be so or not, we should recommend that the allowance should in future be the same to the clerk of assize and his officers.

We have now to recommend that the salaries of the clerks of assize on the Home, Western, Oxford, Midland, and Norfolk Circuits, should, as vacancies occur, be reduced to a sum not exceeding 800*l.* per annum. As regards the Northern Circuit, we have no hesitation in stating that if the duties of the clerk of assize remain, as at present, limited to the counties of Northumberland, Cumberland, and Westmoreland, a sum of 500*l.* per annum would, in our opinion, afford a sufficient remuneration. We do not see any reason for an alteration in the salaries of 500*l.* per annum each, now received by the clerks of assize on the two Welsh Circuits.

As the salary of the office of clerk of assize can now only be revised upon a vacancy, and with the sanction of the three chief judges, it will probably be thought fitting to notify to the chief judges the proposals herein contained for any observations they may think fit to offer before proceeding to legislate on the subject.

The foregoing proposals are based on the assumption that the circuits remain as they now are; but in the event of any addition to the number of counties now attached to a particular circuit under the powers conferred by the Act of 26 & 27 Vict. c. 122, involving a large increase of the duties of the clerk of assize, power may be reserved to the Treasury to assign such additional salary as may be reasonable and proper in consequence of such alteration.

We would further propose that the additional salary of 100*l.* a year, which the clerk of assize can now assign to one of his officers whom he may select to act as his deputy, should be discontinued on the death or resignation of the officers at present receiving these extra allowances. We are of opinion that the power thus placed in the hands of a clerk of assize to remunerate one of his officers more highly than the others, might be exercised with partiality, and that it has a tendency to diminish that responsibility which rightly belongs to his office, and to induce him to delegate to others duties properly devolving upon himself.

We would state, in conclusion, that although the County Palatine of Lancaster was not strictly embraced in the terms of the inquiry committed to us, we thought it desirable to request the attendance of the clerk of the Crown for that county, who performs duties analogous to those of a clerk of assize in the Crown Court, but who has a distinct jurisdiction from, and whose office is regulated by, a different statute from that applying to clerks of assize. The Act of 19 & 20 Vict. c. 118, extended and made applicable to this officer the powers conferred by 18 & 19 Vict. c. 126, for the payment of clerks of assize by salary in lieu of fees, and the Treasury, in the exercise of these powers, assigned to the present clerk of the Crown a salary of 989*l.* 15*s.*, being the full amount of his net yearly emoluments from fees prior to the passing of the Act. Out of this amount the clerk of the Crown continues to pay his officers, who are understood to be clerks employed in his private office, as he did before he was placed upon salary. Whenever a vacancy occurs in the office, it will be for the Treasury to re-consider the question of salary, and to decide whether a staff of officers, similar to those employed on other circuits, and paid out of public funds, should be assigned to the clerk of the Crown. If this be conceded, having regard to the fact that the duties of the clerk of the Crown are confined to the criminal court, and that he has no duties at Nisi Prius, we think that a salary less in amount than that which we have proposed for the clerks of assize, would be found sufficient for this officer.

10th Aug. 1868

W. BALIOL BRETT.
G. SCLATER BOOTH.
WILLIAM LAW.

ELECTION LAW.

NOTES OF NEW DECISIONS.

BRIbery — AGENCY — MIXED QUESTION OF LAW AND FACT — TREATING BY AGENT.—The language of sects. 2 and 3 of 17 & 18 Vict. c. 102, is sufficient to include every unfair attempt to influence by a gift or of any advantage. Under the 4th section it appears that the misconduct of the candidate in respect of treating can alone have the effect of treating; but by the 36th section the election is to be avoided whether the candidate himself or his agents be guilty of bribery, treating, or undue influence: Held, that although, reading the sections together, it would seem doubtful whether sect. 36 ought not to be limited to bribery, treating, or undue influence of a candidate, and bribery or undue influence (not treating) of his agent, it

must be read literally, without reference to the difficulty arising out of the 4th section. The 4th section makes it treating where a candidate "corruptly, by himself, or by or with any other person," &c., provides refreshment, in order to be elected, or for the purpose of corrupt influence: The 23rd section says, "that the giving, or causing to be given, to any voter on the day of nomination or day of polling, on account of such voter having polled or being about to poll, any meat, drink, or entertainment by way of refreshment, or any money or ticket to enable such voter to obtain such refreshment, shall be deemed an illegal act." The 36th section enacts that any candidate guilty by himself or his agents, of bribery, treating, or undue influence, shall be incapable of being elected or sitting in Parliament for the particular place in the then Parliament: Held, that while it is clear that the 36th section does, by reference to the 4th, make corrupt treating by an agent a ground for holding the election to be void, it is equally clear that the 36th section does not so incorporate the 23rd section, that an act done by either the member or an agent, in violation of the 23rd section only, shall make that election void, unless that act also falls within the provisions of the 4th section. One G., a partisan of the respondent, gave a feast to his friends on the polling day, of which upwards of thirty voters partook. Some of those voters came to G.'s house by reason that they had heard there was eating and drinking going on there. G. was in a position to be able to give such a repast, and it did not appear that anyone went to the house before polling: Held, that this was not treating which affected the election. G. twice canvassed with the respondent, had a list of the voters in L. given him by an agent of the respondent, although obtained only by great pressure, and brought people up to the poll, but he had no canvass book: Held, that if G. had played false with respect to the L. voters, the above facts would have amounted to "evidence" of agency. It was alleged that certain voters were promised that if they came in and voted for the respondent they should have a dinner at G.'s: Held, that if that had been made out quite apart from the question of corrupt treating, there would have been a bribe within the 1st clause of the 2nd section by reason of G. offering valuable consideration to the voter in order to induce the voter to vote, or to refrain from voting, which, with reference to procuring food to be consumed in futuro would be bribery: (*Eodm Election Petition*, 20 L. T. Rep. N. S. 989. Willes, J.)

BRIDGWATER ELECTION COMMISSION.

The commissioners appointed by Her Majesty for the purpose of making inquiry into the existence of corrupt practices at the last election for the borough of Bridgwater, assembled on Monday, Aug. 23, and opened the inquiry. The commissioners are Mr. E. P. Price, Q. C., Mr. T. C. Anstey, and Mr. C. E. Coleridge.

The secretary having read Her Majesty's commission (during which everybody stood up), and the shorthand writers having been sworn,

The Chairman of the Commission, Mr. Price, Q. C., said they were assembled there under the commission of Her Majesty, which had just been read, and which had been issued in pursuance of the Act of the 32nd year of Her Majesty's reign, which directed that if the judge who tried an election petition in a borough should represent that there had been, or that he had reason to believe that there had been, corrupt practices prevalent in any such borough, such representation and report should have the same effect as a report of a committee on an election petition before the House of Commons. In consequence, therefore, of the report which had been made by the learned judge who had presided on the election petition there some months ago this commission had been issued. It would be seen by that Act that the powers and authority conferred on the commission were the same as had been conferred on similar commissions appointed under the former Act, the 15 & 16 Vict. By that Act powers were given to commissioners appointed, as he and his brother commissioners were, to inquire into the existence of such alleged corrupt practices, and their powers were not limited to an inquiry into corrupt practices prevailing at the last election only, but they were empowered to inquire, if they saw fit, into the practices that might have prevailed at any preceding election. They were empowered to summon all persons whom they might think could give any information on the matter, and they also had the power of punishing persons for contempt of court, by absenting themselves when required, or for

refusing to give evidence, or to produce papers; and they had also power to call before them persons whom they thought could give any information whatever touching the matter. It might be as well to state that the learned judge who tried the petition a few months ago took occasion to animadvert on the absence of one or more persons who had been deeply implicated in corrupt practices which had actually then taken place. Now, although those persons succeeded in keeping away on that occasion, it might be as well for them to know that they would not frustrate in the same manner the object of this inquiry, because they (the commissioners) could report from time to time, and could adjourn the inquiry from time to time, so as to secure in the end the attendance of any person whom they thought it necessary that they should examine. There was one other matter which he might mention, which was that by the Act to which he had referred all persons who gave to their, the commissioners, satisfaction the best and fullest disclosure of all such matters as they were cognisant of, and were examined upon, would be entitled to receive an indemnity from all proceedings against them; but it would depend on the manner of the witness whether such certificate was granted. With these observations he proposed to adjourn the court until next day, and he hoped that throughout the inquiry, which might be a long one, proper respect to the court would be observed. If any disorderly proceedings took place, they might think it necessary to exercise the powers vested in them in regard to the persons offending. The learned commissioner then mentioned that, for the convenience of witnesses, a list of those to be examined each day would be posted on the doors of the hall. The court then adjourned.

JUDGES' CHAMBERS.

Friday, Aug. 20.

(Before CLEASBY, B.)

COLMAN v. SIR H. LACON AND WALPOLE.

The North Norfolk Election Petition.

This was an application on the part of the petitioner's solicitors, Messrs. Wyatt and Hopkins, that the 1000*l.* deposit for costs should be paid out to the respondents, the sitting members, Sir H. Lacon and Mr. Walpole.

CLEASBY, B., thought it was rather unusual that the petitioner should, as he saw by summons, ask that the money should be paid to the respondents. Rickards, who attended on the part of the petitioner, said the summons was in accordance with the Parliamentary Elections Act.

CLEASBY, B. asked for evidence as to the payment of costs.

Rickards produced an affidavit from the petitioner's solicitor in the country, that the witnesses who attended on the part of the petitioner had been paid.

His LORDSHIP could not understand that the evidence was sufficient.

Rickards said the master had taxed the costs to be paid by the petitioner to the respondents, and the application was that the money (1000*l.*), deposited in the Bank of England, should be paid to them. He did not ask for payment to the petitioner.

Brown, on the part of the sitting members, produced Master Gordon's *allocatur*, that the costs had been taxed at 1600*l.* and upwards.

CLEASBY, B. said the order would be on the *allocatur*, and the affidavit that the money be paid to the respondents or their solicitors.

Order accordingly.

BELL v. Sir W. P. GALLWEY.

The Thirsk Election.

In this case 500*l.* out of the deposit of 1000*l.* had been paid to the petitioner, and the remainder was kept until the costs of Sir W. Gallwey had been taxed.

A gentleman from the office of Messrs. Milne, for the petitioner, asked for the payment of the balance 500*l.*, and produced a receipt for 27*l.* for the costs of Sir W. Gallwey.

CLEASBY, B., supposed the seat was not contested.

It was stated that leave to withdraw the petition was granted, and the master had taxed the costs to Sir W. Gallwey at 77*l.*

His LORDSHIP required an affidavit, but on the consent given on the part of the solicitor for the sitting member an order was made for the payment of the 500*l.* as prayed by the summons.

ELECTION PETITION.—Mr. Justice Willes had before him the Taunton election petition. The court had held that the petition against Mr. H. James could not proceed, and as the petitioner had paid the costs the application was to vacate the recognisance given for 1000*l.* It was the first case under the Act, and Mr. Justice Willes made an order to cancel the recognisance.

COST OF ELECTION PETITIONS.—The vote asked for at the end of the session, in a supple-

mentary estimate for Civil Services for the trial of election petitions, was 13,000*l.*; but the proportions for England, Scotland, and Ireland are difficult to comprehend. The sum for England and Wales, where thirty-six petitions have been tried, is 10,000*l.*; for one election petition tried in Scotland, 1000*l.*; and for Ireland, where there were eleven petition trials, 2000*l.* Law must be cheap by comparison in Ireland and very dear in Scotland, which last, perhaps, is not surprising while the government of Scotland is virtually in the hands of two lawyers of the Court of Session.

LABOUR REPRESENTATION LEAGUE.—The prospectus of the above organisation has been published. The executive consists of working men and representatives of trades societies, amongst whom are Messrs. Applegarth, Crenan, Holyoake, Howell, Odger, Potter, &c. The prospectus states that "the league will promote throughout the kingdom the registration of working men's votes, without reference to their political opinions or party bias; its aim being to organise fully the strength of the operative classes as an electoral power, so that when necessary it may be brought to bear with effect on any important political, social, or industrial question in the issue of which their interests are involved. Its principal duty will be to procure the return to Parliament of qualified working men; persons who, by character and ability, command the confidence of their class, and who are competent to deal satisfactorily with questions of general interest, as well as with those in which they are specially interested. Beyond this it will, when deemed necessary, recommend and support as candidates, from amongst other classes, such persons as have studied the great labour problem, and have proved themselves friendly to an equitable settlement of the many difficult points which it involves."

ESTATE AND INVESTMENT JOURNAL.

STOCK AND SHARE MARKETS.

Stocks and shares are firm, but engagements are limited. Consols have advanced since last week. The New and Reduced Three per Cent have improved, and India Five per Cent. quoted 112½ and 118.

The following are the fluctuations of the week

ENGLISH FUNDS.	Fri.	Sat.	Mon.	Tues	Wed	Th
Bank of England Stock	...	...	...	...	...	...
3 ½ Cent. Red. Ann.	93½	93½	93½	93½	93½	93½
3 ½ Cent. Cons. Ann.	93½	93½	93½	93½	93½	93½
New 2½ Cent. Ann.	...	...	...	...	...	...
Do. 3½ do. Jan. 1894.	...	...	...	...	...	...
New 3½ Cent. Ann.	...	...	...	...	...	...
5 ½ Cent. Annuit.	96½	96½	96½	96½	96½	96½
5 ½ Cent. 7 Jan. 1873	...	...	103	...	...	...
Ann. 30 years exp.	...	...	...	...	...	...
April 5, 1885	...	...	...	...	11½	...
Do. exp. Jan. 5, 1890	...	...	...	...	...	...
Do. exp. July 1890	...	...	...	...	...	...
Red Sea Tele. Ann. 1906	...	...	...	...	...	...
Consols, for Acc.	93	93½	93½	93½	93½	93½
India 5 ½ Cent. for Acc.	...	...	...	...	...	...
Do. 5 ½ Cent. July 1890	112½	112½	...	112½	...	...
India Stock, July 1890	...	...	118	...	118½	...
India Stock, 1874	209	...	210	...	210	...
India 5 ½ Cent. 1870	...	...	...	...	...	...
India Stock, 4 ½ Cent.	...	...	...	...	...	...
1888	101	100½	101½	101½	101½	...
India Bonds (1000 <i>l.</i>)	25s. c	...	...	30s. c	...	...
Do. (under 1000 <i>l.</i>)	25s. c	...	...	30s. c	...	...
Ex. Bills, 1000 <i>l.</i>	a	...	e	f	g	...
Do. 500 <i>l.</i>	b	d	...	...	...	...
Do. 100 <i>l.</i> and 200 <i>l.</i>	...	...	...	...	...	...
3 ½ c.	b	d	...	g	...	...

a June, 3 per cent., 7s. pm. f March, 2½ per cent., 7s. pm.
b June, 3 per cent., 8s. pm. g June, 3 per cent., 8s. pm.
c Premium. h June, 3 per cent., 8s. pm.
d June, 3 per cent., 8s. pm. i March, 8s. pm.; June, premium.

PUBLIC COMPANIES.

RAILWAY COMPANIES.

Blythe and Tyne.—A dividend at the rate of per cent. per annum.

Cockermouth, Keswick, and Penrith.—A dividend at the rate of 1½ per cent. per annum.

Dublin and Belfast.—A dividend at the rate of 3½ per cent. per annum.

Maryport and Carlisle.—A dividend at the rate of 8 per cent. per annum.

Metropolitan.—The dividends announced are per cent. per annum on the ordinary and extensive stocks, 6 per cent. on the preferred, and 3½ cent. on the deferred stocks.

Metropolitan and St. John's Wood.—A dividend at the rate of 2½ per cent. per annum.

North London.—A dividend at the rate of 6½ per cent. per annum.

Sirhowy.—A dividend at the rate of 10 per cent. per annum.

Staines, Wokingham, and Woking.—A dividend at the rate of 3½ per cent. per annum. on ordinary shares.

Stratford-upon-Avon.—An ordinary dividend at the rate of $\frac{1}{4}$ per cent. per annum.
Taf Vale.—A dividend at the rate of $9\frac{1}{2}$ per cent. per annum.
Trent, Ancholme, and Grimsby.—A dividend at the rate of $\frac{1}{2}$ per cent. per annum.

BANKS.

Bank of Australasia.—A dividend and bonus, together, at the rate of 10 per cent. per annum.
Birmingham and Midland.—A dividend of 10l. per share was declared for the year.
Preston.—A 7 per cent. dividend was paid on the A capital.
Staffordshire Joint Stock.—An interim dividend of 15s. per share.

ASSURANCE COMPANIES.

Albert Life Assurance.—Mr. S. L. Price, of Price, Holyland, and Waterhouse, is provisional liquidator. It is supposed that the liabilities are very large.

MISCELLANEOUS COMPANIES.

Brazilian Street Tramway.—A dividend at the rate of 10 per cent. per annum.
British Columbia and Vancouver Island Spar, Lumber and Saw Mill (Limited).—Mr. Lovelock and Mr. Irwin are appointed official liquidators.
Hop Planters' Joint Stock Company (Limited).—Creditors are to forward claims to Mr. Harding, Old Jewry, by the 20th Oct. The 1st Dec. is appointed for the Vice-Chancellor's adjudication.
India Rubber Limited.—Particulars of claims must be forwarded to Mr. W. Turquand, the liquidator, by the 13th Sept.
London General Omnibus Company.—A dividend at the rate of $6\frac{1}{2}$ per cent. per annum.
Reuter's Telegram.—The usual interim 5 per cent. per annum dividend was payable on the 18th inst.
Southampton Dock.—A dividend at the rate of $\frac{1}{4}$ per cent. per annum is notified.

MINING COMPANIES.

Don Pedro North Del Rey.—An interim dividend of 3s. 6d. per share is announced.

REPORTS OF SALES.

NOTE.—The reports of the Estate Exchange are officially printed in the following list. Auctioneers whose names are registered there will oblige by reports of their own sales.

Thursday, Aug. 19.

By Messrs. WEATHERALL and GREEN, at the Mart.
 Freehold premises, No. 64, Prince's-street, Leicester-square, and workshops, annual value 290l.—sold for 2900l.

Tuesday, Aug. 24.

By Messrs. DEBENHAM, TEWSON, and FARMER.
 Leasehold business premises, No. 45, Ludgate-hill, term twenty-one years from 1833, at 300l. per annum—sold for 800l.

SOLICITORS' JOURNAL.

NOTES OF NEW DECISIONS.

EQUITY—AGENT—PATENTEE.—A patentee agreed with a machine maker that the machine maker should make machines according to the patent and sell them, taking a certain sum upon each machine for himself, and paying to the patentee, as a royalty, the amount charged for the machines above that sum. Upon a bill filed by the patentee for accounts, and payment for the use of the patent: Held, that the plaintiff's remedy, if any, was by action at law. The patentee could not maintain a suit in equity for an account against the machine maker, as agent: (*Moxon v. Bright*, 20 L. T. Rep. N. S. 961. Ch.)

PRACTICE—TAKING BILL OFF THE FILE—WAST OF BONA FIDES.—A bill was filed by R., who, it appeared, was the husband of the laundress of H., formerly solicitor of a benefit building society, who were defendants; and a motion was made to take the bill off the file on the ground of want of bona fides, and that R. was evidently the creature of H.: Order made with costs: (*Robson v. Dodds*, 20 L. T. Rep. N. S. 968. V.C.M.)

NEW TRIAL—GROUNDS ON WHICH GRANTED.—The plaintiff being injured by the falling of a chain, owing to the alleged negligence of a person in the defendant's employ, brought an action against the defendant for the injuries sustained; but the person by whose alleged negligence the injury was caused was not called at the trial as a witness on behalf of either the plaintiff or defendant. The jury having, after considerable hesitation, found a verdict for the defendant; a rule nisi for a new trial was granted on an affidavit that this person's evidence was subsequently obtained and bore out the case of the plaintiff: Held, per Cockburn, C. J. and Hayes, J., that the rule for a new trial should be made

absolute, as the witness not called being in the service of the defendant the plaintiff might under the circumstances of the case be excused from calling him. Per Mellor, and Lush, JJ.: That the rule for a new trial should be discharged, the fact of the absent witness being in the defendant's service not being a satisfactory explanation of his not having been called by the plaintiff: (*King v. Kelk*, 20 L. T. Rep. N. S. 974. Q. B.)

PLEADING—AWARD—ESTOPPEL—RES JUDICATA.—To a declaration for work done and materials supplied, the defendant pleaded, except as to 145l. 3s. 1d., parcel of the money claimed, that the plaintiff ought not to be admitted to allege that at the commencement of the suit any more than the said sum of 145l. 3s. 1d. was due by the defendant to the plaintiff, because that after the accruing of the causes of action in the declaration mentioned and before this suit, a dispute having arisen as to the amount due, an agreement was made to refer the question of how much was due to the award of an arbitrator, and to be bound by his award, and that the arbitrator, having heard all the evidence, awarded that the amount due from the defendant to the plaintiff in respect of the said causes of action was 145l. 3s. 1d. On a demurrer to this plea: Held, that the plea was good without any allegation of payment or tender of the amount awarded to be due, being pleaded only to the amount claimed in the declaration beyond the sum so awarded to be due: (*Cummings v. Heard*, 20 L. T. Rep. N. S. 975. Q. B.)

HEIRS-AT-LAW AND NEXT OF KIN.

BOYES (Craven), Wrench-green, Hutton Bushell, York, heir at-law to come in by Nov. 10. V.C.S.

CREDITORS UNDER 22 & 23 VICT. c. 35

Last day of Claim, and to whom Particulars to be sent.
 ALEXANDER (Daniel), Hingham, Norfolk. Oct. 1; James Feltham, solicitor, Hingham.
 BAKER (William), Upper George-street, Bryanston-square. Sept. 1; W. W. Cousins, solicitor, 84, Great Portland-street, W.
 BOON (Jas.), High-road, Tottenham. Sept. 24; Walters and Gash, solicitors, 3, Finsbury-circus.
 BUTTERFIELD (W.), 5, Stanhope-terrace, Hyde-park. Sept. 20; Tucker, New, and Co., solicitors, 4, King-street, Cheapside.
 CAMB (Sam.), 2, Taverstock-street, W.C. Oct. 1; J. J. Solomon, solicitor, 28, King-street, Cheapside.
 CROSLAND (John), 1 and 2, Fenchurch-street. Sept. 10; Hughes, Hooker, and Co., solicitors, 26, Budget-row.
 CUVILLIER (Austin), 19, Water-lane. Sept. 18; Plews and Irvine, solicitors, 31, Mark-lane.
 DOWNWARD (Mary), Ruthin. Sept. 21; Harvey, Jevons, and Co., solicitors, 12, Castle-street, Liverpool.
 HARGREAVES (John), St. Barnard's Abbey, Leicester. Oct. 1; Hughes, Masterman, and Co., solicitors, 26, Austinfriars, E.C.
 HUNT (Jas.), 18, St. Dunstan's-hill, London. Sept. 18; Plews and Irvine, solicitors, 31, Mark-lane.
 JOHNSTON (William), 137, Cambervell-green. Sept. 18; Plews and Irvine, solicitors, 31, Mark-lane.
 PARTON (L. J.), 17, Upper Woburn-place. Oct. 5; R. J. Pattern, solicitor, 1, Verulam-buildings.
 ROBERTS (Miss Sarah J.), 2, Richmond-terrace, Stretford, Manchester. Oct. 15; Earlsdon, Orford, and Co., solicitors, Manchester.
 SAVILLE (James), Leeds, Yorkshire. Oct. 1; C. Bulmer, solicitor, 73, Albion-street, Leeds.
 SIMPSON (George Hamble), Southampton. Oct. 10; Watkins, Baker, and Co., solicitors, 11, Sackville-street, London.
 STAGLAND (Charles H.), Old Manor House, Lower Mitcham. Oct. 1; Messrs. Smith, solicitors, 7, New-square, W.C.
 STUART (Emma), Portsmouth. Sept. 20; Hellard and Son, solicitors, High-street, Portsmouth.
 WALKER (George), M.D., 10, Piccadilly, Manchester. Oct. 1; J. Kershaw, solicitor, 13, Cooper-street, Manchester.

CREDITORS UNDER ESTATES IN CHANCERY.

LAST DAY OF PROOF.
 BROADWOOD (J. J.), Buchanan-hill, Crawley, Sussex. Sept. 9; T. K. Edwards, solicitor, 5, Cloak-lane, E.C. Nov. 4; M. R., at eleven.
 COLTHURST (Rob. J.), Weston-super-Mare. Oct. 1; Gabriel, Pool, and Co., solicitors, Bridgwater. Nov. 4; V.C.J., at twelve.
 FITZES (Sarah), Troy Town, Rochester. Oct. 1; G. B. Ackworth, solicitor, Rochester. Nov. 5; V.C.S., at two.
 GRIMM (J. E.), Liverpool. Nov. 20; England and Co., solicitors, Kingston-upon-Hull. Dec. 7; V.C.S., at twelve.
 KENDALL (William), Plymouth. Oct. 15; C. L. Radcliffe, solicitor, Plymouth. Nov. 2; M. R., at eleven.
 SMITH (H. F.), East-lodge, Park-hill, Clapham. Oct. 1; Hart and Davis, solicitors, Abchurch-lane, Sherborne-lane. Nov. 4; V.C.S., at twelve.
 SPALDING (Jno. E.), Balmacellahan, Kirkcubright. Sept. 30; J. J. Darley, solicitor, Raymond-buildings. Nov. 1; V.C.M., at twelve.
 TIEBORN (Henriette F.), 36, Manchester-street. Oct. 1; Dobinson and Geare, solicitors, 57, Lincoln's-inn-fields. Nov. 2; V.C.S., at twelve.
 WALSH (John), 26, Clement's-road, Brompton. Oct. 1; A. Field, solicitor. Nov. 4; V.C.S., at twelve.
 WOODS (Kitty), Bexley. Oct. 1; C. R. Gibson, solicitor, Dartford. Nov. 1; V.C.S., at one.

UNCLAIMED STOCK AND DIVIDENDS IN THE BANK OF ENGLAND.

[Transferred to the Commissioners for the Reduction of the National Debt, and which will be paid to the person respectively whose names are prefixed to each, in three months, unless other claimants sooner appear.]
 EVANS (Geo.), Crookham, near Farnham. Dividend on 150l. Reduced Three per Cent. Annuities. Claimant Caroline Evans.
 MARTIN (Anna Maria), Queen-street, Westminster. Dividend on 457l. 16s. Reduced Three per Cent. Annuities. Claimant said Anna Maria Martin.

SHERIFF'S COURT.

(Before Mr. Under-Sheriff BURCHELL, and a Jury.)
Proclamations of Outlawry.

Mr. Slowman, the officer, attended, and made proclamations in a number of actions for the "last time." The parties were severally called upon to surrender or they would be outlawed. No appearance was made. The following cases were "proclaimed" with the antique ceremony which has come down from Alfred the Great:—

T. E. G. Shaw, at the suit of Graham;
 H. Cook, at the suit of Webb;
 Hugh Francis Wilson, at the suit of Norman;
 John Alfred Waterhouse, at the suit of Hall;
 Horatio Simon Samuel, at the suit of Harding;
 George M. Hollings, at the suit of Garrold;
 C. Spencer, at the suit of Child;
 Thomas Allan, at the suit of Wood;
 Barrington Price, at the suit of Maple;
 Donald Edward Cameron, at the suit of Thomson;
 William Henry Ryves, at the suit of Reynolds;
 Charles Wordsworth, at the suit of Duffort;
 Richard Guinness Hill, at the suit of Andrews;
 Archibald Oliver Wood, at the suit of Smith;
 Wm. Mayor, at the suit of Reid;
 James Lamard, at the suit of Dinace;
 Henry Hawes Fox, at the suit of May.

Also the following defendants:—George Augustus Parker, Thomas Charles Gill, Stewart Paxon Marjoribanks, Henry Peter, Hope Johnston, and Lord George Osborne Townshend.

The next court was fixed for the 16th September.

"CONFIDENTIAL AND LEGAL ADVICE."—The following has been addressed to the *Daily Telegraph*:—"Sir,—Our attention has been called to an advertisement which has appeared in your columns headed 'Confidential and Legal Advice,' in which letters are to be addressed to C. and L. As there is no other firm of solicitors in Gray's-inn to whom those initials can apply, we beg to repudiate any connection with such advertisement or the advertiser, and must request your insertion of this letter, in the hope that the authors of the advertisement will select some other or use their own initials for the future.—Yours, &c., CREE and LAST, 13, Gray's-inn-square, London, W.C., Aug. 19."

A REPORTING MACHINE.—The *Mechanics' Magazine* reports that a "stenographic press" has been invented by M. Gensoul. The reporter sits at something like the keyboard of a pianoforte, and, by applying his fingers to the keys, prints the words as they drop from the lips of the speaker, syllable by syllable, on a strip of paper which rolls along underneath. When we say this we do not, of course, mean that the words are printed in letters. The keyboard appears to be divided into three parts of eight keys each. The left side, worked by the four fingers of the left hand, prints signs which represent initial consonants; the right, worked by the fingers of the right hand, prints final consonants; and the middle, acted on by the two thumbs, prints the medium vowels. We gather that something like a phonetic system of signs is employed. A few months' practice is said to enable any operator to follow the most fluent speaker with ease. We ought to say that M. Gensoul's system renders it unnecessary to transcribe the copy. Just as with the phonetic system, if legibly written, the compositor can set up the speech in common type from the printed strip furnished by the machine. As to the comparative ease of writing characters with a pen, and printing them in the way here described, we can give no opinion. What we should certainly miss, if the machine came into use in the galleries of our Houses of Parliament, would be the happy skill with which the reporters condense the speeches from their notes. We have very few speakers who could bear to be reported by a machine.

STATE PAPERS.—The documents which have been transferred to the Public Record Office by Government departments are allowed to be searched and examined by the public only down to certain periods fixed by the department from which the papers have been transmitted. These periods vary according to the nature of the papers. Sir T. Duffus Hardy, the deputy keeper of the public records, states in his report recently issued the dates to which these Government documents in the Public Record Office are open to the public by permission of the department from which they have been transferred:—The Treasury papers, to the end of the reign of Geo. III.; the Home Office papers, to the end of the reign of Geo. II.; the Foreign Office, to 1688; the Colonial Office, to the end of the reign of Geo. II., except the North American correspondence later than 1702; the War Office, to the end of the reign of Geo. III.; India Office, to 1853; Admiralty, at Whitehall, to the end of 1800; at Somerset House, a portion to 1760, from the department of the Accountant-General of the Navy; Audit Office, to the end of the reign of Geo. II. Thus modern secrets are kept.

THE BENCH AND THE BAR.

THE ANTICIPATED LEGAL CHANGES.—It is generally understood that the new Lord Justice, in the room of the late Lord Justice Selwyn, will not be appointed at present. Consequently, all speculations as to that learned judge's successor are premature. It is also again currently reported in the profession that Vice-Chancellor Sir John Stuart will resign before next Michaelmas Term.

Sir Edward Creasy, in far-off Ceylon, neither rests on the reputation of his "Fifteen Decisive Battles," nor gives up all his time to the performance of his judicial functions. He has leisure enough to enable him to write a novel, and Sir Edward has one now in progress. The subject of the story is "Greek" and "classical." The author will probably return to London about Christmas to see the work through the press.

REVISING BARRISTERS FOR THE METROPOLITAN DISTRICT.—The Lord Chief Justice of the Queen's Bench has just appointed the following gentlemen revising barristers for the metropolitan district for the present year:—Mr. James Newton Goren, of the Inner Temple, to revise the lists of voters for the county of Middlesex; Mr. Spencer Perceval, of Lincoln's Inn, to revise the lists of voters for the city of London; Mr. Francis James Bacon, of Lincoln's Inn, to revise the lists of voters for the city of Westminster, and the boroughs of Marylebone, Finsbury, and the Tower Hamlets; and Mr. Nassau John Senior, of Lincoln's Inn, to revise the lists of voters for the boroughs of Hackney and Chelsea.

In reference to the letter on "Natural Selection at the Bar," signed "Temple," which appeared in this paper on the 12th, Mr. J. A. McLeod, jun., writes:—"Your correspondent 'Temple' is not quite accurate in his figures or in his facts. I was called to the Bar in the latter part of 1863, and consequently was of about four and a half year's standing at the Bar when I was appointed about this time last year, instead of three years as stated in 'Temple's' list. Further on he writes, 'Mr. Baron Martin allotted to Mr. Francis one of the regular districts which had become vacant through the resignation of Mr. Deedes,' &c. This is not quite correct, as a portion of Mr. Deedes' work—the revision of the lists for the borough of New Shoreham—was done by me in accordance with the terms of my appointment. These are very trifling matters, but perhaps it is as well that they should be set right."—*Pall-Mall Gazette*.

SERIOUS ACCIDENT TO A POLICE MAGISTRATE.—On Thursday afternoon, about three o'clock, an accident happened to Mr. Maude, the sitting magistrate at the Woolwich Police-court, which might have been far more serious in its results than it was. Mr. Maude, according to his daily custom, had ridden over Blackheath and through Charlton on horseback from the Greenwich police-court, where he had a morning sitting, but just as he was in the act of turning out of Wellington-street, Woolwich, to go to the Woolwich police-court, his horse unfortunately stumbled over some rough flint stones laid down for the purpose of road repairing, and in rolling over Mr. Maude was thrown heavily upon the kerb. Several persons who saw the accident at once ran to the worthy gentleman's assistance, and did what they could for him, but it was a long time before he could rally. After some delay Mr. Maude felt himself sufficiently recovered to be removed to the court, and persisted in resuming his magisterial duties, although looking very ill and exhausted. There is no doubt the fall was a very bad one, and the shock to the system very great, but it is confidently hoped a little rest will soon restore the worthy gentleman to his usual health, which is generally very good.

JUDGES' PATRONAGE FOR JUDGES' SONS.—The following has been addressed to the *Pall-Mall Gazette*: "Sir,—It may be interesting to your readers to learn that Mr. Justice Hannen has practically indorsed the sentiments attributed to the Lord Chief Baron at Lewes, as to the desirability of revisorships being kept sacred for the sons of judges. The assistant revisors have just been appointed here, and Mr. Justice Hannen has displaced two gentlemen, one of eighteen years' standing, the other of seventeen, both appointed by the Chief Baron last year, to make room for two gentlemen, sons of judges—one, Mr. Bacon, of seven years' standing; the other, Mr. James Mellor, who has just attained the requisite three years, and who, moreover, has not acted as a revisor before. Of course if the revisorships are to be considered mere appendages of the judges' relatives, to the exclusion of men of standing and experience, there is an end of the matter. If, on the contrary, the best men are supposed to be selected, the present appointments (which have given great dissatisfaction on circuit) cannot for a moment be upheld. They come, besides, with very bad grace from Mr. Justice Hannen, who owes his own seat on the bench to the independence and magnanimity of the then Chancellor.

When the learned judge was a member of a certain advanced club, the present writer has more than once heard him denounce all promotion by favour or affection. Surely elevation must have somewhat shortened his memory, yet it is not so long since he was a member of—THE CENTURY. Assize Courts, Liverpool."

LORD PALMERSTON'S DIARY.—The main fact published by the *Athenæum* is quite true, although not to the extent which an evening contemporary would conduct sanguine readers to believe when it intimates that "Lord Palmerston's shrewd perception and genial humour were employed in this diary of his to analyse the characters of the great men with whom for threescore years he was almost in daily contact. Sir Henry Bulwer, who is said to be at work on a biography of the veteran statesman, will have materials at disposal unequalled since the days of Boswell." The diary is said to be full of interest, and distinguished by all the late Premier's finest characteristics. It commences when he was sixteen years of age, and it ends at the close of 1830, when he assumed office as Foreign Secretary. But at present no continuation of the diary has been found amongst his lordship's papers; and it has none of the attributes of a Boswellian record. It is replete with interest; modest, unaffected, and simple; without an atom of gall or ill nature, but short and condensed, as if the style had been formed after the model of the sententious brevity of Tacitus. It seems to have been originally designed in its present form chiefly to explain why he left the Tories and took office under the Whig Earl Grey; a change which, according to Lord Palmerston's chivalrous sense of honour, could only be justified by the fact that he was himself deserted by the party, when he was unseated for the University of Cambridge for voting in favour of Roman Catholic emancipation, although there had been an established compact, according to which that question was to have been an open one. The diary will explain that his long term of service as Secretary at War was not from the want of many overtures to accept higher offices. His lordship was importuned by Mr. Perceval, as Mr. Pitt's successor at Cambridge, to assume Mr. Pitt's office of Chancellor of the Exchequer. He twice declined the Governor-Generalship of India, and he was willing to have accepted, on Mr. Canning's solicitations, the Chancellorship of the Exchequer. But George IV. thought that he should find a more pliant Minister in Mr. Herries; and Mr. Canning was compelled, after a visit to Windsor, to make an awkward apology to Lord Palmerston by offering him a British peerage and the governorship of Jamaica? We understand that the story of this interview is full of the most racy humour. The viscount burst into an uncontrollable fit of laughter, which for a moment quite disconcerted Canning; until Lord Palmerston, with his ready good humour, relieved the premier by telling him that he saw that he had not the Chancellorship of the Exchequer at his disposal, but that as for himself he preferred the House of Commons to the niggers! Lord Palmerston's life spans the gulf that separates the era of Fox and Pitt from the times of Gladstone and Bright. But we fear no diary will be found to conduct Sir Henry Bulwer over the thirty-five years which separate the commencement of Earl Grey's Administration from the close of Lord Palmerston's.—*Record*.

MAGISTRATE AND PARISH LAWYER.

NOTES OF NEW DECISIONS.

FRIENDLY SOCIETY—JURISDICTION TO DETERMINE DISPUTES.—Sect. 5 of 21 & 22 Vict. c. 101, gives to justices of the peace jurisdiction to determine disputes arising between members or representatives of members of friendly societies established under 18 & 19 Vict. c. 63, or any of the Acts thereby repealed, "where the rules of any such society shall direct disputes to be referred to justices." A dispute as to the payment of money having arisen between the representative of a member and the secretary of a friendly society, whose rules did not direct disputes to be referred to justices (there being a rule that such disputes should be finally decided by arbitrators appointed by the society), the secretary of the society was summoned before a magistrate to answer the complaint of having unlawfully refused to pay the money. The rules of the society were put in evidence, but the magistrate's attention was not called to the fact that the rules did not direct disputes to be referred to justices, and an order was made for the payment of the money. A rule nisi having been obtained for a *certiorari* to quash the magistrate's order on the ground of want of jurisdiction. Held, that the conduct of the appellant in not

directing the magistrate's attention to the absence of any rule directing disputes to be referred to justices, disentitled him to the discretionary writ of *certiorari*; and the rule was discharged with costs: (*Cordery v. Greaves*, 20 L. T. Rep. N. S. 972. Q. B.)

POOR-RATE—METROPOLIS IMPROVEMENT ACTS—LANDS CLAUSES ACT—PROMOTERS.—Sect. 133 of the Lands Clauses Consolidation Act 1845 enacts that "if the promoters of the undertaking become possessed, by virtue of this or the special Act, or any Act incorporated therewith, of any lands liable to be assessed to the poor-rate, they shall from time to time, until the works shall be completed and assessed to such poor-rate, be liable to make good the deficiency in the assessments for poor-rate, by reason of such lands having been taken or used for the purposes of the works, and such deficiency shall be computed according to the rental at which such lands, with any building thereon, were valued or rated at the time of the passing of such Act, and shall be paid on demand. The defendants, under their special Acts (18 & 19 Vict. c. 120, and 26 & 27 Vict. c. 45) incorporating that section, took lands in the plaintiffs' parish, which at the time they were taken were liable to be assessed to the poor-rate, for the purpose of making a new street from Blackfriars to the Mansion House. The works authorised by the Act have not yet been completed and assessed to the poor-rate. The defendants are still in sole possession of the lands so taken, which are the sites of houses pulled down and demolished by them for the purpose of forming the said street, but have never derived any profit from the lands, and it is at present uncertain whether any or how much of the said lands would ultimately be so used as to be capable of beneficial occupation. Held, by the Court of Exchequer (Kelly, C.B. and Bramwell, Channell, and Cleasby, B.B.) approving and following the case in the Common Pleas of *The Mayor, Commonalty, and Citizens of the City of London v. The Churchwardens and Overseers of the parish of St. Andrew's, Holborn*, 36 L. J. 95, M. C.; L. Rep. 2 C. P., 574; 16 L. T. Rep. N. S. 665, without deciding whether or not sect. 133 would apply to works which, upon completion should be incapable of beneficial occupation, that it did apply to works in their present state, and that the defendants, therefore, were liable to pay the deficiency in the poor-rate assessment, caused by such taking, and that the plaintiff's action to recover the same was maintainable: (*Wheeler v. The Metropolitan Board of Works*, 20 L. T. Rep. N. S. 984. Ex.).

CRIMINAL LAW—PRACTICE—EVIDENCE—DEPOSITIONS.—If the witness gives evidence of facts of which no mention is made in his deposition as having been taken by the committing magistrate, the clerk to the magistrates may be called to prove that such facts were stated by the witness in his examination, but were not taken down by him (the clerk): *R. v. Moore*, 20 L. T. Rep. N. S. 987. Lush, J.)

MIDDLESEX SESSIONS.

Monday, Aug. 23.

The August adjourned general sessions of the peace for the county of Middlesex, were commenced this morning before Mr. Serjeant Cox (Deputy Assistant Judge), Mr. Joseph Payne (second court), Dr. Jervis, Mr. Adams Shepherd, Alderman Abbiss, &c.

The calendar contained the names of 143 prisoners for trial, which does not include about 20 others committed on Friday last. Only a small moiety of this number were indicted for misdemeanor, the remainder being charged with felony. The grand jury were sworn.

HABITUAL CRIMINALS ACT.

The Judge, addressing the grand jury, said it was not usual in that court to direct the attention of the grand jury to any changes in the law, but on the present occasion he found it to be his duty to do so. An Act had been passed, and was then in operation, which would very much affect the administration of justice, and the provisions of which could not be too widely understood. It is an Act called the "Habitual Criminals Act," for the more perfectly dealing with criminals. It provides that on a second conviction for any felony, or misdemeanor, or dishonesty, whatever may be the punishment, that in addition to any punishment awarded to the criminal by the judge, it should be deemed part of the sentence passed on him, unless otherwise declared by the court, that he was to be subject to the supervision of the police for seven years. Now the effect of that supervision was this: If, being subject to the

supervision, a man was charged by a constable or police-officer with getting his livelihood by dishonest means, and he failed to make it appear to the magistrates that he was not getting his living in a dishonest way—or, secondly, if he was found by the police in any place under such circumstances as satisfied the magistrate that he was about to commit, or aid in the commission of any crime punishable on summary conviction; or that he was waiting for an opportunity to commit or aid in the commission of any such crime; or if he was found by any person in or upon any dwelling-house, building, yard, or premises, or in any shop, warehouse, counting-house, garden, orchard, &c., without being able to account to the satisfaction of the justice for his being found on such premises, the burden of the proof being thrown upon the prisoner, he was then to be subjected to imprisonment for a term not exceeding twelve months, with or without hard labour. Now these enactments would give a great hold upon the criminal population of the country. Further provision was made in this Act with respect to receivers of stolen goods. Hitherto, in these cases the burthen of proving guilty knowledge lay upon the prosecution, and the jury had no doubt seen, in the course of former cases, the exceeding difficulty which sometimes arose in respect of this proof, because it was one thing to prove a man was in possession of stolen goods, but it was another to show he had a guilty knowledge that the goods were stolen. Now the Act he referred to would partially meet this difficulty. It was provided that when any person had been previously convicted of receiving stolen goods, and should afterwards be charged with the like offence, or having them in his possession, the burthen of proof that he did not know they were stolen lay on the prisoner. In cases of previous conviction it would be enough for the prosecutor to prove the stolen goods were in possession of the prisoner, and it would be then for the prisoner to prove he did not know the goods were stolen. To enable this to be done, the course of proceeding previously observed upon these trials was reversed by the recent Act. Hitherto former convictions were concealed from the jury until after the trial, the object being to prevent the minds of the jury being prejudiced or influenced by the previous history of the prisoner. But under the new law, in the cases of receivers of stolen goods, the course would be to commence with proving former conviction, and therefore the jury would start with the knowledge in their minds that the prisoner had been previously convicted, and that knowledge would be presumptive proof that the prisoner knew the goods were stolen. It would then be for the prisoner to show that he did not know the goods in his possession were stolen. By this means the jury would be able to obtain an answer in these cases, which they could not previously come at. Further, then, this Act referred to dealings in old metals, provisions having been introduced prohibiting the purchase of lead, whether new or old, in any quantity at one time of less weight than 112lb., or of copper, old or new, in any quantity at one time of less weight than 50lb. A penalty of 5l. could be inflicted for these offences. These provisions would, he considered, have a very beneficial effect in checking dishonest dealing in old metals. He was happy to say there would be no case before them requiring particular direction from him. His Lordship then dismissed the grand jury to their duties.

POOR MR. BRIERLEY AGAIN.

In reference to Mr. Brierley, the learned Sergeant, addressing Mr. Cooper, the senior member of the Bar, who was present, said: "It is desirable that I should explain in a few words what has occurred to Mr. Brierley. He was committed upon the charge of contempt of court, with a view that, if insane, he should be properly and permanently provided for. The magistrates met and called before them physicians who certified under the Lunacy Act that he was insane. The certificate was sent to the Secretary of State, and the Lunacy Act directs that the Secretary of State, upon receipt of such a certificate, shall appoint some lunatic asylum in which the prisoner shall be confined. I do not know the precise circumstances, but I believe the Under Secretary of State entertained some doubt whether a prisoner committed for contempt was within the Act. I had then no option but to order his discharge at the close of the session. When a prisoner is not in a fit state to be discharged, it is the duty of the governor to deliver him to his friends, or if he has no friends, to some public officer. No friend of Mr. Brierley appeared to take care of him, and he was sent to the Clerkenwell Workhouse, where he was examined and declared to be lunatic. He was then placed in the lunatic ward, and although it was not very comfortable, he was properly fed and cared for. It happened that all the asylums were full, and there was reason to fear that a considerable time would elapse before he could be sent to one of them. Sir William Bodkin

had suggested that something should be done by the Bar, but in the meantime one of the magistrates, Sir Alexander Sharman, had exerted himself with great pains to obtain the admission of Mr. Brierley into Hanwell. A vacancy had been made, rather than found, as a special favour, and he would now be treated in Hanwell Asylum as a first-class patient, enjoying all the comforts and many of the luxuries of life. He would be better cared for than he could possibly be by his friends, and the last days of his life would be passed with as much comfort as was consistent with his sad condition of mind. It would be infinitely better for him to remain in Hanwell than to be removed to a private asylum, and as the only effect of a subscription, to which, no doubt, many members of the Bar would be happy to subscribe, would be to cause that removal, it would not be advisable now to carry Sir Wm. Bodkin's views into effect. The Bar, no doubt, sympathised deeply with the unhappy condition of Mr. Brierley, and if his disease should not be cured they would, at all events, have the consolation of knowing that his grey hairs would go down to the grave in comfort. Mr. Cooper, who is senior and leading barrister at this court, expressed in a short speech his concurrence, on behalf of the members of the Bar, in the course which had been adopted. The subject then dropped.

THE NEW BEER ACT.

Sunday drinking—A caution.

At petty sessions held at Newnham, Gloucestershire, on Monday, before E. O. Jones, and Alfred Gould, Esqrs., Wm. Baylis and Hiram Baylis, of Plump-hill, East Dean, miners, were summoned under the 16th section of the New Beer Act, for drinking in a public-house at Plump-hill, on Sunday, the 25th ult., at a certain time when such house, by law, ought to be closed, the defendants not being servants or inmates of such house.

Whatley, of Mitcheldean, appeared for the defendants.—He said that while he approved of the wholesome provisions of the Act, he contended that there should be no conviction in this case, as the persons charged with drinking were in a shed belonging to and occupied with the house, and not in the house, and although the words "house and premises" were in the old Beer Act, the 16th section of the new Act referred to a "house" only, and it appeared to him that the Legislature intended only that persons should not keep their houses open.

The Bench, taking into consideration the remarks made by Mr. Whatley as to the defendants having unwittingly if at all committed the offence, decided not to go on with the case, but wished it to be distinctly understood that if any of the same nature of cases should be brought before them and proved they would surely convict, and said that they did not accept Mr. Whatley's interpretation of the section as to omission of the word "premises," but considered that the word "house" would include any building occupied with the curtilage.

The Court was full, and Mr. Carter, justices' clerk, read aloud, for the information of the people, the section bearing on the above case.

JOINT-STOCK COMPANIES' LAW JOURNAL.

NOTES OF NEW DECISIONS.

CONTRIBUTORY — APPLICATION FOR SHARES WITHDRAWN BEFORE ALLOTMENT.—W. applied for 300 shares in a company which was being formed and consented to become a director of the company, an agreement having been previously entered into between him and the secretary of the company that W. should be paid 10s. per share if he would apply for 300 shares and give in his name as a director. Before any shares were allotted, W., through one of the directors, orally withdrew his application. Sixty shares were, nevertheless, allotted to him, and 300l., which he had paid as a deposit on the 300 shares, was appropriated in payment of the deposit and first call on the sixty shares. After a delay of five months, and a year and a half before the company was ordered to be wound-up, W. filed a bill to set aside the allotment: Held, first, that the agreement between W. and the secretary was null and void, and formed no consideration for W.'s agreeing to become a shareholder; secondly, that, as he had withdrawn his application before the shares were allotted, he was entitled to have his name removed from the list of contributories; thirdly, that he had not lost his right to relief by delay. The withdrawal of an application for shares may be made orally, and does not require to be in writing: (*Re The Natal Investment Company (Limited)*, *Wilson's case*, 20 L. T. Rep. N. S. 962. M. R.)

RAILWAY — AGREEMENT FOR STATION.—A railway covenanted to use land as a "first-class station." The court granted an injunction to restrain it from allowing any ordinary or fast trains, not being mail or express, or special trains, to pass without stopping: (*Hood v. The North-Eastern Railway*, 20 L. T. Rep. N. S. 970. V.C. J.)

THE ALBERT INSURANCE COMPANY.—The following has been issued by some of the policyholders of the Albert Life Assurance Company:—"To the Shareholders, Policy Holders and Annuity-holders in the Albert Life Assurance Company.—Ladies and gentlemen,—A commercial disaster rarely equalled, but never surpassed, in the annals of assurance companies has befallen your company; at a time, too, when you were induced to believe, by the specious announcements daily issued by the executive, that your affairs were in a prosperous condition. It is useless at the present moment to refer to the causes which have produced this disaster, but we invite your attention to the rapidity with which it has been consummated. On Thursday last, the 12th instant, a private meeting of some of the shareholders was held at the company's offices, when, in the presence of your chairman and directors, the manager, Mr. Arthur Raymond Kirby, made an elaborate statement respecting the financial position of the company, and pointed out the extent of sacrifices to which you collectively and individually should submit. A legal gentleman subsequently addressed the meeting, and while deprecating the ruin as well as the delay and expense incidental to the action of the Court of Chancery in the administration of your affairs, submitted certain resolutions, which were adopted *en masse*, any discussion thereon being deprecated. We have been informed that a petition to wind up the company had been actually presented on the day previous to such meeting by a firm of solicitors, of which the legal gentlemen referred to is one. On Friday, the 13th inst., in the presence and with the approval of the company's solicitors, after a discussion before the chief clerk of the Vice-chancellor, which did not occupy five minutes, an order was made to appoint Messrs. Arthur Raymond Kirby and Samuel Lowell Price liquidators provisionally until the hearing of the petition on the 10th Sept. next. Notwithstanding all the revelations which have lately taken place respecting the management of joint-stock companies, it may excite observation, if not suspicion, that this hurried step was taken during the vacation immediately after the judges had left town, and when no public discussion could possibly have taken place in your interest, or for your protection. Your company, which is stated to have liabilities on policies and annuities exceeding 7,000,000l., with a premium income amounting to 300,000l. a year, is virtually remitted to the custody of its former manager. We are advised that the selection of Mr. Kirby is highly objectionable, inasmuch as his father or himself has had the chief control of the affairs of your company since its formation in the year 1838, the deed of settlement providing that, in addition to a substantial salary, the former should receive 5l. per cent. on the premium income of the company, out of which he should have amassed a colossal fortune. Apart from every other consideration, we are of opinion that the gentleman who has been to some extent instrumental in placing your company in its present disastrous condition should not be the person specially selected to manage your affairs at this momentous crisis. If you coincide in our opinions, and are prepared to co-operate in the appointment of an independent liquidator, who will devote himself solely to your interest, be good enough forthwith to signify your assent by letter, addressed as below, to the committee which is about being formed for the protection of your interests.—We remain, your obedient servants (signed by policy holders), P.S. It would be very desirable that all shareholders should attend in person at the meeting convened by the company for the 26th inst., and not entrust their proxies to any official or other person connected with the directors. London City Terminus Hotel, Cannon-street." The *Insurance Record*, in reference to this company, says: "It is very natural that those entirely in the dark should be ready to ask, 'Since this office, with every sign of outward prosperity about it, is shown to have been rotten at the core, and has thus suddenly collapsed, what guarantee have we that other offices, apparently sound and flourishing, are not in the same position?' Such a query is inevitable. The answer to it, fortunately, is very simple. As we have stated, this is the first great crash in the history of life assurance. There are but two instances on record in which the policy holders of a life office have been called upon to suffer loss, and these were in the case of young and small offices, in which the interests were not large. A century and a half yields only two very small failures involving loss to the policy holders! This in itself should

help to sooth the fears of alarmists. But we have it in our power to go much further than this, and to state distinctly and explicitly that, with one or two exceptions only, the whole of the life offices of this country are in a thoroughly sound and solvent position." The *Record* adds, that the Albert, being founded in 1838, is not regulated by any of the Companies Acts, but is a sort of partnership in which the liability of the shareholders or co-partners is practically unlimited, although the shares are virtually limited to 20*l*. each, by a clause on the policies. The legality of this clause, however, is open to question, and is liable to be set aside by a court of equity. As there are but 3*l*. called up on each share, it matters little whether this limit of 20*l*. per share be set aside or not, seeing that a present liability of 17*l*. on each share, if fully called up, would cripple the resources of most of the shareholders, and leave many of them penniless."—An application was made on Monday to the chief clerk at Vice-Chancellor James's chambers, on behalf of a number of the policy-holders in the Albert Life Assurance Company, to appoint a representative of their body to attend the meetings, at various places in the country and on the Continent, which have been sanctioned by the judge. In support of the application, it was stated that the policy-holders objected to these meetings being held at the expense of the estate, and that if the meetings were held it was necessary the policy-holders should be represented, in order to protect their interests. It was further stated that the original manager of the company was the late Mr. Kirby, who became managing director, and was succeeded by his son, who now, with Mr. Price, had been appointed provisional liquidators. The provisional liquidators opposed the application, which it was, after some discussion, arranged should be adjourned for rehearing until after the summonses and petitions had been heard before the vacation judge, and the matter will probably come before the judge himself immediately after the petitions have been heard.

MARITIME LAW.

ADMIRALTY DISTRICT BILL.

The following circular relative to this Bill has been issued by the Liverpool Chamber of Commerce:

"Chamber of Commerce,
"Liverpool, 13th Aug. 1869.

"Dear Sir,—I am directed by the council to transmit herewith print of Bill for the establishment of district registries of the High Court of Admiralty in England which has been brought in by the members for this borough. The Bill was prepared by the Incorporated Law Society of Liverpool, and has been submitted for examination by this chamber, in conjunction with the Underwriters' Association. Two main objects are contemplated by the Bill, (1) the establishment of local registries, and (2) the regulation of the adjustment of general average. To the first of these objects the council principally desire to direct the attention of other commercial bodies, with a view to obtain their co-operation in securing its accomplishment. The preamble of the Bill states that more than one-half of the business of the Court of Admiralty in the year consists of suits arising in Liverpool, Newcastle, Sunderland, and North Shields, to which, if Hull and Deal be added, the proportion is considerably increased. The necessity of taking witnesses up to London, of attending to watch the conduct of the case, and other incidental sources of expense and inconvenience through the courts being held there, are not only in themselves a serious injury, but they give rise, it is believed, in many cases to miscarriage of justice, the effect of which is most pernicious to the interests of trade. A remedy for some of these inconveniences may, in some cases, be found in the Act conferring Admiralty jurisdiction on County Courts in minor causes; but this jurisdiction is, and ought to be, very limited, otherwise a conflict of decisions might arise detrimental to the character of our justice, and introducing confusion and uncertainty into our maritime law. The provisions of the Bill prepared by the Incorporated Law Society of Liverpool, will, the council believe, secure the advantages of speedy and effective decisions at the cheapest rate compatible with good law, at the same time that the not less important advantage is gained of insuring decisions which shall be uniform in their character, and carry with them full weight. The principle of the proposed measure has the further advantage of being in perfect accord with the reforms recommended in the report made by the judicature commission, and while adapted for being assimilated with them, the plans can be carried into practice without waiting for those reforms to be effected. It is proposed by the Bill that district registries shall be established in every port where such a course is justified by the amount of business, with power to take evidence

and decide small cases, subject to appeal to the court. It is further proposed that an Admiralty Court shall be held periodically at two or three of the largest ports by a judge of the High Court, of Admiralty, or other judge of the Superior Courts.

"The following advantages, amongst others, would, it is conceived, accrue from this measure:—1. Prompt, inexpensive, and comparatively certain administration of justice. 2. Uniformity of decisions. 3. Decisions would carry full weight. 4. In cases arising in port, the judges would have a much clearer comprehension of the circumstances out of which it arose.

"In the case of foreign vessels these advantages would be largely increased. I am, in conclusion, to beg that the Bill may receive from your body careful and favourable consideration, and should they concur in opinion with the council of this Chamber with regard to it, that they will petition in its favour when reintroduced next session, requesting your member, at the same time, to give the Bill his best support. Meanwhile, the council will be glad to be favoured with any suggestions or amendment for the improvement of the Bill, with a view to their being submitted to the promoters for their consideration.—Yours faithfully, WILLIAM BLOOD, Secretary."

COUNTY COURTS.

JUDGES' CHAMBERS.

Wednesday, Aug. 18.

An application was made to-day, before Master Bennett, to remove a plaint from the Clerkenwell County Court into a Superior Court, in order to enforce the judgment by arrest or otherwise. The matter came before the master under the 19 & 20 Vict. relating to County Courts.

Master Bennett said the plaintiff wished a *certiorari* to enforce the judgment.

The solicitor said he did, and handed the sections of the Act to the master.

Master Bennett, after perusing the statute, expressed an opinion that he could grant the application. The judgment could be removed by *certiorari*, and all the incidents of a judgment could revive.

It was asked that under the provisions the costs of the removal would be added.

The Master assented to the usual costs.

Order accordingly.

A SCENE IN A COUNTY COURT.

County Court judges often have extraordinary cases before them, and not unfrequently have their patience sorely tried by the legal practitioners who appear in their courts. But it is not often that we read of such a scene as occurred at Stourbridge. A case had been entered, in which Mr. Prescott, solicitor, sought to recover 10*s*. 6*d*. from Mr. W. H. King, clerk to the magistrates at Stourbridge, in respect to some court fees. Mr. Prescott conducted his own case, and Mr. Motteram, a barrister, appeared for Mr. King. Mr. Prescott observed that Mr. King had put the fees in his pocket. The *Birmingham Gazette* tells the rest of the story:—

Motteram said Mr. Prescott was acting most irregularly in saying Mr. King had put fees into his pocket. He said Mr. King had not put fees into his pocket.

Prescott.—I say he has.

Motteram.—Don't contradict me, sir. Sit down and behave yourself properly.

Prescott.—I say he has put them into his pocket.

Motteram.—How can a man conduct himself in so unbecoming a manner in a court of justice? (To the judge.—If I can have the case tried as a question of law I am perfectly content you should try it; but I am sure your feelings would forbid you trying a case where you were a witness to the facts, and after being appealed to by Mr. Prescott.)

Prescott.—I have not appealed to your Honour.

Motteram.—I don't think Mr. Prescott knows what he does.

Prescott.—Oh, you know it will not do for you, Mr. Motteram, to come here and bluster, as it does in some courts.

Motteram.—You know, Prescott, you have had one or two thrashings lately, and you will have another if you don't conduct yourself properly.

Prescott.—If you will come out I will thrash you; I will d—d soon thrash you.

Motteram.—You conduct yourself as a madman, sir.

Prescott.—You are simply a fool. If I'm a madman, we know which is the greatest fool.

The JUDGE.—If you are going to use such language, Mr. Prescott, I shall have to interfere.

Prescott.—Well, sir, you may interfere. When a counsel talks about thrashing, I am perfectly justified. If he will come outside I will thrash him.

Motteram.—You little puppy!

Prescott.—Puppy! There is the itinerant barrister and fool.

The JUDGE.—If you will continue to use such language, I shall have to use very strong measures. You have both indulged in personalities. To Mr. Prescott (who was still speaking).—Will you be quiet, sir?

Prescott.—No; I shall not be quiet. You can commit at your peril.

The judge again requested Mr. Prescott to remain quiet, and he subsequently suggested there should be an adjournment on the understanding there should be no advantage taken of Mr. Prescott's inability to bring an action after the lapse of three months. Eventually the matter stood over for a time, and on its being again referred to, another long discussion ensued as to the trial of the case before Mr. Godson. Mr. Prescott wished it to be tried there, and Mr. Motteram objected on the ground he had stated before. The matter was at length set at rest by Mr. Godson declining to try the case, but without making an order for its adjournment.

ECCLIASTICAL LAW.

NOTES ON NEW DECISIONS.

SUSPENSION FROM A BENEFICE—CLERGY RESIDENCE ACT—CHURCH DISCIPLINE ACT.—

The plaintiff, a clergyman, whilst holding a benefice in the diocese of Manchester, was found guilty in the Divorce Court, upon his wife's petition, of adultery at a place out of the diocese. The Bishop of Manchester, after a report duly made in another diocese by a commission of inquiry under the Church Discipline Act 1840, investigated the charges made against the plaintiff in his absence after due notice, and sentenced him to suspension *ad officio* at a benefice for three years, and further, "that the said sentence shall remain in force until he (the plaintiff) shall produce a certificate to his satisfaction, signed by three neighbouring beneficed clergymen of the diocese of Manchester, of his good conduct during the said period of suspension, and that such suspension be not taken off until he shall produce such certificate." The plaintiff being ignorant of the terms of the sentence, resided out of the diocese during the first part of the three years of suspension, but when the period of the sentence expired he sent to the bishop certificates of good conduct covering the whole time, but as to the first part from clergymen of the diocese in which he had then lived; and at the end of three years from his coming into the Manchester diocese he sent a further certificate signed by three neighbouring beneficed clergymen of the diocese of Manchester of his good conduct during the last three years. Before the receipt of this further certificate the bishop had licensed the defendant to the benefice which the plaintiff had held, and relaxed the sequestrations which had been decreed upon the benefice, one before and the other after the passing of the said sentence. It was declared in the sentence that the plaintiff had been shown to be guilty of "adultery or fornication," and there was no mention in the recitals of some of the matters required to be performed by the Church Discipline Act: Held, upon a special case stated in an action to recover possession of the church and the income received by the defendant, that the plaintiff had not sufficiently complied with the sentence; that the relaxation of the sequestration did not alter the effect of the suspension; and that the suspension *per se* incapacitated the plaintiff from instituting an action or suit for the profits of the benefice until the sentence were altered or satisfied: Held also, that the decree was not invalid for uncertainty, it being immaterial whether the charge were of fornication or adultery for the purpose of the proceedings against the plaintiff; that the jurisdiction of the Bishop of Manchester sufficiently appeared; and that it was not necessary to show on the face of the sentence that the seven days' notice required by sect. 4 had been given to the party accused, nor that the inquiry was public, nor that the preliminary proceedings, with which the bishop was not concerned had been strictly observed: (*Morris v. Ogden*, 1 L. T. Rep. N. S. 978. C. P.)

PRESENTATIONS.—The Duke of St. Albans is requested the congregation to recommend gentleman for the living of Redbourne, stating that he feels if the laity generally had more voice in the selection of their ministers it would immensely strengthen their hands, and material increase the usefulness of the clergy of the Church of England. That his grace is actuated by the best possible motives is clear; but it is unhappy probable that the system of congregations choos-

ing their own clergymen would materially increase not only the usefulness of the clergy, but also the number of needy divines who hover about the parishes of ailing incumbents, using superhuman exertions to ingratiate themselves with the flocks which are about to become shepherdless; their object being to obtain signatures to a round robin addressed to the patron of the living when a vacancy occurs, praying the appointment of the intriguer. These men meet with considerable success in obtaining Crown livings if they light upon a Premier who is new to his work. Experienced Premiers are aware of the trick, and invariably refuse applications for livings backed up by memorials from parishioners. We are not without fear that if the plan of the Duke of St. Albans were generally adopted, it would often, on the death of an incumbent, make the selection of his successor as demoralising a process as a borough election. Without some safeguards it would only throw temptation in the way of needy clergymen, and probably render them in due time as unscrupulous as members of Parliament.—*Pall Mall Gazette*.

CORRESPONDENCE OF THE PROFESSION.

[NOTE.—This department of the *LAW TIMES* being open to free discussion on all professional topics, the Editor is not responsible for any opinions or statements contained in it.

SIR,—I perceive in the annual report of the council of the Incorporated Law Society, as reported in the *LAW TIMES* of last week, p. 320, that the Admiralty Jurisdiction (County Courts) Bill was ultimately withdrawn. This seems an error; at all events, the provisions of that Bill so much deprecated by the council seem to have become law. The County Courts Admiralty Jurisdiction Amendment Act 1869 (32 & 33 Vict. c. 51), which comes into operation on the 1st Sept. next, empowers (sect. 2, division 1) any County Court having Admiralty jurisdiction to try "any claim arising out of any agreement made in relation to the use or hire of any ship, or in relation to the carriage of goods in any ship, and also as to any claim in tort in respect of goods carried in any ship, provided the amount claimed does not exceed 300l." Surely this provision gives the County Court jurisdiction over all claims not exceeding the above amount, arising upon charter-parties and bills of lading, or in respect of freight, demurrage, or short delivery of or damage to cargo, cases, as the report observes belonging to "the most important and best class of business that at present occupies the attention of the common law courts." Still, thus far it is quite possible that the enactment would have practically remained a dead letter, and the only effect of it would have been to have given the judges of the Superior Courts a discretion as to costs in the above maritime causes, where 300l. or less was recovered. For under sect. 9 of the County Courts Admiralty Jurisdiction Act 1868 (with which the Amendment Act is to be read as one). Where proceedings are taken in a Superior Court without a judge's order, which might have been taken in the County Court without agreement, and the plaintiff does not recover a sum exceeding the amount to which the jurisdiction of the County Court in the particular case is limited, the plaintiff is not entitled to costs, and is liable to be condemned in costs unless the judge of the Superior Court who tries the cause certifies. The choice of the court, therefore, in which the action was brought would have depended on the readiness with which the certificate was granted in the Superior Courts. But the matter does not stand here; for sect. 3 of the Amendment Act of this year enacts that the jurisdiction conferred by this Act and by the County Courts Admiralty Jurisdiction Act 1868 may be exercised either by proceedings *in rem* or proceedings *in personam*. So that under the Act of this session the County Court has conferred on it the power of arresting a vessel in the above-mentioned causes, a power which none of the Superior Courts of common law possess, and which the Admiralty Court possesses in only a part of the above causes, viz., in cases of breach of duty in respect of damage to cargo, and then only where the ship connected with the cargo has no owner or part owner domiciled in England or Wales. The Act conferring this extraordinary power passed, I believe, through both branches of the Legislature with hardly any discussion. It was passed by the Lords in the same form in which it was sent up from the Commons.

V. J. J.

REPORT WANTED.—Can any reader of the *LAW TIMES* refer me to the report of a case, which I have an impression I read some years since in the *LAW TIMES*, but cannot now trace, in which it was held, I believe, that the Inclosure Commissioners had no power under their Acts to confirm an allotment made by the value of a portion of

tenantry lands, not being waste, for recreation ground. A SUBSCRIBER.

COUNTY COURT—COSTS.—Though in the scale of costs to be allowed for proceedings in the County Courts under the 33rd section of the 19 & 20 Vict. c. 108 mention is made of "Letter before action" and "Instructions to sue," yet, by analogy to the practice in the Superior Courts, the registrar should not allow these items on taxation between party and party, unless the letter was really written and the instructions given. With respect to "Attending to enter the plaint including particulars and copies," I think the charge should be allowed, though done by the plaintiff himself and not by his attorney. With respect to the allowance of witnesses, by Rule 130 the judge is to direct what number of witnesses are to be allowed on taxation of costs between party and party, and by Rule 132, the costs of witnesses may, in the discretion of the judge, be allowed, whether they have been examined or not. If, therefore, at the conclusion of the trial, the judge directed what witnesses should be allowed, the subsequent allowance by the registrar of other witnesses would, I conceive, form good ground for an application to the judge to review the taxation, under sect. 34 of the 19 & 20 Vict. c. 108. It will, however, be borne in mind that no appeal lies from the judge's order as to the review of a taxation: (See Shortt and Jones's C. C. Acts, p. 166.) ADVOCATE.

SIGNING DEPOSITIONS BY MAGISTRATES.—On many occasions during the last four or five years objections have been taken, with more or less success, at the Central Criminal Court and on circuit, to the reception as evidence of the depositions of deceased witnesses, on the ground that the committing magistrate had not signed the particular deposition, but had merely signed his name once at the end of the whole of the depositions in the case, although the latter practice is apparently that laid down by Jervis's Act (11 & 12 Vict. c. 42). In most of the cases alluded to the judges allowed the deposition to be read in evidence, expressing their intention to reserve the point for the decision of the Court of Criminal Appeal if it should become necessary by a verdict of guilty against the accused; but the result in each case was an acquittal, so that the point has not been definitively settled. At the recent Cornwall assizes, the same question was raised before Mr. Justice Lush in a case of *John Searle*, for uttering counterfeit coin, with a similar result. The point being very important to all persons connected with magisterial proceedings, and having been favoured by the Lord Chief Justice of England with his opinion upon the objection raised before him at the Central Criminal Court in July 1868, I beg to ask you to be good enough to insert in your columns the annexed copy of the correspondence with Sir Alex. Cockburn, by which you will observe that he concurred in my view of the statute, that depositions were admissible in evidence if signed by the justice at the end only. I may observe, further, that I have referred to the point in the recent (tenth) edition of my *Magisterial Synopsis*, vol. 2, p. 813, note 7; and that the practice at this court has since been adhered to; but, in order the better to identify every witness's deposition as belonging to a particular case and to prevent interpolation, we number each page, placing at the foot in its left hand corner the words "Name of Accused A. B." and require the witness to sign each page or sheet of paper of his deposition at the foot or end thereof if it occupies more than one page or sheet; and we also state in the jurat the number of pages of the whole of the depositions in this way, after the names of the witnesses—"contained in pages 1 to 10 both inclusive."—Yours faithfully,

Mansion-house, Aug. 24. GEORGE C. OKE.

(COPY.)

My Lord,—I beg you to pardon the liberty I take in addressing your Lordship upon the case of *Joseph Richards*, tried before you, at the Central Criminal Court, on Thursday last, in which an objection was raised by counsel to the admissibility in evidence of the deposition of an absent witness, on the ground that it was not signed by Mr. Maude, the committing magistrate, he having signed the depositions only at the end. When I state that I know nothing of the case itself, but that the question raises a doubt upon an important point in the daily practice of this and other courts, and of the magistracy in general (by whom my published works are extensively used), I feel that your Lordship will excuse my intruding on you, especially as my object is not to solicit your Lordship's opinion (which I could not presume to ask in this way), but to point out to your Lordship (as the question may, in consequence of the publicity given to it in the newspapers, be raised again on circuit), rather than discuss it in the public journals, that your Lordship has been misled by counsel as to the provisions of the Act cited, 11 & 12 Vict. c. 42, which I venture to submit was, in the case referred to, strictly complied with.

There were other provisions of the 11 & 12 Vict. c. 42, bearing on the point, which were not brought to your Lordship's notice; indeed, it appears to me that the section cited, sect. 17, itself will, on careful perusal, bear out my view; for although it requires the depo-

sitions to be "respectively" signed by the witnesses, and, therefore, each witness must sign his own deposition, yet it only requires the depositions to be signed by the justice, omitting the word "respectively." If, however, this is doubtful, the section explains it, for it refers to a form M. in the schedule of forms to be used (which sect. 23 legalises), and that form contains a caption of a set of depositions, directions as to the signing by the witnesses, and, at the end, a jurat for the justice to sign once, and in which caption and jurat, respectively, the names of all the witnesses are to be mentioned.

The case referred to, of *Reg. v. Osborne*, 8 Car. & P. 113, was decided on the construction of 7 Geo. 4, c. 64, s. 2 (long after repealed by sect. 34 of the 11 & 12 Vict. c. 42), which required the justice to "subscribe all such examinations and informations," &c., which is advisedly different from the language of the present Act, and, therefore, is inapplicable to the question just raised.

I would further refer your Lordship to the 3rd vol. of the new edition of *Russell on Crimes*, pp. 485, 486, for some decisions on the provisions of the present Act which will corroborate my statement; and which I may state embody what I believe is the almost universal practice of magistrates, i.e., to sign the depositions at the end of them only; and I venture to think that your Lordship will, on a closer consideration than you were enabled to give the other day, be of opinion that this course is strictly in accordance with the Act which now regulates these proceedings.

I have the honour to be, &c.

GEORGE C. OKE,

Chief Clerk to the Lord Mayor.

To the Right Hon. Sir Alex. E. Cockburn, Bart.

(COPY, REPLY.)

Dear Sir,—

It occurs to me that I have never replied to your letter on the subject of what I said in the case of *R. v. Richards*, at the Central Criminal Court. Let me do so now. I think you are quite right in your view. Had my attention been called to the schedule (as it ought to have been), I should have expressed a different opinion. The difficulty I felt would have been removed. You may say so whenever the occasion arises.—I am, yours sincerely, A. E. COCKBURN.

Geo. C. Oke, Esq.

NOTES AND QUERIES ON POINTS OF PRACTICE.

[N.B.—None are inserted unless the name and address of the writers are sent, not necessarily for publication, but as a guarantee for bona fides.]

Queries.

75. INHABITED HOUSE DUTY.—Will a dwelling-house, used as law offices, the rental of which is more than 20l., and in the back part of which a female resides to take charge thereof, be liable to inhabited house duty? (see 31 & 32 Vict. c. 14, s. 11.) The section does not specify "offices." E. H.

76. MORTGAGE.—A. being possessed of a freehold estate, executed a mortgage in favour of B. by way of demise for a 500 years' term. The mortgage contained a power of sale enabling B., without the consent of A., to sell and convey the fee simple in the mortgage premises, or for any less estate. I shall be obliged by some of your readers kindly giving me their opinion whether or not B. can exercise the power of sale, and alone convey the fee simple in the mortgage premises, or can he only sell and assign for the residue of the 500 years' term. LEX.

77. LANDLORD AND TENANT.—A. rented B. a house at an annual rent of 14l., payable quarterly. B. left the house, and subsequently gave three months notice to deliver up the premises, and at the expiration of the notice A. accepted the key, and the quarter's rent then due. A. being advised that the notice was illegal, took no steps to re-let the house, neither did he return the key. Can A. sue B. for rent, or for use and occupation subsequent to the termination of the three months notice and the delivery of the key? L. T.

78. ARTICLED CLERKS.—If an articulated clerk be described in the articles as "clerk and shorthand writer," and if a covenant be inserted "That the clerk shall act as a shorthand writer, at all times when required so to do, and transcribe the notes so taken by him," does such a covenant in any way tend to vitiate or endanger the articles? Reply and references will much oblige. N. O.

79. REPAIRING FENCES.—First, A. and B. have gardens adjoining each other, but divided by a wall belonging to A. A. is disposed to let down his wall, or, being down, refuses to rebuild it. Has B. any and what remedy against A. and quote authority. Secondly, is the owner of a close adjoining a common bound to fence against the commoners, or are the commoners bound to herd their cattle? Answers will oblige; quote authority. T.

80. EXECUTION.—A. obtained judgment against a company incorporated by Act of Parliament. The company had, however, leased their works or undertaking before the judgment was obtained. What remedy has A. Can he issue execution against the company's works which are leased? If not, by what means can he enforce his judgment? L. T.

Answers.

(Q. 67.) ADULTERY.—This plea could not be sustained. It was through the wrong act of the defendant that the adultery (if committed at all) arose, and he cannot therefore take advantage of his own wrong by way of bar to a just demand. In the case stated an indictment would not lie for bigamy against the wife: (*R. v. Cur*

persons, 35 L. J. 58; Treat. 31 J. P. 336; Reg. v. Lumley, 30 L. T. Rep. N. S. 454.)

(Q. 68.) **WITNESSES IN COUNTY COURT—COSTS.**—By rule 130 the judge of the County Court is in each case to direct what number of witnesses are to be allowed on taxation of costs between party and party, and by the 132nd rule the costs of witnesses, whether they have been examined or not, may in the discretion of the judge be allowed. The costs, therefore, of such witnesses only as the judge shall direct can be recovered.

— The allowance of costs to witnesses lies almost wholly in the discretion of the judge. If a witness is material to a case his reasonable expenses are generally allowed, and it is not always essential that he should be examined. But, of course, expenses will be disallowed to those witnesses who are immaterial, and not to an unreasonable number of those who are material; as where more than are necessary are brought to prove a single fact. W. F.

(Q. 70.) **MORTGAGE—FORECLOSURE.**—In this query the facts should be stated more fully, no mention is made as to the wording of the covenant to pay; the amount of principal money should appear in such covenant as well as the time for payment. But in the absence of the same being so mentioned and upon the short facts stated, I am of opinion that A. is entitled to redeem on payment of 1833. and interest, and that B. could not claim the 2000. on a bill of foreclosure. It will be borne in mind that a decree of foreclosure cannot be obtained until the estate has become forfeited at law by breach of the covenant for payment of principal and interest, so that the answer to this query depends almost entirely upon the wording of such covenant: (Coote on Mortgages, 3rd edit. 497.) W. H. F.

— I think that, provided nothing were said in the operative part of the mortgage of the sum of 2000. or of any other additional charge than the 1833, the property might be redeemed by A. on payment of the 1833. For where there are two clauses in a deed repugnant to each other, the first shall be accepted and the other rejected. The operative part of a deed states what is done or intended to be done by the deed, and for what consideration, by whom, and to or in favour of whom; and, if the consideration is a pecuniary one, the payment of it is mentioned in this part: (Sm. Compen. E. & F. F., 3rd edit. pp. 613, 663.) W. F.

(Q. 71.) **JUDGMENT-DEBTOR IN THE COUNTY COURT.**—The case of *Goldwin v. Stone*, in the Court of Exchequer, noticed rather fully in the *LAW TIMES* of the 5th June last, p. 111, will, I think afford A. C. S. the information he requires. W. H. F.

(Q. 72.) **ARTICLED CLERKS.**—This is a matter resting, to a great degree, in the conscience of the principal. If he is satisfied to make an affidavit as to the faithful services of his clerk, when that clerk has for a great portion of his time been taking his pleasure on the continent or elsewhere, why I see no reason why his articles should be forfeited, especially if he turn out to be good for anything after such a way of spending his time. There is nothing mentioned in the Act 25 & 24 Vict. c. 127, as to leave of absence; but of course no principal would object to a reasonable vacation for his articled clerk, such as is generally allowed. W. F.

(Q. 74.) **COPYHOLDS—LEASE OF.**—I would refer U. V. to Shelford's Law of Copyholds, p. 152, *et seq.*, where it is stated "The most important head under forfeiture by alienation is in respect of leases; for if a copyholder grant a lease of copyhold not warranted by the custom of the manor, and without having obtained the license of the lord, a forfeiture of the copyhold is incurred." And again, at p. 161, "Though a lease for several years without a license or special custom is clearly a cause of forfeiture, yet the estate of the copyholder continues until the lord actually enters, or otherwise takes advantage of it as such. It is not a forfeiture *ipso facto*. It is not an absolute and immediate distinction of the copyholder's interest, it is only an act for which the lord may enter if he pleases; but if he does not choose to take advantage of it, the tenant's estate remains as before, or if the lord dies without entering, his heir cannot enter." W. H. F.

LAW LIBRARY.

An Historical Sketch of the French Bar, from its Origin to the Present Day. By ARCHIBALD YOUNG, Advocate. Edinburgh: Edmonston and Douglas.

MR. YOUNG is right. Very little indeed is known to English lawyers about the French Bar, its organisation, its government, its code of laws, or its history. The names of a few of its foremost orators are familiar to us; but rather, we suspect, in their political than in their professional capacities. Of the great advocates who have made the Bar of France illustrious how many are remembered with pride by their brethren in England? And of those whose names are familiar how many speeches have ever been read by the British law student.

The volume before us is only what it is called, "a sketch." Something less than 300 pages could do but imperfect justice to a theme that would supply good material for three or four volumes. But let us be thankful for so much as Mr. Young has supplied, and hope that he may be induced to expand his theme, and give to us a real history, and not the mere outline of a history.

The profession of advocates in France had its birth, with the practice of judicial combats, in the reign of Philip the Fair, in 1306. The

earliest authentic recognition of them is a law of that monarch prescribing and regulating the duties of advocates in these combats:

The plaintiff was bound to bring his accusation before the judge personally, or by his advocate; and the advocate's mission was one of no slight danger, as, if he did not take care to speak in the name of his client, and make it clear that he acted solely under his express instructions and that he himself made no accusation, he was held to have offered the combat in his own person, and might be obliged to do battle with the opposite party. The extraordinary mixture of legal formalities, religious ceremonies, and barbarous superstitions which distinguished these judicial combats is highly curious, and strikingly illustrative of the spirit of the age in which they prevailed. The form of procedure, and of the speeches to be made by the advocates for the parties, will be found in Dubrueil. At the conclusion of his speech, the advocate for the appellant threw his client's glove into the centre of the court. The advocate of the other party brought forward all his reasons of defence to induce the rejection of the wager of battle; and then added, "And in case that the court should think that the statement made by the opposite party is sufficient to support the wager of battle, my client denies the facts set forth; on the contrary, he affirms that he who has caused these allegations to be made lies, and that he is ready to support this by himself or by his champion, and thereto pledges his gage." Then the client himself said to the court before giving his gage, "My Lords, I affirm that in all that my opponent has caused to be set forth and vouched against me by his advocate, accompanied by the delivery of his glove, he has lied like a rascal, saving the honour of the court; and I deny all that he has set forth and stated against me, and support my advocate in what he has said in my defence; and I maintain that, in the event of the court finding good grounds for the wager of battle, I shall, notwithstanding what the advocate of the opposite party has said to the contrary, defend myself like a good and loyal gentleman, as I claim to be, and as one who has done no wrong in the matter urged against me, and there lies my gage." After the defiance thus given and accepted, a regular minute of the proceedings was drawn up; the judge authorised the combat, and the parties pledged themselves to appear on the day appointed. On that day, the king of arms, after having summoned the combatants, beginning with the challenger, published the police regulations according to law. The combatants, by themselves or by their advocates, made protestation in terms also regulated by law; and the combat was preceded by oaths and religious ceremonies in presence of the advocates of the parties. Then the herald-at-arms gave the signal, the members of the court retired, leaving to each combatant a bottle of wine and a loaf. The advocates also retired; their ministry was over; and the combatants were left, in the words of the formulary, "to do each the best he shall be able." The victor gained his cause and left the lists with honour. The vanquished was handed over to the marshal, "to do justice on him according to the King's pleasure." Certainly the advocates of the nineteenth century have good cause to congratulate themselves on being exempted from the risks to which their predecessors were liable in the fourteenth. An ill-considered speech may now lose a cause; but then a careless word might compel an advocate to throw aside the robes of peace and to do battle for his client, not only metaphorically, but in the most literal sense of the words. Both clients and advocates have a danger the less; and though law still ruins many a man, it no longer authorises and assists him to cut the opposite party's throat, or put his own in peril.

By slow degrees the profession of advocate advanced in esteem and in power, as ever it must where law is administered by anything approaching to scientific rule. The establishments of Louis IX., published in 1270, are the first glimpses of a code of French law, made up from the customs of the country, and partly from the civil and canon law. The 14th chapter contains many regulations relating to advocates, some of which may be commended to our own Bar: One rule provides that all arguments calculated to injure the opposite party shall be spoken courteously, without abusive language, either as to fact or law; and another forbids the advocate to make any bargain with the party for whom he pleads for a share of the matter in litigation. A subsequent law of Philip the Bold, published in 1274, imposes upon advocates the obligation of swearing that they will only take charge of those causes which they believe to be just—the refusal to take the oath being punished with interdiction. The second and third articles of this law treat of the fees of advocates, which were to be proportioned to the importance of the cause and the skill

of the pleader. The fee was never to exceed thirty livres tournois, equivalent to about 27l. of our money. Advocates were to swear that they would receive nothing above that sum, directly or indirectly, and they were liable to be declared infamous, and to be perpetually interdicted for any violation of this oath. A subsequent law of the same monarch seems to imply that, at that period, the pleadings were not public; for it provides that no persons except those necessary for the conduct of the cause shall enter the court. Nor does the Roman law then appear to have had much authority in France, as an article of the same law enacts that no advocate shall found upon the written law where the consuetudinary law exists. In 1291 Philip the Fair renewed the enactments of Philip the Bold, concerning the fees of advocates, and the prohibition to receive anything beyond the amount fixed by law, and added to it a recommendation to them to be exact in the discharge of their duties, and to avoid the use of abusive language in their pleadings.

Among the distinguished advocates of that reign was Philip de Beaumanoir, who wrote a book on legal customs, one chapter of which is entirely devoted to advocates:

Among other things, he recommends them to hear their adversaries' statements with calmness and patience, and to be brief in their pleadings. It appears that those convicted of false witness, excommunicated persons, and those in the habit of insulting the judges and parties in a suit, were, at this period, refused admission to the Bar. The judge also had the right of refusing to allow advocates whose incapacity was known to him to plead before him. He could likewise, on the application of parties, appoint them an advocate, whose fees should be regulated by usage, and who was bound to accept such an appointment, unless he could state satisfactory reasons for his refusal.

In 1327 (Feb. 13) more particular regulations were made by an express law with respect to the duties of members of the Bar:

They were obliged to make oath that they would diligently and faithfully discharge the duties of their office; that they would not knowingly take up unjust causes; that if they discovered any cause to be unjust after they had undertaken it, they would forthwith abandon it; that they would immediately intimate to the King's Court if anything in any of their causes affected His Majesty; that they would not knowingly introduce matters impertinent to the cause, or state or insist upon customs which they did not believe to be true; that they would to the utmost of their power endeavour to expedite their causes; that they would not seek delays or knavish subterfuges; that, however important the cause, they would not receive under any pretence more than thirty livres tournois as a fee for their services; that for a cause of average importance they would receive less, and for a cause of trifling moment much less, according to the character of the cause and the quality of the suitors.

(To be continued.)

PROMOTIONS & APPOINTMENTS

MR. JAMES MOTE, of No. 1, Walbrook, London, and Eltham House, Eltham, solicitor, has been appointed, by the Lord Chancellor, a London Commissioner to Administer Oaths in Chancery; and, by the Lord Chief Justice of the Court of Queen's Bench, a London Commissioner to Administer Oaths in the Courts of Queen's Bench, Common Pleas, and Exchequer.

LEGAL OBITUARY.

H. L. TRAFFORD, ESQ.

The late Henry Leigh Trafford, Esq., stipendiary magistrate of the Salford hundred division of Lancashire, and of the Manchester petty sessions, who died at Corwen, North Wales, on the 31st ult., in the sixty-first year of his age, was the younger son of the late Trafford Leigh, Esq., of Oughtington (who assumed the surname of Trafford), by Hennella, daughter of the Rev. Sir Thomas Broughton, Bart., and was born in the year 1809. He was called to the Bar at the Middle Temple, in 1834, and had filled the office of stipendiary magistrate for twenty-four years. "Mr. Trafford," says a local paper, "was occasionally a little eccentric in his manner, but was an able magistrate, and his decisions could rarely be taken exception to. At Salford Borough Court his brother magistrates passed a vote expressing regret at his loss, and stating that the Bench desired to record its high sense of the impartiality and ability which he had uniformly displayed in the discharge of the important duties of his office. The resolution also expressed sympathy with Mrs. Trafford in her bereavement. At the county police court, Strangeways, a similar resolution was also recorded by the county magistrates."

The deceased gentleman married in 1842, Jane, daughter of the Rev. F. W. Hulme, rector of Mosey Hampton, co. Gloucester.

LEGAL NEWS.

The City Press, in its "Wills and Bequests," mentions that the will of Mr. Charles Baldwin, J.P., of 23, Sussex-gardens, Hyde Park, was proved in the London court by his daughter, Mrs. Mary Sophia Chenevix, the sole executrix. The testator died on the 18th Feb. last, in his ninety-fifth year. He was the senior member or father of the Stationers' Company, of which he had been twice master, and also one of the three treasurers. He was for fifty-five years engaged upon the newspaper press, and had spent a large fortune in connection with it, and was the original proprietor of the Standard. By his will, he directs that his freehold property shall be sold, and the produce thereof, together with his personal estate, which was sworn under 1000*l.*, shall be divided equally amongst his five daughters and his daughter-in-law, the widow of his late son, the Rev. Charles Frederick Baldwin, M.A. The testator was the father of fifteen children, five of whom died in infancy.—The will of Alexander William Rowland, of Hatton-garden, wholesale perfumer, proprietor of Rowland's Macassar oil, Kalydor, and Odonto, was proved under 35,000*l.* personalty. The testator died at his residence, Champion-hill, Lower Sydenham, on the 28th June last, aged sixty-one.

SINGULAR SCENE IN A COURT HOUSE.—The Ottawa Daily News says:—"The name of Judge Lafontaine has become familiar to Canadian lips. Here in the province of Ontario we are justly proud of the high standing of the judges of our Superior Court. Our neighbours, however, of the province of Quebec are not so highly favoured. Grave charges have been made against some of the judges of the superior and other high courts, and it is much to be feared that many of these charges are too well founded. Chief among the accused is his Honour Judge Lafontaine, of the district of Ottawa. His position in the community over which he judicially presides may be inferred from the scenes that usually characterise the sittings of his courts. These scenes usually go unreported, but as they are a scandal to British justice—of which we usually boast so much—it may not be out of place to shed a little daylight upon them. At the opening of the recent sessions of the Superior Court in Aylmer it was discovered that there were only thirty-three jurors present. The court was about to proceed with its ordinary business, when Mr. Peter Aylen pointed out that the law required that at least forty jurors should be in attendance at the sessions of the Superior Court. Judge Lafontaine was in a quandary. Afraid to proceed without the legal number, he temporised and explained, and argued and pleaded, but all to no purpose. Mr. Aylen was inexorable. And so the first day of the court was spent. On the morning of the second day the same difficulty appeared again. There were not enough petit jurors present to satisfy the demands of the law. Judge Lafontaine thought that Mr. Aylen's ambition would have been satisfied with his having kept the court a whole day without transacting business; but he was mistaken. Mr. Aylen sternly denounced the way in which justice was administered in the district of Ottawa, and appealed to the plain written text of the law against holding a court with less than forty jurors. It was of no use that Judge Lafontaine appealed in the interests of justice. His appeals fell upon deaf ears. The second day was spent as fruitlessly as the first. On the morning of the third day Judge Lafontaine took his seat upon the bench in triumphant humour. The forty petit jurors were present, and he felt that he could smile defiance at the foe. Mr. Aylen, robbed of a grievance, was mute. Just then the grand jury, which had been pushing through its business while the court was wrangling with Mr. Aylen, brought in its presentment. That unfortunate presentment renewed the strife. In their presentment the grand jurors expressed their regret that the judge's influence should be so much impaired by the charges that had been made against him both in and out of Parliament. Any other man in the judge's position would probably have regarded such an expression of sympathy as very equivocal indeed. But certain men gladly grip at straws, and the judge seemed to be overjoyed at the expression of sympathy. His joy, however, was of but short duration. Mr. Aylen sprang to his feet and protested against the presentment. He denounced it in unmeasured terms as misrepresenting the people of the district of Ottawa. The judge mildly protested, but his protests were unheeded. Warming with his indignation Mr. Aylen went further, and accused the officers of the court of mal-practice in paying silver to the jurors, and pocketing the discount. This brought others into the row, and for

a while there was the mischief to pay. Mr. Aylen condemned the whole administration of justice in the district of Ottawa as a sink of iniquity fitly represented by his honour who sat upon the bench. Every now and then, with piping voice, the court would say: "Mr. Aylen, Mr. Aylen, you are interrupting the business of the court." But the warning note was unheeded as the voice of a child in a thunderstorm. And that storm lasted until noon of that third day. After that there was peace, and Mr. Justice Lafontaine, on the afternoon of the third day, began the business of the Superior Court of the district of Ottawa. The moral of all this is not far to seek. A judge who, with all the terrors of law at his disposal, cannot make himself respected in his own court, has no business to be a judge at all."

THE GAZETTES.

Bankrupts.

Gazette, Aug. 20.

To surrender at the Bankrupts' Court, Basinghall-street.

ARNOLD, JAMES JONES, stockbroker, Cowper-rd, South Hornsey. Pet. Aug. 17. Reg. Roche. O. A. Parkyns. Sol. Abbott, Workshop-st, Pimbury. Sur. Sept. 2.
BAKER, EDWIN, baker, Canterbury. Pet. Aug. 16. Reg. Murray. O. A. Parkyns. Sol. Edwards, Verulam-bridge, Gray's-inn, agents for Delaunay, Canterbury. Sur. Sept. 2.
BEADMAN, ALFRED, furniture dealer, Walworth-rd. Pet. Aug. 11. O. A. Parkyns. Sol. Reed and Co., Gresham-st. Sur. Sept. 2.
CHAMBERLAIN, JAMES, milkman, Auckland-pl, Battersea. Pet. Aug. 16. Reg. Murray. O. A. Parkyns. Sol. Hicks, Coleman-st. Sur. Sept. 2.
CHOPPING, HENRY, miller, Thornington. Pet. Aug. 13. O. A. Parkyns. Sol. Duffield and Brut, Tokenhouse-yd. Sur. Aug. 31.
COLLETT, WILLIAM, clerk, Charing-cross. Pet. Aug. 14. Reg. Peysa. O. A. Graham. Sol. Brighton, Bishopsgate-st. Sur. Sept. 1.
COOPER, CHARLES, miller, Cophthorne. Pet. Aug. 16. Reg. Roche. O. A. Parkyns. Sur. Sept. 10.
CRANE, WALTER SMITH, hair-dresser, Queen's-rd, Bayswater. Pet. Aug. 14. O. A. Parkyns. Sol. Drake, Basinghall-st. Sur. Sept. 1.
DILLON, ARTHUR, maker of flags, Francis-st, Newington. Pet. Aug. 14. Reg. Murray. O. A. Parkyns. Sur. Sept. 10.
EMES, JAMES HAYWARD, mechanical tool dealer, Richmond. Aug. 16. Reg. Murray. O. A. Parkyns. Sol. Cooke, Gresham-bridge, Basinghall-st. Sur. Sept. 2.
FENN, JOHN FRIDAY, victualler, Norwich. Pet. Aug. 13. Reg. Peysa. O. A. Graham. Sol. Sole, Turner, and Turner, Aldermanbury. Sur. Sept. 2.
FRICKER, HENRY WILLIAM, commercial traveller, Rounton-rd, Bow; and Bennett's-hill, Doctors'-commons. Pet. Aug. 13. Reg. Brougham. O. A. Parkyns. Sol. Drake, Basinghall-st. Sur. Sept. 1.
GIBBOULT, CLARICE PAULINE, spinster, milliner's assistant, Brunswick-rd, Camberwell. Pet. Aug. 14. Reg. Brougham. O. A. Parkyns. Sol. Watson, Basinghall-st. Sur. Sept. 2.
HORSFORD, JOHN STROUD, surgeon, Stratford. Pet. Aug. 18. Reg. Murray. O. A. Parkyns. Sol. Peveley, Gresham-bridge, Basinghall-st. Sur. Sept. 2.
HOWELL, OSWALD THOMAS BLOOMFIELD, accountant, St. Aubyn's-rd, Upper Norwood. Pet. Aug. 16. Reg. Powell. O. A. Parkyns. Sol. Lewis and Lewis, Ely-pl, Holborn. Sur. Sept. 2.
JACOB, ABRAHAM, commercial traveller, Berners-st, New-rd, Old Kent-rd. Pet. Aug. 17. Reg. Roche. O. A. Parkyns. Sol. Maynard, Poultry. Sur. Sept. 3.
JENNER, GEORGE FREDERICK, bricklayer, Gillingham. Pet. Aug. 14. Reg. Murray. O. A. Parkyns. Sol. Cooke, Gresham-bridge, Basinghall-st. Sur. Sept. 2.
LOVEGROVE, RICHARD WILLIAM, corn-dealer, Benson. Pet. Aug. 17. O. A. Parkyns. Sol. Webster, Serjeant's-inn, Fleet-st. Sur. Sept. 2.
MOTLOCK, FREDERICK HENRY, bootmaker, Jernyn-st, St. James's, and Belmont-rd, Wandsworth-rd. Pet. Aug. 14. O. A. Parkyns. Sol. Stevens and King, Staples-inn. Sur. Sept. 1.
MOSS, SAMUEL ELIAS (trading as Moss and Levett), wholesale jeweller, Hounded-itch. Pet. Aug. 17. Reg. Roche. O. A. Parkyns. Sol. Mayhew, Carey-st, Lincoln's-inn. Sur. Sept. 2.
MURRELL, JAMES, edge tool dealer, Blackfriars-rd. Pet. Aug. 17. Reg. Roche. O. A. Parkyns. Sol. Webster, Ely-pl, Holborn. Sur. Sept. 2.
NUN, ELIZABETH, market gardener, Dagenham. Pet. Aug. 12. Reg. Murray. O. A. Parkyns. Sur. Sept. 10.
PAINE, JOHN, baker, Kishlingbury. Pet. Aug. 14. Reg. Murray. O. A. Parkyns. Sur. Sept. 10.
PALMER, WILLIAM JOHN, carpenter, Barking. Pet. Aug. 17. Reg. Murray. O. A. Parkyns. Sol. Warrand, Bath-st, Newgate-st. Sur. Sept. 3.
PAVITT, SARAH, out of business, Chigwell. Pet. Aug. 12. O. A. Parkyns. Sur. Sept. 2.
PEKINS, JOSHUA, grocer, South-parade, Fulham. Pet. Aug. 18. Reg. Roche. O. A. Parkyns. Sol. Rigby, Gresham-st. Sur. Sept. 3.
ROOK, JAMES JOSEPH, victualler, Chatham. Pet. Aug. 17. Reg. Roche. O. A. Parkyns. Sol. Nichols, Clark, and Elliott, Cook's-ct, Lincoln's-inn, agents for Stephenson, Chatham. Sur. Sept. 2.
SANSOM, GEORGE, out of business, Barking. Pet. Aug. 12. Reg. Murray. O. A. Parkyns. Sur. Sept. 10.
SEXTON, JAMES, carpenter, Creek-st, Battersea. Pet. Aug. 17. Reg. Roche. O. A. Parkyns. Sol. Notley, Trinity-st, Southwark. Sur. Sept. 3.
SMITH, WILLIAM, general dealer, Radnor-ter, Kensington. Pet. Aug. 13. Reg. Brougham. O. A. Parkyns. Sol. Watson, Basinghall-st. Sur. Sept. 1.
SPENCER, GEORGE, builder, Stratford. Pet. Aug. 12. Reg. Murray. O. A. Parkyns. Sur. Sept. 10.
STEVENS, HENRY, and STEVENS, WILLIAM PARTON, ship store dealers, Minorities. Pet. Aug. 16. Reg. Murray. O. A. Parkyns. Sol. Ellis and Crossfield, Mark-la. Sur. Sept. 2.
VANT, FRANCIS JAMES, tailor, Mile End-rd. Pet. Aug. 16. Reg. Roche. O. A. Parkyns. Sol. Gostley, Bow-st, Covent-garden. Sur. Sept. 2.
WOOD, JAMES, jobber, Barking Side. Pet. Aug. 18. Reg. Roche. O. A. Parkyns. Sol. Pittman, Guildhall-chambers, Basinghall-st. Sur. Sept. 3.
YATES, JOHN TROWARD, victualler, Westminster-bridge-rd. Pet. Aug. 13. O. A. Parkyns. Sol. Hicks, Coleman-st. Sur. Aug. 31.

To surrender in the County.

ANDREW, ROBERT, butcher, Elsham. Pet. Aug. 11. O. A. Young. Sol. Helt, Evers, and Helt, Briggs. Sur. Sept. 5.
ASHIE, WILLIAM HENRY, wine agent, Birkenhead. Pet. Aug. 18. O. A. Turner. Sol. Anderson, Birkenhead. Sur. Sept. 2.
ASHFORTH, THOMAS NOTTINGHAM, corn factor, Hull. Pet. Aug. 16. Reg. O. A. Phillips. Sol. Summers, Hull. Sur. Sept. 9.
BENTON, GEORGE, carpenter, Cowes, Isle of Wight. Pet. Aug. 17. Reg. O. A. Blake. Sol. Beckingsale, Newport. Sur. Sept. 1.
BLOXHAM, GEORGE, undertaker, Liverpool. Pet. Aug. 14. Reg. O. A. Hime. Sur. Aug. 31.
BOD, ROBERT, engineer, Belper. Pet. Aug. 14. Reg. O. A. Ingle. Sol. Smith, Derby. Sur. Sept. 1.
BOWDEN, WILLIAM, agent, South Bradford, near Manchester. Pet. Aug. 16. Reg. Farwell. O. A. McNell. Sol. Gardner, Manchester. Sur. Aug. 31.
BRADSHAW, JOHN, engineer pensioner, N.L. Landport. Pet. Aug. 14. Reg. O. A. Howard. Sol. Champ, Portsea. Sur. Sept. 2.
BRIDGER, THOMAS, baker, Southsea. Pet. Aug. 14. Reg. O. A. Howard. Sol. Champ, Portsea. Sur. Sept. 2.
CAMPELL, ROBERT, tailor, Brighton. Pet. Aug. 13. Reg. O. A. Evered. Sol. Mill, Bristol. Sur. Sept. 3.
CLIFFORD, WILLIAM, baker, Birmingham. Pet. Aug. 13. Reg. Hill. O. A. Kinnear. Sol. East, Birmingham. Sur. Sept. 3.
CLIPTON, EDWARD, picture frame maker, Worcester. Pet. Aug. 16. Reg. O. A. Crisp. Sol. Devereux, Worcester. Sur. Aug. 31.
COPE, HENRY, victualler, Deodar-st, Devon. Pet. Aug. 18. Reg. Hill. O. A. Kinnear. Sol. Brevitt, Darlington. Sur. Sept. 3.
CORKE, GEORGE, butcher, West Cowes, Isle of Wight. Pet. Aug. 18. Reg. O. A. Blake. Sol. Beckingsale, Newport. Sur. Sept. 1.

CRAIG, JOSEPH, miner, Hutton-le-Hole. Pet. Aug. 18. Reg. O. A. Greenwell. Sol. Skellock, Durham. Sur. Sept. 2.
CROWTHER, THOMAS, and PATCHETT, JOSEPH ABBEDGRO, worsted spinners, Halifax. Pet. Aug. 19. O. A. Young. Sol. Blackburn, Leeds. Sur. Sept. 6.
CRIBBLE, THOMAS, out of business, Doncaster. Pet. Aug. 14. Reg. O. A. Shirley. Sol. Woodhead, Doncaster. Sur. Sept. 3.
DAVIES, CHRISTOPHER, carpenter, Hereford. Pet. Aug. 4. Reg. O. A. Reynolds. Sol. Arthy, Hereford. Sur. Sept. 3.
DAVIES, GRIFFITH THOMAS, tailor, Treorl, in Ystradgynodwg. Pet. Aug. 14. Reg. O. A. Spickett. Sol. Thomas, Pontypridd. Sur. Aug. 31.
DAWES, JAMES, jun., plumber, Tottenhall-wood. Pet. Aug. 18. Reg. Hill. O. A. Kinnear. Sol. Prior, Wolverhampton, and James and Griffin, Birmingham. Sur. Sept. 3.
DAWSON, WILLIAM, and DAWSON, ROBERT, shipowners, Sunderland. Pet. Aug. 16. Reg. Gibson. O. A. Laidman. Sol. Eglinton, Sunderland. Sur. Sept. 2.
DENT, JOHN, out of business, Hull. Pet. Aug. 14. Reg. O. A. Waite. Sol. Summers, Hull. Sur. Sept. 2.
DOERNAY, JOHN, draper, Trade-gate. Pet. Aug. 17. Reg. Wilde. O. A. Acraman. Sol. Lloyd, Newport, and Abbott and Leonard, Bristol. Sur. Aug. 31.
ELLIS, DAVID, cloth manufacturer, Parsley, in Calverley. Pet. Aug. 9. O. A. Young. Sol. Carr, Leeds. Sur. Sept. 6.
EVANS, JOHN, Chester. Pet. Aug. 17. Reg. O. A. Porter. Sol. Churton, Chester. Sur. Aug. 31.
FLETCHER, HENRY, grocer, Bridgworth. Pet. Aug. 16. Reg. Hill. O. A. Kinnear. Sol. Bacchus, Bridgworth, and Messrs. Hodgson, Birmingham. Sur. Sept. 3.
GRAVES, JOSEPH, medicine vendor, Huddersfield (trading as Wilson and Co.). Pet. Aug. 18. O. A. Young. Sol. Jubb, Halifax, and Bond and Barwick, Leeds. Sur. Sept. 6.
HACKETT, ALFRED, victualler, Halesowen. Pet. Aug. 17. Reg. O. A. Wall, Stourbridge. Sur. Sept. 6.
HAND, THOMAS, painter, Bolton. Pet. Aug. 16. Reg. O. A. Ingle. Sol. Briggs, Derby. Sur. Sept. 1.
HILLS, JOHN, brickmaker, South Shoebury. Pet. Aug. 12. Reg. O. A. Swaine. Sur. Sept. 2.
JAMES, HENRY, nailmaker, Gloucester. Pet. Aug. 17. Reg. O. A. Wilton. Sol. Tynnton, Gloucester. Sur. Sept. 3.
JONES, DAVID, provision dealer, Llandudno. Pet. Aug. 10. O. A. Turner. Sur. Sept. 3.
JONES, RICHARD, surgeon, Newtown. Pet. Aug. 17. O. A. Turner. Sol. Jones, Ffraser, and Jones, Llanymor. Sur. Aug. 31.
LINGARD, GEORGE, ironmonger, Great Grimsby. Pet. Aug. 13. Reg. O. A. Daubney. Sol. Mackrill, Barton-upon-Humber. Sur. Sept. 3.
LOWE, FREDERICK, hairdresser, Gloucester. Pet. Aug. 17. Reg. O. A. Wilton. Sol. Cooke, Gloucester. Sur. Sept. 4.
MARCHANT, EDWIN, coal dealer, Burnham. Pet. Aug. 18. Reg. O. A. Davies. Sol. Reed and Cook, Bridgewater. Sur. Sept. 3.
MARSHALL, CHRISTIAN TOON, farmer, Pinchbeck. Pet. Aug. 17. Reg. Tindor. O. A. Harris. Sol. Maples, Nottingham. Sur. Aug. 31.
MARSHALL, JAMES, builder, Walton, near Liverpool. Pet. Aug. 6. O. A. Turner. Sol. Harris and Culshaw, Liverpool. Sur. Sept. 2.
MCKEEN, PETER, plasterer, Hulme. Pet. Aug. 9. Reg. O. A. Hulke. Sur. Sept. 4.
MILES, THOMAS, druggist, Manchester. Pet. Aug. 16. Reg. Fardell. O. A. McNell. Sol. Cobbett, Wheeler, and Cobbett, Manchester. Sur. Sept. 14.
MORANT, DAVID, stone mason, South Stoneham. Pet. Aug. 18. Reg. O. A. Thorndike. Sol. Gury, Southampton. Sur. Aug. 28.
NEEDHAM, ELIZABETH, out of business, Tilton-on-the-Hill. Pet. Aug. 14. Reg. O. A. Ingram. Sol. Owston, Leicester. Sur. Sept. 25.
NEWALL, JOHN, shoemaker, Newnham, in Lingridge. Pet. Aug. 17. Reg. O. A. Norris. Sol. Saunders, jun., Cleobury Mortimer. Sur. Aug. 31.
NICHOLLS, THOMAS, butcher, Stanley, near Liverpool. Pet. Aug. 14. Reg. O. A. Hime. Sur. Aug. 31.
PONTING, THOMAS, sugar maker, Farnall. Pet. Aug. 18. Reg. O. A. Challinor. Sol. Salt, Tunstall. Sur. Sept. 11.
RAW, JOHN HENRY, draper, Ware. Pet. Aug. 12. Reg. O. A. Spence. Sol. Foster, Hertford. Sur. Aug. 23.
REW, JOHN, labourer, Swansea. Pet. Aug. 2. Reg. O. A. Morris. Sol. Swain, Swansea. Sur. Aug. 30.
SAXON, MARTIN, common brewer, Hulme, near Manchester. Pet. Aug. 6. Reg. Fardell. O. A. McNell. Sol. Cobbett, Wheeler, and Cobbett, Manchester. Sur. Sept. 14.
SEGER, EDWARD JOHN, timber merchant, Derby. Pet. Aug. 18. Reg. O. A. Morris. Sol. Heath, Derby. Sur. Aug. 31.
TREVAIL, JOSEPH, farmer, Tregarden, in Llanvyn. Pet. Aug. 14. Reg. O. A. Collins. Sol. Meredith, S. Austell. Sur. Sept. 4.
TWIST, THOMAS, collier, Part. Pet. Aug. 14. Reg. O. A. Ansell. Sol. B. S. Sur. Sept. 14.
WATERWORTH, PETER, butcher, Warrington. Pet. Aug. 16. Reg. O. A. Nicholson. Sol. Moore, Warrington. Sur. Sept. 16.
WEBB, WILLIAM HENRY, yarn agent, Manchester. Pet. Aug. 18. Reg. Macrae. O. A. McNell. Sol. Stuver, Manchester. Sur. Sept. 3.
WILLIAMS, THOMAS, labourer, Landore, near Swansea. Pet. Aug. 4. Reg. O. A. Morris. Sol. Smith, Swansea. Sur. Aug. 30.
WILSON, THOMAS ROSEBERRY, grocer, Bishopwearmouth. Pet. Aug. 18. Reg. Gibson. O. A. Laidman. Sol. Robinson, Sunderland. Sur. Sept. 9.
WOODWARD, HENRY, grocer, Liverpool. Pet. Aug. 19. O. A. Turner. Sur. Sept. 10.
WOOD, PETER, watch dealer, Ramsbottom. Pet. Aug. 18. Reg. O. A. Grundy. Sol. Blackburn, Ramsbottom. Sur. Sept. 3.

Gazette, Aug. 24.

To surrender at the Bankrupts' Court, Basinghall-street.

BETTS, JOSEPH, labourer, Ramsgate. Pet. Aug. 18. Reg. Roche. O. A. Parkyns. Sol. Longley, Moorgate-st. Sur. Sept. 7.
BILLYSTON, JAMES, shoemaker, Branswick-pl, Tottenham. Pet. Aug. 21. Reg. Roche. O. A. Parkyns. Sol. Board, Basinghall-st. Sur. Sept. 3.
BRADSHAW, GEORGE RICHARD, high constable for the division of Holborn and Faddington. Pet. Aug. 18. Reg. Roche. O. A. Parkyns. Sol. Lawrence, Lincoln's-inn-fields. Sur. Sept. 1.
CHAFFE, WILLIAM THOMAS, glass cutter, Mansfield-pl, Canth-town-rd. Pet. Aug. 20. Reg. Roche. O. A. Parkyns. Sol. Rashleigh, Carter-la, Doctors'-commons. Sur. Sept. 3.
CHISHOLM, ROBERT, commission agent, Willow-walk, Bournemouth. Pet. Aug. 19. Reg. Roche. O. A. Parkyns. Sol. Jones, New-inn, Strand. Sur. Sept. 7.
CUTLER, THOMAS, supernumerary warrant officer of the Royal Navy, Southsea. Pet. Aug. 17. Reg. Roche. O. A. Parkyns. Sur. Sept. 10.
DE BARROUSEL, JUSTINE BERNARDINE, widow, doctor of magnetism, Cambridge-ter, Hyde-park. Pet. Aug. 13. Reg. Roche. O. A. Parkyns. Sol. Lawrence, Lincoln's-inn-fields. Sur. Sept. 7.
DODGSON, THOMAS, handmaster, Scarborough, and East-st, Lissongrove. Pet. Aug. 19. Reg. Roche. O. A. Parkyns. Sol. Ablett, Cambridge-ter, Hyde-park. Sur. Sept. 3.
FARRER, HENRY MORTON, insurance agent, Clarence-st, Islington. Pet. Aug. 20. Reg. Roche. O. A. Parkyns. Sol. Watson, Basinghall-st. Sur. Sept. 7.
GARDNER, MATTHEW THOMAS, smack owner, Ramsgate. Pet. Aug. 20. Reg. Roche. O. A. Parkyns. Sol. Moss, Gracechurch-st. Sur. Sept. 3.
GRATTON, JOHN ROBERT, riding master, Princess-mews, Bayswater. Pet. Aug. 20. Reg. Roche. O. A. Parkyns. Sol. Sibley, Lincoln's-inn-fields. Sur. Sept. 3.
GUILLAUME, JULES, out of business, Little Britain. Pet. Aug. 20. Reg. Roche. O. A. Parkyns. Sol. Watson, Basinghall-st. Sur. Sept. 7.
HADDOCK, JOHN, contractor, Icewell-wharf, Camden-town. Pet. Aug. 21. Reg. Roche. O. A. Parkyns. Sol. Swann and Co., Chancery-la. Sur. Sept. 3.
HOWLETT, WILLIAM, carpenter, Arthur-st, Chelsea. Pet. Aug. 21. Reg. Roche. O. A. Parkyns. Sol. Mirfin, Staple-inn, Holborn. Sur. Sept. 7.
HUDDLESTON, ROBERT BRUCE, out of business, Bradshaw-st, Old Kent-rd. Pet. Aug. 19. Reg. Roche. O. A. Parkyns. Sol. Jones, New-inn, Strand. Sur. Sept. 7.
LOWE, GEORGE, nurseryman, Bristol-gdns, Maida-vale. Pet. Aug. 21. Reg. Roche. O. A. Parkyns. Sol. Orchard, John-st, Bedford-row. Sur. Sept. 3.
MILLER, HARRY, refreshment house keeper, Throgmorton-st, and Euston-rd, Farnes. Pet. Aug. 19. Reg. Roche. O. A. Parkyns. Sol. Ricks, Coleman-st. Sur. Sept. 3.
MILLS, THOMAS, fruiterer, Stockbridge-ter, Pimlico. Pet. Aug. 18. Reg. Roche. O. A. Parkyns. Sol. Morris, Grocer's-hall-ct, Poultry. Sur. Sept. 3.
PARKES, WILLIAM FRANCIS, builder, Chapel-rd, Lower Norwood. Pet. Aug. 19. Reg. Roche. O. A. Parkyns. Sol. Jones, New-inn, Strand. Sur. Sept. 7.

STORR, ALBERT, draper, Upper-st, Islington. July 14. Trusts 2.
D. Davis, Lovell, and E. F. Starr, Bartholomew-via, Kentish-
town, both warehousemen
WIDDLE, RALPH, outfitter, Scarborough. July 24. Trusts 8.
W. Trenbath, merchant, Manchester, and J. Leckner, bank
manager, Scarborough
WILKINSON, JAMES, wholesale ironmonger, Leeds. Aug. 2
10s. by three equal instalments, in 3, 6, and 9 mos.—guaranteed.
Trust. J. Peel, gentleman, Padsey
WOOD, STANLEY JAMES, and POOLE, JOHN EVERETT, lime manu-
facturers, Newport. July 6. Trusts. J. Cross, gentleman,
Exmouth; G. Jones, builder, Newport, and J. Burnet, jun.,
wine merchant, Highbridge

Gazette, Aug. 24.

ABRAHAM, EDWARD, auctioneer, Southampton-st, Strand.
Aug. 6. Is on Sept. 13
BAKER, THOMAS, provision dealer, Blackrod. July 22. Trust 1.
Byron, grocer, Wigton
BANKS, JOSEPH, grocer, New Bromley. July 27. Trusts 7. W.
Haynes, provision merchant, High-st, Southwark, and F. W.
Baker, grocer, Deptford
BARKER, JOHN, shipbuilder, Monkwearmouth Shire. July 12.
5s. in 1 mo from registration. Trust W. T. Thirkell, shipowner,
Sunderland
BOTTING, ALBERT WILLIAM, grocer, Kilmawell. July 20. Trust
10s. By two instalments
BRIDGMAN, JAMES, corn miller, Preston. Aug. 12. Trusts. J. Foster,
corn dealer, T. Bingham, corn merchant, and T. W. Read,
accountant, all Liverpool
CONNELL, PETER, provision merchant, Manchester. July 2.
10s. 6d. by two equal instalments, in 4 and 8 mos.—secured.
By two instalments, in 4, 6, and 12 mos from registration.—secured.
Trusts. G. Robinson, gentleman, Morley, and W. Rensden,
estate agent, Leeds

VIRTH, DANIEL, publisher, Bradford. Aug. 2. 2s. 6d. in 3 instalments, 1s. 6d. on Aug. 27, and 2s. 6d. on Oct. 27.

WILLS, WILLIAM, cloth merchant, Leeds. July 27. 2s. 6d. by two instalments, 1s. on Aug. 27, and 2s. 6d. on Dec. 27.

WINDERSHIP, CHARLES, draper, Bideford. July 12. Trusts 5s. each, 10s. each, and 10s. each, Bristol, both warehouses.

HARBOLD, OLIVER, ship owner, Liverpool. Aug. 11. Trust 1. Price, accountant, Liverpool.

HAYES, JAMES BENTLEY, farmer, Garthwaiteyounk land. Aug. 14. 1s. 6d. on 1st instalment, 1s. 6d. on 2nd, 1s. 6d. on 3rd, 1s. 6d. on 4th, 1s. 6d. on 5th, 1s. 6d. on 6th, 1s. 6d. on 7th, 1s. 6d. on 8th, 1s. 6d. on 9th, 1s. 6d. on 10th, 1s. 6d. on 11th, 1s. 6d. on 12th, 1s. 6d. on 13th, 1s. 6d. on 14th, 1s. 6d. on 15th, 1s. 6d. on 16th, 1s. 6d. on 17th, 1s. 6d. on 18th, 1s. 6d. on 19th, 1s. 6d. on 20th, 1s. 6d. on 21st, 1s. 6d. on 22nd, 1s. 6d. on 23rd, 1s. 6d. on 24th, 1s. 6d. on 25th, 1s. 6d. on 26th, 1s. 6d. on 27th, 1s. 6d. on 28th, 1s. 6d. on 29th, 1s. 6d. on 30th, 1s. 6d. on 31st, 1s. 6d. on 32nd, 1s. 6d. on 33rd, 1s. 6d. on 34th, 1s. 6d. on 35th, 1s. 6d. on 36th, 1s. 6d. on 37th, 1s. 6d. on 38th, 1s. 6d. on 39th, 1s. 6d. on 40th, 1s. 6d. on 41st, 1s. 6d. on 42nd, 1s. 6d. on 43rd, 1s. 6d. on 44th, 1s. 6d. on 45th, 1s. 6d. on 46th, 1s. 6d. on 47th, 1s. 6d. on 48th, 1s. 6d. on 49th, 1s. 6d. on 50th, 1s. 6d. on 51st, 1s. 6d. on 52nd, 1s. 6d. on 53rd, 1s. 6d. on 54th, 1s. 6d. on 55th, 1s. 6d. on 56th, 1s. 6d. on 57th, 1s. 6d. on 58th, 1s. 6d. on 59th, 1s. 6d. on 60th, 1s. 6d. on 61st, 1s. 6d. on 62nd, 1s. 6d. on 63rd, 1s. 6d. on 64th, 1s. 6d. on 65th, 1s. 6d. on 66th, 1s. 6d. on 67th, 1s. 6d. on 68th, 1s. 6d. on 69th, 1s. 6d. on 70th, 1s. 6d. on 71st, 1s. 6d. on 72nd, 1s. 6d. on 73rd, 1s. 6d. on 74th, 1s. 6d. on 75th, 1s. 6d. on 76th, 1s. 6d. on 77th, 1s. 6d. on 78th, 1s. 6d. on 79th, 1s. 6d. on 80th, 1s. 6d. on 81st, 1s. 6d. on 82nd, 1s. 6d. on 83rd, 1s. 6d. on 84th, 1s. 6d. on 85th, 1s. 6d. on 86th, 1s. 6d. on 87th, 1s. 6d. on 88th, 1s. 6d. on 89th, 1s. 6d. on 90th, 1s. 6d. on 91st, 1s. 6d. on 92nd, 1s. 6d. on 93rd, 1s. 6d. on 94th, 1s. 6d. on 95th, 1s. 6d. on 96th, 1s. 6d. on 97th, 1s. 6d. on 98th, 1s. 6d. on 99th, 1s. 6d. on 100th, 1s. 6d. on 101st, 1s. 6d. on 102nd, 1s. 6d. on 103rd, 1s. 6d. on 104th, 1s. 6d. on 105th, 1s. 6d. on 106th, 1s. 6d. on 107th, 1s. 6d. on 108th, 1s. 6d. on 109th, 1s. 6d. on 110th, 1s. 6d. on 111th, 1s. 6d. on 112th, 1s. 6d. on 113th, 1s. 6d. on 114th, 1s. 6d. on 115th, 1s. 6d. on 116th, 1s. 6d. on 117th, 1s. 6d. on 118th, 1s. 6d. on 119th, 1s. 6d. on 120th, 1s. 6d. on 121st, 1s. 6d. on 122nd, 1s. 6d. on 123rd, 1s. 6d. on 124th, 1s. 6d. on 125th, 1s. 6d. on 126th, 1s. 6d. on 127th, 1s. 6d. on 128th, 1s. 6d. on 129th, 1s. 6d. on 130th, 1s. 6d. on 131st, 1s. 6d. on 132nd, 1s. 6d. on 133rd, 1s. 6d. on 134th, 1s. 6d. on 135th, 1s. 6d. on 136th, 1s. 6d. on 137th, 1s. 6d. on 138th, 1s. 6d. on 139th, 1s. 6d. on 140th, 1s. 6d. on 141st, 1s. 6d. on 142nd, 1s. 6d. on 143rd, 1s. 6d. on 144th, 1s. 6d. on 145th, 1s. 6d. on 146th, 1s. 6d. on 147th, 1s. 6d. on 148th, 1s. 6d. on 149th, 1s. 6d. on 150th, 1s. 6d. on 151st, 1s. 6d. on 152nd, 1s. 6d. on 153rd, 1s. 6d. on 154th, 1s. 6d. on 155th, 1s. 6d. on 156th, 1s. 6d. on 157th, 1s. 6d. on 158th, 1s. 6d. on 159th, 1s. 6d. on 160th, 1s. 6d. on 161st, 1s. 6d. on 162nd, 1s. 6d. on 163rd, 1s. 6d. on 164th, 1s. 6d. on 165th, 1s. 6d. on 166th, 1s. 6d. on 167th, 1s. 6d. on 168th, 1s. 6d. on 169th, 1s. 6d. on 170th, 1s. 6d. on 171st, 1s. 6d. on 172nd, 1s. 6d. on 173rd, 1s. 6d. on 174th, 1s. 6d. on 175th, 1s. 6d. on 176th, 1s. 6d. on 177th, 1s. 6d. on 178th, 1s. 6d. on 179th, 1s. 6d. on 180th, 1s. 6d. on 181st, 1s. 6d. on 182nd, 1s. 6d. on 183rd, 1s. 6d. on 184th, 1s. 6d. on 185th, 1s. 6d. on 186th, 1s. 6d. on 187th, 1s. 6d. on 188th, 1s. 6d. on 189th, 1s. 6d. on 190th, 1s. 6d. on 191st, 1s. 6d. on 192nd, 1s. 6d. on 193rd, 1s. 6d. on 194th, 1s. 6d. on 195th, 1s. 6d. on 196th, 1s. 6d. on 197th, 1s. 6d. on 198th, 1s. 6d. on 199th, 1s. 6d. on 200th, 1s. 6d. on 201st, 1s. 6d. on 202nd, 1s. 6d. on 203rd, 1s. 6d. on 204th, 1s. 6d. on 205th, 1s. 6d. on 206th, 1s. 6d. on 207th, 1s. 6d. on 208th, 1s. 6d. on 209th, 1s. 6d. on 210th, 1s. 6d. on 211st, 1s. 6d. on 212nd, 1s. 6d. on 213th, 1s. 6d. on 214th, 1s. 6d. on 215th, 1s. 6d. on 216th, 1s. 6d. on 217th, 1s. 6d. on 218th, 1s. 6d. on 219th, 1s. 6d. on 220th, 1s. 6d. on 221st, 1s. 6d. on 222nd, 1s. 6d. on 223rd, 1s. 6d. on 224th, 1s. 6d. on 225th, 1s. 6d. on 226th, 1s. 6d. on 227th, 1s. 6d. on 228th, 1s. 6d. on 229th, 1s. 6d. on 230th, 1s. 6d. on 231st, 1s. 6d. on 232nd, 1s. 6d. on 233rd, 1s. 6d. on 234th, 1s. 6d. on 235th, 1s. 6d. on 236th, 1s. 6d. on 237th, 1s. 6d. on 238th, 1s. 6d. on 239th, 1s. 6d. on 240th, 1s. 6d. on 241st, 1s. 6d. on 242nd, 1s. 6d. on 243rd, 1s. 6d. on 244th, 1s. 6d. on 245th, 1s. 6d. on 246th, 1s. 6d. on 247th, 1s. 6d. on 248th, 1s. 6d. on 249th, 1s. 6d. on 250th, 1s. 6d. on 251st, 1s. 6d. on 252nd, 1s. 6d. on 253rd, 1s. 6d. on 254th, 1s. 6d. on 255th, 1s. 6d. on 256th, 1s. 6d. on 257th, 1s. 6d. on 258th, 1s. 6d. on 259th, 1s. 6d. on 260th, 1s. 6d. on 261st, 1s. 6d. on 262nd, 1s. 6d. on 263rd, 1s. 6d. on 264th, 1s. 6d.

BIRTHS.

COLES.—On the 19th inst., at Claremont House, Mawthorne, the wife of John Henry Camplin Coles, solicitor, of a daughter.

COLLINS.—On the 15th inst., at 5, Jones, Tunbridge Walk, of a son, W. A. Collins, Esq., Q.C. of a son.

JONES.—On the 21st inst., at 12, P. mbridge-square, Epsom, the wife of W. S. Jones, Esq., barrister-at-law, of a son.

LABILLIARD.—On the 20th inst., at 15, Aldersgate, of a son, George Park, the wife of Francis Peter Labilliere, Esq., barrister-at-law, of a son.

THOMPSON.—On the 22nd inst., at 4, Wende-grove, West Bromwich, of Andrew Thompson, Esq., LL.D., barrister-at-law, a son.

MARRIAGES.
ADCOCK—MAURICE.—On the 17th inst., at St. George's, London, Mr. P. Adcock, LL.M., Solicitor, Cambridge, to Anne, only child of the late Mr. T. W. Maurice, Westport, Wiltshire.
BROOKS—LEIGH.—On the 24th inst., St. George's, London, Mr. Henry Brooks, Barrister at Law, Doctor Commons, London, to Frances Elisor Cornwall Leigh, third daughter of the late Mr. Henry Cornwall Leigh, vicar of Welsh Hampton, Salop.
REININGPACH—BIRD.—On the 21st inst., at St. Jude's, Gray's Inn, W.C., Charles Albert Reiningpach, late of Malacca, Java, to Elizabeth Anne, youngest daughter of the late Edward Bird, Esq., Barrister at Law, Port-au-Prince, St. Domingo.

DEATHS.

EVANS.—On the 23rd ult., at Sholopore, British India, aged Frederick, third son of the late Charles Evans, Esq., barrister-at-law, and Chancellor of the Diocese of Norwich.

SURRAGE.—On the 6th inst., at Clifton, aged 51, John Surrage, the Middle Temple, barrister-at-law, and of Armistage-lod, Sredenham, Kent.

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VOL. XLVII.—No. 1379.

To Readers and Correspondents.

All anonymous communications are invariably rejected.
All communications must be authenticated by the name
and address of the writer, not necessarily for publica-
tion, but as a guarantee of good faith.

THE

Law and the Lawyers.

At a meeting of his constituents at Plymouth the ATTORNEY-GENERAL (Sir Robert Collier) was warmly and deservedly complimented on the success of his Bankruptcy Bill. It is not generally known that this measure does not come into operation until the 1st Jan. next.

The excitement in Ireland on the Land Law question is rapidly growing. The Irish papers are full of it. All the old talk about compensation for improvements is abandoned, and it was never more than a pretence. The common demand is now for "fixity of tenure," which means, the giving of the land to the tenants, subject to the payment of a fixed rent. Is it proposed that the same law should be applied to the tenants of houses? And if not, why not?

In consequence of the schemes for confiscation now openly put forward by influential persons, not in Ireland only, but in England also, a plan is preparing for the formation of a "Property Protection League."

THE ALBERT INSURANCE OFFICE.

THERE can be no doubt what course prudence will counsel the policy-holders to pursue—they must close at once with the proposals of the liquidators. It is that or nothing, partial salvage or total loss. The wreck is complete. The usual flight of plunderers is hovering about, greedy for the blood that is to be sucked out of so huge a carcase, and only unanimity on the part of those who have something to lose can snatch the prey from the talons of the would-be liquidators. This is the first duty to which all other considerations must be postponed. Prevent, at any price, a formal winding-up. Assent to any reasonable terms for the reconstitution of the business. There is no substantial difficulty in this, if the policy holders will agree to act together for the common salvation. The sum of sacrifice at which a mutual assurance society would be formed out of the existing policies is simply a matter for actuarial calculation, and by no means difficult. It can be ascertained with perfect accuracy. The existing policies are sufficient to form such a society, even if no new business should ever come to it. The sacrifice would not exceed forty per cent. in some cases and ten per cent. in others. This is a serious loss, it is true; but then the alternative is between the loss of the half or of the whole, and a winding-up would leave nothing for the policy holders. But there is one part of the proposal that is wholly inadmissible—the payment of a price to the shareholders of the Albert. That the business is valueless is shown by the fact that the policies are to abate. Instead of going to the shareholders, they should be required to pay up 50 per cent. of their unpaid capital. If wound-up they must pay all.

The causes of the failure are inexplicable. The rates of insurance were not lower than those of other offices; if it has accepted bad lives the effect would not have been felt for many years to come. No amount of expenditure in the procuring of business could have produced so formidable a deficit. Commissions on new business, however large, will not explain it. There remains only the buying up of other offices at prices much beyond their true value, added to the expenses of negotiating the purchase and of compensations paid to the directors and officers of the absorbed companies. These might in the aggregate have shown a heavy loss, but scarcely so heavy as actually appears upon the balance sheet. This is a question on which it behoves both shareholders and policy holders to demand a strict investigation, for we know that persons most experienced in the business of life assurance are unable to account satisfactorily to themselves for the enormous deficit that has been declared.

PRACTICE UNDER THE HABITUAL
CRIMINALS ACT.

THE first application of this statute having fallen to the lot of the Middlesex sessions, a few hints from the experiences of it there will be useful to all engaged in the administration of the criminal law.

We have noticed in another place the diversity of opinion on the construction of the clause relating to receivers of stolen goods.

The Act provides, that where a former conviction is proved, unless the court shall otherwise direct, it shall be deemed to be part of the sentence that the prisoner shall be subject to the supervision of the police for seven years, or for such less time as the court shall direct, and it is to be part of the record of the sentence. The Act does not require the formal pronouncing of this part of the sentence, unless the Judge should shorten the time of supervision. But Mr. Serjeant Cox deemed it desirable to make this new consequence of repetition of crime as widely known as possible to those whom it concerned, by publicly pronouncing it with the sentence in all cases. We commend this practice to Judges, Recorders, and Chairmen of Quarter Sessions as one that should be observed for the next two or three years, until the liability is brought clearly home to the thief mind.

A question early arose as to what proof of former conviction should be required for the purpose of procuring Police Supervision. It occurred repeatedly that the former conviction had not been charged in the indictment, and the question then was, how it should be proved; whether parol evidence of the fact was admissible, if it was necessary to prove it by production of the certificate of conviction, in the same manner as when charged in the indictment, or if the evidence of a witness present at the former trial would be such "proof" as the Act requires in order to subject the convict to the supervision consequent upon a second conviction.

Mr. Serjeant Cox was of opinion that the proof thus required must be strictly legal proof, and that, although it was a question for the Judge and not for the jury, he was bound to require the production of the certificate and evidence of identity. In one case the prisoner admitted his former conviction, and the Judge, with some hesitation, accepted it, coupled with proof of identity by the inspector present at the trial.

An extraordinary blunder in the side note of sect. 8 may mislead persons who look at the Act hastily, and do not take the trouble to read the text with care. This side note runs thus: "Persons twice guilty of felony and not punished with penal servitude, to be subject to the supervision of the police." From this it would appear that where a sentence of penal servitude is passed, the supervision of the police is not to follow. But not merely is no such provision contained in the text, but, if it had been there, it would have defeated the very object of the statute by giving impunity to the worst class of offenders. We direct attention to this extraordinary error, as not a few persons obtain such knowledge of Acts of Parliament as they possess by merely reading the side notes.

The disputed section (11) as to the burden of proof in the case of receivers against whom a previous conviction is proved requires that, to permit the proof of such former conviction to be given upon the trial, so as to throw upon the prisoner the burden of proof that the stolen property was honestly obtained, seven days' notice of the intention to do so must be given to the prisoner. This must be borne in mind by magistrates' clerks and solicitors undertaking such prosecutions, and they should be very careful to give the notice wherever the receiver has been formerly convicted.

READING OF THE HABITUAL
CRIMINALS ACT.

A CURIOUS conflict of opinion upon the true construction of this Act has appeared in the correspondence of the *Times*.

Mr. Serjeant Cox, the Deputy Assistant Judge of Middlesex, in his charge to the grand jury, describing to them the provisions of this new statute, which had then just come into operation, stated that, with respect to receivers, an important alteration in the law had been made in this, that whereas hitherto in all cases the proof of guilty knowledge was upon the prosecution the

new Act provided that, in the case of persons previously convicted of any of the offences named in the schedule, or such as involved fraud or dishonesty, a previous conviction might be put in evidence as a part of the case for the prosecution, and then guilty knowledge would be implied, unless the prisoner proved that he came by the stolen goods honestly.

A letter in the *Times* questioned this reading of the Act by Mr. Serjeant Cox, and declared the opinion of the writer to be that the Legislature had made no such provision; that whatever might have been the intention, it had in fact done nothing more than permit proof to be given of a former conviction before, instead of after, the verdict upon the principal charge, and that the provision that seven days' notice should be given to the prisoner of the intention of the prosecution to put a former conviction in evidence, and that "he will be deemed to have known such goods to have been stolen until he has proved the contrary," was merely an error of the Legislature, caused by the committee having struck out the proposed enactment as to the presumption of guilty knowledge, without omitting also, as it should have done, the provision with respect to notice of it.

On the following day "A Stuff Gownsmen" came to the vindication of the Judge's interpretation of the Act, adopting entirely, and supporting his opinion with reasons, the construction that the provision for notice was a specific enactment that, when such notice was given, the receiver will be, as the statute phrases it, "deemed to have known such goods to have been stolen, until he has proved the contrary."

And such is certainly our reading of it. Having great confidence in the legal acumen of the writer of the letter expressing dissent from the view of it put forward by the Deputy Assistant Judge, we have again carefully considered the disputed section. This review of it has rather confirmed than shaken our previous impression. For practical purposes it is impossible to go back to the history of a statute and the manner of its amendment by the Legislature. It must be read as it is, and all that it contains must be construed to have some meaning, unless it is decidedly contradictory to something contained in the same statute. But here there is nothing in the nature of conflict. The words are very plain in their meaning. The notice required to be given to the defendant that the former conviction would be put in evidence against him, would have been unnecessary, if no other purpose were designed, for it would not need so long a time merely to disprove the fact of a former conviction.

The object of the notice is manifest. It is to give to the defendant ample opportunity to provide himself, if he can, with proof that the goods in his possession were obtained without guilty knowledge that they had been stolen. That notice says in effect, "You have been previously convicted, that conviction will be proved, and as the consequence of it, you must show that the stolen property you are charged with possessing was obtained by you in an honest manner, and to enable you to procure such proof, if you can, this seven days' notice is given to you." If the provision as to notice does not mean this, it has no meaning at all.

It would be yet a further improvement in the criminal law if, in all cases involving fraud and dishonesty, former convictions for the like kinds of offences were allowed to be put in evidence by the prosecution before verdict, instead of deferring it, as now, until after the verdict. The antecedents of a prisoner are a very material ingredient in the determination of his guilt or innocence under such circumstances.

LAND LAW REFORM.

THERE is no question that more properly belongs to the lawyers than this. Outside of the Profession, even among persons well-informed upon most subjects, there is a surprising amount of ignorance about Real Property Law and its practical operation in social economy. Statesmen and politicians, whose special duty it should be to master the great question upon which they will so soon be called to legislate, are scarcely better versed in it than the newspaper writers, who are compelled to scribble leading articles day by day upon a subject of which they have not a glimmering of knowledge, and in

dealing with which they consequently fall into most ridiculous errors. The reason is that our Law of Real Property is not the production of closet philosophers, evolved from their inner consciousness, but a system originally formed for and fitted to a state of society now passed away, and since moulded, by slow degrees, to the new conditions of social organisation. Hence it is that only lawyers, who have been compelled to the study by the demands of their Profession, have thoroughly mastered a branch of the law, whose foundations must be looked for in history alone, and cannot be traced by reference to reason and abstract argument of right and wrong.

And for the same cause, only a practical lawyer is competent to deal with its reform. If, indeed, revolution is desired; if the existing system of Land Law is to be wholly swept away, and a scheme entirely new established upon its ruins, we admit that the statesman, the politician and the leading article writer would be the fittest persons to deal with it. The lawyers would be too much hampered by their memories of the past; their habits of thought too much moulded by the groove in which they have been made to run from their youth up, to be enabled to manufacture a code of Land Laws different altogether in principle from that which they have been accustomed to recognise.

But the cause of this incapacity to construct a new code, especially fits them for advising upon reasonable and practicable reforms in the present code. No other men can so well say, not only what reforms ought to be made, but what *can* be made, and how to make them, and as the question is pressing and the time short, they cannot better use the leisure of the autumn than in discussing it preparatory to that wider debate which the beginning of next year must witness in Parliament, with a view to immediate action.

We propose, with the assistance of our readers, to perform this duty, by publishing the contributions of the Lawyers to the controversy in these columns, where their opinions and suggestions upon most of the many mighty Law Reforms of the last twenty-five years were given to the world, and aided so materially in the improvements that have been accomplished.

To assist the investigation, it is desirable that all opinions of any weight should be fairly before us. It is necessary to know what we are fighting. Useful hints may be gleaned from antagonists, not only as to what to do, but as to what to avoid. Last week we recorded the extreme views of the most numerous, and not the least intellectual, class of agitators, and therefore we know something of their ultimate aims, knowledge always of the utmost importance in strategy. If you know that the object of a man who knocks at your door and asks permission to sleep in your hall is to get at your plate chest, you will turn the lock against him. You will not say, "I grant your request, because it is harmless, and will trust to Providence to protect me afterwards." Of course, the knowledge that something more is sought is not always a reason for refusing a seemingly modest demand of something in itself unobjectionable, but it is a reason for looking with greater caution upon the prior claims.

The manifesto of the Land Law League and the lecture of Mr. BRADLAUGH representing the Reform League are valuable as declarations of the ultimate designs for whose furtherance all lesser changes will be devised.

We omitted last week to give the specific terms of the declaration put forward by the new Land Law League, and we now supply the defect. We take them from the *Star*, the organ of the party:

The efforts of the association are to be directed to the following objects, viz.:—1. To promote the free transfer of land. 2. To secure the passing of Mr. Locke King's Real Estate Intestacy Bill. 3. To restrict within the narrowest limits the power of tying up land. 4. To preserve the rights of the public over commons, and generally over all lands which require an Act of Parliament to authorise their inclosure; and to oppose the practice of annexing such lands to the estates of the neighbouring landholders. 5. To promote measures by which, without unjust interference with private rights, facilities may be afforded to the workmen and tillers of the soil for acquiring an interest in the land of the country. 6. As one means to the object last proposed:—To endeavour to promote such an administration of

landed property owned by public bodies or held for any public purposes as shall help to carry out such object." The association, it is expected, will have completed its organisation in the course of a few weeks, so as to be able to commence work in the autumn, and it is probable that early next year the association may be prepared with a land measure for Great Britain, which, in such case, will be introduced into Parliament as early as possible next session. Mr. Mill is chairman of the association, and on the provisional committee are the following names:—Mr. Edmond Beales, Sir John Bowring, LL.B., F.R.S., Mr. Jacob Bright, M.P., Sir C. W. Dilke, Bart., M.P., Mr. George Dixon, M.P., Professor Fawcett, M.P., Sir George Grey, K.C.B., Mr. Thomas Hare, Mr. Frederic Harrison, Sir Henry A. Hoare, Bart., M.P., Mr. George Howell, Mr. Thomas Hughes, M.P., Mr. Duncan McLaren, M.P., Mr. Edward Miall, M.P., Mr. Walter Morrison, M.P., Mr. P. H. Muntz, M.P., Mr. A. J. Mundella, M.P., Mr. Charles Neate, Mr. George Odger, Mr. George Potter, Mr. Thomas B. Potter, M.P., Rev. James E. Thorold Rogers, M.A., Mr. P. A. Taylor, M.P., Mr. Henry Vincent, and Mr. James White, M.P.

In a very different tone, but scarcely less extreme in their views, are the principles proclaimed by our very able and honest contemporary the *Spectator*, not moved by the mere democratic desire to pull down, but as having a distinct political creed, the reverse of that which has maintained its ascendancy for a generation, and against which there are growing symptoms of revolt—the principle of *laissez faire*, and the non-interference of Government and law. The *Spectator* contends that we are not governed enough; its arguments are in fact in favour of enlightened despotism. It has its own views of the land laws. It starts with the assumption that the owner of land has only a limited interest in it, which the State may justly control at its will, if only it makes compensation for any pecuniary loss entailed upon him. The application of this principle to the demand for "tenant right" is ingenious and novel. If a tenant, it contends, improves the land, the State may justly enforce as against the landlord, compensation for such improvements. But compensation may be either in money or in time. The State that may enforce payment in money may justly enforce, that payment in another form; and instead of compelling the landlord to pay the tenant 100*l.* in cash, may compel him to give one hundred pounds' worth of additional tenancy! This is startling doctrine, to say the least of it. Let us try it by a practical application. The *Spectator* produces a profit, say, of 1000*l.* per annum to its proprietor. It has employed the present editor at a salary of 500*l.* per annum. By his undoubted ability he increases the profits of the *Spectator* to 1500*l.* per annum. He has introduced by the tact of his ingenious head and industrious hands divers permanent improvements. According to the doctrines of the *Spectator*, the law might justly, and in justice should, compel the proprietor of the *Spectator* to compensate him in cash for such improvements, though there was no such contract, or compel the proprietor to retain him in the editorship for a term of ten years or more, however desirous he might be to change, or even though he might desire to be his own editor.

Or, to put it in another form, that will bring it home to every reader. Say that you, reader, are (as we hope you soon may be, if you are not) the owner of a house; that it is let on lease for twenty years to a grocer, who has established a business there, and without your consent first obtained made alterations, better to fit it for his business, which he calls improvements. The lease expires. As the law is you may now have possession; if you want to occupy you may take it, or you may require more or less rent, and in fact make a new bargain with him or any other person. But, as the *Spectator* desires the law to be, hereafter, it would deny to you this right; it would compel you to pay in cash for the alterations made in your house, without your sanction, which you did not want, and from which you derive no benefit; or, at the option, not of you, but of your tenant, he is to be entitled, in lieu of compensation in cash, to compensation in time by the compulsory continuance of his lease as a tenant right for another term of twenty years.

That we do not exaggerate the opinion of our contemporary will be seen by the following passage from a recent article on this subject:—

That there can be no such thing as absolute

ownership in land, that no people, not even the English, has ever acknowledged it for one moment, that our whole legislation, fiscal and social, is based on a denial of such ownership is a thesis we are prepared to maintain against all comers, but it has extremely little to do with the matter in hand. If a contract can be kept, it must be kept, ultimate theories notwithstanding, and the State has contracted that, subject to one grand exception, landlords within its dominion shall possess full ownership of their lands. They are to have them and all they can get out of them, now and in future, and are to have the aid of the State in getting their right. There is no more doubt about that in our minds than there is doubt about the contract to pay interest on Consols, and the unwritten contract must be observed just as closely as the written one. But then the exception is part of the contract, and must be read with it, and the exception, as we understand it, is this: A landlord's land may be taken from him, for its value, whenever the interests of the whole community require, and without its value whenever the existence of the people is at stake. If it cannot be taken for its value when the community resolves to take it, then every Road Act, Railway Act, Embarrassed Estates Act, or Act punishing felony with forfeiture is an act of violent plunder. If it cannot be taken without compensation when lives are at stake, then the Poor Law sanctions a robbery, for under that law rates may so exceed the entire rental as to swallow the whole estate. That actually happens whenever rates rise above 20s. in the pound, as in a few parishes they have once risen in Ireland. If, then, the State deems it needful to take all the land in Ireland from the landlords for a full price, it may be acting wisely or foolishly, but it is acting within the contract by which it has bound itself to abide. If, for example, to put the most extreme case we can think of, it bought all Ireland as one embarrassed estate, divided it among the people, and recouped itself by a land tax on the Indian principle, it would be acting within its moral right. The political importance which the landlord thinks he would in that case lose, is not a property at all, but a theft from the voters, to whom, and not to him, it by law belongs, and over whose votes he has no right whatever, beyond the right he would have if he stood among them without land. *A fortiori*, if the State takes part of his land—for that is what every tenant-right measure must amount to, whether the tenant-right is perpetual or limited to a term of years—and gives compensation for the same, which compensation, provided it is honest and real, need not of necessity be a cash payment, it is within its contract. The landlord loses nothing whatever that it is beyond the province of just legislation to take away. The social deference, for example, which landlords value so highly, is paid to them either as individuals for refinement or what not, or as men of wealth, or as men of political power, or as men capable of injuring their neighbours when they please. In the first two capacities, they would retain it at least as fully as at present; in the last, they have no right to it which the State is bound to respect, indeed, no right at all. It follows from that principle that any land law whatsoever which Parliament thinks it wise to pass is just, provided that sufficient necessity is proved, and provided that it votes full compensation for any profits in the shape of money which it may take away. Further, there is one instance in which the State may, without injustice, violate a property-right, even where it has apparently contracted to respect it, and that is whenever that right involves unmistakable wrong, say, theft from some other person whose rights it has also pledged itself to maintain. That case arises, by the consent of all just men, in respect to the claim for improvements made on land. To refuse compensation for such improvements, unless the original lease contained a distinct covenant that none should be made, is to evade a debt which the State may rightfully compel the debtor to pay. And we are unable to see why such payment should not be made in time instead of money. For example, if Pat Byrne has spent a hundred pounds upon a farm, which hundred pounds his landlord owes him, should he be evicted, we do not see why the State should not give him, instead of a hundred pounds, as many years' additional tenure at the old rent as would be equivalent to a hundred pounds' worth of the right to raise it. We rather think there is a principle there which, in its working, would establish a very effectual tenant-right, and create an interest in making improvements besides, but that it is not our present object to discuss. All we desire to ask just now is why the exchange of time for money, when the money is due, and the time has a money value, is more unjust than declaring a bank-note a legal tender, that is, why it is unjust to take any land for its value, and right to exchange time for money, the State would be possessed of sufficient moral power to effect changes very much wider than an English premier is under any circumstances likely to propose.

REPRESENTATION OF LABOUR.

At the Trades Union Congress, held last week at Birmingham, this question was again mooted, and an unanimous feeling expressed that the working class should be directly represented in the House of Commons by working men, rather than by men of the middle and upper classes, who are necessarily ignorant of their real wants and wishes. The following interesting discussion is reported:—

Mr. Walton (Bacon) read a paper on the "Direct Representation of Labour in Parliament," in which he contended that the working-classes were not represented as they ought to be in the House of Commons. The session of the reformed Parliament was allowed to pass without a single member having suggested an inquiry into the cause of more than a million and a half of working men in England being in a state of compulsory idleness. That he viewed as an unmistakable proof of the want of sympathy in the House for the wants of the working-classes. Skilled workmen, he said, were flying from poverty and starvation at the rate often during the present year of a thousand a day from Liverpool alone; yet no inquiry had been instituted into the cause of their removal, nor any remedy suggested to alleviate the condition of those who remained behind. The condition of the working-men had been neglected, and not a single working-man had been permitted to enter Parliament in the labour interest. What, therefore, should they do? They should unite, form a working man's party, and at all future elections where two Liberal candidates had to be elected, they should insist upon nominating one, allowing the middle-class to choose the other. Should the middle-class party refuse to concur in this arrangement, the working-men would support their man by plumping for him. They should in future disregard the delusive cry of "Don't divide the Liberal interest," but, having one object in view, nothing should divert them from its accomplishment.

Mr. Howell (London) read by Mr. R. Marsden Latham upon the same subject. "Coming events (the writer said) cast their shadows before," and it was generally believed that what were known as "working men's questions" would in the next and future sessions of Parliament engage the attention of the Legislature. If it was borne in mind that of the entire population of the United Kingdom more than 20,000,000 belonged to the working class, it would be obvious that the moral and material progress of so considerable a majority of the people was liable to be affected by the character of the legislation with regard to those questions. He was therefore of opinion that in comparison with the subject of securing the direct representation of labour in Parliament, all other popular topics of discussion were of secondary importance, especially considering the fact that the earnings of the working classes exceeded 400,000,000l. annually. The present Parliament was almost exclusively composed of members representing the nobility and landed gentry, of officers in the army and navy, of lawyers, manufacturers, railway directors, and other persons representing the interests of capital and commerce; but no members had yet been returned who directly represented the great class which he ventured to say did the work of the nation. It was a matter of regret that the candidature of workmen representatives should have hitherto been unsuccessful, and it was in view of that fact that a national organisation termed "The Labour Representation League" had been established. The writer hoped that the members of the congress would actively and earnestly support the association, and assist in returning working representatives to Parliament.

Mr. HARRY (London) submitted a paper, or rather an address, to the Chelsea Electoral Association, which, being in print, and circulated among the delegates, was taken as read. It urged the formation of a great industrial party to secure the return of representatives of labour, with the view of securing the "nationalisation of the land by purchasing it of its possessors," and a national paper currency based upon the productive wealth of the nation, combined with a national system of credit and exchange.

On the motion of Mr. Odger, seconded by Mr. Cremer, the following resolution was passed:—

"That this Congress indorses the papers of Messrs. Walton, Latham, and Harry, as containing sentiments thoroughly in accordance with the wants and wishes of working men, and this Congress recommends its constituents and working men generally to support the Labour Representation League, just established in London, to obtain the return of actual working men to the House of Commons."

A JUDGE ON JURIES.

The evidence given by Baron Bramwell before the Law Courts (Scotland) Commission as to trial by jury is worth attention. In answer to Mr.

Shand's question, "In the majority of cases do you think that a trial before a jury or before a Judge is to be preferred?" Baron Bramwell answers:—"That is a very large question indeed. I think if I wanted the truth to be ascertained in the particular case, I should prefer an intelligent man who had been in the habit of exercising his faculties all his life on such questions to twelve men who had not been in the habit of exercising theirs, who might not be so intelligent men, who certainly have not been in the habit of exercising them together, farmers and others, who are very much fatigued from being taken and shut up in a hot court. If I wanted nothing but the truth in a particular case, I should prefer the verdict of the Judge; and it seems to me impossible to doubt he is the preferable tribunal. When I was first made a Judge myself, I was very strongly in favour of trials being before a Judge; but I am afraid that the jury is a crutch that I have been leaning on for so long a time that I have now got used to it, and I don't think I am as good a judge of the question now as I was thirteen years ago. Moreover there is no doubt that trial by jury popularises the law. I remember a case before the House of Lords in which I was contending for a particular construction of a covenant, and my brother Willes was contending the other way, and the question put to me was, How was it possible that people should enter into so stringent a covenant as you contend for? I said, 'My Lords, they will trust to that true court of equity a jury, which, disregarding men's bargains and the law, will decide what is right in spite of all you say to them.' And it is so; I don't say that they do not regard the law, for I believe they do; but every man must feel that, although he may have the law on his side, he is in some peril if the justice of the case is not with him also. I think it would be difficult to discriminate between civil and criminal cases; and in criminal cases I think it is better that the Judge should not be the man to find the prisoner guilty. But it is a very large question; and I feel some hesitation in offering an opinion about it."

In answer to a further question, "You have had no cause from your great experience to be dissatisfied with jury trials?" the learned Baron answers:—"No. There are cases in which juries go wrong; for instance, in an action against a railway company, they generally go wrong there; in actions for discharging a servant they generally go wrong; in actions by a tradesman against a gentleman in questions whether articles supplied were necessary to an infant or wife, they are sure to go wrong; in actions as to malicious prosecution, they are always wrong. You may say to them—'The question is not whether the man is innocent, but whether there is absence of reasonable cause and malice,' but in vain. They find for the innocent man."

In answer to Mr. Justice Willes's question—"And cases of running down?" Baron Bramwell replies:—"There they generally find for the plaintiff, so much so, that a man who has run down another, if he is wise, will bring the action first. I remember one case particularly, in which the question was whether the man that recovered was free from blame, and there was blame in the other; and each recovered in the action where he was plaintiff."

This last answer of Baron Bramwell's shows the value of trial by jury, and accounts for the fact that anyone whose carriage is smashed by the wilful driving of somebody else's carriage always has to pay a lawyer's bill besides his coachmaker's bill, and generally heavy damages for the privilege of having his life imperilled and his property destroyed.

JUDICIAL STATISTICS, 1868.

No. 1.

COMMON LAW COURTS.

COURT OF QUEEN'S BENCH, CROWN SIDE.

The return made by the Queen's Coroner and Attorney and the Master of the Crown-office shows certain of the proceedings under the peculiar jurisdiction of the Court of Queen's Bench on the Crown side.

It is explained by these officers that the nature of the offences is, conspiracies, perjuries, assaults, nuisances, and other misdemeanors, and occasionally, but rarely, felonies; but that no record is kept in the Crown-office of the number of cases tried, as the trials take place at Nisi Prius in London and Middlesex, and at the assizes for the other counties; nor of the number of persons tried; nor of the number acquitted or convicted, except in cases in which judgment is entered up in the Queen's Bench, and except in cases of fines; nor of sentences, except where they are passed by the court in banc, which very seldom occurs now, as sentences are, by virtue of the statute 11 Geo. 4. and 1 Will. 4, c. 70, almost invariably passed by the judge at Nisi Prius, and not afterwards entered up of record in the Queen's Bench.

In 1868 there were seven persons acquitted and

seven convicted, in which cases judgment was entered up in the Queen's Bench; there were six cases of fines; one in which the inhabitants of Milton-next-Sittingbourne were fined 1s.; one in which an individual was fined 1s.; one in which two individuals were fined 1s. each; one in which three individuals were fined 1s. each; one in which two individuals were fined 100l. each; and one case in which the inhabitants of Cradley were fined 6s. 8d.

The total number of proceedings in 1868 is stated to be as given in the following abstract. The different proceedings on each matter for 1868 are shown in the table.

Mandamus—made absolute	24
Informations—Quo warrant	5
Habeas Corpus ad subjiciendum by judge—granted	24
Certiorari—by court	16
by judge	46
Judgments and executions	28
Orders of Sessions	29
Special cases under 12 & 13 Vict. c. 45, from Quarter Sessions	10
Special cases under 20 & 21 Vict. c. 43, on proceedings before justices	37

In the number of writs of summons issued in 1868 there is a decrease of 44,345, or 34·8 per cent., as compared with the number for the preceding year, the number in 1867 having shown a decrease of 5339, or 4·4 per cent., as compared with the number in 1866. As compared with the number in 1859, the decrease in 1868 is 3394, or 3·9 per cent.; as compared with the average of the seven years 1859-65, viz., 104,857, the decrease in the number for 1868 amounts to 21,981, or 20·9 per cent. In the remaining numbers under "process issued," the decrease in 1868, as compared with the preceding year, is 29,805, or 24·2 per cent. In the total of the "matters heard" the decrease in 1868, as compared with the preceding year, amounts to 496, or 25 per cent.

BILLS OF COSTS TAXED.

The number of bills of costs taxed in the Court of Exchequer in 1868, exclusive of bills taxed under the statute, was 4971 against 8930 in the preceding year. No return is given under this head for either of the Courts of Queen's Bench or Common Pleas for 1868.

In the following abstract of the returns furnished by the associates of the three Superior Courts of Common Law, and of those furnished by the clerks of assize and the clerks of the Crown, is shown for 1868, with regard to the courts at Westminster, the number of remanets from the preceding year for trial at the commencement of the year, and, both with regard to the courts at Westminster and on circuit, the number of causes entered for trial, and the number of trials, the number withdrawn, struck out, &c., and the number of remanets at the end of the year; the totals for the preceding year being also given, and the total for 1859.

Number of Causes.	1868.		1867.		1859.	
	Westminster.	Nisi Prius.	Westminster.	Nisi Prius.	Westminster.	Nisi Prius.
Remanets from previous year	379	—	490	—	—	—
Entered for trial	2536	1454	3395	1858	2209	1180
Trials	—	1023	—	1243	—	807
Defended	1098	—	1138	—	985	—
Undeferred	344	—	385	—	167	—
Withdrawn, struck out, &c.	1478	401	1947	564	833	205
Remanets	327	31	575	53	—	—

There were further entered for trial fifty-eight causes from the Common Pleas of Lancaster; three from the Common Pleas of Durham, and five from the Court of Probate, of which forty-one were tried: viz., thirty-four from the Common Pleas of Lancaster, three from the Common Pleas of Durham, and four from the Court of Probate; leaving three remanets in the Common Pleas of Lancaster, and twenty-one causes withdrawn, &c., and one withdrawn from the Court of Probate.

In the preceding year the number of causes entered was forty-two from the Common Pleas of Lancaster; three from the Common Pleas of Durham; and four from the Court of Probate.

NATURE OF THE SUITS.

The nature of the suits tried at Westminster and of all those entered for trial at Nisi Prius on circuit is shown under the following classification in the returns furnished respectively by the associates and by the clerks of assize and clerks of the Crown:—

	Westminster.	Nisi Prius.
On promissory notes, bills of exchange, &c.	192	101
On bonds	16	19
For goods sold and delivered	231	178
For work and labour done	130	108
For money paid, advanced, lent, or received	64	86
For compensation for personal injuries, under Lord Campbell's Act	92	111
For compensation for other injuries from negligence	29	69
Replevin or distress	7	13
Trover or detinue	54	80

	Westminster.	Nisi Prius.
For breach of contract	151	191
For breach of warranty	5	10
For infringement of patents	1	3
For recovery of land (ejectments)	91	112
Trespasses relative to land, houses, &c.	26	102
For breach of promise of marriage	8	24
Seduction	3	12
Libel	30	30
Slander	21	40
Malicious prosecution	7	13
False imprisonment	16	17
Assault	31	22
Interpleader issues	13	19
Issues from Courts of Equity	3	—
Issues from Court of Probate	—	9
Nuisance	3	5
Breach of covenant	21	41
For recovery of rent	38	9
On life and fire policies	19	4
Other suits	110	92
Total	1412	1520

The number of suits entered for trial at Nisi Prius on each Circuit, and the number tried, were as follows:—

	Entered for Trial.	Tried.
Home	338	213
Midland	230	157
Northfolk	98	73
North	30	27
Oxford	137	117
Western	95	75
Bristol	28	15
North Wales	48	38
South Wales	60	39
County Palatine of Durham	18	16
County Palatine of Lancaster	450	293

(To be continued.)

ESTATE AND INVESTMENT JOURNAL.

STOCK AND SHARE MARKETS.

The market continues dull, and no revival can be looked for until the ending of the summer holiday.

The fluctuations of the week have been as follow:

ENGLISH FUNDS.	Fri.	Sat.	Mon.	Tues.	Wed.	Thurs.
Bank of England Stock	244	...	...	...	245½	...
3½ Cent. Red. Ann.	93½	93½	93½	93½	93½	93
3½ Cent. Cons. Ann.	93½	93½	93	93½	93	93
New 2½ Cent. Ann.	...	...	...	...	...	...
Do. 3½ do. Jan. 1894.	...	...	...	...	...	...
New 3½ Cent. Ann.	93½	93½	93½	93½	93½	...
5½ Cent. Annuities	...	...	...	...	...	...
5½ Cents. 7½ Jan. 1873	...	...	...	...	...	...
Ann. 30 years exp.	...	...	...	...	...	...
April 5, 1885	12	...	...	...	...	...
Do. exp. Jan. 5, 1890	...	...	...	...	...	...
Do. exp. July 1890	...	...	...	...	...	...
Ed. Sea Tele. Ann. 1908	19½	...	...	...	...	...
Consols, for Acc.	93½	93½	93½	...	93½	93
India 5½ Cent. for Acc.	...	...	...	...	...	...
Do. 5½ Cent. July 1880	113½	113	114	...	113½	...
India Stock, July 1880	...	...	...	...	...	...
India Stock, 1874	206½	209	...	211	211	...
India 5½ Cent. 1870	...	...	...	...	...	...
India Stock, 4½ Cent. 1883	101½	101½	101½	101½	101½	...
India Bonds (1000l.) 4 per Cent.	...	...	25s. e	30s. e	...	...
Do. (under 1000l.) 4 per Cent.	...	...	30s. e	...	...	...
Ex. Bills, 1000l.	a	...	c	...	...	...
Do. 500l.	b	...	d	...	...	...
Do. 100l. and 200l. 3½ c.	b	...	d	...	...	...

a June, 3 per cent., 10s. pm.
b June, 3 per cent., 6s. pm.
c March, 2½ per cent., 8s. pm.
d June, 3 per cent., 10s. pm.
e Premium.

And these are the fluctuations of the month:

	Amnt. per Share.	Amount Paid.	Price on Aug. 2.	Highest price during month.	Lowest price during month.	Present price.
Consols	...	...	93 to 93½	93½	92½	93 to 93½
Exch. Bills	...	...	3s. to 6s. prem.	10s. prem.	par	6s. prem.
RAILWAYS:						
Brighton	100	45	45½	44½	45½	45½
Caledonian	100	80	80	82	78½	81½
Gt. Eastern	100	39	39½	37½	38	38
Gt. North	100	104½	107½	108½	104½	104½
Gt. Western	100	52	54	51	54	54
L. & N.W.	100	116½	117½	115½	117½	117½
Midland	100	115½	117½	114½	117	117
Lea. & Yk.	100	127½	127½	125	125	125
Sheffield	100	55	55½	53½	54	54
South-East	100	76½	76½	76½	76½	76½
South-West	100	90	90½	88	89½	89½
Berwick	100	112	114½	111½	114	114
N-East	100	105½	108½	104½	108½	108½
Yk. & N.M.	100	93½	99½	96½	99½	99½
Metrop.	100	111	111½	110	111½	111½
Est-Indian	100	111	111½	110	111½	111½
om.-Ven.	220	All	22½	22½	20½	21½

PUBLIC COMPANIES.

RAILWAY COMPANIES.

Furness.—A dividend at the rate of 6 per cent. per annum.

Great Western.—Dividends announced at the rate of 2 per cent. per annum on the original stock; 2½ per cent. per annum on the South Wales; 1 per cent. per annum on the Newport; and 1 per cent. per annum on the Oxford stock.

Great Western and Brentford.—Two per cent. per annum dividend declared.

North and South-Western Junction.—A dividend at the rate of 5 per cent. per annum.

Penarth.—A dividend at the rate of 4 per cent. per annum.

Whitehaven, Cleator, and Egremont.—A distribution at the rate of 10 per cent. per annum.

BANKS.

Birmingham Town and District.—A dividend of 6s. per share, making with a similar distribution in March last a total payment of 7½ per cent.

Caledonian.—A dividend at the rate of 11 per cent. per annum declared.

Worcester City and County.—A dividend at the rate of 10 per cent. per annum.

ASSURANCE COMPANIES.

Albert Assurance.—The special meeting was held on the 28th inst., at which it was proposed to register the undertaking with limited liability. At the meeting held on the 12th inst., it was considered unjustifiable to pay present claims in full to the prejudice of those falling due hereafter; and Mr. S. L. Price and the manager having been appointed provisional liquidators, they were desired to prepare a statement of assets and liabilities and to consider all necessary arrangements. Their report shows that the company's capital is 500,000l., of which 176,000l. is paid up. The liability of the proprietors is limited to the balance of the uncalled capital. The present business is very large, and has been collected at a great cost. The existing policies are 8,207,041, with annual premiums 312,657l. The annuities are 19,307l. The assets are estimated to produce 421,500l., including 150,000l. as the value of the uncalled capital. The claims and debts now due are 110,000l. The general liabilities are now estimated at 1,407,932l., and, deducting present assets, the deficiency is 986,432l. If the annuitants' and immediate creditors' claims be reduced one-half, the actuaries believe that nearly 80 per cent. may hereafter be paid on future claims, though they advise that only 75 per cent. should be engaged for. If this proposal be agreed to, there will be an estimated surplus of 153,854l. There is much uncertainty admitted with regard to these calculations. Should this reconstruction be negatived, the liabilities are estimated at 3,260,000l., and trifling dividends could only be paid over a period of many years. It is proposed to form a new company to take over the liabilities thus reduced. The company will then exist almost on the mutual principle. Meetings are to be held in London, Manchester, Liverpool, Birmingham, Leeds, and Nottingham, to consider these proposals.

MISCELLANEOUS COMPANIES.

Berlin Water Works.—A dividend at the rate of 9 per cent. per annum.

China Steam Ship and Labuan Coal (Limited).—A further dividend of 4s. in the pound is payable to the creditors.

Langham Hotel.—The old company has been wound-up, and the new company is in full possession. A dividend at the rate of 10 per cent. per annum declared.

Natal Land and Colonisation.—A dividend of 5s. per share.

North Central Wagon.—A dividend at the rate of 10 per cent. per annum.

Submarine Telegraph.—A dividend at the rate of 5 per cent. per annum is declared.

REPORTS OF SALES.

NOTE.—The reports of the Estate Exchange are officially supplied in the following list. Auctioneers whose names are registered there will oblige by reports of their own sales.]

Thursday, Aug. 25.

By Mr. F. L. SHARP, at Garroway's.
Leasehold, No. 7, Amhurst-villas, Amhurst-road, Dalston, let at 63½ per annum, term 93½ years from 1837, at 8½ per annum—sold for 840l.
Leasehold, No. 8, Amhurst-villas, let at 82½ per annum, term same as above at 10½ per annum—sold for 960l.
Leasehold, No. 9, Amhurst-villas, let at 76½ per annum, term 94½ years from 1835 at 7½ per annum—sold for 824l.
Leasehold, No. 10, Amhurst-villas, let at 62½ per annum, term 94½ years from 1835, at 7½ per annum—sold for 784l.
Leasehold, No. 11, Amhurst-villas, let at 62½ per annum, term 94½ years from 1835, at 7½ per annum—sold for 750l.
Leasehold, No. 12, Amhurst-villas, let at 63½ per annum, term 94½ years from 1835, at 7½ per annum—sold for 764l.
Leasehold residence, with grounds and cottage, known as Taymouth-house, Amhurst-road, term 95 years from 1835, at 20½ per annum—sold for 2000l.

Friday, Aug. 13.

By Messrs. RUSSELL, ARNOTT, and CO., at the Mart.
Freehold house and shop, No. 45, Essex-street, Strand—sold for 1800l.
The Cutter Yacht "Amazon," with her boats, store, and fittings—sold for 530l.

SOLICITORS' JOURNAL.

NOTES OF NEW DECISIONS.

MORTGAGE TO SECURE CREDITORS—POSSESSION OF DEBTOR—PREFERENCE—BONA FIDES—SEQUESTRATION—STAT. 13 ELIZ. C. 5.—By an order made in a suit H. was directed to pay into court a sum found due from him in respect of certain trust-moneys. Before the day fixed for payment H. executed a deed whereby he assigned, by way of mortgage, the whole of his property to trustees for the benefit of five of his principal creditors, to the exclusion of the persons interested in the trust-moneys. The deed contained a proviso for redemption on payment of the debts due to the five creditors within six months, and also a proviso that H. should continue in possession of the property for six months, but not so as to let in or permit any execution, sequestration, or other process, and in case any such should be enforced, or attempted to be enforced, that the possession of H. should cease and determine. Default having been made in payment of the trust-moneys, under the order of the court, a writ of sequestration was issued, and the sequestrators seized part of H.'s property; whereupon the trustees of the deed moved for the withdrawal of the sequestration: Held, that they were entitled to hold the property as against the sequestrators: (*Poyser v. Harrison*, 20 L. T. Rep. N. S. 1001. V. C. S.)

PATENT—ACTION IN THE NATURE OF SLANDER OR TITLE—ADMISSIBILITY OF EVIDENCE.—The plaintiffs, the proprietors of a patent spooling machine, brought an action against the defendant, also the proprietor of a patent spooling machine, for falsely and maliciously writing and saying to various persons in treaty with the plaintiffs for the purchase of their spooling machines, that the plaintiff's patent was an infringement of the defendant's, the defendant claiming royalties for their use, and threatening legal proceedings if these royalties were not paid; in consequence of which the plaintiffs lost the sale of their machines. The defendant pleaded not guilty. At the trial evidence was offered on the part of the plaintiffs of various specifications and machines existing before the date of the defendant's patent, in order to show that the defendant's specification claimed matters that were not new, and that the defendant himself had used them, and consequently knew the facts which would render his patent void; but this evidence was excluded by the judge as being immaterial whilst the defendant's patent was still subsisting: Held, that the evidence was rightly excluded, and that no action would lie against the defendant for the warning given by him to intending purchasers of the plaintiffs' machines, unless it were shown to have been given *malà fide* with the intent only to injure the plaintiffs, and without an intention to follow it up by legal proceedings; or that the circumstances were such as to make the bringing of an action by the defendant altogether wrongful: (*Wren and others v. Wield*, 20 L. T. Rep. N. S. 1007. Q. B.)

FIXTURES—MORTGAGOR AND MORTGAGEE.—Trade fixtures annexed to the freehold for the more convenient use of them, and not to improve the inheritance, and capable of being removed without any appreciable damage to the freehold, pass under a mortgage of the freehold to the mortgagee. The decisions which establish that a tenant may remove trade fixtures are inapplicable as between mortgagor and mortgagee: (*Clinch v. Wood*, 20 L. T. Rep. N. S. 1012. Ex. Ch.)

INTEREST SUIT—ADMINISTRATOR PENDENTE LITE—RECEIVER APPOINTED BY COURT OF CHANCERY.—This court having formally refused to appoint an administrator *pendente lite* in a suit where the Court of Chancery had appointed an administrator, on its being brought to its knowledge that the Court of Chancery was of opinion that such an appointment would be desirable, granted a second application to the same effect. The 70th section of the Probate Court Act gives power to the court to appoint an administrator even though the application be made by a third person not party to the suit: (*Tichborne v. Tichborne*, 20 L. T. Rep. N. S. 1015. Prob. and Div.)

SUIT FOR DISSOLUTION—PREVIOUS SUIT FOR NULLITY DISMISSED—COSTS.—Where a wife had failed in a suit for nullity on the ground of impotency, and afterwards obtained a decree for dissolution on the ground of adultery and cruelty, the court held that the husband ought not to be condemned in the costs of both suits, and ordered

that the costs paid by him in the suit for nullity should be credited to him in taxing the costs for the dissolution suit: (*Ditchfield v. Ditchfield*, 20 L. T. Rep. N. S. 1016. Div. and Mat.)

DISSOLUTION SUIT—DECREE NISI—MARRIAGE OF PETITIONER BEFORE DECREE ABSOLUTE—DISCRETION—20 & 21 VICT. C. 85.—After the decree *nisi* in a matrimonial suit, and before the decree absolute, the petitioner married again. The Queen's Proctor brought the fact under the notice of the court, but on affidavit, showing that the petitioner had acted *bona fide* under a mistaken impression that the decree *nisi* dissolved the marriage, the court held that it was a proper case for the exercise of the discretion vested in it by the 85th section of the Divorce Act, and made the decree absolute: (*Noble v. Noble and Godman*, 20 L. T. Rep. N. S. 1016. Div. and Mat.)

A SOLICITOR DROWNED AT SLAPTON.—A melancholy accident has just occurred at Slapton to a Mr. Wolves, solicitor, of London, who has lately been staying at the Sands Hotel. In the evening, after dinner, against the advice of his friends, he went out to bathe. He was a very good swimmer, and had many times stated that he could swim from Blackpool to the Start. On this occasion he went into the water near the hotel, and when he had been absent some time the landlord and others, growing anxious, sent out a boat in search of him. The boat was rowed out to sea, and returned after a fruitless journey. Late in the evening the chief boatman, Lyne, at Torcross, and Pederick, a publican, thought they heard some one in the water smacking his hands, so they ran on the beach, but could see no one. This is a mile and a quarter from the Sands Hotel, and it is supposed the unfortunate gentleman was just then seized with the cramp and went down. His body was found two days afterwards at a place below Torcross, and about four miles from the Sands Hotel, called Langston's Rocks.—*Western Daily Mercury*.

PATENTS.—In the year 1868 there were 3991 applications for letters patent; 2490 were passed thereon, and 2456 specifications were filed; 1501 applications lapsed or were forfeited in the year through the applicants failing to proceed for their patents within the six months of protection, and 34 patents became void through neglect to file specifications. With regard to the older patents, it appears that 13,101 bear date between the 1st Oct. 1852 and the 31st Dec. 1853. The additional progressive stamp duty of 50l. was paid at the end of the third year on 3692 of that number, and 9409 became void. The additional progressive stamp duty of 100l. was paid at the end of the seventh year on 1274 of the 3692 remaining in force at the end of the third year, and 2418 became void. Consequently about 70 per cent. of the 13,101 patents became void at the end of the third year, and about 90 per cent. became void at the end of the seventh year. The proportionate number of patents becoming void by reason of nonpayment continues nearly the same to the present time. In the year 1868 the stamp duties received in respect of patents amounted to 119,271. The fees to the Attorney-General and Solicitor-General for England, and to their clerks, absorbed 11,915. The Attorney-General and Solicitor-General for Ireland receive 2000l. as compensation, and the Lord Advocate 850l. The Patent Office establishment takes 9882l.; the printers, 17,677l. There are other items of expenditure, but the surplus is very large, and the aggregate surplus income from 1852 to the end of the year 1868 exceeds 726,000l. The commissioners repeat in their report this year that the building devoted to the purposes of the Patent Office is not, and never can be, made suitable to the requirements of the office. They add that the building is now filled, and there is a continual increase of specifications and scientific works for which provision must be made. Complete sets of the commissioners of patents' publications, each set including more than 2500 volumes, have been presented to the most important towns in the kingdom, to be accessible to the public daily free of charge; and complete series of abridgments or abstracts of specifications have been presented to a large number of literary institutions.

THE BENCH AND THE BAR.

REVISING BARRISTERS.—Walter B. Trevelyan, Esq., Temple, London, has been appointed revising barrister for the Berwick district, and Harrison Falkner Blair, Esq., St. James's Chambers, Manchester, has been appointed additional revising barrister.—*Newcastle Journal*.

Last week Mr. G. Waugh, barrister, of London, was bathing in the sea between Dartmouth and Kingsbridge, in company with Messrs. Reynolds and Lucas, also barristers. Suddenly Mr. Waugh

exclaimed, "I'm drowning," and disappeared instantly. His companions, knowing he was an excellent swimmer, thought he was joking; but he never reappeared, and yesterday his body was picked up off the Start.

MR. SERJEANT SIMON AND HIS CONSTITUENTS.

—The hon member for Dewsbury addressed a large meeting of his constituents on Monday night. The learned gentleman reviewed the work of the past session and the part he had taken. In reference to the Irish Church Bill, he stated that he voted in all the twenty-eight divisions which took place upon it. The hon. member also spoke upon the financial policy of the Government, the question of education, the bankruptcy laws, trade unions, the ballot, and other subjects. A unanimous vote of confidence in their representative was passed by the meeting at the close.

WHO IS TO BE THE LORD JUSTICE?—If, says the *Spectator*, we are driven from the purely political field, we must make our choice between two other alternatives. We may either fix upon a lawyer pure and simple, or we may select one who, having risen as high as politics will take him, is now independent of their help. In the first-class, Vice-Chancellor James seems the favourite, and we have no doubt that he will make a good Lord Justice. It would have been better if he had sat longer as Vice-Chancellor, and if his reputation at the Bar had not been so much overshadowed by Sir Roundell Palmer and Mr. Jessel. But we do not think this a sufficient reason for putting Mr. Jessel over his head. If the other alternative be adopted the choice is larger, but it is not so free from grave embarrassments. First of all, we may doubt whether any ex-Lord Chancellor would feel it consistent with his dignity to accept anything below that office, though we may cite the example of Lord Lyndhurst, who took the post of Chief Baron of the Exchequer after giving up the seals. But this is not the only difficulty. With almost all the men of this class there is some political objection. Take the case of Lord Westbury. His conduct with regard to the Irish Church does not make it more easy than it otherwise would be to approach him. Take the case of Lord Cairns. Would not the offer of such a post look as if the Government was holding out some inducement to a practised debater to abstain from expressing himself strongly on points of difference? We know very well that when the same post was offered to Lord Cairns on the last vacancy, an assurance was given him that nothing of the kind was expected of him, but he was not then leader of the Opposition in the House of Lords. He could not possibly combine the two functions. The offer of the Lord Justiceship then might have left his hands free as one of the most prominent members of the Opposition, but it would wear a very different aspect now. One name, indeed, remains, but with that there are other and more peculiar difficulties. The greatest of all is that the suggestion can come from no one but from him who would naturally be the last to make it. We do not venture to throw it out; it only occurs to us as a possibility. What if Lord Hatherley himself were to return to the court over which he presided for eight months, and for which he is so eminently fitted, thus enabling Government to strengthen its hands in the Upper House by the introduction of Sir Roundell Palmer without losing the immense help it derives from Lord Hatherley himself? The point is one solely for his consideration. He would naturally reflect where he could be of most service. He would ask himself whether the place he now fills, and in which he has rendered himself eminently useful to his party, is calculated to employ all his powers to the best advantage. In the long run we think he would prefer the place from whence he rose, but no one can expect that he should wish to return to it already. To give up the position of Lord Chancellor from such motives would be an act of unparalleled generosity, and we should not have mentioned it if we thought it would also be one of self-sacrifice.

MAGISTRATE AND PARISH LAWYER.

NOTES OF NEW DECISIONS.

LARCENY BY SERVANT.—B., a groom in the service of prosecutor, was supplied by his master with money to pay for the keep of the stallion of which he had the charge. He said that he had paid three sums to C., which was untrue; he had appropriated them to his own use: Held not to be larceny: (*Reg. v. Dartnell*, 20 L. T. Rep. N. S. 1020. Byles, J.)

EMBEZZLEMENT.—B., not being authorised to receive money for his master, obtained 1l. for and on account of his master from C., but not while in his employ; he was not asked to account for it, nor did he admit that he had received it: He was held to be guilty of embezzlement under

24 & 25 Vict. c. 96, s. 68: (*Reg. v. Dartnell*, 20 L. T. Rep. N. S. 1020. Byles, J.)

NORWICH CITY JUSTICES, GUILDHALL.

Thursday, Aug. 26.

(Before the MAYOR and other JUSTICES.)

REG. v. KINDLE.

Mutiny Act—Unlawful possession of a soldier's overcoat, or cloak, without being able to give satisfactory account.

Thomas Kindle was brought up in custody charged with having possession of a cloak, the property of Her Majesty, provided for the use of a private in Her Majesty's Royal Horse Artillery. Linay appeared for the prisoner.

From the evidence it appeared that the prisoner had been found in possession of the cloak, and stated that he bought same of a private in the regiment for 5s., and gave such a description of the man that he had been put under arrest.

Linay, on behalf of the prisoner, contended that as there was no proof that the prisoner's statement was untrue it ought to be considered a satisfactory account, in the same manner as giving the name of the person when found in possession of stolen property.

The Bench reminded Mr. Linay that it was in evidence an article cost 3l. 10s. new, and was worth 2l. now, and the prisoner bought it for 5s.

Linay replied that cast-off regimentals fetched but very little, and the prisoner might consider 5s. a fair price.

The Bench convicted in a penalty of 5l., and 6l. the treble value of the coat and other costs.

GAMING LICENCES.—The Commissioners of Inland Revenue have notified their intention of enforcing the penalty against all persons known to have killed game without a licence in the forthcoming season.

AS IT SHOULD BE.—The annual report of Mr James Caldwell, the governor of the gaol at Dunedin, New Zealand, dated the 14th April last, states that the value of the labour of the prisoners during the year ended the 31st March last more than covered the entire expenditure of the establishment, without taking into consideration the labour of such prisoners as were engaged in prison employment, such as washing, cooking, cleaning, &c., and various other works connected with the gaol. The prison contained, when the report was printed, 789 inmates, of whom 43 were debtors and six lunatics. During the year there were received 595 male and 147 female prisoners. The expenditure for the year on account of the gaol was 7385l. 2s. 8d., and the value of the prisoners' labour was 8778l. 3s. 7d., showing an excess of 1392l. 0s. 11d. over the expenditure.

LOAN SOCIETIES.—The annual abstract of the accounts of loan societies in England and Wales, prepared by Mr. Tidd Pratt, shows returns for 1868 from only 699 societies, instead of, as in recent years, above 800. There were 148,295 loans made in 1868, the amount circulated being 731,408l. The sums in borrowers' hands on the 31st Dec. 1868, amounted to 443,723l. The amount paid in the year for interest by borrowers or their sureties was 35,395l.; but borrowers and would-be borrowers paid also 9437l. for forms of application and inquiry. 13,557 summonses were issued in the year for recovery of sums amounting to 27,012l., and 22,002l. was recovered; but 2583 distress warrants were issued. The societies incurred costs amounting to 3127l.; costs amounting to 2561l. were paid by borrowers or their sureties. The societies state their gross profits in 1868 at 46,902l.; their expenses of management at 18,206l. They paid 27,502l. as interest to depositors or shareholders, and state their surplus or net profits at 4987l. These loan societies chiefly abound in London and its suburbs; all the rest of the kingdom does not contain so many as the metropolis.

SMALL RATEPAYERS.—A Parliamentary return, ordered at the beginning of the session, has just been issued, but it is still imperfect. It relates to English Parliamentary boroughs having a population of 20,000 or more, and to the poor rate made next after Christmas 1867, when the Reform Act of 1867 had come into full operation, abolishing composition and requiring that every householder be rated to the full rate. The return shows a rate to be collected amounting to 2,213,858l. There was actually collected 1,828,325l.; 21,311l. was legally excused; 90,147l. was for other cause not recoverable; the recoverable arrears are stated at 26,659l.; but in several instances no entry appears under these last three heads, the rate not having been closed. 52,343 persons, almost an exactly equal number of men and of women, were excused from payment of the rate on the ground of poverty. 137,926 summonses were issued for the recovery of the rate, and 29,442 distress warrants. The return shows 155,281 tenants at weekly rents, whose rates were paid by arrangement through their landlords;—9500 in St. Mary's, Nottingham; 9366 in Ashton-under-Lyne; 7896 in Lambeth;

6551 in Liverpool parish; 6517 in Preston; 6181 in Hunslet (Leeds); 5701 in Leeds parish; 4545 in Mile-end Old-Town; 4412 in Ardwick, Manchester; 4006 in Chorlton, Manchester; 4287 in Camberwell; 3829 in Aston, Birmingham.

TAXATION IN LONDON.—We have before us a statement of the local rates annually paid by a householder in the parish of Camberwell. His house is rated at 55l. Poor-rate, 2s. 9d.; general purpose rate, 1s. 2d.; water-rate (about) 1s. 1d.; expenses of Board of Works, 6d.; lighting-rate, 5d.; local sewers rate, 4d.; main drainage rate, 3d.—total, 6s. 6d. Even Camberwell is better off in this respect than some of the East-end parishes. In 1862 the rates in St. George's-in-the-East amounted to 7s. 3d., and those in St. Nicholas, Deptford, 9s. 2d. in the pound. Thus, the incidence of taxation in London affords an admirable incentive, if one were needed, to the discharge of the great duty of getting on. When a man grows richer and moves westward, he finds a double improvement in his circumstances. He has fewer rates to pay, and more money wherewith to pay them. If he goes to Tyburnia, he will only be liable for 2s. 4d. in the pound; if he takes a still higher flight and settles in Mayfair, he will escape with 2s. 1d. As things are, close upon one-third of the rateable value of a house in Camberwell goes in local taxes, and for this the tenant gets imperfect drainage, questionable water, a Poor-Law which leaves the street full of beggars, and such police protection as was vouchsafed the other day to Mrs. Peake. If it is impossible to lighten the ratepayer's disbursements, we cannot but think he might under a different system of government get a little more in return for them.—*Pall-mall Gazette*.

PRESENTATIONS TO THE POLICE.—Capt. C. G. Hodgson, the late chief superintendent of the City police force, after a service of upwards of thirty years, has retired upon a pension, granted by the Court of Common Council, of 600l. per annum, the full amount of his salary. Some time since a movement was set on foot amongst the members of the force of all grades to present him with a testimonial of their respect and esteem, and this was very cordially received and approved of, and a few days ago the testimonial, which consisted of a silver salver and a tea and coffee service, was presented to Capt. Hodgson, on behalf of the subscribers, by Inspector Foulger and Inspector Bailly, at his private residence at Acton. It was intended that the presentation should be made in the presence of a body of the men, but in consequence of the state of Capt. Hodgson's health, it was thought advisable that the ceremony should be conducted in private. On Thursday also a large number of gentlemen and tradesmen of Paddington and Willesden met at the Prince of Wales Tavern, Harrow-road, Paddington, for the purpose of presenting a testimonial to Mr. Mackerell, late an inspector of the X Division of police, and who, after twenty-seven years' service in that force, has retired with a full superannuation pension. Some short time ago the divisional squadron of police, of which Mr. Mackerell was inspector, presented him with a very handsome and costly bible, and the tradesmen and gentlemen above referred to, have supplemented the gift by presenting Mr. Mackerell with a valuable gold watch, a gold chain, and a purse containing gold.

AN ECCENTRIC PRISONER.—At the Middlesex Sessions on Saturday, George Taylor, 37, described as a moulder, of wild appearance, and with scarcely a rag to cover him, was placed in the dock charged with stealing a watch and chain from John Hayes, a coffee-house keeper, of 88, St. John's-street, Clerkenwell. He was also indicted for stealing a pair of boots, the property of John Balderson, of 15, St. John's-street, Clerkenwell, and further for assaulting and beating Philip Ennesey, a plumber. Mr. Francis, the deputy clerk of the peace, read the first charge over to the prisoner, and asked him whether he was guilty or not guilty. Prisoner—I might just as well say "guilty" as not. (Laughter) Put it down "guilty." Mr. Francis—You are further charged with stealing a pair of boots the property of John Balderson. Prisoner—Put that down "guilty." (Laughter.) Mr. Francis—You are also charged with assaulting Philip Ennesey. Prisoner (with the utmost indifference)—Put them all down "guilty." You are sure to have your own way. (Renewed laughter.) Mr. Sergeant Cox—Is the prisoner known? Reeves, a warder, said he had been previously convicted, but that it was some time ago. He behaved very strangely while in the prison. Mr. Sergeant Cox—Prisoner, the sentence upon you is, that you be imprisoned and kept to hard labour for twelve calendar months. Prisoner—Will that include the boots? (Laughter.) The Judge—Yes, that includes the boots. The prisoner tripped lightly from the dock, and said, "Hurrah! now I shall get a new coat."

LOCAL TAXATION.—The Blue-book issued a few weeks ago, showing the amount of local taxation levied in the several parishes of England and

Wales in the year ending at Lady-day, 1868, has been followed by a supplement of 291 pages, stating the rate in the pound of the aggregate of all local rates in each parish on the rateable value. The rates vary greatly in different places. They are below 1s. in several parishes, as low as 6d. in two thinly-populated parishes in Lincolnshire and the West Riding, and 5d. in the parish of Hardwich, Suffolk, with its 25 inhabitants and rateable value of 343l. On the other hand, the rates exceed 5s. in the pound in many parishes, exceed 6s. in several, exceed 7s. in some, and are stated at 8s. in the pound in the parish of St. Margaret, King's Lynn. The present volume makes some corrections in the summary of the year's local taxation in England and Wales, and gives the following amended summary:—Amount levied for poor relief, 7,834,870l., including 336,811l. for vaccination and registration fees, payments under the Parochial Assessment and Union Assessment Committee Acts, salaries of collectors, &c.; county, hundred, borough and police rate, 2,760,352l.; highway rate, 1,538,215l.; church-rates, 217,083l.; lighting and watching-rate, 76,978l.; Improvement Commissioners, 445,431l.; general district rates, 1,796,690l., rates under Courts of Commissioners of Sewers, including drainage and embankment rates, 709,071l.; rates of other kinds, 1,355,473l., including 981,140l. for general and lighting rates levied by vestries and district Boards under the Metropolis Local Management Acts; making a total of 16,734,163l. local taxation of England and Wales in the year ending at Lady-day, 1868. The return has been prepared by the Poor-Law Board, and appears to have been compiled with care and pains.

THE MAGISTRATES AND THE PUBLIC-HOUSES.—Nearly forty memorials were presented to the Manchester city magistrates at the brewster sessions against the granting of new licences. They were from temperance societies, Sunday and ragged school teachers and managers, religious congregations, and public meetings. The mayor assured the deputations that the magistrates were impressed with the importance of the additional duty which had been imposed upon them by the recent Act of Parliament, but pointed out that, however desirable it might be to reduce the number of beerhouses in the city, and to substitute others of a superior class, this could only be effected in course of time. Of the several applications for new licences two were postponed, one for an extension of licence was granted, and the others were refused. Six houses were reported by the police for misconduct, and the licences of these houses were suspended. There were nine applications yesterday for spirit licences in the township of Birkenhead, and nineteen in other parts of the hundred of Wirral. The magistrates adopted the restrictive principle, and granted only two new licences, both being out of Birkenhead. There were 312 applications for beer licences—15 in Birkenhead and 162 in the country. Most of the beer-sellers' applications were granted. A Leeds there were nearly 400 applications to renewal of spirit licences and thirty-two new applicants. Most of the old licences were granted except in cases where the occupier had been fine twice during the year for infringement of the law and these were adjourned to Sept. 23. Of the new applications four only were granted—three for restaurant keepers. The magistrates afterwards sat specially to hear applications for certificates under the Beerhouse Act (without which no licence can be obtained). There were 730, and at Bradford, there were 615 applicants for these certificates. At the annual licensing meeting at the borough of Stafford, the bench, with a view of doing away with the nuisance occasioned at night by the noise of skittle-playing gave notice that during the next year they expected the publicans to close their skittle-alley at nine in the evening, and the beer-house kept at eight, and that any person failing to comply with this regulation would be in danger of losing his licence next year.

RECEIVERS OF STOLEN GOODS.—To the Editor of the Times:—Sir, In a letter inserted by this morning, "A Barrister" contends that only alteration in the law as to receivers of stolen goods effected by the Habitual Criminals Act that a previous conviction may be proved by verdict, and he adds that without further evidence of guilty knowledge the judges will hold that it is no case for the jury. The prediction is somewhat rash, and the more so as the reading of Act on which it is based is erroneous. Your respondent has left out of sight the fact that the doctrine of recent possession is immensely tended. Under the old law any man who found in the possession of goods lately stolen called upon to give an account of the way in which he came by them. Thus, where two coats of about twenty yards each, were found in possession of the prisoner two months after they had been stolen, Mr. Justice Patteson held that the prisoner should explain how he came by

property: (Taylor on Evidence, vol. 1, pp. 151-2.) But where tools had been traced to a prisoner three months after their loss, where a horse was found in his keeping six months after it had been stolen, where goods were discovered in his house sixteen months after a robbery, it was held that no explanation need be given. By the Habitual Criminals Act the mere fact that a man previously convicted of certain specific offences, involving fraud or dishonesty, is found in the possession of stolen goods, is to be evidence of guilty knowledge. How, in the face of this enactment, a judge is to say what the Legislature expressly declares to be evidence is not evidence passes my comprehension. When once the case has gone to the jury it is virtually decided by the previous conviction. Guilty knowledge being a presumption and not a question of fact, almost anything will turn the scale. For a proof of this we have only to look to the working of that section of the Coining Act which converts certain misdemeanors on a first offence into felonies after a previous conviction. It has been held by some of the judges that under this section the previous conviction is to be given in evidence before the subsequent offence is proved, and the result of this is, as I myself have seen, that the weakest possible case, without a shadow of legal evidence upon the facts, will support a verdict of guilty. It will be the same with receivers of stolen goods. Serjeant Cox is not quite correct in saying that the burden of proof is shifted upon them, for if goods were recently stolen some part of that burden always lay upon the receiver. But the practical effect of the section is as he stated it. "A Barrister" is also in error as to the reference to the first schedule. The words "any felony not punishable with death also" have nothing to do with the fourth part of the Act, for that deals solely with such offences as are specified in the first schedule, and involve fraud or dishonesty. A glance at the third part of the Act explains the difficulty which your correspondent has found, and of which I should think he has a monopoly. The 8th section provides that all persons who have been twice convicted of any offence specified in the first schedule shall be liable to police supervision. Any felonies except murder, any offences against the coinage not amounting to a felony, together with the misdemeanors of obtaining money by false pretences, conspiring to defraud, being found by night armed with intent to break and enter any house or building, come within the schedule. It is true that bigamy and manslaughter are felonies; it is also true that they need not involve fraud or dishonesty; but if "A Barrister" had carefully read the Act before passing judgment upon it, he would never have supposed that either of these offences could be admitted as evidence against receivers.—I am, Sir, your obedient servant, A STUFF GOWN. Aug. 26.

REAL PROPERTY LAWYER AND CONVEYANCER.

NOTES ON NEW DECISIONS.

POLICY OF INSURANCE GIVEN AS A SECURITY.—SURPLUS.—B., agent for C., an officer in the army, supplied him from time to time with goods. Policies of insurance were effected and given to B. as security for whatever might be due at the death of C., to whose account the premiums were regularly charged. At C.'s death the debt due to B. was 1800*l.*, but the moneys received from the policies were 3500*l.* The difference between the debts and the money received was held to be a balance due to the account of the deceased officer: (*Bruce v. Garden*, 20 L. T. Rep. N. S. 1002. V. C. J.)

WILL.—CODICIL.—REPUBLICATION.—Testator by his will (before the Wills Act) devised two houses to his niece A. and her heirs. By a settlement subsequently made on her marriage, he granted the houses to a trustee to the use of himself for life, remainder to the husband for life, remainder to the wife if she should survive for life, remainder to the issue of the marriage, remainder to his own right heirs. By a codicil to his will in 1826 he confirmed his will. In the events which took place, the devise to the right heirs of the testator came in question. Held, that the codicil revived the devise in the will to the niece and her heirs: (*Harvey v. Lloyd*, 20 L. T. Rep. N. S. 1003. V. C. J.)

POWER.—PERPETUITY.—ELECTION.—A testatrix had, under her marriage settlement, a power of appointment of a certain fund to and among the children of the marriage. By her will, purporting to be in execution of the power, she appointed a portion of this fund to a son for life, with remainder to such persons as he should by his will appoint. By her will there was also a general residuary appointment, subject to all other appointments to her three daughters. She

also gave other bequests to these daughters out of her own property. Held, that the execution of the power in favour of the appointees after the son's life interest was void for remoteness: (*Wollaston v. King*, 20 L. T. Rep. N. S. 1003. V. C. J.)

WILL.—POWER OF APPOINTMENT.—MARRIAGE.—EXCEPTIONS IN SECT. 18 OF WILLS ACT.—A. left a will by which he devised all his property to B. for life, with power of appointment, and, in the event of her dying without issue or without exercising her power of appointment, to her next of kin at the time of her death. B. exercised the power of appointment, and subsequently intermarried. Held, that the marriage did not revoke the will, and that the will came within the exceptions of the 18th section of the Wills Act, on the ground that next of kin in the original will did not include the same persons as next of kin under the Statute of Distributions: (*Re M'Vicar*, 20 L. T. Rep. N. S. 1013. Prob. Ct.)

WILL AND CODICILS EXECUTED ABROAD.—EFFECT OF AS TO CONFIRMATION.—A testator left three testamentary papers, a will, and two codicils endorsed on the back of it, none of them duly executed according to the law of England. The second codicil was made in Italy, and, according to the law of that country, was duly executed as to form, but taken by itself it could have no independent existence, nor could it confirm the will, although referred to it. Held, that neither will nor codicil could be admitted to probate. In determining the validity of testamentary papers the court will have regard to the law of one country only, and will not mix up the legal requirements of two countries: (*Pechell v. Hilderley*, 20 L. T. Rep. N. S. 1014. Prob. Ct.)

THE PRESSURE OF TAXATION ON REAL PROPERTY.

A paper on the above subject was read by Mr. Purdy, of the Poor Law Board, at the British Association. He said the nearest approach at present to the annual value of real property in England and Wales is expressed by some figures which show the gross sum to be upwards of 145,000,000*l.* for the financial year 1867-68, thus assessed:

Under schedule A	£116,341,387
Sum formerly charged under A, but since 1865 transferred to schedule D as profits	29,057,991

Total

The assessment upon which the Crown actually gathered the tax was upwards of 9,000,000*l.* short of this gross sum; the statement of the amounts "charged" standing, for the same year, thus:

Under schedule A	£107,062,662
Sum formerly charged under A, but since 1865 transferred to D as profits	29,041,932

Total

The principal items under schedule A in 1865 were:—Lands, including tithe rentcharge, 46,403,000*l.*; messuages, 59,236,000*l.*; quarries, D, 526,000*l.*; mines, D, 4,277,000*l.*; iron works, D, 1,248,000*l.*; canals, D, 786,000*l.*; railways, D, 13,882,000*l.*; gas-works, D, 1,618,000*l.* Those marked D are now placed under schedule D. The amount of local taxation incident upon real property is known with great fulness. The chief items are:

Amount levied under the name of poor-rate	£11,061,000
County, hundred, borough police, not paid out of poor-rate	307,000
Highway rate, not paid out of poor-rate	917,000
Church-rates	217,000
Lighting and watching rate	77,000
Improvement commission rates	445,000
General district rates, levied under the provision of Public Health and Local Government Acts	1,797,000
Rates under courts of Commissioners of Sewers, including drainage and embankment rates	709,071
Rates of other kinds, and inclusive of 861,000 <i>l.</i> levied in the metropolitan district as general and lighting rates	1,203,000

Total

It may be well to remember that nearly half of this heavy sum is entailed upon the ratepayers by the absolute right to relief which the legislation of England has given to the poor. The imperial taxes that are incident upon realty certainly exceed 6,000,000*l.*, they probably approach to 7,000,000*l.* So far as their respective amounts can be discovered, they are exhibited in the following statement:

Property tax, 1867	£2,354,030
Land-tax, 1868	1,056,000
House duty, 1868	1,008,000
Succession duty, average of 1867-68-69	562,000
Stamps on deeds and other instruments, not otherwise specified, 1868	1,405,000

Approximate total

Allowing for possible defects in the imperial tax table, the aggregate burden is this:

Taken by local taxation	£16,733,000
Taken by imperial taxation	6,362,000

Grand total

Upon the gross value assessed under Schedule A, 145,390,000*l.*, this is equivalent to 3*s.* 2*d.* in the pound; on the net value, the amount "charged," 136,135,000*l.*, it equals 3*s.* 4*d.* in the pound. A Parliamentary return of some interest to the discussion of the incidence of taxation was in 1853 obtained upon the motion of Mr. Moffatt, and Mr. Purdy showed from it that sixteen years ago landed property, including the tithe-rentcharge, bore 45*s.* 6 per cent. of the aggregate amount of the rates and tax mentioned above; and the residual property 54*s.* 4 per cent. The gross assessment in 1864-65 of lands and of other real property under Schedule A in England and Wales was:

		Per cent.
Of lands, including tithe-rentcharge	£46,403,437	35.3
Of other descriptions of real property assessed in this schedule	84,938,063	64.7

Total

As against 1851-52 it appears that 10.3 per cent. has passed from the land and gone upon other assessable property. Land would appear now liable to bear rather more than one-third of any burden laid upon real property generally; and real property other than land rather less than two-thirds. As regards the growth of the property under pressure, during the past fifty years England has increased largely in numbers and more largely in material prosperity. Under such conditions, it is inconceivable of any community that a great impetus should not have been given to the development of what English lawyers mean by the term "realty," or real estate. Authentic records afford the means of instituting a comparison between the years 1815 and 1868; or, roughly speaking, after the lapse of half a century. In the first-named year the population of England and Wales was 11,004,000; in 1865 it was 21,500,000 persons; the increase being 96.2 per cent. In 1814-15, the real property assessed under schedule A was 53,495,000*l.*; and in 1867-8 it was 145,390,000*l.*, or 171.8 per cent., and thus surpassing the rate of development in the population by 75.6 per cent. Separately it appears that the annual value of real property and other lands for England and Wales was in 1814-15, 17,235,375*l.*; 1864-65, 84,937,648*l.*; increase in 1864-65, 67,702,271*l.*; increase per cent, 392.8; and the annual value of lands (inclusive of tithes), for England and Wales, was in 1814-15, 36,260,009*l.*; 1864-65, 46,403,875*l.*; increase in 1864-65, 10,143,855*l.*; increase per cent, 27.9.

JOINT-STOCK COMPANIES' LAW JOURNAL.

NOTES OF NEW DECISIONS.

CLAIM AGAINST A COMPANY FOR BREACH OF CONTRACT.—NOTICE OF THE OBJECT OF THE CONTRACT.—COMPANIES ACT 1862, s. 95.—The C. Company, which was established for the purpose of constructing railways, in a letter signed by its secretary, gave an order to the E. Company for 360 tons of rails at a certain price, and for 500 tons of a different kind of rails at a certain price; the terms being three months' acceptance from date of each delivery. The 500 tons of rails were intended for a railway which was not to be constructed by the C. Company, but by a firm whose leading partner was a director of the C. Company, and these rails were alleged to have been included in the order by mistake. These rails were made, but not delivered, in consequence of a letter from the C. Company, requesting the E. Company not to send them from their works until further orders. The C. Company was subsequently ordered to be wound-up. On a claim by the E. Company for damages occasioned by breach of the contract: Held, that the order, though not under seal, was binding on the C. Company, and that the E. Company was entitled to prove for the damages occasioned by the breach of contract; and also that the court would not sanction the giving of acceptances by the official liquidator for the amount of the contract. The managing director of the E. Company was also a director of the C. Company, and it was alleged that he must have known that the rails were not required for one of the C. Company's contracts: Held, that this did not affect the validity of the contract. The doctrine of notice does not apply to the purchase and sale of goods in the usual manner between two companies: (*Re The Contract Corporation*, 20 L. T. Rep. N. S. 964. M. R.)

WINDING-UP.—PETITION.—A coal company carried on a large business in London and the

country at a loss of 3500*l.* per annum. At a general meeting it was reconstructed under new management. A shareholder, who had written a grossly abusive letter claiming a return of what he had paid, with certain shareholders at a country office that had been discontinued, presented a petition to wind-up. The court held that there was inability to carry on at a profit is not of itself sufficient ground for a winding-up, and dismissed the petition with costs: (*Re The Joint Stock Coal Company*, 20 L. T. Rep. N. S. 966 V.C. M.)

ALBERT INSURANCE COMPANY.

Messrs. S. L. Price and A. R. Kirby, the provisional official liquidators of the Albert Life Assurance Company, have issued their statement of the position of the company, with a proposal for the arrangement of its affairs. They state that the paid-up capital is 176,000*l.*, and the uncalled amount 324,000*l.*; while the liability under policies and annuity contracts is limited to the capital and funds of the company. Mr. Charles Jellicoe and Mr. Arthur Bailey, the actuaries, having been consulted, have given an opinion, which is stated at length, both as to the actual position of the company and the most likely mode of reconstruction. They state that the policies in force on the 31st Dec. last represented a total of 8,207,041, on which annual premiums of 312,657*l.* were payable, and annuities of 19,307*l.* The present liabilities they estimated at 1,407,932*l.*, and the assets, including uncalled capital, at 431,500*l.*, showing a deficiency of 986,432*l.* They then observe:

If a compromise be effected reducing by one-half the claims of the annuitants and immediate creditors, we think that, taking the assets to be of the value of 431,500*l.*, the company would be in a position to pay, as the claims arise, nearly 80 per cent. of the sums assured. But, inasmuch as there are several elements of uncertainty in the case, and as a valuation of the liabilities at the present date has yet to be made, we think that in any proposal for the arrangements of the company's affairs it would be inexpedient to engage to pay in the first instance more than 75 per cent. of the sums assured under the policies. The following is an estimate of what would be the position of the company thus reorganised. The above item of 1,147,487*l.*, viz., value of liabilities under policies, would be reduced to 137,173*l.*; the above item of 150,445*l.*, viz., the value of liabilities under annuities, would be reduced to 75,223*l.*; claims admitted, and general debts, would be reduced from 110,500*l.* to 55,250*l.*; total, 267,841*l.* Assets, including uncalled capital, estimating the loans on policies at 10*l.* in the pound, 431,500*l.*; apparent surplus, 153,654*l.*

The liquidators point out that should the business collapse and the company be continued in liquidation, the result will be that the estimated liabilities entitled to rank against the company will amount to 3,260,000*l.*; and that whereas, under a reconstruction, continuing policy-holders will be secured on the average to the extent of 75 per cent. of the amount assured under a liquidation they would only receive a trifling dividend spread over several years. It is, therefore, proposed to reorganise the company on the basis of an average reduction of 25 per cent. of its assurance liabilities; but the reduction on each policy would be ascertained before the policy-holders were called upon finally to determine as to continuing their policies. In order to carry out these arrangements, they state that it will be necessary to form a new company to take over from the old company all its assets and undertake all its liabilities on the reduced scale. The policy-holders to be entitled to 80 per cent. of the future profits, the remaining 20 per cent. to be reserved for the shareholders of the present company. It being indispensable that the new company should be formed by shares, it is proposed to issue to the present shareholders fully paid-up shares in the new company of the nominal value of 5*l.* in proportion to the amounts paid up in the present company, and thus secure an equitable division amongst them of such 20 per cent. of the profits. The new shares in no case to be entitled to more than 5 per cent. per annum until the policies have, either out of the existing assets or future profits, been made up to their original amount. The actual result would be that the reorganised company would practically be a mutual assurance company, but having 20 per cent. of its profits set aside for the old shareholders in the Albert Life Assurance Company from which it had obtained its business. It is further proposed that, at the end of one year from the date of the reorganisation of the company, a re-valuation of all the assets and liabilities shall be made, and such additions made to the policies as the result of such investigation may warrant. The proposed average reduction of 25 per cent. has been put at a maximum amount in order to place the company on a perfectly safe footing. It is intended to make it part of the constitution of the new company that in future there shall be a thorough investigation of the assets and liabilities at the end of every third year by two independent actuaries of high standing, one to be nominated by the shareholders, the other by the policy-holders. This proposal will be circulated among the share-

holders, policy-holders, and other claimants on the company, and the liquidators point out the absolute necessity of a prompt decision on the matter. It is intended to propose at the forthcoming meetings that representatives should be nominated to form a central committee for assisting the liquidators to carry out the proposed arrangements.

The meeting of the shareholders of the Albert Assurance Company was conducted with closed doors. Mr. Neale, one of the directors, was in the chair, and a report was read by Mr. S. L. Price, accountant and joint provisional liquidator, giving a short history of the concern, followed by explanations with regard to moneys paid as compensation and other matters. A proposal that Mr. Kirby, the son of the late manager, should be requested to resign his position as one of the provisional liquidators was then moved and seconded, but was ultimately withdrawn on a promise from the chairman that another meeting shall be called on the 21st Sept.

The following letter has appeared in the *Times*:—"Sir,—I take the earliest opportunity of informing you that, on the application of this committee, his Honour the Vice-Chancellor, Sir W. M. James, has been pleased, with the view of avoiding the great expense which would be incurred by the attendance of numerous counsel, solicitors, and others, at Shire on the hearing of the petition to wind-up this company to order, that the same be adjourned for the purpose of being heard in London on the 17th prox., and that the hearing on the 10th be *pro forma* only. I am Sir, your obedient servant,

JOHN PIKE, Hon. Sec.
Committee-room, Terminus Hotel, Cannon-street, Aug. 28.

The following is the copy of the letter:

ALBERT LIFE ASSURANCE COMPANY.

Vice-Chancellor James's Chambers,
11, New-square, Lincoln's-inn, Aug. 27, 1869.
Sir,—With reference to your letter of the 25th inst., addressed to the Vice-Chancellor, I have to inform you that it has been arranged for the hearing of the petitions to be adjourned to the 17th Sept., when they will come on before his Honour in London probably at these chambers, but of the exact time and the place of the hearing you had better inform yourself by inquiry hereafter. As there will be nothing done at Shire on the 10th Sept. except to formally adjourn the petitions, it will be unnecessary for any of the parties interested except the petitioners' solicitor to attend. Your obedient servant, JOSHUA BIRD ALLER, Chief Clerk.
J. Pike, Esq., City Terminus Hotel.

JURIES IN COMPENSATION CASES.—The alleged injustice of juries in assessing damages for railway accidents was complained of both at the London and North Western and Great Northern meetings. Mr. Moon, at the London and North Western meeting, said they had plenty of cases to prove the unfairness of the existing law as it affected railway companies. As instances he mentioned that a blind man who came into the station hurt his hand by a nail and brought an action; a boy climbed upon one of the company's mantelpieces and pulled it down with his weight, and they had to pay 150*l.* damages. Col. Packe, at the Great Northern meeting, referred particularly to the "Warren" case, in which a lady obtained 1700*l.* damages for falling on a carpet.

MARITIME LAW.

NOTES OF NEW DECISIONS.

MORTGAGE—ARREST OF SHIP.—The mortgagee of four sixty-fourth shares had arrested her in a suit which he subsequently abandoned. The court condemned him in costs but not in damages: (*The Egerateia*, 20 L. T. Rep. N. S. 961. Adm. Ct.)

PRACTICE.—Where a suit had been brought in *rem*, in which the proceeds of the *res* were insufficient to satisfy plaintiff's claim, it was held that a separate suit in *personam* might be brought in the Admiralty Court: (*The Pet*, 20 L. T. Rep. N. S. 961. Adm. Ct.)

JURISDICTION—COLLISION—PERSONAL INJURY.—A sailor, injured in a collision, brought a suit in *rem* against the ship. The Admiralty Court was held to have jurisdiction under sect. 7 of the Act of 1861: (*The Beta*, 20 L. T. Rep. N. S. 988. Priv. Co.)

PRACTICE—RIGHT TO BEGIN.—Where in a cause of damage defendants pleaded inevitable accident, and denied generally the averments of the petition, but made no charge against plaintiffs, the defendants ought to begin: (*The Thomas Lea*, 20 L. T. Rep. N. S. 1017. Adm. Ct.)

SALVAGE—ARREST—COSTS.—Where salvors took out a commission for appraisal and sale after a valuation of the salvaged vessel and cargo at less than 1000*l.* by the Receiver of Wreck, but did not proceed with its execution, and after three weeks gave notice of not proceeding further in the suit: Ordered, that they should pay

the costs, and, as they could have ascertained the value in a very short period, that they should pay damages from four days after the issue of the commission till the date of the notice of withdrawal: (*The Margaret and Jane*, 20 L. T. Rep. N. S. 1017. Adm. Ct.)

DAMAGE—PLEADING—PARTICULARS.—Where the petition alleged that oilcake was not delivered in good condition according to the terms of the bills of lading, that there was a breach of contract, and that the damage was caused by negligence: The plaintiffs are not bound to set forth the particular acts or the character of the negligence that caused the damage: (*The Freedom*, 20 L. T. Rep. N. S. 1018. Adm. Ct.)

DAMAGE—COLLISION—PLEADING—COSTS.—In a cause of damage defendants admitted that their ship was the wrongdoer, but pleaded that the collision was solely caused by the neglect of a pilot, whom they took by compulsion of law. This fact having been proved at the hearing: Held, that the plaintiffs must be condemned in costs: (*The Royal Charter*, 20 L. T. Rep. N. S. 1019. Adm. Ct.)

PRACTICE—SALVAGE—COSTS.—Where separate salvage suits are not consolidated, full costs in the later suits will not be granted save under exceptional circumstances: (*The Belle of Lages*, 20 L. T. Rep. N. S. 1019. Adm. Ct.)

Some very novel points occasionally come before the law courts, but one raised in an action tried at the Liverpool assizes lately may be considered as unique. The cause had reference to the non-delivery of a cargo of nitrate of soda, and it was pleaded in answer to the claim that the cargo in question had been destroyed by an earthquake off the Peruvian coast. Then arose the knotty point whether the earthquake was an "accident" or a "circumstance," and this has been left for the judges to decide.

COUNTY COURTS.

BATH COUNTY COURT.

(Before C. F. D. CAILLARD, Esq., Judge.)

CRUSE v. STAFFORD.

Lien on judgment.

Bartrum applied to the court, pursuant to notice, to declare that he was entitled to a lien on the judgment recovered at the last court under the provisions of the 23 & 24 Vict. c. 127, s. 28.

Clark, who appeared for the defendant, asked his Honour not to entertain the application until after he had heard an action at the suit of Stafford against Cruse.

This was opposed by Bartrum, who characterised the application to postpone it as an attempt to rob his client of the fair result of the miserable verdict of 5*l.* he had received.

His Honour decided to hear the application, and, after Bartrum had cited authorities, his Honour was satisfied as to his power to make the order asked for, and said he was certainly inclined to do so.

Clark urged him not to make the order, and pointed out that if it was made, Mr. Stafford would not obtain his money.

His Honour.—How much? Is it the 17*l.*?

Clark.—Oh, no; it is 4*l.* odd.

After a long discussion, his Honour said that he certainly should make the order in the terms of the section, and he must express his satisfaction at the existence of such a provision, especially in this case, so as to prevent one judgment being set off against another; and, looking to the interest of the Profession, he was certain Mr. Clark would upon consideration see that it was a most equitable order.

JUDGE SMITH ON JURIES.—To the Editor of the *Shrewsbury Chronicle*.—"Sir,—The judge of our County Court has a strong prejudice against the old English right and custom of trial by jury. An exemplification of this was shown at the County Court in this town, on Thursday, the 12th ult., in the case of *Davies v. Dyson*. There the plaintiff, as he had a full right to do, required a jury, upon which, as mentioned in your report in to-day's paper, the judge came out with the following remarks:—"His Honour said that out of 14,000 plaintiffs entered during the year 1868 he heard 7769, and out of that number there were only seven jury cases, or less than one in each one thousand plaintiffs. What he wished to know was whether or not they could dispense with the jury in this case. A most grievous injury was sustained by persons being summoned on juries, and he wished to do all he could towards checking the evil. Mr. Clarke, on behalf of the defendant, said he should be most happy to dispense with the services of the jury, and leave the case to his Honour Mr. Widing had every confidence in his Honour but would rather, now that the jury were

summoned, have the case heard before them. His Honour stated that he would like to suggest to the Legislature that the best way of doing the business was not to create more judges, but to dispense with juries in civil cases. He had consulted a counsel practising in the Superior Courts on the subject, and he gave it as his opinion that the juries in those courts took up one-third more time than if a case was taken to the judges." Mr. Wilding, with great respect to the court, adhered, consistently with his duty, to his client's wishes. But what does the Judge? No doubt 'wishing to do all he could towards checking the evil,' and to alleviate the 'grievous injury sustained by persons being summoned on juries,' directed the case to be taken last; and, in the face of the fact that the jury returned a verdict for the plaintiff for the full amount claimed, immediately thereupon exclaimed, 'Then I give no costs nor court fees.' In this, however, he was a little too quick, as he was reminded by Mr. Wilding that he had no control over the costs, the action being brought in the court of Queen's Bench, and that in that court the costs followed the event. Now, contrast this with the conduct of Thomas Humphreys, Esq., Deputy Judge, at Llanidloes, on the very same day. A horse case was tried by jury, but not a word of self-laudation or complaint came from the judge, or any unusual order as to costs. And again on Friday, the 13th, at Newtown, also before the same judge, in *Shaw v. Jacob*, a jury had been applied for by the plaintiff since the last court. Mr. Jenkins, for defendant, took objection to the application having been made subsequent to the adjourned hearing, submitting that it should have been made three clear days before the first hearing. His Honour, however, overruled this objection; and the jury were sworn and tried the case, returning a verdict for plaintiff for 10*l.* damages. Mr. Brough applied for costs, which His Honour granted; and every right-thinking person will say that in granting such application he did his duty. Trial by jury is a right any suitor has; and it is given to him by law, and it is not the province of any judge to try to suppress such right, or if insisted upon to say that the offending party shall be deprived of the costs to which he is fairly entitled, and which should attach to their verdict.—I am, Sir, yours obediently,—JURY. Welshpool, 20th Aug. 1869."

ECCLIASTICAL LAW.

SEQUESTERED LIVINGS.—By the existing law, when the incumbent of a benefice falls into pecuniary embarrassments his creditors may appropriate nearly the whole income of the living till their debts are paid in full. A very small margin is left to defray the necessary expenses of providing for the services of the church; and in no case is the bishop entitled to demand more than 20*l.* a year for that purpose. The incumbent himself and his family can claim of right nothing. Of course it very frequently happens that he continues at his post, and receives the annual sum allotted for the service of the church. But he frequently does not, and it is frequently undesirable that he should. In many cases, too, sequestration of the living is accompanied by suspension of the clergyman. At all events, and whatever be the cause, so soon as he becomes non-resident the creditors are not obliged to allow him a single farthing. It is the consciousness of possessing this hold upon his income which makes it a matter of course for his tradesman to allow him credit. Remove it, or materially impair it, and the poorer clergy will be exposed to the same kind of inconvenience as would have beset the working man had the power of imprisonment for contempt been withdrawn from the County Court judges. Yet this is what the Earl of Harrowby proposes to do, and to do in the interests of the Church. According to this Bill no living worth less than 300*l.* a year is to be liable to sequestration at all, and no living worth less than 500*l.* a year is liable to sequestration if the population exceeds 1000. We cannot undertake to say precisely what number of livings would be placed beyond the reach of the law by this clause. But it is certain that a very large proportion of the whole number of livings in England come within one or other of these two categories, and that an immense number of clergymen would, were the Bill to become law, find the relations between themselves and their tradespeople suddenly assume a new character. Nor is this all. The disposal of the funds, in the case of those livings which are left liable to sequestration, is adjusted upon such a scale as will in the majority of instances leave a very small pittance for the creditors. Where the population is less than 1000, 300*l.* a year is to be the bishop's share of the income, to be spent, of course, on providing for the services of the church. But the majority of such livings are not worth more than 400*l.* a year altogether; while many would trench very closely upon the minimum value of 300*l.* Where the population is between 1000 and 3000, the sum set aside for ecclesiastical purposes is to be 500*l.*; where it

is over 3000, 600*l.* Clearly, these provisions, if literally carried out, would seldom leave much for the creditors, and frequently nothing at all. And under such circumstances the value of a clergyman's living as security against eventual loss on the part of his butcher, his grocer, and his wine merchant, would be materially diminished. Now credit, of course, may always be abused; and it has been abused by parish clergymen to the great injury of the Church. It has been abused, too, by working men, though that may have hurt only themselves. Still it is just as necessary, if that is all, to a poor clergyman as it is to anybody else. His income, we must remember, though its average value is known, fluctuates from year to year, and where it is derived from glebe such fluctuations may be serious. Many clergymen have no private means, and on the whole it seems not improbable that a good deal of inconvenience might be caused to individuals by the operation of such a measure as this. But, on the other hand, it is still more clear that the Church at large would be a great gainer by it. The shepherd exists for the flock, and not the flock for the shepherd. And the disgraceful condition to which country parishes are occasionally reduced under the existing law is a far greater evil than any hardship which the prevention of it in future might inflict on individual clergymen. These, moreover, ought not to be allowed to mortgage the property of the Church for the gratification of private self-indulgence; and to destroy her usefulness in a parish for perhaps a whole generation, that they may for a few years give good dinners, and go out hunting twice a week. Even less reprehensible modes of spending money become highly culpable when measured by the consequences they produce. Even flower shows, school fêtes, Gothic architecture, irreproachable decorations, all good things in their way, at once become bad things when purchased at the cost we have described. And to place some check upon the facility of running in debt for these objects, which most clergymen enjoy, is so desirable an end that we must allow it to be quite worth the price. It is hard, no doubt, that a prudent man should be refused credit for necessities because extravagant men will avail themselves of it for luxuries. But it is not the only position in the world in which the innocent suffer for the guilty. And sufferers may console themselves with the reflection that their private inconvenience is to an unusual extent a public benefit. We should add that one of the clauses in the Bill enables the bishop to make provision for the incumbent and his family out of the sum allotted to him for ecclesiastical purposes, in those cases where the former is non-resident, and does not take the duty himself. But this is never to exceed one-third of the sum assigned.—*Pall Mall Gazette.*

BANKRUPTCY LAW.

NOTES OF NEW DECISIONS.

BANKRUPTCY—EQUITABLE MORTGAGE—FIXED MACHINERY—RIGHTS OF ASSIGNEES IN BANKRUPTCY AS AGAINST THE MORTGAGEES.—R. and H., who were ironmasters, deposited, by way of equitable mortgage, with their bankers, the lease of their ironworks. Upon the premises were rolling mills, used for rolling iron. These were fixtures, and were admitted to have been included in the mortgage. There were a number of different sets or trains of iron rolls belonging to the mills. The trains were of different sizes according to the size of iron intended to be rolled. Of some of the trains there were duplicates. There were also some rolls which had been made for the mills, but which required further fitting before they could be put into the machine and used. Upon the bankruptcy of R. and H.: Held (reversing the Deputy Commissioner), that all the rolls which had been actually fitted to the machine passed under the mortgage to the mortgagees, as belonging to the machine as part and parcel of it, and forming essential parts of it, but that those rolls which had never been fitted to the machine, and which required something more to be done to them before they were fitted to the machine, did not pass under the mortgage, but went to the assignees in bankruptcy. The proper law to lay down as applicable to this case, was that that which belonged to the machine as part of it was included in the mortgage. On the premises of the bankrupts were also some weighing machines, which were sunk in holes dug in the floor of the factory. The sides of the holes were faced with brickwork, and the machines rested on a flooring of brickwork at the bottom of the holes, but they were not in any way attached to the brickwork: Held (affirming the Deputy Commissioner), that these weighing machines passed to the assignees in bankruptcy. There were also on the bankrupts' premises some long and heavy

iron plates called "straightening plates," used for straightening bars of iron when taken out of the furnace. These plates were bedded in the floor of the factory so as to be level with it, and they rested on a platform of brickwork: Held (reversing the Deputy Commissioner), that these plates were included in the mortgage, and did not pass to the assignees in bankruptcy: (*Ex parte Astbury*; and *ex parte Lloyd's Banking Company*; *Re Richards and Hill*, 20 L. T. Rep. N. S. 997. Chan.)

PLEA OF COMPOSITION-DEED UNDER SECT. 192 OF BANKRUPTCY ACT 1861—CREDITORS WITH SURETIES—EFFECT OF ABSENCE OF RESERVATION OF RIGHTS AGAINST SURETIES.—To an action by the indorsee against the acceptor of a bill of exchange, the defendant pleaded a deed of composition under the 192nd section of the Bankruptcy Act 1861, which contained no reservation of rights against sureties. The plaintiff having replied that the bill was accepted for value and indorsed to him for value, and that if he had assented to the deed he would have discharged the drawers, the defendant rejoined that before the registration of the deed the drawers consented to the plaintiff executing and becoming bound by the deed. The allegation contained in the rejoinder was found by the jury to be proved, and the verdict was entered for the defendant. On motion to enter judgment for the plaintiff *non obstante veredicto*: Held, that the plaintiff being shown by the replication to be a creditor with sureties, the deed would be vitiated by the absence of a reservation of rights against sureties were it not that the rejoinder obviated this objection by showing that at the time of registration of the deed the drawer's consent had been given. The omission in a deed of composition of a clause reserving the rights of creditors against sureties does not invalidate the deed unless it is shown by averment that there are creditors with sureties: (*Poole v. Willats*, 20 L. T. Rep. N. S. 1006. Q. B.)

RIGHT OF SURETY TO OPPOSE—LARGE INTEREST CHARGED ON DISCOUNTING BILLS.—Where 25 per cent. is charged upon bills, the court will not deal with the case as that of ordinary trade creditors. Where a surety is joined with the insolvent and others to a third party, for money advanced to that third party, and nothing has been paid, such surety is not a creditor, and will not be allowed to oppose: (*Re Thomas Byrne*, 20 L. T. Rep. N. S. 1019. Ir. Bank.)

NEWCASTLE BANKRUPTCY COURT.

Tuesday, Aug. 10.

(Before Mr. Commissioner ABRAHAM.)

Re J. S. CREIGHTON.

Protection—How granted.

Ritson appeared on behalf of the assignees.

Robinson supported bankrupt.

His HONOUR, in giving judgment in this matter, reviewed bankrupt's trading transactions as exposed in the examinations to which he had been subjected. Bankrupt had attributed his failure to dullness of trade, illness, and want of capital, the amount with which he commenced business having been 150*l.* In Nov. 1863, he opened a second place of business, though it now seemed that in October of that year, if his affairs had been investigated, a deficiency of 500*l.* would have been disclosed. In March last, Arthur and Co., warehousemen, of Glasgow, his largest creditors, to whom he owed 600*l.*, sent two accountants to inquire into his position, who, upon taking stock, advised him to make an assignment; and, on his refusal, urged him to allow some one to receive the takings, and superintend the business, he being himself disabled by illness from giving it his personal superintendence. That he also refused to do, the consequence being that he persisted in carrying on the trade for another month, without any account being kept of the takings during the interval since the creditors' accountant took stock. It appears that some person was left in charge to manage, or rather mismanage, the business, but the goods were either sold at a nominal price, or given away, of which the bankrupt, however, professed ignorance; and the person in charge was fined by the magistrates for creating a disturbance by throwing hats out of the window. His Honour, however, was of opinion, that the charges which had been preferred against bankrupt under several sections of the misdemeanour clause (221st) of the Act could not be substantiated, but he was quite satisfied that bankrupt had been guilty of offences under the 159th clause of the statute. He had been guilty of unjustifiable extravagance, and of an entire omission to keep any books of account. It was difficult to resist

LAW LIBRARY.

An Historical Sketch of the French Bar, from its Origin to the Present Day. By ARCHIBALD YOUNG, Advocate. Edinburgh: Edmonston and Douglas.

(Continued from page 332.)

In 1344 the Parliament of Paris provided for the creation of a novitiate for advocates, and in the resolution describes three classes, consulting advocates, pleaders, and listeners. What were the precise functions of these last we are unable to say; but each had its own robes, like the sergeants and barristers of our own Bar.

Of these the first were the highest in professional rank, being of at least ten years standing. They wore a robe of black silk, covered with a scarlet mantle lined with ermine. The pleaders wore a violet gown, the listeners a white one. An ordinance of King John in 1363 ordained that advocates should sign their papers, "that the knowledge and skill of the advocates of our court may appear more clearly, and that they may be more strongly stimulated to write, in a brief, able, and substantial manner." It is further provided that they shall not be heard more than twice in the same cause, and that they shall not repeat in their replies or duplies what they have already said, unless it be absolutely necessary. Thus, even at this early period, the right of reply, and even of duply, was considered as one of the greatest privileges of the Bar; and the right of defence seems to have been as well provided for in the stormy days of King John, when France was exhausted and crippled by the English wars, as it is now, when she is in a position to dictate to Europe under the Imperial despotism of Napoleon III. The advocates in Paris were held in great honour by the Court of Parliament. "They are," says Pasquier, "honoured with the furred hat, which is the true mark of the magistrates of the Palace, and they also give to the more ancient among them a seat on the *fleurs-de-lis* with the King's Counsel." Advocates of high standing were often consulted by the judges upon difficult questions. In the old style of Parliament they are termed *conseillers au parlement*, and in the sixteenth century they still preserved the costume belonging to that office; for, in 1514, on the occasion of the entry of Mary, sister of the King of England, into Paris, when the Parliament resolved to go to meet her in scarlet robes and furred hats, the president sent to summon the advocates "to join themselves to the court, well mounted, and clothed in robes of scarlet and furred hats."

Further regulations of the French Bar were made by Charles VII.:

In one, dated 1446, we find it enjoined upon advocates to be as brief as possible in their pleadings and writings, on pain of an arbitrary fine; and in another, dated 1453, they are recommended to be moderate in their fees, both for pleadings and writings, which seems to show that the old regulations restricting them to thirty livres turnois had fallen into disuse. Shortness of pleadings is also enjoined; and, from the repetition of this injunction in almost all the ordinances, it may fairly be inferred that the long-windedness of the Bar had been found a serious obstacle to the efficient administration of justice.

Charles VIII. in 1490, forbade the admission to the Profession of advocates of any person who had not studied in a recognised university for five years, and there proved properly qualified. The buying of any judicial office is forbidden under severe penalties. In the reign of Francis I. the appointment of a public prosecutor with his subordinates deprived the Bar of a considerable part of its emoluments, and the public of its best protection, for, not content with this, prisoners were expressly forbidden to employ counsel.

An ordinance of Henry III. enjoined the Bar to inscribe with their own hands, beneath their signature, the amount of fees they had received. Previously they had made no acknowledgment of their fees, and they refused obedience to the order, which, however, appears perfectly objectionable, and was, in fact, nothing more than that signature of the brief, for the purpose of taxing costs, which is the practice of the English Bar. So far, however, did the French Bar carry their hostility to this ordinance that they marched in a body, two and two, being 407 in number, to lay down the functions of their office, declaring that "they voluntarily abandoned the profession of advocates rather than obey a law injurious to their honour." When the Parliament met there were no advocates. They had "struck," and Paris was in a commotion. But the Bar carried their point, and the obnoxious ordinance was rescinded. The strike lasted from 21st May to the 20th July.

A similar occasion is reported of the Scotch Bar in 1674.

It is noticed that, in the sixteenth century, judicial pleadings were too often disfigured by "a strange marquetrie of French and foreign words, more curious than correct." But was it not so with our own, and was not imperfection of the language the cause? However that may be, English pleadings were never, like the French, "overloaded with long quotations from a variety of authors, sacred and profane, which were intended to display the learning of the advocate."

In this century the Bar came to be formally registered and organised, with a recognized head called the *batonnier*, and thus was the organisation of the Bar conducted, and so it has continued with trifling alterations:

From a pretty early period in its history the Bar of Paris was accustomed to arrange itself by benches, in order that its members might meet and confer more easily. These benches were placed in the great hall of the Palais de Justice or in the adjacent galleries. In 1711, the advocates, formerly divided into eleven benches, were arranged in twelve. The first was composed almost entirely of seniors, and a few seniors were placed at the head of each of the others, after whom came the younger members, according to the date of their admission into the order. This organisation, however, was found to be very imperfect, and in 1780 the fifth bench contained 101 advocates, the seventh nine, and the eighth 7; while the tenth had 95, and the twelfth 10. In 1781, a reform took place, and the order was divided into ten columns, each containing from fifty to sixty advocates. Each column elected two deputies, whose functions lasted for two years, and who might be re-elected. These deputies from the different columns, along with the former presidents of the Bar, constituted the council of the order, elected its presidents, watched over its roll, and maintained its discipline. The advocates were further divided into three classes—listeners (*avocats ecoutants*), pleaders (*avocats plaidants*), and consulting advocates (*avocats consultants*). According to the ancient practice, the young licentiate from the University was presented to the court by one of the seniors of the Bar, and the president administered to him the oath to observe the laws, which he took standing upright, in his gown, with uncovered head, and right hand uplifted; in short, the ceremony of the oath seems to have been very similar to that at present observed at the Scotch Bar. A minute of the taking of the oath was then drawn up and signed by the senior, or, as he was termed in the olden times, the godfather of the young jurist. After taking the oath, the advocate might assume the gown, but he had not yet the right of pleading. He entered upon a period of probation, called *le stage*, which, by a decree of May 1751, was extended to four years. Upon the lapse of this period, his name was inscribed in the roll of advocates upon the report of one of the chiefs of his bench or column. The pleaders (*avocats plaidants*) were highly respected, and had the right not only of appearing in the Courts of Parliament, but also in all the inferior judicatories. The mutual exchange of papers was considered one of the courtesies of the Profession, and, before pleading, the advocates were in the habit of making extracts from their briefs, containing the facts of the case, and communicating them to the opposite counsel. Pleading and consultation for the poor was one of the established rules of the ancient Bar, and every week nine advocates met in order to hold gratuitous consultations on the causes of the poor. The advocates, as at present, spoke with their heads covered, except when they pleaded before the King's Counsel. The consulting advocates—*avocats consultarii*, as they are termed in the old ordinances—held the highest rank at the Bar. They gave their advice to the pleaders, they regulated the affairs of families, and were intrusted with many matters of the highest moment. They had a bench set apart for them in Parliament, and were entitled to a seat on the *fleur-de-lis*. The head or president of the French Bar was, and still is termed a *batonnier*. This title dates back to the middle of the fourteenth century; but for a long time after that period it was an office of little importance. The name is derived from an ancient usage, according to which the staff (*baton*) of the banner of St. Nicolas, the patron of the confraternity of advocates, was carried at the head of the order in processions and ceremonies. He who carried it was termed *batonnier*. So late as 1602 however, the dean (*doyen*) held the first place at French Bar, the *batonnier* only the second. The latter is mentioned for the first time as the head of the order in 1687; and it is only since July 1868 that he has had a legal title to be considered the head of the Bar. Formerly the senior member of the order, by date of inscription on the roll, used to be elected *batonnier*. But as the great age of the advocate thus chosen often unfitted him for efficiently discharging the duties of an office

the conclusion that such misconduct was wilful, and that his intention was to conceal the true state of his affairs. His Honour thought he should not be doing more than justice to the creditors, or expressing too strongly that disapprobation of the bankrupt's conduct, which had been so properly invited, more especially considering the narrow escape he had had of being brought within the operation of a still more penal clause of the statute than that under which he was acting, if he were wholly to refuse an order of discharge; but he certainly preferred, and probably the creditors would be satisfied with, the adoption of a more lenient alternative. He should, therefore, grant the bankrupt's discharge, but consider it his duty to suspend its operation for a period of twelve months.

Robinson applied for protection for bankrupt. His HONOUR asked if that were opposed. Ritson.—Certainly, my instructions are to oppose everything to the utmost.

His HONOUR thought the practice which he ought to follow was that of the London courts. There where a bankrupt's discharge was suspended for twelve months he was allowed protection for six months, with liberty to apply for a renewal at the end of that period.

After some little discussion, his Honour gave bankrupt protection for three months, at the expiration of which time he could apply for a renewal of it, but on giving due notice to the opposing creditors.

CORRESPONDENCE OF THE PROFESSION.

[NOTE.—This department of the LAW TIMES being open to free discussion on all professional topics, the Editor is not responsible for any opinions or statements contained in it.]

COUNTY COURTS.—In answer to the queries propounded by your correspondent, "A Practitioner in the County Courts," I would reply to his first question, No, decidedly not, the terms of the Act and rules of court not having been, in the first instance, complied with. Secondly, No. The judge's power in such cases ends at the rising of his court, *vide* rules 130 and 132; but either party may have the registrar's taxation reviewed by the judge: (*vide* 19 & 20 Vict. c. 108, ss. 34 and 35.)

A COUNTY COURT CLERK OF TWENTY YEARS' STANDING.

NOTES AND QUERIES ON POINTS OF PRACTICE.

Queries.

81. CRIMINAL LAW.—A. B. employs C. D. to collect certain rents. Before C. D. has rendered any account, A. B. receives from the chief clerk in bankruptcy a notice that C. D. has executed an assignment for the benefit of his creditors, and that A. B. is included as a creditor. A. B. can only conclude that C. D. has received the rents, and appropriated the money to his own use. Is A. B. in a position to commence criminal proceedings against C. D.? JOHN W. WILLIAMS.

82. SALE BY SHERIFF.—Will any reader inform me what is the fixed charge allowed to auctioneers by the sheriff for sale of furniture and effects in a house? G. C. M.

Answers.

(Q. 76.) MORTGAGE.—Where the operative words of a deed are contradictory to the covenants and powers, the former shall take the precedence. Lord St. Leonards, in his treatise on Powers, says, "A seisin must be raised commensurate with the estates authorised to be created under the power." In the case in question there B. having no seisin is unable to grant any freehold estate, much less a fee simple: (*Vide* Sugden's Treatise on Powers, 5th edit., p. 140.)

S. Z. E.

— It seems to me that this case is very nearly allied to that put in the LAW TIMES of 21st Aug. by "A. W. Deacon" (Q. 70), and will admit of the same remark as to repugnant clauses. I do not think that B. could alienate for a greater estate than that given to him by the operative part of the mortgage, viz., 500 years. Probably a court, in construing such a deed, would regard the power to sell and convey in fee simple as a mistake, and contrary to the intention of the mortgagor.

W. P.

(Q. 77.) LANDLORD AND TENANT.—Notwithstanding the illegality of the notice, the fact of A. having accepted the rent and the key would be a bar to his recovering from B. for use and occupation after such an act.

W. P.

(Q. 78.) ARTICLED CLERK.—In my opinion an articulated clerk who has entered into such a contract is only bound to perform it in a reasonable manner. At all events, if a clerk were unreasonably compelled to "act as a shorthand writer," to the exclusion of his other necessary studies, the principal would not be carrying out his covenant (which I believe is generally inserted in articles) "to teach and instruct by the best ways and means he may or can, and to the utmost of his ability," his clerk, "in the practice or profession of an attorney at law and a solicitor in Chancery."

W. P.

requiring watchfulness and tact in no ordinary degree, the order determined to give up this principle of election. The *bâtonnier* is chosen for one year only; but since 1830 it has been usual, at the close of his first term of office, to re-elect him for a second year. The *bâtonnier* has the privilege of making his business appointments at his own residence, even with those who are his seniors at the Bar. The title of dean (*doyen*) belongs to the senior member of the Bar inscribed on the roll; but it confers no other privilege than that arising from seniority. The *bâtonnier*, the former *bâtonniers*, and the deputies from the columns form a council, which meets in the Advocates' Library, and whose chief object is the preservation of the discipline of the order. The *bâtonnier* himself adjudicates upon trifling complaints against members of the Bar; but if the matter is of consequence, he reports it to the council. If the suspension of a member, or the erasure of his name from the roll, is to be deliberated on, the *bâtonnier*, after examining into the matter, reports to the Crown counsel, and their decision is registered. In the most important and serious cases, the court is petitioned to give judgment in terms of the requisitions of the *bâtonnier*, and the conclusions of the Crown counsel. At the expiration of his term of office, the *bâtonnier* makes up the roll of advocates, with the assistance of the former *bâtonnier* and the deputies, and deposits it in the register before the 9th of May.

PROMOTIONS & APPOINTMENTS

The Right Honourable Sir William Bovill, Knight, Lord Chief Justice of Her Majesty's Court of Common Pleas at Westminster, has appointed John George Thompson, of Stockton-on-Tees, in the county of Durham, gentleman, to be one of the Perpetual Commissioners for taking the acknowledgments of deeds to be executed by married women, under the Act passed for the Abolition of Fines and Recoveries, and for the Substitution of more Simple Modes of Assurance.

LEGAL NEWS.

A SINGULAR WILL CASE.—The Royal Court of Jersey have given judgment in a curious will case, which involved the question, never before brought under the notice of the court, whether the sentence of a French criminal court could be made operative in the island of Jersey in a civil suit. The particulars of the case, which excited considerable interest, were as follows:—On the 18th May 1847, Jean Pierre Maigné (under the name of Jean Maigné), was, by a sentence of the Criminal Assizes of Ille et Vilaine, held at the Palais de Justice at Rennes, condemned to penal servitude for life (*travaux forcés à perpétuité*), Maigné, who was tried during his absence, managed to escape to Jersey, where, with his wife, he lived till his death in Oct. 1862. According to the French penal code this condemnation carries with it civil death, and the 25th article of the code defines the effect of this to be that the condemned person loses all the property he possesses, which falls to his heirs in the same manner as though he had died a natural death, and had left no will. He is also incapacitated from making a will, or receiving property bequeathed to him under a will, and his marriage is dissolved so far as all civil rights are concerned, leaving his wife and heirs to the free exercise of all the rights which his natural death would give them. Maigné and his wife, after their arrival in Jersey, possessed some money, which was placed in the name of the wife in the Post Office Savings Bank, and part in the Commercial Bank, the husband, however, drawing upon the amounts. The wife died in May 1860, and at the time of the death of the husband in Oct. 1860, there was in the savings bank the sum of 201. 9s. 3d., and in the Commercial Bank 108l. 6s. 8d. By his will Maigné bequeathed this money to be divided among the French poor residing in Jersey, and appointed the Rev. J. F. Volckeryck, Roman Catholic priest at St. Helier's, Jersey, trustee for the same. An injunction was served upon the banks not to pay over the moneys, and the will was attacked by Michel Pierre Bertel, principal heir of Maigné's wife, *née* Julienne Jeanne Bertel, on the ground that the said will was invalid, and further, that it had been made at the suggestion of the defendant, who had used his influence under his office of confessor. No evidence of this point was, however, tendered, and the Attorney-General, who opposed for the trustee, contended that the French law was not applicable to Jersey, and that inasmuch as the deceased had resided there for several years, and that the will had been duly registered according to the laws of the island, the court was bound to consider the case and decide thereon agreeably to Jersey law and custom, losing sight altogether of the French

law and its bearing on the case. The case was heard two months ago, and judgment has been given in favour of the defendant, the court considering that the deceased, having resided so long in Jersey, had become amenable to its laws, and further, that the civil death which followed as a consequence of the French sentence, though it might be operative in France, could not extend to Jersey, especially when the wife of the deceased did not take the benefit of the French sentence, but continued to live with her husband till her death. An appeal against the judgment was put in.

THE GAZETTES.

Professional Partnerships Dissolved.

Gazette, Aug. 20.

MOORE, WILLIAM, and MOORE, ANTHONY J., attorneys and solicitors, Sunderland. June 9

Bankrupts.

Gazette, Aug. 27.

To surrender at the Bankrupts' Court, Basinghall-street.

BEARD, HENRY, general dealer, Cricklewold. Pet. Aug. 10. Reg. Roche. O. A. Parkyns. Sur. Sept. 10.
BELLONCE, ALEXANDER, baker, Market-street, Kilburn. Pet. Aug. 23. Reg. Roche. O. A. Parkyns. Sol. Godfrey, Hattogarden. Sur. Sept. 8.
BIRD, JOHN, corn merchant, Norwich. Pet. Aug. 16. Reg. Roche. O. A. Parkyns. Sur. Sept. 10.
CARTWRIGHT, JOSEPH, dealer in musical instruments, Cannon-st.-rd.-east. Pet. Aug. 19. Reg. Roche. O. A. Parkyns. Sur. Sept. 10.
CARTWRIGHT, JOSEPH, not in business, Stock Orchard-crsnt, Galesdonian-rd. Pet. Aug. 19. Reg. Roche. O. A. Parkyns. Sur. Sept. 10.
CHEALE, HEZEKIAH, commission agent, Stenning. Pet. Aug. 24. Reg. Murray. O. A. Parkyns. Sol. Cooke, Gresham-bldgs, Basinghall-st. Sur. Sept. 8.
COHEN, PHILIP, tailor, Little All-st., Whitechapel. Pet. Aug. 21. Reg. Roche. O. A. Parkyns. Sol. Dobie, Gresham-st. Sur. Sept. 8.
COOK, HENRY, builder, Willenden. Pet. Aug. 19. Reg. Roche. O. A. Parkyns. Sur. Sept. 10.
COURT, THOMAS WILLIAM, beer retailer, Woolwich. Pet. Aug. 23. Reg. Murray. O. A. Parkyns. Sol. Wood, Basinghall-st. Sur. Sept. 8.
DOWDING, AUGUSTUS ANDREW, clerk in the Victoria-docks, Plaistow. Pet. Aug. 24. Reg. Roche. O. A. Parkyns. Sol. Pope, Great James-st, Bedford-rd. Sur. Sept. 9.
EASTON, JOHN, supernumerary inspector at the dockyard, Alma-ville, New-cross. Pet. Aug. 23. Reg. Murray. O. A. Parkyns. Sol. Coleman, Greenwich. Sur. Sept. 8.
EMERY, THOMAS JAMES, farmer's assistant, Whitton. Pet. Aug. 25. Reg. Roche. O. A. Parkyns. Sols. De Gex and Harding, Raymond-bldgs, Gray's-inn. Sur. Sept. 7.
FALCK, CHARLES, refrigerator maker, Fairfoot-rov. Pet. Aug. 19. Reg. Roche. O. A. Parkyns. Sur. Sept. 10.
FARQUHARSON, GEORGE, baker, Stainsby-rd, Poplar. Pet. Aug. 28. Reg. Roche. O. A. Parkyns. Sur. Sept. 15.
FEAST, ROBERT, oilman, Albert-ter, Southwark. Pet. Aug. 19. Reg. Roche. O. A. Parkyns. Sur. Sept. 10.
EVANS, WILLIAM, tailor, Croydon. Pet. Aug. 23. Reg. Roche. O. A. Parkyns. Sol. Parry, Croydon. Sur. Sept. 8.
HARDING, GEORGE, carpenter, Weymouth-mews, Regent's-park. Pet. Aug. 25. O. A. Paget. Sol. Edmunds, St. Bride's-avenue, Fleet-st. Sur. Sept. 9.
HARRIS, ABRAHAM, commission agent, late Water-lane, Great Tower-st. Pet. Aug. 19. Reg. Roche. O. A. Parkyns. Sur. Sept. 15.
HILBERT, FREDERICK BRITT, cheesemonger, Parkside - st Battersea. Pet. Aug. 19. Reg. Roche. O. A. Parkyns. Sur. Sept. 15.
JENKINS, JOHN, furniture dealer, Beresford-st, Walworth-rd. Pet. Aug. 20. Reg. Roche. O. A. Parkyns. Sur. Sept. 15.
JOHNSON, WILLIAM, plumber, painter, and glazier, Merton. Pet. Aug. 24. Reg. Roche. O. A. Parkyns. Sol. Godden, Fenchurch-st. Sur. Sept. 8.
LOCKE, HENRY, out of business, Ravenston-st, Kennington. Pet. Aug. 24. Reg. Roche. O. A. Parkyns. Sol. Heap, New-inn, Strand. Sur. Sept. 8.
MAGDALINSKI, JOHANN CHRISTIAN FRIEDRICH, boot and shoe maker, Mill-yd, Whitechapel. Pet. Aug. 25. Reg. Murray. O. A. Parkyns. Sol. Fisher, Manor-rd, Walworth. Sur. Sept. 9.
MASTERS, THOMAS, victualler, East Peckham, near Tonbridge. Pet. Aug. 23. Reg. Roche. O. A. Parkyns. Sol. Burt, Guildhall-chmbs, Basinghall-st. Sur. Sept. 8.
MORGAN, WILLIAM, out of business, Aldred-rd, Kennilworth. Pet. Aug. 25. Reg. Roche. O. A. Parkyns. Sol. Hicks, Coleman-st. Sur. Sept. 9.
MYERS, ABRAHAM, hat manufacturer, High-st, Whitechapel. Pet. Aug. 25. Reg. Pepps. O. A. Graham. Sol. Debon, Mile-end-rd. Sur. Sept. 9.
NEVILLE, JOHN GABRIEL, formerly Truro-st, Camden-town. Pet. Aug. 25. Reg. Roche. O. A. Parkyns. Sols. Laundry and Kent, Cecil-st, Strand. Sur. Sept. 9.
ORAM, JOHN WHITE, ship broker, late of Lime-st-chmbs. Pet. Aug. 19. Reg. Roche. O. A. Parkyns. Sur. Sept. 15.
PAIN, ROBERT, coal merchant, Clarendon-rd, Notting-hill. Pet. Aug. 19. Reg. Roche. O. A. Parkyns. Sur. Sept. 15.
PAYNE, LYDIA, widow, PAYNE, JOSEPH, and PAYNE, JAMES, butchers, Luton. Pet. Aug. 23. Reg. Powell. O. A. Parkyns. Sol. Waterfield, Gresham-bldgs, Basinghall-st, agent for Nerve, Luton. Sur. Sept. 8.
PROCTOR, LUCY, widow, general shop keeper, New Bond-st. Pet. Aug. 24. Reg. Roche. O. A. Parkyns. Sol. Walker, Upper Fitzroy-st, Fitzroy-sq. Sur. Sept. 8.
PRIDBICK, THOMAS, late general shop keeper, Georges-ter, Rotherhithe. Pet. Aug. 23. Reg. Murray. O. A. Parkyns. Sol. Cooke, Gresham-bldgs, Guildhall. Sur. Sept. 8.
RANSON, WILLIAM, bricklayer, Croydon. Pet. Aug. 20. Reg. Roche. O. A. Parkyns. Sur. Sept. 15.
SEXTON, JAMES, out of business, Miles-st, Wandsworth-rd. Pet. Aug. 24. Reg. Roche. O. A. Parkyns. Sol. Marshall, Lincoln's-inn-fields. Sur. Sept. 9.
SLY, RICHARD, harness furniture manufacturer, Nelson-st, City-rd. Pet. Aug. 24. Reg. Roche. O. A. Parkyns. Sol. Marshall, Lincoln's-inn-fields. Sur. Sept. 9.
SMITH, WILLIAM, journalist, Salisbury-st, Strand. Pet. Aug. 24. Reg. Roche. O. A. Parkyns. Sol. Levy, Surrey-st, Strand. Sur. Sept. 9.
TERRILL, HENRY, carpenter, Ashford. Pet. Aug. 19. Reg. Roche. O. A. Parkyns. Sur. Sept. 15.
TYSON, GEORGE, commission agent, York-rd, Lambeth. Pet. Aug. 19. Reg. Roche. O. A. Parkyns. Sur. Sept. 15.
WARRBUR, CHARLES, doctor of medicine, Hadley-st, Kentish-town. Pet. Aug. 19. Reg. Roche. O. A. Parkyns. Sur. Sept. 15.
WESTON, WILLIAM JOHN, no occupation, Millicent-cottage, Dalston. Pet. Aug. 19. Reg. Roche. O. A. Parkyns. Sur. Sept. 15.
WHITFIELD, JAMES, tailor, Hertford - st, King'sland. Pet. Aug. 19. Reg. Roche. O. A. Parkyns. Sur. Sept. 15.
WILLIAMS, WILLIAM EDWARD, manager to a company. Pet. Aug. 21. O. A. Paget. Sols. Lloyd and Lane, Gresham-bldgs, Basinghall-st. Sur. Sept. 8.
WINCH, JAMES, late pawnbroker, Oxford. Pet. Aug. 23. Reg. Murray. O. A. Parkyns. Sol. Cooke, Gresham-bldgs, Basinghall-st. Sur. Sept. 8.
WRIGHT, ALEXANDER MALCOLM, mercantile clerk, West Abbey-rd, St. John's-wood. Pet. Aug. 23. Reg. Murray. O. A. Parkyns. Sols. Holmes and Holmes, Finsbury-pl-south. Sur. Sept. 8.
To surrender in the Country.
AITKIN, WILLIAM JAMES, paper maker, Shotley-bridge. Pet. Aug. 24. Reg. & O. A. Booth. Sol. Salkeld, Durham. Sur. Sept. 13.
ANDREWS, THOMAS, cattle dealer, Buckley. Pet. Aug. 21. Reg. & O. A. Nicoll. Sols. Griffiths and Bull, Chipping Campden. Sur. Sept. 11.

ASHTON, ANN, widow, grocer, Tattenhall. Pet. Aug. 19. Reg. & O. A. Porter. Sol. Churton, Chester. Sur. Sept. 6.
BALLAN, PETER, jun, fruiterer, Durham. Pet. Aug. 21. Reg. & O. A. Greenwell. Sol. Marshall, jun, Durham. Sur. Sept. 7.
BALLS, CHARLES, painter, Gorleston. Pet. Aug. 21. Reg. & O. A. Chamberlin. Sol. Wiltshire, Great Yarmouth. Sur. Sept. 10.
BARNETT, BENJAMIN, linsey weaver, Kirkland. Pet. Aug. 21. Reg. & O. A. Wilson. Sol. Thompson, Kendal. Sur. Sept. 6.
BIRCH, JOHN, dressor, Leeds. Pet. Aug. 15. Reg. & O. A. Marshall. Sol. Harle, Leeds. Sur. Sept. 23.
BISHOP, HENRY THOMAS, commission agent, Birmingham. Pet. Aug. 23. Reg. Hill. O. A. Kinnear. Sol. Parry, Birmingham. Sur. Sept. 10.
BOND, RICHARD, builder, Prant. Pet. Aug. 24. Reg. & O. A. Alayne. Sol. Cripps, Tonbridge Wells. Sur. Sept. 13.
BRITTEN, HENRY, general merchant, Maestee, near Bridgend. Pet. Aug. 18. Reg. Wilde. O. A. Acraman. Sols. Jones, Cheap-side, and Bristol, Bristol. Sur. Sept. 8.
BROOKS, JOHN SWINDLEY, photographer, Rochester. Pet. Aug. 24. Reg. & O. A. Acworth. Sol. Hayward, Rochester. Sur. Sept. 7.
BROWNE, WILLIAM, wine merchant, Newcastle-under-Lyme, and Leek. Pet. Aug. 12. Reg. Hill. O. A. Kinnear. Sols. James and Griffin, Birmingham. Sur. Sept. 10.
BURNAN, JOHN, carter, Leeds. Pet. Aug. 10. Reg. & O. A. Marshall. Sol. Harle, Leeds. Sur. Sept. 23.
CHADWICK, JOSEPH, out of employment, Armley, near Leeds. Pet. Aug. 23. Reg. & O. A. Marshall. Sol. Pullan, Leeds. Sur. Sept. 23.
CLARK, GEORGE, butcher, Campton. Pet. Aug. 24. Reg. & O. A. Hooper. Sol. Barker, Biggleswade. Sur. Sept. 15.
CUTTERELL, HENRY JOSEPH EMH, saddler and harness maker, Bristol. Pet. July 31. Reg. & O. A. Harley and Gibbs. Sur. Oct. 8.
COYLE, WILLIAM, late lodging-house keeper, Bristol. Pet. Aug. 17. Reg. & O. A. Harley and Gibbs. Sur. Oct. 8.
SPRING, GEORGE, bootmaker, East Denton. Pet. Aug. 24. Reg. & O. A. Clayton. Sol. Clavering, Newcastle. Sur. Sept. 11.
DIBBLE, JOHN, bootmaker, Barnstaple. Pet. Aug. 20. Sol. Ben-craft, Barnstaple. Sur. Sept. 6.
DONNELLY, THOMAS JOSEPH, grocer, East Lulworth. Pet. Aug. 24. O. A. Carrick. Sols. Lacey, Wareham, and Messrs. Daw, Exeter. Sur. Sept. 9.
EMERY, STEPHEN, beerhouse keeper, Pendleton. Pet. July 9. Reg. & O. A. Hulton. Sur. Sept. 11.
EMERSON, THOMAS, out of employment, Sheffield. Pet. Aug. 24. Reg. & O. A. Wake and Rodgers. Sol. Mellor, Sheffield. Sur. Sept. 22.
FIDLER, JOHN, wedge maker, Chesterfield. Pet. Aug. 24. Reg. & O. A. Wake and Waller. Sols. Messrs. Bluney, Sheffield. Sur. Sept. 21.
FURBER, ALFRED, whitesmith, Sittingbourne. Pet. Aug. 25. Reg. & O. A. Hills. Sol. Willis, Sittingbourne. Sur. Sept. 8.
GAIN, JOHN THOMAS commercial traveller, Leeds. Pet. Aug. 14. Reg. & O. A. Marshall. Sol. Walker, Leeds. Sur. Sept. 23.
GLAAN, JOHN, builder, near Liverpool. Pet. Aug. 18. O. A. Turner. Sur. Sept. 7.
HUNT, HENRY, photographer, Sheerness. Pet. Aug. 20. Reg. & O. A. Waites. Sol. Willis, Sheerness. Sur. Sept. 7.
INERSON, JOHN, and BAYTER, RICHARD VARNUM, worsted spinning, Leicester. Pet. Aug. 25. Reg. Tudor. O. A. Harris. Sols. Miles and Co., Leicester, and Messrs. Hodgson, Birmingham. Sur. Sept. 14.
JOHNSON, ALFRED, shoe manufacturer's foreman, Leicester. Pet. Aug. 23. Reg. & O. A. Ingram. Sol. Harvey, Leicester. Sur. Sept. 35.
JONES, HENRY THOMAS, builder, Bristol. Pet. Aug. 18. Reg. & O. A. Harley and Gibbs. Sur. Oct. 8.
JONES, JOSEPH, tailor, Redcar. Pet. Aug. 23. Reg. & O. A. Crosby Sol. Clemmet, jun, Stockton. Sur. Sept. 8.
JONES, THOMAS WILLIAM, cotton dealer, Liverpool. Pet. Aug. 18. O. A. Turner. Sur. Sept. 6.
JONES, WILLIAM, journeyman printer, Nantwich. Pet. Aug. 26. Reg. & O. A. Broughton. Sol. Cooke, Crewe. Sur. Sept. 9.
LEES, JAMES, and LEES, WILLIAM, common brewers, Denton. Pet. Aug. 23. Reg. & O. A. McNeill. O. A. McNeill. Sol. Stringer, Manchester. Sur. Sept. 15.
LEES, WILLIAM ROBERT, cotton waste dealer, Oldham. Pet. Aug. 24. Reg. & O. A. Tweedale. Sol. Ellithorne, Manchester. Sur. Sept. 15.
LIDGARD, NICHOLSON, fish dealer, Hulme. Pet. Aug. 23. Reg. Fardell. O. A. McNeill. Sol. Law, Manchester. Sur. Sept. 6.
LILLYMAN, HENRY, grocer, Sheffield. Pet. Aug. 25. Reg. & O. A. Wake and Rodgers. Sol. Micklethwaite, Sheffield. Sur. Sept. 22.
MARTIN, JOHN, bookseller, Farnworth, near Bolton. Pet. Aug. 14. Reg. & O. A. Holden. Sol. Ramwell, Bolton. Sur. Sept. 8.
MILN, THOMAS, spring maker, Bury. Pet. Aug. 23. Reg. & O. A. Grundy. Sol. Anderton, Bury. Sur. Sept. 8.
MOORE, JOSEPH, and MOORE, THOMAS, scythe manufacturers, Norton. Pet. Aug. 24. O. A. Young. Sol. Fernall, Sheffield. Sur. Sept. 15.
NAYLOR, GEORGE ROBINSON, and NAYLOR, EMMA, his wife, out of business, Boston Spa. Pet. Aug. 19. Reg. & O. A. Bickers. Sol. Harle, Leeds. Sur. Sept. 20.
NIXON, WILLIAM, draper, Leeds. Pet. Aug. 20. Reg. & O. A. Marshall. Sol. Walker, Leeds. Sur. Sept. 23.
OWEN, JOHN, smallware merchant, Nott'n, near Manchester. Pet. Aug. 14. Reg. & O. A. Kay. Sol. Ellithorne, Manchester. Sur. Sept. 9.
PARSONS, LEVI, beerhouse keeper, Tipton. Pet. Aug. 23. Reg. & O. A. Fisher. Sol. Thomson, Kendal. Sur. Sept. 13.
PEAKE, SAMUEL, out of business, Liverpool. Pet. Aug. 21. O. A. Turner. Sol. Dixon, Liverpool. Sur. Sept. 8.
ROWLAND, EDWARD, rope manufacturer, Standbridge. Pet. Aug. 21. Reg. & O. A. Porter. Sol. Cartwright, Chester. Sur. Sept. 3.
SCANTLEBURY, HENRY, master mariner, Polruan. Pet. Aug. 25. Reg. & O. A. Childs. Sol. Sobey, Fowey. Sur. Sept. 11.
SHAW, JAMES BROOKS, operative brewer, Gorton, near Manchester. Pet. Aug. 23. Reg. & O. A. Kay. Sol. Chew, Manchester. Sur. Oct. 6.
SNOW, JOSEPH, butcher, Stratford-upon-Avon. Pet. Aug. 23. Reg. Hill. O. A. Kinnear. Sol. Warden, Stratford-upon-Avon. Sur. Sept. 10.
SUMPTER, WILLIAM, confectioner, Westbromwich. Pet. Aug. 25. Reg. & O. A. Watson. Sol. Jackson, Westbromwich. Sur. Sept. 6.
SWALE, SYDNEY, tailor, Hull. Pet. July 23. Reg. & O. A. Phillips. Sur. Oct. 5.
TAYLOR, SAMUEL, coal merchant, Mansfield. Pet. Aug. 10. Reg. Tudor. O. A. Harris. Sols. Simpson, Taylor, and Simpson, Derby. Sur. Sept. 17.
THOMAS, MATTHEW, maker up and packer, Manchester. Pet. Aug. 25. Reg. Fardell. O. A. McNeill. Sol. Reddish, Manchester. Sur. Sept. 13.
TOMLINSON, JAMES, moulder, Leeds. Pet. Aug. 10. Reg. & O. A. Marshall. Sol. Harle, Leeds. Sur. Sept. 23.
TUNNICLIFFE, WILLIAM, engine fireman, Newhall. Pet. Aug. 23. Reg. & O. A. Hubbersty. Sol. Wilson, Burton-upon-Trent. Sur. Sept. 10.
WALKER, JOHN HENRY, out of business, Leeds. Pet. Aug. 24. O. A. Young. Sol. Hardwick, Leeds. Sur. Sept. 13.
WATTS, THOMAS, butcher, Barking. Pet. Aug. 23. Reg. & O. A. Crowder. Sol. Crispin, Oxford. Sur. Sept. 7.
WILLIAMS, GEORGE, sailmaker, Newport. Pet. Aug. 17. Reg. Wilde. O. A. Acraman. Sur. Sept. 8.
WRIGHT, JOSEPH, leather dresser, Buslingthorpe, Leeds. Pet. Aug. 10. Reg. & O. A. Marshall. Sol. Harle, Leeds. Sur. Sept. 23.
WRIGHT, MARY, widow, grocer, St. Helen's. Pet. Aug. 23. O. A. Turner. Sols. Evans and Lockett, Liverpool; agents for Barrow, St. Helen's. Sur. Sept. 9.

Gazette, Aug. 31.

To surrender at the Bankrupts' Court, Basinghall-st.
BAINBRIDGE WILLIAM HENRY, patent wheel manufacturer (trading as Russell and Co.), Escher-st, Westminster. Pet. Aug. 19. O. A. Paget. Sur. Sept. 15.
BESLEE, THOMAS, victualler, Fritterden, near Staplehurst. Pet. Aug. 23. Reg. Roche. O. A. Parkyns. Sur. Sept. 15.
BOTTING, ALBERT, laborer, Fetter Lane, Fetter Lane. Pet. Aug. 27. Reg. Roche. O. A. Parkyns. Sols. Messrs. Gresham, Basinghall-st. Sur. Sept. 14.

WAUGH.—On the 24th ult., aged 24, George Waugh, barrister,¹ New-square, Lincoln's-inn, and elder son of George Waugh, Queensborough-terrace and Regent-street.

unnatural and inconsistent with facts, and diametrically opposed to the decision in *Nepean v. Knight*.

The very recent case of *Reg. v. Lumley*, 20 L. T. Rep. N. S. 454, deals with this vexed question in a highly satisfactory manner, and is, we think, conclusive on the subject. The question was whether on the trial of a wife for bigamy, evidence that the first husband was alive in 1843, four years before the date of the second marriage, but that he had not since been heard of, justified the Judge's direction to the jury that the first husband must be presumed to have been living at the date of the second marriage.

The court held that it did not, and as the reasoning of the judgment seems to apply to civil as well as criminal cases, we venture to make the following quotation from it:—"In an indictment for bigamy it is incumbent on the prosecution to prove to the satisfaction of the jury that the husband or wife (as the case may be) was alive at the date of the second marriage. That is purely a question of fact. The existence of the party at an antecedent period may or may not afford a reasonable inference that he was living at a subsequent date. If, for example, it were proved that he was in good health on the day preceding the second marriage, the inference would be strong—almost irresistible—that he was living on the latter day; and the jury would in all probability find that he was so. If, on the other hand, it were proved that he was then in a dying condition, and nothing further was proved, they would probably decline to draw that inference. Now the question is entirely for the jury. The law makes no presumption either way."

GENERAL AVERAGE.

THE NEW LAW AND PRACTICE IN RESPECT OF JETTISON.

WE proceed to lay before our readers for their information the following brief exposition of the peculiar state of the law and practice existing at the present moment in regard to jettison.

If any of the goods forming part of a ship's cargo be thrown overboard for the general safety of ship, freight, and cargo, the amount insured upon these jettisoned goods is now held to be recoverable from the underwriters on an ordinary policy of marine insurance.

The amount insured on the freight of the jettisoned goods is likewise recoverable from the underwriters on freight.

The same rule applies in a different manner to the loss of a ship's masts or sails cut away, or anchors slipped from for the general safety. The entire cost of replacing them is recoverable from the insurers of the ship.

The underwriters, having in the first instance paid the entire loss (instead of paying only the proportion of it, according to the old-established principles of general average), are then entitled to recoup themselves as they best can, the proportions of the loss falling upon the owners of the other property rescued from total loss by the voluntary loss of the property jettisoned, cut away, or slipped from.

According to the opinion of various eminent lawyers, the effect of this new rule of law is to constitute such general average loss a total loss of part, which is now determined in law to be a particular average.

Adopting this view of the law as it at present stands, if the policy of insurance assumes all risks, the total general average loss may be recovered from the insurers. But if the policy is "warranted free from particular average," the entire general average loss cannot be recovered from the insurers; it is supposed, however, that in such a case they would be liable for the proportion of the general average loss attaching to the property insured.

Under a policy on goods warranted free from particular average, we repeat, it is now generally understood that the underwriters are not liable for the amount insured on goods jettisoned, but their liability for the proportion of the net market value, and freight of them has, at all events, never yet been disputed.

It further results from all this, that where a policy is warranted free from particular average under 3 per cent., and damage or partial loss accidentally sustained by sea perils does not amount of itself to 3 per cent., whether in the case of an insurance on ship, freight, or goods, the general average loss may be and is now in practice added to the particular average pro-

perly so called, to make the claim recoverable if the general average, and particular average losses together amount to 3 per cent.

The leading American case, with which the judgment in *Dickinson v. Jardine* is mistakenly thought to be in conformity, determined that the total general average claim for jettison was recoverable on a policy of insurance on goods "warranted free from particular average."

The present rule of English law, as already noticed, is generally understood to be that the total amount insured on jettisoned goods is chargeable against the underwriters only if the policy takes the risk of particular average.

If goods are insured "free from particular average," and half of them be necessarily sold in a sea-damaged condition at a port of refuge, to prevent their utter loss, there is no recourse against the underwriters if the other half of the goods should arrive in safety at the port of destination; but if the safe arrival of the ship with the residue of the cargo be obtained by the jettison of the remaining half of the goods insured, the underwriters are now liable for a total loss of all the goods insured, although the total loss of ship, freight and cargo, with the exception of what was previously lost by the sale of the sea damaged goods, has been avoided by means of the jettison.

When jettison of goods takes place near the loading port, and the ship puts back to that port, and the amount of the jettison is specifically ascertained, the underwriters may be called on to pay a total loss of the amount insured on the goods thrown overboard.

If the goods are fully insured and valued in the policy at a certain amount, including expected profit and freight advanced, at the port of shipment, but the profit and freight are not specified in the policy as being included in the insured value, the underwriters may be required to pay a total loss of the invoice cost, profits, and prepaid freight of the jettisoned goods.

The merchant may then ship other goods instead of them, and ultimately, on the arrival of the ship and cargo at the port of destination, realise a second time the profit and prepaid freight by the sale of these other goods.

The right of the merchant in such a case to ship other goods is always, in practice, admitted, and its equity is obvious.

The merchant has, of course, the choice of claiming from his underwriters the amount insured, or from the contributors the market value of the goods thrown overboard, just as it may be for his pecuniary benefit to avoid a loss of market when the prices have fallen, or to reap for himself the profit on a gaining market.

If the captain of the ship at a foreign port of destination collects the jettison as general average, the assured in this country is now entitled, in case the market was a losing one, to claim the amount insured and let the underwriters take the benefit of the contributions.

LAND LAW REFORM.

It is plain now from the comments of the Irish press that the most extravagant demands are preferred by the leaders of the movement for "eliminating landlords and capitalists from the social organization," and that their followers confidently anticipate the speedy realisation of the dream. The *Weekly News* makes no secret of the purposes of its party. "It is idle any longer to talk of compensation for improvements," it says, "equally illusive would be a bill for granting fixity of tenure at impartially regulated rents." "Our efforts must not end with the overthrow of landlord power," it says in another place; "but they may well commence with it. Let it be this year for a land question, the next for repeal." The nation demands "fixity of tenure at impartially regulated rents." "Up for the land" it adds; "three millions of Irish Christian ryots must enjoy at least the protection and security extended to the dusky Asiatic worshippers of Vishnu. There must be an end for ever to the blasphemous feudal theory of absolute irresponsible individual dominion over the land."

It is of course useless to propose improvements to those whose aim is not reform but revolution; who contemplate confiscation and not regulation. But it is important clearly to understand what the extreme demands are, because not a few speakers and writers on this side of the Channel are advocating revolutionary measures in Ireland on the plausible fallacy that there

are special circumstances that would justify a confiscation of the rights of property there, although the principle might be indefensible here. But in very truth there is no such difference; the principles that are assailed in Ireland are of universal application. They lie at the foundation of civilised society. It is certain that if confiscation be adopted in Ireland, its adoption will soon come to be advocated in England, and with the same result. Whatever is done with the land laws in the sister country next year will be done at home within ten years. The taste of plunder sharpens the appetite for more. Confiscation on one side of the Channel will assuredly be followed by confiscation on the other. Moreover, who doubts that a great majority of those who cry out for fixity of tenure in Ireland are moved mainly by the hope that the example there will be followed here.

But revolutionary demands are no sufficient reason for refusing reasonable reforms; on the contrary, the surest way to defeat the designs of anarchists is to make the defensive position tenable by strengthening its weakest points. Our land laws are very far from perfect; they are capable of considerable improvement, though the practical evils resulting from their defects are grossly over estimated. Let us take each in turn.

Foremost in pretence, though least in the actual esteem of the League, is the law of primogeniture, or, in a less obnoxious phrase, the law that prescribes the devolution of a freehold to the eldest son, or next heir, if the owner dies intestate. A Bill was read a second time in the House of Commons last session to remove this anomaly, and to require that a freehold shall, in such case, pass, like a leasehold and all personal estate, under the Statute of Distributions. The arguments on both sides were weighty. The burden of proof was upon those who supported the exception. Their strongest point was the inconvenience of a division of small properties, which are not only the most numerous, but the very cases in which the owners would most frequently omit to make a will. Take, for instance, the common case of one house being the sole property of the intestate. It cannot be divided bodily. It must be sold and pass away from the family. The answer, however, to this pathetic appeal is twofold; first, if the owner is really desirous to keep it in the family, he can readily do so by making a will; secondly, a considerable portion of the existing houses are of leasehold tenure and pass under the Statute of Distributions, and no serious inconvenience is found to result in practice.

In fact, the answer to every objection to the assimilation of the law for the devolution of real and personal property is that the owner may deal with it as he pleases. Knowing how the law will dispose of it for him if he fails to make a will, it may be fairly presumed that by leaving the law to take its course he intends that destination of it. Nor is there any injustice in this. The heir-at-law has no moral right to the inheritance of the whole estate. And there is in it a practical absurdity; for, if part of the estate chances to be leasehold, that part will be divided among the next of kin, while the freehold will go *en bloc* to the heir-at-law. The case is frequent, of two adjoining houses passing, the one because it is freehold, to the eldest son, the other, because it is leasehold for 999 years, is divided among the family.

The hope of the promoters of the Bill that it will break up large landed estates and pull down the landed interest is as vain as are the fears of its opponents. It will have no perceptible effect, for the great landowners who desire to keep up their families will only be more careful to make a will. The lawyers will profit somewhat by the increased number of wills they will be called upon to make, and this is all.

The law of primogeniture may, therefore, be abandoned without fear or reluctance, and it is the first of the Land Law Reforms that presents itself for practical solution. It would be well if the landowners would themselves take the initiative and introduce their own measure to the House of Lords immediately on the commencement of the next session.

THE IRISH LAND QUESTION.

A CORRESPONDENT of a contemporary has suggested an ingenious scheme for the settlement of this question, assuming that the claims preferred by the tenants for compensation for

unexhausted improvements are genuine, and not, as may be reasonably suspected, merely plausible pretences under which to make an attack upon ownership, with a view to the transfer of the land itself from the Saxon to the Celt. But all reasonable and practical plans for determining the dispute, so far as it concerns the relationship of landlord and tenant, are worthy of consideration, and therefore we present this one, which has, at least, the advantage of novelty:

Sir.—The popular notion here and in Ireland is that there is but one, and only one, method by which the land question can be permanently and safely settled, and that is, to pass a law that practically would transfer the land from the owner to the tenant; and this notion has received no little countenance from members of Parliament and Irish "national" journalists. There is, I beg to submit, a simpler and safer mode of settling the Irish land question, and it has the merit of avoiding the obstructions that seem to block the way towards anything like a satisfactory solution of the difficulty: it wrongs no class; on the contrary, it alike guards and secures the interests and rights of both landlord and tenant. Further, I have propounded it to proprietors and tenants, during the last few months, in various parts of Ireland, and they declared that such a mode of settlement would be equally satisfactory. It is this; as legislation is certain to take place on the subject, let it be enacted that on a tenant taking a farm a valuation be made of its worth per acre, and that valuation to be registered by a public officer, with the signatures of the landlord and tenant attached, declarative of their agreement as to its fairness. That when the tenant leaves the farm, either on his own or the landlord's notice, the valuation be retaken, and if the farm has been increased in value by the tenant, either by his labour or outlay, or both, that the landlord pay him the difference between the first and second valuation; but if the second valuation shows that the land has deteriorated in value, owing to the mode in which it has been worked, or neglected by the tenant, that the difference between the two valuations be paid by the tenant to the landlord. This would both be "tenant-right" and "landlord-right." The tenant, secure in being repaid for his outlay, would improve his holding; while the landlord would be preserved from the common folly in Ireland of letting the land to the highest bidder, and would only let it to a tenant whose character and means would afford him security in the event of his land sustaining injury. The plan adopted, no tenant would care for a lease, but would prefer to be free to carry his capital and his experience to any favourable market that might open for their employment; and the landlord would be careful not to trouble a tenant whose improvement of his farm was the best possible security for the regular payment of the rent. The working out of the details associated with such a measure would not be difficult. Its adoption would harmonise seemingly conflicting interests, would give prosperity to the country, and cut the ground from under the feet of the demagogues.—I am, Sir, your obedient servant,
A TRAVELLER.

THE POLICE.

At the late Middlesex Sessions a man was indicted for a violent assault on a policeman. The defence was that the policeman was tipsy and trod on the toes of the defendant, who was drunk, and thence the struggle and the injury. Witnesses were called on both sides who directly contradicted each other as to the facts. The Deputy-Assistant Judge told the jury there was perjury on one side or the other, and they must determine which they would believe, the policeman or the defendant's witnesses; if the story of the former was true, the assault was clearly proved; but if the latter were telling the truth, there could have been no assault at all, inasmuch as, according to them, the policeman was not within fifteen yards of the prisoner when he fell. The jury acquitted the prisoner, and the audience applauded.

This and other cases tried during those sessions, exhibited a remarkable and somewhat alarming state of the public mind in relation to the protectors of the public peace and property. The "roughs" are naturally pleased at the opportunity for paying off the old grudge they have against their official enemies, and they do not scruple to avail themselves of it. There is no limit to their defiance of the constable and their contempt for the law. Knowing that the public prejudice is running against their foes, they count, not altogether wrongly, on the absence of interference, if not on positive sympathy. A sensible letter in the *Times*, from a chief con-

stable, indicates the course which, under such circumstances, it would be prudent for the police to pursue, and we commend it to all who have the control of the police everywhere:

Sir,—I shall feel glad if you will allow me a few words on police management, *apropos* of the case of the three bank clerks which has earned considerable notoriety. As you are aware, the Town Police Clauses Act, and other Acts of a local application, invest the police of towns with the power of arresting any person "found committing" any offence. This is, no doubt, necessary to some extent, but very great care should be taken by the heads of police that this power is not abused. During my service (extending over a dozen years) I have found a rather dangerous tendency among the police, and especially among the "young hands," to exercise to the utmost this summary mode of dealing with offenders. Having found that in practice so much depends upon having the confidence of the public, I issued an order some time ago directing the force of which I am the head not to arrest any person for a petty offence where the name and address of the person are known, or can be obtained, and where the disturbance or offence ceases, and is not likely to be renewed. Such cases are proceeded against by complaint and summons. The result has been most satisfactory. Fewer petty assaults upon the police have been committed, and there is a praiseworthy disposition among the public to assist a policeman when occasion requires it. Englishmen, excluding the criminal classes, of course, are a law-abiding people, and it is extremely important that public confidence in the police should not be disturbed. Where a person commits, in a moment of irritation, perhaps, some petty offence, to proceed by summons would answer every purpose. No man would run the risk of disobeying a summons, when at the most, perhaps, a fine of a few shillings would follow conviction. On the other hand, the police should, as far as possible, respect the feelings of a man who, at the worst, commits an offence involving no moral obliquity. If this course had been adopted with the three clerks, the disturbance (if disturbance there was) in the Haymarket would not have lasted five minutes longer, and the case would probably never have been heard of outside the walls of the Marlborough-street Police-court.—Yours obediently,
A BOROUGH CHIEF CONSTABLE.
Aug. 4.

THE NEW LAWS OF THE SESSION.

XXII.—COURTS OF JUSTICE SALARIES AND FUNDS.

(32 & 33 Vict. c. 91.)

THE object of the Act is to transfer the fee fund in Chancery and Bankruptcy, and the charges thereon, to the Consolidated Fund.

All the funds now standing in the name of the Accountant-General are to be transferred to the Bank of England, on order of the Lord Chancellor. The suitors are to be indemnified out of the Consolidated Fund.

If at any future time the cash balance to the account of the Accountant-General should fall below 300,000*l.*, a sufficient sum shall be transferred to that account to raise it to 500,000*l.*

When the amount exceeds 500,000*l.*, the excess is to be paid over to the Consolidated Fund.

The costs and other income of the Court of Chancery are to be paid in like manner.

Similar provisions are made for the Bankruptcy Court fund.

The salaries of Judges, now charged in the Suits' Fund, are henceforth to be paid out of the Consolidated Fund. Compensations, pensions, salaries, &c., charged on the said fund, are to be placed on the annual votes.

The Treasury may, with the concurrence of the Lord Chancellor, by order, at any time, increase or diminish the number of officers of the court. And any appointments made after the passing of the Act are to be subject to any future regulations, or to the abolition or modification of the office.

The Court of Bankruptcy and the Court for Relief of Insolvent Debtors in Carey-street are, with their sites, to continue vested in the Commissioners of Works, and appropriated as the Treasury, with the concurrence of the Lord Chancellor, may from time to time direct. The like provision is made for the district courts.

The Lord Chancellor, with the consent of the Lords Justices, Master of the Rolls, and Vice-Chancellors, or any three of them, and with the concurrence of the Treasury, may by order increase, reduce, or abolish and make new fees to be taken in proceedings in the Court of Chancery. The Judge of the Admiralty Court may do the

like there, and the Lord Chancellor in the Court of Bankruptcy.

Fees are to be taken by stamps, either impressed or adhesive, and their use is to be regulated by Treasury orders. Documents not properly stamped are to be invalid.

The receipts from stamps are to be paid to the Consolidated Fund.

Annual accounts of the expenditure of the courts are to be published by the Treasury, which are to show the surplus or deficit, with a comparison for two years. They are to be laid annually before Parliament.

The Lord Chancellor may from time to time make orders for carrying the Act into effect, and the Treasury may make regulations.

A list of repealed Acts and parts of Acts is contained in the schedule.

It comes into operation on Oct. 1st, and is to be cited as "The Courts of Justice Salaries and Funds Act 1869."

THE EFFECT OF NATURALISATION IN FRANCE.

MR. DAVENPORT HILL, Q.C., has addressed an interesting paper to the Social Science Association on the question whether allegiance by birth is affected in England by naturalisation in France, founded upon a correspondence which passed in 1848 between Lord BROUGHAM and M. CREMIEUX, the Republican Minister of Justice, when the former applied for letters of naturalisation. The subject has been brought forward by reason of the recently published libel of Lord CAMPBELL on the memory of Lord BROUGHAM.

Mr. HILL tells us that a perusal of the correspondence will show that M. CREMIEUX believed, or affected to believe, that the law of France was so hostile to a double allegiance that it would not allow a foreigner to be naturalised unless he renounced allegiance to his native country; although he appears to have thought that such express renunciation was not absolutely necessary, as being in fact implied by asking for and accepting a French act of naturalisation.

In addition to this correspondence Mr. HILL sets out a letter received from a French Judge, and then deals with Lord CAMPBELL and the English law.

"The glaring fallacy, not to say the absurdity of the doctrine," he says, "makes us carefully scan the terms which Lord CAMPBELL uses respecting it, that we may distinguish between his representation of the ridicule which it had been the means of casting upon Lord BROUGHAM, and his own private opinion as to the just foundation of such ridicule. That the acceptance by an Englishman of naturalisation in France or elsewhere in time of peace, should be held an offence against the law of England by so profound and accomplished a lawyer as Lord CAMPBELL most undoubtedly was, is a proposition I cannot bring myself to adopt. Double allegiance is a *status* perfectly well known to our law; and indeed sometimes forced upon a British subject by statute; as where the son, or even grandson, of an Englishman is born abroad, he still continues a British subject, as well as a citizen of the country in which his birth takes place. The case of *Murray v. Wilson*, 1 B. & P. 443, may be cited to show that our law sometimes clothes an Englishman born in England, who has by his own act obtained naturalisation abroad, with privileges pertaining by treaty to foreigners, even while it denies them to our own fellow subjects bearing no other character. In that case two Englishmen naturalized in the United States dispatched an American vessel bound thence to British India at a time when no English vessel could double the Cape of Good Hope or Cape Horn without a licence from the East India Company, which this vessel did not possess. The Court of King's Bench, in a judgment pronounced by Lord KENYON, decided the voyage to lawful, and the judgment was confirmed by the Exchequer Chamber on writ of error. Thus it was solemnly determined to be conformable to law for a British subject to obtain from a foreign state a privilege exempting him from a restriction binding on all his fellow-countryman who had been satisfied to remain Englishmen and nothing more."

"But suppose Lord BROUGHAM had complied with the suggestion of the French Minister, and as far as in him lay had renounced his country, what then? Doubtless the reputation of any

Englishman would most grievously suffer who should attempt utterly to divest himself of his English nationality. But Lord BROUGHAM, a lawyer, and as a lawyer knowing that he could not by any act of his own shake off his allegiance of birth, would by accepting the invitation of his insidious correspondent have covered himself with infamy.

"If, then, it be clear, as it undoubtedly is, that the mere acceptance of a French Act of Naturalisation would be harmless in England, would the proposed renunciation have given it force? My own firm belief is that it would have had no such effect. That a British subject acting upon his new allegiance may, under certain circumstances, find himself so placed that he cannot, so far as regards that particular position, avail himself of his English rights, is not to be disputed. Yet, under any circumstances, the requirement of M. CREMIEUX was as futile as it was indecent, except so far as it placed Lord BROUGHAM in a position in which as a man of honour he could proceed no further. Whether or not the latter knew that the minister's dilemma was unjustified by both the law and practice of the French Chancery is more than I can say. But it was not for him to follow the example of M. CREMIEUX, and charge the French Minister of Justice with ignorance of the law of France; or vainly attempt to force a *décret* of naturalisation (which he could not demand as of right) from a Government not disposed to grant it."

Mr. HILL concludes by saying that, entertaining a confident hope that the association will see fit to adopt the view laid before them, he is persuaded they will take means to vindicate such part of the legal reputation of Lord BROUGHAM as stands impeached by the combined efforts of M. CREMIEUX and Lord CAMPBELL.

In reply, the Standing Committee on Jurisprudence, adopted the following report: "The sub-committee appointed to consider Mr. Commissioner HILL's pamphlet on the remarks of Lord CAMPBELL on Lord BROUGHAM, report that they have considered the pamphlet and recommend,—That the thanks of the Association be conveyed to Mr. Commissioner HILL for his very able and valuable communication respecting Lord BROUGHAM's legal position in applying for the privileges of French citizenship, and the aspersions cast upon him with reference to that application contained in Lord CAMPBELL's Life of Lord Brougham. But the committee are of opinion that Lord CAMPBELL's judgment of Lord BROUGHAM's conduct on this or any other occasion has not met with such credence as to call for a vindication of Lord BROUGHAM's memory at the hands of the Association."

And they add the following resolution:—"That the committee is of opinion that to take any steps in refutation of the remarks made by Lord CAMPBELL would be to give them an importance and a weight which is at once greater than that which the public has attached to them and greater than they themselves deserve."

A PUBLIC PROSECUTOR.

THIS question will be formally mooted in the next Parliament. There is much to be said on both sides. It is not nearly so easy of solution as those who write and talk about it so glibly appear to suppose. Experience is not altogether in its favour, and arguments of great weight are to be produced against it. The system is by no means popular in France, where it is alleged to work too well for the interests of the powers that be. Undoubtedly it may be made the instrument of a tyrannical Government, and although, so long as our present institutions endure, there is little danger to individual liberty from official power, it must be remembered that we hold that liberty by a very frail tenure. Democracy is rapidly advancing, and where Democracy is, individual liberty perishes. The public prosecutor of a democratic despotism would be a terrible engine. Forethought would counsel caution in doing anything under present circumstances that would increase the power of the Government, which a very small further advance in the direction to which it is marching, will convert into the most intolerable and intolerant of all tyrannies—the tyranny of numbers over intelligence and property.

But as the question will certainly be discussed, it will be as well for the lawyers to be prepared to take part in it, and for this purpose it is needful to know upon what system prosecutions

are conducted in other countries. We are indebted to correspondents of the *Pall-Mall Gazette* for valuable information upon the systems in Scotland and in America, which will be equally useful for reading and for reference. This is the scheme for

PUBLIC PROSECUTION IN SCOTLAND.

Sir,—I may supplement the account given in your columns by "An American" of the system of criminal jurisdiction in the United States, by an outline of the corresponding system in force nearer home. In Scotland the arrangements for investigating and prosecuting crimes are very similar to those of America, but they are adapted to a centralised instead of a federal form of institution. The chief criminal court is called the High Court of Justiciary, consisting of the same judges as the Supreme Civil Court. It sits in Edinburgh generally once a week, and the members go on circuit, of which there are three, twice a year. In each county the sheriff performs the duties both of County Court judge and of stipendiary magistrate. The magistrates of towns and the justices of the peace of counties have cognizance only of trifling offences. The chief prosecutor is the Lord Advocate, who, for this and multifarious other duties, political and civil, receives a salary of about 2500*l.*, while the Solicitor-General, his lieutenant, is paid about half that amount. Subordinate to these are four advocate-deputies, one attached to the High Court, and one to each circuit, who are selected by the Lord Advocate from the junior bar, each paid 400*l.* a year, with hopes of promotion to a sheriffship, which does not exclude them from practice or from higher advancement. An Edinburgh solicitor is appointed to hold the office of "Crown agent." In each county a local attorney is appointed also by the Crown, who has the name of "procurator fiscal" (civil lawyers will easily recognise the derivation), or popularly the "fiscal." Boroughs and the justices of the peace have also their own fiscals.

When information reaches the fiscal, whether from the police, private persons, or rumour, of a crime having been committed, he proceeds, if necessary, to the spot, makes a preliminary investigation, and then applies to a magistrate for a warrant to apprehend the suspected criminal. Assuming the offence to be of some gravity, the accused is taken before the sheriff, sitting in private, and examined, not severely as in France, but generally and fairly, and with warning that his answers may be used against him. His deposition is taken down in writing, authenticated by the sheriff, and is called his "declaration." Other witnesses are examined in the same way by the fiscal before the sheriff, always in private, and their evidence at this stage is called their "pre-cognition." That this investigation should be in private is the main blot upon the system, for though alleged to favour the detection of crime, it really impedes that object by excluding the evidence which might be volunteered if the character of the facts were publicly known. Besides, it places an undoubtedly dangerous power in the hands of the authorities, who may at pleasure detain anyone upon small evidence, or may make the investigation a sham if they are inclined to favour the accused. But privacy is obviously no essential part of the system, and this objectionable feature might be easily removed in Scotland, as it certainly would not be admitted in England. On the conclusion of the examination, during which the accused may be committed as often as necessary for further evidence, the sheriff decides whether he shall be committed for trial or set at liberty. If committed, the whole recognitions are at once transmitted to the Crown agent in Edinburgh, by whom they are submitted to the advocate-depute of the circuit for his consideration. Indeed, at any stage of the investigation the local fiscal may apply to this officer for instructions or guidance. If the case presents any elements of difficulty, the advocate-depute takes it to consultation with the Lord Advocate or Solicitor-General. He then determines whether the evidence is sufficient to require the accused to be put on trial, and if he thinks it does not he orders him to be discharged. If the evidence, however, appears to be sufficient, the advocate-depute considers whether the case should be tried before the sheriff or at the assizes, and directs accordingly. If before the sheriff, the prosecution is generally conducted by the local fiscal, aided sometimes by an Edinburgh barrister, who holds the subordinate appointment of "depute for the sheriff courts." If the trial is to be at Edinburgh or on circuit, the advocate-depute for the district draws the indictment and conducts the trial. The indictment, with a list of the witnesses and of the jury panel, must be served on the accused, whether in prison or not, at least fifteen days before trial. At the trial every witness is excluded from the court till the moment that his evidence is required. If a prisoner has not retained counsel the court in every case will assign him counsel at the Bar; but there

is a special provision by which those who are too poor may obtain the services of both attorney and counsel gratuitously for the preparation as well as the conduct of the defence. Such are the arrangements under which trials of importance are conducted, and it need only be observed that in the case of small offences the reference to Crown counsel does not take place, but the fiscal prosecutes on his own responsibility. In all cases he is liable in damages for abuse of powers at any stage of the proceedings. If the proper authorities decline to prosecute, any private individual may prosecute, on first obtaining leave of the Lord Advocate, which is given as of course.

It will be seen that this system is very complete, and at the same time very cheap. Though chiefly directed by members of the junior bar (of from two to ten years' standing on an average), who are content with small salaries, it has the advantage of being always under the superintendence of the chief law officers, while it forms an excellent training school in criminal jurisprudence. To apply the machinery to England would not be difficult, for it would only need expansion, and no doubt in the application many improvements of detail might be effected. But the leading principles are simple and involve no constitutional change. They require only the appointment of local attorneys to conduct inquiries, and to act under the direction of competent barristers for each district or circuit. These barristers, placed in communication with and under the control of the Attorney-General, would supply the requisite legal knowledge for guiding an investigation or conducting a trial. The difficulty made by the English attorneys and Bar is that criminal business would thus be concentrated in a few favoured hands. But if it were better done by a few responsible hands than it is by many irresponsible hands, the country, perhaps, not think the objection fatal.—I am, &c.,
A SCOTSMAN.

And this is the system of public prosecutions in America:

As an appendix to your recent able article upon public prosecutors, permit me to briefly describe what may be called the American system of prosecuting criminals.

This system is based upon the axiom that a criminal offends the State even more than he injures his victim. Consequently, the State undertakes to prosecute the criminal, and the injured person becomes simply a witness for the State.

Under the American system there are three distinct codes of laws: the United States code, the State code for each member of the national Confederacy, and the municipal code for each city in the State. These necessitate three distinct classes of public prosecutors: the United States district attorneys, who represent the nation, and are appointed by the President and the Attorney-General; the State district attorneys, who are elected by the people; and the corporation attorneys, also elected by popular vote. Thus, if a person steal a letter from a post-office he is prosecuted by the United States attorney in the district in which the offence is committed, and he is tried before a United States court. If, instead of stealing a letter, he steal a purse, he is prosecuted in a State court by the State district attorney. If, instead of stealing anything, he violate a municipal ordinance by infringing upon the public rights in any thoroughfare, the corporation attorney takes care that he is properly punished before a city magistrate.

This system may at first seem complicated; but in practice it works as easily and as powerfully as an immense machine. The office of public prosecutor has large emoluments, both in salaries and fees, and is generally held by an able lawyer. In very few instances have any outside counsel to be employed by the Government, and, on the whole, the system is economical and satisfactory. Its economy is especially noticeable in restricting the number of cases which actually go to trial, thus saving the time of courts and juries. The public prosecutor, as the representative of the Government, can enter a *nolle pros.* when the case against an offender is weak, or can move that a person be discharged upon his own recognisances, or can dismiss the affair altogether if there be not evidence enough before the grand jury to warrant an indictment. These ample powers are sometimes abused, but not often. The abuses would be even less frequent if all the prosecutors were appointed for life or good behaviour, instead of being elected or appointed for a brief political term.

Now, let us apply this system to the Overend, Gurney, and Co. prosecution, and see how it works. The charge being one of fraud, or conspiracy to defraud, neither the national authorities nor the municipality would have anything to do with it. The State district attorney representing the county of Middlesex would take charge of the matter. First, Dr. Thom would go before a magistrate (not before the mayor) and make his complaint. Then, the magistrate would go through his preliminary examination, as the Lord Mayor has done. Sufficient cause having been shown, the magistrate

would hold the accused on bail; would bind Dr. Thom to appear as a witness before the grand jury, and would turn the case over to the district attorney, who would attend before the grand jury and see that a bill of indictment be found. Finally, the trial would come off in regular course, Dr. Thom appearing as a witness for the prosecution, and being paid his fees the same as any other witness. From the first stage to the last the State would assume all the expense of the prosecution, and the people would pay the costs in taxes.

It is at once evident that, under the American system, no such hitch in the proceedings as that which is to be settled by the Lord Chief Justice could possibly occur.—I have the honour to remain, &c.

AN AMERICAN.

CRIMINAL LUNATICS.

The following thoughtful article on this subject appears in the *Pall Mall Gazette*:

The report recently made by the Commissioners in Lunacy on the Broadmoor Criminal Lunatic Asylum contains some features of unusual interest at the present moment, when the publication of the memoirs of Dr. Conolly has recalled to mind the system of non-mechanical restraint which he advocated, and the success which, as a rule, resulted from the adoption of it. For our criminal lunatics, so called, we have three state establishments, exclusive of hospitals for soldiers and sailors, and these are Fisherton House, a certain number of wards in Bethlehem, and Broadmoor Hospital. The last was opened about five years ago, and contains at present 456 inmates, 373 males and 83 females. In conducting an establishment of this class, one broad distinction to be made with reference to the patients naturally suggests itself. Broadmoor Hospital contains those who have become insane while undergoing penal servitude, and who, therefore, according to the nature of the crime for which they were suffering, and the number of previous convictions recorded against them, may be taken as more or less depraved in character. And again there are others who while insane have, under the influence of the disease, committed crime, usually of violence; and these should undoubtedly be treated with all the indulgence which their unhappy state admits of, since they were irresponsible at the time, and what happened to them might occur to any other lunatic carelessly looked after. As a matter of fact the last are often tractable and kindly-humoured to an extraordinary degree. We have thus to deal with insane convicts and criminal lunatics, but of the numbers of each class respectively the report gives no account. The first have, in some degree, the advantage of hope, of which the others are deprived. If a convict becomes insane, is cured at Broadmoor, and his term of imprisonment has meanwhile expired, he is a free man again; but it is generally supposed that a lunatic who has committed murder is never released, except in rare cases, and that to be imprisoned during Her Majesty's pleasure under these circumstances means imprisonment for the natural life. A very little consideration will show that the difficulties in the management of insane convicts are various and great; on the other hand, Broadmoor is not a private speculation, nor even a philanthropic institution, but a Government establishment, combining prison and hospital in one, and it ought, therefore, to lack neither accommodation nor funds to make it as perfect as it can be of its kind. The commissioners have, nevertheless, felt it their duty to write what we should on the whole consider an unfavourable report, not indeed with regard to the health of the inmates, for, though fever broke out in the early part of 1867, the number of deaths within the last ten months is exceptionally small, but in other respects they find a good deal of fault.

In regard to order and cleanliness it is admitted that the place is all that could be desired, but the attendance at chapel, concerts, amusements, &c., is very meagre, and the commissioners observe with regret that No. 1 and No. 6 blocks are "prison-like in all their arrangements;" the airing courts are narrow and have high walls; six or seven of the inmates take their exercise alone, and were within ten months "secluded," which we presume means locked up, for some portion of the day twelve or fourteen times. They were "isolated in separate cells or cages, receiving their meals through an aperture in the walls;" one had not even a chair or stool in his cage, and this, the commis-

sioners allege, is not, in their opinion, a proper way of treating mental disease. They remark that—

If the withholding of indulgence were more likely than the concession of it to have a beneficial effect, there is nothing in the class of cases in this asylum which should intercept on any ground of personal consideration and sympathy an application of the repressive system to the fullest extent, but in other times there has been sufficient trial of that system on all descriptions of patients, and in every conceivable state of circumstances, and it has uniformly failed as completely as the other has succeeded in a more or less degree. . . . No attempts of the kind, i.e. non-restraint, are now made at Broadmoor.

Apart from the tendency, apparently quite irrepressible, in the commissioners to indulge in fine writing and long sentences, there is something in these remarks which calls for notice; the more so as they add, "The same remonstrance having been made unavailingly at every visit, it is with no expectation of any kind of present result that we repeat it now." Now, what has been said presents a picture sad and melancholy enough, and if it were to be taken as absolutely true we should be disposed to coincide with the commissioners. But on reading the letter from the Council of Supervision of Broadmoor to the Secretary of State, we find that document gives facts and dates which, supposing them of course to be correct, argue something disingenuous in the commissioners' report. "Nothing of this kind is now attempted at Broadmoor," they say. Now what is the real state of the case? Let us look at the history and antecedents of the seven men in question:

S. T. was admitted from Bethlehem in 1864. Had been repeatedly convicted of crime, and at the time of his becoming insane was undergoing ten years' penal servitude. He has since then three times tried to murder the medical attendant, has attacked and injured another officer, and openly expresses his regret that he has not killed Dr. G., and his intention of "caving in" the heads of others.

J. P., tried for murder and acquitted on the ground of insanity. Is stated to have been previously a thief. He has since 1864 made seven attempts to escape, accompanied with violent attacks on his warders. He has attempted and once succeeded in inducing other patients to co-operate with him. He is nevertheless now, and has been for some time in association with others.

F. H. has attempted to escape, attacked a fellow patient, also attacked the superintendent in chapel, and injured him so as nearly to kill him. The other lunatics are unwilling to work with him on account of the terror he inspires. He openly states that he will murder the doctors the first time he has the chance.

J. H., habitual criminal, admitted from Milbank while undergoing five years' penal servitude. His attacks of mania come on without any premonitory symptoms, when he is very destructive and dangerous.

T. C. had murdered a fellow-patient in Lancaster Asylum. Since then he has twice violently attacked other lunatics, and contends that he hears voices commanding him to "kill somebody." He has often attacked his attendants, but since June 1868, he seemed quieter, and is but rarely in seclusion.

W. T., habitual criminal, was undergoing fifteen years' penal servitude, when he became insane. His conduct in various prisons has been uniformly bad; at Woking, Dartmoor, and Portsmouth alike. Was convicted of a revolting crime while on board ship as a convict in Portland Roads. Since his reception at Broadmoor he has been very violent, strikes and bites those whom he attacks, and has induced some of the other lunatics to combine with him.

No. 7, who had neither chair nor table in his room, has injured two other lunatics and an attendant, uses disgusting language, and has twice escaped. During 1868 the list of breakages against him is as follows:—Three plates, three mugs, eight jugs, 112 panes of glass, one birdcage, five window sashes, four iron bars, and one door; and he destroyed eighteen sheets, three pillow cases, thirty-one blankets, eight counterpanes, eight pillows, eight mattresses, and one shirt.

Nevertheless, he has been tried within the last eighteen months with every possible indulgence; he has been allowed to have pigeons, a small garden, a concertina, books, pictures, paints, carpenter's tools, but without success; and it simply endangers the lives of others to place him in association. The "cages" alluded to by the commissioners are 29ft. by 7ft. 6in., and 36ft. by 13ft., are lighted by windows and warmed by stoves. Now it seems to us that, so far from "no attempt being made now at Broad-

moor" in the direction of indulgence and non-restraint, that system has been carried out further than humanity demands or prudence suggests. Even the other patients are afraid of associating with these men, and it appears almost fatuous for the commissioners to go on year after year recommending that these lunatic convict should be allowed a few more chances for killing or maiming the warders and medical officers of the hospital. Is there anything so admirable in their previous characters as to make it desirable to offer up sundry innocent well-conducted men to their murderous fury? It is worth noting that in two instances they have induced other patients to co-operate with them. Now those who have had much experience with the insane know that, as a rule, they are almost absolutely deficient in the faculty of combination, and we should be greatly disposed to believe that the insanity, or what might appear like it, may be mostly ingrained ferocity unrestrained by fear of punishment, the insanity being assumed in order to obtain the privileges of a lunatic—i. e. seclusion, as against stripes. Again, insanity is a disease which usually excites great compassion, because it deprives the patient of liberty, of power to work or to do good, and destroys the pleasures of memory and of hope. But we need hardly pity the hardened and habitual criminal who becomes insane more than as if he had any other malady. His liberty he has already forfeited; he never does any honest work except in prison, and in his case the pleasures of memory and hope are simply the recollections of successful vice and crime, and the hope of returning to his ordinary habits as soon as possible. As the council truly observe, "in these cases the element of lunacy is not so much to be considered as the element of vice, low cunning, and the habits of convict life." Being declared lunatics, they are quite aware they will not be punished except by seclusion. Every means of reform has been tried and tried in vain. So far as they are insane it does but remove any restraint which they might have been made to practise, and only serves to expose the full and active depravity of their characters.

The result of all this is, to put it plainly, that we have preserved the lives of some half-dozen men in order to keep them caged up for life like wild beasts. And as they really are for all practical purposes wild beasts there is nothing else to be done. Now, we ask it in all seriousness and calmness, would it not have been more humane towards the unoffending officers who have been the sufferers, would it not have been more humane towards the men themselves, to have hung them at once in the first instance? Is it or is it not a false sentiment of mercy to persist in keeping them alive when we are compelled in self defence to deprive them of everything which makes life valuable or even endurable? Since they can be cured neither of their wickedness nor of their disease, and exist as centres of moral infection, and causes of crime, violence, misery, and danger to all around, would it not be better and wiser to put them out of the way altogether? Of course we shall have all the philanthropists down upon us, and, as the commissioners plaintively remark, "it is with no expectation of any kind of present result" that we make the proposition; but we lay particular stress on it because it bears upon a tendency which, if not checked, may bring about in the next few years a very unhappy state of things indeed. We refer to the present senseless craze which well-meaning people exhibit and weak-minded Home Secretaries encourage for commuting the sentence of capital punishment into imprisonment for life. Men are never sentenced to the gallows in these days except for crimes of exceeding atrocity, and in ten or twenty years we shall have collected in our prisons and criminal hospitals a sifted and assorted residuum of evil in the shape of a number of sullen desperate murderers whom we shall have condemned ourselves to watch over, feed, physic, and maintain in prison until the day when death comes to release them. They will be without hope themselves, and no one will have any hope about them except that they may never be let out again on society. They will be better fed, warmed, and clothed than our paupers, and on account of the hardened and ferocious character of these convicts we shall be obliged to select valuable servants and pay them highly to secure their attendance. The working of the Habitual Criminals Act will operate to keep a larger number of the most irre-

claimable offenders in confinement, so that we shall have to enlarge our prisons, and probably construct new ones. Now we would just put the question to any thoughtful mind, Is this a result we ought to wish for? Of several murderers recently rescued from the gallows, would it not have been much better for society to have been rid of them for ever? and the next time a ruffian is sentenced to be hanged should we not reflect twice before we resolve to endanger the lives of our prison officials, and use the earnings of industrious ratepayers in order to preserve a hardened and worthless criminal in health, strength, and lifelong misery?

At any rate, we should gladly see it enacted that the man who, after being once consigned to the hangman, afterwards assaults a prison official, should forthwith be shot or otherwise put out of the way within the twenty-four hours. We have quite as high a respect for what is called the sacredness of human life as the sentiment deserves, so high, in fact, that we would unhesitatingly execute those who are given to take away the lives of others. By all means abolish the institution of violent death; but, as the Frenchman observed, "Que messieurs les assassins commencent."

JUDICIAL STATISTICS, 1868.

No. 1.

COMMON LAW COURTS.

(Concluded from page 338.)

JUDGMENTS.

The returns furnished by the masters of the three Superior Courts, after stating the number of writs of summons issued and the number of writs of *capias* to hold to bail, and the number of appearances entered, for each quarter of the year, next show the number of judgments, under the different terms, as given in the following summary, including those in the causes tried at Westminster and on circuit, without distinction. It rests with the parties for whom verdicts are given at Nisi Prius to make application for the return of the issues into the courts at Westminster, and in some cases a compromise is made after the verdict, and no further proceedings appear.

The following are the judgments entered up in the offices of the respective courts, as shown in the returns for 1868:—

	Q. B.	C. P.	Ex.	Total.
On judges' orders—				
For default of service...	605	540	768	1,913
On affidavit of service...	6,565	5,114	8,265	19,944
On demurrers—				
For plaintiff	11	7	11	29
For defendant	13	4	5	22
On postea, writ of trial, and writ of inquiry—				
For plaintiff	625	523	683	1,831
For defendant or non-suit	143	117	169	429
By default for plaintiff	1,284	1,233	1,648	4,165
On non pros. for defendant	64	57	13	144
On special cases—				
For plaintiff	7	13	11	31
For defendant	14	5	6	25
On judges' orders to stay proceedings—				
Warrants of attorney, certificates of arbitrators, &c.	765	576	577	1,918
Total judgments	10,096	8,189	12,166	30,451

In the total number for 1868, there is a decrease of 11,253, or 26·9 per cent., as compared with the total for 1867, the total for 1867 having shown a decrease of 612, or 1·4 per cent. as compared with the total for 1866. As compared with the numbers for the three courts respectively in 1867, the decrease in 1868 amounts to 3567, or 26·1 per cent. for the Queen's Bench, to 3131, or 27·6 per cent. for the Common Pleas, and to 4555, or 27·2 per cent. for the Court of Exchequer.

FORMS OF VERDICT.

The returns furnished by the associates show the result of the causes tried in the courts at Westminster, in each description of suit. The returns made by the clerks of assize, and the clerks of the Crown for the counties Palatine, show the results in the causes tried on circuit. The following summary shows the results of the suits both at Westminster and on circuit for each of the courts in 1868, with the total numbers for 1867.

	1868	1867
Verdict for plaintiff	1781	1945
Verdict for plaintiff, subject to special case	89	139
Verdict by consent with reference	156	187
Verdict for defendant	296	404
Jury discharged without a verdict	41	32
Juror withdrawn	96	117
Nonsuit	83	132
Stet processus, venue changed, record withdrawn, &c.	390	504
Total	2932	3460

In the following summary are shown, as abstracted from the returns for 1868, made by the associates and the clerks of assize and clerks of the Crown, the number of cases under each class of amounts for which verdicts were obtained in the Courts of Westminster and upon circuit, with the total number for the preceding year, and the total amounts recovered:

Number of each Class of Amounts.	1867.	1868.
Above £5000	14	11
£5000 and above £3000	15	12
£3000	12	14
£2000	51	40
£1000	91	86
£500	86	86
£300	110	91
£200	204	206
£100	316	286
£50	532	491
£20 and under	388	266
Total amount recovered	£524,127	£527,966

EXECUTIONS.

The masters' returns next show the number of executions under the different forms of writs. The following were the numbers in the three courts in 1868:

Writs of fieri facias	14,386
" capias ad satisfaciendum	7,975
" possession	494
" elegit	121
" exegi facias	120
" capias utlagatum	12

Total executions 23,111

The total number of writs issued in 1868 shows a decrease of 6172, or 20·8 per cent., as compared with the number for 1867, the number for the latter year having been less by 770, or 2·5 per cent., than the number for 1866. The decrease in 1868 as compared with 1867 is—for the Queen's Bench, 1872, or 19·6 per cent.; for the Common Pleas, 1506, or 19·1 per cent.; and for the Court of Exchequer, 2794, or 23·5 per cent.

NEW TRIALS, &c.

The judgments being subject to revision by the courts sitting in Banco, on motions for new trials, or to enter or alter verdict, or for nonsuit, or arrest of judgment, or non obstante verdicto, the returns made by the masters show that there were applications of this nature in the courts, with the following results in 1868:

Refused	139
Rule nisi granted	244
Rule absolute granted on payment of costs	6
" " without costs	82
" " with question of costs reserved	19
Rule discharged	115
Where court divided	5

ISSUE OF THE PROCEEDINGS.

The number of writs of summons issued in 1868, as has been already seen, was 82,876. The number of appearances entered was 28,747. In 54,129 cases, therefore, or 65·3 per cent. of the summonses issued, no step towards a defence was taken. But in 21,857 cases judgment was given on the judge's order for default of service, or on affidavit of service of the writ of summons, and the cases were thus decided for the plaintiff. In the remainder of the 54,129 cases, viz., 32,272, or 38·9 per cent., of the writs of summons issued, it may be presumed that the plaintiff's claim was settled by the defendant within twelve days allowed after the issue of the writ of summons, and no further proceeding took place.

In the preceding year in 70·0 per cent. of the writs of summons issued, no defence was offered; in 45·1 per cent. of the writs of summons issued, no proceedings took place beyond the issue of the writ.

Further, in 1868, in 4165 of the cases in which appearances were entered, judgment was given for the plaintiff by default, the defendant failing to plead within eight days of the filing of the plaintiff's declaration. In 1918 cases judgment was given on judge's order to stay proceedings, on warrants of attorney, certificates of arbitration, &c.; and in 144 cases for the defendant, on non-prosecution by the plaintiff. Judgment was also given in court in 2367 cases, on demurrers, postea, &c., and on special cases, the total number of judgments entered up amounting, as shown in the table, to 30,451.

Of the 28,747 cases in which appearances were entered, 4292, or 14·9 per cent. only, were entered for trial; and of these only 2435, or 56·7 per cent., were brought to trial. In 344, or 1·4 per cent. of the number brought to trial, the trials were undefended.

The number of trials was 2·9 per cent. of the number of writs of summons issued. In the preceding year the proportion was above 2·1 per cent. For the enforcement of the judgments in 1868, 23,111 writs of execution were issued, of which 14,386, or 62·3 per cent., were to levy on the goods; 7975, or 34·5 per cent., were against the person; 494, or 2·1 per cent., for possession after recovery in ejectment; and 1·1 per cent. under the other forms stated in the table.

In the preceding year the proportions were 69·5 per cent. to levy on the goods; 27·8 per cent. against the person; 1·8 per cent. for possession; and 0·9 per cent. under the other forms.

The writs issued in 1868 were in the proportion of 75·9 per cent. to the number of judgments entered up. In the preceding year the proportion was 70·2 per cent. It is to be remembered that in many instances more than one writ of execution is issued in the same case.

COURT OF ERROR.

Returns of the proceedings into the Court of Error, Exchequer Chamber, have been made by the masters of each of the three Superior Courts of Common Law in the same forms as the returns furnished by them for each of the last six years, and show the proceedings from each court to have been as follows for 1868:

Writs of error allowed	—
Memorandums of error lodged	50
Notices of appeal lodged	66

Set down for argument:

Errors	29
Appeals	13
Standing for judgment from 1867	2
Remanets from 1867	7

How disposed of—

Errors:	
Judgments affirmed	15
" reversed	5
Affirmed in part and reversed in part	1
Stet processus entered	—
Venire de novo	2
Struck out	3
Standing for judgment	1
Appeals:	
Judgments affirmed	12
" reversed	2
Venire de novo	—
Struck out	—
Stet processus	—
Total	41

Remanets and standing for judgment 10

A return laid before Parliament pursuant to the Acts 29 & 30 Vict. 101, and 30 & 31 Vict. c. 122, shows the amount of fees, received in stamps, and the payments formerly charged on the fee fund account, for the three Superior Courts of Common Law.

	1867-8.	1868-9.
Fees received	£ 114,316 8 1	£ 94,067 16 2
Payments	98,070 14 2	99,800 16 7
Surplus receipts	16,245 13 11	—
Excess of payments	—	5,703 0 5

Of the payments, 74,848l. 17s. 1d. was for salaries (not including the judges') and pensions, 17,381l. 1s. 7d. for compensations to holders of abolished offices, and 5840l. 15s. 6d. for expenses in 1867-8; against 78,170l. 5s. 10d., 14,783l. 2s. 3d., and 6847l. 8s. 6d. in 1868-9.

(To be continued.)

ELECTION LAW.

THE ELECTION COMMISSIONS.—The course taken by the Bridgwater Commissioners of making, without delay, a preliminary report, is for the purpose of enabling the Attorney-General to institute prosecutions within the twelvemonth after an election prescribed as the limit of time by the Corrupt Practices Prevention Acts. The other commissioners may, it is hoped, follow this good example. The delay which always takes place after a general election before a commission can begin to sit makes it at best but sharp work for an Attorney-General to get a chance of prosecuting on commissioners' designations; and this is the first instance of a report within a twelvemonth. Mr. Justice Blackburn, in his special report on the Stafford case, suggested a considerable extension of the time for prosecutions instituted by the Attorney-General or by the order of the House, so as to render it possible to proceed against parties found guilty by a judge as well as by a commission at antecedent elections. There is at present no possibility under the law of prosecutions for malpractices unearthed by the commissions which occurred before the elections of last November.

ESTATE AND INVESTMENT JOURNAL.

STOCK AND SHARE MARKETS.

THERE was almost a panic a few days ago consequent upon rumours regarding the health of the Emperor of the French, whose death, come when it will, is expected to inaugurate a European convulsion. But more assuring reports have since somewhat subdued the alarm, though all anxiety is not yet vanished.

The following were the fluctuations :

ENGLISH FUNDS.	Fri.	Sat.	Mon.	Tues.	Wed.	Thur.
Bank of England Stock	244	...	...	243	244	...
3½ Cent. Red. Ann. ...	91½	91½	91½	91½	91½	91½
3½ Cent. Cons. Ann. ...	93	92½	92½	93	92½	92½
New 2½ Cent. Ann. ...	...	...	...	...	...	...
Do. 3½ do. Jan. 1894.	...	...	...	...	...	...
New 3½ Cent. Ann. ...	91½	91½	91½	91½	91½	...
5½ Cent. Annuities ...	...	...	...	...	...	...
5½ Cents. ¼ Jan. 1873	...	...	103	104	104	...
Ann. 30 years exp.	...	...	...	...	...	...
April 5, 1885	...	...	...	...	...	...
Do. exp. Jan. 5, 1880	...	...	...	...	...	...
Do. exp. July 1880	...	...	...	...	...	...
Red Sea Tele. Ann. 1908	...	...	...	...	...	...
Consols. for Acc.	93	92½	92½	...	92½	93
India 5½ Cent. for Acc.	...	...	...	...	...	...
Do. 5½ Cents. July 1880	114	114	114½	114½	114½	114½
India Stock, July 1880	...	...	...	...	...	...
India Stock, 1874	...	...	...	...	210	...
India 4½ Cent. 1888	99½	99½	99½	99½	99½	99½
India Stock, 4½ Cent.	...	...	...	...	...	...
1888	...	...	...	...	...	...
India Bonds (1000l.) 4	...	25s.a	...	30s.a	...	...
per Cent.	...	...	...	...	...	...
Do. (under 1000l.) 4 per	...	30s.a	25s.a	...	...	...
Cent.	...	...	...	...	...	...
Ex. Bills, 1000l.	6	...	...	...	c	...
Do. 500l.	...	...	...	c	...	...
Do. 100l. and 200l.	...	...	...	c	...	...
3½ c.	...	...	...	c	...	...

a Premium.
b March, 24 per cent., 2s. pm.
June, 3 per cent., 8s. pm.
c June, 3 per cent., 10s. premium.
d Ex. div.

PUBLIC COMPANIES.

RAILWAY COMPANIES.

Glasgow and South Western.—A dividend at the rate of 5 per cent. per annum.

Hezham and Allendale.—A dividend of 1 per cent.

Isle of Wight.—At the meeting the scheme for arrangement of creditors' claims was adopted.

Kettering, Thrapston, and Huntingdon.—A dividend at the rate of 5 per cent. per annum on the A stock.

Llynvi and Ogmore.—A dividend at the rate of 1½ per cent. on the Llynvi ordinary stock.

Monmouthshire.—A dividend at the rate of 4 per cent. per annum.

Penbroke and Tenny.—A dividend at the rate of 5 per cent. per annum declared.

Swansea Vale.—A dividend of 1 per cent. declared on the original shares.

ASSURANCE COMPANY.

Albert Life Assurance.—At the meeting of shareholders a resolution was passed in favour of registering the company under the Limited Liability Act of 1862, the object being to permit a voluntary liquidation. Mr. Price, the liquidator, read a lengthy report, showing the result of the company's amalgamations, the fees paid to officers and agents, the recent losses, &c.

MINING COMPANY.

Don Pedro North Del Rey.—A quarter's dividend of 3s. 6d. per share.

MISCELLANEOUS COMPANIES.

Alum and Ammonia.—A dividend at the rate of 10 per cent. per annum.

British Stockholders' Dividends.—Upon application to the Bank of England dividend warrants will be forwarded to any fundholders who desire it. The warrants will be crossed, and forms of application may be obtained at the bank, or its branches, or at any money order office.

Free Trade Benefit Building.—The official liquidator announces a first instalment of 3s. 6d. in the pound to its members.

General Steam Navigation.—A dividend at the rate of 10 per cent. per annum.

Halcomb and Co.—A dividend declared of 5 per cent., making 11 per cent. for the year.

Mediterranean Hotels.—A dividend at the rate of 5 per cent. per annum, payable in January next.

Mutual Tontine (Westminster Chambers).—A dividend for the half-year at the rate of 3½ per cent. per annum.

St. Thomas's Floating Dock (Limited).—Creditors must send particulars of claims to Messrs. Ashurst, Morris, and Co. by the 12th October.

REPORTS OF SALES.

NOTE.—The reports of the Estate Exchange are officially supplied in the following list. Auctioneers whose names are registered there will oblige by reports of their own sales.

Wednesday, Sept. 8.

By Messrs. WILKINSON and HORNE, at the Mart.

Beneficial lease of a cottage, with stabling, grounds, orchards, and paddock containing 4a. 3r. 25p., situate at Kingston, Surrey, term 25 years from 1832, at 25l. per annum—sold for 75l.

Thursday, Sept. 9.

By Messrs. HUMBERT and COX, at the Mart.

Freehold farm of arable land, containing 62a. 2r. 35p., known as Spendiff's Farm, Cooling, Kent—sold for 3500l.

By Messrs. HARDS, VAUGHAN, and LEITCHFIELD.

Freehold business premises, No. 5, Buckingham-street, Strand, let at 57l. 15s. per annum—sold for 970l.

SOLICITORS' JOURNAL.

NOTES OF NEW DECISIONS.

PRACTICE—DEMURRER—OUSTER OF JURISDICTION—NECESSITY FOR ANSWER.—Three railway companies, under an Act of Parliament, being entitled to the joint use of a station, one of them, as it was alleged by one of the others, unfairly used the station to the detriment of such other company, who filed a bill to restrain the use of the station by the defendant company, except in accordance with the Act. A general demurrer was put in to this bill, on the ground chiefly that a committee of the three companies was, under the Act, the proper tribunal. Demurrer overruled: (*The Mid-Wales Railway Company v. The Cambrian Railways Company*, 21 L. T. Rep. N. S. 16. V. C. M.)

ALLEGED COLLUSION TO ASSIST A RIVAL COMPANY—PETITION—COSTS.—On a petition to wind-up the affairs of a limited liability company, on the ground of a misapplication of the funds by the directors, it must be conclusively shown that the interference of the court could be obtained under the Companies Act 1862, sect. 79. One set of costs only allowed as between the respondents to the petition: (*Re The Anglo-Egyptian Navigation Company*, 21 L. T. Rep. N. S. 19. V. C. J.)

COSTS—SECURITY FOR—BANKRUPTCY.—Where the assignee of a bankrupt with the sanction and by the directions of the Commissioner of the Court of Bankruptcy, brings an action for the benefit of the estate, he will not upon the allegation that he is without visible means of paying costs if unsuccessful, be required to give security for costs: (*Denston (Assignee, &c.) v. Ashton and others*, 21 L. T. Rep. N. S. 20. Q. B.)

THE CHIEF CLERKS IN CHANCERY.—Mr. Allen, the Chief Clerk of Vice-Chancellor James, had on Tuesday a list of more than eighty summonses before him, and concluded his sittings. Mr. Bloxam will attend on Tuesday next.

A "Lawyers' Congress," attended by some of the most eminent jurists of Germany, was held last week at Heidelberg, and passed several resolutions on important social and judicial questions. Among these were the following:—1. "Civil marriages should be recognised as a necessary principle of the relations between Church and State in the whole of Germany; and the State should make no objection to the marriage of persons of different religions." This was proposed by Dr. Gneist, and passed against a minority of one only. 2. "That Government sanction should not be required for the formation of joint-stock companies or other associations, but that the liability of each member of such a company should be unlimited." 3. "A written document acknowledging a debt should be taken as sufficient proof of such debt, independently of the circumstances under which the debt was incurred." 4. "As nearly all the objects of punishment are more effectually obtained by solitary confinement than by any other system of imprisonment, such confinement should be recognised by law as the regulated mode of executing sentences which involve the loss of liberty; exceptions to this rule might be made when necessary, either by the judge or the governor of the prison." This resolution was passed almost unanimously.

THE BENCH AND THE BAR.

THE TEMPLE CHURCH.—This church will be re-opened for Divine service on the 3rd Oct., by which time it is anticipated the alterations and renovations which are now being carried out in various parts of the building will be completed.

CHIEF JUSTICE COCKBURN.—It is reported that, in consequence of ill-health, Sir Alexander Cockburn will resign the Lord Chief Justiceship of the Court of Queen's Bench before the commencement of the Michaelmas term, and that he will be succeeded by Lord Penzance. His Lordship has arrived at Kingstown in his yacht *Zouave*. This is the first visit the Chief Justice has paid to Ireland.

SOCIAL SCIENCE CONGRESS.—The arrangements for the forthcoming annual congress of the Social Science Association, to be held at Bristol, from the 29th inst to the 6th Oct., are progressing rapidly and satisfactorily. The list of presidents has been completed. Sir Stafford Northcote, Bart., M.P., will preside over the whole association, and deliver his inaugural address on the first evening of the meeting. G. W. Hastings, Esq., takes the presidency of the Jurisprudence department, in which arrangements are being made for a thorough discussion of the questions of the

relations between England and her colonies, charitable endowments, and the occupation and ownership of land. The Rev. Charles Kingsley, lately appointed a Canon of Chester, takes that of the Education department, where the subject of education, whether of the upper, middle, or lower classes of society, will be discussed. J. A. Symonds, Esq., M.D., of Bristol, will take the Health department, in which the spread of infectious and contagious diseases, dipsomania, and other health subjects will be considered. The Economy and Trade department will be presided over by the Right Hon. Stephen Cave, M.P., the three special questions for discussion being the administration of the poor laws, emigration, and the condition of the agricultural labourer. The vice-presidents of the various departments have also been appointed. The congress will be opened with a sermon, to be preached by the Lord Bishop of Gloucester and Bristol. During the sitting there will be a conference of ladies interested in educational, sanitary, and other social subjects, under the superintendence of Miss Mary Carpenter. A working men's meeting is being organised, and in the evening *soirées* are to take place. There will be excursions to Cheddar, Tintern Abbey, and the training ship at the mouth of the river.

MAGISTRATE AND PARISH LAWYER.

NOTES OF NEW DECISIONS.

BENEFIT SOCIETY—WINDING-UP.—F. in 1853 paid up the full amount payable upon ten shares in the above-named society, and thereupon became a member of it. The rules provided that, any member not having received an advance might withdraw the balance to his credit on notice, but such withdrawal would be subject to his proportion of expenses and other deductions. In 1854 F., being entitled to do so, gave the notice, but the money was not repaid to him, and three years later a resolution was passed by the society which, in effect, left the losses to be exclusively borne by persons who were members antecedently to the resolution. The resolution was admitted to be bad, as being *ultra vires* of the society, but money was borrowed on the faith of it, and the claims of the lenders obtained of course a priority against the members. These claims were shown to exceed the value of the whole assets of the society. At the time F. was absent from England, but was aware of its position and proceedings, and twelve years afterwards presented a winding-up petition: Held (affirming the decision of Malins, V. C.), that the petition must be dismissed, as F. had no such substantial interest in the society's assets as would entitle him to support it, and had acquiesced in the resolution complained of: (*Re The London Permanent Benefit Building Society*, 21 L. T. Rep. N. S. 8. L.J.J.)

CORONER—ELECTION OF.—The legality of votes tendered to and received by the sheriff cannot be questioned on a *quo warranto* information: (*Reg. v. Diplock*, 21 L. T. Rep. N. S. 24. Q. B.)

READINGS OF RECENT DECISIONS.

BASTARDY—ORDER OF AFFILIATION—APPLICATION FOR A SUMMONS—PETTY SESSIONAL DIVISION—RESIDENCE OF A WANDERER.—To the very numerous decisions upon the law and practice of affiliations one more is to be added. The 7 & 8 Vict. c. 101, which confers upon a woman the right to apply to a justice for a summons against the alleged father of her bastard child, confines her power of application to a justice of the petty sessional division in which she is residing. The words are the following: "Any single woman . . . who has been delivered of a bastard . . . may . . . at any time within twelve months from the birth of such child . . . make application to any one justice of the peace acting for the petty sessional division of the county, or for the city, borough, or place in which she may reside, for a summons to be served on the man alleged by her to be the father of such child," &c. The power to grant a summons is thus confined to a justice acting for the petty sessional division in which the woman resides, and consequently no other justice has any power to grant it. Upon these words there are several decisions. The first case was that of *Reg. v. Hughes*, 26 L. J. 133, M. C., and arose upon an indictment for perjury upon the hearing of an application for an order of affiliation, it being objected that the justices making the order had no jurisdiction, inasmuch as the

application for the summons was not made to a justice acting for the petty sessional division in which the woman was residing. It appeared that the woman had been delivered of the child at the house of her parents, and continued to reside with them for many months, having no other home. She then went to lodge at Dolgelly for the purpose of affiliating the child. The petty sessional division to which she applied included Dolgelly, but did not include the residence of her parents. Her going to Dolgelly and lodging there was not fraudulent or for any improper reason, but because the magistrates met in the town, and it was more convenient for her than to go a distance from the home of her parents to the place of meeting of the magistrates for the division in which her parents resided. After the order of affiliation she went into service without returning to her parents. She stated that she could not go back to her parents, as they had nothing for her to do, but that she meant to leave immediately after the order was made, and that she did leave the next or the following day. The summons was applied for and issued three weeks after she first came to lodge at Dolgelly. The jury found that she had no other home than Dolgelly, and that she was residing at Dolgelly, if in point of law she could, under the circumstances, be considered to be so. The court were of opinion that the application for the summons by the woman was correct. In giving judgment, Cockburn, C. J. said: "I quite agree that it is not competent for a woman who seeks for an order upon the putative father of her child to go away from the place where she resides for the purpose of avoiding the jurisdiction of the magistrates of the district in which she resides, or for the purpose of harassing the man whom she alleges to be the putative father. But here it is expressly found that she did not go to Dolgelly fraudulently, but because that place was nearer than the place where the magistrates met for the division in which her parents' house is situated. She lived in Dolgelly for the whole period necessary to enable her to make this application, and during that time it is found that she had no other home. Under this state of facts, it seems to me that she was residing in Dolgelly within the meaning of the statute at the time of her application for the order. If she were not, women having no settled home, but moving about from place to place, would be deprived altogether of the remedy given them by the statute."

The next case decided upon the point is that of *Reg. v. Myott*, 32 L. J. 138, M. C., which was a case stated by the sessions, and in which the facts were as follows:—On the 29th Nov. 1861 the woman applied to a justice acting in and for the division of Pirchill North, in the county of Stafford, for a summons, she herself at the time living at the house of her father and mother within that division, and upon the hearing, there being no corroborative evidence, the justices refused to make an order. On the 19th of the ensuing month of Dec. she applied for another summons, which came on for hearing before the same justices, when they again refused to make an order. In the following February she took lodgings in Newcastle-under-Lyme, and after living there six weeks she took out another summons in that town, and the application accordingly came on for hearing before the borough justices. Upon her cross-examination she stated that she lived at home till the 20th Feb., she had no quarrel with her father and mother, she had some money of her own, and "I came to Newcastle because people said if I came there I should have a better chance." Wightman, J., in giving judgment, said: "It is clear that the woman did go to Newcastle with a view to getting into a new jurisdiction, having twice failed in obtaining an order in the old, in order to try 'if she could have a better chance' of succeeding. That clearly brings the case within the circumstances which in the opinion of the court in the *Queen v. Hughes* would have been ground for holding the justices had no jurisdiction. Here there had been two previous hearings on the merits, but in that case the application made after the change of residence was the first, and there was no evidence that the applicant went to the new place for the purpose of getting before one bench of magistrates in preference to another. The decision of the quarter sessions therefore cannot be upheld, and the orders must be quashed."

We now come to the very recent case of *Lawrence*, app. v. *Inglire*, resp., 20 L. T. Rep. N. S. 391, which was a case stated by justices at petty sessions upon an order made by them upon the putative father, the ground of objection being that the justices at Margate had no jurisdiction, the woman's residence being in the petty sessional division of Ramsgate. The woman in her evidence stated that she had at that time no residence; that she resided at Margate some time since, and while there became acquainted with the putative father. She then detailed the circumstances of her intercourse with him, and upon cross-examination she said that she had no place of residence, and that she slept at Ramsgate the night before she took out the summons. Upon the argument in the court above, it was insisted that the justices had no jurisdiction, as the woman was not residing at the time in the petty sessional division (Margate) in which the justice who issued the summons was acting. Upon this, Lush, J. asked, "Where did she reside when she made the application?" To this it was replied, "At Ramsgate, at which place she slept the previous night." Lush, J.: "No; that was so the night before; but she had no home." Mr. White for the appellant: "If she had no permanent residence, it must be taken that her home is where she slept the night before." Lush, J.: "But she leaves, and goes away." Mr. White: "It is not because she is actually in a locality that therefore that is to be taken as her place of residence." Lush, J.: "The woman must not come to a place fraudulently. If your argument is correct, if she goes about from town to town as a wanderer, she could never get an order." Mr. White: "Where she last slept will be a convenient test of residence." Lush, J.: "In the absence of any evidence to show that the woman had a residence elsewhere, it must be taken that she was residing in Margate." The construction, therefore, put upon the words of the section "make application to any one justice of the peace acting for the petty sessional division of the county, or for the city, borough, or place in which she may reside, for a summons," is, First, that a summons is well issued by a justice in a division to which a woman has come and lodged in for the express purpose of applying for such summons, though she intends to leave the division as soon as she has got the order, provided she has no other residence at the time, and has gone into the division for no fraudulent or improper purpose. Secondly, that where a woman goes into a new jurisdiction for the purpose of avoiding an old jurisdiction where she had unsuccessfully endeavoured to obtain an order, such a purpose being fraudulent, a summons issued by a justice acting in such new jurisdiction will not be well issued. Thirdly, that a woman who has no settled habitation or place of residence may obtain a summons for a justice in any division in which for the time being she happens to be.

MIDDLESEX SESSIONS.

The September sessions were held on Monday last at Clerkenwell, before Mr. Serjeant Cox, Deputy-Assistant Judge.

The grand jury were sworn.

THE HABITUAL CRIMINALS ACT.

The learned judge, in his charge to the grand jury, said that the construction which he had put upon one provision of the Habitual Criminals Act in his charge to the grand jury at the last sessions having been questioned, it was necessary for him to say that, having carefully reconsidered the question that had thus been raised, he could find no reason for changing his opinion. The section relating to receivers of stolen goods provided that, if the defendant had been previously convicted of any of the offences named in the schedule, or such as involved fraud or dishonesty, the former conviction, contrary to the previous practice, might be put in evidence against him as part of the case for the prosecution. A provision followed that where it was intended to give such previous conviction in evidence, seven days' notice should be given to the defendant of such intention, and that he would be taken to have had guilty knowledge of such possession unless he should show to the contrary.

It was contended by the objectors to his view, that there was no express enactment changing the burden of proof in such cases, and that the provision as to the notice was merely surplusage, the consequence of an oversight in the amendment of the Bill in the House of Commons. But he could not so read it. The provision was in the plainest terms, and, indeed, but for such a provision, the required notice would have been wholly unneces-

sary. The defendant could derive no benefit from notice that a former conviction was about to be put in evidence against him; but it was of the last importance to him that he should have notice that he would be deemed to have had guilty knowledge unless he proved to the contrary, for how otherwise could he come to the trial prepared with such proof? Should the case arise in the course of their duties, they must take the law to be as he had interpreted it; but if the question should come before him in a formal shape, he should reserve it for the opinion of the Court of Criminal Appeal, for it ought to be determined as soon as possible. Having directed their attention to the provisions of the same Act relating to the harbouring of thieves and receipt of stolen goods by public houses, his Lordship dismissed them to their duties.

PORTSMOUTH PETTY SESSIONS.

Thursday, Sept. 2.

(Before A. NANCE and T. HODGKINSON, Esqrs.)
BARBER v. PEEL.

The assembling of prostitutes in public houses.

This was an information laid by Mr. Richard Barber, the superintendent of the Portsmouth police, against Mr. Edward Peel, of the Crown Inn, North End, in the borough of Portsmouth, for having knowingly suffered common prostitutes to assemble at and continue in his premises on the 27th Aug.

Cousins, solicitor, of Portsea, appeared for the defendant.

Savage, P.C. deposed to having visited the house first at eleven p.m. on the 27th Aug. There were seven women in a long smoking room, which is used for dancing; five of them were prostitutes. The women were in company with soldiers and civilians. At 12.20 he visited the house again, and found three of the same prostitutes standing at the bar. At 12.45 he visited again, and found two of the same prostitutes at the bar. He called the defendant's attention to the facts, and charged him with harbouring prostitutes.

Pollard, P.C., stated that he remained outside the house, and none of the prostitutes came out, excepting those who went away. The two who were seen at forty-five minutes past twelve were in the house from eleven up to that time.

Toomer, P.C., proved that five of the women were and had for years been common prostitutes.

Cousins, for the defence, contended that the statute under which the information was laid, being a penal one, must be construed strictly. There was no disturbance or disorder. No evidence had been given that the women were not in the house for the purpose of obtaining refreshments. Perhaps some of them were there for an unreasonable time, but this was not sufficient to sustain the information. There should be evidence that they were in the house for the purpose of carrying on their illicit calling. He quoted *Belasco v. Hannant*, 26 J. P. 435, S. C.; *Whitfield v. Bambridge*, 30 J. P. 308, S. C.

The magistrates said the law was in a very unsatisfactory state. In the present case there was no evidence that the women were not in the house for the purpose of refreshment. At any rate there was no proof that they were there for the purpose of carrying on their calling.

Information dismissed.

The Exeter list of municipal voters for the present year contains the names of 760 women. The total number of electors is 5,084.

The licensing sessions for Liverpool having concluded, we find the results of the magisterial investigations are that of sixty-six applications for new spirit licences thirteen were granted, of which nine were simply transfers. There were 742 applications under the Wine and Beerhouse Act 1869, and of these 330 certificates were granted without question. Inquiries were made respecting 290 persons who had violated the conditions of their licences, 228 certificates were granted with a caution, 11 applications were withdrawn, and 151 were refused certificates. The magistrates refused 108 applications for certificates for new beer licences. There are now 464 beerhouses in Liverpool against 652 last year, but taking into account the houses licensed for the sale of spirits, there is in the borough one public-house to every 209 persons.

COLONIAL LAW.—The weak impudence of the Government in releasing the Fenian prisoners appears likely, among other mischievous consequences, to bring about a conflict of jurisdiction between the Victorians and the mother country. In an Act, passed in 1854, "to prevent the influx of criminals into Victoria," it is distinctly specified that any person who has at any time been convicted of a capital or transportable felony by a court of justice in any part of the British dominions, and who forthwith comes into Victoria without a warrant permitting him to do so, shall be expelled from the colony, or punished with for-

feiture of property, imprisonment, and hard labour if he remains therein after having received seven days' notice to depart. The pardon which the Fenians have received does not, it is held, exempt them from the provisions of this law; and it is quite clear that to make an exception in favour of those men, merely as Fenians, while enforcing the Act against all other liberated prisoners, would be to afford special countenance and encouragement to treason. The colonial mind, in its fresh vigour, has apparently no relish for those fine-drawn distinctions between one class of criminals and another, with which a certain school of philosophers in the mother country are doing their best to sap the public sense of order and respect for law. — *Pall Mall Gazette*.

FRIENDLY SOCIETIES.—The Registrar of Friendly Societies, Mr. Tidd Pratt, reports that in the year 1868 he examined and certified the rules of 1112 friendly societies. 190 co-operative societies were registered in the year. Notices of dissolution were received from 139 friendly societies, 77 of which were duly advertised in the *London Gazette*. Some few of these were transfers to new societies. In several instances the amount of funds in hand is not stated; where it is stated it appears that seven societies possessed at their dissolution an amount of funds less than 1*l.* per member; 41 had as much as 1*l.* per member, but less than 10*l.*; 12 had 10*l.* or more. One, a burial society of ten years' standing, reports 145 members, and only 11*l.* funds. One had 4*l.*; one 30*s.* Another, a "life and sick friendly society," established nine years, shows 14 members, but no funds at all left. The registrar recognises the justice of complaints that many societies, especially burial societies, allow country members who join the society through an agent or collector no means of recovering their claims, except by proceedings at the place where the society is established, a system which, in effect, amounts to a denial of justice, as the sum insured is generally small, and the expense would exceed the amount of the claim. The registrar advises the working classes not to join burial or friendly society through an agent or collector. He adverts to the Parliamentary debate on friendly societies, and expresses his opinion that, considering the very large number of members interested in these societies, particularly burial societies, it is most desirable that a commission should be issued by the Government to inquire into their condition and the manner of carrying on their business; the commission to have power to send assistant-commissioners to the large towns, as the Trades Union Commission did. In December last the registrar sent out 22,023 forms for the annual returns, which should give a general statement of the funds and effects of friendly societies; 12,263 were returned, but only 9464 gave both the funds and the number of members. These 9464 show 1,646,965 members, and 5,692,937*l.* funds, averaging rather more than 3*l.* 9*s.* per member. A statement of several of the returns is given. An old burial society shows 11,895 members, but only 887*l.* funds in hand. A second states that it has 6095 members, and 402*l.* funds in hand. Another has 1311 members, and 214*l.* funds in hand. Another received 202*l.* in the year, and the expenses of management were 68*l.* A mutual assurance society, five years old, shows a total of 2627 policies issued; the number still in force is not stated; the funds in hand are 237*l.*; the receipts of the year were 718*l.*; payments on death, 343*l.*; expenses of management, 277*l.* A funeral society reports 4500 families, 22,500 members; funds in hand 317*l.* Another 36,412 members; receipts of the year, 9452*l.*; paid on deaths, 4465*l.*; expenses of management, 3161*l.*, including 2232*l.* for commission; funds, 9813*l.* The Royal Liver Friendly Society had made no return when the report was sent in. The Liverpool Victoria Legal Friendly Society states the amount received in the year at 38,473*l.*, the deaths 8980; amount paid on deaths, 16,968*l.*; expenses of management, 17,815*l.*, including 9463*l.* collectors' commission; the funds (in May 1869) are 19,521*l.*; the number of members is not stated, but in Lord Devon's return they were given as 127,284. Another Liverpool society received 17,798*l.* in the year; the payments on deaths were 9234*l.*; expenses of management, 8604*l.*; funds, 18,158*l.*; the expenses of management include 4397*l.* for commission. Another Lancashire burial society, an old society, has 14,933 members and 2926*l.* funds; the year's payments on deaths were 2253*l.*; expenses, 592*l.*; year's receipts, 2857*l.* Another, with 1943 members, shows only 133*l.* funds. Another, 3442 members, year's receipts, 573*l.*; payments on death, 449*l.*; expenses, 98*l.*; funds, 197*l.* Again, "near 13,000 members," year's receipts, 147*l.*; payments on death, 129*l.*; expenses, 130*l.*, more than half going to collectors; funds, 765*l.* A London burial society, with less than 2000*l.* receipts of the year, shows 498*l.* paid for "discount on collections," members, 9000*l.*; funds, 448*l.*; payments of the year, 1068*l.* A Warwickshire society received 1362*l.* in the year, and paid 338*l.* for collectors' commission. None of the returns state the amount of the liabilities—that is,

the amount of the assurances the society is liable to pay. The registrar can only do his best to enable the members of friendly societies to know the truth and the whole truth about them. He also collects in this annual octavo volume a number of documents of the year, including this year the Trades Unions Bill and the Parliamentary debate upon it; reports of legal proceedings relating to friendly societies; an account of the French system of life and accident insurance under State guarantee; and the substance of Parliamentary returns relating to loan societies, co-operative societies, and savings-banks.

REAL PROPERTY LAWYER AND CONVEYANCER.

NOTES ON NEW DECISIONS.

LEGACY DUTY—LEGACY PAYABLE AFTER DEATH OF AN ANNUITANT TO DIFFERENT PERSONS IN SUCCESSION.—J. G., by will, gave all his real and personal estates (not specifically bequeathed) to trustees, upon trust to pay an annuity of 100*l.* a year to his wife for life, and after her decease to pay to his natural daughter, M. S., the sum of 600*l.*; and after making several other bequests, then as to a certain freehold public-house, after the decease of his wife, upon trust to pay the rents and annual income to be derived therefrom unto his natural daughter E. M. for her life, and after her death to stand possessed of the same public-house, in trust for such of the children of the said E. M. as might be then living, and the issue of any that might be dead, share and share alike. And as to all the residue of his estates, after answering the several purposes aforesaid, he directed his said trustees to invest the same, and pay two-thirds of the dividends thereof unto the said E. M. during her life, and after her death the principal to be equally divided between her children on attaining twenty-one years; the remaining one-third to be paid unto the said M. S. during her life, and after her death the principal to be equally divided between her children. By a codicil to his will the testator stated that the said freehold public-house had been sold and realised 2200*l.*, and he therefore revoked the devise of the said public-house in his will mentioned in favour of the said E. M. and her children, and in lieu thereof he directed his said trustees to stand possessed of the sum of 2200*l.* and invest the same, and to pay the interest arising therefrom unto the said E. M. for her life, in manner in his said will expressed with reference to the rents of the said public house so sold as aforesaid; and after her death to stand possessed of the said sum of 2200*l.* for the benefit of the children of the said E. M. as in the said will mentioned, and he thereby gave and bequeathed the same to them accordingly. Upon the testator's death, his widow being still alive, the executor in the residuary account deducted from the net amount of the residue on which duty was now payable the sum of 2800*l.*, which he claimed to detain to answer the above outstanding legacies of 600*l.* and 2200*l.* The Commissioners of Inland Revenue, on the other hand, claimed payment of duty on the said two legacies as having fallen into the residue: Held, by the Court of Exchequer (Kelly, C. B., and Bramwell, Channell, and Cleasby, BB.), that legacy duty at the rate of 10*l.* per cent. was payable at once by the executor upon the two several sums of 600*l.* and 2200*l.* By Kelly, C. B. and Bramwell and Channell, BB., as to both sums, and by Cleasby, B. as to the 2200*l.*, under the express provisions of sect. 12 of the Legacy Duty Act (36 Geo. 3, c. 52), as "a legacy or residue, or part of any personal estate given over for the benefit of, or so that the same shall be enjoyed by, different persons in succession, chargeable with duties at one and the same rate;" and that, according to the provisions of that section, or of the 1st, 2nd, or 3rd sections of the Act, or of the whole of them taken together, the Crown was entitled to that amount of duty; and by Cleasby, B. as to the 600*l.* under sect. 6 of the same Act. In this case, which was a writ of summons from the Exchequer, calling on the executor to show cause why he should not deliver an account of the deceased's estate, and pay the legacy and succession duties chargeable thereon, the practice as to the right to begin being stated to have been varied, the court decided to hear counsel for the Crown in the first instance: (*Re the Executors of Greenwood*, 21 L. T. Rep. N. S. 25. Ex.)

ELEMENTARY PRECEDENTS IN CONVEYANCING. (a)

A Collection of practical Forms designed for professional Use, and suited to the Emergencies of actual Practice, with Notes.

(Continued from page 283.)

RECITALS.

152. Recital of a dissolution of partnership.

Whereas by an indenture dated, &c., and made between the said A. B. of the one part, and the said C. D. of the other part, after reciting (among other things) that the said A. B., having determined to retire from the said partnership, all the partnership accounts, dealings, and transactions had been adjusted and settled between the said parties, it had been mutually agreed that the said partnership should be dissolved, and the said partnership was thereby dissolved accordingly, as from the day of 18; and that the said A. B. should, on the signing thereof, retire from the said concern, and a notice of such dissolution, signed by the said A. B. and C. D. had been or was intended to be inserted in the *London Gazette*. It was witnessed that for the consideration therein mentioned the said A. B. did assign unto the said C. D. the one equal half part or share, and all other the part share and interest of the said A. B., of and in all and singular the goods, wares, merchandises, stock-in-trade, capital, fixtures, goodwill, property, and effects belonging or due and owing to the said A. B. and C. D., as such partners as aforesaid, and all the estate and interest of the said A. B. therein, to hold the same unto the said C. D., his executors, administrators, and assigns, for his and their own use and benefit.

153. Recital of an agreement to accept surrender of leaseholds.

Whereas the said A. B., at the request of the said C. D., has agreed to grant to him a new lease of the said piece of land and premises for a term, at a rent and subject to certain terms and conditions already agreed upon between them, on having a surrender of the present lease made in manner hereinafter appearing.

153.* Recital of an assignment for benefit of creditors.

Whereas, by an indenture, dated, &c., executed, attested, and registered in manner required by the Bankruptcy Act 1861 and the Bankruptcy Amendment Act 1868, and made between A. B. of the first part, C. D. and E. F. of the second part, and the several persons, &c. [creditors] of the third part, the said A. B. did grant and convey unto the said C. D. and E. F., their heirs and assigns, all and singular the lands, messuages, tenements, hereditaments, and real estate, whatsoever and wheresoever situate, of or to which the said A. B. or any person or persons in trust for him was or were seised, possessed, or entitled, and all leasehold and copyhold estates, lands, messuages, buildings, and tenements whatsoever and wheresoever situate with all appurtenances whatsoever to the same belonging, and all reversions and remainders, rents, issues, and profits thereof, and all the estate and interest of him the said A. B. therein or thereto. And the said A. B. did assign unto the said C. D. and E. F., their executors, administrators, and assigns, all the goods, chattels, personal estate, substance and effects whatsoever and wheresoever of the said A. B. or wherein or thereto he or any person or persons in trust for him was or were interested. And it was by the indenture now in recital declared that the said grant and assignment thereinbefore contained were so made to the said C. D. and E. F., their heirs, executors, administrators, and assigns respectively upon trust, that they or the survivor of them, his heirs, executors, or administrators, should at any time thereafter whenever they or he should in their or his absolute discretion think most advisable, sell, convey, transfer, assign and dispose of all the said hereditaments and real leasehold and copyhold estates, and all the personal estate thereinbefore respectively granted and assigned either by public auction or private contract, or partly by one and partly by the other mode, for such price or prices as they or he should in their or his discretion think proper; and to stand possessed of all moneys to be received by them or him under or by virtue of the now reciting indenture, upon the trusts therein mentioned; and it was thereby declared that the receipt of the said C. D. and E. F. should be a sufficient and effectual discharge to the purchaser or purchasers of the said hereditaments and premises thereby granted and assigned, or any part thereof, for his, her, or their purchase money; and that no purchaser, his, her, or their executors, administrators, or assigns, should afterwards be in anywise liable to see to the application of such purchase money, or be

(a) By THOMAS WILKINSON, Esq., Liverpool.

answerable or accountable for the misapplication or non-application thereof. (a)

154. *Recital of an enfranchisement under Copyhold Acts.*

Whereas, by an order of enfranchisement, dated, &c., under the hands and seals of the Copyhold Commissioners, the said commissioners, in pursuance of the powers vested in them by the Copyhold Acts, did, by that award of enfranchisement, duly enfranchise unto the said A. B., his heirs and assigns the piece of land and hereditaments to which the said A. B. was so admitted as aforesaid with the appurtenances [add here, if so, save and except all the rights reserved by the Copyhold Act 1852, sect. 48, or as the case may be]. To hold the same [save and except as aforesaid] unto and to the use of the said A. B., his heirs and assigns as freehold, thenceforth and for ever discharged from all fines, heriots, reliefs, quit rents, and all other incidents whatever of copyhold or customary tenure.

154*. *Recital of a conveyance to uses to bar dower, and subject to restrictive covenants.*

Whereas, by an indenture dated, &c., and made between A. B. of the one part, and C. D. of the other part, the [piece or parcel of land and] (b) hereditaments hereinafter described, and intended to be hereby [appointed and] granted, with the appurtenances, were assured and limited to such uses [for such estates and in such manner] as the said C. D. should by deed appoint, and in default of [and until and subject to] any such appointment, to the use of the said C. D. and his assigns, during his life, without impeachment of waste, with remainder to the use of Y. Z., his executors, and administrators, during the life of the said C. D., in trust for him and his assigns, with remainder to the use of the said C. D., his heirs and assigns. And in the indenture now in recital were contained certain covenants on the part of the said C. D., his heirs, executors, administrators, and assigns, restrictive of the mode of user and enjoyment of the said piece or parcel of land and hereditaments hereinafter described and intended to be hereby [appointed and] granted.

(To be continued.)

THE EARL OF GRANARD ON THE LAND QUESTION.—The Earl of Granard has written a letter in the *Freeman's Journal* on the necessity of an equitable settlement of the land question. In the many Bills brought before Parliament, both by Whig and Tory administrations, Lord Granard says the value of the Ulster custom of tenant right has been fully recognised. The proviso recurs in every one of them, "That nothing herein contained shall affect the custom of Ulster." To this custom he thinks the prosperity of the Northern province due, and as a system "tested by the experience of nearly three centuries," he prefers it to any "more theoretically perfect and untried system." The true solution of the land question, Lord Granard therefore thinks, "lies in the passing of an Act which would give the force of law to the custom of Ulster, extend its beneficial provisions to the whole of Ireland, and at the same time provide for a periodical Government valuation for letting purposes, with power of appeal in case of dispute to a local and inexpensive tribunal, such as the Court of Quarter Sessions." Lord Granard adds his conviction that if such an enactment became law, the southern and western counties, "with their milder climate and more fertile soil, would soon equal, if not outstrip, the prosperous condition of the north. Such outrages on humanity as the Cloneen evictions, and acts of a similar nature, would become impossible—agrarian disturbances would be a thing of the past, feelings of mutual confidence, hitherto held in abeyance by unjust laws, would revive between landlord and tenant, and each would find that their common interest lay in the improvement and regeneration of their common country."

JOINT-STOCK COMPANIES' LAW JOURNAL.

NOTES OF NEW DECISIONS.

PRIVATE BILL—LOCUS STANDI.—An improvement Bill promoted by the commissioners of M. for the extension of their borrowing powers, but without increase of rates, was petitioned against by the G. W. Railway Company, by whom the M. Railway, within the commissioners' limits,

(a) In order that trustees may be able to make title to a purchaser of real or leasehold estate after the lapse of three months from the execution of the assignment the provisions of the 68th section of the Act of 1849 must be complied with. (See Precedent 86 *sup.*, p. 433, and note c.)

(b) The words within brackets may be omitted when conciseness is desired.

was worked under agreement, but of which they had not yet become statutory lessees, though a Bill for that purpose was before Parliament. The Act authorising the M. Railway was prior in point of date to the commissioners' original Act of 1857, and under those Acts the railway was liable to rating on its full value. The G. W. Co., who became the workers of the line since 1857, and paid the rates, now contended that the rating should be reduced to the usual scale of one-fourth: Held, that the petitioners had no *locus standi*: (*Milford Improvement Bill*, 21 L. T. Rep. N. S. 1. Court of Referees).

CONTRIBUTORY—NOTICE OF ALLOTMENT.—RATIFICATION OF ACTS OF AGENT.—B., applying for shares, requested that notice of allotment might be handed to C., one of the promoters of the company. The shares were allotted, and on C. applying for them a bundle containing numerous letters of allotment was handed to him. It was disputed if the allotment to B. was among them, but it was proved that when they were so handed to C., B.'s letter to the company had not been posted, but it was afterwards sent by B. to C., and by him produced to the company. B. had paid nothing in respect of the shares. Upon appeal he was held to be a contributory: (*Rosaz's case*, 21 L. T. Rep. N. S. 10. L. J.).

WINDING-UP—PRACTICE—PROOF.—The B. company gave to a bank as collateral security, certain debentures, containing a covenant to pay to C., his executors, or bearer, the sums mentioned. The debentures had been made out in C.'s name, with a view to a transaction between him and the company, which went off. They were handed to the bank, but not formally assigned. The bank was held to take them irrespective of any equities existing between C. and the company, and that it was not entitled to prove upon them having already proved for the debt: (*Re Blakely Ordnance Company*, 21 L. T. Rep. N. S. 12. M. R.).

DIRECTORS—PROMOTERS—PROMOTION MONEY.—A limited company was incorporated in 1863 for the purpose of establishing an international bank under a concession to be obtained by a foreign Government. The nominal capital of the company was 1,200,000*l.* in 60,000 shares, of which the first issue was to be 30,000*l.* It was provided by the articles of association that as soon as the allotment of shares under the first issue should take place, the directors should pay 10,000*l.* to the promoters. Before the concession was obtained so as to place the company in a position to begin business, and only when about 5000 shares had been subscribed for, the directors allotted the shares, and paid 5000*l.* to the promoters, who on the same day paid 500*l.* a-piece to four of the directors. This payment to the promoters almost exhausted the funds of the company, and it was soon afterwards ordered to be wound-up. On a bill by the company and its official liquidator against the directors to render them liable for a breach of trust in thus misapplying the moneys of the company and to compel repayment thereof: Held, that no decree could be made as to the 5000*l.*, as the persons who had received the money had not been made parties to the suit, but that each of the directors must refund to the company the 500*l.* received by him from the promoters: Held, also, that when costs are given against a company in the process of winding-up, they are to be paid by the liquidator out of the assets, and are not to be proved for: (*The Madrid Bank v. Pelly*, 21 L. T. Rep. N. S. 13. M. R.).

RAILWAY—ARBITRATION—LANDS CLAUSES ACT.—C. agreed with a railway company, that, in consideration of the stipulations of the company, he should withdraw his opposition to the Bill in Parliament, and it was agreed that if such Act passed in any form, the company should purchase the plaintiff's interest, and the contract contained various stipulations as to price, drainage, roads, &c., the value of the property, compensation, &c., in case of difference, to be referred to a surveyor. It was, *inter alia*, provided that the plaintiff should cease building. The Act passed, and the plaintiff sent in a claim for 46,000*l.*, and the matter being referred to a surveyor, he awarded 16,675*l.*, but was silent as to interest and costs; and added a statutory declaration that he made the award under the Lands Clauses Act. A dispute then arose, the plaintiff claiming against the company interest on the purchase-money and the costs of the reference, and filing a bill for the specific performance of the agreement. The plaintiff had ceased building, but the company had never taken possession:

Held, that, although the company never had possession, it was the same thing, as the plaintiff was deprived of it, and the proceeding was as much under the Lands Clauses Act as if the royal assent to the Special Act had been obtained before the agreement, and as putting into motion the compulsory powers, and therefore in substance under that statute. The company were therefore liable for interest, and as the award was silent as to costs, it must be assumed that the surveyor intended the company to pay them, and they were therefore liable: (*Catling v. The Great Northern Railway Company*, 21 L. T. Rep. N. S. 17. V. C. M.).

WINDING-UP—PETITION—PRACTICE.—On a petition to wind-up on the ground of a misapplication of the funds by the directors, it must be conclusively shown that the court may interfere under sect. 79 of the Bankruptcy Act 1862: (*Re The Anglo-Egyptian Navigation Company*, 21 L. T. Rep. N. S. 19. V. C. J.).

LIABILITY OF TELEGRAPH COMPANY FOR ERROR IN MESSAGE.—When a message is sent by a telegraph company the contract is one alone with the sender and not with the sendee of such message. Where, therefore, A., resident in London, informed B., resident at Hull, that he had a cargo of ice at Grimsby, and requested an offer from them for the same by telegraph, and B. thereupon sent a telegraphic message by the defendants making an offer of 23*s.* per ton, which was erroneously read off by the defendants' servants at London as 27*s.* per ton; whereupon A. caused the ice to be tendered to B. at Hull at this price, and B. refused to receive it, as not being the price he had offered: Held, upon an action brought by A. against the company for the loss he had sustained by their error, that the contract was between B. and the defendants, and that there was no relationship between A. and B., of principal and agent, and so the action could not be maintained: (*Playford v. The United Kingdom Electric Telegraph Company*, 21 L. T. Rep. N. S. 21. Q. B.).

THE ALBERT AMALGAMATIONS.—Mr. J. Winn Knight, M.P., writes:—"I see it stated in your paper, in the account of the affairs of the Albert Insurance Office, that on the amalgamation of the Bank of London and National Provincial Association with the Albert Company the directors of the association received 200*l.* each. I was a director of that association during its short existence (my only experience in such a capacity), and a cheque for 200*l.* was actually sent to me on that occasion, which I refused to accept and returned to the office. At the same time I wrote a circular to my co-directors to say that I took this step because I considered that the money belonged to the share or policy-holders, and not to the directors. I hope you will kindly allow me to make this explanation in your columns."

THE TELEGRAPH ACT.—On the 9th ult. an Act to alter and amend the Telegraph Act of 1868 received the Royal assent, and arrangements are being made, and are expected shortly to be perfected, to transfer the telegraphs to the Postmaster-General. By the new Act the Treasury is empowered to raise 7,000,000*l.* The gross revenue received by the Postmaster-General for the transmission of messages by means of electric telegraphs is to be paid into the Exchequer to the account of the Consolidated Fund, and the expenses incurred with the sanction of the Commissioners of Her Majesty's Treasury in working, maintaining, or extending telegraphs to be paid out of moneys to be voted by Parliament. By the recited Act (31 & 32 Vict. c. 110) the Postmaster-General was empowered to purchase the whole or part of the undertaking of any telegraph company except the Atlantic Telegraph Company and the Anglo-American Telegraph Company. The Postmaster-General was required by the former Act to make one uniform charge for the transmission of telegraphic messages throughout the United Kingdom, and it is declared in the present statute that in order to protect the public revenue it is expedient that similar powers to those conferred upon the Postmaster-General with respect to the exclusive privilege of conveying letters should be enacted with reference to the transmission of public telegraphic messages within the United Kingdom. Agreements have been made with certain telegraph companies to pay them 5,715,048*l.* 8*s.* 11*d.*, and it is estimated that the amount which will be required for the other purposes of the recited Act and of the new Act will not exceed 300,000*l.*, besides 700,000*l.* with railway companies, and the chief object of the present Act is to give authority to the Commissioners of the Treasury to raise the funds which will be required to enable the Postmaster-General to carry into effect the arrangements. There are a few exceptions mentioned to

the exclusive privilege of the Postmaster-General sending telegraphic messages, and he is also empowered to transmit foreign messages. The Treasury may raise sums not exceeding 7,000,000*l.*, for the purposes of the Act either by terminable annuities or by the creation of Exchequer bills or bonds, and the moneys raised are to be placed at the disposal of the Postmaster-General under certain regulations. Annual accounts are to be laid before Parliament, as also the regulations made under the new Act. No deed or instrument executed by, to, or with the Postmaster-General is to be liable to stamp duty. Messages are to be deemed post letters, and the provisions of the Telegraph Acts of last year and the present year to be considered as "Post-office laws."

MARITIME LAW.

NOTES OF NEW DECISIONS.

SALVAGE—CORPORATIONS FOR WRECKING PURPOSES—COSTS.—Where a vessel and her cargo, worth 250,000 dollars, was towed off the Bomer shoal at the entrance to the harbour of New York, on which she had touched, the service occupying six hours, and being performed by two tugs which were owned by a corporation, incorporated for wrecking purposes, the masters and crews being hired on regular monthly wages, with an agreement that they should not share in any salvage awarded for services rendered by the tugs, and a suit was brought against the ship and her cargo in the names of the masters of the two tugs and the corporation which owned them, for themselves and the crews of the tugs, claiming to recover 25,000 dollars salvage. Held, that under the agreement by which the masters and crews were hired, they must be left out of the case altogether. That the corporation could not claim, as assignees in advance, of what might otherwise be the claims of the masters and crews for salvage, and as the latter had cut themselves off by their contract with the company from making any claim for salvage, such claim never had any existence, so as to be capable of assignment after the fact. That the corporation itself could not be a salvor. That the corporation was entitled to a proper compensation for the use of the two steamers and the appliances on board them for the service rendered, and that the case was to be considered as one of contract for work and labour, without reference to the value of the ship and her cargo. That the hazard to the tugs was also to be taken into consideration, but not the expense to the corporation of keeping the tugs in readiness to perform such work and labour. That on the evidence, 1500 dollars was a sufficient compensation, and as an offer of 2000 dollars had been made as a compromise before suit, no costs were allowed: (*The Stratton Audley*, 21 L. T. Rep. N. S. 31. New York Adm. Ct.)

SHIP—STOPPAGE IN TRANSIT—CONTINUANCE OF TRANSITUS—ASSIGNMENT BY INSOLVENT CONSIGNEES TO SECURE ANTECEDENT DEBT BEFORE ARRIVAL OF BILLS OF LADING.—A mercantile firm carried on business at London and Hong Kong. The London firm purchased goods of merchants in Manchester for the firm at Hong Kong. The goods were forwarded to London to the shipping agents of the firm there, and were shipped for Hong Kong on the latter's instructions. The bills of lading were in the ordinary form, but the invoices relating to the greater part of the goods contained the stipulation that the Hong Kong firm should remit the proceeds of sales to the London firm to meet acceptances given to the vendors of the latter. The Hong Kong partner and consignee of the goods had had bill transactions with banking firms there, resulting in a large unsecured debt. Being pressed for payment, the consignee on behalf of the firm executed to the banks an assignment of various other property and all goods and bills of lading to arrive within a certain period. This assignment included the goods mentioned above. Afterwards, on the arrival of the goods, the consignee indorsed and handed over the bills of lading, in performance of the agreement in the assignment. The Hong Kong branch of the firm was at this time insolvent, and had been so at the date of the assignment: The owners of the vessel in which the goods were shipped refused to deliver the goods to the indorsees of the bills of lading, in consequence of notices to stop given them by the unpaid vendors, and the indorsees thereupon brought an action for conversion against the ship owners: On appeal to the judicial committee: Held, first, that the *transitus* did not terminate till the arrival of the

goods at Hong Kong, for the general rule is that where goods are sold to be sent to a particular destination, named by the vendor, the right of the unpaid vendor continues until they arrive and are delivered there according to the bills of lading; and, second, that as the assignors had not, at the date of the assignment, possession of the bills of lading, and, as nothing was advanced on the faith of them, the effect of the assignment could only be to transfer the interest that the assignors had in the goods expected; this interest being subject to special stipulations as to remittances in the case of part of the goods, and in all to the lien of the unpaid vendors: The general rule is that the assignee of any security stands in the same position as the assignor as to the equities arising upon it. An exception, founded on the negotiable quality of the document, is made in the case of the holder of an indorsed bill of lading, who may, in the course of commercial dealing, transfer a greater right than he himself has. But this exception is confined to the case where the transferee is himself in actual and authorised possession of the bill of lading, and the transferee gives value on the faith of it, without having notice of any circumstance which would render the transaction neither fair nor honest: (*Rodger v. The Comptoir d'Escompte de Paris*, 21 L. T. Rep. N. S. 33. Priv. Co.)

MERCANTILE LAW.

NOTES OF NEW DECISIONS.

PRINCIPAL AND AGENT—INSURANCE TO SECURE RUNNING ACCOUNT—RECEIPT OF SUM INSURED—OVERPLUS.—The defendant was the agent for an officer in the army, and supplied him from time to time with goods as an army accoutrement maker. Policies of insurance were effected on the officer's life to secure any amount that might be due from him at his death. The premiums paid were carried to the debit of his account. At the death of the officer the debt due to the principal was about 1800*l.* The moneys received from the insurance office were about 3550*l.*: Held, that the difference between the debt and the money received was a balance due to the estate of the deceased officer: (*Bruce v. Garden*, 20 L. T. Rep. N. S. 1002. V.C. J.)

DOMICIL IN FRANCE.—A judgment of interest to foreign families of which members have contracted matrimonial alliances in France has been given in the Civil Court of Paris. The facts of the case were these:—M. de Brimont married, about two years ago, a daughter of Mr. and Mrs. Penniman, American subjects. No contract was drawn up, but the parents of the lady promised verbally, according to M. de Brimont, to make the young couple an annual allowance of 50,000*fr.* as a marriage portion. The young wife died a few months back, leaving an infant daughter, and Mr. Penniman, who until then had paid regularly the money, refused to continue it to the son-in-law. The last named now brought a suit to enforce the continuance of the payment, as alimony for himself and daughter. The parents of the deceased lady, while offering to bring up the child, resisted the demand, on the ground that the plaintiff was a spendthrift; that he had concealed numerous debts when he married, and had since contracted new ones, and moreover that he was young, and might by his labour procure for himself sufficient resources. The tribunal, however, decided that, as De Brimont was without means of existence, and that as his own mother was not in a position of fortune to assist her son and granddaughter, the plaintiff had a right to an alimentary pension from his wife's parents; and consequently condemned them to pay an annual sum of 18,000*fr.*, of which 6000*fr.* is for M. de Brimont, and 12,000*fr.* for his infant daughter.

LAW STUDENTS' JOURNAL.

PRELIMINARY EXAMINATIONS.

BEFORE ENTERING INTO ARTICLES OF CLERKSHIP TO ATTORNEYS AND SOLICITORS.

Pursuant to the Judges' Orders, the Preliminary Examination in General Knowledge will take place on Wednesday the 9th and Thursday the 10th February 1870, and will comprise—

1. Reading aloud a passage from some English Author.
2. Writing from dictation.
3. English Grammar.
4. Writing a short English composition.
5. Arithmetic.—A competent knowledge of the first four rules, simple and compound.

6. Geography of Europe and of the British Isles.
 7. History.—Questions on English History.
 8. Latin.—Elementary knowledge of Latin.
 9. 1. Latin. 2. Greek, Ancient or Modern. 3. French. 4. German. 5. Spanish. 6. Italian.
- The Special Examiners have selected the following books, in which candidates will be examined in the subjects numbered 9 at the Examination on the 9th and 10th February 1870:—
- In Latin—Cæsar, De Bello Gallico, I. II., or Virgil, *Æneid*, book vi.
- In Greek—Sophocles, *Edipus Tyrannus*.
- In Modern Greek—Bivvαrης, *Ἱστορία τῆς Ἀρχαίας Βυβλίου*.
- In French—Xavier de Maistre, *La jeune Sibérienne*; or, Corneille, *Le Cid*.
- In German—Goethe, *Goetz von Berlichingen*; or, Wieland, *Oberon*, Gesang I bis 6.
- In Spanish—Cervantes, *Don Quixote*, cap. xv. to xxx. both inclusive; or Moratin, *El Sí de las Niñas*.
- In Italian—Manzoni's *I Promessi Sposi*, cap. i. to viii. both inclusive; or Tasso's *Gerusalemme*, 4, 5, and 6 cantos; and Volpe's *Eton Italian Grammar*.

With reference to the subjects numbered 9, each candidate will be examined in *one language only*, according to his selection. Candidates will have the choice of *either* of the above-mentioned works.

The Examinations will be held at the Incorporated Law Society's Hall, Chancery Lane, London, and at some of the following Towns:—Birmingham, Brighton, Bristol, Cambridge, Cardiff, Carlisle, Carmarthen, Chester, Durham, Exeter, Lancaster, Leeds, Lincoln, Liverpool, Maidstone, Manchester, Newcastle-on-Tyne, Oxford, Plymouth, Salisbury, Shrewsbury, Swansea, Worcester, York.

Candidates are required by the Judges' Orders to give *one calendar month's* notice to the Incorporated Law Society, before the day appointed for the Examination, of the *language* in which they propose to be examined, the *place* at which they wish to be examined, and their *age* and *place of education*. All notices should be addressed to the Secretary of the Incorporated Law Society, Chancery-lane, W.C.

E. W. WILLIAMSON, Secretary.

Law Society's Hall, Chancery-lane,
London, August 1869.

FORM OF NOTICE.

Preliminary Examination.

Notice is hereby given, that A.B., of aged who was educated at intends on the and days of next, to present himself for Examination at previous to entering into Articles of Clerkship, and that he proposes to be examined in the language.

Dated the day of 18 .

COUNTY COURTS.

THE COUNTY COURTS AND MUNICIPAL ELECTIONS.

The County Court Judges ought to feel highly flattered. They are Judges in equity, common law, admiralty and bankruptcy. It is now proposed to add to this trifling jurisdiction over municipal elections. The Select Committee on Elections say in their draft report that "it is difficult to find any more simple or inexpensive tribunal before which such cases could be tried than the County Court." And, again they say, "We see no reason why power to take proceedings in the nature of a petition against the return of a town councillor before the judge of a County Court should not be given."

We observe that this subject has been discussed in the daily press, and the jurisdiction objected to on two grounds, first, that the courts are already overloaded, and secondly that the courts are not properly constituted for the purpose. On the first point there cannot be two opinions. On the second point many will agree with the daily press. It has been said that a single Common Law Judge is not a satisfactory tribunal, and the grounds of objection to the higher jurisdiction apply with greater force to the lower. In all probability there is a stronger political element amongst the County Court Judges, than amongst the Judges of the Superior Courts. Then again County Court Judges of boroughs with corporations are more or less known to the leading inhabitants, and might not be so free from local feeling as to be able to dispose of their new business with satisfaction to themselves and the persons affected by their decision.

But apart from these considerations we question whether the Judges of the Inferior Courts would accept with any better grace than their brethren of the Superior Courts this invidious jurisdiction. It is eminently desirable that judges of all

kinds should stand neutral in cases affecting communities in which probably there is a balance of delinquency. In municipal contests there is frequently much bitterness and party spirit, and all investigations into the elections would require great care, and the exercise of the most cautious impartiality; and we say, without hesitation, that the addition of this jurisdiction to the others already thrust upon the County Courts would weaken their administrative power.

There is a further consideration. The judges are asking for more salary, and with every right to receive it. One thing at a time. First let them be paid properly for what they are doing and then new jurisdictions might be considered, and perhaps imposed accompanied by appropriate pecuniary considerations.—*County Courts Chronicle* for September.

LEYBURN COUNTY COURT.

Thursday, Aug. 19.

(Before E. R. TURNER, Esq., Judge.)

Assault upon a County Court bailiff.

An application was made by Mr. Herring, the high bailiff, for an order against Joseph Hammond, of Ilton-cum-Pott, farmer, for an assault upon Joseph Lee, the assistant-bailiff of the County Court of Ripon, whilst levying an execution issued out of this court upon the goods of Joseph Hammond. It appeared that on the 2nd Aug. Mr. Lee went to defendant's house with the execution to levy the sum of 21. 13s. Defendant stated that he had paid the debt and costs to a debt collecting "chap" from Darlington about a week after the court day, which was held in February. This man said that if he did not pay he should go to Leyburn and take out an execution. Hammond was told that the person to whom he had paid the debt had not handed the money over, consequently he must pay it over again. Defendant said he would not believe the laws of England would make him pay the money over again, and in this view he was supported by Verity, his son-in-law. Finding Hammond was determined not to pay, Mr. Lee proceeded to levy and searched for something portable to realise the amount. For this purpose he went into a bedroom, and whilst opening a closet door Verity seized him from behind and prevented him from going near the closet, asking him if he intended to rob them. Hammond then came into the room and attempted to strike the officer with a stick, but was prevented by Verity, and whilst they were scuffling the officer went down stairs, followed by Hammond and Verity, when Hammond put him out of the house by force. The offence was admitted, and his Honour expressed his intention of making the order applied for under the powers of the 14th section of the 9 & 10 Vict., c. 96.

Mr. Herring interposed, and said there was no doubt there were extenuating circumstances, defendant having paid the money to a person who signed J. Dargue, *pro* W. Place, who is represented to be the manager of the Victoria Trade Protection Society Debt Collecting Offices, 50, Dean-street, Newcastle-on-Tyne, and 5, Station-terrace, Darlington. The parties had also agreed to give a public apology for their conduct. He would therefore ask his Honour to mitigate the amount of penalty.

His Honour said if Mr. Herring had not interceded he should have made an order for the full penalty of 5*l*. From defendant's admission the officer had been assaulted, and it was no excuse paying the money to an unauthorised person. He should order them to pay 10*s*. each and costs.

BANKRUPTCY LAW.

NOTES OF NEW DECISIONS.

BANKRUPTCY—CONTINGENT DEBT NOT PROVABLE UNDER.—The M. Insurance Company had, in Jan. 1866, lent a large sum in Consols to be deposited by the promoter of a Bill then before Parliament. The plaintiffs, the defendant, and others, six in all, entered into an undertaking with the company, that if the Bill was thrown out the Consols should be returned, and that if it passed (which was the event that happened), an equal amount of stock should be transferred to the company, and that a sum in the nature of interest on the value of the Consols (at the time they were lent) from the end of six months to the date of the transfer should be repaid to the company. In June 1866 the defendant was adjudicated a bankrupt. In July he obtained his certificate. In August the Bill passed, but the Consols were not transferred till the 8th July 1867, and the plaintiffs were compelled to pay under the undertaking 500*l*. as an equivalent for interest. Upon an action brought against the defendant to recover his contribution for one-

sixth part of the above sum, he pleaded his bankruptcy: Held, that this claim was not provable under his bankruptcy, and so his bankruptcy was no answer to the action: (*Cary v. Dawson*, 21 L. T. Rep. N. S. 23. Q. B.)

JOINT AND SEPARATE CREDITORS.—The case, *Re Evans and Evans*, which was lately before the Bankruptcy Court, is another illustration of the absurdity of bankruptcy law as to joint and separate creditors. The distinction becomes, under the clauses of the Bankruptcy Acts, a reason for upsetting an arrangement to which the only creditors who ought to be concerned had assented, and which on the face of it appears perfectly fair. The case was as to the validity of a deed by which, under subsequent arrangements for the sale of the property, including the sale of a portion of it to the bankrupts, the creditors on the joint estate were to receive 5*s*. in the pound, although the assets only showed 3*s*., while the separate creditors would only receive 4*s*. 6*d*. in the one case, and 1*s*. 6*d*. in the other. The arrangement was in short in the nature of a composition, by which the bankrupts in exchange for a portion of the joint estate agreed to make up the joint dividend to 5*s*. Upon these facts advantage was taken by the separate creditors who had not assented to contend that they ought to be counted as among the "creditors," joint and separate; creditors being spoken of indiscriminately in the Act, and that the arrangement being equivalent to a bonus to the joint creditors, the consent of the latter went for nothing, and the deed was invalid, not being agreed to by the requisite number of creditors. Mr. Commissioner Winslow decided that this view was correct, and dismissed the motion of the joint creditors against a petition for adjudication of bankruptcy. Yet it is plain that only the joint creditors should have anything to do with the joint estate, and that under a proper law no harm could come to the separate estates, as the joint creditors should also be entitled to prove against them till they were paid in full. Proceedings have been stayed for the opportunity of appeal, but under the present law it is to be feared such cases of injustice must be unavoidable.

CORRESPONDENCE OF THE PROFESSION.

[NOTE.—This department of the LAW TIMES being open to free discussion on all professional topics, the Editor is not responsible for any opinions or statements contained in it.]

LARCENY BY SERVANT—EMBEZZLEMENT.—In your last number, under title "Notes of New Decisions," two heads appear as "Larceny by Servant," and "Embezzlement," and reference is made to the reported case of *Reg. v. Dartnell*, 20 L. T. Rep. N. S. 1020. On referring to the first case, your readers will observe that the case *Reg. v. Low*, cited by Mr. Perkins for the prosecution, is reported as "doubted" by Mr. Justice Byles. As that case and that against Dartnell are very important, and, I believe, of not uncommon occurrence, allow me to explain that the judge asked to see the report of *Reg. v. Low*, but it was not to be had in Huntingdon, and hence his Lordship (as the point was new to him) declined to act upon it; but it can hardly be said that as he never saw it he doubted its authority; and, considering that it was decided by the Court of Criminal Appeal, at which five judges presided (although neither the Lord Chief Justice Cockburn nor Mr. Justice Byles were present), who were unanimous in their judgment, I cannot but think that if the report had been forthcoming, it would have removed all doubt at the assizes. Now, as to the case of "embezzlement," which is reported, "Mr. Justice Byles dubitante," allow me to explain that when it appeared in evidence that the accused had no authority to receive money "by virtue of his employment" on behalf of Mr. Story, his master, the judge was about to stop the case, when his attention was called by Mr. Heathcote to the purported omission (see Greaves on the Consolidation Acts, 2nd edit., p. 156) of those words in the new statute, 24 & 25 Vict. c. 96, s. 68, that his Lordship sent for, and perused the statutes 7 & 8 Geo. 4, c. 29, s. 47; and 9 Geo. 4, c. 55, s. 40, and that of Victoria; and after doing so, thanked Mr. Heathcote for having called his attention to the point, and added that his doubts were removed, and therefore the trial proceeded, and the prisoner was found guilty and sentenced as reported by you. THE ATTORNEY FOR THE PROSECUTION. Peterborough, 7th Sept., 1869.

PROMOTIONS & APPOINTMENTS

The Lord Chancellor has appointed Frederick Brown Rowland, of Ramsbury, in the county of Wilts, to be a Commissioner to administer Oaths in Chancery in England.

NOTES AND QUERIES ON POINTS OF PRACTICE.

[N.B.—None are inserted unless the name and address of the writers are sent, not necessarily for publication, but as a guarantee for bona fides.]

Queries.

81. **ATTORNEY—CHANGE OF NAME.**—What steps must be taken by an attorney, in addition to those taken by other persons, before he can change his name, and the probable expense attendant thereon? ATTORNEY.

82. **CALL TO THE BAR—ATTORNEY.**—How must an attorney proceed before he can be called to the Bar, and the time that must elapse from the taking of the first step (which is I believe to apply to be struck off the Rolls), before he can be so called? AN ASPIRANT.

83. **COUNTY COURTS ACT 1867, s. 2—REGISTRARS' AND HIGH BAILIFFS' DUTIES.**—1st. Is it the duty of the high bailiff on service of a summons under this section in the home court to return to the registrar (with the duplicate summons), an affidavit of such service; or is it his duty to wait until required by the plaintiff to furnish such affidavit? 2nd. Is an affidavit of service by the high bailiff of a foreign court sufficient proof of service for all purposes in the cause: e. g., sufficient to entitle the plaintiff to sign judgment without being required to procure from such high bailiff, and produce a further affidavit? Vide s. 2. REGISTRAR.

84. **THE BANKRUPTCY ACT 1849 (12 & 13 Vict. c. 106, s. 184).**—Will any of your numerous correspondents kindly inform me whether any decision has been given in a Superior Court affecting the following section, and if so, the case? Sect. 184: "That no creditor having security for his debt, or having made any attachment in London or in any other place by virtue of any custom there used, of the goods and chattels of the bankrupt, shall receive upon any such security or attachment more than a rateable part of such debt, except in respect of any execution or extent served and levied by seizure, and sale upon, or any mortgage of, or lien upon, any part of the property of such bankrupt before the date of the fiat, or the filing of a petition for adjudication of bankruptcy." A. holds a bill of sale of B's chattels, he enters and takes possession, but before sale B. files his petition. Is not the assignee of B. entitled under this clause, to recover the goods or their value? AN OLD SUBSCRIBER.

85. **WINE AND BEERHOUSE ACT 1869.**—A person holding a licence for sale of beer to be drunk on the premises omitted to give twenty-one days' notice to the overseers, &c., of his intention to apply at the annual licensing meeting for a certificate for renewal of his licence as required by the above Act. The meeting was duly adjourned for a month under the Alehouse Licensing Act (9 Geo. 4, c. 61), and the beer seller has given the twenty-one days' notice of application at the adjournment. May I trouble you to give your opinion whether the certificate can be legally granted at the adjournment? A SUBSCRIBER.

86. **TEN YEARS' CLERKS.**—Would some of your numerous readers kindly say if it is absolutely necessary for a ten years' clerk to pass a preliminary examination, and, if so, what are the subjects he is to be examined upon? A. B.

87. **MARITIME LAW.**—A. holds nine shares of a vessel, and mortgages them to B. B. is entered on the register as mortgagee of these shares. The ship has been insured. A. dies, and the vessel gets lost about the same time. The mortgagee calls up A.'s share of the insurance money, but is refused it by the ship's husband on the ground that his receipt for it would not be a valid one, and that A.'s administrators are the proper parties to receive it. Question: Would the ship's husband, under the circumstances, be safe in taking a receipt from B. for A.'s share of the insurance money without his indemnifying him against any future claim that might be made by A.'s administrators? An answer in your next by a correspondent would oblige. I. H. E.

Answers.

(Q. 76.) **MORTGAGE.**—It appears to me that B. can only assign the residue of the term of 500 years. The fee simple was not conveyed to him; by what means, therefore can he grant that? Certainly the power of sale seems to favour that idea, but the assignment and the power are two repugnant clauses, and the rule is that if there be a repugnancy, the first words in a deed and the last words in a will shall prevail. I. H. C.

—Allow me to call the attention of S. Z. R. and W. P. to the 23 & 24 Vict. c. 145, ss. 15, 16, and 32, which seem to have escaped their consideration, and to leave this query in a state of considerable doubt. ADVOCATE.

(Q. 77.) **LANDLORD AND TENANT.**—The question in cases like this is *quo animo* the rent and keys were received, and what the real intention of both parties was. In the case of *Phene v. Popplewell*, 6 L. T. Rep. N. S. 247, it was held, that acceptance of the keys by the landlord, together with the other acts therein specified, "amounted to a surrender by operation of law, and, therefore, no rent could be recovered which might become due after the keys were left with him." I think the landlord could not succeed with a *plea ignorancia legis*. I. H. C.

(Q. 78.) **ARTICLED CLERK.**—I beg to refer "W. O." to the case of *Ex parte Walter Peppercorn*, 14 L. T. Rep. N. S. 252, which is the only case I can find relating to the subject of his query: (See also the 10th section of 23 & 24 Vict. c. 127). I. H. C.

(Q. 79.) **REPAIRING FENCES.**—If B. had, by user, obtained a prescriptive right to the use of the wall, I think an action might be maintained against A. for the

damage. In the absence of that right, the case of *Churchill v. Evans*, 1 Taunt. 529, decides that "where two persons are possessed of adjoining closes, neither being in any obligation to fence, each must take care that his cattle do not enter the land of the other." Which leads one to presume that he should fence his own land. I. H. C.

(Q. 80.) EXECUTION.—A's remedy, if the company could not pay its debts, would be by petition to have the company wound-up; or perhaps he might proceed under the 61st section of the Common Law Procedure Act 1854, and obtain an attachment of all rent due from the lessees. I. H. C.

(Q. 81.) CRIMINAL LAW.—According to the facts stated in this query, C. D. is not liable to any criminal proceeding at the instance of A. B. It should always be borne in mind that concealment and secrecy constitute the very essence of the offence of embezzlement. The bare nonpayment of money received on behalf of another would not be considered in law as an act of embezzlement, if its receipt were accounted for in the ordinary and usual manner, and there was no denial or concealment of the fact: (*Sleigh's Criminal Law*, p. 61.) W. H. F.

(Q. 82.) SALE BY SHERIFF.—In the table of fees to be taken by sheriffs, under sheriffs, sheriff's agents, bailiffs and others, the officers or ministers of sheriffs in England and Wales, pursuant to the statute, 1 Vict. c. 55, is the following item:—"For every sale by auction, notwithstanding the defendant should become bankrupt or insolvent, where the property sold does not produce more than 300*l.*, 5 per cent., 400*l.* 4 per cent., 500*l.* 3 per cent., and where it exceeds 500*l.*, 2*½* per cent. (*Gray's Attorney's Practice*, 9th edit., p. 516.) W. H. F.

LAW LIBRARY.

An Historical Sketch of the French Bar, from its Origin to the Present Day. By ARCHIBALD YOUNG, Advocate. Edinburgh: Edmonston and Douglas.

(Concluded from page 345.)

Numerous anecdotes are related by Mr. Young of the great advocates who appeared in the first history of the Bar. From the very earliest times they were distinguished for their independence and courage, never fearing to face the sovereign in defence of the rights of the subject. Here is one of Louis Servin in 1620:

Louis Servin, first simple advocate and subsequently Advocate-General, was highly distinguished for his eloquence and for his resolute and independent spirit. When Louis XIII. came to hold a *lit de justice* in Feb. 1620, in order to compel the registration of certain edicts which the Parliament had declined to register, Servin addressed him in the following plain-spoken terms: "Sire, we hold it very strange that your Majesty proceeds to the registration of our edicts by so extraordinary a method as to come to your Court of Parliament, contrary to the ancient forms preserved from time immemorial. . . . To-day, seduced by evil councils, you come into your court, to deprive us of the means of deliberating with freedom of conscience. . . . If the presence of your Majesty compels us to pass beyond all these considerations, it shall be under protestation." Six years after Louis held another *lit de justice*, to procure the registration of eight edicts which had in view the creation and revocation of certain offices, and the establishment of taxes upon a number of articles of consumption. Cardinal Richelieu, the author of the edicts, was present; but Servin, who spoke for the Procureur-General, was not on that account the less free in his remonstrances. He had just pronounced the words, "You will acquire a more desirable glory by gaining the hearts of your subjects, than by subduing your enemies," when he was seized with apoplexy, and fell expiring at the feet of the king, and in the presence of the Parliament, on whose behalf he was protesting against the royal edicts. He died on the field of honour in March, 1626.

Among the most famous of the names that distinguished the French Bar previously to the Revolution is that of D'Aguesseau, who was born at Limoges in 1668, and appointed King's Advocate at the early age of twenty-one. He was Advocate-General at thirty-two, and Chancellor at forty-eight. Of him it is reported, that his first discourse as Advocate-General had for its subject the independence of the Bar, of which he is a magnificent eulogiser.

In it occur these words, so often quoted: "It is an order as ancient as the magistracy, as noble as virtue, as necessary as justice; it is distinguished by a character which is peculiar to itself, and it alone always maintains the happy and peaceful possession of independence." Of the advocate he says: "Free, without being useless to his country, he devotes himself to the public without being a slave to it, and condemning the indifference of the philosopher who seeks independence in indolence, he laments the misfortune of those who only enter upon public duties at the expense of their liberty." D'Aguesseau pronounced

another famous oration in 1699, on "The Causes of the Decay of Eloquence," which is deserving of attentive perusal; and, in 1716, composed instructions for the use of his son, which treat specially of the science of law, and in which he particularly recommends the study of the pleadings of the most eminent counsel, and attendance at the conferences of the order of advocates, as the best means of forming a young orator and a young magistrate.

Of Normand, another great name, it is reported that nothing could persuade him to take up a cause which he believed to be unjust, and his scrupulous accuracy with regard to what he asserted was so well known that the judges used to say of him, "Believe a fact at once when Normand attests it." Still more celebrated was his contemporary Cochin, who was numbered on the roll of advocates at the age of nineteen. After one of his great speeches, Normand remarked to him that he had never heard anything so eloquent, to which Cochin, with true French grace, replied, "It is evident, sir, that you do not belong to the number of those who hear themselves."

Of Gerbier, another great advocate of the eighteenth century, it is said that he once received a fee of 4000*l.* from the company of the Indies, and a fee of 20,000*l.* from a Sieur cadet whose cause he had successfully pleaded.

The Bar, as an order of the State, was swept away in the torrent of the Revolution, its last defender being, strangely enough, no less a personage than Robespierre, whose speech may at no distant future be applicable to ourselves.

The resolution putting an end to it was passed upon the report of an advocate of Lyon named Bergasse, who had previously acquired considerable reputation at the Bar. His report of 17th Aug. 1789, concludes in the following terms: "Every one shall have the right of pleading his own cause himself, if he thinks proper; and in order that the office of advocate may be as free as it ought to be, advocates shall cease to form a corporation or an order, and every citizen having made the necessary studies and submitted to the necessary examinations, shall have the right to exercise that profession: he shall be bound to answer for his conduct only to the law." Strange to say, none of the advocates in the Constituent Assembly stood up in defence of the Bar, and the laws of 16th Aug. and 2nd Sept. 1790, abolished the order of advocates. One orator only defended them in the Assembly, and that orator was Robespierre, with whose true and prophetic, as well as eloquent words, we close the present chapter. "The Bar," he said, "seems still to display liberty exiled from the rest of the world; it is there that we still find the courage of truth which dares to proclaim the rights of the weak and oppressed against the powerful oppressor. The exclusive power of defending citizens shall be conferred by three judges and by three lawyers. In that case you will no longer behold in the sanctuary of justice those men of deep feeling capable of rising to enthusiasm in behalf of the cause of the unfortunate, those independent and eloquent men, the support of innocence and the scourge of crime. They will be repelled, but you will have welcomed lawyers without delicacy, without enthusiasm for their duties, and only urged on in a noble career by sordid considerations of interest. You mistake, you degrade functions precious to humanity, essential to the progress of public order; you close that school of civic virtues where talent and merit learned, while pleading the cause of citizens before the judge, to defend thereafter that of the people in the legislative assemblies."

Many members of the Bar were prominent in the Revolution itself. Foremost among them was M. Giraud, who belonged to the provincial bar—that of Bordeaux. His public career, brilliant as it was, lasted only four years. He led the Revolution, but was speedily trodden down by it when he was reluctant to go on. So it will doubtless be with the revolution now in progress among ourselves. He advocated extreme counsels until it was too late to fall back upon moderate measures. The result is thus described:

After the passing of the laws abolishing their order, the former advocates endeavoured to maintain some bond of union among themselves, in hope of better times. But of the 600 names on the roll of 1789, many gave up the Profession, about forty-six accepted some of the newly constituted judicial appointments; and others were elected members of the National Assembly, among whom were Tronchet, Target, Camus, Martineau, Hutteau, Sanson, and Treillard. There remained about 150, who, while accepting the new designation of *hommes de loi*, were yet united into a sort of voluntary association, preserving the ancient

customs and discipline. They carefully avoided mixing themselves up with the intruders, without talent, and often without morality, who came forward to practise before the new tribunals. Among the most distinguished in this group of former advocates we find the names of Delamalle, Bellart, Berryer, Billecoq, Delacroix-Frainville, Gairal, and Gicquel.

Here we must pause. Perhaps, if leisure should permit, we may resume this interesting book, to trace the fortunes of the French Bar from its re-establishment by Napoleon the Great to the present time.

A Treatise on the Law and Practice as to Receivers appointed by the Court of Chancery. By WM. WILLIAMSON KERR, Barrister-at-Law. London: Maxwell.

It will probably surprise the reader to learn that the law relating to receivers in the Court of Chancery is sufficiently large to fill a volume exceeding two hundred pages, and still more that a number of persons are to be found interested in that law sufficient to justify the dedication to their service of a distinct treatise. Those of the Profession who are dealing practically with the law of receivers will thank Mr. Kerr for the great assistance he has in these pages given to them, and it may be safely prophesied that no receiver or person having to advise the appointment of a receiver, or to be the legal adviser of the receiver when appointed, will fail to possess himself of a work which gives such careful and minute instructions what is to be done and to be avoided.

Mr. Kerr commences by a brief statement, which we will cite as a good specimen of his composition, of

THE PRINCIPLES ON WHICH A RECEIVER IS APPOINTED BY THE COURT OF CHANCERY.

The jurisdiction of the Court of Chancery to appoint a receiver has been assumed for the advancement of justice, and is founded on the inadequacy of the remedy to be obtained in the courts of ordinary jurisdiction. There are few cases that can be stated in which the court has not jurisdiction where it is essential to the justice of the case to interfere by appointing a receiver. If the remedy afforded by the courts of ordinary jurisdiction is inadequate for the purposes of justice, the Court of Chancery will, on a proper case being made out, *ex debito justitiæ*, appoint a receiver.

A receiver is an indifferent person between the parties appointed by the court to collect and receive the rents, issues, and profits of land, or the produce of personal estate, or other things in question pending the suit, which it does not seem reasonable to the court that either party should do; or where a party is incompetent to do so as in the case of an infant. A receiver can only be properly granted for the purpose of getting in and securing funds which this court at the hearing, or in the course of the cause, will have the means of distributing among the persons entitled to those funds.

The object sought by the appointment of a receiver may be generally described to be to provide for the safety of property, pending the litigation which is to decide the right of litigant parties, or during the minority of infants, or to preserve property in danger of being dissipated or destroyed by those to whom it is by law entrusted, or by persons having immediate but partial interests therein.

The appointment of a receiver is a matter resting in the sound discretion of the court. In exercising its discretion the court proceeds with caution, and is governed by a view of the whole circumstances of the case. No positive or unvarying rule can be laid down as to whether the court will, or will not interfere by this kind of *interim* protection of the property. Where, indeed, the property is as it were *in medio*, in the enjoyment of no one, the court can hardly do wrong in taking possession. It is the common interest of all parties that the court should prevent a scramble. Such is the case where the receiver of property of a deceased person is appointed pending a litigation as to the right of probate or administration. No one is in the actual enjoyment of property, so circumstanced, and no wrong can be done to anyone by taking and preserving it for the benefit of the successful litigant. But where the object of the plaintiff is to assert a right to property of which the defendant is in enjoyment, the case is necessarily involved in farther questions. The court, by taking possession at the instance of the plaintiff, may be doing a wrong to the defendant; in some cases an irreparable wrong. If the plaintiff should eventually fail in establishing his right against the defendant,

the court may, by its *interim* interference, have caused mischief to the defendant for which the subsequent restoration of the property may afford no adequate compensation. In all cases therefore where the court interferes by appointing a receiver of property in the possession of the defendant, before the title of the plaintiff is established by decree, it exercises a discretion to be governed by all the circumstances of the case. Where the evidence on which the court is to act is very clear in favour of the plaintiff, there the risk of eventual injury to the defendant is very small, and the court does not hesitate to interfere. Where there is more of doubt, there is of course more of difficulty. The question is one of degree, as to which, therefore, it is impossible to lay down any precise or unvarying rule.

The duty of the court upon a motion for a receiver is merely to protect the property in the meantime for the benefit of those persons to whom the court at the hearing of the cause, when it will have before it all the evidence and materials necessary for a determination, shall think it properly belongs. On motion for a receiver the court will not prejudice the cause. The court does not in appointing a receiver say what view it shall take at the hearing. On motion for a receiver the court has not to consider the question of what may be the result at the hearing, nor whether the time may not come when on a different state of things the court would appoint a receiver. In dealing with the applications the court is bound not to go out of its way in order to give the plaintiff an opportunity of obtaining previously to the hearing the opinion of the court upon the subject-matter of the suit. The court is bound to express its opinion only so far as it is necessary to show the grounds on which the interlocutory motion is disposed of. It is the duty of the court to confine itself strictly to the point upon which it is called upon to decide, and not to go into the merits of the case. The court will give no encouragement to any attempt to obtain its decision on important questions before the hearing. The court, will not, indeed, appoint a receiver at the instance of a person whose right is disputed, where the effect of the order would be to establish the right, even if the court be satisfied that the person against whom the demand is made is fencing off the claim.

In determining whether it shall appoint a receiver, the court deals with the case as it appears upon the pleadings and evidence, and stands on the record. If the court is satisfied upon the materials it has before it that the relief prayed by the bill will be given when a decree is pronounced, and that it is necessary or expedient to secure the property until the hearing, there is a case for the appointment of a receiver. If it appears to the court that the plaintiff has established a good *prima facie* equitable title, and that the property, the subject-matter of the suit, is in danger if left in the possession of the party against whom the receiver is prayed until the hearing, or, at least that there is reason to apprehend that the plaintiff will be in a worse situation, if the appointment of a receiver be delayed, the appointment of a receiver is almost a matter of course. If there is no danger to the property, and no fact is in evidence to show the necessity or expediency of appointing a receiver, a receiver will not be appointed, unless there be some other equity in the case to support the application. The mere allegation of danger to the property is not sufficient, if the court is satisfied that no loss need be apprehended. If, however, it be the true and necessary result of the pleadings as they stand, that the property is in danger, or that loss may be apprehended, there is a case for a receiver.

It is not, however, necessary, to entitle a party to the appointment of a receiver, that the property in question should appear to be in danger unless the appointment be made. It is enough that a good equitable title be made to appear, and that the remedy at law should not fulfil the requisitions of justice. A receiver accordingly may, on a proper case being made out, be appointed to raise the arrears of an annuity, or a rentcharge; so, also, an equitable mortgagee may have a receiver appointed if the payment of interest on his security be in arrear; so, also, if a person takes the conveyance of a legal estate, subject to equitable interests, he must satisfy these equitable interests, or submit to the appointment of a receiver.

The court, on the application for a receiver, always looks to the conduct of the party who makes the application, and will refuse to interfere unless his conduct has been free from blame. Parties who have acquiesced in property being enjoyed against their own alleged rights cannot come to the court for a receiver.

The record should be in such a state as will enable the judge to determine who is to take out of court the fund which the appointment of the receiver shall have brought into court. But if the court sees that there is a case upon the record for

the appointment of a receiver, it is no sufficient answer that the record is not perfect as to particulars, and is not in the shape in which the court may find it necessary that it should be placed in order to administer complete justice. If the objection is a formal one, and such as may be removed by amendment, it will not stay its hand on account of any such objections. Objections to the bill on the ground of misjoinder, multifariousness, or want of parties, are no answer on the application for a receiver, if a case for the appointment of a receiver be shown.

If the subject of the suit in respect of which a receiver is sought is a matter of public interest, the Attorney-General should be made a party.

When the original bill had been answered, it was held that the pendency of a plea to the amended bill did not prevent a motion for a receiver.

If certain statements in the bill and affidavits are relevant to the relief asked, the court will not on motion, allow exceptions to be taken to them. Where, for instance, on bill for a receiver alleging that the executor was of bad character and drunken habits, the court would not, on the motion for a receiver, allow exceptions for scandal and impertinence.

If a receiver is asked for generally, the court may grant the prayer as far as is proper, or in a limited form.

The court has jurisdiction to appoint a receiver, pending litigation in a foreign court.

The appointment of a receiver operates as an injunction. An order for an injunction is always more or less included in an order for a receiver. It is not necessary, if a receiver be appointed, to go on and grant an injunction in terms; but in cases where persons in a fiduciary character have miscondacted themselves, the court will often grant an injunction as well as a receiver, not because an injunction is necessary to prevent a party from receiving when a receiver is once appointed, but for the purpose of marking its sense of the conduct of the parties who have miscondacted themselves.

The court may abstain from appointing a receiver on the submission of the defendant to submit to a certain order to pay the moneys into court, or to deal with the moneys as the court shall direct.

The order appointing a receiver should state distinctly on the face of it over what property the receiver is appointed, or else refer to the pleadings or some document in the cause which describes the property. It usually directs the receiver to pass his accounts from time to time, and to pay the balance found due from him into court to the credit of the cause, to be there invested and accumulated, or otherwise, as may be directed.

If the appointment of a receiver is over real or leasehold estate, the order usually directs the parties to the record who are in possession, not as tenants but as owners, to deliver up to him the possession.

If tenants are in possession of real or leasehold estates over which a receiver is appointed, the order should direct them to attorn, and pay their rents in arrear and the growing rents to the receiver, but this direction should be omitted when the estates are out of England.

If the property over which a receiver is appointed is outstanding personal estate, the order should direct the parties in possession of such estate to deliver over to the receiver all such estate, and also all securities in their hands for such estate or property, together with all books and papers relating thereto.

The court may, at its discretion, deal with the costs of the motion for a receiver at the time of the application, or the costs of the application may be ordered to be costs in the cause.

The costs of the motion for a receiver are sometimes reserved until the hearing, even although the application is refused.

He proceeds then to set forth succinctly the cases in which a receiver will be appointed: that is to say in the case of infants, of executors and trustees; pending litigation as to probate; between mortgagor and mortgagee; debtor and creditor; vendor and purchaser; covenantor and covenantee; public companies; tenant for life and remainderman; partnership; bankruptcy; lunacy; tenants in common; and, lastly, of parties in possession of real estate under a legal title.

The 3rd chapter sets forth over what property a receiver may be appointed; the next, who may be appointed a receiver; and then successive chapters treat of the mode of appointment; its effect; the powers and duties of the receiver; his salary and allowance; his accounts; his discharges; his liabilities and rights; and a final chapter states the law relating to managers and consignees.

To all lawyers interested in its subject-matter it will be an invaluable work.

LEGAL OBITUARY.

E. C. EGERTON, ESQ., M.P.

THE late Edward Christopher Egerton, Esq., M.P., of Mountfield Court, Sussex, barrister-at-law, who died at Baveno, in Italy, on the 27th ult., in the fifty-fourth year of his age, was the fourth son of the late Wilbraham Egerton, Esq. (many years M.P. for Cheshire) by Elizabeth, second daughter of the late Sir Christopher Sykes, Bart., M.P., and brother of William, first Lord Egerton of Tatton. He was born at Tatton Park, Cheshire, in July 1816, and was educated at Harrow and at Christ Church, Oxford, where he graduated B.A. in 1837; he afterwards obtained a fellowship at All Souls College, and graduated B.C.L. in 1841. He was called to the Bar at the Inner Temple in 1840, and was a magistrate for Hants and Sussex, and a deputy-lieutenant for the county of Chester. In July 1850 he was an unsuccessful candidate for Chester; but in 1852 he was returned for Macclesfield, and continued its representative until the general election in 1868, when he was returned in the Conservative interest for East Cheshire without opposition. When Lord Derby formed his third Government in July 1866, Mr. Egerton was appointed Under Secretary for Foreign Affairs, and this office he retained until Mr. Disraeli resigned the Premiership in Dec. 1868. The deceased gentleman, who was a director of the Great Northern Railway Company, married in 1845 Lady Mary Frances, daughter of Charles Herbert, second Earl Manvers, and has left issue two sons and four daughters.

R. W. BENNETT, ESQ.

(Of Altrincham and Manchester).

We have to record the death of the above-named gentleman, who had for many years been very prominent in public matters connected with Mid-Cheshire and with Manchester. Mr. Bennett died on Sunday, Aug. 22nd 1869, at the age of 56. He took his certificate as a solicitor in Easter Term 1836, and went into partnership with his brother, Mr. Edward Bennett. On the death of the latter in 1850, Mr. R. W. Bennett continued to practise as a solicitor in Manchester on his own account, and has continued up to the present time in the old offices in Kennedy-street. Somewhat more than twenty years ago he went to reside in Timperley, and after a few years removed to the Poplars, in Norman's Place, Altrincham, where he died. In connection with Altrincham and district, he not only practised as a solicitor at the local courts, but took an active part in various public affairs. He was a member of the Local Board of Health for several years, soon after it was first created. He took a prominent part in getting up a requisition to Government for an enquiry into the means of supplying Altrincham with water. Mr. Rawlinson, C. E., was sent down, and it was found that the water which was proposed to be taken from the Moss was not good enough. A scheme was then projected for the erection of reservoirs, but before it had made much progress Mr. Bennett brought out the scheme of the North Cheshire Water Company to procure a supply from Manchester, which speedily superseded the more costly reservoir scheme. This was in 1857. In Feb. 1858 the North Cheshire Company supplied Ashton-on-Mersey and Sale. In a few months afterwards the supply was extended to Altrincham, Bowdon, Timperley, and Dunham Massey. To that scheme is due an abundant supply of good water at a moderate price, whilst at the same time, the company has been prosperous and the shareholders have realised good dividends. Subsequently, Mr. Bennett was the leading spirit in forming the Knutsford Water Company, which ultimately in 1864 was incorporated with the Gas Company. Mr. Bennett was extensively employed in connection with the promotion of various railway lines. He was the solicitor employed in connection with the establishment of the Cheshire Midland Railway, and in procuring their bills of 1859, 1860-61. He was also successful in obtaining the bills for West Cheshire Railway in 1861-2, and for the Macclesfield and Warrington Railway in 1864-5. In 1864 he procured the Act for the North Cheshire Water Company, which up to that time had been conducted under the Limited Liability Act. Mr. Bennett had the respect of a large circle of friends.

LEGAL NEWS.

The Prussian Minister of Justice, M. Leonhardt, has decided on the scheme for a penal code, which he has just published, to retain the penalty of death for three categories of crimes—high treason, serious violence against a sovereign, and assassination. This proposition will excite considerable antagonism among the Liberal party. The great majority of the people (at least the educated portion) incline to the entire suppression of capital punishment. M. Leonhardt himself is not a strong advocate of this punishment, but he fears

to wound the susceptibilities of a powerful party by breaking away from old traditions.

WILLS AND BEQUESTS.—The will of Lord Justice Selwyn, P.C., LL.D., was proved in the London Court under 100,000l. personality.—The will of John Druce, Esq., solicitor, of 10, Billiter-square and Dulwich-common, was proved under 60,000l.—The will of Richard William Jennings, Esq., proctor and notary, 18, Bennett's-hill, Doctors'-commons, was proved under 10,000l.—The will of Ebenezer Ball Brown, Esq., money dealer, bill and discount broker, was proved under 50,000l.—The will of Mr. Garcia, fruit salesman, Centre-row, Covent-garden Market, was proved under 10,000l.—The will of Mr. Jesse Lee, meat salesman, Leadenhall-market and Forest-hill, was proved under 12,000l.—The will of Mr. Walter Smith, tanner, Bermondsey and Hemel Hempstead, was proved under 40,000l.—The will of the Right Hon. Edward John, Baron Stanley of Alderley, P.C., was proved, in the London Court, on the 19th inst., under 70,000l. personality. The will is dated Jan. 6, 1864. The testator has bequeathed his moneys, stocks, funds, and certain other securities, to his wife for her life, and afterwards to her children (except the eldest son), as she may appoint. He bequeaths to his relict, who is the daughter of the thirteenth Viscount Dillon, beyond the jointure under settlement, two annuities amounting to 1000l. a year; and to each of his younger children, in addition to any provision under settlement, a legacy of 3000l., and an annuity of 200l. He bequeaths to his agent, Mr. Simpson, 200l., and to his butler, John Rose, 30l. a-year. He leaves to his relict for her life the freehold premises in Dover-street, Piccadilly, and, after her decease, to his eldest son and his issue; and bequeaths all other his freeholds in like manner. The residue of his personal estate he leaves to his son, the present baron, absolutely.—The will of Lieut.-Gen. Sir Robert Garrett, K.C.B., K.H., colonel of the 43rd Foot, of 40, Pall Mall, and Ellington, Isle of Thanet, was proved in London, under 25,000l. personality, by his son, Alexander R. Garrett, Esq., and Lieut.-col. John Williamson, his son-in-law. He leaves to his stepdaughter, Louisa Amelia Wilhelmina Williamson, a legacy of 1000l.; to his brother, the Rev. Thomas Garrett, 1000l.; to his executors, 100l. each; and to his said son Alexander a legacy of 1000l., and leaves him his real estate and the residue of his personal estate, and to his children, as his said son may appoint.—The will of Sir Charles Hay Seton, Bart., of Abercorn, Linlithgow, was proved, in London, under 60,000l., by his only son and successor, Sir Bruce Maxwell Seton, Bart.—The will and two codicils of Mrs. Sophia Deacon, late of Mableton, near Tonbridge, widow, deceased, were proved in the Court of Probate on the 20th ult. The effects are sworn under 140,000l.—The will of the late Mr. Daniel Meinertzhagen, of Wimbledon, was proved, at London, by his brothers-in-law, Mr. G. S. Walters and Mr. Alfred Castellain, two of the executors. The will is dated in 1858, and the personality in England is sworn under 140,000l.—The wills of the under-mentioned have just been proved, viz.:—Thomas Bottrill, Esq. (London Court), under 20,000l.; he has left charitable bequests to several schools belonging to the Church of England; Robert Heywood, Esq. (Manchester), under 140,000l.; John Firth, Esq., Wakefield, under 140,000l.; William Moore, Esq. (Staffordshire), under 70,000l.—Irish probate of the will of the Right Hon. Arthur James Plunkett, Earl of Fingal, K.P., P.C., of Killeen Castle, Meath, Ireland, and of Woolhampton Lodge, Berks, was sealed in Her Majesty's Court of Probate, in London on the 14th ult., the personality being sworn under 70,000l. His Lordship died on April 21 last, at his London residence, 47, Montague-square, aged seventy-eight, leaving five sons and one daughter.—The will of the Right Hon. Sir John Cam Hobhouse, Baron Broughton, G.C.B., P.C., F.R.S., of Broughton Gifford, Wiltshire, and 42, Berkeley-square, was proved in London on the 29th ult., and the personality sworn under 250,000l. The executors are the Right Hon. William Nathaniel Massey, one of the members of the Supreme Council of India, Henry Danby Seymour, Esq., and William Phelps, Esq., solicitor, London. To Mr. Massey he leaves 500l.; Mr. Seymour and Mr. Phelps, each 200l.; and to Mr. Phelps a further legacy of 3000l. The will bears date April 11, 1865; a codicil July 28, following; and a second codicil Jan. 28, 1867. His Lordship died June 3 last, aged eighty-three, without male issue; and the barony becomes extinct. He is succeeded in the baronetcy by his nephew, now Sir Charles Parry Hobhouse, Bart. His Lordship had held many Ministerial appointments. He has by his will directed that his diaries, manuscripts, correspondence, and other papers, both official and private, may be delivered to the trustees of the British Museum, to be kept without examination until the year 1900, when, if desirable, they may be published; and, by a codicil, he desires that such as relate to the business of the State, and more particularly

to the sovereign under whose orders they were written, shall not be made public without the sanction of the reigning sovereign. The testator has made a liberal provision for his two daughters, Charlotte, wife of Col. Dudley Wilmet Carleton (Coldstream Guards), and Sophia, wife of the Hon. John S. Jocelyn, second son of the present Earl of Roden. His books and plate and the residue of his property are to be held as heirlooms by the person beneficially entitled to the real estate.

THE GAZETTES.

Professional Partnership Dissolved.

Gazette, Aug. 27.

BARTHOLOMEW, WILLIAM, and BIGGS, CHARLES OLIVIER, attorneys and solicitors, Gray's-inn-pl, Gray's-inn. Aug. 26

Bankrupts.

To surrender at the Bankrupts' Court, Basinghall-street.

Gazette, Sept. 3.

AITKIN, HENRY PAUL, working smith, Ely-pl, Kingsland-rd. Pet. Aug. 21. Reg. Pepps. O. A. Graham. Sur. Sept. 17.
APPLETON, JAMES, out of business, Fulham-rd. Pet. Aug. 23. Reg. Roche. O. A. Parkyns. Sol. Reed, Guildhall-chambers. Sur. Sept. 16.
BERNSTEIN, DAVID, commercial traveller, Brownlow-rd, Dalston. Pet. Sept. 1. Reg. Pepps. O. A. Graham. Sol. Murray, Great St. Helen's. Sur. Sept. 17.
BROOKS, JOHN, builder, Gurney-st, Walworth. Pet. Aug. 31. Reg. Roche. O. A. Parkyns. Sol. Shiers, New-inn, Strand. Sur. Sept. 16.
BURGESS, ROBERT HENRY, collector, Angel-rd, Hammersmith. Pet. Aug. 30. Reg. Pepps. O. A. Graham. Sol. Cooke, Gresham-bdgs. Sur. Sept. 21.
BURBIDGE, CHARLES, grocer, High-cross, Tottenham. Pet. Sept. 1. Reg. Pepps. O. A. Graham. Sol. Holmes, Fenchurch-st. Sur. Sept. 17.
CHILD, WILLIAM, grocer, Two Waters, Hertfordshire. Pet. Aug. 23. Reg. Roche. O. A. Parkyns. Sol. Hope, Ely-pl, Holborn. Sur. Sept. 16.
GOULDING, MICHAEL, outfitter, Tickford-ter, Victoria-dock-rd. Pet. Aug. 31. Reg. Roche. O. A. Parkyns. Sol. Breden, Union-st, Old Broad-st. Sur. Sept. 16.
GRAVES, JOHN, out of business, Grotes-pl, Blackheath. Pet. Sept. 1. Reg. Pepps. O. A. Graham. Sols. Courtney and Co., Gracechurch-st. Sur. Sept. 17.
HARRIS, THEOPHILUS, bill broker, Clement's-inn; trading as Henry Harris Mountford and Co. Pet. Aug. 31. Reg. Roche. O. A. Parkyns. Sol. Johnson, Bedford-row. Sur. Sept. 16.
HOWE, JOHN, baker, Belle Vue-rd, Wandsworth-common. Pet. Aug. 11. Reg. Roche. O. A. Parkyns. Sol. Cordwell, College-hill. Cambridge. Sur. Sept. 16.
HUGHES, CHARLES HENRY, builder, Cologne-rd, and All Farthing-lane, Wandsworth. Pet. Aug. 13. Reg. Roche. O. A. Parkyns. Sols. Morris, Stone, Townson, and Morris, Finsbury-circus. Sur. Sept. 14.
JAMES, GEORGE, in Inland Revenue Department. Tiviot-st, Poplar. Pet. Aug. 30. Reg. Roche. O. A. Parkyns. Sol. Wood, Basinghall-st. Sur. Sept. 16.
KEEBLE, EDWIN, printer, Oliff-pl, Camden-ter. Pet. Sept. 1. Reg. Pepps. O. A. Graham. Sol. Smith, Serjeant's-inn. Sur. Sept. 17.
LAWRENCE, DAVID WILLIAM, tobacconist, Church-st, Kensington. Pet. Aug. 23. Reg. Roche. O. A. Parkyns. Sol. Lawrence, Lincoln's-inn-fields. Sur. Sept. 16.
MERGIN, WILLIAM, messenger to a jeweller, Castle-st, Holborn. Pet. Aug. 23. Reg. Roche. O. A. Parkyns. Sol. Lawrence, Lincoln's-inn-fields. Sur. Sept. 16.
NODDLE, THOMAS, fishmonger, Lamb's Conduit-passage, Red-Lion-sq. Pet. Aug. 31. Reg. Roche. O. A. Parkyns. Sol. King, Sunk-lane, Cannon-st. Sur. Sept. 16.
NOWELL, EDWARD, attorney's clerk, Marylebone-rd. Pet. Aug. 30. Reg. Roche. O. A. Parkyns. Sol. Rodwell, Edgware-rd. Sur. Sept. 16.
PICKFORD, WILLIAM, grocer, Landport. Pet. Aug. 24. Reg. Roche. O. A. Parkyns. Sols. Carter and Bell, Leadenhall-st. Sur. Sept. 17.
POLETTI, STEPHEN, beer retailer, Westminster-bridge-rd. Pet. Aug. 31. Reg. Brougham. O. A. Paget. Sol. Watson, Basinghall-st. Sur. Sept. 21.
UPTON, SAMUEL, journeyman wheelwright, Alperton, Harrow. Pet. Aug. 30. Reg. Roche. O. A. Parkyns. Sol. Watson, Basinghall-st. Sur. Sept. 16.
RICHARDS, WILLIAM, coach smith, Northumberland-mews, Marylebone, and Robert-st, Hampstead-rd. Pet. Aug. 23. Reg. Roche. O. A. Parkyns. Sol. Lawrence, Lincoln's-inn-fields. Sur. Sept. 16.
TICKNER, EBENEZER, grocer, Crescent-rd, Plumstead. Pet. Aug. 13. Reg. Roche. O. A. Parkyns. Sol. Buchanan, Basinghall-st. Sur. Sept. 16.
TURNER, PETER, dealer in preserved provisions and confectionery, Peckham-grove, Peckham. Pet. Aug. 31. Reg. Roche. O. A. Parkyns. Sol. Cooke, Gresham-bdgs, Basinghall-st. Sur. Sept. 16.
WHITE, GEORGE, out of business, Church-path, Camberwell. Pet. Aug. 23. Reg. Roche. O. A. Parkyns. Sol. Fisher, Manor-rd, Walworth. Sur. Sept. 16.

To surrender in the Country.

ABRAHAM, FREDERICK, commercial traveller, Southampton. Pet. Aug. 23. Reg. & O. A. Thordike. Sol. Kilby, Southampton. Sur. Sept. 15.
ALLEN, GEORGE LININGTON, licensed victualler, Poole. Pet. Aug. 30. Reg. & O. A. Dickinson. Sol. Barker. Sur. Sept. 14.
ARKESS, GEORGE HENRY, bookkeeper, Everton, near Liverpool. Pet. Aug. 27. Reg. & O. A. Hime. Sol. Parker, Liverpool. Sur. Sept. 15.
BADMAN, JOHN, merchant, Bradford. Pet. Aug. 21. Reg. & O. A. Robinson. Sol. Berry, Bradford. Sur. Sept. 21.
BATE, JAMES, journeyman machinist, Birmingham. Pet. Aug. 30. Reg. & O. A. Guest. Sol. Coleman, Birmingham. Sur. Sept. 17.
BEVIS, JAMES, bricklayer, Hastings. Pet. Aug. 31. Reg. & O. A. Young. Sol. Norris, St. Leonard's-on-Sea. Sur. Sept. 17.
BLUNSON, THOMAS FREDERIC, hosier, Dudley. Pet. Aug. 31. Reg. & O. A. Walker. Sol. Lowe, Dudley. Sur. Sept. 17.
BONERHILL, WILLIAM, journeyman photographer, Birmingham. Pet. Aug. 30. Reg. & O. A. Guest. Sol. Fallows, Birmingham. Sur. Sept. 17.
BRADFORD, CHARLES, machinist, Nottingham. Pet. Aug. 23. Reg. & O. A. Patchitt. Sol. Bell, Nottingham. Sur. Oct. 6.
BROWN, JAMES WEBSTER, cabinet maker, Liverpool. Pet. Aug. 31. O. A. Turner. Sols. Messrs. Forster, Liverpool. Sur. Sept. 14.
BUCHANAN, FREDERICK, engineer, Ashton-under-Lyne. Pet. Aug. 23. Reg. Fardell. O. A. McNeill. Sols. Sale, Shipman, Seddon, and Sale, Manchester. Sur. Sept. 13.
BUTTERFIELD, JOHN, merchant, Manchester. Pet. Sept. 1. Reg. Macrae. O. A. McNeill. Sol. Leigh, Manchester. Sur. Sept. 16.
CARTER, ANN, widow, formerly victualler, Liverpool. Pet. Aug. 27. Reg. & O. A. Hime. Sol. Blackhurst, Liverpool. Sur. Sept. 18.
CHARK, CHARLES, builder, Lower Barton-st, near Gloucester. Pet. Aug. 31. Reg. & O. A. Wilton. Sol. Coren, Gloucester. Sur. Sept. 18.
COTTRILL, JAMES HENRY, out of business, Oldham. Pet. Sept. 1. Reg. & O. A. Hulton. Sol. Gardner, Manchester. Sur. Sept. 18.
CROLEY, JOHN, book maker, Warrington. Pet. Aug. 30. Reg. & O. A. Nicholson. Sol. Bretherton, Warrington. Sur. Sept. 18.
DRIVER, WILLIAM, out of business, Istobock. Pet. Aug. 31. Reg. & O. A. Loeby. Sol. Owston, Leicester. Sur. Sept. 23.
EVANS, BENJAMIN HILL, woollen cloth merchant, Huddersfield. Pet. Aug. 23. O. A. Young. Sols. Hep, Fenton, and Owen, Huddersfield, and Simpson, Leeds. Sur. Sept. 29.
FARRAR, GEORGE, joiner, Bradford, trading as Ducker & Farrar. Pet. Aug. 21. O. A. Young. Sols. Hill, Bradford, and Simpson, Leeds. Sur. Sept. 20.

GILL, CHARLES, chairmaker, Southampton. Pet. Sept. 1. Reg. & O. A. Thordike. Sol. Guy, Southampton. Sur. Sept. 13.
GRIFFITHS, GRIFFITH, shoemaker, Liangrm. Pet. Sept. 1. Reg. & O. A. James. Sol. Hughes, Corwen. Sur. Sept. 23.
HARRY, SAMUEL, engine driver, near Llanwit Station, Llanwit-vardre. Reg. & O. A. Spickett. Sol. Simons, Merthyr Tydfil. Sur. Sept. 15.
HIGNETT, WILLIAM ECCLES, Ormskirk. Pet. Aug. 14. O. A. Turner. Sur. Sept. 13.
JACKSON, JOHN, yeoman, Leeco, near Ulverston. Pet. Aug. 31. Reg. Fardell. O. A. McNeill. Sols. Messrs. Sharp, Lancaster, and Sale, Shipman, Seddon, & Sale, Manchester. Sur. Sept. 23.
JELLYMAN, CHARLES, beerhouse keeper, Wolverhampton. Pet. Sept. 1. Reg. & O. A. Brown. Sol. Turner, Wolverhampton. Sur. Sept. 15.
JOHNSON, HENRY, and JOHNSON, THOMAS, cotton spinners, Rochdale. Pet. Sept. 1. Reg. Macrae. O. A. McNeill. Sol. Storer, Manchester. Sur. Sept. 16.
JOHNSON, STEPHEN, cotton dealer, Liverpool. Pet. Aug. 31. O. A. Turner. Sol. Nordon, Liverpool. Sur. Sept. 15.
JONES, ELIZABETH, butcher, Liverpool. Pet. Aug. 24. Reg. & O. A. Hime. Sol. Blackhurst, Liverpool. Sur. Sept. 18.
JONES, WILLIAM HENRY, iron merchant, Liverpool. Pet. Aug. 31. O. A. Turner. Sols. Evans and Lockett, Liverpool. Sur. Sept. 22.
KER, STEWART, general merchant, Liverpool and Birkenhead. Pet. Aug. 30. O. A. Turner. Sol. Deane, Liverpool. Sur. Sept. 14.
LEHR, WILLIAM, tailor, West Gorton. Pet. Aug. 13. Reg. & O. A. Hulton. Sur. Sept. 13.
LAYCOCK, SAMUEL, hosier, Wakefield. Pet. Aug. 30. O. A. Young. Sols. Harrison & Smith, Wakefield, and Bond & Barwick, Leeds. Sur. Sept. 20.
LEE, JEREMIAH, general dealer, Nantwich and Winsford. Pet. Sept. 1. O. A. Turner. Sols. Evans and Lockett, Liverpool; agents for Jones, Audlem. Sur. Sept. 16.
LINDOP, CHARLES, grocer, Liverpool. Pet. Aug. 24. O. A. Turner. Sol. Nordon, Liverpool. Sur. Sept. 15.
MILNER, JAMES, carpenter, Birmingham. Pet. Aug. 30. Reg. & O. A. Guest. Sol. Fallows, Birmingham. Sur. Sept. 17.
MARSON, WILLIAM, slaughterer, Sheffield. Pet. Sept. 1. Reg. & O. A. Wake & Rodgers. Sol. Micklethwaite, Sheffield. Sur. Sept. 22.
MARNIN, GEORGE, beerseller, Stoke-upon-Trent. Pet. Aug. 31. Reg. & O. A. Keary. Sols. Messrs. Tennant, Hanley. Sur. Sept. 18.
MCNAIR, MARGARET, hosier, South Liverpool. Pet. Aug. 24. O. A. Turner. Sol. Bellinger, Liverpool. Sur. Sept. 15.
MILNER, GEORGE, carpenter, Malmesbury. Pet. Aug. 24. Reg. & O. A. Chubb. Sols. Jones & Forrester, Malmesbury. Sur. Sept. 23.
MINSHALL, WILLIAM, out of business, Stoke-upon-Trent. Pet. Sept. 1. Reg. & O. A. Keary. Sol. Walker, Wellington. Sur. Sept. 18.
MOORE, EDWIN, cordwainer, Taunton. Pet. Aug. 31. Reg. & O. A. Meyler. Sols. Trenchard & Walsh, Taunton. Sur. Sept. 18.
NICHOLSON, ROBERT, painter, Southampton. Pet. Aug. 14. Reg. & O. A. Hulton. Sur. Sept. 15.
OWEN, ROBERT, plasterer, Llandudno. Pet. Aug. 27. Reg. & O. A. Hughes. Sol. Jones, Conway. Sur. Sept. 13.
PAYLOR, THOMAS, innkeeper, Hartlepool. Pet. Aug. 31. Reg. & O. A. Child. Sol. Dobson, Middlesbrough. Sur. Sept. 15.
PHILLIPS, ANN, auctioneer, victualler, Liverpool. Pet. Aug. 27. Reg. & O. A. Hime. Sol. Anderson, Birkenhead. Sur. Sept. 18.
PRITCHARD, JOSEPH, butcher, Bristol. Pet. Aug. 30. Reg. Wilde. O. A. Acraman. Sols. Hill, and Clifton & Moseley, Bristol. Sur. Sept. 13.
REGAN, MARTIN, tailor, Liverpool. Pet. Aug. 30. Reg. & O. A. Hime. Sol. Blackhurst, Liverpool. Sur. Sept. 21.
RICHARDS, DAVID, and RICHARDS, JOHN, out of business, Cardiff. Pet. Aug. 27. Reg. & O. A. Langley. Sol. Morgan, Cardiff. Sur. Sept. 13.
SHAW, THEODORE, bill poster, Hulme. Pet. Sept. 1. Reg. & O. A. Hulton. Sol. Thompson, Manchester. Sur. Sept. 13.
SHAW, WILLIAM, grocer, Birmingham. Pet. Aug. 30. Reg. & O. A. Guest. Sol. Rowlands, Birmingham. Sur. Sept. 17.
SHEEY, JOHN, cutlery manufacturer, Sheffield. Pet. Sept. 1. Reg. & O. A. Wake & Rodgers. Sols. Messrs. Binney, Sheffield. Sur. Sept. 22.
STEWART, WILLIAM, travelling draper, Newcastle-under-Lyme. Pet. Sept. 1. Reg. Hill. O. A. Kinneer. Sols. Dutton, Newcastle, and Wake & Rodgers, Birmingham. Sur. Sept. 13.
STREET, JOHN WILLIAM, carpenter, Bourmouthe. Pet. Aug. 30. Reg. & O. A. Drutt. Sol. Sharp, Christchurch. Sur. Sept. 16.
TOLLEY, SAMUEL, boot maker, Chasewater. Pet. Aug. 23. Reg. & O. A. Carlow. Sol. Carlow & Paul, Truro. Sur. Sept. 15.
TUCKER, JOHN, lithographic printer, Exeter. Pet. Aug. 27. O. A. Carrick. Sol. Friend, Exeter. Sur. Sept. 13.
WALSH, JOHN, colliery insurance agent, Swansea. Pet. Aug. 30. Reg. Wilde. O. A. Acraman. Sols. Press & Inskip, Bristol. Sur. Sept. 13.
WEBB, JOHN, boot maker, Rugby. Pet. Aug. 27. Reg. & O. A. Hubbard. Sol. Overall, Leamington. Sur. Sept. 14.
WHITEHEAD, THOMAS, cattle jobber, Peterborough. Pet. Aug. 31. Reg. & O. A. Gaches. Sol. Deacon, Peterborough. Sur. Sept. 15.
WHITWELL, EDWARD, cabinet maker, Wolverhampton. Pet. Sept. 1. Reg. Hill. O. A. Kinneer. Sol. Stratton, Wolverhampton. Sur. Sept. 15.
WIDDS, WILLIAM, brewer, Ormskirk. Pet. Aug. 30. O. A. Turner. Sols. Forshaw, Goodman, & Hawkins, Liverpool. Sur. Sept. 13.
YEO, WILLIAM, baker, Swansea. Pet. Aug. 31. Reg. Wilde. O. A. Acraman. Sols. Simons & Morris, Swansea, and Mole, Bristol. Sur. Sept. 14.

Gazette, Sept. 7.

To surrender at the Bankrupts' Court, Basinghall-street.

AUSTIN, JOSIAH, licensed victualler, the Bell, Doctors'-commons. Pet. Aug. 30. Reg. Pepps. O. A. Graham. Sol. Perry, Guildhall-chmbs. Sur. Sept. 21.
BALLADUR, WILLIAM, merchant, Walbrook, and Regina-rd, Tottenham. Pet. Sept. 4. Reg. Pepps. O. A. Graham. Sol. Oliversen, Old Jewry. Sur. Sept. 21.
BARNETT, EDWARD MICHAEL, manager to a licensed victualler, Upper-st, Islington. Pet. Sept. 3. Reg. Pepps. O. A. Graham. Sol. Russell, Ludgate-hill. Sur. Sept. 17.
BAXTER, GEORGE, carriage builder, King's-rd, Chelsea. Pet. Sept. 3. Reg. Pepps. O. A. Graham. Sol. Marshall, Lincoln's-inn-fields. Sur. Sept. 17.
BROUGHTON, WILLIAM, bricklayer, Preston cottages, Sutton. Pet. Sept. 1. Reg. Pepps. O. A. Graham. Sols. Lea and Sanders, Barge-yd-chmbs, Bucklebury. Sur. Sept. 17.
BUCKTON, JAMES, commission agent, Croydon. Pet. Sept. 4. Reg. Pepps. O. A. Graham. Sols. Barton and Co., Fore-st. Sur. Sept. 17.
CHARLTON, CHARLES HENRY, attorney-at-law, Farrington-st, and Waterloo-rd. Pet. Sept. 4. Reg. Roche. O. A. Parkyns. Sol. Watson, Basinghall-st. Sur. Sept. 21.
COUZINS, GEORGE, builder, Marion-ter, West Dulwich. Pet. Sept. 4. Reg. Roche. O. A. Parkyns. Sol. Orchard, John-st, Bedford-row. Sur. Sept. 21.
DHONA, JOHN, baker, Prospect-pl, Woolwich. Pet. Sept. 3. Reg. Pepps. O. A. Graham. Sol. Edwards, Bush-lane. Sur. Sept. 17.
GRACH, PHILLIS, widow, boarding-house keeper, Claverton-st, Finsbury. Pet. Sept. 4. Reg. Pepps. O. A. Graham. Sol. Fisher, Manor-rd, Walworth. Sur. Sept. 17.
HAWKINS, JOSEPH, ash handle manufacturer, High-st, and Marlors Orchard, Watford. Pet. Sept. 4. Reg. Pepps. O. A. Graham. Sol. Peverley, Gresham-bdgs. Sur. Sept. 17.
MILNER, JAMES, general carrier, Bames, junr., elastic gusset manufacturers, Arthur-st, Peckham. Pet. Sept. 1. O. A. Paget. Sol. Ryan, Lincoln's-inn-fields. Sur. Sept. 21.
NEAVE, REGINALD EDKINAW, and SCAIFE, REGINALD, machine coopers, Fenchurch-st, London, and Burton-on-Trent, trading as the Machine Coopers. Pet. Aug. 23. Reg. Roche. O. A. Parkyns. Sols. Davidson, Carr, and Bannister, Basinghall-st. Sur. Sept. 21.
PICTET, FRANCIS, printer, Fleet-st, and Wilderness-lane. Pet. Aug. 30. Reg. Roche. O. A. Parkyns. Sol. Edmunds, Fleet-st. Sur. Sept. 21.
POOLE, CHARLES, out of business, Brighton. Pet. Sept. 3. O. A. Paget. Sol. Apps, South-sq, Gray's-inn. Sur. Sept. 21.
RAGO, FREDERICK, out of business, Albert-st, Barnsbury-rd. Pet. Sept. 4. Reg. Pepps. O. A. Graham. Sol. Marshall, Lincoln's-inn-fields. Sur. Sept. 21.
SANGSTER, FERDUS ALLAN, professor of music, Malvern-ter, Hounslow. Pet. Sept. 2. Reg. Pepps. O. A. Graham. Sol. Lawrence, Lincoln's-inn-fields. Sur. Sept. 17.

SIMMONS, THOMAS, general dealer, New-st. Kennington, and Rector-st. Southwark. Pet. Sept. 3. Reg. Roobe. O. A. Parkyn. Sol. Charlton, Waterloo-rd, Lambeth. Sur. Sept. 17.

STURMAN, GEORGE, tobacconist, Church-row, Lillington. Pet. Sept. 1. Reg. Peysa. O. A. Graham. Sol. Steadman, London-wall. Sur. Sept. 17.

VERKRUET, HENRY ANDREAS, out of business, Lincoln-rd, Holloway. Pet. Sept. 4. Reg. Peysa. O. A. Graham. Sol. Evans and Co., John-st, Bedford-row. Sur. Sept. 17.

VOIGT, CHRISTIAN EDWARD, label and show-card maker, St. Mary Axe, and E. 1st, Pall Mall. Pet. Sept. 3. Reg. Peysa. O. A. Graham. Sol. Braithwaite, Guildford-st, Russell-sq. Sur. Sept. 17.

WARD, JOHN PAGE, clerk, City-rd. Pet. Sept. 1. Reg. Peysa. O. A. Graham. Sol. Lawrence, Lincoln's-inn-fields. Sur. Sept. 17.

WINNILL, RICHARD JAMES, butcher, St. Ann-rd, Stepney. Pet. Sept. 3. Reg. Peysa. O. A. Graham. Sol. Evans and Co. John-st, Bedford-row. Sur. Sept. 17.

To surrender in the Country.

BATEMAN, HENRY DOPPING, produce dealer, Liverpool. Pet. May 13. Reg. & O. A. Hime. Sols. Harris and Culshaw, Liverpool. Sur. Sept. 21.

BAYLEY, JAMES, out of business, Tipton. Pet. Sept. 3. O. A. Clarke. Sol. Ebsworth, Wednesbury. Sur. Oct. 7.

BRIGGS, SILAS, farmer, Bristol. Pet. Sept. 1. Reg. & O. A. Robinson. Sols. Terry and Robinson, Bradford. Sur. Sept. 24.

BRUNYATE, PETER, linen draper, Halifax. Pet. Sept. 2. O. A. Young. Sols. Storey, Halifax, and Simpson, Leeds. Sur. Sept. 10.

COKER, WILLIAM, seedsman, Taunton. Pet. Sept. 3. O. A. Carrick. Sols. Trenchard, Taunton, and Rogers, Exeter. Sur. Sept. 20.

COURT, ROBERT, licensed victualler, Liverpool. Pet. Jan. 17. Reg. & O. A. Hime. Sur. Sept. 21.

COX, GEORGE WALTER, grocer, Kirkdale, near Liverpool. Pet. Sept. 2. Reg. & O. A. Hime. Sol. Lupton, Liverpool. Sur. Sept. 22.

CRABH, JOHN, broker, Exeter. Pet. Sept. 2. Reg. & O. A. Daw. Sol. Flood, Exeter. Sur. Sept. 18.

CREAM, MARTIN JOHN, auctioneer, Stoke-upon-Trent. Pet. Sept. 3. Reg. Tudor. O. A. Kinner. Sols. Stevenson, Burton-on-Trent, and Messrs. Hodgson, Birmingham. Sur. Sept. 24.

CROCKER, JOHN FRANCIS, builder, Plymouth. Pet. Sept. 6. O. A. Carrick. Sols. Messrs. Edmonds, Plymouth, and Flood, Exeter. Sur. Sept. 18.

DIXON, JEREMIAH, draper, Salford. Pet. Aug. 13. Reg. Fardell. O. A. McKell. Sur. Sept. 21.

DUNKLEY, JOHN BALKWILL, saddler, Exeter. Pet. Sept. 3. Reg. & O. A. Daw. Sol. Fryer, Exeter. Sur. Sept. 18.

FERGUSON, JOHN LAMONT, builder, King's Norton. Pet. Sept. 1. Reg. Gibson. O. A. Laidman. Sol. Brignal, Durham. Sur. Sept. 22.

FLETCHER, JAMES, bookkeeper, Bradford. Pet. Sept. 1. Reg. & O. A. Robinson. Sol. Hargreaves, Bradford. Sur. Sept. 24.

GIBSON, STOREY, grocer, South Shields. Pet. Aug. 30. Reg. & O. A. Wynn. Sol. Tyzack, South Shields. Sur. Sept. 20.

HAGGIS, HENRY, out of business, Great Yarmouth. Pet. Aug. 17. Reg. & O. A. Chamberlain. Sol. Wiltshire, Great Yarmouth. Sur. Sept. 14.

HOLLOW, JOHN, tin dresser, Nancodan. Pet. Sept. 2. Reg. & O. A. Borlase. Sol. Richards, St. Ives. Sur. Sept. 16.

HOARE, CHARLES, twine and yarn manufacturer, Burton Bradstock. Pet. Sept. 2. O. A. Carrick. Sols. Gundry, Bridport, and Terrell and Petherick, Exeter. Sur. Sept. 21.

HUMPHRIES, BENJAMIN, draper, King's Norton. Pet. Sept. 3. Reg. Tudor. O. A. Kinner. Sol. Rowlands, Birmingham. Sur. Sept. 24.

JACKSON, JESSE EGERTON, grocer, Tranmere. Pet. Sept. 3. Reg. & O. A. Wason. Sol. Downham, Birkenhead. Sur. Sept. 21.

JONES, JOHN, carpenter, Reulish. Pet. Sept. 3. Reg. & O. A. Llewellyn. Sol. Jones, Rhavader. Sur. Sept. 21.

JONES, THOMAS, sen., out of business, Neath. Pet. Sept. 4. Reg. Wilde. O. A. Acraman. Sols. Clifton and Moseley, Bristol. Sur. Sept. 18.

KITSON, LUKE, colliery proprietor, Kirkheaton. Pet. Sept. 4. O. A. Young. Sols. Ibberson, Dewsbury, and Bond and Barwick, Leeds. Sur. Sept. 20.

LEEK, MATTHEW, butcher, Claines. Pet. Sept. 2. Reg. Tudor. O. A. Kinner. Sol. Steward, Worcester, and Messrs. Hodgson, Birmingham. Sur. Sept. 24.

MITCHELL, ANDREW, commission agent, Bradford. Pet. Aug. 25. O. A. Young. Sols. Richardson, Bradford, and Simpson, Leeds. Sur. Sept. 21.

ODEN, JOSEPH, wool stapler, Halifax. Pet. Aug. 21. O. A. Young. Sols. Messrs. North, Leeds. Sur. Sept. 20.

PEARSON, WILLIAM, out of business, York. Pet. Aug. 31. O. A. Young. Sols. Messrs. Thompson, York, and Bond and Barwick, Leeds. Sur. Sept. 20.

PRATTENT, WALTER FARMER, accountant, Plymouth. Pet. Sept. 2. Reg. & O. A. Pearce. Sols. Messrs. Edmonds, Plymouth. Sur. Sept. 22.

REVELL, EMMA, shoe dealer, Sheffield. Pet. Sept. 1. O. A. Young. Sols. Branson and Sol. Sheffield. Sur. Oct. 6.

REES, JOHN, licensed victualler, St. Ives. Pet. Sept. 2. Reg. & O. A. Borlase. Sol. Richards, St. Ives. Sur. Sept. 16.

ROOK, JOHN, innkeeper, Cockermouth. Pet. Aug. 30. Reg. & O. A. Waugh. Sol. Ramsay, Cockermouth. Sur. Sept. 20.

SHARPE, JOHN, tool maker, Sheffield. Pet. Sept. 2. Reg. & O. A. Wake and Rodgers. Sol. Mickelthwait, Sheffield. Sur. Sept. 22.

SMITH, JOHN, out of business, South Shields. Pet. Sept. 2. Reg. & O. A. Wynn. Sol. Mabane, South Shields. Sur. Sept. 20.

SOUTHEY, SAMUEL PITT, tin plate worker, Bristol. Pet. Sept. 3. Reg. & O. A. Barclay and Gibbs. Sol. Hill. Sur. Oct. 8.

SPECKLEY, GEORGE, chemist, Newark-upon-Trent. Pet. Sept. 2. Reg. Tudor. O. A. Harris. Sol. Belk, Nottingham. Sur. Sept. 21.

STOCKDALE, ROBERT GEORGE, architectural sculptor, Liverpool. Pet. Sept. 3. Reg. & O. A. Hime. Sol. Bellinger, Liverpool. Sur. Sept. 22.

SYKES, GEORGE, greengrocer, Tranmere. Pet. Sept. 3. Reg. & O. A. Wason. Sol. Downham, Birkenhead. Sur. Sept. 20.

TERRY, ALBERT, baker, Plymouth. Pet. Sept. 3. Reg. & O. A. Carrick. Sols. Messrs. Edmonds, Plymouth, and Flood, Exeter. Sur. Sept. 18.

THOMAS, EDMUND, farmer, Penrhwyd, and Penrhewl. Pet. Sept. 1. Reg. & O. A. Edwards. Sol. Lloyd, Pontypool. Sur. Sept. 27.

THOMAS, JOHN, stone-mason, Newbridge. Pet. Sept. 2. Reg. & O. A. Edwards. Sols. Greenway and Bythway, Pontypool. Sur. Sept. 27.

TWELL, JOHN, commercial traveller, Exeter. Pet. Sept. 3. Reg. & O. A. Daw. Sol. Trehan, jun., Exeter. Sur. Sept. 18.

BANKRUPTCIES ANNULLED.

Gazette, Sept. 3.

KING, JOHN, saddler, Ballingdon. Feb. 23, 1867.

TROWBRIDGE, GEORGE, printseller, Liverpool. July 23, 1869.

Dividends.

BANKRUPT'S ESTATES.

The Official Assignees are given, to whom apply for the Dividends.

Barlow, F.D. coal merchant, first lot, Acraman, Bristol.—*Bower, T.* Bristol, first lot, 74, Acraman, Bristol.—*Howe, J.* farmer, first lot, 94, Acraman, Bristol.—*Howe, W.* victualler, first lot, 3d, Acraman, Bristol.—*Howe, W.* 1st, chemist, first lot, 4d, Acraman, Bristol.—*Howe, W.* 2nd, chemist, first lot, 5d, Acraman, Bristol.—*Howe, W.* 3rd, chemist, first lot, 6d, Acraman, Bristol.—*Howe, W.* 4th, chemist, first lot, 7d, Acraman, Bristol.—*Howe, W.* 5th, chemist, first lot, 8d, Acraman, Bristol.—*Howe, W.* 6th, chemist, first lot, 9d, Acraman, Bristol.—*Howe, W.* 7th, chemist, first lot, 10d, Acraman, Bristol.—*Howe, W.* 8th, chemist, first lot, 11d, Acraman, Bristol.—*Howe, W.* 9th, chemist, first lot, 12d, Acraman, Bristol.—*Howe, W.* 10th, chemist, first lot, 13d, Acraman, Bristol.—*Howe, W.* 11th, chemist, first lot, 14d, Acraman, Bristol.—*Howe, W.* 12th, chemist, first lot, 15d, Acraman, Bristol.—*Howe, W.* 13th, chemist, first lot, 16d, Acraman, Bristol.—*Howe, W.* 14th, chemist, first lot, 17d, Acraman, Bristol.—*Howe, W.* 15th, chemist, first lot, 18d, Acraman, Bristol.—*Howe, W.* 16th, chemist, first lot, 19d, Acraman, Bristol.—*Howe, W.* 17th, chemist, first lot, 20d, Acraman, Bristol.—*Howe, W.* 18th, chemist, first lot, 21d, Acraman, Bristol.—*Howe, W.* 19th, chemist, first lot, 22d, Acraman, Bristol.—*Howe, W.* 20th, chemist, first lot, 23d, Acraman, Bristol.—*Howe, W.* 21st, chemist, first lot, 24d, Acraman, Bristol.—*Howe, W.* 22nd, chemist, first lot, 25d, Acraman, Bristol.—*Howe, W.* 23rd, chemist, first lot, 26d, Acraman, Bristol.—*Howe, W.* 24th, chemist, first lot, 27d, Acraman, Bristol.—*Howe, W.* 25th, chemist, first lot, 28d, Acraman, Bristol.—*Howe, W.* 26th, chemist, first lot, 29d, Acraman, Bristol.—*Howe, W.* 27th, chemist, first lot, 30d, Acraman, Bristol.—*Howe, W.* 28th, chemist, first lot, 31d, Acraman, Bristol.—*Howe, W.* 29th, chemist, first lot, 32d, Acraman, Bristol.—*Howe, W.* 30th, chemist, first lot, 33d, Acraman, Bristol.—*Howe, W.* 31st, chemist, first lot, 34d, Acraman, Bristol.—*Howe, W.* 32nd, chemist, first lot, 35d, Acraman, Bristol.—*Howe, W.* 33rd, chemist, first lot, 36d, Acraman, Bristol.—*Howe, W.* 34th, chemist, first lot, 37d, Acraman, Bristol.—*Howe, W.* 35th, chemist, first lot, 38d, Acraman, Bristol.—*Howe, W.* 36th, chemist, first lot, 39d, Acraman, Bristol.—*Howe, W.* 37th, chemist, first lot, 40d, Acraman, Bristol.—*Howe, W.* 38th, chemist, first lot, 41d, Acraman, Bristol.—*Howe, W.* 39th, chemist, first lot, 42d, Acraman, Bristol.—*Howe, W.* 40th, chemist, first lot, 43d, Acraman, Bristol.—*Howe, W.* 41st, chemist, first lot, 44d, Acraman, Bristol.—*Howe, W.* 42nd, chemist, first lot, 45d, Acraman, Bristol.—*Howe, W.* 43rd, chemist, first lot, 46d, Acraman, Bristol.—*Howe, W.* 44th, chemist, first lot, 47d, Acraman, Bristol.—*Howe, W.* 45th, chemist, first lot, 48d, Acraman, Bristol.—*Howe, W.* 46th, chemist, first lot, 49d, Acraman, Bristol.—*Howe, W.* 47th, chemist, first lot, 50d, Acraman, Bristol.—*Howe, W.* 48th, chemist, first lot, 51d, Acraman, Bristol.—*Howe, W.* 49th, chemist, first lot, 52d, Acraman, Bristol.—*Howe, W.* 50th, chemist, first lot, 53d, Acraman, Bristol.—*Howe, W.* 51st, chemist, first lot, 54d, Acraman, Bristol.—*Howe, W.* 52nd, chemist, first lot, 55d, Acraman, Bristol.—*Howe, W.* 53rd, chemist, first lot, 56d, Acraman, Bristol.—*Howe, W.* 54th, chemist, first lot, 57d, Acraman, Bristol.—*Howe, W.* 55th, chemist, first lot, 58d, Acraman, Bristol.—*Howe, W.* 56th, chemist, first lot, 59d, Acraman, Bristol.—*Howe, W.* 57th, chemist, first lot, 60d, Acraman, Bristol.—*Howe, W.* 58th, chemist, first lot, 61d, Acraman, Bristol.—*Howe, W.* 59th, chemist, first lot, 62d, Acraman, Bristol.—*Howe, W.* 60th, chemist, first lot, 63d, Acraman, Bristol.—*Howe, W.* 61st, chemist, first lot, 64d, Acraman, Bristol.—*Howe, W.* 62nd, chemist, first lot, 65d, Acraman, Bristol.—*Howe, W.* 63rd, chemist, first lot, 66d, Acraman, Bristol.—*Howe, W.* 64th, chemist, first lot, 67d, Acraman, Bristol.—*Howe, W.* 65th, chemist, first lot, 68d, Acraman, Bristol.—*Howe, W.* 66th, chemist, first lot, 69d, Acraman, Bristol.—*Howe, W.* 67th, chemist, first lot, 70d, Acraman, Bristol.—*Howe, W.* 68th, chemist, first lot, 71d, Acraman, Bristol.—*Howe, W.* 69th, chemist, first lot, 72d, Acraman, Bristol.—*Howe, W.* 70th, chemist, first lot, 73d, Acraman, Bristol.—*Howe, W.* 71st, chemist, first lot, 74d, Acraman, Bristol.—*Howe, W.* 72nd, chemist, first lot, 75d, Acraman, Bristol.—*Howe, W.* 73rd, chemist, first lot, 76d, Acraman, Bristol.—*Howe, W.* 74th, chemist, first lot, 77d, Acraman, Bristol.—*Howe, W.* 75th, chemist, first lot, 78d, Acraman, Bristol.—*Howe, W.* 76th, chemist, first lot, 79d, Acraman, Bristol.—*Howe, W.* 77th, chemist, first lot, 80d, Acraman, Bristol.—*Howe, W.* 78th, chemist, first lot, 81d, Acraman, Bristol.—*Howe, W.* 79th, chemist, first lot, 82d, Acraman, Bristol.—*Howe, W.* 80th, chemist, first lot, 83d, Acraman, Bristol.—*Howe, W.* 81st, chemist, first lot, 84d, Acraman, Bristol.—*Howe, W.* 82nd, chemist, first lot, 85d, Acraman, Bristol.—*Howe, W.* 83rd, chemist, first lot, 86d, Acraman, Bristol.—*Howe, W.* 84th, chemist, first lot, 87d, Acraman, Bristol.—*Howe, W.* 85th, chemist, first lot, 88d, Acraman, Bristol.—*Howe, W.* 86th, chemist, first lot, 89d, Acraman, Bristol.—*Howe, W.* 87th, chemist, first lot, 90d, Acraman, Bristol.—*Howe, W.* 88th, chemist, first lot, 91d, Acraman, Bristol.—*Howe, W.* 89th, chemist, first lot, 92d, Acraman, Bristol.—*Howe, W.* 90th, chemist, first lot, 93d, Acraman, Bristol.—*Howe, W.* 91st, chemist, first lot, 94d, Acraman, Bristol.—*Howe, W.* 92nd, chemist, first lot, 95d, Acraman, Bristol.—*Howe, W.* 93rd, chemist, first lot, 96d, Acraman, Bristol.—*Howe, W.* 94th, chemist, first lot, 97d, Acraman, Bristol.—*Howe, W.* 95th, chemist, first lot, 98d, Acraman, Bristol.—*Howe, W.* 96th, chemist, first lot, 99d, Acraman, Bristol.—*Howe, W.* 97th, chemist, first lot, 100d, Acraman, Bristol.—*Howe, W.* 98th, chemist, first lot, 101d, Acraman, Bristol.—*Howe, W.* 99th, chemist, first lot, 102d, Acraman, Bristol.—*Howe, W.* 100th, chemist, first lot, 103d, Acraman, Bristol.—*Howe, W.* 101st, chemist, first lot, 104d, Acraman, Bristol.—*Howe, W.* 102nd, chemist, first lot, 105d, Acraman, Bristol.—*Howe, W.* 103rd, chemist, first lot, 106d, Acraman, Bristol.—*Howe, W.* 104th, chemist, first lot, 107d, Acraman, Bristol.—*Howe, W.* 105th, chemist, first lot, 108d, Acraman, Bristol.—*Howe, W.* 106th, chemist, first lot, 109d, Acraman, Bristol.—*Howe, W.* 107th, chemist, first lot, 110d, Acraman, Bristol.—*Howe, W.* 108th, chemist, first lot, 111d, Acraman, Bristol.—*Howe, W.* 109th, chemist, first lot, 112d, Acraman, Bristol.—*Howe, W.* 110th, chemist, first lot, 113d, Acraman, Bristol.—*Howe, W.* 111th, chemist, first lot, 114d, Acraman, Bristol.—*Howe, W.* 112th, chemist, first lot, 115d, Acraman, Bristol.—*Howe, W.* 113th, chemist, first lot, 116d, Acraman, Bristol.—*Howe, W.* 114th, chemist, first lot, 117d, Acraman, Bristol.—*Howe, W.* 115th, chemist, first lot, 118d, Acraman, Bristol.—*Howe, W.* 116th, chemist, first lot, 119d, Acraman, Bristol.—*Howe, W.* 117th, chemist, first lot, 120d, Acraman, Bristol.—*Howe, W.* 118th, chemist, first lot, 121d, Acraman, Bristol.—*Howe, W.* 119th, chemist, first lot, 122d, Acraman, Bristol.—*Howe, W.* 120th, chemist, first lot, 123d, Acraman, Bristol.—*Howe, W.* 121st, chemist, first lot, 124d, Acraman, Bristol.—*Howe, W.* 122nd, chemist, first lot, 125d, Acraman, Bristol.—*Howe, W.* 123rd, chemist, first lot, 126d, Acraman, Bristol.—*Howe, W.* 124th, chemist, first lot, 127d, Acraman, Bristol.—*Howe, W.* 125th, chemist, first lot, 128d, Acraman, Bristol.—*Howe, W.* 126th, chemist, first lot, 129d, Acraman, Bristol.—*Howe, W.* 127th, chemist, first lot, 130d, Acraman, Bristol.—*Howe, W.* 128th, chemist, first lot, 131d, Acraman, Bristol.—*Howe, W.* 129th, chemist, first lot, 132d, Acraman, Bristol.—*Howe, W.* 130th, chemist, first lot, 133d, Acraman, Bristol.—*Howe, W.* 131st, chemist, first lot, 134d, Acraman, Bristol.—*Howe, W.* 132nd, chemist, first lot, 135d, Acraman, Bristol.—*Howe, W.* 133rd, chemist, first lot, 136d, Acraman, Bristol.—*Howe, W.* 134th, chemist, first lot, 137d, Acraman, Bristol.—*Howe, W.* 135th, chemist, first lot, 138d, Acraman, Bristol.—*Howe, W.* 136th, chemist, first lot, 139d, Acraman, Bristol.—*Howe, W.* 137th, chemist, first lot, 140d, Acraman, Bristol.—*Howe, W.* 138th, chemist, first lot, 141d, Acraman, Bristol.—*Howe, W.* 139th, chemist, first lot, 142d, Acraman, Bristol.—*Howe, W.* 140th, chemist, first lot, 143d, Acraman, Bristol.—*Howe, W.* 141st, chemist, first lot, 144d, Acraman, Bristol.—*Howe, W.* 142nd, chemist, first lot, 145d, Acraman, Bristol.—*Howe, W.* 143rd, chemist, first lot, 146d, Acraman, Bristol.—*Howe, W.* 144th, chemist, first lot, 147d, Acraman, Bristol.—*Howe, W.* 145th, chemist, first lot, 148d, Acraman, Bristol.—*Howe, W.* 146th, chemist, first lot, 149d, Acraman, Bristol.—*Howe, W.* 147th, chemist, first lot, 150d, Acraman, Bristol.—*Howe, W.* 148th, chemist, first lot, 151d, Acraman, Bristol.—*Howe, W.* 149th, chemist, first lot, 152d, Acraman, Bristol.—*Howe, W.* 150th, chemist, first lot, 153d, Acraman, Bristol.—*Howe, W.* 151st, chemist, first lot, 154d, Acraman, Bristol.—*Howe, W.* 152nd, chemist, first lot, 155d, Acraman, Bristol.—*Howe, W.* 153rd, chemist, first lot, 156d, Acraman, Bristol.—*Howe, W.* 154th, chemist, first lot, 157d, Acraman, Bristol.—*Howe, W.* 155th, chemist, first lot, 158d, Acraman, Bristol.—*Howe, W.* 156th, chemist, first lot, 159d, Acraman, Bristol.—*Howe, W.* 157th, chemist, first lot, 160d, Acraman, Bristol.—*Howe, W.* 158th, chemist, first lot, 161d, Acraman, Bristol.—*Howe, W.* 159th, chemist, first lot, 162d, Acraman, Bristol.—*Howe, W.* 160th, chemist, first lot, 163d, Acraman, Bristol.—*Howe, W.* 161st, chemist, first lot, 164d, Acraman, Bristol.—*Howe, W.* 162nd, chemist, first lot, 165d, Acraman, Bristol.—*Howe, W.* 163rd, chemist, first lot, 166d, Acraman, Bristol.—*Howe, W.* 164th, chemist, first lot, 167d, Acraman, Bristol.—*Howe, W.* 165th, chemist, first lot, 168d, Acraman, Bristol.—*Howe, W.* 166th, chemist, first lot, 169d, Acraman, Bristol.—*Howe, W.* 167th, chemist, first lot, 170d, Acraman, Bristol.—*Howe, W.* 168th, chemist, first lot, 171d, Acraman, Bristol.—*Howe, W.* 169th, chemist, first lot, 172d, Acraman, Bristol.—*Howe, W.* 170th, chemist, first lot, 173d, Acraman, Bristol.—*Howe, W.* 171st, chemist, first lot, 174d, Acraman, Bristol.—*Howe, W.* 172nd, chemist, first lot, 175d, Acraman, Bristol.—*Howe, W.* 173rd, chemist, first lot, 176d, Acraman, Bristol.—*Howe, W.* 174th, chemist, first lot, 177d, Acraman, Bristol.—*Howe, W.* 175th, chemist, first lot, 178d, Acraman, Bristol.—*Howe, W.* 176th, chemist, first lot, 179d, Acraman, Bristol.—*Howe, W.* 177th, chemist, first lot, 180d, Acraman, Bristol.—*Howe, W.* 178th, chemist, first lot, 181d, Acraman, Bristol.—*Howe, W.* 179th, chemist, first lot, 182d, Acraman, Bristol.—*Howe, W.* 180th, chemist, first lot, 183d, Acraman, Bristol.—*Howe, W.* 181st, chemist, first lot, 184d, Acraman, Bristol.—*Howe, W.* 182nd, chemist, first lot, 185d, Acraman, Bristol.—*Howe, W.* 183rd, chemist, first lot, 186d, Acraman, Bristol.—*Howe, W.* 184th, chemist, first lot, 187d, Acraman, Bristol.—*Howe, W.* 185th, chemist, first lot, 188d, Acraman, Bristol.—*Howe, W.* 186th, chemist, first lot, 189d, Acraman, Bristol.—*Howe, W.* 187th, chemist, first lot, 190d, Acraman, Bristol.—*Howe, W.* 188th, chemist, first lot, 191d, Acraman, Bristol.—*Howe, W.* 189th, chemist, first lot, 192d, Acraman, Bristol.—*Howe, W.* 190th, chemist, first lot, 193d, Acraman, Bristol.—*Howe, W.* 191st, chemist, first lot, 194d, Acraman, Bristol.—*Howe, W.* 192nd, chemist, first lot, 195d, Acraman, Bristol.—*Howe, W.* 193rd, chemist, first lot, 196d, Acraman, Bristol.—*Howe, W.* 194th, chemist, first lot, 197d, Acraman, Bristol.—*Howe, W.* 195th, chemist, first lot, 198d, Acraman, Bristol.—*Howe, W.* 196th, chemist, first lot, 199d, Acraman, Bristol.—*Howe, W.* 197th, chemist, first lot, 200d, Acraman, Bristol.—*Howe, W.* 198th, chemist, first lot, 201d, Acraman, Bristol.—*Howe, W.* 199th, chemist, first lot, 202d, Acraman, Bristol.—*Howe, W.* 200th, chemist, first lot, 203d, Acraman, Bristol.—*Howe, W.* 201st, chemist, first lot, 204d, Acraman, Bristol.—*Howe, W.* 202nd, chemist, first lot, 205d, Acraman, Bristol.—*Howe, W.* 203rd, chemist, first lot, 206d, Acraman, Bristol.—*Howe, W.* 204th, chemist, first lot, 207d, Acraman, Bristol.—*Howe, W.* 205th, chemist, first lot, 208d, Acraman, Bristol.—*Howe, W.* 206th, chemist, first lot, 209d, Acraman, Bristol.—*Howe, W.* 207th, chemist, first lot, 210d, Acraman, Bristol.—*Howe, W.* 208th, chemist, first lot, 211d, Acraman, Bristol.—*Howe, W.* 209th, chemist, first lot, 212d, Acraman, Bristol.—*Howe, W.* 210th, chemist, first lot, 213d, Acraman, Bristol.—*Howe, W.* 211th, chemist, first lot, 214d, Acraman, Bristol.—*Howe, W.* 212th, chemist, first lot, 215d, Acraman, Bristol.—*Howe, W.* 213th, chemist, first lot, 216d, Acraman, Bristol.—*Howe, W.* 214th, chemist, first lot, 217d, Acraman, Bristol.—*Howe, W.* 215th, chemist, first lot, 218d, Acraman, Bristol.—*Howe, W.* 216th, chemist, first lot, 219d, Acraman, Bristol.—*Howe, W.* 217th, chemist, first lot, 220d, Acraman, Bristol.—*Howe, W.* 218th, chemist, first lot, 221d, Acraman, Bristol.—*Howe, W.* 219th, chemist, first lot, 222d, Acraman, Bristol.—*Howe, W.* 220th, chemist, first lot, 223d, Acraman, Bristol.—*Howe, W.* 221st, chemist, first lot, 224d, Acraman, Bristol.—*Howe, W.* 222nd, chemist, first lot, 225d, Acraman, Bristol.—*Howe, W.* 223rd, chemist, first lot, 226d, Acraman, Bristol.—*Howe, W.* 224th, chemist, first lot, 227d, Acraman, Bristol.—*Howe, W.* 225th, chemist, first lot, 228d, Acraman, 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THE Law and the Lawyers.

THE registrations have commenced and are throwing additional light on the operation of the Act of 1867, particularly as to lodgers. It is quite necessary that all the forms provided by the Act of Parliament should be complied with. It was objected at Marylebone on Thursday that if personal attendance were enforced the lodger franchise would in most cases turn out a farce. The barrister said that experience must have shown anyone acquainted with what took place at the registrations last year that the parties who made claims by means of declaration in many cases had moved from room to room within the twelvemonth; but he believed that in making their claims they thought they were qualified. Clearly, personal attendance cannot be dispensed with, and it is equally clear, consequently, that lodgers will to a very large extent remain unenfranchised.

MUNICIPAL AND PARLIAMENTARY ELECTIONS.

No. I.

This is an appropriate time at which to review the present law as it affects our electoral system. The law, indeed, as regards the statute-book, remains the same, but the Judges have thrown a great deal of light upon the mode of construing statutes, and upon the general effect of corrupt practices upon candidates and voters. In pursuing our investigation into the judicial decisions we will notice in what way the Select Committee on Elections propose to deal with the subject of the amendment of our electoral system, and see to what extent their conclusions are consistent with the views of the Judges.

MUNICIPAL ELECTIONS.

We will deal first with municipal elections, which undoubtedly are very frequently at the root of corruption at Parliamentary elections. There were two or three cases in which municipal corruption came forward very conspicuously as affecting borough elections; and in one instance the practices at a municipal contest were held to invalidate the election for the borough. It is not very often, however, that the circumstances are such as to connect a municipal with a Parliamentary election; but it is desirable that it should be well understood what those circumstances are. As a first example we will take the case of Beverley (20 L. T. Rep. N. S. 792), where all that related to the municipal as linked with the Parliamentary election is stated by the Judge. He pointed out that it was known in the summer that the general election would take place as soon as the register was completed, which would be about the time of the municipal elections. Then it was proved that agents of the sitting members had bribed at the municipal election, and that the money did its work early in the day. But it was proved, moreover, that after that was effected man after man was bribed with sums varying from 15s. to 1*l.*; and it was proved and not disputed that the ordinary bribe at municipal elections did not exceed 5s., but ranged from 2s. to 5s.; so that at the period of this municipal contest bribes rose to three times their customary amount. In this way 800*l.* were distributed amongst the voters, so as

to corrupt one-third of the entire constituency. And Baron Martin's conclusion was, of course, inevitable. "When," he said, "I find the actual bribers, the persons who paid this money, active in support of the two candidates, and going about with them in their canvass; when I find bribes four times as much as the ordinary bribe, and when I find such an enormous sum of money spent, what conclusion can I or can anyone possibly draw from these facts? The conclusion, as it seems to me, is inevitable, that it was spent for the purpose of influencing the borough election as well as the municipal one."

To take a second example, Mr. Justice Willes in the *Blackburn petition*, 20 L. T. Rep. N. S. 823, laid down a distinct rule on the subject—the rule that if a municipal contest is merely personal, and not political, there must be very clear evidence indeed to connect corrupt practices at the one with the result arrived at in the other. Reviewing the evidence his Lordship said, "If it were made out upon this evidence that the municipal contest was merely personal, and not political; if, for instance, the municipal contest had taken place three months before, as it was put, and the question was, whether some Act of Parliament should be adopted for the government of the borough, or whether some rate should be imposed as to which both Tories and Liberals were divided, it had been really a local question, or even if it had been a question only of whether some quiet people who were very much liked and admired, and thought well of as men of sense and benevolence should be elected, or whether some stirring politicians, having nothing else to recommend them, were to be put in the place of town councillor or other municipal office, I should have thought that would have divided the municipal election from the Parliamentary, and that no notice ought to be taken in reference to the Parliamentary election, of what was done with respect to the municipal election; and I should say the same if such a municipal election had taken place three days before, instead of a fortnight before the Parliamentary election." Therefore it would appear that there must be a political element in a municipal election in order that illegal acts done at that election may be brought to bear effectually upon the Parliamentary election. Then as to the evidence in the *Blackburn* case. The municipal contest in Blackburn was shown to be political, although personal interests were allowed to have had something to do with it. The political colours of the Parliamentary election were identical with those used at the municipal election. Further, a circular was addressed by partisans of the respondents to the petition to the overlookers, managers, and tradesmen in the month of October, which combined the municipal and Parliamentary elections; and the learned Judge came to the conclusion that the municipal contest was made a sort of skirmish before the great battle of the Parliamentary election, and consequently that illegal acts done at the former affected the latter.

Before proceeding to another branch of the subject, we will here notice the conclusions arrived at by the Select Committee on Elections upon the evidence called before them. In the draft report prepared by the chairman, it is stated to be proved that in many boroughs in England and Ireland great corruption prevails; that in some boroughs a considerable class of voters will not vote unless they are paid. Treating, it is found, is also practised at municipal elections to a great extent; and "more frequently the election is accompanied by an amount of drunkenness which is described as demoralising the towns." Rioting is found to have taken place in some towns, but intimidation is not shown to exist in the case of individual voters. And whilst it is said that unscrupulous partisans find the municipal election safer ground on which to "build up a corrupt influence among the lower class of voters," it is considered that in many cases party spirit, without any ulterior object, is sufficient to cause an extensive use of corrupt practices.

The remedies which the committee have considered with reference to these corrupt municipal practices are four in number: first, the adoption of some simple form of procedure for detection and punishment; secondly, the appointment of a public prosecutor; thirdly, the assimilation of the laws relating to corrupt practices at a municipal election, and that relating to the same practices at the Parliamentary election, and the adoption of a procedure

by which a member of the council, owing his election to corrupt practices on the part of his agent, should lose his seat; and, fourthly the adoption of secret voting. Upon these points the committee appear to consider the County Court the best available tribunal; they believe the appointment of a public prosecutor a matter of doubtful expediency; they seem to favour the assimilation of the law, which would merely give a right to petition against the seat of a councillor; and lastly, they come to the safe conclusion that the operation of secret voting upon bribery cannot be positively declared until the experiment has been tried.

We observe that a contemporary has suggested that an inspector of elections should be appointed, and that proceedings should be taken in the first instance against corrupt voters before the recorders of the various cities and boroughs. We think this suggestion a good one. The unseating of a councillor would have even less effect in purifying a borough than has the unseating of a member of Parliament. If corruption is to be checked the source of the supply must be closed, and the indictment of venial voters, arraigned upon the report of the inspector of elections, would more certainly close it than any petition against the individual elected. We have often had occasion to express our views with regard to the ballot; and here, therefore, we leave the subject of municipal elections.

Proceeding to the Parliamentary election we will first examine the view taken by the Judges of

THE NATURE OF THE CONTEST.

By one or more of the Judges a Parliamentary election has been compared with a race in which *qui non legitime certaverit non coronabitur*. There could not possibly be a better illustration, for a candidate stands exactly in the position of the owner of a yacht which he is compelled to entrust to the management of others. Mr. Justice Willes observed upon this in the *Tamworth Petition*, in which he said (20 L. T. Rep. N. S. 182), "If a race were to take place between two vessels for a prize, and the steersman aboard one of those vessels was to thwart his opponent by declining to give way to the vessel that had a right to keep her wind; or if one of the crew hoisted an extra sail not allowed by the rules of the race, and the vessel aboard which that foul play took place was to come in first, the owner could not claim the prize, even by showing that he was away, that he had nothing to do with the misconduct of his servants, or even that he forbade them to be guilty of such conduct; nor could he mend his position by showing that if no such misconduct had taken place, the vessel would, nevertheless, have been sure to come in first."

Nothing more need be said on this head. Everyone will for the future more easily understand the conditions upon which a contest must be conducted if it is to be held valid by the Judges. And the next point is that of

STATUS.

Baron Martin, in the *Norwich Petition*, 19 L. T. Rep. N. S. 615, was the first to state explicitly in what way the status of a candidate is affected by illegal acts for which he is responsible. But what the learned Judge states is obvious common sense as well as sound law, namely, that if a candidate by himself or his agents be guilty of bribery, he is from that moment incapable of being elected; and that it matters not that nine-tenths of the electors voted for him. The act of bribery incapacitates a candidate from sitting in Parliament. Although there might be, we are not aware that there ever has been, a question whether bribery did not merely destroy the status of the voter, and render the vote of a bribee bad on a scrutiny. Had this idea existed, notwithstanding the terms of the *Corrupt Practices Prevention Act*, it would have been of the very first importance to lay it down expressly that the status of a candidate is also destroyed, and that a bribed vote cannot be struck off, and the election stand.

RELATION OF CANDIDATE AND AGENT.

We do not intend to confuse this subject with the larger question of what constitutes agency. That most difficult consideration we leave for future discussion. Some doubt appears to have existed at first in the minds of the Judges whether the relation between a candidate and his agent ought to be considered that of principal and agent or of master and servant. Any

such doubt, however, was speedily set at rest, and the relation was declared to be that of master and servant. But if there is to be any legislation on this head it may be as well to record here the remarks of Baron Martin in the *Westminster Petition*: (19 L. T. Rep. N. S. 245.) Referring to the Act making a candidate liable for the bribery of his agent, his Lordship said: "It is a harsh law; it makes a man responsible who has directly forbidden a thing to be done, when that thing is done by a subordinate agent. It is in point of fact, making the relation between a candidate and his agent, the relation of master and servant, and not the relation of principal and agent." This view, it appears, was unanimously arrived at by the judges in consultation; but the operation of the law is to be modified as far as possible, as Baron Martin observes in the same case, by requiring evidence beyond all reasonable doubt that the act of bribery was done, and he adds, "unless the proof is strong and cogent, I should say very strong and very cogent, I ought not to affect the seat of an honest and well-intentioned man by the act of a third person." His Lordship further defines what he should require to induce him to apply the law strictly. "I should require to see, in the first place, that there is agency; in the second place, I should require to be satisfied and certain that there could be no mistake with respect to the alleged act of bribery."

A question was put to Mr. Justice Willes in the *Westbury* case, whether, if an agent acted wilfully and spitefully for his own purposes, the principal would be responsible. There it was a case of intimidation, and it was argued that the person intimidating did not intimidate as agent, but in order to keep out the rival candidate to whom he had personal objections. But it was held that this did not relieve the principal from the consequences of the acts of the agent, and he was unseated by reason of them. The element of personal spite did not take the proceedings out of the ordinary employment of the agent. Therefore the relation of candidate and agent is precisely that of master and servant, and it is difficult to conceive in what way during an election, and for the purposes of the election, an agent could so depart from the ordinary course of his employment as to relieve the candidate from responsibility as regards the validity of the return.

(To be continued.)

LAND LAW REFORM.

As we ventured to anticipate, this question has decidedly "come to the fore," especially in its application to Ireland, and every extra-Parliamentary utterance is full of it. Plainly now, it will be the question of the next session, and it is so little understood, it is so full of difficulty in itself, it involves so many conflicting interests and enlists such opposite principles and opinions, that no apology is necessary for having thus early invited to it the attention of the readers of the *LAW TIMES*, who are peculiarly qualified to pass a judgment upon it, and to make objections to, and suggest improvements in, the several plans proposed by powerful parties and influential persons. The time that must elapse between the present and the meeting of Parliament could not be spent more profitably than in collating and sifting the various projects that are put forth, extracting what is good in them, and refuting whatever may be insecure, dangerous, or dishonest.

For it cannot be disguised that there are powerful parties bent upon changes that are subversive of property. PRUDHON'S famous maxim, "Propriété est vol," is the foundation of the faith of a very large and influential party in the United Kingdom. The representatives of that party are now at Basle, taking part in an International Congress of Labour, at which doctrines have been proclaimed that are not reform but revolution. The delegates of British labour have concurred in an address which carries into practice the principle that "landlords and capitalists must be eliminated from the social organisation;" only that the representatives at the Congress are not content with resolving what ought to be, but they proclaim openly how it is to be done. They have no hesitation about it. The aristocracy and the middle classes are to be destroyed, their property confiscated, and labour only is to be permitted to live and reign. This is not a jest, as the reader may be inclined to suppose, but a deliberate declaration to which the delegates, and among them men who call

themselves, and are admitted to be, the representatives of some of the Trades Unions of the United Kingdom. It lies before us in the original French. We give it in translation:

This is a war between the poor and the rich; everywhere labour is in an inferior condition; everywhere alike capital is a tyrant. We have declared war against it and we are resolved to obtain the victory. We will seek it first through universal suffrage. If that fails us we will have recourse to more efficacious means. A little bleeding is necessary in a desperate case.

And this is what they seek to obtain by the process of "bleeding:"

It is clearly understood that between the working class and the middle class there is an irreconcilable antagonism, because such is the necessary consequence of their respective positions. That the prosperity of the middle class is incompatible with the well being and the liberty of the labourers, because that exclusive prosperity is not and cannot be based but upon the profits of their labour, and that for the same reason the prosperity and human dignity of the labouring men require absolutely the abolition of the middle classes as a separate class. Consequently that the strife between the working class and the middle class is mortal, and cannot end but by the destruction of the latter.

It is this plain speaking that gives significance to a few remarks on Irish Land Law Reform that fell from the MARQUIS OF HARTINGTON at a recent public meeting at Dublin, when, speaking of the expected Irish land measure, he warned his audience of the dangers with which the question would be encompassed. "It is," he said, "not only the property of Irish landlords, it is not only the property of English landlords, it is property of all kinds which will be at stake. For do not suppose for a moment that any discussion will arise next year, or that any measure can be passed, without principles and doctrines being enunciated equally hostile, not only to the interests of landlords, but of capitalists of every description." And with this emphatic warning he entreated his hearers not to make of land law reform a party question—an entreaty in which all who desire reform and dread revolution will heartily join.

But almost at the same time Sir JOHN GRAY, M.P., was announcing, amid enthusiastic cheers, a plan of Land Law Reform which would almost satisfy the Congress at Basle, but which must have taken the breath away from the noble marquis. He rejected all half measures. It was idle now to talk of compensation for improvements, or thirty-one years' leases. "Why should we ask for it?" he said, "We want property, not compensation. We want that the man who is born on the land, we want that the Irishman who gets possession as a tenant farmer, should be allowed to work the land, the sweat of whose brow alone makes it valuable to his landlord, and that no power on earth shall be able to remove him so long as he pays the rent. We ask no thirty-one years' leases. We ask fixity of tenure. We want the man who has laid out the labour on the land rooted to that land, so that nothing but the hand of God should be ever able to remove him." And he stated his plan to be that a tenant should be permitted to make any improvements he pleases without the consent of the owner, and then that he shall be entitled to an extended term at the same rent, according to the value of such improvements, so that, if he improves the property by twenty per cent. he shall be entitled to possession of it for 180 years!

However veiled under gentle phrases, the actual effect of this scheme is to transfer the property from the present owners to their tenants; to deprive the parties of all liberty of contract; to convert the freehold into something in the nature of copyhold. It would operate in practice thus: The tenant of such a lease would underlet at a higher rent, and so a new race of landlords would be created infinitely more exacting and less improving than the present landlords. If the land continued to rise in value, so there would be a succession of underleases and successive races of landlords until the present evil, if evil it be, will be multiplied tenfold.

Although it would be impossible, with justice to the owner of a house or land, to give to the tenant fixity of tenure in it, as is the demand in Ireland, much may be done to improve the legal relationship of the parties. The law could not fairly control contracts deliberately entered into; but the law may justly provide that, in the absence of a written contract, tenancy shall in

itself imply certain rights as secured to the tenant. Foremost of these is, that he shall not be turned out at disadvantageous times, as when the crop he had sown was yet uncut; and that he should have a notice to quit of such length as would enable him to make due arrangements for removal. The tenant should also in such case have a legal claim to full compensation for unexhausted improvements, as for dressings and half dressings, land ploughed, seed sown, and such like, to be paid to him by his landlord, who would, of course, be repaid by the incoming tenant. So, likewise, he should receive the value of buildings or other erections, if erected with the landlord's consent, and, if without his consent, where they have really increased the letting value of the premises. To such provisions no serious objection is likely to be raised, for they are entirely consistent with justice. The real difficulty arises upon the question of positive contracts. It would be a startling novelty for the law to prescribe the number of years and the conditions on which the owner of a house or of land shall allow the use of it to another. Freedom of contract is a first principle of political economy; and a law that prescribed to the parties to a private bargain what they shall or shall not agree to, would be a flagrant violation of individual liberty, and almost impossible in a country calling itself free.

The law may properly prohibit and declare void covenants in themselves iniquitous or injurious to the State; but in no civilised country has it yet been proposed to dictate to the owners of property the terms on which they shall lend it to others, much less to say, "you shall part with it for so many years at so much rent, whether you desire to do so or not."

It is conceivable that, in certain contingencies, the State might deem it expedient to deprive certain persons of all or a portion of their property, the public advantage requiring it. But, in such case, an honest Legislature would make compensation for the property so taken. We do not find in any of the speeches or newspaper articles advocating the confiscation of real property any suggestion for compensation. It would indeed be idle talk, for the taxpayers would never endure the burden it would impose upon them. But it is said by some that the propositions put forth would not diminish the value of the property affected by them. They may readily satisfy themselves if they are right in this. Would they give as much for an estate subject to such a law as for an estate held according to the existing law? Certainly they would not.

MISREPRESENTATION AND FRAUD IN EQUITY.

It would appear somewhat singular that it should have been open to question whether a court of equity could or could not give redress in a case where money had been obtained upon representation false to the knowledge of the person making it; but here we find one of those singular refinements which we must all hope to see soon swept away. The case in which the question arose was that of *Rumshire v. Bolton*, 21 L. T. Rep. N. S. 50, before Vice-Chancellor Malins, and the facts are short. The defendant, desiring to obtain money for his own purposes, negotiated bills bearing the names of two persons whom he knew to be unable to meet their engagements, but whom he represented as solvent. As the Vice-Chancellor said, it amounted to this, that the defendant, being desirous of obtaining money from the plaintiff, made untrue representations that a bill was given for value when he knew it was not; that the whole transaction was *bond fide*, when he knew it was a concocted scheme.

There were two arguments on the question of jurisdiction. It was urged for the defendant that the question was one of pure law, and that an action ought to be brought to recover the money; and that if it were otherwise a suit could be instituted in every case of obtaining money by false pretences. On the other hand it was urged successfully that the element of fraud gave the court jurisdiction. It is rather important at this time that distinctions between innocent and fraudulent misrepresentations should be understood, and the words of the Vice-Chancellor are these:—"If it were a simple case of borrowing money, although the borrower may say he shall be able to repay, that is still a fraud, because he knew that he could not do so. Yet

the claim for that money is not sustainable in this court. But where he obtained money on a security which he knows to be bad that is a different case."

This would seem to be an accurate though a nice distinction, and was adopted in an analogous case of *Slim v. Croucher*, 1 L. T. Rep. N. S. 396. There A. agreed to lend B. a sum of money upon the security of certain houses, to a lease of which B. represented himself to be entitled, if an assurance could be obtained from C. that he would grant a lease of the same to B. This C. did, and under-leases were granted, and the money advanced. A. then discovered that the underleases related to houses already leased by C. to B. A. filed his bill against B. and C., and C. set up his forgetfulness of the former lease. Vice-Chancellor Stuart, in giving judgment, said: "The defendant says he did not know that he had not the property, because he forgot that he had demised it before. But the circumstance that he had forgotten the fact is no justification in this case. There was a misrepresentation to the effect that he had the property. He must be held to have known that the plaintiff was parting with his money upon an illusory grant. The case is one within the recognised doctrine of the court."

In *Burrowes v. Locke*, 10 Ves. 470, a similar defence was set up, but the misrepresentation was held by Sir William Grant to be a constructive fraud, although it seemed to have been allowed that there had been an innocent mistake.

We are not going to discuss the relative merits of the common law and equity jurisdiction; all that can be desired is that plausible misrepresentations should be punished rapidly, and a judge is to be congratulated who assumes jurisdiction where there is a doubt, if by so doing he secures substantial justice to the parties. And further it is useful to remember the Vice-Chancellor's remarks with reference to the argument that in every case of false pretences a suit will be preferred in equity. He said:—"No doubt a party may in such a case be amenable to the criminal jurisdiction, but that will not exonerate him from having a bill filed against him in this court. The bill is rested on the ordinary, valuable, and well-established jurisdiction of this court, that where on representations which a man knows to be false another is induced to advance money, or do some other act, that is a fraud which will be taken cognizance of as within the jurisdiction of a court of equity."

LEGAL CUSTOMS IN ENGLAND AND AMERICA.

ONE feature about the English Bar is an apparent absence of cohesion among its members. It has no customs worth mentioning, save such as relate to etiquette, and those are treated with something like contempt. The Bar has no benefit society, as solicitors have. The inns are mere bits of administrative machinery and excite no sympathy by anyone towards anyone else. If a struggling young advocate expires at an early age of want and disappointment, he is buried quietly, and the Profession know nothing about it. If old age and domestic difficulties weigh down one who has done his work, he is left to go mad, and be sent to a county asylum. And this is the result of pride on the part of the members of the Bar. They all strive to make a show of progress and competency, and the last thing a man will do is to admit failure.

Now America contrasts very favourably with England in this respect; and a strong illustration has recently come to our notice. Mr. ARNOLD, of the Milwaukee Bar, died last June. "On the day following" Mr. RYAN stated to the court, "in accordance with a pious custom, largely due to Mr. ARNOLD's own influence, the Bar Association of Milwaukee county met, and passed the resolutions which I have now the honour of submitting to the court." The two first of these resolutions we think worth preserving, as evidence of the feeling pervading a portion at any rate of the Profession in America. They run thus:

Resolved, that the customary forms of respect and condolence become, on the present occasion, sincere and sorrowful tributes of the heart, since many of us, for more than a quarter of a century, have witnessed and enjoyed the social qualities, the courteous demeanour, the manly bearing, and the splendid abilities exhibited in the professional career of our deceased president, the Hon. Jonathan E. Arnold.

Resolved, that while we know, as a matter of history, that Mr. Arnold was one of the pioneer members of the Milwaukee Bar, and from the beginning took foremost rank, alike in the court, the legislative hall, and the popular assembly, yet he is particularly endeared to this association, because, in all his professional life, he was a model of professional conduct, and contributed, not merely by his brilliant intellect and polished eloquence, but by his professional honour and admirable professional manner, to elevate the Bar of this city; to produce and preserve its fraternity, and to give to it that desirable reputation for which it has so long been distinguished.

And the remarks of Mr. Justice PAINE, bear out our notions of what a splendid collection of educated men like the Bar ought to feel within themselves. Speaking in reply to Mr. RYAN, he said: "I have also had frequent occasion to note how justly Mr. ARNOLD was entitled to the tribute awarded to him by Mr. RYAN, for the influence he exerted in establishing and cherishing the strong fraternal feeling that exists among the members of the Milwaukee Bar. Many who are willing enough to furnish substantial aid when called on, are often, from mere thoughtlessness, apt to neglect those little attentions and observances of respect, that are really of much more importance than they seem. Not so with Mr. ARNOLD. He was always prompt and attentive, either to relieve real wants, or to observe every ceremony of respect, as well for the humblest as the highest member of the Bar—circulating with his own hand subscriptions for the relief of those whom misfortune had overtaken, and performing the last sad offices for those who had passed beyond misfortune's reach. I confess that I had myself never duly appreciated the importance of those observances until I was made to realise how grateful to my own feelings was the knowledge of the manner in which the Milwaukee Bar, under the leadership of Mr. ARNOLD, had performed those offices for a member of my own family during my absence. The same sad rites that Bar has now performed for him; and, as one of its members, as well as a member of this court, I join in their tribute to his professional memory."

PERSONAL DISFRANCHISEMENT.

A CORRESPONDENT of a contemporary, writing on the operations of the Bribery Commissioners asks whether it would not be within the range of possibility to instruct the commissioners in these cases to ascertain, by a thorough examination of the electoral roll, who were the corrupt persons in a constituency; and these having been marked and disfranchised, there and elsewhere, for ever, so to purify the constituency by the personal punishment of the guilty?

This plan would raise up all the objections which are urged against the appointment of a public prosecutor. Evidence would be most difficult to obtain if it were to be directed against particular individuals for the purpose of their political extinction. Moreover, it is to be remembered that a borough has its behaviour pretty much in its own hands, and we cannot help thinking that solicitors would find it much more to their advantage to maintain purity than to encourage corruption by being its agents, as they certainly too frequently are. Bridgwater affords evidence that as much remuneration would be attainable without bribery as with. Candidates are rarely inclined to stint their agents when the prospect of a fair election is before them. It would be perfectly vain to exterminate particular voters, against whom the commissioners might happen to obtain evidence; because every one must know that convicted cases form a small proportion of the whole mass of corruption.

We recognise as true what the correspondent in question states, namely, that the pure-minded men of the disfranchised borough are rewarded for their efforts to support their principles by being placed in a position which, by implication, renders them in the eye of the law no less than political outlaws. But these are cases in which a private individual must suffer for the benefit of the community.

The only plan which we could approve for the purpose of extinguishing the politically corrupt would be one which should be efficient to punish all. There must be a system of detection as nearly perfect as possible. The improbability of ever attaining to such a system makes us doubt whether the punishment of personal disfranchisement could ever work.

INSURANCE AGAINST ACCIDENTS.

SOME time since we fully investigated the cases relating to insurance against accidents, embracing questions as to the meaning of the term accident. We have now before us an American case, decided in the Supreme Court of Wisconsin, which, without throwing much new light upon the subject, may be usefully considered. In this case the policy contained a clause that the company should not be liable for any injury happening to the assured by reason of his "wilfully and wantonly exposing himself to any unnecessary danger or peril." The fact was that the assured attempted to get on a train of cars after it had started—too common a practice in this country—fell, and was killed. The real question was, whether the negligence of the assured having contributed to the accident it could be called an accident at all within the meaning of the policy. PAINE, J. most sensibly laid it down that whereas the definition of an accident is "an event that takes place without one's foresight or expectation; an event which proceeds from an unknown cause; or is an unusual effect of a known cause, and therefore not expected," there is nothing in it that excludes the negligence of the assured as one of the elements contributing to produce the result.

Our readers will remember the English cases, *Theobald v. The Railway Passengers' Assurance Company*, *Sinclair v. The Maritime Passengers' Assurance Company*, and *Trew v. The Railway Passengers' Assurance Company*. In the first the accident giving rise to the action was held to be a railway accident, and no negligence was proved against the assured. In *Sinclair's* case a sun-stroke was held not to be an accidental visitation. Whilst in *Trew's* case death by drowning was held to be accidental, the court saying, "We think it ought to be submitted to the jury to say whether the deceased died from the action of the water, or natural causes. If they are of the opinion that he died from the action of the water, causing asphyxia, that is a death from external violence within the meaning of the policy, whether he swam to a distance and had not strength enough to regain the shore, or on going into the water got out of his depth."

Looking at these cases, and the cited remarks of the Judges, Paine, J. came to the conclusion that the attempt to get upon the train did not constitute a "wilful and wanton exposure" of the assured to unnecessary danger. But there are peculiarities about this particular case which would make us reluctant to recognise it as a precedent. According to the learned Judge, the evidence showed that the train having once been to the platform, had backed so that the cars stood at some little distance from it; while it was waiting there the deceased was walking back and forth on the platform (of the depot). It came along, and while moving at a slow rate, or as fast as a man could walk, he attempted to get on, and by some means fell either under or by the side of the cars and was crushed to death. The deceased was in the regular prosecution of his business.

We need not pause to point out that there are different questions to be considered in actions against insurance companies, and in actions for damages for negligence on the part of a company. Negligence bringing about an accident might be held to be contributory where negligence is alleged against another party, but yet not relieve an insurer from his contract.

DIGEST OF SHIPPING LAW CASES
FROM 1860 TO 1864.

Edited by F. O. CRUMP, Esq., Barrister-at-Law.
(Continued from page 297.)

BILL OF SALE.

1. *Purchaser of shares—Liability for expenses incurred before becoming owner.*—A purchaser of shares in a ship is not liable for expenses incurred on behalf of the ship before the vendor became owner. The vendor contracted to purchase the shares in July, but did not execute the bill of sale until September. The transferee of his share was exempted from liability for any expenses incurred before the execution of the bill of sale: (*Chapman v. Callis*, C. B., Feb. 8, 1861; 1 Mar. Law Cas. 37; 3 L. T. Rep. N. S. 890; 7 Jur. N. S. 995; 9 C. B., N. S., 769.)

2. *Sale of barge to a minor—Purchaser's right of action against assignees of bankrupt owner for seizing and selling barge.*—*Merchant Shipping Act 1854—Act 25 & 26 Vict. c. 63.*—The purchaser of a barge by bill of sale duly executed was unable to obtain a certificate of registry, as he was under twenty-one years of age, and he continued in the

possession and use of the barge under the registry in the name of the former owner. The latter having become bankrupt, the purchaser was held to have a right of action against the assignees of the bankrupt for seizing and selling the barge. *Merchant Shipping Act*, sect. 55; *Act 25 & 26 Vict. c. 63*, s. 3; *The Liverpool Borough Bank v. Turner*, in 1860, held not to apply: (*Stapleton v. Haymen*, &c., C. E., Jan. 12, 1864; 1 Mar. Law Cas. 416; 9 L. T. Rep. N. S. 655; 33 L. J. 170.)

3. *Registration.*—The registration of an assignment of an agreement for the purchase of a ship is not required under the Bills of Sale Act (17 & 18 Vict. c. 36): (*Swainston v. Clay*, C. A. Ch., April 22 and June 11, 1863; 1 Mar. Law Cas. 343; 8 L. T. Rep. N. S. 563; 9 Jur. N. S. 401; 32 L. J. 338, 503; 4 Giff. 187.)

BOTTOMRY.

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1. *Agency commission on value of ship and cargo—Custom—Scrutiny of accounts—Practice of Admiralty Court—Suit in default.*—Bond given at Elsinore for 433l. with 15 per cent. premium. Ship bound for Londonderry. Agency commission charged on value of ship and cargo, including an undefined amount for commission on advances reduced by the court to an allowance of 50l. No reason assigned or custom alleged in favour of a commission on value being charged. Practice of court not to scrutinise accounts too rigidly. In default of the appearance of the owners the ship is the real defendant: (*The Fortuna*, A. C. Ireland 1861; 1 Mar. Law Cas. 123.)

2. *Communication with owners of cargo—Validity of bond—The Gratitude, The Bonaparte, The Oriental, Glascott v. Lang—Evidence of master as to execution of bottomry bond on ship, freight, and cargo, where the bond is impeached by the owners of cargo.*—A French ship was laden at St. Marc, in the island of Hayti, for a voyage to Liverpool, with a cargo consisting of 630 logs of mahogany, thirty bales of cotton, and twenty-five tons of logwood. She sailed from Hayti in Oct. 1860, sustained considerable damage at sea, and on 3rd Nov. put into Horta, a port in Fayal. The master communicated with the shipowners but received no answer; and not being able to obtain funds on personal credit of the shipowners to liquidate the expenses of the repairs necessary to enable the ship to proceed on her voyage, he, on 14th Dec. and on 2nd and 10th March 1861, with the sanction of the vice-consul of France, executed bottomry bonds on ship, freight, and cargo. Notice was not given to the owners of the cargo. All probability forbade the court to assume that the communication with Hayti was either certain or rapid. A letter to Liverpool could not have been dispatched sooner than the end of November, and an answer could not have been received sooner than early in Feb. 1861. The port of Horta being exposed to the W.S.W. winds, the ship could not have remained during that time with any degree of safety, exposed to the certain consequences of a winter, without any attempt to repair the ship or protect the cargo. While detained, the vessel came into collision with another ship; and in the month of January there were only three days when the state of the weather allowed the repairs to be carried on. The ship left Horta in the beginning of the month of March, and arrived at Liverpool on the 25th of that month. No opposition to the bottomry bonds was offered

on the part of the shipowner. The transaction was in no degree to the benefit of the ship and it was to the disadvantage of the cargo. Bonds pronounced valid against the cargo with costs. Dr. Lushington in commenting upon and explaining the cases of the *Bonaparte*, 8 Moo. P. C. C. 460; 3 W. Rob. 308; 7 Notes of Cas. 22; see Digest of Maritime Law Cases, 1837 to 1860, No. 238; *Glascott v. Lang*, 2 Phill. 310; 11 Jur. 179, 643; 16 L. J., N. S., 323n, Ch.; 3 Myl. & Cr. 463; and the *Oriental*, 7 Moo. P. C. C. 409; 3 W. Rob. 254; 14 Jur. 336; 7 Notes of Cas. 476, said that the case of *Glascott v. Lang*, decided in 1847, was not noticed either in the *Oriental* or the *Bonaparte*, and it was his confident belief that the important case was not known to the Judicial Committee at the time, and Lord Cottenham was perfectly right in his observations as to the absence of previous authority, but the Judicial Committee being a court of the last resort, and the court of appeal, he was bound to adopt the rule prescribed by them regarding the necessity of endeavouring to communicate with the owners of the cargo; the decision, however, was not applicable to the present case. At the same time he remarked that if the ship were a British ship, the owners of the cargo might, as decided in *Duncan v. Benson*, recover the (excess of) expenses to which they may be put through the hypothecation of the cargo. He adverted to the difficulties (as depicted by Lord Stowell in the case of the *Gratitude*) that may arise from a master being compelled to communicate with the owners of the ship and the shippers and consignees of the cargo, who may give different instructions; and he observed that the Admiralty Court is in the constant habit of considering not only the technical rules, but all the circumstances, in order to protect the owners of ship and cargo from the unjustifiable imposition of a bottomry bond, to afford due facility for the security of the lender on bottomry in cases of necessity, and to advance the mercantile interests not of England merely, but of all the countries engaged in commerce: (*The Olivier*, A. C., March 12 and 18, 1862; 1 Mar. Law Cas. 214.)

3. *Priority—Wages of seamen and master—Claim of bondholder.*—The captain of a ship being himself liable for seamen's wages cannot, under the 191st section of the Merchant Shipping Act, claim to be paid rateably with them either in respect of wages or of advances by him on account of wages where the proceeds of a ship sold at the instance of a bottomry bondholder are only sufficient to pay the seamen's wages. The seamen have a prior claim to the bondholder, and the captain has also a right to his wages in priority to the bondholder where the bottomry bond does not stipulate that the master shall be personally liable for the amount of the bond: (*The Salacia*, A. C. Nov. 11, 1862; 1 Mar. Law Cas. 261; 7 L. T. Rep. N. S. 440; 9 Jur. N. S. 27; 32 L. J. 41.)

4. *Advance of freight—Claim for cargo sold to pay expenses—Lien—Disbursements—Campbell v. Thompson.*—In accordance with the *Standard* (Swa. 267), advance of freight made after the date of a bottomry bond, but according to the terms of a charter-party entered into before that date is not attachable by the bondholder. The proprietor of a cargo sold in the course of a voyage to pay expenses has a claim against the shipowner, but no lien for the value of the cargo sold, upon the amount of freight due upon other portions of the cargo. *Campbell v. Thompson*, 1 Stark. 290, considered to be in error. What is an advance of freight under a special stipulation in a charter-party, considered. Ordinary and extraordinary disbursements distinguished; extraordinary disbursements being described as expenses not included within the terms of the charter-party: (*The Salacia*, A. C. Nov. 25 and Dec. 18, 1862; 1 Mar. Law Cas. 322; 8 L. T. Rep. N. S. 91; 32 L. J. 43.)

5. *Law governing such questions—Master communicating with owners of cargo—The Bonaparte.*—The Admiralty Court, in questions of bottomry is guided by principles of general maritime law unless other law be distinctly pleaded and proved as the governing law. The master of a vessel driven into port in distress is not bound to trans ship cargo. It is generally the duty of the master to communicate, or attempt to communicate, with owners of cargo before hypothecating it. Case of *The Bonaparte*, 8 Moo. P. C. C. 460, fully asounded. Bond held invalid against cargo. The amount of the bond exceeded the value of ship and freight by 1392l., and the cargo had sold for only 895l.: (*The Hamburg*, A. C. March 24 and 31 1863; 1 Mar. Law Cas. 327; 8 L. T. Rep. N. S. 175; 9 Jur. N. S. 445; 32 L. J. 161.)

6. *Necessaries supplied to foreign ship reimbursed by Lloyd's Association—Jurisdiction—Priority.*—A foreign ship was bound from the Mauritius to this country, and while she was in the East bottomry bonds were executed. Afterwards she put into Malaga, where expenses were incurred for repairs and refitting, and for discharging and re shipping cargo. These expenses for necessaries were reimbursed by the secretary of Lloyd's Assoc

cation. On arriving in this country proceedings were instituted by the bondholder, and the ship was sold. It was held that Lloyd's Association could not make a claim as having supplied necessities; and that neither under 3 & 4 Vict. c. 65, nor under the 4th or 5th section of The Admiralty Court Act 1861, has the Admiralty Court jurisdiction to entertain a claim for necessities supplied to a foreign ship at a foreign port. Bottomry bond entitled to priority of payment: (*The India*, A.C. March 26, 1863; 1 Mar. Law Cas. 390; 9 Jur. N. S. 417; 9 L. T. Rep. N. S. 234; 32 L. J. 185.)

7. *Advances on personal credit—Validity of bond—Agency—Commission—Custom.*—Advances made to ship on personal credit cannot, when the ship may be arrested, be converted into a bottomry transaction. But if the advances are made under an agreement for bottomry, the bond is valid though granted long afterwards. The law of all or nearly all foreign countries sanctions the arrest of ship for advances, and renders any bottomry bond therefore valid; but in this country the foreign law sanctioning arrest can be pleaded only as evidence to support the presumption that the advances were intended to be made on the security of the ship: *The Augusta*, 1 Dod. 283, and *The Vibilia*, 1 W. Rob. 1, cited as authorities to this effect. The value of ship and cargo does not altogether depend upon the custom of the place where the bond was given; but the custom of such a charge being made is to be considered in ascertaining whether the charge is fair. With respect to the commissions, the court will not be bound by the custom of any place. A plea as to the fairness of the charges is admissible, but the party failing in proof will be condemned in costs: (*The Laurel*, A.C. Nov. 3 and 10, 1863; 1 Mar. Law Cas. 405; 9 L. T. Rep. N. S. 457; 33 L. J. 17.)

8. *Lien—General average—Bottomry—Transshipment.*—Lien on cargo for freight on transshipping and forwarding it to its destination, and for general average, was held to have priority to a bottomry bond. A ship called the *Galani*, bound from Hayti to Europe, calling at Palmonth for orders, put into the port of Angra in Terceira under average, and was there condemned. The cargo was transhipped into a vessel called the *Mary Jane*, and the expenses were secured by a bottomry or respondentia bond on the cargo payable at Palmonth. The *Mary Jane* was wrecked at Scilly, and the owners settled with their underwriters for a total loss of that ship and her freight. The cargo was ordered to Hamburg, but was arrested in the Admiralty Court by the bottomry bondholder, and brought to London, where it was sold. The underwriters on freight per *Mary Jane* did not abandon their right to forward the cargo to its destination. It was held, reversing the judgment of the Admiralty Court, that there was a lien for freight and for general average per *Mary Jane* upon the proceeds of the cargo in preference to the bottomry bond. *The Constanca*, 2 W. Rob. 287, and the *North Star*, 1 Lush. 45, as to the Admiralty Court not having jurisdiction in questions of general average, or in claims for loss on cargo sold to pay expenses, considered not applicable to the present case. The expense of transshipping and forwarding the cargo of the *Galani* was in the nature of a salvage charge whereby the cargo was rendered available for the bottomry bondholder or anyone else. Suits in the Admiralty Court or at common law are made in the name of the master (or owner) as trustee for the underwriters where his claim has been satisfied by them: (*Cleary v. Macandrew*, *Cargo ex Galani*, J. C. P. C. Dec. 9, 1863; 1 Mar. Law Cas. 488; 9 L. T. Rep. N. S. 550; 10 Jur. N. S. 477; 33 L. J. 97.)

BREACH OF CONTRACT.

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- Construction of letter, 3.
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- Guarantee to sail—Forfeiture, 3.
- Insurance, Sufficiency of, 2.
- Re-charter, 1.
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1. *Construction of letter—Refusal to accept bill drawn for loss on re-charter—Charter-party.*—Ship chartered from Taganros at 60s. per ton. Contract with a London firm to re-charter her on speculation. When she loaded at Taganros, freights had fallen to 40s. a ton. Goods were shipped by the re-charterers on their own account. Charterers held liable for the loss on value of cargo by being shipped at 60s. instead of 40s.: (*Yeames, &c. v. Lindsay, &c.*, C. B. Jan. 23, 1861; 1 Mar. Law Cas. 33; 3 L. T. Rep. N. S. 855.)

2. *Sale of cargo free on board, including freight and insurance—Sufficiency of insurance—Whether it should cover freight.*—A contract in respect of a cargo of wheat contained the clause "payment cash in London in exchange for usual shipping

documents." The amount of the provisional invoice, less freight, was 3624l. One of the shipping documents was a valid policy for 3600l., and it was held that the policy was of sufficient amount. The value of the cargo for the purpose of insurance is to be taken with reference to the port of shipment, not that of discharge. It was further decided that it was a question for the jury whether the policy tendered was a shipping document within the contract: (*Tamvaco and others v. Lucas and others*, Q. B. May 4, 1861; E. C. June 19, 1862; 1 Mar. Law Cas. 66; 231; 7 Jur. N. S. 1100; 1 B. & S. 185; 30 L. J. N. S., 234; 6 L. T. Rep. N. S. 697; 31 L. J. 296, in error.)

3. *Sailing of ship—Shipment of packages.*—Construction of letter undertaking to ship by the *Warrior Queen*, guaranteeing "that she sails not later than the first week in July, or forfeit 2s. 6d. per ton, 300 or 400 packages of goods." Held, that this meant to forfeit 2s. 6d. not only if the vessel did not sail within the time specified, but also if the stipulated number of packages were not shipped, or at all events that the clause referred to the non-shipment of packages. The clause considered exceedingly ambiguous: (*Heugh v. Escombe*, Court of Ex. Jan. 16 and 17, 1861; 1 Mar. Law Cas. 79.)

4. *Contract to receive goods on board—Repudiation of agreement.*—Where before the time for performing the contract arrives, the party who has made a promise expressly renounces the agreement, the other, not being in fault, may in his option treat the renunciation as a breach of contract: (*The Danube and Black Sea Railway and Kustendjie Company v. Xenos*, C. B. Nov. 21, 1861; 1 Mar. Law Cas. 172.)

JUDICIAL STATISTICS, 1868.

COMMON LAW COURTS.

(Continued from page 352.)

In the following summary the totals of the proceedings in the chambers of the six judges of each court are given for 1868 under each head of proceedings for all the chambers:—

Summons	57,531
Common orders	47,992
Special orders	18,119
Certificates, special cases, special verdicts, flats, &c.	2042
Affidavits, affirmations, &c.	17,511
Affidavits filed	24,797
Approbations for taking affidavits or special bail	559
Acknowledgments by married women	299
Office copies (number of folios)	13,985
Recognisances	175
Writs of error	—
Bail	24
Committals	—
Exhibits before judge	4381
Producing judge's notes	70
Bills of exceptions signed by judge	1
Attendance in any court on subpoena	—
Attendance as a commissioner to take affidavits	8
Reports on private bills	1
Attendances by counsel (each side)	5977
Appointment of commissioners	704
Admissions	467
Summons and order to try issue before sheriff	40
Byelaws, allowances	—
Other proceedings	4

COURT OF EXCHEQUER, REVENUE SIDE.

The proceedings at the sittings in Banco of the Court of Exchequer in the year 1868, relating to business on the revenue side of the court, are shown in a return furnished by the Queen's Remembrancer, and were as follows, viz.:—

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Do. (without argument, 114, touching legacy and succession.	
Special cases, 3 (2 judgment against the Crown, and 1 judgment for the Crown).	
Demurrer, 1 (withdrawn by consent. Special case to be stated).	
Cause in equity by English information, 1 (argument occupied three days. Adjourned for judgment).	
Court of Error.—Error brought by the Crown, 1 (judgment for defendants).	

COUNTY COURTS.

The proceedings in the County Courts in the year 1868 for the recovery of debts, the proceedings under the Charitable Trusts Act of 16 & 17 Vict. c. 137, and the proceedings under the Act of 20 & 21 Vict. c. 85, for the protection of wives deserted by their husbands, are shown in the table in the usual form; also, now for the first time under bankruptcy, the number of adjudications in bankruptcy, and the gross produce realised, for each of the fifty-nine County Court circuits, as abstracted from the returns obtained through the treasurers from the registrars of the different County Courts.

County Courts are held at 521 different places in England and Wales, including metropolitan courts which have no jurisdiction in bankruptcy; 324 of the courts are held monthly; the remaining 197 once in two months. The number of places at which courts are held in each circuit, and the number of days of sitting on each circuit in 1868, are shown in the table. For Circuit No. 6, in

which Liverpool is situated, there are two judges. For each of the other circuits there is one judge only.

The following are the number of plaintiffs in the whole of the County Courts, and the totals under each heading in the returns with reference to the recovery of debts for the year 1868, in comparison with the numbers, for the preceding year:—

Plaints entered	1868.	1867.
Cases from the Superior Courts	975,373	941,388
Cases determined:		
With a jury	895	856
Without a jury	569,832	541,704
	570,827	542,560
Judgments—		
For plaintiff	334,675	310,377
For plaintiff by consent or admission	215,732	213,291
For plaintiff by default	2,466	524
Nonsuit	8,344	9,138
For defendant	9,110	9,230
	570,827	542,560
Judgment summonses—		
Issued	117,528	107,674
Heard	65,252	59,277
Warrants of commitment—		
Issued	33,850	30,684
Debtors imprisoned	9,592	8,362
Executions against goods—		
Issued	178,894	159,784
Sales made	5,265	4,523
Appeals	16	14
Orders to stay proceedings	62	43
Certiorari to remove proceedings	51	81
Total amount for which plaintiffs entered	£2,577,133	£2,194,836
On judgments obtained by plaintiffs on original hearings—		
Amount of debts	£1,323,006	£1,151,629
Amount of costs	£58,619	£47,184
Total amount of fees on all proceedings	£354,575	£311,535

Proceedings in case of absconding debtors—	1868.	1867.
Warrants to arrest	52	69
Bail given	1	2
Debt and costs paid	9	20
Warrants suspended	1	7
Proceedings under the Charitable Trusts Act—		
Matters heard	—	—
Orders made	—	—
Proceedings for protection of wives deserted—		
Orders registered	587	637
Orders discharged	2	—
Bankruptcy—		
Number of adjudications by County Courts in 1868	—	4,141
Gross produce realised	—	£62,906

In the number of plaintiffs entered in 1868 the increase as shown above amounts to 33,485, or 3·5 per cent., as compared with the number in 1867, the number in 1867 having exceeded the number in 1866 (exclusive of cases sent from the Superior Courts) by 69,342, or nearly 8 per cent. The number in 1866 exceeded the number in 1865 by 89,733, or 11·4 per cent. In three years, therefore, there has been an increase of 192,560 in the number of plaintiffs entered in the County Courts.

The number of days of sitting for the whole of the circuits was 7987 in 1868, exceeding the number in 1867 by 94, and exceeding the number in 1865 by 366. The number for 1868 gives 71·7 causes for each day of sitting, calculating on the total number of causes determined. This average for 1867 was 68·7; for 1866, 62·1; for 1865, 57·1. The greatest number of days of sitting on any circuit in 1868 was 268, on Circuit No. 6; the lowest 89, on Circuit No. 5. The highest average number of causes determined on each day of sitting was 175, on Circuit No. 13; the lowest was 29, on Circuit No. 28.

The causes determined in court were in the proportion of 58·5 per cent. to the total number of plaintiffs entered, leaving 41·5 per cent. as the proportion settled out of court. In 1867 these proportions were 57·5 and 42·5; in 1866, 55·9 and 44·1; in 1865, 55·4 and 44·6; in 1864, 56·4 and 43·6; in 1863, 55·3 and 44·7, respectively.

Of the judgments given, 96·9 per cent. were for the plaintiff, 1·5 per cent. were nonsuits, and 1·6 per cent. were for the defendant. In 1867 these proportions were 96·6, 1·7, and 1·7; in each of the years 1866 and 1865, 96·2, 1·9 and 1·9; in 1864, 95·9, 2·1, and 2·0 per cent.

The number of debtors imprisoned gives one for 101 of the number of plaintiffs entered with the cases sent from the Superior Courts included. In 1867 the proportion was one for 112; in 1866, one for 115; in 1865, one for 123; in 1864, one for 113; for the average of the years 1859–63, one for 95.

The total amount for which plaintiffs were entered in 1868 shows an increase of 382,297l., or 17·4 per cent., on the amount for the preceding year, following an increase of 142,121l., or 6·0 per cent., in 1867 on the amount for 1866, and of 205,605l. or 11·1 per cent., in 1866 on the amount for 1865. The average for each plaintiff entered in 1868 is 2l. 1s. 3d., against 2l. 6s. 7d., in 1867; 2l. 7s. in 1866, and 2l. 7s. 2d. in 1865.

The amount of debt for which judgment was obtained on original hearings is little more than half (51·3 per cent.) of the total amount for which plaints were entered.

In 1867 this proportion was 52·2 per cent.; in 1866, 51·1 per cent.; in 1865, 50·2 per cent.; in 1864, 55·7 per cent.

The amount of costs shows an increase of 11,435*l.*, or 24·2 per cent., upon the amount for 1867, following an increase of 3,725*l.* or 8·5 per cent., in 1867, upon the amount for 1866, and of 5,742*l.* or 15·2 per cent., in 1866, upon the amount in 1865. The costs are 4·4 per cent. of the amount of debt for which judgment was obtained; on original hearings, against 4·1 per cent. in each of the two preceding years.

The amount of fees shows an increase of 42,740*l.*, or 13·7 per cent., upon the amount in 1867, following an increase of 23,382*l.*, or 8·1 per cent., in 1867, upon the amount for 1866, and of 30,578*l.*, or 11·8 per cent. in 1866, upon the amount for 1865.

EQUITY JURISDICTION.

The following are the totals, under the different headings in the returns, of the proceedings in equity of the whole of the County Courts, for each of the years 1868 and 1867, with the totals of the proceedings from the commencement of the operation of the Act on Oct. 1, 1865 to Dec. 31, 1866:

	1868.	1867.
Total number of equitable suits or proceedings—	679	613
Number of plaints entered—		
For administration of estates	236	189
For the execution of trusts	54	48
For foreclosure or redemption, or enforcing any charge or lien	104	112
For specific performance	87	105
For delivering up or cancelling any agreement for sale or purchase	8	9
For the dissolution or winding-up of a partnership	54	55
	543	518
Number of petitions or notices filed—		
For the appointment or removal of trustees	30	35
For any other purpose under Trustee Acts	55	28
For the maintenance or advancement of infants	15	11
For partitions	2	—
For injunctions	13	21
	115	95
Number of instances of payments by trustees under sect. 24 of 30 & 31 Vict. c. 142	21	—
Amount of subject matter in dispute or otherwise	£87,101	£82,622
Amount of attorney's costs allowed	£5,191	£6,003
Amount of fees—		
Payable to Consolidated Fund	£1,012	£1,052
Registrars	£1,807	£2,089
High Bailiffs	£599	£655
Number of suits or proceedings pending on Dec. 31	254	202
Number of appeals	6	8
Numbers committed for contempt	4	2
Number of warrants of execution, possession, &c.	8	13

CITY OF LONDON COURT.

Under the Act of 30 & 31 Vict. c. 142, which came into operation on the 1st Jan. 1868, the Sheriffs' Court of London was assimilated with the County Courts under the title of the City of London Court.

The number of plaints entered in this court in 1868 was 14,933, against 11,739 in the preceding year, showing an increase of 3194, or 27·2 per cent. There were further, in 1868, 78 cases sent for trial from the Superior Courts. The number of causes determined in 1868 was—with a jury, 46; without a jury, 6749; against 58, and 5574 in 1867. The number of judgments was 6825, against 5632. There were 1223 judgment summonses issued, and 509 heard, against 1021 and 418 in 1867. There were 279 warrants of commitment issued, and 33 debtors imprisoned, against 231 and 50; 1861 executions against goods issued, and 30 sales made, against 1386, and 19. The total amount for which plaints were entered was 63,392*l.*, against 42,651*l.*. The amounts for which judgments were obtained by plaintiffs on original hearings were, debts 27,786*l.*, costs 2367*l.*. The total amount of fees 7800*l.*, against 18,858*l.*, 1532*l.*, and 5400*l.*, respectively, in 1867.

BARRISTERS AND ATTORNEYS.

(From the *Spectator*.)

THE project of fusing the two branches of the Legal Profession, which has often been started, and which has been lately brought into more active discussion by the Liverpool Law Society, seems likely to lead to some practical results, though of an indirect rather than of a direct nature. Some time ago we gave a short sketch of Mr. JEVONS's proposal. We have now before us the report of a committee which was formed

for the consideration of the subject, and a scheme for the formation of a Legal University in London as the first step towards such an end.

The committee report that the Profession generally approves the suggestion of a Central Law University, but is by no means unanimous with regard to "an amalgamation of the two branches or the combination in the same individual of the duties of both branches." This, however, is what in our opinion the public interest demands. It is, no doubt, highly useful to barristers themselves that there should be some means of testing their capacity, and that those who are the most capable should have an opportunity of distinguishing themselves without waiting on the sons and brothers of attorneys. The attorneys, in like manner, may justly complain that as things stand they have to go through a regular apprenticeship and pass examinations, while the barrister has only to eat a few bad dinners and attend as many unprofitable lectures. But these evils, though they may be felt in turn by both branches of the Profession, do not at all exhaust the list. There is the further complaint on the part of the barrister that he is wholly dependent on the attorney for the materials of his case, that he is forbidden by the rules of his profession to see his client, to volunteer information which may be necessary for success, to test the credibility of witnesses for whom he must vouch to the jury. On the other hand, the attorney complains that when he has done his utmost with a case he must transfer it to some one who has no interest in it, who perhaps does not read it through, who sometimes makes a compromise without authority, and who is not responsible for the grossest negligence. Between the two complaints the public suffers. In either case it is the client that is sacrificed. The man who is made to pay the two fees falls between the two stools. The injustice of excluding attorneys from all the chief legal appointments is no doubt felt by them alone, but it is none the less real, and it carries with it a diminution of social status which is a clog upon the whole of that branch of the profession. It is said that the attorney makes up for this by earning money more quickly than the barrister, and that the barrister ought to be rewarded for his early disappointments by "high patronage late in life." No doubt there are compensations in all the troubles of life, but that does not prove that life is perfect. It might be better if the barrister could also earn money when he was young, and yet there would be no reason why he should forfeit his subsequent chance of patronage. If a man is fit for both, why is he to be restricted to one? Why is he to remain idle in youth, or be incapable of a rise in manhood, unless it be for the public interest that tried ability should not have the stimulus of hope, and growing ability should be pressed down under the load of disappointment? It is said that a division of labour is necessary in the legal profession, that an attorney in large practice keeps different clerks for different kinds of work, and that barristers also devote themselves to special subjects. If, therefore, the distinction between barristers and attorneys is to be abolished, *a fortiori* all these minor distinctions must go with it. But this is just what will not follow. At present there are arbitrary distinctions as well as necessary distinctions, the first being the creatures of law, the second those of practical convenience. It cannot be thought that if barristers were to be allowed to take their instructions from clients, and attorneys were to be allowed to practise in court, the next step would be for Chancery barristers to be defending prisoners at the Old Bailey, and for the Bar of the Middlesex Sessions to migrate in a body to the House of Lords. There might be other inconveniences in a simple fusion of the two branches of the Profession as they stand at present. The change would be too sweeping to be unaccompanied with matters of grave doubt and difficulty. But we hope before long to see the principle conceded. The details may be worked out more slowly.

The report to which we have alluded proposes that there should be a Central University of Law for both branches of the Profession. No one should be entitled to practise either as attorney or barrister without taking the degree of Associate of Laws for the first, and of Bachelor of Laws for the second. We think that in this we may trace the germ of a future amalgamation of the two branches. If the education of both is to be the same, but the one which is higher in

the social scale and in the rewards reserved for it is to entail a longer course of study and a severer test, the rise from one to the other becomes more natural. At present, there is no connection between the two. If an attorney wishes to become a barrister he must first have his name struck off the rolls, and must then qualify for a call by keeping terms for three years, and attending either chambers or lectures, or passing an examination. In the same way a barrister must be disbarred before he can be articulated. None of the time passed in studying for one branch is counted by the other. According to the present scheme, a course of study in an attorney's office is to be recognised as part of a barrister's qualification. This, again, gives us a point of contact between the two branches. It has already been found that a year or two with an attorney is an extremely serviceable part of a barrister's training. We believe one of our present Judges started as an attorney. A late Attorney-General was articulated in his father's office. One of the leading juniors on the Home Circuit owes much of his success to the same cause. The insight into the mechanism of law as a business which is thus gained, has its effects on the subsequent practice of law as a science. This may be but a very gradual convergence of the two branches, and, indeed, the committee have altogether postponed the consideration of any actual fusion. But when lines cease to be parallel, they must meet some time or other if prolonged at both ends, and the ultimate tendency of the present scheme is to bring the two branches together. No doubt, long before they actually join, many other distinctions will have to be abolished. The attorneys will not always be tied down by such strict rules as to their fees, and the barristers will not always be limited to a *honorarium*. The payment of both ought to be arranged on a different scale. At present neither of them make their incomes by their real work, for that is insufficiently remunerated. The attorney gets the same fee for signing a cheque or reading a letter as for answering a difficult question of mixed law and fact which needs all his learning and experience. The barrister earns as much by going before a Judge in Chambers and obtaining leave to plead several matters, as by waiting in court for ten days while the cases that stand before him are being disposed of. We hear occasionally of immense charges for marriage settlements, and exorbitant fees in heavy cases. But if lawyers were able to bargain, could charge the real value of their work in one case, and do without any fee in another, such payments would be more evenly distributed. Lord Westbury's Bill to enable attorneys to dispense with the regular scale would have this effect so far as they were concerned. Unfortunately, the Profession was against that scheme, and nothing has yet been devised to touch the sacred *honorarium* of barristers.

There can be little doubt that whatever may be done with a view to the fusion of the two branches, the present division of labour will continue. Perhaps the effect of a change will be to extend it. The preparation of a case will still rest with the man who is versed in business details, but he will not think it necessary to carry the case himself through all its stages. Indeed, if by accident the business details were to be entrusted to the wrong man, he would have the simple remedy of transferring them to another. Barristers in large practice could not count on having the greater part of their work done for nothing, as is so much the case at present, but they will be able to make over a minimum of the gains together with the maximum of the business. We question if this would not be a more healthy system, as far as the Profession is concerned, than the one which is now in vogue. But the real point to be considered is the public interest. Would the legal work of the country be better or worse done if these arbitrary distinctions were abolished? We think it would be done better. As things stand, the work is portioned out, not with regard to practical difficulty, but to theoretical fitness. An attorney can conduct the case against the Overend and Gurney directors before the LORD MAYOR, and can be highly complimented on the skill with which he has presented it to the court, but when the very same case comes on before the LORD CHIEF JUSTICE, Mr. LEWIS can be heard no longer. An immense amount of Chancery business is transacted by the chief clerks, and as barristers will not go before those who were originally solicitors, solicitors have to appear and

argue. But should any case be referred from the chief clerk to the Vice-Chancellor, the argument has to be taken up by counsel, not because Vice-Chancellors are more difficult to move than chief clerks, but because barristers have an exclusive audience. Of course, a solicitor may feel that he is unfitted to argue a case, just as a barrister may feel that he is unfitted to get up the necessary evidence. But the converse may sometimes occur. An attorney may learn by experience that he is more fitted for work in court than for office work, and a barrister may find that his presence of mind always deserts him as soon as he is on his legs. Under present circumstances, the first can only practise in County Courts and before magistrates; the other must restrict himself to chamber practice, which is not always of a very lucrative order. There is no other remedy. It is all very well to say that both branches of the Profession are open to all the world, but a man who has committed himself to one does not care to throw away all his time and money and start afresh in the other. If there was even a simple and ready means of transition from one to the other, some improvement would be made. Yet here again the interests of the Profession would be advanced, rather than those of the public, though the public would benefit indirectly from anything that rendered the Profession more practically useful. A simple and economical division of labour would serve the public best, and the Profession need hardly fear an injury to itself from a scheme nursed in its own bosom, and countenanced by the ablest of its leaders.

ELECTION LAW.

THE REGISTRATION COURTS.

LAMBETH.

Mr. P. Le Breton, the revising barrister for the borough of Lambeth, opened his court on Wednesday at the Vestry-hall, Kennington.

Mr. T. Gilbert, Victoria-street, appeared on behalf of the Conservative Registration Society; and Mr. R. Hartwell appeared on behalf of the Lambeth Lodger Registration Committee.

There were only 67 householders' claims, 176 Conservative objections, and 294 lodger claims.

The Revising Barrister remarked that there was little to do to all appearance, the number of claims and objections being very considerably under that of last year. He was desirous to give every facility for lodgers to establish their claims; and, therefore, he had determined to hold a special court on Saturday afternoon next, at three o'clock. He would, however, take any lodgers' claims who attended during the day.

Mr. Hartwell expressed satisfaction at the revising barrister's consideration for the lodgers; but he thought that the lodger franchise under the present system was a delusion and a sham. The clauses in the Reform Bill relating to the lodgers required extensive alteration to render them of much use or advantage.

The court then proceeded with the lists of householders, the first taken being that of St. Giles's, Camberwell, in which there were 41 claims and 3 objections. Of the claims 36 were sustained, and the three persons objected to were struck out. The overseers' objections from deaths, removals, and non-payment of rates were then disposed of, and the list passed as correct. The list for St. Mary's, Newington, in which there were 173 objections taken by the Conservative agent was next taken. Of these 160 were sustained, there being no agent present on the Liberal side to defend the retaining of the names. Out of 15 Conservative claims, 14 were sustained. The overseers' objections and alterations were then taken, and a few names having been struck out from deaths, removals, or non-payment of rates, the list was declared complete. The list of St. Mary's, Lambeth, was next taken, containing the names of 16,000 voters. There were only 11 claims, and no objections by agents. Six of the claims were allowed. The overseers' objections from deaths, removals, and non-payment of rates were then taken and disposed of, occupying some time, and the list was declared complete. The barrister complimented the overseers of the different parishes on the excellent manner in which they had prepared the lists of voters, which had been a considerable saving to the time of the court. Having been enabled to get through the householders' lists in one day, he should adjourn the court until Saturday afternoon at three o'clock, when he would take the lodger lists. The number of lodger claims during the day was 20, and all were allowed.

MARYLEBONE.

Mr. F. H. Bacon, the revising barrister for the borough of Marylebone, attended at the Vestry-hall, Harrow-road, Paddington, for the purpose of visiting the list of voters for that parish.

Mr. R. H. Bristowe Macmullen, the hon. secretary and solicitor of the Paddington District Conservative Association, attended to watch the proceedings on behalf of the Conservative interest. The Liberal and Radical parties in the borough were not represented.

Mr. Macmullen inquired of the revising barrister what course he proposed to adopt with reference to the lodger claimants.

Mr. Bacon, in reply, stated that he should carry out the same principle as he had adopted in Chelsea at the revision last year, and if the lodger claimants did not attend to support their claims, or send some one with whom they were well acquainted, he should, on proceeding with the list, strike off their names.

After some further conversation, the revising barrister proceeded to hear the claims of those lodgers who were then present.

The revision of the voters' list for the county of Sussex has been fixed to take place as follows:—For East Sussex, before Mr. Charles Edward Jemmett: At Uckfield, on the 29th inst.; Mayfield, 30th inst.; East Grinstead, 1st Oct.; Battle, 4th; Hastings, 5th; Hailsham, 8th; Rye, 12th; Lewes, 14th; Cuckfield, 18th; Brighton 20th. For West Sussex, before Mr. Chas. Hanco: Horsham, 21st inst.; Petworth, 23rd; Midhurst 24th; Chichester, 27th; Arundel, 28th; Worthing, 29th; and Steyning, 30th.

FEMALE VOTERS AT LEICESTER.—The borough of Leicester (the population of which numbers about 80,000 inhabitants) has a Burgess roll of over 16,000 persons, of whom between 2000 and 3000 were female voters. Having in view the forthcoming municipal elections, at which females will be allowed to vote for the first time, the ladies have already begun to bestir themselves, and in one of the large wards a females' association has been formed with one of the fair sex as president. The political creed of the association is said to be "thoroughly independent."

LODGER CLAIMS.—It is remarkable how very few claims have been made in the metropolis by lodgers renting apartments of the value of 10l. per annum to be registered under the provisions of the Reform Act of 1867. In some parishes there have been no claims at all. In Mile-end Old Town, containing 65,000 inhabitants, and in which there are at least 3000 lodgers qualified to vote, only twenty-two claims have been sent in, although Mr. Southwell, the town clerk of the hamlet, published self-explanatory printed forms, and they were liberally supplied to anyone applying for them. In the adjoining hamlet of Ratcliff, with a population of 17,000, and with 1000 or more qualified lodgers, only two claims have been forwarded to the overseers, one by a Conservative, the other by a Radical Registration Association. In the parish of St. George-in-the-East, with a population of 40,000, and 2000 of them qualified to vote as lodgers, only nine claims have been made. Thus, in three parishes, containing a population of 142,000 souls and 6000 lodger voters, only thirty-three claims have been made.

ESTATE AND INVESTMENT JOURNAL.

STOCK AND SHARE MARKETS.

THE Money Market has fully recovered from the depression caused by the panic in France. The following are the fluctuations:

The following were the fluctuations:

ENGLISH FUNDS.	Fri.	Sat.	Mon.	Tues.	Wed.	Thurs.
Bank of England Stock	244½	...	...	244	...	244
3½ Cent. Red. Ann. ...	91½	91½	91½	91½	91½	91½
3½ Cent. Cons. Ann. ...	92½	92½	92½	92½	92½	92½
New 2½ Cent. Ann. ...	...	...	...	...	...	...
Do. 3½ do. Jan. 1869.	...	...	...	...	...	...
New 3½ Cent. Ann. ...	91½	91½	91½	91½	91½	91½
5½ Cent. Ann. ...	...	...	...	...	...	...
5½ Cent. 31 Jan. 1873	...	...	...	...	108½	...
Ann. 30 years exp.	...	...	...	...	...	...
April 5, 1885	...	...	11½	...	...	...
Do. exp. Jan. 5, 1880	...	...	...	...	...	...
Do. exp. July 1880	...	...	...	...	...	...
Red Sea Tele. Ann. 1898	...	...	...	...	92½	92½
Consols. for Acc.	...	...	...	...	...	...
India 5½ Cent. for Acc.	...	...	...	...	...	...
Do. 5½ Cent. July 1880	...	...	...	...	...	...
India Stock, July 1880	114½	...	114½	114½	114½	...
India Stock, 1874	210	...	210½	212	212	...
India 4½ Cent. 1868	98½	98½	...	100½	100½	...
India Stock, 4½ Cent.	...	...	...	...	...	...
1868	...	...	...	...	...	...
India Bonds (1000l.) 4 per Cent.	...	...	...	...	30s. d	30s. d
Do. (under 1000l.) 4 per Cent.	...	...	...	...	...	...
Ex. Bills, 1000l.	a	c	a	...	...	...
Do. 500l.	b	a	a	...	...	...
Do. 100l. and 200l.	...	...	...	...	...	...
3½ c.	b	a	a	...	...	...

a June 3 per cent., 10s. p.m.
b March, 21 per cent., 2s. p.m.
June, 3 per cent., 6s. p.m.
c June 3 per cent., 8s. p.m.
d Premium.
e Ex. div.

PUBLIC COMPANIES.

RAILWAY COMPANIES.

Melbourne and Hudson's Bay.—A dividend at the rate of 7 per cent. per annum.

Monmouthshire.—An ordinary dividend at the rate of four per cent. per annum.

Sambre and Meuse.—A dividend of 4s. per share payable on the 1st Oct.

West Cornwall.—A dividend of 2½ per cent. on the ordinary stock.

BANKS.

Hong Kong and Shanghai.—A dividend at the rate of 12 per cent. per annum.

London and Middlesex Bank (Limited).—A final distribution of 5s. per share, making 2l. 5s. per 10l. share, has been made by the liquidators.

Merchant of London.—An interim dividend at the rate of 5 per cent. per annum.

Oriental Commercial Bank (Limited).—An eighth dividend of 1s. 6d. in the pound (making 13s.) is payable to the creditors at the offices of Messrs. Cooper Brothers and Co.

FINANCE, CREDIT, AND DISCOUNT COMPANY.

City Discount (Limited and Reduced).—A first dividend of 4s. in the pound is announced.

ASSURANCE COMPANIES.

Albert Life Assurance.—Mr. Price has issued a memorandum to the policy-holders denying that the proposed arrangement is unduly favourable to the shareholders. He believes the assets would not be increased if the shareholders' liability were unlimited; and there is a strong feeling in favour of a transfer of the business. He also suggests that a committee should be formed to give him counsel and assistance.

International Life Assurance.—A call of 5l. per share is announced by the official liquidator.

Rock Life.—A dividend and bonus together of 4s. per share.

MISCELLANEOUS COMPANIES.

Lower Assam Company.—A call of 5s. per share is payable on the 1st Oct.

Monarch Building Society.—5 per cent. interest has been paid, and a further 5 per cent. bonus is recommended.

Surrey Commercial Dock.—A dividend of 3 per cent.

MINING COMPANIES.

Alamillos.—A dividend of 2s. per share.

Fortuna.—A dividend of 3s. per share is announced.

Linares.—A dividend of 5s. per share.

Royal Forest of Dean Mining (Limited).—A call of 5l. per share is to be made upon the contributories.

SOLICITORS' JOURNAL.

NOTES OF NEW DECISIONS.

PRACTICE — JURISDICTION — DEMURRER — OBTAINING MONEY ON FALSE REPRESENTATIONS.—B. told R. that he was going to advance money to two persons on the security of a bill at three months, and represented them to be perfectly solvent and the bill a good security, knowing at the time that they were insolvent, and that the bill would be dishonoured, which it was. R. having advanced money on the faith of such representations, filed a bill alleging that he was induced to advance it on representations made by B., which he knew to be untrue, the transaction being part of a scheme to apply, as he had applied, the money for purposes of his own. A general demurrer to this bill overruled, on the ground that, although there was a legal remedy, there was concurrent jurisdiction in equity: (*Ramshead v. Bolton*, 21 L. T. Rep. N. S. 50. V.C. M.)

ADMINISTRATION — INSUFFICIENT ESTATE.—Where there are contingent annuities given by a testator's will, and his estate turns out to be insufficient for the due payment of them, and some of the annuitants have died, the amount of the several annuities is to be estimated at the value of the respective annuities at the death of the testator, and the sums subsequently paid to the annuitants on account of the annuities to be deducted from that amount. The rule as adopted in *Todd v. Beilly*, 27 Beav. 353, followed: (*Potts v. Smith*, 21 L. T. Rep. N. S. 54. V.C. J.)

ARTICLES EXEMPT FROM SEIZURE IN EXECUTION.

The following remarks by an American judge on an American statute are of interest:—"Although I was inclined to think at first that the words ordinarily used in the debtor's occupation was intended to exempt merely such goods as were in actual and daily use, and that when he had manifested an intention to abandon their use by selling them, that they *ipso facto* became subject to seizure for the payment of his debts, I am,

however, now inclined to think that those words in the sixth paragraph of the 4th section are merely descriptive, intended by general language to take in articles of various kinds suited to the debtor's occupation, as the anvil, bellows, hammers, &c., of a blacksmith; the bench, planes, saws, &c., of a carpenter; the horse of a pedler, the loom, shuttles, &c., of a weaver, and such like. The words *ordinarily used* should be read ordinarily required or employed in the particular occupation. I do not think now that they have reference to the actual employment of the chattels by the debtor. That their use is to restrict the sense of the broad term chattels; if the word '*chattels*' were not used the 6th head of the 4th section would read thus, 'tools and implements of the debtor's occupation to the value of 60 dols.,' and that, as respects tools is the proper reading of the section, the words *ordinarily used* in being solely applicable with the words or *chattels*. If exempt then from seizure the execution could not bind them in the debtor's hands or in the hands of the claimant, as he could (without, i.e. in the absence of, intentional fraud) make a valid sale of them to whomsoever he pleased, for he was free to sell them, and a *bona fide* purchaser is protected. A workman, of course, is not bound to keep the same tools all the days of his life, nor a pedler the same horse which would be exempted, after he is broken down, or if he for any reason thinks, as pedlers do sometimes think, he could better himself by an exchange or sale: indeed, a man might be so necessitous as to require to pawn or sell his tools to procure food for his family, and a hundred things might occur to show that this view is correct.

CREDITORS UNDER ESTATES IN CHANCERY. LAST DAY OF PROOF.

BASSETT (Eliza), 8, Weedington-road, St. Pancras. Oct. 30; Fildate, Clarke, and Co., solicitors, 40, Craven-street, Strand. Nov. 2; V.C.J., at twelve.
COLTRANE (Robert J.), Weston-super-Mare. Oct. 1; Gabriel and Roscombe, solicitors, Bridgwater. Nov. 4; V.C.M., at twelve.
HARRISON (John), Old Jewry, London. Nov. 9; G. R. Puddicombe, solicitor, 3, Furnival's-inn. Nov. 16; V.C.M., at one.
JONES (Evan Valentine), Kerry, Ireland. Oct. 11; T. W. Watkins, solicitor, 5, Mitre-court Chambers. Nov. 5; V.C.S., at twelve.
SMITH (Henry F.), East Lodge, Parkhill, Clapham. Oct. 1; Hart and Davies, solicitors, Abchurch House, Sherborne-lane. Nov. 4; V.C.S., at twelve.
STAMP (Thomas), Topsham, Devon. Sept. 30; G. F. Truscott, solicitor, Exeter. Nov. 3; V.C.S., at twelve.
THOMAS (John), Vine Cottage, Romford. Sept. 21; W. Vant, solicitor, 2, Leamhall-street. Oct. 30; V.C.S., at one.
WALSH (John), 25, Clement's-road, Bermondsey. Oct. 1; Allan Field, solicitor, 2, Suffolk-lane. Nov. 4; V.C.S., at twelve.
WRIGHTON (John), 53, Bristol-street, Birmingham. Oct. 16; Bridges and Clark, 17, Temple-street, Birmingham. Nov. 6; M. R., at eleven.

CREDITORS UNDER 22 & 23 VICT. c. 35

Last day of Claim, and to whom Particulars to be sent.

BUTTERFIELD (Walter), Gray's-inn, London. Sept. 29; Tucker, New, and Co., solicitors, 4, King-street, Cheapside.
CALE (John), Sharnhall, Stafford. Nov. 15; J. Riley, solicitor, 32, Queen-street, Wolverhampton.
CALVERT (Robert), Lord Nelson inn, Walmgate, York. Dec. 1; Robert Dale, solicitor, Museum-street, York.
CUNNINGHAM (Jas. A.), Essex Head, Essex-street, Strand. Oct. 24; W. Rutter, solicitor, 4, King's Bench-walk, Temple.
DEANE (Wm.), Lower Norwood, Surrey. Oct. 6; Oliversen, Peachey, and Co., solicitors, 8, Frederick's-place, Old Jewry.
DYNE (Francis B.), Gore Court, Tunstall, Kent. Oct. 30; E. S. Cayell, solicitor, 11, Waterloo-place, Pall-mall.
FERRAZ (Joas Pinto), 8, Chapel-place, Vine-street, Middlesex. Nov. 8; Uptons, Johnson, and Co., solicitors, 20 Austinfriars, E.C.
HEINERTZGAGEN (Daniel), Devonshire-place, W. Jan. 1, 1870; Freshfields, 5, Bank-buildings, E.C.
HILL (Elizabeth), 17, Dawson-place, Middlesex. Oct. 31; Skilbeck and Co., solicitors, 34, Bedford-row.
HOPKINS (Evan), Llanwrms, Glamorgan. Sept. 30; Grover and Grover, solicitors, Cardiff.
HORTON (Mary Ann), Highbury. Nov. 1; S. Potter, solicitor, 36, King-street, Cheapside.
JACOB (John), 333, City-road, Middlesex. Oct. 24; W. Rutter, solicitor, 4, King's Bench-walk, E.C.
JOHNSTONS (Mrs. Elizabeth), 1, Mount-pleasant, Barnsbury, Islington. Oct. 20; Maynard, Son, and Co., solicitors, 57, Coleman-street, London.
JONES (W. D.), Laneych, Pembroke. Oct. 16; Jenkins and Evans, solicitors, Cardigan.
JOWETT (Mrs. Mary), Stamford House, Ashton-under-Lyne. Nov. 10; Earle, Son, Orford, and Co., solicitors, Brown-street, Manchester.
KIMBER (John), Portsmouth. Oct. 23; Edgecombe and Cole, solicitors, Portsea, Hants.
LAMB (Jno. S., M.D.), 504, Edgware-road, Middlesex. Oct. 9; J. E. Smith, 21, St. James's-square, W.
LOLE (Peter), 114, Culford-road, De Beauvoir-town, Middlesex. Oct. 3; Tanqueray and Co., solicitors, 34, New Bond-street, E.C.
MAXEY (William), 52, Edmund-terrace, Notting-hill. Oct. 31; G. H. R. Fisher, solicitor, 4, King's Bench-walk, E.C.
MOORE (G. G.), 3, Westbourne-terrace, Hyde-park. Nov. 1; Slee, Ovans, and Co., solicitors, Parish-street, St. John's, Southwark, S.
PLANE (Rose B.), Troy-town, Rochester. Oct. 23; T. Cheesman, solicitor, 193, Parrock's rect, Gravesend.
PRICE (James), 13, Lambeth-square, Lower Marsh, Lambeth. Oct. 20; J. Mote, solicitor, 1, Walbrook.
RICHARDSON (Harriet), 5, Lambard-villas, Greenwich-road, Greenwich. Oct. 16; Dawes and Sons, 9, Angel-court, Throgmorton-street.
ROBINSON (Hannah), Thaxted, Essex. Sept. 29; William J. Myatt, solicitor, 3, Arthur-street, east, King William-street, E.C.
SHAW (Geo.), 71, Marquis-road, Canonbury, Middlesex. Sept. 22; Lovell, Son, and Co., solicitors, 3, Gray's-inn-square, W.C.
SHU NEWORTH (John S.), 9, Lorraine-place, Holloway. Oct. 12; C. Mott, solicitor, St. Paul's-chambers, 15, Paternoster-row, E.C.

SEATER (James), Wine Office Court, Fleet-street. Sept. 20; J. Edell, solicitor, 33, King-street, Cheapside.
SPAIN (Sarah), 1, Victoria-terrace, Hove, Sussex. Oct. 20; Somes and Thompson, solicitors, 17, Moorgate-street, E.C.
WALKER (Miss Charlotte), Burgess, Bromyard. Nov. 1; T. Barnby, solicitor, 33, Forogate-street, Worcester.
WEAVER (Mary), Town Walls, Shrewsbury. Nov. 2; C. D. and A. Craig, solicitors, Shrewsbury.
WOLLETT (Jno. F. S.), 20, The Terrace, Kennington-park, Lambeth. Oct. 15; Lawrence, Plews, and Co., solicitors, 11, Old Jewry-chambers, E.C.

UNCLAIMED STOCK AND DIVIDENDS IN THE BANK OF ENGLAND.

Transferred to the Commissioners for the Reduction of the National Debt, and which will be paid to the persons respectively whose names are prefixed to each, in three months, unless other claimants sooner appear.]

BALL (Henry), Temple, London. Dividend on £202. 6s. 8d. Reduced Three per Cent. Annuities. Claimant, William P. Jones.
BARNETT (Wm.), Birch-lane, E.C. Dividend on 217. 8s. 8d. Reduced Three per Cent. Claimant, Georgina G. Lindsay.
BOURNE (George D.), Rev., Weston Subedge, Gloucestershire. Dividend on 657. 17s. Consolidated Three per Cent. Annuities. Claimants, Rev. G. D. Bourne, Nathan Izod, and Charles W. Morris.
VAUGHTON (Rev. R. R.), Yeldersley-house, Derby. Dividend on 207. 16s. 2d. Consolidated Three per Cent. Annuities. Claimants, Hannah Wildsmith and Lorenzo Secker.

THE BENCH AND THE BAR.

THE LAST OF THE KNIGHTS.—The chivalry of the United Kingdom has received a distinguished addition. Her Majesty has been pleased to direct letters patent to be passed under the Great Seal, granting the dignity of a knight of the United Kingdom to William Richard Drake, of Oatlands-lodge, in the county of Surrey, Esq. Nothing could be more gratifying to a branch of the legal profession on which titles seldom descend. Mr. W. R. Drake is a solicitor, and solicitors are seldom knighted, as for other reasons so perhaps because the judges, often including the chief justices, as at this moment, never attain higher civil honours. But there is no reason in the nature of things why a highly respectable solicitor should not be knighted. It was in the City considered a breach of social or civic etiquette when two aldermen who had been lord mayors recently accepted a mere knighthood. But if anybody likes to be knighted, considering who are often knighted, we may perhaps admire the taste of those who receive, yet we should scarcely question the discretion of those who bestow, this somewhat doubtful honour. As we have said, we rather like the notion of a solicitor winning spurs; and Mr. Drake is as good a solicitor, for aught we know, as any other gentleman one &c. on the *Law List*. To say the truth, we never heard of Mr. Drake or of the respectable firm of Birch, Dalrymple, Drake, and Co., of which the new knight is the junior partner. That is to say, we were not bound to know his merits. We are told that "Mr. Drake has done great services to the Liberal party." Though of the Liberal party ourselves, we do not profess to be initiated in, or familiar with, the secrets of that party. Perhaps we are not worthy to know them; so much the better for us. We therefore look at Sir W. R. Drake and the Liberal party, and the services rendered to them by Sir William, or by anybody else, very much *ab extra*. We can only wonder what those services are. As a public man Mr. Drake was perfectly unknown to us, and we believe to the outside world. Orator, publicist, statistician, drafter of bills, collector of social facts, skilled in foreign or domestic policy, Mr. Drake may be, and we dare say is. But this fame of his has not reached us. Mr. Drake may have served his country; but his country, in this case as in other cases, knows not of its hidden heroes, its secret benefactors. The authorised journals tell us that "it is understood that this honour has been conferred at the instance of Mr. Gladstone as a personal recognition of the services rendered to the Liberal party by Mr. Drake during the several years of close and confidential relations which have existed between him and its recognised representatives." Here we recognise not only "Mr. Gladstone's instance," whatever that may be, but the grand Gladstonian style in all its sonorous superabundance of sesquipedalian words—to take a feather from Mr. Gladstone's wing. And we recognise something else—Mr. Gladstone's earnest outspokenness. We dare say that the Liberal party does owe a great deal to Mr. Drake. The Liberal party owed a great deal to Mr. Coppock. Not that we have the least reason to suppose that Mr. Drake is in any special sense a successor to Mr. Coppock; only, if there is a difference, it might be well to have it explained. Every party owes a great deal to its confidential agents. There must be a good deal of party work done by active partisans, which work requires special instruments. Those instruments must be peculiar; the work to be done is, as they say, delicate and difficult, and to do it requires peculiar qualities. Sometimes the work approaches the confines of the shaky;

sometimes, it is thought of the dirty. As far as we have heard, this sort of work is commonly supposed to mean electioneering work, which is not always clean work; it means also dealing with doubtful allies, staving off unpleasant contingencies, coaxing and manipulating and arranging and so on. Services rendered to a great political party are often confused in popular estimation with the Man in the Moon and that sort of thing. In Sir W. R. Drake's case any such association or confusion of ideas would be very unjust, we make no doubt. But still the popular opinion remains; and in its teeth it reflects great credit on Mr. Gladstone's hatred of reticence, and of course on his discretion, not only that he gets a confidential agent and servant of his party knighted, but at once says why he is knighted. That Mr. Drake deserves his honours, though not perhaps so much as the first knightly Drake, we make no doubt. But it is awkward that the Queen's name should be introduced into the matter. The Queen is the fountain of honour, and from the Queen that honour flows into the channel which the present Drake, Knt., adorns. But then, it comes to this, that services rendered to the Liberal party include private services, and from the nature of the case, secret services are not to be considered equivalent to services rendered to the Crown and State and public weal. This is not the right use to make of the Sovereign's prerogative of conferring titles. By theory every title is conferred for services rendered either to the great body politic or to the Crown personally. Costa is knighted because he is supposed to have done service to the whole people, Whig and Tory alike, i.e. he is knighted in recognition of his public service. A provincial mayor is knighted because he has exhibited great diligence and circumspection in the discharge of public and official duties. A valuable servant or physician of the court is knighted or baronetted for services rendered to the Sovereign personally. Into none of these categories can we force Sir W. R. Drake. And as he at present forms the only precedent for his own special honours, we are obliged to Mr. Gladstone for announcing his qualifications. The announcement is well fitted to encourage the activity of a class which we had begun to think was quite active enough. We can only regret that Mr. Gladstone has not instructed his organs to obviate possible misconception by explaining more precisely the nature of those "services rendered to the Liberal party" which have been deemed worthy of this very exceptional, and perhaps exceptionable, recognition.—*Saturday Review*.

MAGISTRATE AND PARISH LAWYER.

NOTES ON NEW DECISIONS.

NUISANCE—POLLUTION OF STREAM—ABATEMENT.—A corporation had erected certain works so that the sewage of the town flowed into an ancient brook, which passed the mills of a manufactory, and thereby the brook or stream was so far polluted as to affect the health of the workmen and others in the manufactories residing in the neighbourhood of the stream, and also affected the property of the manufacturers. The balance of the scientific evidence proving that what had been done by the corporation caused a nuisance and was injurious to the public health: Held, that the relators were entitled to an immediate injunction to restrain any further extension of the works by which the pollution of the stream had been caused, and a further injunction (to commence the 1st June 1870) to allow time to the corporation to apply to Parliament for additional powers if so advised, against causing the sewage to pass by or through the present outfalls; (*Attorney-General v. The Corporation of Halifax*, 21 L. T. Rep. N. S. 52. V.C.J.)

MUNICIPAL ELECTION—BRIBERY.—Sec. 2 of 17 & 18 Vict. c. 102, extended by 22 Vict. c. 35, to municipal elections. A person is to be deemed guilty of bribery who shall give, lend, &c. or shall offer, promise, or promise to procure, or to endeavour to procure any money or valuable consideration to or for any voter, in order to induce any voter to vote or refrain from voting, &c. On the morning of an election B. went to C., a voter, who told him that he did not intend to vote, when B. said he should be remunerated for loss of time. This was held to be bribery within the above cited clause: (*Simpson v. Veend*, 11 L. T. Rep. N. S. 56. Q. B.)

The Manchester magistrates have suspended not less than 388 beerhouse licences. These suspended cases will, of course, come on for reconsideration at a future sessions.

The first conviction under the Contagious Diseases (Animals) Act took place on Saturday, before the Guildford magistrates. Mr. J. M. Molyneux, a farmer, was fined 5*l.* and costs for turning out a heifer on Rushetts Common, while suffering from the foot and mouth disease.

WOMAN SUFFRAGE.—A Sheffield paper states that the burgess list for that town, just issued, contains among the 34,000 names those of between 300 and 400 women.

The resolution lately adopted at a public meeting at Mile-end, calling upon the board of guardians not to enforce the Vaccination Act, has been presented to that body. The chairman stated that the guardians had never exercised any of the powers conferred by the Act, for they held it to be their duty to do nothing obnoxious to the feelings of the ratepayers. The board petitioned against the measure when it was before Parliament, as an "uncalled-for interference with the liberty of the subject."

One of the magistrates of the county Sligo has been dismissed from the commission of the peace by the Lord Chancellor, notice to that effect having been served on him on Saturday by the clerk of the Crown. A correspondent of *Saunders's News Letter* says that the gentleman so deprived is Mr. Robert Faussett, of Union Lodge, Colloney. The cause of his removal is his having, at a meeting of the town and harbour commissioners of Sligo, of which body he was a life-elected member, given a sort of challenge to fight a duel to a brother magistrate; and having called another member of the bench a "low chap." The corporation, as a public body, brought his conduct under the notice of the Lord Chancellor, and the result is that he has been superseded.

Lord Stanley presided at the annual general session of the magistrates of Lancashire, held at Preston. Mr. Aspland submitted a report from the Standing Reformatory Schools Committee, and said that during the past year the increase of adult crime in the country had been 9 per cent., while in the county of Lancaster the increase had been 29 per cent. In England and Wales there had been an advance of 4·6 in juvenile crime, while in Lancashire the advance had been 20·7. There was a very extraordinary difference between Lancashire and the rest of England, and it perhaps might be explained by the want of reformatory accommodation which now existed. A considerable number of children had been sent to reformatories. Lancashire paid only 20 per cent. of the maintenance as compared with other counties paying 24. In Lancashire there were some 24 per cent. of children sent to reformatories who never reached them—firstly, through want of accommodation; and next through the unacquaintance of magistrates with the provisions of the Act of Parliament and requirements of reformatory managers. Lord Stanley said there could be no doubt as to the increase of crime, and it certainly was the duty of the magistrates to consider the report when it was printed. The report was ordered to be printed and circulated. The Rev. J. Shepherd Birley, as chairman of the Finance Committee, made a very serious charge against some members of the legal profession. In proposing that the table of fees to magistrates' clerks be revised by a committee of the court, he said the reason for the revision was that on looking over the returns of fines and penalties due to the county (which are sent into the treasurer's office by the magistrates' clerks), the Finance Committee found that the greatest discrepancies existed in the way in which those gentlemen chose to interpret the scale of fees, which was intended to be uniform throughout the county. In one petty sessional division the charges on drunken cases, besides the ordinary fine of 5*s.*, ranged from 4*s.* 6*d.* to 8*s.* 6*d.*; but in another division the very lowest charge was 1*l.*, and sometimes it was as high as 27*s.* In beerhouse cases, in one division, the charges ranged from 10*s.* to 25*s.*; in another from 4*s.* 6*d.* to 12*s.* 6*d.*; and in another the lowest charge was 15*s.* 6*d.*, and the highest 37*s.* The magistrates would be surprised to learn that in certain petty sessional divisions 2*s.* was charged on every drunken conviction. In one case he had been at the trouble to inquire whether those convictions for which 2*s.* was charged were ever filed, and he found that during the last quarter there were 34 such convictions, yet that magistrates' clerk had never filed a conviction since Jan. 1868. He would give no names, but expressed a strong belief that a very small proportion only of these convictions were ever filed; and he would warn those magistrates' clerks who received charges on convictions without filing them that they had better mind what they were about, because these very bills were all sent up to the Treasury, and if they were found out it was pretty well known how they would be dealt with. It was a very great scandal upon the court which had sanctioned the present table of fees; and that scandal ought to be at once removed. The proposition was at once agreed to.

REAL PROPERTY LAWYER AND CONVEYANCER.

NOTES OF NEW DECISIONS.

SUCCESSION DUTY — BEQUEST OF MONEY TO BE LAID OUT IN PURCHASE OF LAND — EQUITABLE CONVERSION — WHAT DUTY PAYABLE — A testator by will in 1799 bequeathed 10,000*l.* Consols to trustees upon trust, to lay out the principal and the interest moneys arising therefrom in the purchase of real estate, to be settled and assured to the use of his eldest son, Charles, for life, with remainder to the first and other sons of Charles successively in tail male; and, in default of such issue, to the use of testator's son James for life, with remainder to the first and other sons of James successively in tail male; and in default of such issue, then to his own right heirs for ever. Testator died in 1800, leaving his two sons, Charles and James, Charles being the eldest and the heir-at-law. Charles died in 1840, and James in 1857, each of them dying a bachelor, and intestate. The 10,000*l.* was never laid out in the purchase of real estate, but the dividends arising therefrom were paid to Charles and James successively during their respective lives. At James's death the testator's only lineal descendant was his daughter and only surviving child, Susan, who then became his heir-at-law, and died in 1866, a spinster and intestate, having always refused to receive either dividends or principal of the 10,000*l.* left under her father's (the testator's) will. Shortly after her death the principal and interest moneys representing the real estate fund were paid into the Court of Chancery, and a suit was instituted for administering the same, in which suit the following facts were found: That at testator's death his heir-at-law was his eldest son Charles; that the person now such heir-at-law, and entitled to any real estate of which the testator might have died intestate, was Edward F. De L., a grandson of the testator's brother. That at Charles's death his heir-at-law was his brother James; and that at James's death his heir-at-law was his sister Susan; and that at Susan's death her heir-at-law was the said Edward F. De L., who was the heir-at-law of the said Charles, James, and Susan respectively, and the person entitled to any real estate of which they respectively might have died intestate. It was also found that "none of the persons for the time being entitled to any real estate of which the testator had died intestate did, while so entitled, any act with reference to the money so directed to be laid out in the purchase of land amounting to or having the effect of an election to take it as money or land, or as might have the effect of constituting such person or persons a new root or roots of descent with regard to such money." The Commissioners of Inland Revenue having assessed the said Edward F. de L. in succession duty at the rate of 5 per cent. on the principal and interest moneys constituting the above mentioned real estate fund on the ground of its being a "succession to him derived from Susan the predecessor (of a brother of the father of whom he was a descendant)," he appealed against such assessment on the grounds, first, that legacy duty and not succession duty was payable by him thereon as a descendant of a brother of the deceased testator at the rate of 2½ per cent. under 36 Geo. 3, c. 52; or, secondly, that if succession duty was payable thereon, it was payable by him as the descendant of a brother of the testator, under the Succession Duty Act, at the rate of 3 per cent. only as being a succession derived by him (not from the said Susan but) from the said testator the predecessor, and on a case stated for the opinion of the Court of Exchequer, it was held, by Kelly, C. B. and Channell, B., that the fund in question, not having been laid out in land, was liable to legacy duty under sect. 19 of the Legacy Duty Act (36 Geo. 3, c. 52), and therefore that succession duty did not attach. And, per Kelly, C. B., the principle or equitable fiction on which courts of equity have so long held that money to be laid out in land is for certain purposes to be treated as land, is inapplicable to the interpretation of the statute imposing duties upon personal estate. Also, per Kelly, C. B., that if the case were governed by the Succession Duty Act, the daughter Susan and not the testator must be deemed the "predecessor" of the petitioner. But, *contra*, by Bramwell and Cleasby, BB., that duty was payable upon the fund under the Succession Duty Act (16 & 17

Vict. c. 51), at 5 per cent. as upon a succession from "Susan" as the "predecessor," and not under the Legacy Duty Act. And, per Bramwell, B., that sect. 19 of 36 Geo. 3 was not applicable, and that whether under the one Act or the other, the duty payable on the fund was properly assessed at the rate of 5 per cent. Held, also, by Bramwell, Channell, and Cleasby, BB., that the practice laid down by the court in *The Marquis of Chandos v. The Commissioners of Inland Revenue*, 6 Ex. 461; 20 L. J. 269, Ex., and followed in subsequent cases, should be adhered to, and that the counsel for the appellant should begin. Kelly, C. B. expressing his opinion that the more convenient course would be that, in every case where the Crown desires or seeks to impose a tax, the counsel for the Crown should begin: (*Re De Lancey's Succession*, 21 L. T. Rep. N. S. 58. Ex.)

ELEMENTARY PRECEDENTS IN CONVEYANCING. (a)

A Collection of practical Forms designed for professional Use, and suited to the Emergencies of actual Practice, with Notes.

(Continued from page 356.)

RELEASES. (b)

155. *Release by creditors of an intestate on payment of composition by administrator.*

We the undersigned, being respectively creditors of A. B., late of &c., deceased, to the amount of the several sums of money placed opposite to our respective names or firms in the second column hereunder written, and paid to us respectively by C. D., of &c., administrator of the said A. B., on our respectively executing these presents, being after the rate of _____ in the pound upon the amount of our respective debts mentioned in the said first column, and in full satisfaction of such debts, except as is hereinafter provided, do hereby for ourselves respectively, and for our respective heirs, executors, administrators, and partnership firms, and not one of us for the other of us, or for the acts and deeds of the others or other of us, but each and every of us doth hereby for himself and for his own acts, heirs, executors, administrators, and partnership firms only, covenant with and declare to the said C. D., his executors and administrators, that this present covenant shall operate and endure, and may be pleaded in bar as a good and effectual release and discharge of all and all manner of actions, suits, bills, bonds, writings, obligatory debts, dues, accounts, trusts, claims, and demands whatsoever, both at law and in equity or otherwise howsoever, which we or any of us, or our or any of our heirs, executors, and administrators, now have or hath, or hereafter shall or may have, challenge, claim, or demand against the estate or effects of the said A. B., deceased, or against the said C. D. as such administrator as aforesaid, his executors or administrators, or his or their estate or effects, or any of them, for or by reason or on account of all and every or any of the debts to us or to any of us, or our partnership firms respectively, due or owing from the estate of the said A. B., deceased, as aforesaid, or of any interest or commission due or demandable for the same, or for or by reason or on account of any other matter, cause, or thing whatsoever in respect of the said several debts. Provided always, and it is hereby declared, that the aforesaid release or anything herein contained shall not in anywise prejudice or affect the rights or claims of us the said creditors, or any of us, against any person or persons other than the said A. B., deceased, who are or may be or have rendered themselves jointly liable with the said A. B., deceased, for the amount of our respective debt or debts. In witness, &c.

Creditors' signatures.	Seals.	First column.	Second column.	Signed, sealed, and delivered in the presence of.
		Amount of debt released.	Amount of composition paid.	
		£ s. d.	£ s. d.	

156. *Release by creditors to an agent acting under a power of attorney of their debts against his principal on payment of a composition.*

To all to whom these presents shall come the undersigned creditors of A. B. of, &c., send greet-

(a) By THOMAS WILKINSON, Esq., Liverpool.

(b) A parol contract before breach may be released by parol: (*Goss v. Lord Nugent*, 5 B. & Ad. 58. See also, as to release after breach, *Dobson v. Espie*, 26 L. J. 240, Ex.) But a contract under seal can be released only by an instrument under seal: *Brooks v. Stuart*, 9 A. & E. 8. 54 *Littler v. Holland*, 3 T. R. 590.)

ing. Whereas, &c. [recital of power of attorney]. And whereas the said C. D. [agent] has done and performed various acts and things under and in pursuance of the said power and authority conferred upon him by the said recited deed-poll. And whereas a meeting of the creditors of the said A. B. was held on the day of 18, at which meeting the said C. D. was also present, and a resolution was then passed to the effect that the said C. D. should instruct Mr. , accountant, to realise the estate and effects of the said A. B. to the best advantage, and that the assets thereof (after payment thereof of all expenses in any manner incidental to the said realisation of the said estate and effects, and the distribution of the said assets and all expenses incurred in and about the said meeting of creditors, and the carrying that resolution into effect) should be equally distributed among the creditors of the said A. B., and that the said creditors should thereupon execute to the said A. B. and C. D., as such attorney as aforesaid, such release as is hereinafter contained. And whereas, in pursuance of the said resolution, the said accountant has realised to the best advantage the estate and effects of the said A. B., and (after allowing and deducting such expenses as aforesaid) the sum of £ , amounting to a composition of in the pound on the amount of the respective debts of the creditors of the said A. B., remains in the hands of the said accountant for distribution among the said creditors as aforesaid. Now these presents witness that, in consideration of the premises and of the payment to us the undersigned creditors of the said A. B., at the time of our respectively signing and executing these presents, of the several sums of money placed opposite our respective names in the second column hereunder written, the receipt of which said sums respectively we the undersigned creditors of the said A. B. do hereby acknowledge and therefrom do absolutely acquit, release, and discharge the said A. B., his heirs, executors, and administrators, and also the said C. D., as such attorney as aforesaid, his heirs, executors, and administrators, we do by these presents remise, release, discharge, and for ever quit claim, unto the said A. B., his heirs, executors, and administrators, and the said C. D., as such attorney as aforesaid, his heirs, executors, and administrators, and their respective estates and effects, all and all manner of actions, suits, causes of action and suit, debts, duties, sum and sums of money, accounts, reckonings, claims, and demands whatsoever, both at law and in equity, which we the said creditors of the said A. B., or our or any of our partners respectively, or any other person or persons whom we or any of us can bind by these presents, now have, or which we or any of us, our or any of our heirs, executors, or administrators, but for these presents could, would, or might at any time or times hereafter have upon or against the said A. B. and C. D., as such attorney as aforesaid, their or his heirs, executors, or administrators, or their or his estate or effects, or any of them, for or by reason or on account of any matter, cause, or thing whatsoever up to and inclusive of the day of the date of these presents. In witness, &c.

Creditors' signatures.	Seals.	First column.	Second column.	Signed, sealed, and delivered in the presence of.
		Amount of debt released.	Amount of composition paid.	
		£ s. d.	£ s. d.	

157. Release from debt owing by a firm.

To A. B., of, &c. [debtor].

In consideration of your dissolving the partnership heretofore existing between yourself and my son, D. D., upon the terms agreed to between you on the day of inst., I hereby discharge you, and also the partnership firm of "A. B. and Co.," from the debt of £ , or whatever the amount may be, now due and owing by you or that firm to me, and from all claims and demands on account thereof. And I undertake to execute and deliver to you, upon request, any more formal release or discharge from the said debt that you may require.

Dated the day of 18, C. D. [creditor].

158. Release from agreement by purchaser and vendor.

To A. B., of, &c. [vendor].

Referring to your agreement with me, dated, &c., whereby you agreed that in the event of your becoming the purchaser of the land and dwelling-house at , then building by you under contract with me that you would finish and complete the same according to the contract, and would convey the property to me on payment to you of the amount that should be due on a final adjust-

ment of accounts in respect of that property, and of interest at £ per cent. per annum on all moneys paid by you from the date of payment, including all legal charges, surveyor's fees, and other expenses, such conveyance, and all other charges incidental thereto, to be at my expense, and you having some time since finished and completed the said premises accordingly, I now find, after investigating the accounts, that I am totally unable to purchase the property from you, or to pay the price thereof. I therefore request you to release and discharge me from the said agreement of the day of 18, so far as it remains to be performed on my part, and in consideration of your so doing I undertake and agree that, should you become the purchaser of the said property, you shall hold the same discharged from your said agreement with me, and from every term, condition, or stipulation therein contained, in like manner as if the same had never been entered into, and I hereby discharge the same accordingly, and declare that I have no further claim whatever to, or in respect of, the said property, or any part thereof.

Dated the day of 18, C. D. [purchaser].

I agree to the terms above proposed, and hereby release and discharge the said C. D. from the said agreement. A. B. [vendor].

159. Release to a mortgagee of the equity of redemption in freeholds by the parties entitled under the will of a deceased mortgagor (indorsed on mortgage).

This indenture, made, &c., between E. F., of &c., and M. his wife, G. H., of &c., and N. his wife, J. K., of, &c., and L. M., of, &c. [releasers] of the one part, and the within-named C. D. [mortgagee] of the other part. Whereas the within-named A. B. [mortgagor] duly made and executed his last will, dated, &c., and thereby, after directing the payment of his just debts, funeral and testamentary expenses, gave and bequeathed the hereditaments comprised in the within-written indenture to the said M. F., N. H., J. K., and L. M. equally between them, share and share alike, and appointed W. X. and Y. Z. executors of his said will. And whereas the within-named A. B. died on the day of 18 without having revoked or altered his said will. And whereas the said will of the within-named A. B. was on the day of 18 duly proved by the said W. X. alone in the registry of Her Majesty's Court of Probate, the said Y. Z. having first duly renounced probate thereof. And whereas the said M. F. (being then M. B., spinster) in the year 18 intermarried with, and became and still is the wife of, the said E. F. And whereas the said N. H. (being then N. B., spinster) in the year 18, intermarried with and became, and still is the wife of, the said G. H. And whereas the sum of £ is now due and owing to the said C. D. for principal and interest in respect of the within-written indenture of mortgage (as the said E. F. and M. his wife, G. H. and N. his wife, J. K., and L. M. hereby severally admit). And whereas the said C. D. has lately applied to the said E. F. and M., his wife, G. H. and N., his wife, J. K., and L. M., for payment of the amount so due to him for principal and interest as aforesaid, and has intimated his intention, unless be the same paid to him, of instituting proceedings in the High Court of Chancery for the foreclosure of the equity of redemption to which the said E. F. and M., his wife, G. H. and N. his wife, J. K., and L. M. are entitled in respect of the within-mortgaged hereditaments. And whereas the said E. F. and M. his wife, G. H. and N. his wife, J. K., and L. M., being unable to comply with such request, and in order to avoid the expense of such proceedings, have agreed and determined to execute such release of their respective interests in the said hereditaments and premises under the hereinbefore in part recited will as is hereinafter contained. Now this indenture witnesseth that, in pursuance of such determination and agreement, and in consideration of the premises, they, the said E. F. and M. his wife, G. H. and N. his wife, J. K., and L. M. do, each of them doth, hereby remise, release, and quit claim unto the said C. D. and his heirs, all and every the parts, shares, and interest to which they the said E. F. and M. his wife, G. H. and N. his wife, J. K., and L. M., or any of them, are, is, or may be entitled under or by virtue of the said will of the said A. B., of and in the hereditaments and premises comprised in the within written indenture, and of and in the rents and profits thereof respectively. To the intent that the same may be henceforth held by the said C. D., and his heirs, to the use of the said C. D., his heirs and assigns, free from all actions, suits, proceedings, claims, and demands of the parties hereto of the first part, or any of them, in respect of the said hereditaments and premises, or any part thereof (a). In witness, &c.

(To be continued.)

(a) This deed must be acknowledged by the married women: (See 3 & 4 Will. 4, c. 74, s. 77.)

JOINT-STOCK COMPANIES' LAW JOURNAL.

NOTES OF NEW DECISIONS.

WINDING-UP—DISCHARGE OF SOLICITOR—COSTS UNPAID—LIEN.—Where an official liquidator is appointed by the court in a winding-up, the 58th rule of the General Order of the 11th Nov. 1862, which requires that the file of proceedings "shall be kept by him, or otherwise as the judge may, from time to time direct," must be considered part of his appointment, and a solicitor acting for him must be taken to know the extent of his powers over such file. And no official liquidator can by contract or otherwise give any lien upon documents which come within that rule. Where, therefore, a solicitor was discharged by the official liquidator, he was ordered to deliver up all the documents mentioned in the 58th rule, notwithstanding that there was due to him a considerable amount of costs incurred in the winding-up: (*Re The Union Cement and Brick Company (Limited)*, 21 L. T. Rep. N. S. 46. L.J. G.)

RAILWAY—EXHAUSTION OF CAPITAL.—MONEY ADVANCED ON BONDS.—A railway company having expended its capital and exhausted its borrowing powers and given bills of exchange on its tradesmen, issued bonds to a director and shareholder, who advanced money by means of which it was completed. A special Act was passed to wind-up the company and sell the railway to another company, and that arrangement having been carried out, and every liability discharged, except the bonds, they were held to be recoverable in equity, and the claim was allowed: (*Re The Cork and Youghal Railway*, 21 L. T. Rep. N. S. 47. V.C. M.)

ROLLS COURT (IRELAND).

May 24 and June 5.

THE BELFAST AND COUNTY DOWN RAILWAY COMPANY v. THE BELFAST, HOLYWOOD, AND BANGOR RAILWAY COMPANY.

Railway company—Receiver—Allowances for outgoings out of income—Remuneration of directors.

By the 28 & 29 Vict. c. 198 (Loc. and P.), the Holywood branch of the Belfast and County Down Railway Company was transferred to the Belfast, Holywood, and Bangor Railway Company, in consideration of 50,000l. cash, and an annual rent of 5000l., which was by the Act declared to be a first and permanent charge on the Holywood branch, and upon the tolls, &c., thereof, and upon the property of the Belfast, Holywood, and Bangor Railway Company, next after the moneys borrowed or which might be borrowed by the Belfast, Holywood, and Bangor Railway Company on mortgage or bond under the Acts so authorising them. The rent of 5000l. having fallen in arrear, a cause petition was filed by the Belfast and County Down Railway Company to recover the arrears. The matter was referred to Master Fitzgibbon under the 15th section of the Chancery Regulation Act, and on the 8th Feb. 1867 he made an order declaring the rent a charge on the railway of the respondents, the Belfast, Holywood, and Bangor Railway Company, and appointing a receiver. The order made no express provision for paying the expenses of management of the undertaking, but it restrained the respondents from paying away or otherwise disposing of any part of the money arising from the undertaking, or the incomes or receipts therefrom coming to their hands, beyond and except the necessary outgoings for servants' wages and current working expenses.

The directors of the Belfast, Holywood, and Bangor Company, or their manager, Mr. Dodd, continued to manage the line and receive the income of it, paying outgoings, and handing over what represented the net balance to the receiver. The receiver filed a statement of facts, raising questions as to certain deductions made by Mr. Dodd. The master, by an order of the 12th Jan. 1869, disallowed the following payments: First, salaries or remuneration to the directors, the same not being necessary outgoings for servants' wages, or for current working expenses. Secondly, a sum of 622l. 2s. 10d. for improvements, alterations in, or additions to the permanent way or other works, or the rolling stock of the railway. The order also directed the respondents to account for and pay over to the receiver all sums paid or retained by them since the 20th Feb. 1867, for wire fencing, gasfitting, and gates, new storehouse, brick flooring at Holywood, alteration of Bangor station, and alteration of carriages. The respondents appealed from that order.

Palles, Q.C. and Dames, for the appeal.

Law, Q.C. and Andrews, for the petitioners.

The MASTER of the ROLLS reversed the Master's order as to the salaries of the directors, which he allowed credit for. As to the 622l. 2s. 10d., and

the sums paid for wire-fencing, &c., His Honour, being of opinion that the expenditure was made by the respondents in *bona fide* exercise of their judgment in the management of the line, allowed them as proper charges against the income of the company; and reversed the Master's order, except as to a portion of the £221. 2s. 10d., which was the estimated value of materials already paid for out of the capital of the company, and which had been applied in completing alterations or renewals of the permanent way. As to that he left it open to the plaintiffs to investigate the claim further if they desired to do so.

THE ALBERT LIFE ASSURANCE COMPANY.—A meeting of policy-holders convened by an order of the Vice-Chancellor, was held at the London Tavern on Friday week. Lord William Hay presided. The proceedings were of a very noisy character, and occasionally there was great uproar, a number of persons speaking at the same time, not one of whom could be heard. Out of a number of motions, submitted to the meeting, three were adopted. One was to the effect that the proposition of the provisional official liquidators be rejected, and in lieu thereof a committee of policy-holders be appointed to consider and determine, in conjunction with any provincial committees, the best mode of arranging the affairs of the company, and report the result to a meeting of policy-holders; the second, "That the conduct of the proceedings consequent on the insolvency of the company should be entrusted to gentlemen to be nominated by the policy-holders, and not to those appointed by the directors, who had forfeited the confidence of the policy-holders;" and the third, "That the committee should have power to test the liability of the shareholders in the twenty-two companies which had amalgamated with the Albert. The following gentlemen were appointed to form the committee: Mr. Bell, representing Indian interests; Mr. Bird, Mr. Cundy, General Cunningham, representing interests of upwards of 100,000l.; Mr. Edlin, Q.C.; Mr. Matthews, of Grindlay and Co.; Mr. Webster, of the Temple; Mr. Ommaney, and Mr. Wyld.

Mr. Thos. Cave, M.P., has addressed a letter to the papers in which he explains his connection with the Albert. As long ago as 1853 Mr. Cave became a shareholder of the Anchor, and subsequent local director. He and other shareholders were dissatisfied with the management, and called for an investigation. The result was that a new board of directors and a new chairman came into office, and these gentlemen declined to serve unless Mr. Cave would become managing director. He did become managing director, and succeeded, he says, after three years of most arduous and onerous labour, with the help of a small but loyal staff, and the most generous support of his colleagues on the board, in so far improving the condition of the company that its income had increased nearly threefold, while its gross expenses had fallen from 50 to 15 per cent. What followed is given in Mr. Cave's own words:—"In 1857 proposals were made by the Bank of London Insurance Company for the amalgamation with it of the Anchor Insurance Company. No commission, compensation, or other payment was made to any person whatever in respect of it, but I received an appointment for a term of years, the details of which were unanimously approved by a general meeting of the shareholders of each company. The considerable success I had achieved, and the great sacrifices I had made to ensure it, appeared to me to have fairly won a special engagement. I had not long entered upon my new and wider field of operation, which presented also larger prospective advantages, when it was thought desirable that a proposal for the purchase of the Bank of London Insurance Company by the Albert Company (and not its amalgamation) should be accepted. It was in connection with this arrangement, which involved a surrender of the appointment I had obtained as before stated, that I received the compensation in question, which included also my services towards the disposal of the fire department of the business, and my visiting Canada and Newfoundland in connection therewith. All these engagements I faithfully fulfilled. Thus closed, more than ten years ago, my association with the Albert Company. I had previously no connection with it or any of the companies with which it appears to have amalgamated, except as herein stated, nor have I had any since."

MARITIME LAW.

NOTES OF NEW DECISIONS.

BOTTOMRY—DAMAGED SHIP SOLD—UTTER LOSS—CONSTRUCTIVE TOTAL LOSS.—Money was borrowed on bottomry of a ship and freight. Afterwards the ship put into an intermediate port in a damaged state, and was then sold as unworthy of repairs. The condition of the bond was, that it should be void if the obligors should

pay the sum lent, with interest, &c., "or in case of loss of the ship or vessel such an average as by custom shall have become due on the salvage, or if on the said voyage the said ship or vessel should be utterly lost, &c.," in consequence of perils of the seas. On a suit by the bondholders against the proceeds of the sale: Held (affirming the judgment of the Admiralty Court), that the bondholders were entitled to the whole proceeds of the sale; for, first, the ship was not "utterly lost," the doctrine of constructive total loss having no application to bottomry; secondly, there was no "loss" of the vessel within the meaning of the bond; and, thirdly, there was no special provision in the bond qualifying the general rule that the lender on bottomry is entitled to the whole of the property saved, if included in his security: *Semble*, that the clause "in case of the loss of the ship, such an average as shall have become due on the salvage" must be construed as intended to secure the payment to the bondholders of something which the ship-owners might become entitled to receive from third parties in respect of the ship, and not a division of what might be saved from a wreck, or the proceeds of a necessary sale of the ship, between the bondholders and the shipowners: (*The Great Pacific*, 21 L. T. Rep. N. S. 38. Priv. Co.)

DAMAGE—PASSENGER—COMPULSORY PILOT. A collision having occurred between two vessels in the Thames, the owners of the vessel in fault claimed exemption from liability for the damage on the ground that the vessel was in charge of a duly licensed and compulsory pilot at the time of the collision: Held (affirming the judgment of the court below) that the captain's wife and father, who were on board without the privity of the owners, and who had not agreed to pay any fares when they came on board, though such fares were paid after the collision, were not "passengers" within the meaning of the 17 & 18 Vict. c. 104, s. 379, so as to make the employment of a pilot compulsory. The owners of a ship, in charge of a pilot voluntarily taken on board, are responsible for his default whilst so acting, since 17 & 18 Vict. c. 104, by sect. 388, requires that the pilot should be compulsorily employed within the district where the injury occurred in order to exempt the owners from liability. The case of *Lucey v. Ingram*, 6 M. & W. 302, does not conflict with that of the *Stettin*, Bro. & Lush. 199, the former case having been decided on 6 Geo. 4, c. 125, s. 55, and the latter on 17 & 18 Vict. c. 104, s. 388, and the provisions of the two sections being distinguishable. The meaning of particular words in a statute, in the absence of express definition, "is to be found not so much in a strict etymological propriety of language, nor even in popular use, as in the subject or occasion on which they are used." Per Abbott, C.J. in 1 B. & C. 136, approved: (*The Steamship Lion v. The Vessel York Town*, 21 L. T. Rep. N. S. 41. Priv. Co.)

COLLISION—LIGHTS—PROPER RATE OF SPEED FOR A STEAMER IN THE CHANNEL—LOOK-OUT.—A collision occurred at night in the English Channel between two foreign vessels, a steamship and a barque, by which the former was slightly, and the latter badly damaged. At the time the barque was carrying lights, but these were not seen on board the steamship till after the collision, because, being placed in the mizzen rigging, from their position and the peculiar form and rig of the barque, a vessel coming end on was unable to see them. In a cause of damage instituted by the owners of the barque against the owners of the steamship: Held (varying the judgment of the court below), that the damages, losses, and costs must be borne equally between the two vessels, for, first, the barque was in fault in carrying lights not so placed as to comply with the regulations; and, secondly, the steamship was in fault in going at an improper rate (eleven knots an hour) on a hazy night in a crowded channel; and, after the collision, in pursuing her course without affording or tendering any help to the barque. An inspection, under the provisions of sect. 18 of the Admiralty Court Act 1861, to ascertain whether the lights carried by a ship were such as the regulations require, ought to be made at night. There ought to be two look-outs at the bowsprit. A steamship proceeding at an improper rate in a channel crowded with ships incurs the responsibility of damage occasioned by her being unable to obey the direction that, on the risk of a collision, it is the duty of the steamship to keep out of the way of the sailing vessel. The

first duty of any vessel that by collision injures another is to wait to ascertain the extent of that injury, and to tender what assistance it may be able to protect life and property: (*The Germania*, 21 L. T. Rep. N. S. 44. Priv. Co.)

ECCELESIASTICAL LAW.

If the Rev. Charles Voysey should be adjudged guilty of heresy in the trial to which he is to be subjected at the instance of the Archbishop of York, it will not be for want of such aid as can be given by rank and clerical influence. The committee which has been organised for his defence contains a list of names that clergymen would do well to study. Dean Stanley has boldly come forward to shield Mr. Voysey, and he is now joined by such divines as Professor Jowett; the Rev. G. Wheelwright, vicar of Crowhurst; the Rev. Thomas P. Kirkman, rector of Croft; and the Rev. J. D. La Touche, vicar of Stokesay. Scotland sends a clerical ally in the person of the Rev. Lewis Campbell, professor of Greek in the University of St. Andrews. Science is represented by the eminent name of Sir Charles Lyell; nobility by the names of Lord Amberley and Lord Adare. The list is certainly formidable. With Mr. Voysey's opinions we do not deal, and possibly they are not shared by all the members of his committee. In coming forward to furnish him with the means of defence, Dean Stanley and Sir Charles Lyell simply intimate that they wish to see the most complete and authoritative legal answer given to the momentous question: What limits does the Church of England impose upon her clergy when they claim to debate the rightful interpretation of Scripture?

THE NEW LAW ON THE RESIGNATION OF BISHOPS.—The resignation of the Bishop of Bath and Wells and the expected resignation of the bishop of Winchester, will put in force the statute passed on the 11th Aug. for the relief of archbishops and bishops when "incapacitated by infirmity." As to the resignation of a bishop the act provides that on a representation being made by the archbishop of the province to her Majesty, it shall be lawful for her Majesty, on being satisfied of such incapacity, and that the bishop has canonically resigned, by order in council, to declare such bishopric to be vacant, and thereupon such vacancy may be filled, as if such bishop was dead, with certain exceptions specified:—1. There shall be paid by the year, by half-yearly payments, one-third of the income, or 2000l. a year—either of the two sums as may be the greater, and in case of the retirement of a bishop appointed before 1832, the excess of the 2000l. to be paid by the Ecclesiastical Commissioners. 2. Her Majesty may, on special grounds, by order in council, assign any episcopal residence enjoyed by him; and 3. With the exception of his election and consecration, the bishop is not to be required to pay the fees and charges usually payable on accession, until the death of the retiring bishop. The case of the Bishop of Bath and Wells will be the first under the new law.

CHURCH REFORMS.—In a speech to the clergy of the rural deanery of West Dartford, the Archbishop of Canterbury said: The Ritual Commission has been sitting long, and the changes which it thinks desirable have now been drawn up and are at present being circulated among the divinity professors of the universities and other dignitaries of the church. They may be summed up as follows: 1. A new Lectionary. Many chapters have been added, as suited to edification; some have been omitted. A greater elasticity has been given to the Lectionary. The principal changes are in the daily lessons. 2. Alterations in the ordinary daily service. Evidently, to men busily engaged the service as it stands at present does not commend itself. Even the City churches which have a daily service are but thinly attended. A shorter service, therefore, will be proposed—shorter, but strictly based upon the existing materials. 3. Every facility for dividing services and using different services at different times, according to the exigencies of different congregations. 4. In the Burial Service some solution of a difficulty commonly felt will be offered. These are the chief matters dealt with by the Ritual Commissions. Nothing revolutionary need be anticipated. The character of the Prayer Book will be preserved intact. Other matters imperatively demand attention. What a scandal, for instance, to take up a newspaper and find whole columns devoted to the advertisements of sale of livings, and to see the tone and language of some of the advertisements themselves! It may be difficult to deal with this, but an attempt will probably be made. The Bill which has lately passed with reference to the resignation of bishops is identical in its scope with a plan proposed in Convocation three years ago with reference to the other clergy. It is not unlikely that a similar measure will be proposed for this end. More efficient episcopal supervision is required, although Church.

men may not have made up their minds as to the best means of gaining it. The desirability or non-desirability of a service for children is a matter upon which the clergy will do well to form an opinion. The abolition of church-rates has led to one difficulty not anticipated. The payment of fees by churchwardens can now be more legally demanded than formerly. But the churchwardens themselves have no guarantee that they will be repaid. Might not this lead to parishioners refusing the office? Some information as to whether this had actually occurred was desirable.

BANKRUPTCY LAW.

COURT OF BANKRUPTCY AND INSOLVENCY (IRELAND).

(Before MILLER, J.)

Re JOSEPH ANDREW HORNE.

Debts contracted in England—Application to have proceedings taken in Ireland refused with costs.

MILLER, J. delivered judgment in this case, which had been argued before him. He said: This case presents a peculiar feature of general importance, as affecting commercial classes in England and Ireland, namely, that while the debts of every cash creditor represented on the schedule of the bankrupt, as amounting altogether to 16,217l. 4s. 8d., had been contracted in England with creditors residing in England, excepting one debt of 100l. 6s. 8d., which, although having something of the appearance of an Irish debt, was for cash advanced by a gentleman not in any trade or business, upon the security of a bill, being one of such exclusively English debts, and which bill formed the larger portion of such apparently Irish debts thus contracted, yet it is sought to have all such debts thereby dealt with in Ireland, there not being, as I shall presently show, one shilling of assets of the bankrupt, even upon the representation of the bankrupt himself, available for administration in Ireland. If such a course can be effectuated under any code of bankruptcy law, commercial men can no longer look to this court for protection, but rather regard it as devised for screening debtors and enabling them to escape from a local and necessarily more proper investigation of their affairs and liabilities. The petition for adjudication was presented in this matter upon the 7th May 1869, by John Thomas Andrew, a creditor residing in England, against the bankrupt, grounded on an act of bankruptcy by reason of the non-appearance of the bankrupt to a trader-debtor summons by that petitioner for the nonpayment of a sum of 63l. 3s. 8d., on which the bankrupt was adjudicated as such bankrupt on the 11th May 1869. The affidavit of trading necessary to support that adjudication had been made by a gentleman named Costate, who stated that he had known the bankrupt to carry on the trade or business of a commission agent for the last two years, and for the last five months at No. 125, Upper Abbey-street, in the city of Dublin, and to seek his living by buying and selling building cement, bricks and soap. A schedule was necessarily filed, according to the practice of the court in that matter, on the 2nd July 1869, before the case could be brought on for final examination; and when this case came before the court for final examination on the 13th July 1869, an examination of the bankrupt was had on the part of some of the English creditors, who appeared to oppose the passing of the bankrupt's final examination, when the final examination was necessarily adjourned; and it was not until the 7th Aug. 1869, that a petition was presented on the part of an English creditor named Babb, seeking that the adjudication should be annulled, and the petition of bankruptcy dismissed. Allegations were made impeaching the judgment-debt of the petitioner in respect of which the petition had been presented; but it is enough for me to observe that I will not go behind the judgment upon which such petition is founded, and that, even if I could be induced to enter upon a consideration of the matters suggested by the affidavits in avoidance of that judgment, they would go far to impress upon me the necessity of the exercise of a local jurisdiction instead of a jurisdiction foreign to the place where such debts had been contracted. After the full discussion which the question of annulling the commission of bankruptcy under the Act of Parliament at present in force in Ireland, and as to the principle which should guide this court in such considerations has undergone in *Dry's case*, as reported in Ir. Jur. 7, before Judges Berwick and Lynch and the Court of Appeal, I do not propose to enter into any further review of them, but shall confine myself to the consideration of the two questions—first, whether a trading sufficient to maintain the present commission of bankruptcy had existed; secondly, if such a trading had been established, whether the petition as presented was a *bond fide* proceeding, and the adju-

dication founded on it such as this court under all the circumstances of the case sustained. His Lordship referred to the bankrupt's schedule, and said: The schedule of the bankrupt as thus filed is of little value beyond the fact of its being a representation under the hand of the bankrupt, which he should be prepared to verify if permitted by the court to do so, unless it is afterwards fully vouched before the official assignee. The duty is cast on the bankrupt of fully vouching the schedule as filed by him before he can claim at the hands of the court that his final examination shall be passed and his certificate granted. His Lordship having alluded to the report of the official assignee, stating that the bankrupt had no books to show, nor any means of vouching the statements he put forward in the schedule as to his alleged trading, continued: The assignee further reports that there were now no assets of any description to meet the bankrupt's liabilities of 16,267l. Shares to the nominal amount of 5650l. have been transferred, but the bankrupt represents them all transferred, or as valueless. I extended to the bankrupt a further opportunity of vouching his schedule before the official assignee, who made his second report upon the 22nd Aug., which is, if possible, still more unfavourable to the bankrupt as regards the question of trading, in which he refers to his former report, and set out a letter received from the agent of the bankrupt requiring him to report that the bankrupt was "a commission agent," instead of that "he described himself as a commission agent," also requiring him to report "that the bankrupt was a partner of Harper Twelvrees and Company," instead of that "he was to have a share on certain conditions," alleging that the books of the bankrupt show that at the commencement of the agency business he stood indebted to Harper Twelvrees in cash overdrawn on foot of accounts whilst with that firm; and the official assignee reports then that he sets no value upon the book which was produced to establish that the bankrupt was a commission agent, inasmuch as it was produced to vouch a series of transactions from the 1st May 1867, the gross profits upon which are represented to be 6l. 12s., and yet that the first entry in that book was upon the 1st Jan. 1869, and that he had followed the description which the bankrupt gave in his schedule of the nature of his trading—that in a book which had been produced there is an entry, "1869, Jan. 1st, by amount due to H. H. Twelvrees in respect of partnership account, 50l.," but that he had the statement of the bankrupt himself that no deed of partnership ever was executed between himself and the Messrs. Twelvrees, and that the condition, "the investment of capital by him, on which the partnership was to have been entered into, was not complied with." The officer further reports that he would not accept as vouchers the books that were produced if unsupported, as, according to his experience, they did not bear the traces and evidence of ordinary daily-kept trade books, and that there was an evident sameness about them that was strangely suggestive of the idea that they were written up, not as a record of a trading, but for a special purpose. After an inspection of the books thus referred to, I have only to express my opinion that the officer is fully warranted in finding that no sufficient evidence was produced before him to make him report either that the bankrupt was a commission agent, or that he was a partner of Harper Twelvrees and Company. There is one other representation on the face of the schedule of importance as regards the consideration of this alleged trading, namely, that there is not one good debt, nor one bad debt returned as arising out of the alleged trading, while there is one "doubtful" debt of 150l. returned. But that is described in the schedule, as the amount of bills included in the salary of the bankrupt from Horner, Marsh, and Company, but not met, and the bankrupt in his evidence stated that he had paid all that 150l. away to a private creditor of his own, and that, of course, if that bill was paid by Horner, Marsh, and Company, his debts would be so much less. Upon the facts before me I have no difficulty in declaring that the bankrupt has not carried on any such trading as would properly support the commission, and that the commission cannot be permitted to proceed. I might end with that declaration, but in order that the Court of Appeal might perceive that I have dealt with the whole question, I will express my opinion on the second point, namely, whether this commission has been issued for purposes connected with the legitimate objects of a commission. The petition for annulling this commission was filed so far back as the 7th Aug. 1869, and it contains the specific charge that the proceedings in this matter have been instituted fraudulently and in collusion with the bankrupt, and for his benefit alone, and not for the purpose of distributing any estate amongst the bankrupt's creditors generally, or for any purpose useful or beneficial to them. Although I have had four affidavits to oppose the petition, there is no

denial of the charge, which must be taken, after such an interval, to stand confessed. It has been suggested as a reason for the presentation of the petition of bankruptcy in Ireland that there would have been a difficulty in proving a residence for six months in England such as would sustain a commission in England. It is sufficient for me to say that any difficulty in the way of having a commission against the bankrupt in England would furnish an argument for having a commission issued against him in Ireland, unless there are the proper materials for having him declared a bankrupt in Ireland, and I have nothing before me beyond a suggestion that any difficulty would exist in ascribing the residence of the bankrupt more readily to England than to any other place. Without further prolonging the examination of the case, I will state that I have as little difficulty in declaring that upon the second ground, as upon the first, that this commission cannot be permitted to stand. The question of costs to be referred to the registrar.

Seeds, instructed by *Oldham and Eaton*, appeared in support of the petition to annul the bankruptcy.

M'Govern was solicitor for the assignee, and *Forsyth* appeared for the bankrupt.

CORRESPONDENCE OF THE PROFESSION.

[NOTE.—This department of the *LAW TIMES* being open to free discussion on all professional topics, the Editor is not responsible for any opinions or statements contained in it.]

STUDY OF THE LAW.—May I ask Mr. Halliday through your columns, a question that may be useful information to many of your readers? In his *Articled Clerks' Handbook*, Sect. 2 of the 2nd edit. he commences, "We will now suppose that the candidate has passed his preliminary examination, and has become 'an articled clerk,' and wishes to prepare for his intermediate examination." He then states the books, &c., and in chapter 2 recommends his reader "How to Study." In this chapter he urges the student to read one branch of the law at a time, and advises certain books—indeed, goes through a course of study. Now, what I would ask Mr. Halliday is this: Seeing that the intermediate examination is after half the five years' articles has expired, does he expect the student to go through the course of study there set down in two years and a half? If not, how can the student follow out his suggestion to "master not only one book, but one branch of the law before he commences another?" There are books to get up in equity, common law, and conveyancing for the intermediate examination, so that three branches of the law must be studied in two years and a half; and if the whole of the time is taken for study, one branch cannot be mastered before another. S. R. G.

THE FUNCTIONS OF MAGISTRATES.—Will any of your readers inform me if the chairman of magistrates sitting in petty sessions can alone conduct the examination of the witnesses for the prosecution, and put direct leading questions to them? TEMPLAR.

ADVERTISING SOLICITORS.—I think it right to send you the annexed advertisement which I have cut from the *Daily Telegraph*. Surely something might be done, either by the Profession or by the legal press, to put a stop to this system of advertising, which must necessarily lower the status of the Profession, and which is now daily increasing. I think if all respectable solicitors would decline holding any communication with those who stoop to advertising, it would go a good way towards stopping the practice. ALFRED WALLETT DEACON.

Ventnor, Isle of Wight, Sept. 11.

BANKRUPTCY LAW.—To all in Debt.—Immediate protection obtained for the person and property in all cases without imprisonment. The Plain Guide given on application.—Messrs. Wimburn and Co., Solicitors, 78, Myddelton-street, Clerkenwell, E.C. Divorce cases, actions for compensation, &c. Loans and mortgages. Charges moderate.

ARTICLED CLERKS.—I should be glad if some correspondent would inform me whether, prior to the 22 & 23 Vict. c. 127, an articled clerk was permitted to hold any office in addition to his clerkship? I think less stringency in this particular was then exacted than now; it is within my knowledge that a gentleman admitted in 1845 while under articles was secretary to two public companies, the duties of one of which necessitated his keeping an assistant for their performance. There cannot, however, be any doubt that the additional occupation materially interfered with the articled clerk's professional employment. LEL.

NOTES AND QUERIES ON
POINTS OF PRACTICE.

[N.B.—None are inserted unless the name and address of the writers are sent, not necessarily for publication, but as a guarantee for bona fides.]

Queries.

88. NOTICE OF APPEAL.—ALEHOUSE LICENCE.—Will some of your readers kindly answer the following question:—Does sect. 1 of 12 & 13 Vict. c. 45 repeal the 9 Geo. 4, c. 61, as to the time for giving notice of appeal so that fourteen clear days' notice of appeal before the quarter sessions will do, and, if so, when must the recognisances to prosecute the appeal be entered into?

JURIST.

89. SURGEON ACCOCHEUR.—C. D., the wife of A. B., according to the usual custom in such cases, engaged E. F., a surgeon accocheur, to attend her in her accouchment, at the same time telling him that she expected the child would be born in about a month. The child was accordingly born about the time expected, but before there was time to send for the surgeon; and, in fact, his aid was entirely dispensed with, and he was not again communicated with. A week or two after the birth of the child, E. F. called at the house of A. B. and demanded his fee, when he was told, as the accouchment took place without his assistance, he was not entitled to any fee, and A. B. objected to pay the same, and he is advised he is not liable to pay it, as, although E. F. was retained to attend the accouchment, he did not attend, and was not required, nor did he render any assistance. E. F. contends he is entitled to his fee, as it is the custom of his profession to receive the fee although not called in, his having been retained being sufficient to entitle him to such fee. Required to know if E. F. can, in the case put, legally demand his fee; and whether A. B. can successfully resist the payment thereof?

W. Y.

90. SEIZURE OF GOODS.—PAYMENT OF DEBT AND COSTS.—Upon settlement of an action by payment of debt and costs, is a bailiff bound to return goods seized and removed under a *fi. fa.* to the place they were taken from, or merely hold them in readiness to deliver up to defendant upon his applying for them?

D.

Answers.

(Q. 78.) ARTICLED CLERKS.—The reference to *Ex parte Walter Peppercorn*, 14 L. T. Rep. N. S. 252, for which I am obliged, does not seem exactly to be a case in point, inasmuch as Walter Peppercorn, nearly twelve months after execution of his articles, undertook the duties of a distinct and separate office—that of steward of a manor—whether the duties of that office were merely nominal or not, he undertook them, and discharged them, and in this particular failed to comply with sect. 19 of 23 & 24 Vict. c. 127, which enacts that "no person . . . shall during . . . articles hold any office, or engage in any employment whatsoever other than the employment of clerk to such attorney or solicitor." Now the question put by the present writer, and the circumstances of the case, are very different in material particulars, for here there is an express covenant in the articles that the clerk "shall at all times when required to do so act as a shorthand writer, and transcribe the notes so taken by him," while on the other hand there is the usual covenant of the solicitor to "teach and instruct or cause" the clerk "to be taught and instructed in the profession of attorney and solicitor." Now the question is whether such a covenant on the part of the clerk is calculated to endanger or vitiate the articles. Further replies and references will very much oblige. The writer has to thank "W. P." and "I. H. C." for their courteous answers.

N. O.

(Q. 81.) ATTORNEY—CHANGE OF NAME.—In reply to the query of "Attorney," I beg to refer him to the following cases, viz., *Ex parte Moss*, 15 Jur. 153; 19 L. J. 385, Q. B.; *Re Dearden*, 20 L. J. 80, Ex.; 5 Ex. 740; and *Ex parte Renthall*, 6 M. & G. 722; 7 Scott, 407; 1 D. & L. 747. It seems that on an attorney changing his name, the court, on being satisfied that the application is bona fide, will allow an entry of such change to be made on the roll of attorneys. And where an attorney changed his name by Royal licence, the court allowed the roll to be amended by substituting the new name for the old. The application must be made by motion to the court by counsel; and the affidavit in support of the motion, in addition to stating the circumstances, and the desire to have the name altered on the roll, must show very clearly that the applicant is not apprehensive of any proceedings being instituted against him under the name which he bears on the roll, and that the application is perfectly bona fide.

W. O. C.

Liverpool, Sept. 11, 1869.

(Q. 82.) CALL TO THE BAR AS ATTORNEY.—The existing rules of the Inns of Court preclude gentlemen who have been on the roll of attorneys from being called to the Bar until the lapse of two years from the period of their names being erased from the roll; and by rule of all the four Inns of Court, no attorney or solicitor or articulated clerk can now be admitted a member; and as it is provided by the same authority that, in order to be called to the Bar, or to practise as a special pleader or conveyancer under the Bar, it is necessary to have kept twelve terms common in one of the four Inns of Court, it follows that for this purpose at least three years' retirement from practice are required in the case of an attorney or solicitor. Any attorney seeking to be called to the Bar may have his name formally removed from the roll by application to the court, on satisfying the court that his application is made bona fide, and not for the sinister purpose of obtaining an immunity from the summary jurisdiction of the court. The application must be made by counsel on the affidavit of the attorney himself, stating the time when he was admitted an attorney or solicitor, and that he is desirous of being struck off the roll of the court to which the application is made, and that there is no complaint pending against him in his official capacity, and that he does not apprehend any. It is usual for the affidavit to state the particular object of the applicant in having his name taken

off the rolls. The application should be made to all the courts in which an attorney is admitted; but it is usual, if the applicant is an attorney of the Court of Queen's Bench, to make the application first in the Bail Court. If the affidavit is in due form a rule is granted as of course, which must forthwith and before being acted upon be produced to the registrar of attorneys, pursuant to the statute 23 & 24 Vict. c. 127, s. 24, and the registrar will enter a minute of such rule on the roll kept by him, and will strike the name of the attorney or solicitor off such roll, and mark the rule as having been entered. And on production of the rule and an affidavit of identity a similar rule or order may be obtained in all the other courts, as of course: (See Pulling's Law of Attorneys, 3rd edit. chaps. ix. & xi., and cases there cited.)

W. O. C.

Liverpool, 11th Sept.

(Q. 83.) THE COUNTY COURTS ACT 1867, s. 2.—REGISTRARS' AND HIGH BAILIFFS' DUTIES.—First, It seems to me that it is the duty of the high bailiff, on service of a summons under sect. 2, to wait until required by the plaintiff to furnish an affidavit of such service. It is provided by this section that the registrar shall, immediately after the last day for giving notice of intention to defend, send a letter to the plaintiff by post, stating therein whether the defendant has or has not given notice of his intention to defend. If the defendant has given such notice, the affidavit is not required; for the usual mode of proving the service of summonses is to swear the bailiffs generally to the service of all summonses before the court, according to the respective indorsements, and then the indorsement speaks for itself, or the bailiff refreshes his memory thereby, and proves the service, where the defendant does not appear at the hearing: (See rule 26 under the Act.) And where the defendant has not given notice of intention to defend, it is optional with the plaintiff whether he will cause judgment to be entered up or not, and the affidavit may not be required. Where the defendant pays the debt, as not unfrequently happens, the affidavit would of course be of no use whatever. This is a very different question from that as to the duty of the bailiff with respect to an affidavit in case of the service of a summons in a foreign district. There the affidavit is required to be transmitted by the bailiff within a limited time. Secondly, I think an affidavit of service by the bailiff of a foreign court is sufficient proof of service for all the purposes of the cause, where an affidavit is necessary, if it states the service to have been in the particular mode, and within the limits provided for such purposes by the County Courts Acts; but not where the statutes do not authorise the use of an affidavit. Sect. 2 requires that the summons for obtaining judgment by default shall be "personally served," and judgment by default may accordingly be entered up upon an affidavit of personal service, but not otherwise.

W. O. C.

Liverpool, 13th Sept.

(Q. 84.) THE BANKRUPTCY ACT 1849, s. 184.—With reference to the question of "An Old Subscriber," it seems to me that if the bill of sale was given bona fide and for valuable consideration, and not in contemplation of bankruptcy, or with intent to defeat or delay creditors, B's assignee is not entitled under the 184th section of the Bankrupt Law Consolidation Act 1849, to recover the goods or their value. I assume that the bill of sale in question was by way of mortgage, and that it was duly registered under the Bills of Sale Act. If so, it comes within the very words of the exception as to mortgages and liens contained in the above-mentioned section. If this were not so, no bill of sale could ever be made an available security against the assignees in case of the bankruptcy of the assignor. In *Murray v. Arnold*, 32 L. J., N. S., 11, Q. B.; 3 Best & S. 287, the defendant, in an action on a bill of exchange, obtained an order for a commission to examine witnesses abroad, and it was made a condition that he should pay 100*l.* into court, which he did; and subsequently a petition for adjudication of bankruptcy was filed against him. The plaintiff went on with the action, and recovered a verdict for more than 100*l.* And it was held by Cockburn, C. J. and Wightman, J. (*dubitantibus*, Blackburn, and Mellor, J.J.), that the plaintiff was entitled to have the 100*l.* paid to him, for that he was not a creditor holding security for his debt within the 184th section; and, by Blackburn, J. and Mellor, J., that he had a lien upon the 100*l.* within the meaning of the section, and that he was entitled to get the whole of it. There can be no question that the holder of a bill of sale by way of mortgage is a creditor holding security for his debt within the meaning of the section referred to.

W. O. C.

Liverpool, 11th Sept.

(Q. 85.) THE WINE AND BEERHOUSE ACT, 1869.—In reply to "A Subscriber," I beg to say that in my opinion the certificate in question can legally be granted at the adjourned annual licensing meeting, and for the following reasons: By the 5th section of the Wine and Beerhouse Act 1869, it is enacted that certificates under that Act shall be granted by the justices assembled at the general annual licensing meeting held in pursuance of 9 Geo. 4, c. 61, or at some adjournment of such meeting held in pursuance of such last-mentioned Act; and by the 1st sect. of 9 Geo. 4, c. 61, the justices are empowered to grant licences, for the purposes therein mentioned, at the general annual licensing meeting, or at any adjournment thereof, which adjournment is expressly provided for by the 3rd section of that Act. This being so, and as the Act of 1869 does not prescribe a different time for the making of the application, from the time mentioned for granting the certificate, it must be taken that the application may be made at an adjourned general licensing meeting. And it will be observed that the 7th section of the new Act does not require that twenty-one days' notice shall be given before the general annual licensing meeting. The requirement merely is, that notice in writing shall be given by the intended applicant to the overseer and constable or peace officer twenty-one days at least "before he applies;" and, in the case of a house or shop not before licensed, that a like notice shall be affixed and maintained on the door of the house and shop, and on the door of the church or chapel between ten o'clock a.m., and five o'clock p.m., on two consecutive Sundays within twenty-eight days "before such application." The concluding clause of the 7th section of

the new Act runs thus:—"Where application is made to the justices for the grant of a certificate under this Act by way of renewal only, notice in pursuance of this section shall not be requisite." It might seem from this, on a hasty perusal of the Act, that, in the case of a house or shop having a licence at the time of the passing of the Act, the twenty-one days' notice is not required. In truth, however, as there were no certificates previously, the first applications under the Act will not be by renewal, and the clause referred to only applies to the renewal of the certificates which the justices are, by the Act empowered to grant.

W. O. C.

Liverpool, 11th Sept.

(Q. 86.) TEN YEARS' CLERKS.—If your correspondent "A. B." will refer to the statute 23 & 24 Vict. c. 127, s. 4, he will find that one of the conditions of the admission of a ten years' clerk as an attorney, solicitor, or proctor, is that he "has been examined" in manner directed by 6 & 7 Vict. c. 73, and by that Act. The judges are empowered by sect. 8 of 23 & 24 Vict. c. 127, to make regulations in the case of persons preparing to become articulated clerks, and not being graduates of the universities, or having passed a university examination, that they shall, before being articulated, be examined in such branches of general knowledge as the judges may order. And no articles of clerkship can be valid without a certificate from the examiners of such preliminary examination having been successfully passed, unless the judges, or any one or more of them, when under special circumstances they or he see fit so to do, dispense with compliance with such regulations entirely or partially, or subject to any such conditions as to them or him may seem fit. If "A. B." intends to apply to a judge to dispense with the preliminary examination in his case, he will have to show a good and special reason why his application should be granted. By the regulations it is directed that the preliminary examination shall consist of two parts, viz.: Part I. (1) Reading aloud a passage from some English author; (2) Writing from dictation; (3) English grammar; (4) Writing a short English composition; (5) Arithmetic—a competent knowledge of the first four rules, simple and compound; (6) Geography of Europe and of the British Isles; (7) History—Questions on English History; (8) Latin—Elementary knowledge of Latin. Part II. Each candidate shall offer himself for examination in one of the following subjects: (1) Latin; (2) Greek, ancient or modern; (3) French; (4) German; (5) Spanish; (6) Italian. Information may be obtained of the Incorporated Law Society of the United Kingdom, Chancery-lane, London, as to the works selected by the examiners in each language.

W. O. C.

Liverpool, 11th Sept. 1869.

LAW LIBRARY.

Nationality; or the Law relating to Subjects and Aliens considered with a view to future Legislation. By the Right Hon. Sir A. COCKBURN, Lord Chief Justice of England. London: Ridgway.

How nationality shall be acquired, how it shall be put off, and to what disabilities aliens shall be subjected, are questions that after a long slumber have been forced into prominence by the changes wrought in society by the railroad and the steamship, which have practically drawn into near neighbourhood nations formerly far apart, and thus brought about an interchange of inhabitants as remarkable as the increased exchange of their industries. The growing flood of emigration from the over-peopled territories of the old world to the boundless and almost unpeopled regions of the new world has of itself sufficed to raise a host of difficult questions not anticipated when international rights were first reduced to the form of law, and thus the question has been forced upon all the countries between whom this kind of intercommunication has been established, how far the existing rules of nationality are adapted to the new circumstances, and what changes should be made in them to facilitate the common object, without making an easy path for mischiefs more formidable than the inconveniences it is designed to remove.

A Royal Commission, appointed in May 1868, to inquire into and report upon the laws of naturalisation and allegiance, has suggested a series of amendments in that law, and it is to a commentary upon these suggestions that the Lord Chief Justice has devoted this volume. Assisted by the information collected in the appendix to the report of the commissioners as to the law of naturalisation in the various nations of Europe and America, Sir A. Cockburn has set forth in detail his reasons for dissenting from some portions of the changes recommended, prefaced by a singularly clear and complete *resumé* of the existing law in this and in other countries.

For this is a matter in which one country cannot well be a law to itself. Its own code affects directly all other countries with which it is in friendly intercourse. It would be well, indeed, if instead of attempting separate legislation, a mixed commission could be appointed to frame a code of naturalisation law that should be adopted by all the parties. Perhaps this

volume may help to bring about such an arrangement; for, proceeding from so high an authority, and manifestly conceived in so liberal a spirit, there would be no difficulty in finding a common basis of principle upon which to build. But however the necessary work of change is accomplished, this essay must greatly assist its execution.

Sir A. Cockburn divides his discourse into eight chapters, each dealing with a distinct subject, and showing what is the law upon it in Great Britain, the United States, the Continental Nations, and the South American States. The first chapter treats of Nationality; the second of Naturalisation; the third of Expatriation; the fourth of Disputes arising from conflicting Claims; the fifth of Aliens; and the sixth and seventh are devoted to suggestions for the amendment of the law.

"Nationality," he says, "or, in other words, the status of an individual as subject or citizen in relation to a particular subject or State, is either natural or acquired; natural when it results from birth; acquired when an individual is accepted as subject or citizen by a State to which he did not originally belong."

And here the first difference presents itself: what shall constitute nationality of origin? Shall it be the place of birth, or the nationality of parents? In other words, is every man born in England to be deemed an Englishman, whatever the nationality of his parents, or shall the child follow that nationality, so that the son of a Frenchman born in England shall be in contemplation of law a Frenchman and not an Englishman?

On this most important point there is no community of practice even in European countries. By the law of England, the *status* depends on the place of birth; and yet the descendants of a natural born subject for two generations, born out of the dominions of the Crown, are, to all intents and purposes, subjects. But in France, although the rule is that to be a Frenchman a man must be born of French parents, an exception is made in favour of the child of a foreigner, if born in France, subject only to the condition of the French nationality being claimed within a prescribed period. Sir A. Cockburn thus describes

THE LAW OF GREAT BRITAIN WITH RESPECT TO NATIONALITY.

By the common law of England, every person born within the dominions of the Crown, no matter whether of English or of foreign parents, and, in the latter case, whether the parents were settled, or merely temporarily sojourning, in the country, was an English subject; save only the children of foreign ambassadors (who were excepted because their fathers carried their own nationality with them), or a child born to a foreigner during the hostile occupation of any part of the territories of England. No effect appears to have been given to descent as a source of nationality.

This rule, when originally established, was not unsuited to the isolated position of this island, and the absence of intercourse with foreign nations in Saxon times. No children of English parents being born abroad, or children of foreign parents being born within the realm, the simple rule that to be born within the dominions of the Crown constituted an Englishman answered every purpose. But when the foreign possessions of our kings and the increase of commerce had led to greater intercourse with the Continent, and children of English parents were sometimes born abroad, the inconvenience of the rule which made the place of birth the sole criterion of nationality soon became felt.

It appears from the Parliamentary Rolls of the reign of Edward III., that as early as the 17th of that king (1343), doubts having arisen whether even the king's sons born without the realm could inherit, the Archbishop of Canterbury brought the question before the Lords. The Lords replied unanimously that there was no doubt that the king's sons could inherit, wherever born, but that with regard to children of other persons there were great difficulties in deciding the question. The matter was again brought before the Lords and Commons jointly, who concurred in the opinion previously given by the Lords, and recommended that a law should be passed on the subject; but, as Parliament was about to be prorogued, *et cetera besoygne demand grant avisement et bone deliberation coment ele se purra mieulx faire, et plus surement*, the further consideration of it was deferred.

Owing to the plague, legislation on this and other subjects was not resumed till the year 1350, when the Act 25 Edw. 3 stat. 2 was passed, entitled "A statute for those that be born beyond sea." By this statute it is provided "that all children inheritors which from henceforth shall be born without the legiance of the king, whose

fathers and mothers at the time of the birth be and shall be at the faith and legiance of the King of England, shall have and enjoy the same benefits and advantages, to have and bear the inheritance within the same legiance, as other inheritors aforesaid in time to come; so always the mothers of such children do pass the sea by the licence and wills of their husbands."

It has been said that this statute was only declaratory of the common law. But this view is hardly consistent with its language, which is prospective, and refers only to children which "from henceforth shall be born;" and it has been pertinently observed that if the statute had only been declaratory of the common law, the subsequent legislation on this subject would have been wholly unnecessary.

The Act of the 25 Edw. 3, as hereinbefore set forth, refers, as has been seen, to children inheritors.

The statute of the 7 Anne, c. 5, the principal purpose of which, however, was to naturalise all Protestants within the realm, contained a more general enactment. By sect. 3 of this statute, "the children of all natural-born subjects, born out of the legiance of Her Majesty, her heirs and successors, shall be deemed adjudged and taken to be natural-born subjects of this kingdom to all intents, constructions, and purposes whatsoever."

The Act of the 4 Geo. 2, c. 21, purporting to explain the foregoing clause, enacts that "all children born out of the legiance of the Crown of England, or which shall hereafter be born out of such legiance, whose fathers were, or shall be, natural-born subjects of the Crown of England, or of Great Britain, at the time of the birth of such children respectively, shall and may, by virtue of the said recited clause in the said Act of the seventh year of the reign of Her said late Majesty and of this present Act, be adjudged and taken to be, and all such children are hereby declared to be natural-born subjects of the Crown of Great Britain, to all intents, constructions and purposes whatsoever."

A later statute, that of the 13 Geo. 3, c. 21, went still further, and enacted that all persons whose fathers were by the Act of Geo. 2 entitled to the rights of natural-born subjects, should be adjudged natural-born subjects also; thus extending the provisions of the Act of Geo. 2 to the grandchildren of natural-born subjects.

An exception is made by the 4 Geo. 2, c. 21, in the case of those whose fathers, at the time of the birth of such children respectively, were or shall be attainted of high treason by judgment, outlawry, or otherwise, or were or shall be liable to the penalties of high treason or felony in case of their return without the royal licence to the United Kingdom, or whose fathers, at the time of the birth of such children respectively, were or shall be in the actual service of any prince or state at enmity with the British Crown.

Such remains the law to the present time. All persons born within the dominions of the Crown (with the very limited exception before stated), whether of British or foreign parents, and all persons being the children or grandchildren of British parents, though born within the dominions of a foreign state, and to all intents and purposes British subjects, and owe allegiance to, and are entitled to protection from, the Sovereign of these realms.

It was at one time thought that children born abroad, of an English woman married to an alien, were entitled to the benefit of the statute of the 25 Edw. 3, and were to be considered as British subjects. This doctrine is, however, now exploded, the Court of Queen's Bench having decided, in the case of *Duroure v. Jones*, that the son of an alien father, born of an English mother, out of the king's dominions, could not inherit an estate in this country in right of his mother. But, now, by the statute of 7 & 8 Vict. c. 66, s. 3, such children, though not made British subjects, are declared capable of taking real or personal estate by devise, purchase, inheritance or succession.

To this should be added, to complete this sketch of the law of England on this subject, that, contrary to the law of all other nations, except those which have followed the English law, marriage, by the common law, had no effect on the nationality of women. An English woman marrying an alien still remained a British subject; an alien woman marrying a British subject, remained none the less an alien; until the latter anomaly was cured by the Act of 7 & 8 Vict. c. 66, the 16th section of which provides that "any woman married, or who shall be married to a natural-born subject or person naturalised, shall be deemed and taken to be herself naturalised, and have all the rights and privileges of a natural-born subject."

(To be continued.)

Reports of Election Petitions. Part I. By Messrs. O'MALLEY and HARDCASTLE. Stevens and Haynes.

These reports follow the plan adopted by Messrs. Power, Rodwell and Dew, and their

successors, Messrs. Wolferstan and Bristowe. This, we think, was an elementary error. The decisions of Parliamentary committees were not legal decisions, and there was some excuse for dealing with them in an exceptional manner. But the decisions of the judges in election petitions should be reported as law reports, and, the jurisdiction being entirely new, it would have been of great advantage had it been possible to give at length the judgments containing reviews of facts as well as construction of statutes. This is the course which has been pursued by the reporter who has furnished the decisions to our own reports, and we know for a fact that the plan has been generally approved. We have no desire to institute comparisons. Messrs. O'Malley and Hardcastle have perhaps done all that they could do in a separate publication, and they have certainly done the work well.

The chief peculiarity of these as of the old reports, is an entire absence of head-note. This omission we are at a loss to understand. A full index doubtless supplies the deficiency to a great extent, but there is no reason why the deficiency should exist at all. In every case there is ample material for a head note, and the want of it is in no way compensated by the marginal notes which are bare and merely indicative. One complaint against the old reports was that their statements of the evidence adduced were meagre and indeed useless. This complaint cannot be preferred against the reports of Messrs. O'Malley and Hardcastle. The judges have taken the trouble to detail the evidence and to comment upon it as they went along; and it was therefore very easy to state the evidence upon which each decision was given. This has been done carefully in the publication before us, and the reports are therefore perfectly intelligible. The arguments of counsel are not given at all, or with the utmost brevity. This is to be regretted, because many most instructive discussions took place between judge and counsel on points hitherto wholly unsettled. But, as we have said, the work must have exceeded allowable limits if all had been done that might have been done; and we accept it as it is, a most useful collection of decisions concisely stated and cleverly arranged. The form and type are those of the *Law Reports*.

LEGAL OBITUARY.

LORD JUSTICE SELWYN.

The following obituary notice, which has been furnished to us, although somewhat late, possesses features of fresh interest:—

The late Right Hon. Sir Charles Jasper Selwyn, one of the Lords Justices of Appeal in Chancery, whose death occurred at his residence, Pagoda-house, Richmond, Surrey, on the 10th ult., was the youngest son of the late Mr. William Selwyn, Q. C. (who died in 1855), by Letitia Frances, daughter of the late Thomas Kynaston, Esq., of Witham, Essex, and brother of the Bishop of Lichfield and of Canon Selwyn. He was born at Richmond in Oct. 1813, and was therefore at the time of his decease in the fifty-sixth year of his age; he was educated at Eton, and at Trinity College, Cambridge, of which he was successively Scholar and Fellow, and where he graduated B.A. in 1836, and proceeded M.A. in 1839; and although, owing to a domestic affliction, he was prevented from aiming at "honours," he nevertheless displayed considerable classical genius, and thrice carried off the College prizes given every year for the best composition in Latin verse. In 1840 he was called to the Bar at Lincoln's-inn, and at once entered into practice at the equity bar, and in 1855, the office of commissary to the University being vacant, Mr. Selwyn was appointed to the post by Lord Lyndhurst, in obedience to the expressed wish of the late Prince Consort that a member of the University should be chosen. In the following year he received a silk gown, and was made a Bencher of his Inn. He entered Parliament in April 1859, when, in conjunction with the Right Hon. S. H. Walpole, he was returned as M.P. for Cambridge University; he sat for that distinguished constituency until 1868, when, having held for a few months the post of Solicitor-General, he was appointed by the Right Hon. Mr. Disraeli to a vacant Lord Justice of Appeal, and was sworn a member of the Privy Council.

An amusing incident with respect to Mr. Selwyn's election for Cambridge University has been mentioned in the *Globe*, which we take the liberty of quoting:—"Mr. Walpole had been member for some time previously, having for his colleague Mr. Loftus Wigram, but on the dissolution of Parliament in April 1859, in consequence of the

defeat of Lord Derby's Administration on the question of reform, Mr. Wigram determined to resign on account of indifferent health. Two candidates immediately offered themselves for election, Messrs. C. J. Selwyn and A. J. Beresford Hope, but it was understood that neither of them wished to displace Mr. Walpole, the old member. With that gentlemanly modest feeling which some years later prompted him to give place to the present Lord Chancellor as Senior Lord Justice of Appeal, Mr. Selwyn then publicly declared, through his brother, Professor Selwyn, of St. John's College, that he should decline to come forward at all if by so doing he would in any way jeopardise Mr. Walpole's return. But it was patent to the members of the Senate that the senior member's seat was perfectly safe, and all interest centered in the contest for the other seat between Selwyn and Hope. The latter was much opposed by those country clergymen who were averse to the High Church principles which he professed, and as a rule the solicitors and barristers of the University were for Selwyn. In his address he declared himself a sincere member of the Church of England, and stated that he came forward as a Conservative, especially prepared to maintain the principle upon which the University itself is founded; that education, to be effective for good, must be based upon Holy Scripture. The contest was carried on with great spirit until a few days before the day fixed for election, when, in order to save the absent Masters of Arts the trouble of coming to Cambridge to vote, it was agreed on both sides to submit the canvass-books to Mr. Walpole, for him to act as arbiter between them. A very clever letter, purporting to be written by Mr. Walpole as the result of his scrutiny, was penned at the time by an anonymous writer, and will serve to show the result of his investigation. It ran as follows:

Dear Beresford.—I think that your election is without hope; it will be a regular self—you cannot possibly win; you are sure to go to the wall if you go to the poll.—Yours truly,
S. H. WALPOLE.

Mr. Selwyn was now M.P. for the University and a distinguished member of the Chancery Bar.

During his career as a barrister, Mr. Selwyn practised chiefly before the Master of the Rolls, and is said to have amassed a very large fortune by his fees. As a counsel he was never considered a peculiarly brilliant man, but he got up his cases with singular accuracy, and was invariably listened to with great attention by the court he addressed. He first spoke in the House of Commons in Aug. 1859, on the Ecclesiastical Commission Bill, when he made a lengthy and powerful speech on a question of privilege, which arose upon a matter connected with the Pontefract election inquiry. In the same month he moved a resolution in the House, whereby the committee on the Stamp Duties Bill was enabled to introduce a clause extending probate duty to property exceeding one million in value; and, a few months later, he was the means of rejecting Mr. Dillwyn's Endowed Schools Bill, by successfully moving "that it be read that day six months." His best speech, perhaps, was on the motion for the second reading of the Ecclesiastical Commission Bill in 1860, which had for its real object the vesting in the Ecclesiastical Commissioners all the real estates both of the bishops and cathedral chapters, and to convert them into mere stipendiaries of the commission. On this occasion Mr. Selwyn spoke for a long time with great earnestness against the Bill, and moved an amendment to it, but it was subsequently withdrawn after a three nights' debate. In 1861 he was instrumental in dividing the House by an amendment to the Trustees of Charities Bill. One of his last speeches in Parliament, before being made Lord Justice of Appeal, was on the Reform Bill, when he advocated that the lodger franchise should be extended to University lodgers in the town of Cambridge.

The deceased judge was a staunch Conservative and a sound churchman. When in Parliament he was remarkable for the polished elocution of his speeches, and his firm but conciliatory tone to those opposed to him in politics. He, therefore, naturally commanded respect on all sides, and enjoyed in a high degree the confidence and friendship of his own party. No one, says the *Times*, was, as counsel, more sympathetic, and no judge has ever shown himself more considerate or more patient. His name was identified with generations of legal celebrities, and the noble modesty with which he insisted on precedence over himself being conceded to the present Lord Chancellor when the latter was tardily advanced from the Vice-Chancellorship to the Lord Justiceship will deservedly be long cited in proof that emulation at the Bar is not synonymous with covetousness of place and dignity. Some natural apprehension was felt at his original appointment to the Court of Appeal, which appeared to imply a carelessness in party leaders of any but party claims to judicial office; but it must in fairness be admitted that, whatever the sometimes rather hypercritical judgment of the Bar, the other branch of the Profession, which

scrutinises conclusions rather than the reasons for them, has exhibited no discontent at what was in itself something of an experiment. As a private gentleman, Sir Charles Selwyn was particularly sincere and genial, and none knew this fact better than the various Chancery barristers of every gradation whom he was constantly pleased to entertain; the pleasant summer parties which he was in the habit of giving at his country residence at Richmond, being looked forward to by his friends with the liveliest expectation, and when over remembered with intense delight.

The late judge came of a family in whom talent and ability are hereditary—the Selwyns formerly of Matson, in Gloucestershire. George Augustus Selwyn, in the early part of the last century, represented Gloucester in Parliament, and afterwards the since disfranchised borough of Ludgershall, one half of which place is said to have been his own property. He held many lucrative posts under Government, from which he appears to have amassed a large fortune. This man was endowed with such a ready wit that nearly all the current *bon-mots* of the day were attributed to him. The comic effect of his repartees is said to have been considerably heightened by his drowsy appearance when delivering them. In Parliament he generally appeared to be half asleep, and frequently attracted notice during a dull debate by snoring in unison with Lord North. During the early part of his life he is said to have been exceedingly dissipated, and at one time a gambler; but towards the close of his career, disease compelled him to abandon his profligate habits, and he died devout and repentant, after having attained the age of seventy years.

It will be remembered by our readers that the late Mr. William Selwyn, the father of the eminent judge so recently deceased, was selected on the arrival of the late Prince Consort in England, to act as his Royal Highness's tutor, and to read with him a course of legal studies, in order to enable him the more thoroughly to understand the intricate and puzzling relations of the several parts of that piece of mechanism which we call the British Constitution; and it is no small credit to his honoured memory that out of his sons three have risen to such high positions in Church and State, as Dr. George A. Selwyn, late Bishop of New Zealand, and now of Lichfield, Canon William Selwyn, of Ely, and Professor of Divinity at Cambridge, and, lastly, the late Lord Justice, whose death we here chronicle.

The late judge, who was a magistrate and deputy-lieutenant for Surrey, was twice married, first, in 1856, to Hester, fifth daughter of the late J. G. Ravenshaw, Esq. (formerly Chairman of the East India Company), and widow of Thomas Dowler, Esq., M.D. His second wife, who survives him, and to whom he was only married a few months ago, is Catherine Rosalie, daughter of Col. Godfrey T. Greene, C. B., and widow of the Rev. Harry Dupuis, vicar of Richmond. By his first marriage he has left a son and two daughters. Judge Selwyn was buried at Nunhead Cemetery.

PROMOTIONS & APPOINTMENTS

Mr. Thos. Hayes Dewes (of the firm of Dewes and Son, solicitors, Coventry) has, with the approval of the Lord Chancellor, been appointed deputy coroner for the Western District of the county of Warwick.

LEGAL NEWS.

WILLS AND BEQUESTS.—The will of Sir Charles Wentworth Dilke, Bart., late M.P., J.P., was proved in the London Court on the 20th ult., and the personalty sworn under 35,000*l.*, the executors and trustees appointed being his eldest son, Sir Charles Wentworth Dilke, Bart., and his cousins Henry and John Snooke, Esqrs. To the two latter he leaves each a legacy of 500*l.* The will is dated Nov. 24, 1864, and testator died on 10th May last, at the Hotel de France, St. Petersburg, aged fifty-nine. He was a fellow of the Society of Antiquaries and of the Royal Geographical Society, was connected with many other learned bodies, and was one of the royal commissioners of the two great exhibitions in 1851 and 1862. The presents he received from Her Majesty Queen Victoria and the late Prince Consort and from the junior members of the Royal Family, and also the presents from foreign sovereigns, are to be held by his son and successor, and to descend as heirlooms. The testator has made a liberal provision for his son Ashton, and bequests to his mother-in-law, to others forming part of his establishment, and to his servants, appointing his son, now Sir Charles, residuary legatee.—The late Admiral Sir Charles Howe Fremantle, G.C.B., died intestate. His personal estate was administered to under 25,000*l.*

THE GAZETTES.

Professional Partnerships Dissolved.

Gazette, Sept. 3.

LEAROYD, NEHEMIAH, and BLEBY, HENRY WILLIAM, attorneys and solicitors, Broad-st-blags, and Chancery-la. Aug. 20.
ROGERS, WALTER G. and J. R., attorneys and solicitors, Exeter and Exmouth. Aug. 30.

Bankrupts.

To surrender at the Bankrupts' Court, Basinghall-street.

Gazette, Sept. 10.

BALL, JOSEPH, cooper, Oakham. Pet. Sept. 7. O. A. Paget. Sols. Le Riche, Warwick-st. Gray's-inn. Sur. Sept. 23.
BANKS, SAMUEL THOMAS, milliner, Royal-hill, Greenwich. Pet. Sept. 6. Reg. Pepps. O. A. Graham. Sols. Harcourt and Co., Moorgate-st. Sur. Sept. 28.
BARR, WILLIAM, looking glass manufacturer, Hemsworth-st, Hoxton. Pet. Sept. 7. Reg. Pepps. O. A. Graham. Sol. Watson, Finsbury-pl.-south. Sur. Sept. 23.
CAREBREAD, CHARLES, commercial traveller, Bandon-hill, near Croydon. Pet. Sept. 7. O. A. Paget. Sols. May and Sykes, Aldridge-pl. Sur. Sept. 23.
CALDWELL, WILLIAM JAMES, civil engineer, Dagenham. Pet. Sept. 6. Reg. Pepps. O. A. Graham. Sol. Copping, Goddman-st, Doctors'-commons. Sur. Sept. 22.
COOK, JOHN, shoemaker, Arthur-st, Caledonian-rd. Pet. Sept. 8. Reg. Pepps. O. A. Graham. Sol. Nind, Basinghall-st. Sur. Sept. 22.
EVANS, ROBERT PERCIVAL, and EVANS, JOHN CARRERY, hop merchants, George-inn-yd, Southwark. Pet. July 27. O. A. Paget. Sols. Linklaters and Co., Walbrook. Sur. Oct. 5.
FRANKLIN, JAMES CHARLES, carpenter, Kingland-green. Pet. Sept. 6. Reg. Pepps. O. A. Graham. Sol. Norton, Great Swan-alley, Moorgate-st. Sur. Sept. 23.
FROUD, BENJAMIN, builder, Amelia-villa, Wandsworth-common. Pet. Sept. 4. Reg. Pepps. O. A. Graham. Sol. Watson. Basinghall-st. Sur. Sept. 21.
HAGON, CHARLES, sen., and HAGON, CHARLES, jun., slate masons Orsett-st, Lambeth. Pet. Sept. 7. Reg. Pepps. O. A. Graham. Sol. Apps, South-sq, Gray's-inn. Sur. Sept. 22.
HAWKINS, SAMUEL STOCKS, commission agent, Beech-house, Chingford. Pet. Sept. 7. Reg. Pepps. O. A. Graham. Sol. Durrant, Guildhall-chambers. Sur. Sept. 22.
LAKE, GEORGE, wine merchant, Muscovy-ch, Tower-hill. Pet. Aug. 31. Reg. Roche. O. A. Parkyns. Sol. Sorrell, Great Tower-st. Sur. Sept. 22.
LOVEGROVE, HENRY, picture frame maker, Parkfield-st, Tellington. Pet. Sept. 8. Reg. Pepps. O. A. Graham. Sol. Ring, Gresham-bldgs, Basinghall-st. Sur. Sept. 22.
MILLER, JAMES VINCENT, secretary to an assurance company, Portland-pl, North Chatham. Pet. Sept. 4. Reg. Pepps. O. A. Graham. Sol. Lovett, King William-st. Sur. Sept. 21.
PLAYFOOT, GEORGE, saddler, Lamberhurst and Frant. Pet. Sept. 8. Reg. Pepps. O. A. Graham. Sols. Hulse and Co., Cheapside. Sur. Sept. 24.
POOLS, JOHN, commission agent, King's Arms-yd, Moorgate-st. Pet. Sept. 4. Reg. Pepps. O. A. Graham. Sol. King, Gresham-bldgs, Basinghall-st. Sur. Sept. 21.
POTTER, SAMUEL, brewer, Halesworth. Pet. Sept. 2. Reg. Pepps. O. A. Graham. Sol. Nettleship, John-st, Bedford-row. Sur. Sept. 22.
STANWAY, THOMAS, plumber, Norfolk-ter, Bayswater. Pet. Aug. 11. O. A. Paget. Sols. Lawrence and Co., Old Jewry-chambers. Sur. Sept. 22.
TAYLER, STEPHEN, canvas merchant, Queen's-crescent, Haverstock-hill, and Seething-la. Pet. Sept. 7. Reg. Pepps. O. A. Graham. Sol. Tower, Lower Thames-st. Sur. Sept. 22.
TOWNSEND, JOHN, baker, Wyndham-rd, Camberwell. Pet. Sept. 6. Reg. Pepps. O. A. Graham. Sol. Padmore, Barnard's-inn. Sur. Sept. 21.
TURNER, CHARLES HENRY, gentleman, Upper Hamilton-ter, St. Marylebone. Pet. Sept. 4. Reg. Pepps. O. A. Graham. Sol. Lenoyd, Broad-st-bldgs. Sur. Sept. 22.
WALLER, EBENEZER, refreshment-house keeper, Woolwich. Pet. Sept. 8. Reg. Pepps. O. A. Graham. Sol. Lewis, Wellington-st, Strand. Sur. Sept. 22.
WATSON, JOHN, builder, Hampstead-rd. Pet. Sept. 7. Reg. Roche. O. A. Parkyns. Sols. Wright and Crowther, Southampton-st, Bloomsbury. Sur. Sept. 22.

To surrender in the Country.

ABBOTT, THOMAS, commission agent, Blackburn. Pet. Sept. 7. Reg. Pepps. O. A. McNeill. Sols. Sale, Shipman, Seddon, and Sale, Manchester-st. Sur. Sept. 28.
ALLISON, AZARIAH, butcher, Hanton-st, St. Edmund's. Pet. Sept. 7. O. A. Partridge. Sol. Belos, King's Lynn. Sur. Oct. 4.
BARKEH, WILLIAM, stone-mason, Nottingham. Pet. Sept. 7. Reg. Pepps. O. A. Harris. Sol. Everall, Nottingham. Sur. Sept. 21.
BEDHAM, JOHN ROBERT, plumber, Guildford. Pet. Sept. 4. Reg. O. A. Marshall. Sol. White, Strand and Guildford. Sur. Sept. 18.
BILLMAN, THOMAS, engr dealer, Manchester. Pet. Sept. 8. Reg. Pepps. O. A. McNeill. Sol. Law, Manchester. Sur. Sept. 21.
BLACKMORE, JOHN TREWAIN, tailor, Aldershot. Pet. Aug. 17. Reg. O. A. Hollett. Sur. Sept. 22.
BOWYER, GEORGE, beerhouse keeper, Wharton. Pet. Sept. 8. Reg. O. A. Cheshire. Sol. Bent, Manchester. Sur. Sept. 23.
BROWN, WILLIAM, wheelwright, Four Trees, near Chislehurst. Pet. Aug. 30. Reg. Tudor. O. A. Kinnear. Sols. Litchfield, Newcastle-under-Lyme; and James and Griffin, Birmingham. Sur. Sept. 24.
COX, JAMES HARRISON, out of business, Wednesbury. Pet. Sept. 8. Reg. O. A. Clarke. Sol. Edworth, Wednesbury. Sur. Oct. 7.
FOX, PETER JOSEPH, butcher's salesman, Plymouth. Pet. Sept. 2. Reg. O. A. Daw. Sol. Floud, Exeter. Sur. Sept. 20.
GEARING, WILLIAM HUGH, commission agent, Liverpool. Pet. Sept. 8. O. A. Turner. Sol. Dodge, Liverpool. Sur. Sept. 21.
GILL, CHARLES, insurance agent, South-st, London. Pet. Sept. 4. Reg. O. A. Wilson. Sol. Jefferson, Pontefract. Sur. Oct. 23.
GODFREY, JONATHAN HANDFORD, clothier, Eastwood. Pet. Sept. 6. Reg. O. A. Ingle. Sol. Eversall, Nottingham. Sur. Sept. 25.
GREENHOUSE, WILLIAM, draper, Chipping Campden. Pet. Sept. 6. Reg. Wilde. O. A. Acraman. Sols. Messrs. Knoll, Bourton-on-the-Water; and Abbot and Leonard, Bristol. Sur. Sept. 20.
HASKINS, CORNELIUS, baker, Bell-hill, in St. George. Pet. Sept. 21. Reg. O. A. Wilton. Sol. George, Gloucester. Sur. Sept. 25.
HAYWARD, JOHN, groom, near Manchester. Pet. Sept. 8. Reg. Fardell. O. A. McNeill. Sol. Blackhurst, Liverpool. Sur. Sept. 21.
HIBBERT, GEORGE, grocer, Ashton-under-Lyne. Pet. Sept. 8. Reg. O. A. Hall. Sol. Toy, Ashton-under-Lyne. Sur. Sept. 23.
HOBBS, JOHN, journeyman brewer, Kingston. Pet. Sept. 3. Reg. O. A. Howard. Sol. Champ, London. Sur. Sept. 23.
HONOUR, GEORGE, pianoforte tuner, Brighton. Pet. Sept. 7. Reg. O. A. Evershed. Sol. Webb, Brighton. Sur. Sept. 25.
JENNINGS, CHARLES, beerhouse keeper, Ilminster. Pet. Sept. 2. Reg. O. A. Dommett. Sol. Paul, Ilminster. Sur. Sept. 30.
JONES, THOMAS, mason, Blenheim. Pet. Sept. 7. Reg. O. A. Batt. Sol. Lloyd, Pontypool. Sur. Sept. 23.
LUDWIG, LOUIS, and HOYLE, ALFRED JACKSON, jewellers, Huddersfield. Pet. Aug. 31. O. A. Young. Sols. Messrs. Lenoyd, Huddersfield, Bond and Barwick, Leeds. Sur. Sept. 2.
MARSHALL, WILLIAM, joiner, Knarborough. Pet. Sept. 6. O. A. Young. Sols. Hirst and Capes, Knarborough; and Simpson, Leeds. Sur. Sept. 27.
MCLEOD, WILLIAM, journeyman joiner, Astleybridge. Pet. Sept. 8. Reg. O. A. Holden. Sols. Edgale and Dawson, Bolton. Sur. Sept. 22.
MORRIS, WILLIAM, bookseller, Denstone, in Rochester. Pet. Aug. 14. Reg. O. A. Flint. Sol. Cowlishaw, Uttoxeter. Sur. Sept. 22.
NAYLOR, JOHN, shopkeeper, Haydock. Pet. Sept. 7. O. A. Turner. Sol. Beary, Helder's. Sur. Sept. 21.
NUTT, THOMAS CORNELIUS, butcher, Old Lenton. Pet. July 7. Reg. O. A. Patchitt. Sol. Bell, Nottingham. Sur. Oct. 6.
SADD, ALFRED WILLIAM, brushmaker, East Dereham. Pet. Sept. 6. Reg. O. A. Cooper. Sol. Saunders, East Dereham. Sur. Sept. 27.
STROUD, JOHN CHARLES EDWARD, and STROUD, THOMAS JOHN, chandelier manufacturers, Birmingham. Pet. Sept. 8. Reg. Tudor. O. A. Kinnear. Sols. Beale, Marigold, and Beale, and Messrs. Brown, Birmingham. Sur. Sept. 22.
STROUD, JOHN THOMAS, chandelier manufacturer, Birmingham. Pet. Sept. 8. Reg. Tudor. O. A. Kinnear. Sols. Beale, Marigold, and Beale, and Messrs. Brown, Birmingham. Sur. Sept. 22.
SUDDEN, WILLIAM, worsted spinner, Cleekechaton. Pet. Aug. 30. O. A. Young. Sols. Terry and Robinson, Bradford; and Bond and Barwick, Leeds. Sur. Sept. 27.

PATERSON'S PRACTICAL STATUTES.—The Volume containing the STATUTES of the last SESSION (1869) is in the press. N.B.—This Pocket Edition of all the Statutes required for practical use in Courts and Offices has been issued regularly for the last twenty years. It contains Explanatory Notes and a copious Index, by W. PATERSON, Esq., Barrister-at-Law.

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VOL. XLVII.—No. 1382.

To Readers and Correspondents.

All anonymous communications are invariably rejected.

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THE

Law and the Lawyers.

It is rumoured that the vacant Lord Justiceship of Appeal has been offered to Lord WESTBURY. There is strong probability in favour of the truth of this rumour, but the appointment is not one which would be looked upon with any particular favour. There is no doubt, however, that Lord WESTBURY is a powerful Judge, and would be of very great service in the Chancery Appeal Court.

The provisional committee of the Association for reforming the Laws relating to the Tenure and Descent of Lands is now organised. Among the names on the list are those of Mr. JOHN STUART MILL, Mr. EDMOND BEALES, Professor BEESLEY, Mr. JACOB BRIGHT M.P., Sir C. W. DILKE, M.P., Professor FAWCETT, M.P., Mr. T. HUGHES, M.P., Mr. E. MIALLE, M.P., Mr. MUNDELLA, M.P., Mr. MUNTZ, M.P., and Professor ROGERS.

It is said that a new scheme for transfer of the business of the Albert to some sound existing office is being negotiated. It would be well for the policy holders if this could be arranged, even at a considerable sacrifice on their parts, for if the company is wound-up in due course, they will lose all.

The petitioners against the sitting member for Westminster have not yet, it appears, got over their difficulties. They have still 500*l.* to pay and call upon the public for assistance. Certain individuals must be responsible for the costs, and if the constituency was not consulted beforehand, those individuals ought to take the consequences of their acts.

Mr. Serjt. WOOLRYCH is about to publish the Lives of the most distinguished Serjeants-at-Law, upon which he has been engaged for some years, collecting materials from a vast variety of sources, many of them original. This work will complete the series of legal biographies, of which Lord CAMPBELL'S Lives of the Lord Chancellors is the chief. But the forthcoming biographies by Mr. Serjt. WOOLRYCH will not be the least interesting of the group, and they may be expected to be even more abounding in anecdote.

A STRONG feeling prevails against the growing practice of holding mob meetings in Trafalgar-square. Why should the public thoroughfares be obstructed for hours together by spouters when a street band, a solitary singer, or an orange girl, is compelled to "move on?" The law forbids the obstruction of a street, and subjects the offender to a heavy penalty. Why is it not enforced? If Mr. MOORE, M.P., had been ordered to "move on" his treasonable abuse of Englishmen would have been prevented by treating it as any other street cry. The placards calling the meeting described it as to be an assembly of the Republicans of all nations. But even Republicans are not privileged to stop the way to the annoyance of the Queen's loyal subjects, nor to take possession of the streets of the metropolis for the purpose of preaching revolution. The Metropolitan Police Act gives ample powers of prevention, and Col. HENDERSON should be instructed to enforce them.

Few points of interest have yet arisen at the Registration Courts. In the City of London, however, on Thursday, one arose of some importance. A vote was claimed for a counting-house consisting of two rooms communicating internally with each other, and entered from a

door on the common stairs, for which a yearly rent of 65*l.* was paid. This claim was objected to, on the ground that these premises were not structurally separated from the rest of the building. The revising barrister said that in his opinion there was a sufficient severance to entitle the claimant to a vote. A case was applied for, which the revising barrister immediately granted.

THE LORD JUSTICE CLERK (PATTON) has disappeared mysteriously. He left his house before breakfast on Monday and did not return. The latest intelligence received before going to press was that his body had been found in a pond within Glenalmond grounds, but the statement had not been confirmed. There can be little doubt that he has met his death by drowning, whether by accident or otherwise remains to be proved. It is a strange coincidence, to say the least of it, that his death should have so occurred at the moment of his being summoned before the Bridgewater Commission to give an account of his connection at two elections with that memorable borough.

ANOTHER amalgamating assurance office has followed the fate of "the Albert." Whispers have been long and loud about the stability of "the European," and a few months ago an unexpected call was made upon the shareholders. Years ago it was thought to be shaky, for it had been, like the Albert, the tool of a class of lawyers of whom the LAW TIMES ventured at the period of their operations to warn the shareholders and assurers to beware, giving to them the appropriate title of "Professional Amalgamators." The European has bagged even more of the lesser offices than its prostrate brother, and on terms equally profitable to the vendors and ruinous to the purchasers. The call did not suffice to save it, and now it has applied for a winding-up order. We believe the shares to be held by a better class than those of the Albert, so that a larger sum is likely to be obtained from the shareholders to diminish the losses of the policy holders, which nevertheless must be very great.

WITNESSES TO CHARACTER.

THE doubtful value of testimonials to character has been remarkably exhibited at the present Middlesex Sessions. A man called GOODWIN was convicted, on the clearest testimony, of an indecent assault upon a gentleman in a urinal. The police-sergeant of the division stated the prisoner to have been known to him for many years as haunting urinals for improper purposes, and that he was one of a gang who made a business of it. On this, the presiding Judge, Mr. Serjeant COX, sentenced him to seven years' penal servitude. On the following day, application was made by counsel to the Judge to suspend the sentence until the next sessions, as the convict could produce undoubted testimony that the police had been mistaken as to his previous character. Accordingly, at the sessions on Monday, several witnesses were called of great respectability who proved that they had known the prisoner for some years, and that his conduct, so far as they had seen it, was decent, and a clergyman of distinction wrote purposely to say that he had him under his eye for a long time, and that his behaviour had been always praiseworthy. This mass of testimony to his conduct by day was met by overwhelming proof that he was quite a different personage by night. In the first place, there was no doubt that he was guilty of the offence of which he had been convicted, for he was seized upon the spot. This proved a certain degree of depravity. But the police of the neighbourhood swore that they had known him for three years as one of a gang who frequented urinals for an infamous purpose—as the companion of a fellow who had been convicted in that court on the previous day as a rogue and a vagabond haunting Regent-street with painted cheeks, and assuming the name and language of a woman; that he was not known at the addresses he had given, and special inquiries made at his haunts left no doubt whatever what he was—he was at once recognised by his companions as a "doctor," a cant-

term for a character not to be named. So much for the value of evidence of character. All who spoke of his good conduct spoke only as to what they saw of him *by day*. The police and his companions saw what he was *by night*. May not this kind of transformation account for many contradictions between reputation and fact? And may not the respectability of noon be a mask for the rascality of midnight more often than we are wont to suspect?

TRUSTEES AND THEIR BANKING ACCOUNTS.

WHEN a solicitor is placed in the position of a trustee, his general responsibility is very largely increased. He is necessarily placed in this position when a client entrusts money to him for investment, which is a most usual practice. It is equally of importance to solicitors and clients that it should be clearly understood what risks are run, first, as regards the liability of the solicitor or his estate, and, secondly, as affects the interests of the client.

A recent case illustrates the risks and responsibilities of this position most completely. In *Brown v. Adams*, 21 L. T. Rep. N. S. 71, a client entrusted to a solicitor the sum of 5000*l.*, in order that he might invest the same upon mortgage. The solicitor paid it into his bankers, and died shortly afterwards without investing it. The balance then standing to his credit was about 2700*l.* This sum the client sought to obtain by means of an injunction restraining the solicitor's executor from dealing with it. The contention was that this was a trust fund appropriated to the plaintiff. This involved an important consideration as to the way in which the money was paid in. It was clear, upon the evidence, that it was not paid in as trust-money, but as part of the moneys of the solicitor. No specific appropriation was directed, and part of it had actually been drawn out. The ordinary custom of bankers is that moneys paid in are appropriated to drafts in the order of date, and the 5000*l.* being paid in before other moneys, was drawn out and actually extinguished in point of law. The question was, whether it could be made to survive in equity.

The principle laid down in the case of *Pennell v. Deffell*, 4 De G. M. & G. 372, was that where a trustee pays trust-money into a bank to his credit, the account being a simple account with himself, not marked or distinguished in any other manner, the debt thus constituted from the bank to him is one which, as long as it remains due, belongs specifically to the trust as much and as effectually as the money so paid would have done had it specifically been placed by a trustee in a particular repository, and so remained. That is, of course, quite clear and intelligible, and is a legal as well as an equitable doctrine. It would have been applicable to *Brown v. Adams*, if no part of the 5000*l.* had been drawn out. To have made it applicable under the existing circumstances would induce this result, that in all cases where trust moneys were paid by a trustee into a bank to his own private account, they must be held to have remained there so long as the trustee may have had moneys of his own in the bank to answer his drafts, whatever may have been the dealings upon the account, and however long it may have continued.

The final conclusion is plain and simple. Where a trustee pays trust money into his account, and it can be traced, the trustee cannot assert his own title to it. Although a sum paid in be not specifically appropriated, it may be claimed by the *cestui que trust* while it exists; but being extinguished by payment, it would be extraordinary if it could be revived in equity.

SOCIAL SCIENCE CONGRESS.

THE arrangements for the Congress at Bristol on the 29th inst. are now complete. In the Jurisprudence Department the most important subject for discussion will be "What ought to be the legal and constitutional relations between England and her Colonies?" a subject which will attract special attention, a large number of gentlemen interested in the question having promised their attendance, among whom may be mentioned Sir GEORGE GREY, Sir WILLIAM DENISON, Sir CHRISTOPHER RAWLINSON, Sir CHARLES CLIFFORD, Mr. R. R. TORRENS, M.P., Mr. WESTGARTH, Mr. SEWELL, Mr. H. W. MARSH, Mr. EDWARD WILSON, Mr. HENRY, Dr. LEOMOUTRE, and other colonial representative men; and papers on it will be read

by Mr. J. E. GORST, Mr. F. P. LABILLIERES, Mr. JOHN NOBLE, Mr. THOMAS HARE, and Mr. MACPHEE, M.P. Next to this will be the Land question, Law of Charitable Endowments, and a Public Prosecutor. On the first Mr. FREDERIC HILL, Mr. W. D. HENDERSON, of Belfast, and Mr. Serjeant COX, will contribute papers; on the second, Mr. Serjeant PULLING, Mr. STUART, Q. C., and Mr. HENRY MILLER, of Glasgow, will write; and on the third Mr. LEWIS FRY, of Bristol, and Mr. THOMAS HARE, of the Charity Commissions will read papers. The principle, practice and policy of the Patent Law will be fully discussed, papers on this subject having been offered by Mr. A. V. NEWTON, Mr. W. SPENCE, Mr. MACPHEE, M.P., and Professor DICKS. In the Reformatory Section under the chairmanship of Sir EARDLEY WILMOT, Bart., the questions of diminishing infanticide by legislative enactment, and the results of the Industrial and Reformatory Acts will be ably discussed. Papers relating to Prison Discipline and other matters coming within the scope of this department will also be taken. The address of the President of the Department, Mr. G. W. HASTINGS, will be delivered on Thursday, the 30th. Among the visitors who are expected to be present are the Hon. Judge FIELD, of the Supreme Court of the United States, and the Hon. BEACH LAWRENCE, editor of *Wheaton's International Law*.

LAND LAW REFORM.

THE question grows space, and is rapidly assuming proportions that will throw into the shade all other subjects of public controversy. Already the agitation exceeds that which at this season last year prefaced the production of the Irish Church Bill. Nothing else is talked about in Ireland, and in England it is the prominent theme of every political speech. But the language of speakers and writers is very different in the two countries. In England, the stereotyped phrase employed by M. P.s, present and prospective, is "a measure that will secure the just rights of the tenant without invading the just rights of the landlord." This is a tolerably safe pledge, which any man of any party may venture to proffer, for it is one from which no right thinking man could dissent. But it is one of those conveniently loose expressions which may cover the most extreme and opposite designs, bind the speaker to nothing at all, or conceal entire ignorance of the subject. Everybody always professes an earnest desire to do justice to everybody. The difference arises when we come to the definition of justice. What some deem to be just others may deem to be altogether unjust. There was never a question on which such a remarkable diversity of notions of justice is found to prevail as on this of landlord and tenant. Take the extreme parties, and while one denies that tenants have any rights beyond the terms of their contract, the other denies as stoutly that the landlord has any right to the land he holds. The Basle Congress has merely applied to all property the principle which Sir JOHN GRAY and others are eager to apply to property in land. Sir JOHN GRAY asserts that there ought not to be, and according to nature's law there is not, the individual right of property in land. The Basle Congress, more logical, asserts that, according to nature's law there is not, and by human law there ought not to be, individual property of any kind. Sir JOHN GRAY and his associates would extinguish the landlords; the Basle Congress would exterminate both capitalists and landlords. Sir JOHN GRAY would pull down the landlords. The Basle Congress are for pulling down Sir JOHN GRAY the capitalist. Sir JOHN GRAY would make a clean sweep of the aristocracy. The Basle Congress would sweep away the middle classes. What a dangerous game it is will be apparent from the fruits it is already bearing.

The most alarming feature of the present agitation is not so much what is said as what is left unsaid. We have looked in vain through all the newspaper articles and speeches and pamphlets, with which the press is teeming, for a definite scheme of Land Law Reform. Vague terms, such as "fixity of tenure," are everywhere freely used, but nowhere have we discovered anything approaching even to an outline of a measure. Why does not some practical man, among the multitude who are at this moment talking and writing about it daily, favour the public with a definite scheme showing, in the form of a sketch of an Act of Parliament, precisely what he wants to do, and how he proposes

that it should be done? There would then be something more than mere words to grapple with. The world would know what is designed by phrases that now have different meanings to different minds; we should learn what is deemed to be justice to the landlord, what justice to the tenant, if property is to be assailed, as the Marquis of HARTINGTON prophesies, and the struggle is to be for the preservation of life and liberty, or if only reforms are demanded which wise and prudent men may commend and support. It may be said, perhaps, that Sir JOHN GRAY has done this; he has put forth a plan: to give the tenant the absolute right of possession at the current rent, and to reward his improvements by a term at that rent, proportioned to the value of such improvements. But Sir JOHN GRAY does not tell us how he would prevent the tenant from underletting at an increased rent, and so reproducing landlordism in a far worse form, or how this process of underletting over and over again is to be prohibited so as to prevent the creation of half a dozen landlords instead of one. Then there are the questions of security against rickling out the land for six or seven years at the low rent, and going off, leaving it almost worthless. All this must be provided for in any law dealing with the question, and that no person has ventured to suggest the barest outline of such a law is proof that the phrases employed mean very much more than they express. The end sought is not obscurely stated. It is openly declared by the leaders of the agitation that their object is to give Ireland to the Irish, by transferring the land from the Protestant landlords to the Roman Catholic tenants.

If this could be done by buying the property at its fair value from the Protestant possessors, there would be much to say in its favour. It is the misfortune of Ireland that the owners and tenants of the soil should be of opposing creeds. It was the consequence of conquest, and though centuries have elapsed it is, and will continue to be, felt as a badge of conquest. Ireland is substantially a Roman Catholic country and must be dealt with as such. It is an awkward fact; but being a fact, it must be accepted. Religious equality, with an overwhelming majority holding a faith that denies equality, is an impossible dream. Released from the compelled ascendancy of the Church of the minority, the Church of the majority must and will assume the ascendancy to which it is entitled by its numbers. It would be well if any measure could be devised by which the ownership of the soil might be transferred to the people of the creed of the country, provided only that ample compensations were given. But where is the cash to be found, and how is the land to be appropriated afterwards? Clearly it could not be given to the present tenants. Certainly they will not consent to pay for it, inasmuch as they claim it as their own. If the State were to become the landlord, the jobbery and the costliness would be immeasurable and invincible. If the State lends money to the tenants to buy, the history of Irish loans proves that it would never be repaid. When Mr. BRIGHT addressed the people in Dublin, propounding some such plan of purchase from the owners and sale to the tenants he was met by the indignant shout, "Can't we have it for nothing?" It is certain that a scheme for payment by the tenant will be received with favour, nor, indeed, any scheme that does not divest the landlord of his property. Undoubtedly compensation is repudiated by the agitators in Ireland. It remains to be seen what favour this projected confiscation will find in England.

SIR WILLIAM DRAKE.

SOME correspondents ask, what are the services of Sir WILLIAM DRAKE, that have deserved this public recognition of honour from the Sovereign? The question is easily answered. Sir WILLIAM DRAKE was a member of the firm of DALRYMPLE and Co., solicitors. On the death of Mr. COPPOCK, of Reform Club repute, Mr. DRAKE succeeded him in the lucrative office of election manager for the Liberal party, an office identical with that which Mr. ST. FORTH so ably fills for the Conservative party. This office of election manager is very important. He does for the whole party at his quarters what the local managers do for the parties in the several boroughs. He is the puller of his party. For this purpose he has

carefully compiled and closely noted up register of every constituency in the United Kingdom. It is his duty to ascertain, and keep on record, the past history, present condition, and peculiar character of every constituency, including the cost of a contest, the chances of success, the influences on both sides, if the electors are to be bought, and at what prices; and, in fact, to preserve duly posted up in a ledger for ready reference, all the information necessary, not merely for candidates, but to enable Ministers, *in case or in posse*, to ascertain the probable results of an election, come when it may.

Moreover, it is his business to procure candidates fitted for the various constituencies, for each according to its needs. He sends a rich tradesman to an expensive borough; a radical lord to a democratic borough; a fluent lawyer to a borough where dissent predominates; a liberal landed man to a wavering county, and so forth. The "assistance" which the secret service fund of the Reform or the Carlton, as the case may be, provides for certain candidates under certain circumstances, to be expended in the most effective manner, is given under the advice, if not with the personal aid, of the confidential manager. Local electioneers wanting candidates apply to the election manager, who keeps a list of candidates wanting constituencies. They state to him what kind of man they require—that is to say, the length of purse they look for—and it is through the manager, and usually at his office, that the interesting interview takes place at which the bargain is struck. When an election comes on, it is the manager's business to see that all necessary aid is given to his own candidates. He must keep rivals from the ground, bring influences to bear, and contrive to win, if possible. Should there be a petition, he negotiates; he squares with petitions *contra*; he settles it, if he can; if he can't settle, he fights; and if his candidate is beaten, he consoles him with a promise of the next vacancy.

It will be seen from this that the office of election manager, either for the Carlton or the Reform, is one of much importance, demanding rare qualities of discretion, skill, caution, and courage. Mr. COPPOCK's name and fame as a sagacious wire puller is almost historical. His successor, Mr. DRAKE, now Sir Wm. DRAKE, was scarcely less capable, while he excelled his predecessor in courtesy of manner, and in gentlemanly conduct of the very peculiar business confided to him. It will be apparent, indeed, that the foremost quality for such an office, a large portion of the duties of which consists of negotiations that cannot be committed to paper, and for which the only possible security that can be given is the honour of the parties concerned, is an integrity upon which implicit reliance can be placed. What Mr. DRAKE gave a verbal undertaking to do was always done. It is said that no candidate, whether his own or an opponent, relying on an arrangement made with him, ever found himself deceived or had reason to regret the confidence he had placed in his word.

These are the services which Sir Wm. DRAKE rendered to the Liberal party, and which have been thus publicly acknowledged by the Sovereign, and we trust that Mr. SPOFFORTH's equal services to the other party will speedily receive the like acknowledgment.

BAD BARGAINS BY COMPANIES.

There is a prevailing disposition on the part of the public to fix criminally or civilly upon directors of companies all the consequences of bad bargains. It is now too common to suppose that where a company fails it is a profitable matter for the managers and those primarily responsible. This supposition is based upon the evidence which has been supplied by numerous cases of so-called amalgamation, and is doubtless justified to a very large extent. But it is quite clear that it is not only unreasonable but inequitable to endeavour to hold the managers of commercial concerns responsible for all their bad bargains.

The firm of Overend, Gurney, and Co., is the one around which much of the litigation bearing upon this point has been concentrated, and we reported a case last week which illustrates the distinctions which exist between the different liabilities of directors of unsuccessful companies. Mr. Gibb, as one of the directors of the new company, bought the old company, and it was alleged

against him, to use the words of Lord Hatherley, that he bought for the new company that which they formed themselves into a company to buy, namely, a certain business of Overend, Gurney, and Co.; yet that buying that business, though fully authorised to buy it on such terms as might seem to him and his co-directors to be just and proper, buying it also with certain guarantees which they were authorised to take and accept, and in no way, therefore, exceeding the power, he had, by his imprudence, made a very burdensome purchase, and fixed the company in consequence with a very heavy loss (21 L. T. Rep. N. S. 73).

Now it is to be observed that no fraud was alleged in this case: it was not attempted to show that Mr. Gibb had acted *malâ fide*, but that he had acted imprudently. The question therefore was, Mr. Gibb, being dead, whether his estate was liable to make good to the new company the loss arising from his imprudent purchase on their behalf. The conclusion at which the Lord Chancellor arrived was the obviously equitable one, that whilst an action at law might have lain against Mr. Gibb had he lived, no relief could be given to the company as against his estate he being dead. This was the view taken by Lord Romilly in *Turquand v. Marshall*, 18 L. T. Rep. N. S. 387, who said, "I am of opinion that the directors who did not look at the books must be liable to the consequences. It was their duty to be acquainted with them, and it was a duty which they had to perform on becoming directors, and therefore I am of opinion that they are liable for the falsity of the accounts." But he added, "I am of opinion that I cannot make this the subject of any decree in this court. The case alleged is simply that the directors gave a favourable aspect to the matters which they ought not to have done, but not that they obtained any advantage by so doing." And later on, his Lordship said, "If any one of the shareholders has been injured by this course of proceeding, he may be entitled to proceed *individually* against the directors." Again, speaking of certain damage sustained by a particular shareholder, he said, "I cannot doubt that if those directors who so acted were *alive*, they would be *personally* liable to Mr. Skey for the injury they occasioned him by the false statements then made."

In each of these cases the real question is one of negligence—in *Gibb's* case, negligence in not ascertaining the nature of the business proposed to be purchased, and in *Turquand's* case, negligence in not investigating the character of the concern, which was given out as sound. The bill in the latter case was precise in its terms, seeking to compel Mr. Gibb and his co-directors jointly and severally "to make good and pay to the plaintiff company the amount of the loss which they had sustained, and to indemnify them against all such further loss as they may sustain by reason of their having purchased the said good-will and assets, and having undertaken the liabilities of the said firm of Overend, Gurney, and Company."

Without hesitation, the Lord Chancellor expressed his opinion that the proposition that this remedy might be pursued in a court of equity was, in the absence of fraud, one most difficult to sustain. His Lordship said: "All the loss in the shape of liability beyond the 250,000, which they may be supposed in this case to have had in their hands, I apprehend would form the proper subject of an action for negligence, if they thought they could maintain such an action in the absence of any fraud being charged; and the consequence of that would be that the present gentlemen, the executors of Gibb, could not be pursued either at law or in equity. It certainly seems to me not in equity, with reference to any such loss as that which I have last mentioned."

Clearly in all such cases, there being no fraud, the sole remedy is an action for negligence, and in *Gibb's* case the negligence dropped down to the level of mere imprudence. Mr. Gibb, as pointed out by the Lord Chancellor, was willing himself to embark in the speculation of buying Overend, Gurney, and Co.'s business, and how was it possible that he should know that the others were not as willing to enter into it as himself. It must be recognised as impossible that persons acting as purchasers of one concern on behalf of another concern should lay all the affairs of each before a public meeting, and if, said Lord Hatherley, "I do not find that they have acted in breach of their duty, if I do not

find that they have done anything more than make a bad bargain—it appears to me that I cannot assume that the company are thereupon entitled to say that this gentleman is responsible for a breach of trust, he only having done that which they sent him to do, having bought this business, but with an amount of knowledge, which he must necessarily as a director acquire, exceeding the amount of knowledge which was acquired by them."

Consequently it must be accepted that controlling directors cannot be made responsible in their estates for merely imprudent transactions or bad bargains. If perfect immunity from the consequences of unsound speculative transactions were to be secured those transactions would lose their main element, that of speculativeness. Agents must be deputed to do the work of the multitude, and it is vain to expect agents to be infallible, or to any large extent possessing foresight very far in advance of their principals.

MUNICIPAL AND PARLIAMENTARY ELECTIONS.

(Continued from page 384.)

No. II.

THE VOTER.

THE relationship between the candidate and the voter has, we believe, had a somewhat new light thrown upon it by judicial decision. The voter is punishable if he receive a bribe; and a vote procured by bribery is bad. But in the *Taunton* case, not yet reported, Mr. Justice Blackburn laid down a principle which we do not think has been reached before. His Lordship said: "The member who is returned for any constituency ought to be the member who is elected by a majority of pure and unimpeached voters who vote at that particular election. If anyone failed to obtain such a majority, or (what comes to the same thing) if it cannot be proved that he has obtained such a majority, there must be a new election; that constituency must have a fresh choice to return such member as they choose for the purpose. The distinction, therefore, is obvious there; it is not any longer a matter merely between the two candidates, but it involves the interests of the constituency. The constituency are, as one may say, parties to the question, and their interests must be considered as well as those of the sitting member and the candidate who claims the seat; it is necessary in that case to see whether or no there is a majority of pure voters, and accordingly every voter who is shown to have been corrupted must be struck off, for whomever he voted. It matters not whether he was corrupted by the sitting member, or whether he was corrupted by the sitting member's agents, or by a stranger. Even if corrupted by the other side, I take for granted the man's vote is bad. If a man accepts a bribe for the purpose of voting, say for Mr. Serjeant Cox, and then having been so corrupted votes for Mr. James, his vote cannot be counted for Mr. James any more than if Mr. James himself had bribed him. Or *vice versa*, if it were shown that he had received a bribe, or was corrupted by somebody to vote for Mr. James, and then voted for Mr. Serjeant Cox, his vote could not stand for Mr. Serjeant Cox, and must be struck off. The result is that we have to see without regard to who it was corrupted this man or that, what was the majority of uncorrupted voters, and whether there is a majority for anyone who has not rendered himself by personal misconduct incapable of standing. If there is such a majority that person should be declared returned and substituted for the sitting member, if that majority is not made out, there must be a new election in case it is shown that the first election is void."

This is the principle which declares the *status* of the person to be gone where he participates in a corrupt act. But it appears somewhat singular that a contract in which there is no mutuality between two persons, should affect a third. The bribed voter who does not vote on the side for which he is bribed, commits a fraud upon those who bribed him. He takes, say, 10*l.* for nothing, and gives a disinterested vote for the candidate of his choice. His purity is not corrupted—the illegal bargain was never completed. A bribe is given for the purpose of inducing a certain result. A totally different result is effected; but Mr. Justice Blackburn says that whatever the result, the elementary principle remains. Blood money is blood money, though no blood be shed.

We presume that the learned Judge lays down

this rule in accordance with the terms of the 3rd section of the Act of 1854, which makes it bribery to receive money for agreeing to vote. It is, perhaps, better to be over strict in the construction of penal statutes, but as we said, we think the principle has been carried beyond anything which has been previously established.

THE COMMON LAW.

It is to be now recognised that apart from all statutes, it is quite possible that an election may be void at common law. That it could not be so, and that elections might escape which were not technically within the scope of particular Acts of Parliament, has undoubtedly been a hope entertained by those who live by corrupt practices. It is remarkable with what intense satisfaction Mr. Justice Willes dashes this hope. In the *Lichfield Petition*, 20 L. T. Rep. N. S. 11, he says, "One can only wonder that any person doubted, either through fear of what people call the technicality of lawyers (really the just limit to the jurisdiction of Judges), or through hope that by reason of the difficulties which would be met with in proof before this new tribunal, persons, if any such there be, who have fattened upon the abuses that have existed hitherto at elections, might continue to do so even with greater impunity than before—I say, one is astonished that, either through such hopes or through such fears, it could have been doubted that bribery would have been pursued, under the new jurisdiction, upon the same principle as it was put down, or attempted to be put down, in the jurisdiction of election committees. Bribery at the common law, equally as by Act of Parliament, avoided an election where it took place. If there were general bribery, no matter from what fund, no matter by what person, though the sitting member or his agents had nothing to do with it, that would defeat the election, upon the ground that it was not a proceeding pure and free, as an election ought to be, but that it was vitiated and corrupted by an influence which, coming no matter from what quarter, had defeated the proceeding, and shown it to be abortive."

This passage is the more to be observed because the learned Judge went out of his way to make the statement. There was nothing in the case calling for this particular form of animadversion. On the contrary, he observed that the proof showed an entire absence of any general corruption of that sort in the city of Lichfield. There are other authorities in support of this view, but it is unnecessary to cite them, and we shall proceed to consider

WHAT ARE CORRUPT PRACTICES within the meaning of the statutes.

The difficulty of giving an accurate construction of the word "corrupt" is familiar to every one who has considered the subject of electoral law. In one of the early petitions, that of *Bradford*, 19 L. T. Rep. N. S. 728, Baron Martin asks the question, What is the exact meaning of the word "corruptly?" He adds: "It is difficult to say, but I am satisfied that it means a thing done with an evil mind and intention, and unless there be an evil mind or an evil intention accompanying the act it is not corruptly done. 'Corruptly' means an act done by a man knowing that he is doing what is wrong, and doing it with an evil object." The learned Baron adopted the language of Mr. Justice Willes. At p. 678 of our report, he says: "The interpretation of this word as explained, and in my opinion rightly explained, by Mr. Justice Willes, is not wickedly or immorally, or anything of the sort, but embraces such conduct as it was evidently the intention of the Legislature to discountenance." And then he draws the distinction between an act which may void an election and yet not be corrupt. "Where," he said, "it is shown that even the smallest quantity of meat or drink is supplied, that is of course admissible as evidence of treating; but more than that would be required to make out a corrupt intention."

The first use of the word corrupt in the statute is in the first clause of the second section, which says that any person who shall corruptly do any such act as is forbidden, on account of any voter having voted or refrained from voting, shall be guilty of bribery. It occurs in the same sense in the second clause relating to giving employment; and we next find it used in the definition of treating in the fourth section. Every candidate at an election who shall corruptly by himself, &c., give or pay for any meat,

drink, entertainment, or provision to or for any person for the purpose of being elected, or for the purpose of corruptly influencing such person, &c.

We see, therefore, that there are three classes of cases which have to be looked to in considering the evidence necessary to upset an election. In the first place there are the offences cognizable under the common law; secondly, those which in themselves, and without reference to the intention of the persons concerned in them, are illegal by the statute; and thirdly, those which are made illegal by a corrupt intention. All these are, in the eye of the law, corrupt practices, taking corrupt in its ordinary acceptance.

The order of offences in the statute places Bribery first, Treating second, and Undue Influence third. We will, therefore, first consider

BRIBERY.

As we have seen, there may be general bribery avoiding an election at common law, and limited bribery according to statute. "Where," said Mr. Justice Willes in the *Southampton Petition* (not reported; see p. 289 of printed judgments, Part II.), "there is no general corruption in a constituency, when you come to deal with individual cases, it is necessary, in order to vitiate and void the election, to prove not only a violation of the law, but that the violation took place with the knowledge and consent of the member or an agent of the member—that is to say, it is necessary to establish agency."

An elementary consideration is what is a sufficient inducement to constitute bribery. In the *Coventry case*, 20 L. T. Rep. N. S. 405, Mr. Justice Willes discussed the question whether a telegram "Come by the first train to 'Stag,' Bishop-street," amounted to an inducement so as to constitute bribery within the principle laid down in the famous case of *Cooper v. Slade*. His Lordship took occasion to express his concurrence with the view taken by Baron Bramwell in that case, which view it is known did not prevail, that the term "your expenses will be paid" were not, under the circumstances, evidence of a conditional promise. That was in the main a matter of fact; but the learned Baron's view also received approval at the hands of Mr. Justice Willes, to the extent of pointing out, as Baron Bramwell did in the clearest terms, that no amount of hope or expectation on the part of a voter is enough to constitute bribery. And it was agreed by all the Judges that the mere request to come up and vote cannot constitute bribery. Mr. Justice Willes evidently thought this a matter of the first importance, and accordingly elaborated it in the *Coventry case*. He illustrated the principle thus: "If," he said, "I were to ask one of the learned counsel to go to London and vote for me at a club or elsewhere where an election was to take place, and say, 'Come by first train' to whatever club it might happen to be, although looking to the fact that an election was about to take place, there could be no doubt that I meant that he should come and vote for me at some expense, I think it would not only be without authority, but that it would be contrary to the authority to be found in the opinions of all the learned Judges who dealt with the case of *Cooper v. Slade*, to say that such a contract to pay the expenses was implied." Another illustration fully exemplifies the distinction between the nature of the promises to be implied. His Lordship said, "If I send to a coal merchant and say, 'send me in so many tons of coal,' of course it means, 'I will pay you for your coals'; but if I write to a man to do a thing to which a price is not usually attached, and as to which the law says there shall not be a price attached, and for which the law says there shall not be a price paid, I think that the implication of condition would be contrary to the principle, and also to the authority of that leading case to which reference has been made."

But it must be clearly understood that the above remarks do not exclude all offers and promises from the category of bribes. The same learned Judge laid it down in the same judgment that an offer to bribe where it is proved is quite as bad as the payment of money—that these offers ought not to be placed in an inferior class. Of course, in estimating the value of evidence, it cannot be forgotten how extremely difficult it is to prove conversations so as to substantiate an allegation of an offer to bribe; and as evidence this class of cases is of inferior value.

It is impossible, as was observed in the *Perry* case, that each candidate can warrant that every chatterbox on his side shall abstain from talking and giving opinions which may be afterwards represented as offers and enticements to the persons to whom they are addressed.

We come then to actual bribery in individual cases. And on this head Willes, J., in the *Lichfield Petition*, 20 L. T. Rep. N. S. 11, said, "It is not enough to show that a stranger to the member, and to his agents bribed one or two persons." The bribe must be given by the member or his agent. Little need be said on this subject, for there can be no question about a money bribe. But passing out of the category of bare money bribes, and coming to the giving of employment, we encounter difficulty. Many people are slow to recognise the fact that the ordinary avocations of everyday life must be carried on at elections as at other times. This matter was fully discussed in the *Perry case* (p. 133 of Printed Judgments, Part I.), where Mr. Justice Willes said, "I am clear that when an unfavourable inference is to be drawn from the fact that some person has been employed, one ought to take care to be quite sure that there is something more than merely getting the man's work for that which is the real equivalent for the man's work." Previously he had said, "If you have a sum of money or a benefit, for which nothing is returned conferred upon a voter, you have a tangible case, which cannot be explained away by merely saying, 'I did it, and I had no particular reason for it.' You have then a case in which a member or his agent must be called upon to give an account of what they meant, and to show satisfactorily that that which *prima facie* was giving a benefit to the person which would have the effect of inducing him to vote for the member, was really done with some other, and an innocent motive." And his Lordship said finally as to these cases that it would not be right or reasonable to hold that there was bribery, unless there was colourable employment or a condition made.

(To be continued.)

THE ALBERT OFFICE, AND ITS AMALGAMATIONS.

THE collapse of the Albert Life Assurance Office seems likely to raise questions of considerable interest in reference to the liability of the shareholders in the numerous offices (twenty-two as we understand) which in popular language have been amalgamated with the Albert, to the holders of their respective policies. The shareholders in the Albert itself, a company established prior to the Companies Act 1862, and which has not taken any steps to restrict the liability of its shareholders by bringing itself within the provisions of that Act, are undoubtedly liable to the utmost extent of their fortunes for the fulfilment of the company's engagements. We are informed, however, that these engagements, so far as they consist of policies of assurance, have in many, though not in all, cases been limited by the insertion of clauses in the policies to the effect that the funds of the company and its uncalled-up capital should alone be liable to the demands of the policy holders.

The validity of such clauses was much discussed in the cases of *Halkett v. The Merchant Traders' Insurance Company*, 13 Q. B. 960; *Halkett v. Dowdall*, 16 Jur. 462, and seems now to be fully admitted: (See *King v. The Accumulative Life Fund and General Insurance Company*, 3 Jur. N. S. 1264.)

In regard to the liabilities of the shareholders in the so called "amalgamated" companies the principle on which they must be held liable or exonerated is perfectly clear, though the application of the principle to particular circumstances of each case may require much judicial discrimination.

We remark, in the first place, that the use of the word "amalgamation" is very likely to mislead. The expression is a chemical one, applied by a loose and, in some respects, a false analogy to a legal subject. In chemistry it signifies an intimate union of mercury with some other metal. We do not object to the word being applied to the status of a company which has arisen on the dissolution of separate companies, and their subsequent union by Act of Parliament or other legal means; but we say that, unless such legal dissolution and union has taken

place, the word amalgamation ought not to be used except under protest, inasmuch as it implies that the amalgamated companies have ceased, as companies, to exist. A company, by transferring its assets and liabilities to some other company or person, and refusing further business, no more ceases to exist as a company than an individual debtor would cease to be such by handing over his assets to someone else, and obtaining an engagement from the transferee that he, the debtor, should be indemnified. Moreover, no dissolution of a company, though the same be perfectly legal, could in any way exonerate the members from liabilities existing at the time of the dissolution. The holders of policies in the amalgamated companies respectively, originally contracted with the respective companies; and whether those companies have or have not been legally dissolved, the onus rests on them, or their members, of showing that the policy holders have expressly or impliedly released their claims. The members of the assuring companies will have to make out such release, not by doubtful inferences, but with certainty.

It appears to us that it will be very difficult to establish the fact of any such release by implication. The mere circumstance that the original company has notified to the policy holders the intention or the fact of the transfer to the Albert, and has requested that the yearly premiums should be paid to that company, would, as it seems to us, be quite insufficient. In many cases it would be doubtful whether policy holders could, if they were so minded, effectually oppose or set aside such a transfer; and if it were clear that they could do so, still it could scarcely be contended that the original debtor was to be released, because the policy holder did not see fit to undergo the trouble and expense of legal proceedings for the purpose. We may go further than this and say, that even an express assent by the policy holder to a transfer of the funds of the original company would by no means necessarily imply an assent to a substitution of the one company as a debtor in the place of the other. We think that *prima facie*, the amalgamations so far as policy holders are concerned were *res inter alios acta*, that the payment of premiums subsequent to the amalgamation was *prima facie* a payment at the request of the original company, and on its behalf to the Albert company, and that *prima facie* the Albert Company was merely a company that for a consideration had agreed to indemnify the companies whose property and assets it had absorbed.

DIGEST OF SHIPPING LAW CASES.

FROM 1860 TO 1864.

Edited by F. O. CRUMR, Esq., Barrister-at-Law.

(Continued from page 367.)

BROKER.

1. *Evidence of custom—Commission*.—Where one steamship broker introduced another to certain shipowners for the purpose of engaging charters for them, and the first broker, as introducing broker, claimed from the working broker 1 per cent. commission according to custom, as well as according to agreement, evidence of such custom was held to be admissible. Pollock, C.B. was of opinion that the special terms of the agreement between the parties, excluded evidence of the custom, and the usual course of business: (*Allan and others v. Sundins and others*, C. E., April 29, 1862; 1 Mar. Law Cas. 222; 6 L. T. Rep. N. S. 359; 31 L. J. 308; 1 H. & C. 123.)

2. *Commission—Remoteness of services in procuring charter—Introducing shipowner to broker*.—A ship broker having introduced a shipowner to another broker, who was also a merchant, through whose introduction to a London broker a charter-party was entered into, was held entitled to commission on that charter. Evidence as to who was the proper person to receive the commission. Remoteness of a claimant's services in respect of procuring charter, considered. A wholly unauthorized person, hearing by chance that a person was in quest of a ship, cannot claim commission: (*Kynaston v. Nicholson and others*, C. E. June 5, 1863; 1 Mar. Law Cas. 350; 8 L. T. Rep. N. S. 671.)

3. *Right to commission—Remoteness of services—Custom*.—Where a negotiation goes through three or four persons, ultimately resulting in a charter being found, the broker who first set the matter in motion is not entitled to commission. Not the most conclusive evidence of custom can support a claim which is too remote: (*Gibson v. Crick*, 2 F. & F. 766; 31 L. J. 304, Ex; 6 L. T. Rep. N. S. 32; 1 H. & C. 142.)

CHAIN CABLE PARTING.

Collision between steamer and schooner both at anchor.—Steamer at single anchor held liable for damage by collision with a schooner at anchor, consequent on the steamer's chain parting, because the latter had veered out her chain till she was too close to the schooner, and delayed taking measures for properly mooring for the night so that the collision became inevitable when the chain parted: (*The Egyptian*, J. C., P. C. April 13, 1863; 1 Mar. Law Cas. 358; 8 L. T. Rep. N. S. 776.)

COAL TRADE.

Turn paper—Demurrage.—The purchasers of a cargo signed the usual "turn paper," in which it is specified that the ship is to unload her cargo at a certain rate of tons per day, but there was no evidence that they had made themselves parties to the contract between the shipowner and the original consignees. They were held not liable in demurrage on account of delay between the time the ship arrived at her mooring, and her entering the dock where she was to unload: (*Shadforth v. Cory and others*, Q. B., Jan. 28, 1863; and E. C. June 16, 1863; 1 Mar. Law Cas. 296, 363; 8 L. T. Rep. N. S. 786; 32 L. J. 379; 9 Jur. N. S. 910.)

COLONIAL LAW.

(See *Sale of Ship*, 4.)

COMITY OF NATIONS.

Foreign judgment.—A foreign judgment with nothing on the face of it with which a court in any other country can deal is conclusive as to the merits between the parties. Some cases considered where error appearing on the face of the record, the above rule does not apply. Sundry cases commented upon with reference to the effect of foreign judgments and the comity of nations: (*Simpson v. Fogo*, Wood, V. C., Dec. 10 and 12, 1862, and Feb. 13, 1863; 1 Mar. Law Cas. 312; 8 L. T. Rep. N. S. 61; 9 Jur. N. S. 403; 32 L. J. 249; 1 H. & M. 195.)

COMMISSION (AGENCY).

1. *Commission on value—Accounts*.—A bottomry bond was given at Elsinore for 433*l.*, with 15 per cent. bottomry premium, the ship being bound to Londonderry. Agency commission charged on the value of the ship and cargo was reduced by the court, an allowance of 50*l.* being made for commission on advance and for trouble. No reason was assigned, or custom alleged, in favour of a commission on value being charged. The court is not called upon to scrutinise accounts too closely: (*The Fortuna*, A. C. Ireland, 1861; 1 Mar. Law Cas. 123.)

2. *Renewed commission—Evidence of custom*.—An introducing broker claimed from the working broker 1 per cent. commission where the charters were renewed, and renewed commission paid to the latter. Evidence of custom as to the payment of the renewed commission was held to be admissible: (*Allan and others v. Sundins and others*, E. C., April 26, 1862; 1 Mar. Law Cas. 222; 6 L. T. Rep. N. S. 359; 31 L. J. 308; 1 H. & C. 123.)

3. *Custom—Reasonableness of charge*.—The court not bound by the custom of any place as conclusive evidence in determining the reasonableness of a charge for agency commission on estimated value of cargo included in a bottomry bond. It is properly a question for the registrar and merchants: (*The Laurel*, A. C., Nov. 3 and 10, 1863; 1 Mar. Law Cas. 403.)

(See *Broker*.)

CONSIGNEE.

Mercantile law—Consignor and consignee—Lien on cargo.—The general lien of the consignee on cargo cannot be set up in opposition to positive directions given him by the consignor. Question as to lien of holder of bill of exchange drawn against a consignment. Priority: (*Frith v. Forbes*, July 15 and 16, and Aug. 5, 1862; 1 Mar. Law Cas. 253; 7 L. T. Rep. N. S. 261; 8 Jur. N. S. 1115; 32 L. J. 10, Ch.)

CONSUL.

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1. *Foreign master's wages—Jurisdiction of Admiralty Court*.—Suit for foreign master's wages dismissed where consul of state to which ship belonged protested against cause proceeding: (*Merchant Shipping Act 1854*, s. 191.) Jurisdiction of court discretionary. Case of *The Golubchick*, 1 W. Rob. 148, referred to: (*The Herzogin Marie*, A. C. March 21, 1861; 1 Mar. Law Cas. 144.)

2. *Wages—Suit by foreign master—Practice of Admiralty Court respecting security for costs*.—Case of *Nylander v. Barnes*, 6 Hurl. & N. 509, Ex., followed, and security for costs ordered to be given in a suit by a foreign master for wages. The

owners of the ship were held to be incorrect in appearing under protest on the ground that the consul of the foreign state probably intended to object to the proceedings. Immediate notice of such objection to be given to the court: (*The Franz and Elise*, A. C. Oct. 10, 1861; 1 Mar. Law Cas. 155.)

3. *Wages—Intervention of consul*.—In a suit for wages of foreign seamen, where the net proceeds of the sale of the ship have been paid into court, and the foreign consul intervenes, and asks that payment of the wages may be made to him out of the proceeds, he undertaking to apportion them among the parties entitled, the court grants the application. If he objects to the proceedings the suit is discontinued. (But see No. 4 hereof: *The Timor*, A. C. Nov. 17, 1863; 1 Mar. Law Cas. 400.)

4. In a suit for wages of foreign shipmaster, where the ship was arrested, and the foreign consul on due notice having been given to him, interfered and objected to the suit proceeding, the court dismissed the summons. There is a great distinction between proceeding against the ship and against the proceeds of the ship; and there have been one or two cases in the United States where the courts of that country have on apparently good grounds proceeded against a British ship notwithstanding objection being raised by the British minister. Case of the *Golubchick*, 1 W. Rob. 143, explained: (*The Octavie*, A. C. Dec. 8, 1863; 1 Mar. Law Cas. 420.)

CONSULAR COURTS.

1. *Jurisdiction*.—There is no compulsory power in an English Consular Court in Turkey over any but English subjects. Arrest of ships in causes of bottomry being usual before the consular courts: Held that proceedings *in rem* are competent also in collision cases: (*The Laconia*, May 1862; 1 Mar. Law Cas. 252; 7 L. T. Rep. N. S. 164; J. C. P. C., Aug. 5, 1863; 1 Mar. Law Cas. 378; 9 L. T. Rep. N. S. 37; 32 L. J. 11; 9 Jur. N. S. 1160.)

2. *Consular manifest—Handing over copies of bills of lading*.—Charterers are not bound to hand over to shipowners copies of bills of lading in order that consular manifests may be made out: (*Dutton v. Powles*, Q. B. Jan. 22 and 25, 1861; 1 Mar. Law Cas. 22; E. C. Feb. 3 and 1862; 1 Mar. Law Cas. 309.)

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CREW.

(See title *Seaman*.)

CUSTOM.

(See title *Usage*.)

1. *Tender for salvage*.—The Admiralty Court will not pronounce in favour of a tender for salvage which does not include costs; but having, in ignorance of such a fact, dismissed the defendants and their bail, it refused to grant a motion for an order as to costs: (*The Countess of Leven and Melville*, A. C. June 20, 1861; 1 Mar. Law Cas. 154.)

2. *Security—Suit by foreign master for wages*.—Security for costs will be ordered to be given in a suit by a foreign master for wages, although it would appear that there is a probability that the consul will interfere and stop the suit: (*The Franz and Elise*, A. C. Oct. 10, 1861; 1 Mar. Law Cas. 155.)

3. *Appraisement*.—Where salvors extracted a commission of appraisement, and the ship was appraised at less, and the cargo at more than what had been stated by the defendants, the salvors were held entitled to all the costs of appraisement: (*The Magdalen*, A. C. July 18, 1861; 1 Mar. Law Cas. 183.)

4. *Salvage—Merchant Shipping Act, s. 460—Tender—Pleading applicability of Act of Parliament*.—Whenever the defendants in a salvage suit intend to rely upon the 460th section of the Merchant Shipping Act 1854, as governing the question of costs, the particular facts which render it applicable should be distinctly averred and proved. Costs in these cases do not follow the decision as in a case at common law: (*The Favourite*, A. C. Jan. 22, 1862; 1 Mar. Law Cas. 191.)

5. *Reference to registrar and merchants—Disallowance as to salvage services—Motion to condemn plaintiff in costs of reference rejected*.—The claim made by plaintiffs in a collision suit involved investigation into salvage expenses. The registrar disallowed more than one-third of the plaintiff's claim, including therein the greater portion of his salvage expenses; but the court held that the ordinary rule as to references should not prevail, and awarded the plaintiffs their full costs: (*The Bertrice*, A. C. July 7, 1867; 1 Mar. Law Cas. 203.)

6. *Reference to registrar and merchants—Damage cause*.—On a reference in a damage cause more than one-fourth and less than one-third of the plaintiff's claim was disallowed. Each party was ordered to pay its own costs: (*The Peerless*, A. C. April 17, 1861; 1 Mar. Law Cas. 206.)

7. *Reference—Master's wages—Deduction from claim for set-off*.—On a reference of the accounts in a master's suit for wages, more than one-half of the owner's claim of set-off, and nearly two-thirds of the master's claim, were disallowed. Charges of immorality were made by the owners, but not sustained. The court, considering that the master had at the utmost been guilty of extravagance only, allowed him his costs: (*The Strathallan*, A. C. April 18, 1861; 1 Mar. Law Cas. 207.)

8. *Counsel's fee—Costs of laying plea before counsel*.—Fee to counsel to advise whether a plea should be admitted without opposition or not, and costs of laying the plea before counsel, allowed. The ancient practice, however, does not still prevail; the modern practice is governed by the circumstances of particular cases: (*The Rouen*, A. C. May 13 and June 3, 1862; 1 Mar. Law Cas. 221.)

(To be continued.)

JUDICIAL STATISTICS, 1868.

COMMON LAW COURTS.

Continued from page 368.

BOROUGH, HUNDRED, AND MANORIAL COURTS.

In the table for 1866 thirty four local courts were named (including the City of London Court and the Manchester Court of Record) which possessed civil jurisdiction. Pursuant to the County Courts Amendment Act (30 & 31 Vict. c. 142), which came into operation on the 1st January 1868 and which provides that no action or suit which can now be brought in any county court shall henceforth be commenced or maintainable in any hundred or other inferior court, not being a court of record, the jurisdiction of six of these courts has ceased, and the names are omitted from the table for 1868, viz., the Wapentake Court for the Hundred of Amounderness; the Court Baron for the Hundred of Blackburn; the Bowland Wapentake Court; the Bradford Manor Court; the Egremont Court Baron; and the Whitehaven Court Baron for the hundred of St. Bees; and the City of London Court is classed with the County Courts.

Twenty-seven local courts having civil jurisdiction remain, the names of which are given in the table for 1868. In seven of these no proceedings took place in that year.

In the Manchester Court of Record, 3511 writs were issued in 1868, for a total amount of 48,973*l.*, giving an average of 13*l.* 18*s.* 11*d.* for each case. In the Liverpool Court of Passage, 3301 plaintiffs were entered for a total amount of 146,748*l.*, giving an average of 44*l.* 9*s.* 1*d.* In the Salford Court of Record there were 2501 plaintiffs entered for a total amount of 32,620*l.*, giving an average of 13*s.* 0*s.* 1*d.* In these three courts, in 1867, the number of cases and the total amounts were, respectively, 4203 for 51,757*l.*, 3635 for 148,481*l.*, and 2722 for 33,923*l.* In the seventeen remaining courts in which there were proceedings in 1868 the number of plaintiffs entered varies between 1 in the Ipswich Guildhall Court and 585 in the burgess and non-burgess courts at Newcastle-on-Tyne. The total number of plaintiffs entered in these seventeen courts was 2789 in 1868, against 4041 in 1867; the total amounts were 35,572*l.* and 49,516*l.*, respectively. The total amount of debt for which judgment was obtained by plaintiffs in all these courts, including Liverpool, Manchester, and Salford, was 90,991*l.* in 1868, against 109,069*l.* in the same courts in 1866. The total amount of costs was 15,717*l.* against 17,919*l.* The total amount of fees was 5553*l.*, against 6244*l.* The amount of costs and

fees together was 23*s.* 3 per cent. of the amount of debt recovered, the proportion for 1867 being for the same courts 23*s.* 1 per cent.

THE LORD MAYOR'S COURT.

The proceedings in the Lord Mayor's Court in the year 1868 are shown in the usual form in the return furnished by the registrar of the court, under the heads of Proceedings of the Court in Actions, and Proceedings in Foreign Attachments.

The registrar remarks, that it will be observed by the return that the business transacted in the court, irrespective of foreign attachment, continues to increase in a remarkable manner; but that, with respect to foreign attachments, since the year 1865 the use of this process may be said to have decreased, at all events very largely in the amount sought to be recovered; and that this is on account of the process being very actively used during any commercial pressure, and that to the monetary crisis of 1865 may be attributed the great increase of that year and of 1866.

The number of actions entered in 1868, viz., 10,080, exceeds the number in the preceding year by 3996, or 65*s.* 6 per cent.; the number in 1867 having exceeded the number in 1866 by 297, or upwards of 5 per cent. There were also 17 ejectments in 1868, against 7 in 1867, and 19 in 1866; and 7 apprentice petitions in 1868 against 10 in 1867, and 8 in 1866.

The total amount for which actions were entered in 1868, viz., 228,612*l.*, exceeds the amount for the preceding year by 89,127*l.*, or 63*s.* 9 per cent. The amount in 1867 exceeded the amount in 1866 by 4608*l.*, or 3*s.* 4 per cent.

Of the number of actions entered, 46, or 0*s.* 4 per cent. of the total number, for 159*l.*, or nearly 0*s.* 1 per cent. of the total amount, were for under 5*l.*; 2576, or 25*s.* 6 per cent. of the total number, for 20,873*l.*, or 9*s.* 1 per cent. of the total amount, were for 5*l.* and under 10*l.*; 5022, or 49*s.* 8 per cent., for 72,603*l.*, or 31*s.* 8 per cent. of the total amount, were for 10*l.* and under 20*l.*; 1860, or 18*s.* 5 per cent., for 51,567*l.*, or 22*s.* 5 per cent. of the total amount, were for 20*l.* and under 50*l.*; and 576, or 5*s.* 7 per cent. of the total number, for 83,410*l.*, or 36*s.* 5 per cent. of the total amount, were for 50*l.* and above.

PROCEEDINGS IN FOREIGN ATTACHMENTS.

The number of foreign attachments issued was 919 for a total amount of 510,930*l.* As compared with the preceding year, there is an increase of 15 in the number of foreign attachments issued, with a decrease of 82,458*l.* in the aggregate amount. In 1867, 39*s.* 2 per cent. of the attachments issued for 53*s.* 9 of the amount were withdrawn, and settled by the parties. In 1868 there do not appear to have been any withdrawals.

The proceedings are shown in the tables under the headings of verdicts, judgments, bills of proof, and *certiorari*. The average attachment was 555*l.* In 1867 the average attachment was 656*l.*; in 1866, 1163*l.* On the equity side of the court there were three bills of complaint, against four in 1867. The fees (exclusive of costs) on ordinary proceedings, including attachments, amounted to 5932*l.*, of which 5832*l.*, were on all proceedings, and 100*l.* on compensation cases. In 1867 the amounts were 4286*l.* on ordinary proceedings, and 4824*l.* on compensation cases.

STANNARIES COURTS.

The usual return furnished by the registrar of the Court of the Vice-Warden of the Stannaries shows the proceedings of the court in 1868, in equity, in common law, and for the winding-up of incorporated and unincorporated companies, under the Companies Act 1862, no case appearing under proceedings not in any cause.

Under proceedings in equity, there were 31 petitions entered in 1868, against 33 in 1867; there were 105 appearances entered, against 65 in 1867; there were 62 affidavits filed, against 72 in 1867; there were 40 injunctions and interlocutory orders, against 41 in 1867; there were 104 registrars' summonses, orders, and certificates, against 105 in 1867; there were 24 registrars' reports, against 21 in 1867; the amounts for which petitions were entered, and decrees obtained, were respectively 5000*l.* and 3626*l.*, against 3151*l.* and 3352*l.* in 1867; the amounts of costs and fees were respectively 298*l.* and 80*l.*, against 323*l.* and 97*l.* in 1867.

Under the Common Law jurisdiction in Cornwall, there being no proceedings for Devon, there were four writs issued, against 5 in 1867; the total amount for which actions were brought was 317*l.*, against 100*l.* in 1867; there were two judgments entered for a total amount of 253*l.*, against 1 judgment for 100*l.* in 1867; the amounts of costs and fees were respectively 33*l.* and 3*l.* 12*s.* 2*d.*, against 2*l.* and 1*l.* 17*s.* 6*d.* in 1867. There were further 5 plaintiffs entered against 10 in 1867; and 3 judgments obtained against 2; the amounts for which plaintiffs were entered and judgments obtained were respectively 122*l.* and 76*l.*, against 216*l.* and 1*l.* 17*s.* 6*d.* in 1867; the amounts of costs and fees respectively were 12*l.* 7*s.* 5*d.*, and 2*l.* 3*s.* 6*d.*, against no costs, and 1*l.* 18*s.* fees in 1867.

In proceedings for winding-up, the number of petitions against companies was 15, against 33 in 1867; the orders for winding-up were 11, against

23; there were 126 petitions on orders pending, against 116 in 1867; there were 407 affidavits filed, against 676 in 1867; there were 242 orders, exclusive of winding-up orders, against 231 in 1867; there were 218 appearances entered, and 233 claims made, against 374 and 883 respectively, in 1867. The total amount of debts claimed and adjudicated on was 16,965*l.* 19*s.* 9*d.*, against 119,608*l.* in 1867.

ESTATE AND INVESTMENT JOURNAL.

STOCK AND SHARE MARKETS.

The market is very quiet and devoid of business. The position of the European Assurance Society has very little effect in the city, such institutions ranking more as social or benefit companies than financial; but the excitement in the provinces, where the inner life of insurance business is less known, and whence the largest custom has been obtained, appears to exceed that caused by the collapse of the Albert, for the European always claimed to be in a manner a Royal and Governmental office.

There is no improvement in the Funds. The following were the fluctuations:

ENGLISH FUNDS.	Fri.	Sat.	Mon.	Tues.	Wed.	Thur.
Bank of England Stock	shut	shut	...	...	238	...
3 1/2 Cent. Red. Ann.	91 1/2	...	91 1/2	91 1/2	91 1/2	...
3 1/2 Cent. Cons. Ann.	92 1/2	92 1/2	92 1/2	92 1/2	92 1/2	92 1/2
New 2 1/2 Cent. Ann.	...	...	...	...	...	...
Do. 3 1/2 do. Jan. 1894	...	...	...	...	...	...
New 3 1/2 Cent. Ann.	91 1/2	91 1/2	91 1/2	91 1/2	91 1/2	...
5 1/2 Cent. Annuities	...	...	...	...	...	...
5 1/2 Cent. Cons. Jan. 1873	...	...	...	...	...	...
Ann. 30 years exp.	...	...	...	...	...	...
April 5, 1885	...	...	...	...	...	...
Do. exp. Jan. 5, 1890	...	...	...	...	...	...
Do. exp. July 1890	...	...	...	...	...	...
Red Sea Tele. Ann. 1908	...	...	...	...	...	...
Consols. for Acc.	...	...	92 1/2	92 1/2	92 1/2	92 1/2
India 5 1/2 Cent. for Acc.	...	...	...	...	...	...
Do. 5 1/2 Cent. July 1880	...	...	...	...	...	...
India Stock, July 1880	114 1/2	114 1/2	114 1/2	114 1/2	114 1/2	114 1/2
India Stock, 1874	...	212	211	211	...	...
India 4 1/2 Cent. 1888	100 1/2	100 1/2	...	...	100 1/2	...
India Stock, 4 1/2 Cent.	...	...	...	...	...	...
1888	...	...	...	...	...	...
India Bonds (1000 <i>l.</i>) 4 per Cent.	28 <i>s.</i> 6	...	...	...	28 <i>s.</i> 6	...
Do. (under 1000 <i>l.</i>) 4 per Cent.	...	...	...	...	...	...
Ex. Bills, 1000 <i>l.</i>	a	...	...	...	...	...
Do. 500 <i>l.</i>	b	...	d	d	...	...
Do. 100 <i>l.</i> and 200 <i>l.</i>	c	...	d	d	...	...
3 1/2 c.	b	...	d	d	...	...

a June 3 per cent., 8*s.* pm.
b June 3 per cent., 10*s.* pm.
c Premium.
d June 3 per cent., 7*s.* pm.
e June 3 per cent., 6*s.* pm.
f Ex. div.

ELECTION LAW.

COUNTY ELECTORS.—A return has been just issued, showing the total number of electors on the registers now in force in the counties and divisions of counties in England and Wales, distinguishing those entitled to vote under the Reform Act 1867 as 12*s.* occupier from those entitled to vote in respect of all other qualifications; the total number of male occupiers, exclusive of those who are owners, at a gross estimated rental of 14*l.* and under 60*l.* in 1866; and the number of county electors who polled at the last general election. From this it appears that the number of 12*s.* occupiers in England was 185,457; all other qualifications, 543,323 total, 728,780. The number who polled was 389,830; and the number of male occupiers at estimated rental of 14*l.* and under 60*l.*, was 206,280. The number in Wales under these heads was 17,219, 45,917, 63,136, 16,130, and 18,033. The gross totals in both countries are 202,676, 589,240, 405,960, and 224,363. There were contests in 33 English and 3 Welsh counties; and no contests in 30 English and 9 Welsh counties.

THE REGISTRATIONS.—At the Registration Court for the City of London, John Maclean, 10, Billiter-street, claimed to be placed on the register as occupier of a counting-house. The objection was raised by the Conservatives. The claimant was the occupant of two rooms on the first floor, one of which he used for himself, and the other for his clerks. There was a door in the passage opening into each room, and a communicating door between each room. The outer door was locked at night, all the occupants having keys, so that they could obtain egress at any hour of the night; but during the day the street door was open, and the public had uninterrupted access to the staircase. The claim was made on the ground that the severance was sufficient to constitute a dwelling of itself within the meaning of the Act. The revising barrister gave judgment this morning, and said that the Act must be construed liberally. He held that the claim was good. On the application of Mr. Harper, a case was granted, as it involved a very large number of cases—about 800.

SOLICITORS' JOURNAL.

NOTES OF NEW DECISIONS.

SPECIFIC PERFORMANCE—STATEMENT OF AGREEMENT IN WRITING.—A bill for specific performance of an agreement to grant a lease, which was made by the plaintiff, through an agent, did not state the letter which constituted the agreement, or that there was such a letter; but only that the agent informed the plaintiff that the lessors had written and sent a letter agreeing to let the premises; but as a later paragraph of the bill alleged that the agent had entered into the said agreement as agent of the plaintiff, the passages coupled together were held to constitute a sufficient statement that there was an agreement in writing. It was also held that it was not necessary that the bill should state that the appointment of the agent by the plaintiff was by writing: (*Heard v. Pilley*, 21 L. T. Rep. N. S. 68. L.J.J.)

PRACTICE—APPEAL FOR COSTS ONLY.—A bill was filed against trustees to compel them to assign and transfer to the plaintiffs certain trust funds and premises. The bill prayed that the trustees might be ordered to pay the costs of the suit. Malins, V. C. made a decree as prayed for, and, being of opinion that the conduct of the trustees had been improper, ordered them to pay the costs of the suit. The trustees appealed from this decree so far as it ordered them to pay the costs of the suit. This being an appeal for costs only, it was held that it could not be entertained. The circumstance that, if the costs had been ordered to be paid out of the trust funds, the plaintiffs might have appealed from the decree so far as it directed payment of the costs out of these funds, was no reason why the trustees should be allowed to appeal from the decree actually made on the ground that the costs ought to have been ordered to come out of the trust funds: (*Taylor v. Doiolen*, 21 L. T. Rep. N. S. 70. L.J.J.)

VOLUNTARY BOND—ASSIGNEE—FORBEARANCE TO SUE.—A. gave to B. a voluntary bond without consideration, and on the understanding that B. could raise money on it without recourse to A. B. assigned it to C. for value. It was held that A. was entitled to have the bond set aside as against B., and also as against C., who took it subject to the equities subsisting between A. and B., there being nothing on the face of the bond to show the intention that it should be used as a negotiable instrument. Forbearance to sue is a good consideration for a promise to pay only when the right to sue exists: (*Graham v. Johnson*, 21 L. T. Rep. N. S. 77. M. R.)

PRACTICE—PRO CONFESSO—REQUISITE FORMS.—A defendant, having appeared and taken out a summons for time to answer interrogatories, was attached, and there was a return "non est," as he could not be found. On certificate of record and writ clerk, and evidence of service, and on fourteen days' notice, order made to take bill *pro confesso*: (*Montgomery v. Cameron*, 21 L. T. Rep. 85. V. C. M.)

TRUSTEE—SOLICITOR—INVESTMENT—CUSTOM OF BANKERS.—Though it is a general rule that trust-money misapplied by a trustee can, if it can be traced, be followed by the *cestui que trust* it is also a settled rule that in a bankers' account the drawings by the customer are to be attributed to the payments made to the credit of his account in the order of their date, unless there be any specific appropriation of any sum when paid to his credit. Therefore, where a solicitor paid to his own general account current (without making any specific appropriation), a sum of 5000*l.* received by him from a client for the purpose of being invested by him upon a mortgage, and died without having made the investment, it appearing that his drawing upon his account after the 5000*l.* was paid in, exceeded the amount of that sum and the balance then standing to his credit, it was held (reversing *James v. C.*), that the client was not entitled to an injunction to restrain the administrator of the solicitor from dealing with the balance to his credit at his bankers at the time of his death: (*Brown v. Adams*, 21 L. T. Rep. N. S. 71. L. J. Giffard.)

PROCLAMATIONS OF OUTLAWRY.—At the Sheriff's Court Red Lion-square, Mr. Slowman made proclamation of notices in outlawry against the following defendants: J. E. G. Shaw, H. C. Cook, H. F. Wilson, J. A. Waterhouse, H. S. Samuel, G. M. Hollings, C. Spencer, T. Allan, D. E. Cameron, R. G. Hill, W. Mayer, S. Lamond,

H. H. Fox, S. P. Majoribanks, H. Johnstone, and Lord George Osborne Townshend. The next county court was appointed for the 14th Oct.

THE BANKRUPTCY OF MR. WM. UNWIN, OF SHEFFIELD.—Mr. William Unwin, solicitor, iron-founder, brewer, &c., of Sheffield, who was adjudicated a bankrupt three or four years ago, with liabilities to the extent of upwards of 100,000*l.*; subsequently prosecuted by the assignees for offences against the Bankruptcy Act and sentenced to nine months' imprisonment, and in May last struck off the roll of attorneys, came up at the Sheffield Bankruptcy Court, before Mr. Commissioner Ayrton, for his adjourned examination. His Honour ultimately adjourned the case till Nov. 17.

THE BENCH AND THE BAR.

THE QUEEN has been most graciously pleased to confer the dignity of a baronet upon Mr. Alderman Salomons, one of the members for Greenwich. This is a compliment alike to the citizens of London, the constituency of one of our largest metropolitan boroughs, to the financial and commercial world, and to our Jewish fellow-subjects. Sir David Salomons, five-and-thirty years ago, opened the doors of public office in this country to his co-religionists, by performing the duties of the office of High-Sheriff of Kent. Very shortly afterwards he fought a great battle for the Jews in the ward of Portsoken, for which he was elected alderman by a majority of the inhabitants, though he lost the gown by legal decision. This contention occasioned an important change in public feeling and an alteration of public policy in favour of those whose battle he fought, and the Jews have not been tardy to recognise the great service thus rendered to them. Mr. Salomons was afterwards elected an alderman of London for the ward of Cordwainers, and when he served as Lord Mayor, some fourteen or fifteen years since, the citizens of London memorialised the Government of the day to confer upon him some public distinction—an honour rarely offered to a retiring Lord Mayor. Alderman Salomons was the first Jew to take his seat in the House of Commons, which he did under memorable circumstances. He is a member of the Middle Temple.

MAGISTRATE AND PARISH LAWYER.

NOTES OF NEW DECISIONS.

BENEFIT SOCIETY—CERTIFICATE OF RULES.—The trustees of a building society by its 18th rule, were empowered to borrow money at interest on legal security, and to be indemnified by the society, the trustees not to be responsible, and the money borrowed not to exceed a certain proportion of the society's mortgages. On a bill filed charging that the rule was invalid, and to restrain such borrowing, it was held that the Barrister's certificate was conclusive only as to matters within his jurisdiction, and that the question as to the validity of the rule was one on which probably the plaintiffs might be entitled to relief: (*Loing v. Reed*, 21 L. T. Rep. N. S. 83. V. C. M.)

PUBLIC HEALTH ACT—COMPENSATION—PREMISES INJURIOUSLY AFFECTED.—By sect. 69 of 11 & 12 Vict. c. 63 (Public Health Act) the local board may by notice require the owner of premises fronting, &c., any future street (not being a highway) to sewer, level, &c., the same, and in default the board may themselves execute the works, and the expenses incurred are to be paid by the said owner. By sect. 144 full compensation is to be made out of the general district rate to all persons sustaining any damage by reason of the exercise of any of the powers of the Act. E. T., an owner of premises having had a notice served upon him under the above section refused to comply therewith, whereupon the board themselves did the work, the result of which as alleged by the said E. T. was to obstruct the entrance to his house, and to render the access to his doorway dangerous and inconvenient, and for this he claimed compensation under the above 144th section. Held, that he was entitled to such compensation: (*Reg. v. Wallasey Local Board of Health*, 21 L. T. Rep. N. S. 90. Q. B.)

DECREASE OF CRIME IN THE NORTH.—The decrease of heavy cases of crime north of the Grampians has been most marked during the last six months. We noticed some days ago that only two cases were set down for trial at the Aberdeen

Circuit Court on Friday next; and it is almost as noteworthy that in the whole range of northern counties, from Morayshire to the Shetland Islands, included in the Inverness district, there are only three cases to come before their Lordships at Inverness on Tuesday, the 21st inst., making only five north of the Grampians, and none of them are important. —*Scotsman*.

ARTISANS' DWELLINGS ACT.—The parochial authorities of the metropolis are at last beginning to act upon Mr. Torrens' enactment. At a meeting of the Hackney District Board of Works, Mr. Runtz moved that the houses in Lawrence's buildings, West Hackney, numbered 1 to 6 and 8 to 11 inclusive, be closed. He remarked that the board had tried every means of bringing the premises into a habitable condition, and without effect. Fever, he said, was continually in the place, and to close up the houses was the only practical remedy to be adopted. Mr. Beck, who seconded the motion, said he had known the place for the last twenty-five years as a hotbed of fever, while the tenants of the houses were generally of an abandoned character. Mr. Gowland, who supported the motion, hoped this case might act as a caution to other landlords as to the state of repair in which they kept their houses. The motion was carried, as was also another for the demolition of a number of cottages in Sanford-lane, West Hackney. At the last meeting of the vestry of St. George the Martyr, Southwark, it was decided that the necessary proceedings should be taken in the case of certain houses in Little Surrey-street, which had been reported by the medical officer as unfit for human habitation, and dangerous to health.

SCENE AT THE PRESTON BREWSTER SESSIONS.—During the hearing of the applications for licences, at the Preston Brewster Sessions, a person in court uttered an exclamation, upon which Mr. Myres (one of the magistrates) made an observation to the effect, as it was understood, that "it seemed the infection extended beyond the bar." Mr. Edelston (one of the advocates), supposing that the observation was addressed to him, said: If you have anything to say to me say it out. Mr. Myres.—Sir? Mr. Edelston.—If you have anything to say to me, say it out. Mr. Myres.—Sir, I was not addressing you. Mr. Edelston.—Well, I take your word for that, but you seemed to do so. Mr. Myres.—No, I was not addressing you; you must behave respectfully to the Bench. Mr. Edelston.—I was never so ill-treated by any bench of magistrates as I have been here yesterday and to-day. Mr. Watson (another advocate).—I never saw anything like it in my life; it's a crying shame. Mr. Edelston.—The whole business seems to have been taken in hand by three magistrates; two others have been wholly ignored. Mr. Myres.—I hope the reporters will take down these observations. Mr. Edelston.—I don't care whether they do or not. I repeat, I never was so badly treated by any bench of magistrates as I have been here yesterday and to-day by this bench, and I have been here eight years. Mr. Watson.—I shall do all I can to get an alteration. Mr. Edelston.—There are as good men off the bench as on. (Laughter.) The business was then resumed.

REFORMATORIES IN LIVERPOOL.—At the Liverpool Police-court, last week, Mr. Clarke Aspinall, one of the borough magistrates, made the following statement: "Mr. Raffles having read the newspaper reports of the adjourned annual general session, held at Preston on the 9th inst., and having called my attention to the proceedings, and more especially to the remarks made on the occasion by Mr. Aspinall, a county magistrate, in which he is stated to have said that 'in Liverpool 75 per cent. of the children sent to reformatories failed to reach those institutions owing to inattention on the part of the magistrates to the details of the Reformatory Schools Act 1866,' and as such remarks are, in his judgment, likely to mislead the public, and to dishearten many of the best friends of such institutions, he has asked me to state that so far as this borough is concerned, during the year ending Aug. 31, 1869, 139 juveniles were sentenced to be sent to reformatories, and every one of such juveniles was so sent in strict accordance with the order of the justices. In the course of the same period 403 young children were ordered to be sent to certified industrial schools, and they are now all detained in such schools accordingly. In fact, no juvenile is ever sent to either reformatory or industrial school from this court without careful inquiry and a medical report, and when once so sent the order of the justices is strictly observed. During the same year 584 juveniles were brought before the magistrates of this borough and remanded for inquiry; but out of that number only the 139 were sent to reformatories. This may in some degree account for the error which Mr. Aspinall seems to have fallen into. I may mention that although Mr. Raffles is absent from court through indisposition, yet he is steadily recovering his strength and vigour."

REAL PROPERTY LAWYER AND CONVEYANCER.

NOTES OF NEW DECISIONS.

"WILL"—MEANING OF TERM "PROFITS."—A testatrix, by her will, gave certain real and personal property to her daughter, Mary Anne absolutely. She afterwards made a codicil to her will, which contained the following words:—"The profits arising in my will, which I have given my daughter Mary Anne, I give her for her life, and at her disposal by will into my surviving family, as she may think proper. In case she died without a will, then I request her property may be divided to the females in Mrs. L.'s, Mr. W.'s, and Mr. J.'s daughters, share and share alike." Mary Anne, by her will, in which she made no reference to her mother's will or codicil, gave all her property to her niece R., who was a grandchild of the testatrix: Held, first, that the words, "the profits arising in my will," were confined to the real estate of the testatrix. Secondly, that R. was one of the members of the testatrix's family, and one of the objects of the power. Thirdly, that Mary Anne's will was not a good execution of the power, but that it operated upon all her property not included in the codicil. *Stillman v. Weedon*, 16 Sim. 26, not followed: (*Elgood v. Cole*, 21 L. T. Rep. N. S. 80; *M. R.*).

WILL—PRECATORY TRUST.—B. gave all his property to his wife, "relying upon her doing what was right." He left her and four daughters surviving, to whom she by her will gave all her property in joint tenancy. This was held not to be a precatory trust: (*Re Crookford's Estate*, 21 L. T. Rep. N. S. 85. V.C.M.).

ELEMENTARY PRECEDENTS IN CONVEYANCING. (a)

A Collection of practical Forms designed for professional Use, and suited to the Emergencies of actual Practice, with Notes.

(Continued from page 372.)

STATUTORY DECLARATIONS.

159. Declaration by an attesting witness to a notice of dissolution of partnership. (b)

I, A. B., of &c. [attesting witness], do solemnly and sincerely declare that I was present and did see M. N. and O. P., both of &c., the partners mentioned in the notice of dissolution of partnership hereunto annexed marked "A," and whose names are signed thereto respectively, sign the same. And that the names "M. N." and "O. P." set and subscribed thereto are of the proper handwritings of each of them the said M. N. and O. P., and that the name "A. B." set and subscribed thereto as the witness attesting the signatures thereto, is of the proper handwriting of me the said A. B. And I make this solemn declaration conscientiously believing the same to be true, and by virtue of the provisions of an Act made and passed in the sixth year (c) of the reign of His late Majesty King William the Fourth, intituled, "An Act to repeal an Act of the present Session of Parliament, intituled, 'An Act for the more effectual Abolition of Oaths and Affirmations taken and made in various Departments of the State, and to substitute Declarations in lieu thereof, and for the more entire Suppression of voluntary and extra-judicial Oaths and Affidavits, and to make other Provisions for the Abolition of unnecessary Oaths.'"

Declared at _____ in the county of _____ this _____ day of _____ 18____
Before me, _____ Y. Z.,
A commissioner to administer oaths in Chancery in England.

160. Declaration by an attesting witness to the execution of a deed.

I, A. B. of &c. [attesting witness], do solemnly and sincerely declare that I was present and did see C. D., of &c., the person named in the notice hereunto annexed marked "A," sign, seal, and as his act and deed deliver the deed of _____ therein referred to. And that the name "C. D." set and subscribed to the said deed, is of the proper handwriting of the said C. D.; and that the name "A. B." set and subscribed thereto as the witness attesting the execution thereof, is of the proper

handwriting of me this deponent. And I make, &c. [statutory conclusion].

161. Declaration by a vendor that there are no incumbrances affecting hereditaments.

I, A. B., of &c. [vendor], do solemnly and sincerely declare that I have not committed any act whereby I am liable to be adjudicated a bankrupt, nor have I at any time heretofore petitioned any court for the relief of insolvent debtors, or assigned my estate for the benefit of or in trust for creditors, and that I am not in anywise indebted to Her Majesty, Queen Victoria, and that there are no Crown debts, judgments, writs, or other process of execution, pending suits, or incumbrances of any kind whatsoever registered or recorded against me in anywise affecting the piece of land and buildings thereon erected, situate in _____ street aforesaid, recently sold and agreed to be conveyed by myself [and others] to C. D., of &c. [purchaser], for £____, the conveyance whereof is intended to bear even date herewith. And I declare that I [and my mortgagees] have full and absolute power to grant and convey the said hereditaments and premises to the said C. D., so that the same may be held by him, his heirs, and assigns, free from all incumbrances whatsoever [except, if so, the restrictive covenants affecting the same] created or occasioned by me, or any person or persons claiming through, under, or in trust for me. (a) And I make, &c. [statutory conclusion].

162. Declaration by a mortgagor of chattels that there are no incumbrances affecting them. (b)

I, A. B., of &c. [mortgagor], do solemnly and sincerely declare that I have not committed any act whereby I am liable to be adjudicated bankrupt, nor at any time heretofore petitioned any Court of Bankruptcy, or assigned my estate for the benefit of or in trust for creditors, and that there are no judgments, writs, or other process of execution, pending suits, or incumbrances of any kind, affecting the fixtures, furniture, effects, and things now in, upon, or about the dwelling-house and premises in _____ street aforesaid, occupied by me, which I have this day assigned by way of mortgage to C. D., of &c. [mortgagee], for securing to him the repayment of £____, and interest thereon, which mortgage bears even date herewith. And I declare that I have good right and full power to assign the said fixtures, furniture, effects, and things to the said C. D., his executors, administrators, and assigns, in manner aforesaid; and that the same may be held by him and them free from incumbrances. And I declare that so long as any money shall be due to the said C. D. on the said security, I will not do or commit any act or thing whereby the said security may be prejudiced or affected, or remove, conceal, or dispose of any of the property therein comprised, without the previous written consent of the said C. D. And I make, &c. [statutory conclusion].

163. Declaration as to identity of a plot of land.

I, A. B., of &c. [declarant], do solemnly and sincerely declare that the plot of land coloured in the plan hereto annexed, marked "A," is the plot of land now intended to be conveyed by C. D., of &c. [vendor], to E. F., of &c. [purchaser], and is a portion of a certain piece of freehold land on the _____ side of _____ in _____ aforesaid, containing _____ square yards, and of a piece of freehold land immediately adjoining, containing _____ square yards, which two pieces of land were by indenture dated, &c., conveyed by _____ to _____. And I further say that the piece of land firstly described in and conveyed by the said indenture of, &c., is shown on the said plan as to a portion thereof by being coloured _____, and as to the other portion thereof secondly described in and conveyed by the said indenture of &c., by being coloured _____. And I make, &c. [statutory conclusion].

164. Declaration by a husband that his deceased wife had no separate estate. (c)

I, A. B., of &c. [husband], do solemnly and sincerely declare that I intermarried with my late wife C., then C. D., of &c., spinster, on the _____ day of _____ 18____, and continued to live with her until her death, which happened on the _____ day of _____ 18____. And I say that my said wife C. was not, nor was or were any person or persons in trust for her, seised, possessed of, or entitled to any real or personal estate or property of any kind or nature whatever to or for her sole and separate use at any time during the said coverture, or at the time of her said death, as I know of my own knowledge. And I make, &c. [statutory conclusion].

(a) See as to judgments 1 & 2 Vict. c. 110; 2 & 3 Vict. c. 11; 18 & 19 Vict. c. 15; 23 & 24 Vict. c. 38; and 27 & 28 Vict. c. 112.

(b) See hereon *Reg. v. Meakin*, 20 L. T. Rep. N. S. 544.

(c) This, or a similar declaration, is required by some insurance offices before paying over policy moneys due to the representatives of a married woman at her death, and in their instructions they generally require it to be taken before a justice of the peace.

164* Declaration by an attesting witness to the execution of a power of attorney. (a)

Borough of _____, in the county of _____, to wit, I, A. B., of &c. [attesting witness], do solemnly and sincerely declare that I was present and did see E. F. duly sign, seal, and as his act and deed deliver the paper writing or power of attorney hereunto annexed, and that the name E. F. thereto subscribed is of the proper handwriting of the said E. F., and that the names "A. B." and "C. D." thereto subscribed as witnesses attesting the execution thereof are of the respective proper handwritings of me this declarant and of the said C. D. And I make, &c. [statutory conclusion].

(To be continued.)

JOINT-STOCK COMPANIES' LAW JOURNAL.

NOTES OF NEW DECISIONS.

WINDING-UP—MINING COMPANY.—A mining company was formed upon the cost-book principle. In Dec. 1865 calls were made on the shareholders, which H. and J., two of the shareholders, failed to pay. In Feb. 1866, G., who was a creditor of the company for a considerable sum, at the instigation of the company commenced an action against H. for the debt due by the company. The company were desirous by means of this action to compel H. to pay his calls. When the action came on for trial, and a jury had been sworn, it was arranged that a verdict should be found against H. for the amount of calls due from him and costs, and this having been done, judgment was entered up against H. for the amount of the verdict. In May 1866, G., at the instigation of the company, brought a similar action against J. The sum claimed in this action included a part of the debt claimed in the action against H. as well as a debt subsequently incurred by the company. At the trial of this second action the jury found a verdict for the plaintiff for a sum which was afterwards raised by the court to 787l. Before judgment could be entered up J. petitioned to wind up the company, and a winding-up order was made, and also an order to stay proceedings in the action by G. against J. After the action against J. various sums were paid by the company to G. These sums exceeded the 787l., but the evidence showed that the intention of the company in paying them was to apply them in discharge of the debt due to G. before the action against H. On the footing of such an appropriation a balance remained due from the company to G., and he carried in a claim in the winding-up for that balance, and that claim was admitted by the Vice-Warden of the Stannaries Court. Upon appeal by J.: Held, that the claim was properly admitted, the company having a right to attribute the payments made by them to H. to the earlier debt: (*Ex parte Jackson*, 21 L. T. Rep. N. S. 67. L.J.J.).

SCHEME—DEBENTURE HOLDERS—RAILWAY.—A scheme of arrangement with its creditors by a railway company under the Railway Companies Act 1867, had been assented to by three-fourths in value of the debenture holders. In the absence of fraud this assent was held to be binding on all the debenture holders, but not on outside creditors: (*Re the East and West Junction Railway Company*, 21 L. T. Rep. N. S. 86. V.C.J.).

IMPROVEMENT BILL—PRACTICE—LOCAL STAND.—A Bill was promoted by the corporation of St. H., acting under a charter of incorporation newly granted, for the extinction of local bodies with taxing powers previously existing within the borough, and for conferring additional powers on the corporation. Five petitions were presented, four by landowners, and one by owners, lessees, and occupiers of land, mines, and collieries within the borough limits, complaining that their property would be injured by the transfer and the granting of the proposed powers; and more especially that they

(a) In sending out a power of attorney to act in foreign countries, it is customary for the party to execute it in the presence of two attesting witnesses, if two can be conveniently had, and to cause it to be verified by an attesting witness by a declaration of the due execution, and also to cause a notarial certificate, authenticating it, under the signature and seal of a notary, to accompany the declaration and power. Further, it is in general recommended to get the latter also authenticated, when it can be done. Under the seal of the consul of the foreign country. If a power of attorney be sent out to a British colony or possession, it is more frequent to have the declaration of due execution made before, and authenticated under the seal of, the mayor of the place where it is administered, if it can be conveniently done, than by a notary: (*Brooke on the Office of a Notary*, 187, 189.)

would be deprived of the protection from taxation afforded to mineral and agricultural property in St. H. by a clause in an Improvement Act of 1855, proposed to be repealed. None of the existing public bodies petitioned against the Bill, and none of the petitioner's lands were scheduled for compulsory taking: Held, that the owners whose mineral and agricultural property was or might be affected by the Bill, had each a *locus standi*; but that only such of the owners, lessees, &c., "as were owners of property within the area affected by the Bill" were entitled to be heard: (*St. Helen's Borough Improvement Bill*, 21 L. T. Rep. N. S. 91. Ct. of Referees.)

CHANCERY CHAMBERS.

Friday, Sept. 17.
(Before Vice-Chancellor JAMES.)

THE ALBERT LIFE ASSURANCE COMPANY.

The Vice-Chancellor sat in chambers as the vacation judge to hear the several petitions, five in number, presented to the Court of Chancery to wind-up the affairs of the Albert Life Assurance Company. The matter would, according to practice, have been heard at the chambers of the chief clerk, but it was represented that the court would be the only place, from the crowd expected, to hear the case, and it was arranged that the hearing should be held therein. The case was appointed for eleven o'clock, and the court was densely thronged in a short time. His Honour appeared *minus* his judicial costume, and some of the barristers who appeared, robed had to divest themselves of their professional habiliments. In the place allotted to Queen's Counsel appeared Mr. Karlake, Mr. Amphlett, Mr. Edlin, Mr. Webster, Mr. Milward, and Mr. T. Hughes, while at the outer bar in the case were Mr. N. Higgins, Mr. Cookson, Mr. Fischer, Mr. Cracknall, and many others.

It was twelve o'clock before the case was reached, the Vice-Chancellor taking the other applications before him, and soon after it was called on a barrister complained that he could not get a seat, and his Honour invited him within the bar, but he declined the invitation to sit with Her Majesty's counsel.

Higgins opened the first petition on the part of Mr. M'Lachlan for a winding-up order, and wished to state what had been done since the petition had been presented. There were now five petitions before the court. Meetings had been held under the sanction of the court, and all premiums paid had been kept separately. The learned counsel enumerated some figures, and said about 1000*l.* per day was payable.

The VICE-CHANCELLOR said the only question he had to deal with was whether there should be a winding-up order, and he thought it was the best course to be adopted. It had been stated that he had authorised meetings to be held, and that at an expense of 10,000*l.* He could only say he had done nothing of the kind.

Higgins assured the court that the expense of the meetings had only been 25*l.*

Edlin asked to be heard on the case before a winding-up order was made.

The VICE-CHANCELLOR said he would hear all, but it seemed plain that a winding-up order was necessary, and the point was on whose petition it was to be granted. He had directed that a distinct account should be kept of the premiums paid in since the commencement of the proceedings, so that those who paid their money could have it returned intact, without being sweated for costs or any other expenses.

Higgins said a distinct account had been kept.

The VICE-CHANCELLOR again expressed his opinion that there should be a winding-up order. He would hear what the several parties had to say.

T. Hughes, Q. C. (with whom was Ince) appeared for policy-holders, and complained of Mr. Kirby.

Edlin also appeared for policy-holders, and urged that the first petition by Mr. M'Lachlan was in the interest of the company, and that the second was collusive with the first.

Amphlett, Q. C. (Joyce with him) represented numerous policy-holders on the petition of Mr. Wilson.

Webster Q. C. was also heard.

Karlake, Q. C. gave his adhesion to the first petition or the first and second petition. They now all seemed agreed that there should be a winding-up order made; indeed, no other course was open, and the only question was, on whose petition it should be granted.

Milward, Q. C. was for the Liverpool policy-holders.

Cookson represented the committee of the Indian shareholders, and was in a different position. He wished, in the event of a winding-up order, to have notice of matters before the Chief Clerk.

Several other learned gentlemen appeared for various parties. The barristers in the case were about twenty in number. Some were for the first

petition, and others for another petitioner to be joined. Others represented the London policy-holders, and a learned gentleman caused some amusement by saying that he represented the "original" London meeting. One barrister rose after another, and, being divested of wig and gown, and some without the privilege of a seat, it was difficult to ascertain their names, or for whom they appeared.

The VICE-CHANCELLOR expressed himself, after hearing the various parties, that there must be a compulsory winding-up of the company, and that the best course would be, in order to meet the views of all parties, creditors, shareholders, and policy-holders, to appoint Mr. McLachlan, the first petitioner, and Mr. Wilson, for whom Mr. Amphlett appeared, and for other policy-holders to a large extent. All interests would be represented, and on those two petitions he should make the order. He had great pleasure in saying that not one farthing would be allowed as costs except on those petitions and to the provisional liquidator.

The expression of this opinion as to costs caused a murmur of apparent satisfaction in court, and the Vice-Chancellor was understood to add that a public company was not to be considered as a carcass to be preyed upon.

Order made for winding-up, with costs to the company and the others mentioned.

COUNTY COURTS.

DARLINGTON COUNTY COURT.

Thursday, Sept. 23.
(Before E. R. TURNER, Esq., Judge.)

WHITFIELD v. BOWSER.

Practice—Changing the attorney.

In this case, which was a plaint in equity, Stevenson appeared for the plaintiff.

Webster, for the defendant, objected to Mr. Stevenson appearing, he not being the solicitor in the suit, as appeared on the face of the proceedings. He referred to the 4th rule, of Order 23, which states that where any party to a suit or proceeding changes his attorney he shall give notice in writing of such change to the registrar, stating the name or firm and place of business of the new attorney, and the registrar shall file the notice. He stated that no such notice had been given.

Stevenson said that the rule which prohibited an attorney appearing for another did not apply to equity proceedings.

The JUDGE held that the County Court Acts applied, in this respect, to both law and equity.

Stevenson then stated that a party could change his attorney at any time, and that he held a retainer from the plaintiff, which he had obtained, in order to get over the objection.

The JUDGE decided that that was sufficient, and as the rule did not fix any time within which notice of the change of attorney shall be given to the registrar, the notice might be given now.

Stevenson then handed in his retainer, which the registrar filed.

BANKRUPTCY LAW.

THE NEW LAW OF BANKRUPTCY.

THE consolidation and amendment of the law of bankruptcy has been effected by the Bankruptcy Act 1869, which will come into operation on the first of January next. The history of previous attempts to place this most important branch of modern commercial law upon a satisfactory footing, and to adapt it to the modern requirements of the commercial world, is a history of successive failures, arising in some measure from the absence of any unanimity of opinion as to the principles upon which a bankruptcy code should be founded, but also from an indisposition to deal with the subject. Comprehensively, and regardless of traditionary principles, in the Act of 1869 these errors have been avoided as far as possible, and it is to be hoped that the last effort of the Legislature may not prove so fertile a source of litigation and judicial legislation as the Act of 1861—that the idea of resorting to bankruptcy may no longer inspire terror in the commercial world; that the court may not remain a city of refuge for fraudulent debtors; and that the facilities of escape from the penal clauses of a Bankruptcy Act may not in future be so great as to elicit from a learned commissioner the satirical but true remark that a man must be a fool as well as a knave to place himself in peril of them. The doors of the Court of Bankruptcy will at least be closed against those who may flee to it in order to escape their creditors; in future they must be brought there. No man

will be able to thwart those to whom he is indebted by filing his own petition, and to deride them from a place of safety; the remedy in bankruptcy will be at the disposal of the creditor, not of the debtor. It will remain a shield for misfortune, against the too exacting, but it will cease to be the paradise of knaves which Lord Westbury created.

The leading principles upon which the new Act is based are that the property of an insolvent should be equally and without preference distributed among his creditors; that this should be effected as inexpensively as possible under the direction of the creditors themselves, who are the parties most interested in the realisation of a bankrupt estate, and with official supervision rather than active interference; that while a bankrupt should be, at least, partially released from the consequences of inevitable misfortune, the whole of his property, and in certain cases even his future labour, should be rendered available for the payment of his debts; and that an infringement of the provisions of a merciful code should be checked by the infliction of certain and adequate punishment. In previous statutes the protection of the debtor has had prominence; in the present one the lesson taught by the increase of commercial fraud has not been disregarded, and the just rights and expectations of creditors have been as far as possible secured, and their interests committed to their own charge. Honesty is made the best commercial policy.

The chief provisions of the Act are calculated to effect the objects in view. Greater facilities are afforded to creditors for securing an adjudication of bankruptcy; the possibility of an insolvent's protection by secured, and therefore disinterested and probably friendly, creditors, has been guarded against by permitting them to exercise the rights and privileges of creditors only in respect of the unsecured balance of their debts; and the most beneficial realisation of the bankrupt's property will be effected by the substitution of a paid and responsible trustee, acting under the directions of the creditors, given by resolution and a sub-committee of inspection, in lieu of a salaried army of messengers, official assignees, and unpaid, and therefore often merely nominal, assignees on behalf of the creditors. The active assistance of the bankrupt in the realisation and distribution of his estate is very properly demanded by the Act. He is required to produce a statement of his affairs to the first meeting of his creditors, to submit as before to a public examination, to give an inventory of his property, to prepare a list of his creditors and debtors, and of the debts due to and from them respectively, to submit to examination in respect of his property or his creditors, attend meetings of his creditors, wait when required on the trustee, and generally to fulfil his every reasonable requirement, and to comply with every rule or order of the court, upon pain of punishment for contempt. Less will probably be heard in future of the negative defiance of an insolvent.

In future a debtor may be adjudged bankrupt upon the petition of one or more of his creditors to whom he is in the aggregate indebted in the liquidated sum of 50*l.* upon any one of the following grounds, termed "acts of bankruptcy," one of which must have occurred within six months of the presentation of the petition:

1. That he has made a conveyance or assignment to trustees for the benefit of his creditors.
2. That he has made a fraudulent conveyance, gift, delivery, or transfer of any part of his property.
3. That he has, with intent to defeat or delay his creditors, done any of the following things:
 - a. Departed out of England;
 - b. Remained out of England;
 - c. That, being a trader, he has departed from his dwelling house or otherwise absented himself;
 - d. That he has filed in the prescribed manner in the court a declaration admitting his inability to pay his debts;
 - e. Seizure and sale of a trader's goods upon an execution for a debt exceeding 50*l.*;
 - f. Service of a debtor's summons similar in form to a writ, requiring payment of a sum exceeding 50*l.*, and nonpayment, or not securing or compounding for the payment of such sum by a trader within seven days, or by a non-trader within three weeks.

When an order of adjudication has been made, the bankruptcy will be deemed to have

commenced at the time of the completion of the first act of bankruptcy upon which it is founded; the order must afterwards be advertised; the court may then restrain suits against the bankrupt, and appoint a receiver; and must, as soon as may be, summon a general meeting of his creditors for the appointment of a trustee in whom the property of the bankrupt shall vest, and for the election of a committee of inspection.

The provisions relating to the discharge of the bankrupt, and to the status of a discharged and undischarged bankrupt are almost entirely new, and are based upon the principles that an insolvent ought, in the absence of special circumstances, to describe the state of his affairs to his creditors, and provide for the equal distribution of his estate before his circumstances have become so desperate as to prevent his paying a substantial dividend, which the Legislature has fixed at 10s. in the pound; and that no man is justified when clearly insolvent, in seeking to retrieve his position by speculation at the expense and hazard of others. With this view it is provided by the 48th section of the Act that a bankrupt shall not be discharged unless it is proved to the court that either a dividend of not less than 10s. in the pound has been paid out of his property, or might have been paid except through the negligence or fraud of the trustee, or that a resolution has been passed by a majority in number representing three-fourths in value of the creditors to the effect that the bankruptcy or failure to pay 10s. in the pound has, in their opinion, arisen from circumstances for which the bankrupt cannot justly be held responsible, and that they desire that an order of discharge should be granted to him. Whether these provisions are calculated to effect the object in view; whether the power placed in the hands of the creditors of acting as judges in their own cause will be too exactly exercised; whether the clause will have the effect of inducing insolvents to make large purchases in contemplation of bankruptcy in order that the minimum dividend may be realised, are questions which must be answered practically by the working of the Act itself; but the evil can scarcely be greater, or in many cases more cruel, than that of infinitesimal dividends which it is intended to remedy.

Fraud will, at least, be no longer legally protected. The court may suspend or withhold altogether the bankrupt's order of discharge if it appears that he has made default in giving up possession to his creditors; or that a prosecution has been commenced against him as a fraudulent debtor under the Debtor's Act 1869, and the bankrupt will not be released by it for any debt incurred by fraud or breach of trust.

The status of an undischarged bankrupt has been humanely determined in such a manner as by giving respite for three years from all pecuniary claims upon him, to afford the bankrupt the opportunity of retrieving his position and achieving the condition of discharge by paying his creditors 10s. in the pound, while the non-fulfilment of the said conditions for three years from the close of the bankruptcy, will subject him to the necessity of paying his unpaid balance of the debts proved in the bankruptcy.

In the re-constitution of the Court of Bankruptcy, the Legislature has recognised the expediency of localising justice, and of removing that immunity to fraud which was frequently accorded to it by the distance and expense of the remedy. In the future, this must cease; the tribunals are at our own doors. The district courts, with the exception of that for the metropolis, are swept away by the new Act, and the County Court within the district of which the debtor resides or carries on his business will, in future, have the jurisdiction upon his bankruptcy; while the London court is constituted the appellate tribunal, and will be presided over by a Chief Judge in Bankruptcy, whose decisions may be again reviewed by the Court of Appeal in Chancery, and ultimately by the House of Lords.

Very extensive general powers are conferred upon the London and local bankruptcy courts. In order to render a resort to other tribunals unnecessary, they are authorised to decide all questions of priorities, and all points whatever, whether of law or of fact, arising in any case of bankruptcy under their cognizance, or which they may deem expedient or necessary to decide for the purpose of doing complete justice, or making a complete distribution of property; no

court is to be restrained by the order of any other court: and questions of fact need no longer be remitted to any other tribunal, but may be tried by a jury summoned before the court itself. The bankruptcy courts in England are upon request to be auxiliary to each other, and those of Scotland and Ireland to those in England, and *vice versa*.

The fourth part of the Act deals with bankruptcy procedure, which is considerably simplified. The provisions relating to the commencement of bankruptcy proceedings are similar to those existing at present; with the important exception that the petition cannot in future be presented by the bankrupt himself, but must be filed by one of his creditors.

It must be verified by affidavit; the proceedings may be transferred by order to any other court of bankruptcy than that in which they are initiated; they may be similarly stayed with a view to arrangement by liquidation, and formal defects are not to invalidate the proceedings.

Ample powers and facilities are provided for securing an adjudication against an insolvent and his attendance before the court.

The debtor may be arrested if it be made to appear to the court that he is about to go abroad or to quit his place of residence with a view of avoiding service of the petition, or examination in respect of his affairs, or otherwise delaying or embarrassing the proceedings in bankruptcy; or, if the court believes that he is about to remove any part of his property, or has concealed, or is likely to conceal, books, papers, or documents; or if after the service of the petition, or after adjudication, he remove any property in his possession of above the value of 5*l.* without the leave of the trustee; or if without good cause he fails to attend any examination ordered by the court.

The sections relating to the devolution of property on the trustee enact that in the case of execution for debts exceeding in amount 50*l.*, the proceeds shall, after deducting the expenses, be paid, in the event of the debtor becoming bankrupt, to the trustee, in case notice of the filing of a petition in bankruptcy shall be given to the officer within fourteen days from the day of sale; that the profits of an ecclesiastical benefice held by a bankrupt may be sequestrated, subject to an annual allowance to him while he performs the clerical duty; and that a reasonable proportion of the pay or pensions of bankrupt officers in the army or navy, and of civil servants, or of the salary of other servants, may be appropriated to the payment of their debts.

As an additional security for the proper performance of the duties of the trustee, he must file accounts periodically with the comptroller in bankruptcy, and must, at the close of the bankruptcy, make a full report to the creditors, and obtain a release from the court.

Settlements of property by a trader, except those made before, and in consideration of, marriage, or in favour of a purchaser or incumbent in good faith and for valuable consideration, or made on or for the wife or children of the settlor of property which has accrued to him after marriage in right of his wife, will be absolutely avoided by bankruptcy within two years from the date of the settlement, and the same result will ensue upon bankruptcy within ten years, unless the parties claiming under the settlement can prove that the settlor was at the time of making the settlement able to pay all his debts without the aid of the settled property.

Payments, conveyances, or transfers of property, obligations, and judicial proceedings made, taken, or suffered by an insolvent in favour of any creditor, and for the purpose of preferring him, and not in good faith and for valuable consideration, will be absolutely void against a trustee in bankruptcy appointed within three months. On the other hand, payments to, and contracts and dealings with, a bankrupt, in good faith and for value, prior to the adjudication, and without notice of any prior act of bankruptcy are unimpeachable; and similarly conveyances, transfers, charges, delivery of goods, payments of money, and other contracts and dispositions made by a bankrupt in good faith and for valuable consideration, before the date of the adjudication, with any person not having notice of a prior act of bankruptcy, will, subject to the previous provisions in reference to the avoidance of voluntary settlements, and to the clauses relating to fraudulent preferences, be valid, notwithstanding any prior act of bankruptcy. So executions or attachments against a

bankrupt's land, executed in good faith by seizure, or against his goods so executed by seizure and sale, before the adjudication, will, subject to the retention of the proceeds of executions of above the amount of 50*l.* for fourteen days, be sustained if the execution creditor had not at the time of execution notice of a prior act of bankruptcy.

The full discovery of the bankrupt's property is attempted to be secured by the power given to the court of summoning before it the bankrupt, his wife, or any person suspected of having any property of the bankrupt, or of being indebted to him, or whom the court may deem capable of giving information upon the subject, and such persons may be examined on oath and required to produce any documents in their custody or power.

LIVERPOOL BANKRUPTCY COURT.

Sept. 14, 1869.

(Before Mr. Commissioner THRING.)

Ex parte BLATHERWICK, *re* LIGHTFOOT AND FERNHOUGH.

B. A. 1849, sect. 125—Order and disposition—Specific appropriation—Custom of trade.

Where a purchaser of rice in bulk pays for same, but allows it to remain in vendor's mill, and the same is not distinguishable from other rice in the mill:

Held, although there was some evidence of a custom of millers to allow rice they sold to remain in the mill for a time after its purchase, yet where it was not distinguishable from the vendor's rice, it passed to the assignees under sect. 125.

Quære, whether the property in the rice passed to the purchaser at all, it never having been specifically appropriated?

Evans, solicitor, appeared for the purchaser of the rice, and

Parkinson for the assignees.

The arguments advanced are sufficiently referred to in the following judgment of the learned Commissioner:—The bankrupts Messrs. Lightfoot and Fernihough were rice millers at Liverpool. On the 16th April, 1869, they sold 150 bags of Dacca rice to Mr. Blatherwick, of Sheffield. The purchase money, 157*l.* 16*s.* 10*d.*, was paid on the 23rd April, and ninety-one bags delivered about that time; the remaining fifty-nine bags were in the mill of the bankrupts at the time of their adjudication in July 1869. An application has been made to this court on behalf of Mr. Blatherwick for an order directing the assignees to deliver to him the fifty-nine bags in question. This is resisted by them on two grounds; first, that there was no specific appropriation of the bags so as to pass the property to the purchaser; secondly, that if it did pass, the rice was at the time of the adjudication in the possession, order, and disposition of the bankrupt with the consent of the true owner. It appears from the evidence in this case that a cargo of rice, when consigned to the miller, is usually distinguished by the trade mark of the ship painted on each bag; the rice is then cleaned at the mill, returned to the same bags without any additional mark, and sold from the bulk indiscriminately by the rice miller to his customers, according to their respective wants. Here the rice formed part of a quantity which was all marked M. 1, and kept together in the ordinary way in the same part of the mill, and there was nothing to distinguish this rice from any other rice, the property of the bankrupts, save the ship-mark on the bags. After the delivery of ninety-one bags to Mr. Blatherwick in April, there were ninety-four bags left, marked M. 1. Of these the warehouseman had received orders from his masters to deliver fifty-nine to Mr. Blatherwick, twenty-nine to J. Smith and Co., and five to J. Newsome and Son, and had made entries accordingly in his stock book. (One bag out of the consignment remained unsold.) He further states that it was not the custom to appropriate any particular bags to a purchaser, but on the presentation of a delivery order, to take the first bags which came to hand out of the whole lot to make up the number required. It is contended on the part of Mr. Blatherwick that it is the custom in the rice trade for rice millers to allow goods sold by them to remain in the mills or warehouses to the order of the purchasers, and to treat the entries in their stock books as a specific appropriation of the goods if paid for. This contention is supported by numerous affidavits. Only one witness has been examined in court—Mr. T. Crosfield, a rice miller of fifteen years' standing, who has given his evidence in the fairest and clearest manner. He gives a much more intelligible account of the usage of the trade than that derivable from the stereotyped forms of affidavits. He tells us that after a sale of rice it usually remains in the warehouse no longer than is reasonably necessary to

enable the purchaser to fetch it away; that the bags of rice sold are not separated from the bulk and removed to another part of the warehouse, nor are the names of the purchasers affixed to the goods; that if they remain more than a month in the warehouse of the miller, he is entitled by the custom of the trade to charge warehouse rent; but that goods seldom remained so long, but if they do, rent is rarely charged. He was further examined with respect to the relative proportions of sold and unsold rice ordinarily to be found in a mill, and his answer was, "not 1-20th part of the rice in our mill belongs to anyone else than ourselves, and going into a rice mill I should not expect to see more than 1-20th belonging to any other than the reputed owner." It is perfectly clear from the facts of this case that the 59 bags of rice in question were never earmarked, and thus specifically appropriated to the purchaser; it is equally clear that a delivery order was not given by Mr. Blatherwick within a reasonable time according to the ordinary usage, but the delay is explained by his affidavit, where he states that the rice was held under a special agreement by the bankrupts, as bailees for him, to be delivered to his order. I very much doubt whether the property in the 59 bags ever passed to Mr. Blatherwick within the principle of the decisions cited by Mr. Parkinson in his argument. In *Godts v. Rose*, 17 C. P. Rep. 237, Willes, J., states, "The law on this subject is to be found in the judgment of Parke, J., in *Dixon v. Yates*, 5 B. & Ad. 313, that in the case of a sale of unascertained goods, until both parties have assented to the appropriation of some particular goods to satisfy the contract, the property in them does not pass." But it is unnecessary to discuss the effect of the entries in the stock-book with reference to the numerous cases bearing on the point, as I am of opinion that the present question must be governed by sect. 125 Bankrupt Law Consolidation Act 1849. Now it has long been a settled principle of law, that the possession of the bankrupt alone will not raise a presumption of ownership where there is a custom of trade for the vendor to keep possession after a sale of the things purchased, until the purchaser removes them to their place of destination; and it has been laid down by Kelly, C. B., in *Priestley v. Pratt*, L. J. 39, Ex. cited by Mr. Evans as most favourable to the applicant, "That the custom in the trade must be so well known that it must be presumed that all who are engaged in that trade must necessarily be acquainted with it." Now, when we look to the circumstances of this case, can it be said that the custom is so notorious that it is impossible for anyone who knows anything of the course of dealing amongst rice millers not to be aware that rice when sold is generally kept in the possession of the vendor until it suits the convenience of the purchaser to take it away? So far from it, if the purchaser does not remove his rice within the short period of a month, he is chargeable with warehouse rent; again, there is nothing to distinguish the bags of rice sold from those unsold, and Mr. Crosfield says that any rice miller on entering a mill would expect 95 per cent. of the rice to be the property of the reputed owner; not only that, but the custom for the vendors to retain the rice for so long a period as three months is rebutted by the evidence of the applicant himself, who states that the rice was held for him by the bankrupts under a special agreement. This is not the place to discuss the policy of the order and disposition clause; suffice it to say that it has been retained in the new Bankruptcy Act at the instance of the mercantile community, and I think that it is applicable to the present case. I therefore find that the fifty-nine bags of rice, the subject-matter of this application, were at the time of adjudication in the order and disposition of the bankrupts by the consent and permission of Mr. Blatherwick, the true owner. The application will consequently be refused, but under the circumstances no order for costs will be made against the applicant.

Ears intimated that as it was extremely probable he should take the opinion of the Court of Appeal upon the question, the amount of deposit had better be named.

The court fixed 10*l*.

CORRESPONDENCE OF THE PROFESSION.

[Note.—This department of the LAW TIMES being open to free discussion on all professional topics, the Editor is not responsible for any opinions or statements contained in it.]

STUDY OF THE LAW.—I hope Mr. Halliday will be obliging enough to answer the query of "S. R. G.," addressed to him in last week's LAW TIMES; and in doing so, I think he would afford useful information to those who are reading up for the "Intermediate," by naming the minimum number of books to be studied, those he deems indispensable, and suggesting any others he

pleases by way of "extras" to those students who have sufficient diligence and application to attack them, of whom it is presumed there would be a considerable proportion. But it seems to me the one thing needful for the article clerk, just entering on his studies, to know, is the precise and definite amount of work he has to do, which, if diligently disposed of, will probably leave him some portion of the two and-a-half years to devote to special subjects, as choice or circumstances may dictate. For instance, if Williams's Real Property (8th edit.), Smith's Action at Law, Hunter's Suit in Equity, Cap. 1 of Chitty on Contracts, and Chambers's Bookkeeping are admitted to be sufficient, the student can, without much misgiving, go to work at and dispose of these, "read them carefully and read them twice," and then, assuming him to have some moderate amount of industry and curiosity, he will, in all probability, read Smith's Equity Jurisprudence, and vol. 1 of Stephen's Commentaries. Possibly, Mr. Halliday is not in town at present, and, in that event, perhaps some other qualified gentleman will be good enough to say, for the benefit of "all whom it may concern," if the books above-named furnish sufficient material to pass the "Intermediate," and, if not, in what particulars the list is defective. W. L. O.

NOTES AND QUERIES ON POINTS OF PRACTICE.

[N.B.—None are inserted unless the name and address of the writers are sent, not necessarily for publication, but as a guarantee for bona fides.]

Queries.

91. **TITLE-DEEDS—SECURITY.**—A and B (husband and wife) deposit the title-deeds of freeholds, of which A is seized *jure mariti*, as an equitable security for A's banking account. A memorandum of deposit is made and signed only by A and B. Upon the death of A, leaving money owing on the security, the question arises whether the deposit is good as against the wife, she not having acknowledged the instrument? Can any of your readers refer me to any cases bearing on the question? H. F. A. D.

92. **JOINT ASSAULT—POWER OF COMMITTING MAGISTRATE TO SEPARATE OFFENCE.**—A and B, master and mate of a ship, were charged with having assaulted, &c., C, a seaman. The evidence proved as follows: C was ordered by B, to do certain work which, in consequence of a bad hand, he, C, was unable to perform. B reported this to A, who sent for C, and some words passed between A and C, when A seized C by the arm and collar, and held him while B struck him four violent blows on the head with a belaying pin. A witness who was near rushed up and made A release his hold of C, who almost instantly fell on the deck insensible. Under the above circumstances, was the magistrate justified in separating the offence? Committing B, for trial, but discharging A, on his entering into recognisances to appear if called upon to receive judgment. The effect, and probably the object, of the above proceeding, was to enable A to become a witness for B, on his trial. J. B. W.

93. **ARTICLES OF CLERKSHIP—DATE.**—I should be glad to know, through your columns, whether articles of clerkship must necessarily be dated on the day they are signed. Can they be dated back, provided that the clerk was in the office during the time to be reclaimed? A. E. D.

94. **CHURCH RATES.**—Compulsory Church-rates being abolished by 31 & 32 Vict. c. 109, can persons not intending to pay the rate vote for or against it? If so, by what authority? If not, how is their intention to be ascertained? Q. X.

95. **PURCHASE OF PROPERTY—INCUMBRANCES.**—Will any of your readers inform me what they consider it is the duty of a purchaser of real estate and of leasehold property to do for the purpose of ascertaining whether there are any incumbrances affecting it? It is still, I believe, almost the universal custom to make all the usual searches; but is a purchaser, in the present state of the law, bound by any incumbrance in the absence of express notice? R. H.

THE GAZETTES.

Bankruptcy.

To surrender at the Bankrupt's Court, Basinghall-street, Gazette, Sept. 17.

ABELT, CHARLES JOHN, victualler, Great Yarmouth. Pet. Sept. 15. O. A. Paget. Sols. Linklaters and Hackwood, Walbrook. Sur. Oct. 5.
ABRAHAM, VALENTINE JAMES, journeyman joiner, Desert-st. Poplar. Pet. Sept. 13. Reg. Pepps. O. A. Graham. Sol. Hicks, Coleman-st. Sur. Sept. 23.
ASHDOWN, JOHN, architect, Stanley-st. Pimlico, and Westminster-chmbs, Victoria-st. Westminster. Pet. Sept. 15. Reg. Roche. O. A. Parkyns. Sol. Greville, St. Swinburn's-ls, King William-st. Sur. Oct. 5.
BEDFORD, JAMES HENRY, eating-house keeper, Euston-rd. and Edwards-st. Portman-sq. Pet. Aug. 19. O. A. Paget. Sur. Oct. 5.
BOYLE, JAMES ALEXANDER, victualler, Clapham, and South-st. Manchester-sq. Pet. Sept. 13. Reg. Pepps. O. A. Graham. Sol. Hewitt, Nicholas-ls. Sur. Sept. 13.
BROOKHOUSE, JOSEPH, victualler, Old Kent-rd. Pet. Sept. 10. Reg. Pepps. O. A. Graham. Sols. Greig and Co., Verulam-bldgs, Gray's-inn. Sur. Sept. 23.
BULLISON, HARRISON, publican, Ramsgate. Pet. Sept. 15. Reg. Pepps. O. A. Graham. Sol. Pounds, Serle-st, Lincoln's-inn. Sur. Oct. 5.
CARTER, ROBERT BRUDENELL, surgeon, Princes-st, Hanover-sq. and Clifton-rd-ls, St. John's-wd. Pet. Sept. 11. Reg. Pepps. O. A. Graham. Sol. Marsden, Walbrook. Sur. Sept. 23.
COOK, GEORGE, carpenter, Burgess-hill. Pet. Sept. 14. Reg. Pepps. O. A. Graham. Sols. Smith and Co., Bread-st, Chesapeake, for Lamb, Brighton. Sur. Sept. 23.

CUSDEN, JAMES, turkish bath keeper, Kennington-pk-rd. Pet. Sept. 14. Reg. Pepps. O. A. Graham. Sol. Weeks, Portsmouth-st, Lancaster-ls. Sur. Sept. 23.
EDWARDS, HERBERT FORESTER, attorney's clerk, Egerton-rd, Blackheath. Pet. Sept. 11. Reg. Pepps. O. A. Graham. Sol. Laurence, Lincoln's-inn-ls-ls. Sur. Sept. 23.
EVANS, JOHN, painter, Slough. Pet. Sept. 14. Reg. Pepps. O. A. Graham. Sol. Cooke, Gresham-bldgs. Sur. Sept. 23.
FELDMAN, SIMON FERDINAND, wholesale boot manufacturer, Hackney-rd. Pet. Sept. 6. O. A. Paget. Sols. Sole and Co., Aldermanbury. Sur. Oct. 6.
GUY, WILLIAM, out of business, Barnborough. Pet. Sept. 14. Reg. Pepps. O. A. Graham. Sol. Bartlett, Chandos-st, West Strand. Sur. Sept. 23.
HALL, WILLIAM, builder, Willes-rd, Kentish-town. Pet. Aug. 19. O. A. Paget. Sols. Lawrence and Co., Old Jewry-chambers. Sur. Oct. 5.
HUTLEY, WILLIAM, victualler, Greenwich. Pet. Sept. 14. Reg. Pepps. O. A. Graham. Sol. Watson, Basinghall-st. Sur. Sept. 23.
LINFORD, WILLIAM, carpenter, Park-pl, Finchley. Pet. Sept. 15. Reg. Pepps. O. A. Graham. Sols. Merriman and Co., Queen-st. Sur. Oct. 5.
LUNN, JOHN, lawyer, Wentworth-st, Whitechapel. Pet. Sept. 10. Reg. Pepps. O. A. Graham. Sols. Taylor and Co., South-st, Finsbury-sq. Sur. Sept. 23.
MARKS, JOHN, hat manufacturer, Grosvenor-row, Pimlico. Pet. Sept. 13. Reg. Pepps. O. A. Graham. Sols. Lewis and Co., Ely-pl, Holborn. Sur. Sept. 23.
MARTIN, GEORGE, clothier, East-rd, City-rd. Pet. Sept. 15. Reg. Pepps. O. A. Graham. Sol. Hobbes, North-bldgs, Finsbury. Sur. Sept. 23.
MCNAB, ARCHIBALD, master mariner, Lacey-st, Bow. Pet. Sept. 13. Reg. Pepps. O. A. Graham. Sol. Moore, Mark-ls. Sur. Sept. 23.
PHILLIPS, SAMUEL ELKENS, secretary to a company, Francis-ter, Hackney. Pet. Sept. 14. Reg. Pepps. O. A. Graham. Sol. Drake, Baker-st. Sur. Oct. 5.
PLEWS, MATTHEW, gentleman, Mary-ter, Twickenham. Pet. Sept. 14. Reg. Pepps. O. A. Graham. Sol. Harrison, Basinghall-st. Sur. Sept. 23.
SALMON, JOHN, distiller, Wood-st, Chippendale. Pet. Sept. 11. Reg. Pepps. O. A. Graham. Sol. Payne, Bedford-row. Sur. Sept. 23.
SHAW, EDWARD CHARLES JAMES, surgeon, Boreham-wood, in Elstree. Pet. Sept. 14. Reg. Pepps. O. A. Graham. Sol. Hamberg, St. John's-ls. Sur. Sept. 23.
SMITH, DOUGLAS, window blind maker, New Kent-rd. Pet. Sept. 13. Reg. Pepps. O. A. Graham. Sol. Collett, Bloombury-sq. Sur. Sept. 23.
SMYTHES, ALFRED, law stationer, Edengrove, Holloway. Pet. Sept. 14. Reg. Pepps. O. A. Graham. Sols. Nyon and Co., Blomfield-st. Sur. Sept. 23.
STONE, ADDIS, mercantile clerk, Claverton-st, Pimlico. Pet. Sept. 11. Reg. Pepps. O. A. Graham. Sol. Hargerty, Great George-st. Sur. Sept. 23.
SWAIN, JAMES, journeyman bar, Anerley-st, Battersea-park. Pet. Sept. 14. Reg. Pepps. O. A. Graham. Sol. Moyley, Trinity-st, Southwark. Sur. Sept. 23.
TAYLOR, JOHN, out of business, Leatherhead. Pet. Sept. 11. Reg. Pepps. O. A. Graham. Sol. Hooper, Clifford's-inn. Sur. Sept. 23.
WALKER, GEORGE, carpenter, Thornton-heath, near Geydon. Pet. Sept. 13. Reg. Pepps. O. A. Graham. Sol. Jones, New-inn, Strand. Sur. Sept. 23.
YOUNG, JAMES WILLIAM, perfumer, Hyde-st, Bloomsbury. Pet. Sept. 14. O. A. Paget. Sol. Grayson, Hunter-st. Sur. Sept. 23.

To surrender in the Country.

ALDRIDGE, JOSEPH, gentleman's gardener, Pipton. Pet. Sept. 13. Reg. & O. A. Walker. Sol. Adams, Walsall. Sur. Sept. 30.
ALLBURN, ROBERT, victualler, Lincoln. Pet. Sept. 13. Reg. & O. A. Uppleby. Sol. Rex, Lincoln. Sur. Sept. 23.
BIGNELL, WILLIAM, innkeeper, Belper. Pet. Sept. 13. Reg. Tudor O. A. Harris. Sol. Moody, Derby; and James and Griffin, Birmingham. Sur. Sept. 23.
BOEHM, EDWARD FERDINAND, importer of mouldings, Manchester. Pet. Sept. 14. Reg. Fardall. O. A. McNeill. Sol. Storer, Manchester. Sur. Sept. 23.
BRADBURY, THOMAS, out of business, Coventry. Pet. Sept. 13. Reg. & O. A. Kirby. Sol. Griffin, Leamington. Sur. Sept. 23.
BUCKLEY, EDMUND, brewer, Gorton. Pet. Sept. 15. Reg. Macrae. O. A. McNeill. Sols. Potter and Knight, Manchester. Sur. Oct. 1.
CARR, HENRY, cotton dealer, Liverpool. Pet. Sept. 14. Reg. & O. A. Hime. Sol. Hindle, Liverpool. Sur. Sept. 23.
CHEETHAM, JAMES, merchant, Manchester, and CHEETHAM, SEPTIMUS, cotton spinner, Tonge. Pet. Sept. 14. Reg. Macrae. O. A. McNeill. Sols. Potter and Knight, Manchester. Sur. Oct. 1.
CLAY, JAMES, dyer, Nottingham. Pet. Sept. 13. Reg. & O. A. Patchitt. Sol. Granch, Nottingham. Sur. Oct. 6.
CLIFFE, JOHN, shipbuilder, Knottingley. Pet. Sept. 14. O. A. Young. Sols. Jefferson, Portofrat, and Tempest, Leeds. Sur. Sept. 23.
COCKERILL, JOHN, journeyman sawyer, New Bliton. Pet. Sept. 13. Reg. & O. A. Hubbard. Sol. Homer, Coventry. Sur. Sept. 23.
COULLE, DAVID, schoolmaster, Whitehaven. Pet. Sept. 15. Reg. & O. A. McNeill. Sols. McNeill, Whitehaven. Sur. Sept. 23.
CROPPER, BENJAMIN, out of business, Rochdale. Pet. Sept. 13. Reg. & O. A. Jackson. Sol. Holland, Rochdale. Sur. Sept. 30.
DALTON, WILLIAM, joiner, Hayton. Pet. Sept. 13. Reg. & O. A. Lee. Sol. Ostell, Carlisle. Sur. Sept. 23.
DAVIS, JOHN, shirt-iron shaver, Tipton. Pet. Sept. 13. Reg. & O. A. Walker. Sols. Stokes, Dudley. Sur. Sept. 23.
DAY, NATHANIEL HENRY, watch dealer, Baisall Heath. Pet. Sept. 10. Reg. Tudor. O. A. Kinnear. Sols. Beale, Margold, and Beale, and Messrs. Brown, Birmingham. Sur. Oct. 1.
EDWARDS, HENRY, schoolmaster, West Bromwich. Pet. Sept. 11. Reg. & O. A. Watson. Sol. Travis, West Bromwich. Sur. Sept. 23.
ENTWISTLE, ISRAEL, grocer, over Darwen. Pet. Aug. 14. Reg. & Bolton. Sol. Savard, Blackburn. Sur. Sept. 30.
FORD, RICHARD, auctioneer, Wolverhampton. Pet. Sept. 15. Reg. Tudor. O. A. Kinnear. Sol. Burton, Birmingham. Sur. Oct. 1.
GARRAWAY, EDWARD, out of business, Broadwell. Pet. Sept. 13. Reg. & O. A. Anderson. Sol. Brooks, Stow-on-the-Wold. Sur. Sept. 23.
HALES, GEORGE, grocer, Billingham. Pet. Sept. 13. Reg. & O. A. Bell. Sol. Law, Stamford. Sur. Oct. 5.
HALL, WILLIAM, brass-moulder, Newton-heath, near Manchester. Pet. Sept. 13. Reg. Fardall. O. A. McNeill. Sols. Messrs. Heath, St. John's-ls. Sur. Sept. 23.
HAWKES, THOMAS, and SPENCER, GEORGE, jun., agricultural engineers, Taunton. Pet. Sept. 11. O. A. Carrick. Sols. Clarke and Payne, Tiverton; and Terrell and Petherick, Exeter. Sur. Oct. 1.
HAYES, GEORGE, labourer in Portsea dockyard, Kingston. Pet. Sept. 14. Reg. & O. A. Howard. Sol. Champ, Portsea. Sur. Sept. 23.
HOLMES, JAMES, paper manufacturer, Bathford, near Bath. Pet. Sept. 11. Reg. Wilde. O. A. Acraman. Sur. Sept. 23.
HORSER, WILLIAM, and HORSER, JOHN, leather drapers, Pontypool. Pet. Sept. 13. Reg. Wilde. O. A. Acraman. Sols. Lloyd, Pontypool, and Beckingham, Bristol. Sur. Sept. 27.
HORTON, FREDERICK JOHN, out of business, Birmingham. Pet. Sept. 14. Reg. & O. A. Guest. Sol. Francis, Birmingham. Sur. Oct. 5.
IRELAND, HENRY, victualler, Portsea. Pet. Sept. 14. Reg. & O. A. Howard. Sol. Champ, Portsea. Sur. Sept. 23.
IREMONGER, WILLIAM, shipwright, Southwick. Pet. Sept. 13. Reg. & O. A. Evershed. Sol. Penfold, Brighton. Sur. Sept. 30.
JONES, RICHARD, surveyor, Garmathen beach. Pet. Sept. 14. Reg. & O. A. Walker. Sol. Williams, Dolgelly. Sur. Sept. 27.
KNIGHT, JOHN, cabinet maker, Nuneaton. Pet. Sept. 14. Reg. Tudor. O. A. Kinnear. Sols. Reece and Harris, Birmingham. Sur. Oct. 1.
KUNER, LEOPOLD, watch maker, Sheerness. Pet. Sept. 14. Reg. & O. A. Wates. Sol. Copland, Sheerness. Sur. Sept. 23.
LARSEY, ALFRED, grocer, Rochdale. Pet. Sept. 14. Reg. Fardall. O. A. McNeill. Sol. Standing, Rochdale. Sur. Sept. 23.
MARSTON, ROBERT, and GARTHWAITHE, BENJAMIN, dyers, Ldoster. Pet. Sept. 15. Reg. Tudor. O. A. Harris. Sols. Messrs. Hodgson, Birmingham. Sur. Sept. 23.
MARTIN, ROBERT, baker, Newmarket. Pet. Sept. 15. Reg. Wilde. O. A. Acraman. Sols. Lloyd, Newport, and Abbot and Leonard, Bristol. Sur. Sept. 23.
MITCHINSON, GEORGE, chemist, Gatehead. Pet. Sept. 12. Reg. & O. A. Rusdell. Sol. Woolston, Gatehead. Sur. Sept. 23.
MOORE, WILLIAM, out of business, Dudley. Pet. Sept. 13. Reg. & O. A. Walker. Sol. Stokes, Dudley. Sur. Sept. 30.
PATTISON, EDWARD, provision dealer, Stockton. Pet. Sept. 13. Reg. & O. A. Crosby. Sols. Dadds and Trotter, Stockton. Sur. Sept. 23.

ANG. M. TRUTH, s. *Brillie, cotton-spinner*, May. J. W. NEAL
machinist, and S. GROVER, *wash dealer*, both (Whelan
 WILLARD, JAMES, *victualer*, Danville. ANG. M. TRUTH, J. REED-
 ing, *wine merchant*, Ruxton
 WILLIAMS, S. THOMAS *SHALER, publisher*, Augustaville. Aug. 12.
 1864. 10. 12.
 WILLISTON, JOSEPH, *seamail purveyor*, Millford-pl. Tottenham-
 ct. 12. Sept. 12. 4., by instalments of 12. 6d. in 1 mo. and 12. 6d.
 in 4 mos. - *seamail*. FRANK J. WALKER, *commercial traveler*,
 Southingham-vd. Kingsland
 WILSON, GEORGE J. *spool-maker*, Southingham-ct. Piercy-
 ct. 12. 12. 12. Sept. 8. 2., by two equal instalments, in 2
 and 6 mos
 WILSON, DANIEL, *wash manufacturer*, Piercy-ct. Beddard-
 ct. Sept. 12. 2. in 1 mo. FRANK G. VOLLMERER, *wash im-
 porter*, Waltham-ct

Gazette, Sept. 21.

ARNOLD, ADEW, Draper, Church-st. Cambridge, and Rother hithe-wal, Rotherhithe. Ang. 2d. Ma. by four equal male heirs, in 1, 4, 6, and 8 mo., first on Oct. 17. Trust J. Arnold, farmer, Walthamstead.

ATYRE, THOMAS, corn merchant, Kingston-on-Thames. Ang. 14. 1850. Atty. J. H. Attyers. In 7 days and 3 mo. from registration, -last occurred.

BAINEBRIDGE, JAMES, jun., grocer, Trindon Colliery. Ang. 17. 4. by two equal testaments, in 3 and 6 mo. from registration, - occurred. Trusts J. Bainebridge, jun., colliery business, and J. Fletcher, jun., colliery business, both of Trindon.

BILLINGS, JAMES, manufacturer, Ashton. Ang. 20. Trust J. Davies, commercial agent, Warrington.

BOYKE, JAMES, blacksmith, Sheffield. Ang. 20. Trusts E. W. St. John, and J. H. Matherley, who've grants made, both Sheffield.

BROOKS, JAMES, cotton dealer, Milton. Ang. 12. St. 64. by two

COLTSON, JOHN, commission agent, Hill-st, Peckham. Sept. 2
1888

NEWBORN, Agnes, nee-Types; and J. C. Newell, painter, Exchange
BUSTOS, GEORGIANA, widow, out of business, Clarendon-st.,
Belling. Aug. 11. Is in 7 days from reoperation. Trusts. B.
COURTNEY, wife merchant, Great St. Thomas Apostle, and
J. C. Redden, corn merchant, Lexington-1.
COLLIER, Thomas WILLIAM, draper, Lexington Priors. Aug. 24. Is to be by three equal instalments, in 3, 6, and 9 m.,
secured. Trusts. C. B. Burps, grocer, Lexington Priors
COOPER, THOMAS, brewer, Stonehouse. July 27. Is on July 27,
DUNN, A. S. W. Holmes, const master, Drury-st., and J.
Gibson, brewer, Stonehouse.
DARR, GEORGE, draper, Bowdoin-st. Aug. 24. Trusts. B. Evans,
crapper, Newport, and J. Howell, warehouseman, Saint Paul's-
churchyard

Gazette, Sept. 17.

HAYWARD, MARY, Leach
FARMER, JOHN, SNA, deacon, Administrator. Ang. N. Trm.
D. Williams warehouseman, Bristol
GRAY, WILLIAM, Whittemore, Ripon. Capt. & Treas. J. Fennel
auditor, Ripon, and W. Brackwate, James, Tumball, new
Casterwick
HAYWARD, JOHN, silversmith, Blackrocks-st-within. Ang. S.
JONES three equal instalments, in 1, 6, and 12 mos from regis-
tration
HAYWARD, WILLIAM HENRY, chemist, Devonport. Ang. R.

Merchant, New Bond-st
at New Bond-st

Trust. G. Treddy, tea dealer, Knater
KNOTT, JOHN, Joiner, Trindam Grange, near Ferryhill. Aug 21.
5s. by two equal instalments, in 2 and 4 mos
LAVINSTEIN, MUGO, commission merchant, Adam-st, Adelphi,
and Saint John's-wood-rd. Sept. 11. 1s. in 6 mos from registra-
tion

See, colliery proprietors.
 Price, see, untax. R.

ALAN, **W. G.**, *debt*, by two trustees of **S.** and **S. G.** in **S. and S. G. M.**,—secured. Trust. **J. Lawrence**, merchant, Newcastle-upon-Tyne.
LLOYD, WILLIAM, grocer, Everton, near Liverpool. Aug. 5. Trust. **T. Williams**, whole-sale grocer, and **E. Roberts**, accountant, both Liverpool.
MACDONALD, CHARLES, cotton broker, Minsing-a. Sept. 7. Trusts. **R. Sutherland**, the merchant, Minsing-a; **L. J. Jacobson**, accountant, Fenchurch-st.; and **W. Petzold**, the merchant, Minsing-a.
NASE, MATTHEW, fishmonger, Dartford. Aug. 27. *in* by two equal instalments, in *3* and *5* mo from registration.
PAIS, THOMAS JOHN BROOKS, butcher, High-st., Camden-town. Aug. 2. Trust. **J. F. Lowndes**, accountant, Cannon-st.
PARKINSON, ROBERT, and **PARKINSON, THOMAS**, cotton spinners, Bury. July 29. Trusts. **D. Ashton**, yarn agent, Manchester, and **T. G. Seal**, public accountant, Liverpool.
PURVIS, JOHN, sea-captain, Nottingham. Sept. 14. Trust. **G. Medus**, builder, Rowlands-castle.
RAWTHORNIE, WILLIAM, agent, Bolton. Aug. 25. *in* by two equal payments, in 25 days from registration, and in 3 mo from registration.
ROSS, WILLIAM HENRY, brewer, Rayleigh. July 1. Trusts. **C. Wood**, land broker, Chelmsford; **J. Ardley**, maltster, Mark-a; and **W. L. Belchem**, farmer, Rayleigh.
SHACKLETON, JAMES, spinner, Walsingham. Aug. 24. Trusts. **F. Shaw**, card maker, **G. Kirk**, machine maker; and **R. Heppental**, dyer, all Walsingham.
SHAW, JAMES, woollen manufacturer, Arthur's Greenfield. Sept. 2. Trusts. **T. J. Joseph Shaw**, and **James Shaw**, weavers, and **W. R. Wood**, woollen manufacturer, Arthur's Greenfield; **C. Barnshaw**, best dealer, Greenfield; **R. T. Bradbury**, manufacturer, and **J. Platt**, woollen manufacturer, both Uppermill; and **J. Hall**, manufacturer, Delph.
SHICK, JOHN, grocer, Bath. Aug. 24. Trust. **G. Hewkins**, grocer, Bath.
SMITH, JOHN FRANCIS, and **FRY, HENRY KNIGHT**, ship brokers, Fenchurch-st. Sept. 7. Trust. **J. T. Small**, accountant, Chancery.
STACE, THOMAS, and **STAGG, JOHN**, corn dealers, High-st., St. John's-road. Sept. 9. *in* 1 mo from registration.
STONE, ALFRED HOWE, grocer, Bristol. Aug. 21. *in* by two equal instalments, in 1, 2, 3, and 4 mo from registration.
WATSON, J. W., woollen spinners, Bradford. Aug. 8. Trusts. **J. Fisher**, banker, Halifax; **J. Collinson**, and **G. Crow**, woollen-staplers, both Bradford.
WHITTAKER, JAMES, joiner, Over Darwen. Aug. 21. 14 *in* and *in* 14 *in*,—secured. Trust. **R. Robinson**, auctioneer, Poulton-le-Fyke.
WILSON, STEPHEN, and **CAMPBELL, GEORGE CHARLES**, woollen drapers, Oxford-st. Aug. 10. Trusts. **T. Cooper**, Cheapside, and **T. Wilkes**, Gresham-st., both warehousemen.

BIRTH

BIRTHS.

BRUCE.—On the 14th inst., at Harrow, the wife of Mr. Downing Bruce, barrister-at-law, of a daughter.

CHURTON.—On the 18th inst., at Mill-side, Broughton, Chester, the wife of William Henry Churton, Esq., solicitor, of a daughter.

HEATON.—On the 18th inst., at Brighton, the wife of George Heaton, Esq., M.A., of Lincoln's-inn, barrister-at-law, of a son.

REECE.—On the 20th inst., at Oakfield Cottage, Edgbaston, Birmingham, the wife of W. H. Reece, Esq., of a daughter.

MARRIAGES.

MEMORIALS—STEWART.—On the 14th inst., at St. Francis Church, Liverpool, George Remington, Esq., of Ulverston, solicitor, to Mary Ann, youngest daughter of John Stewart, Esq., J.P., of 68, Mount Pleasant, Liverpool.

CHARTRES—SWAN.—At Jesmond Church, on the 15th inst. by the Rev. Berkeley Addison, William Chartres, of this town, solicitor to Elizabeth the eldest daughter of the late Mr. Henry Swan, of Balmain's Villas, Gosforth. No cards.

DEATH

BLANDY.—On the 15th inst., at St. Raphael's, Mass., Frederick Blandy, Esq., of New York, the beloved daughter of Frederick John and Mary Ann Blandy.

BROWN.—On the 15th inst., at Liddington, Rutland, William Henry the infant son of William Henry Brown, collector, Uppington.

RAWKINS.—On the 15th inst., aged 53, Robert R. A. Rawkins, Esq., of New York, the infant son of 10, North Main, Boston-square, youngest son of the late Anthony Monestime.

HAWKINS, M. D. of the Green, Monmouthshire.

PRINCE.—On the 14th inst., at his residence, 147, Fulham-road, Brompton, aged 38, Herbert Charles Prince, for 17 years the collector of the Clerkenwell district.

TIMM.—On the 16th inst., at Lake Ross Hotel, county Fermanagh, Ireland, J. Timm, Esq. of Parabolough Grange, Mizen, formerly Collector of Infant Revenue.

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VOL. XLVII.—No. 1383.

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THE Law and the Lawyers.

It was as we had feared. Dread of the Bridgewater Inquiry drove the Lord Justice Clerk to madness, in the crisis of which he first cut his throat, and finding probably that the work of death was not quite done, he threw himself into the river. He was a man universally respected and beloved in private life, and an excellent Judge, but he was almost morbidly sensitive.

Mr. MONCRIEFF, the Lord Advocate of Scotland, has been appointed to the office of Lord Justice-Clerk, in room of the late Mr. PATTON.

It must be remembered in making Income Tax deductions from rents, interest, &c., that the rate from March 31 was only 5d., and not 6d., in the pound as before.

We hear that the announced "Property Protection League" will be organised as soon as the holidays are over, and they are now fast coming to a close.

Dining in Hall has hitherto been a convenience as well as a pleasure to many members of the Middle Temple. We question whether it will continue to be so after next January when a new regulation comes into force, providing that all dinners shall be paid for beforehand, and that no member will be allowed to dine who has not provided himself with the dinner ticket which the Inn will issue.

The Marquis of HARTINGTON has stated in a speech at Lismore that the Cabinet has not yet assembled to consider their measures for next Session, but he can venture to say that they will sanction no scheme for dealing with the Irish land question that violates the rights of property. Sir JOHN GRAY's plan for transferring Ireland from the owners to the tenants will not be approved, though rumour has been so busy in declaring that it was to be proposed by Mr. GLADSTONE.

There is some ground for a complaint made by the correspondent of a contemporary respecting the proceedings of the Bribery Commissioners. Writing from Bridgewater, he says, "I have watched attentively, from day to day, the evidence adduced before the commissioners, and must say their ear is willingly lent to get at anything said against the constituencies, in order, I imagine, that the country may be pleased for the way they have done their duty. But on the slightest attempt to vindicate meetings, or any ordinary election practices, you are told at once not to trifle with the truth, and are harassed and otherwise frightened into speaking what is not strictly true." It has struck us

that the Bridgewater Commissioners have assumed dishonesty on the part of witnesses. Their task is a difficult one and their experiences have been extraordinary, but severity does not always elicit the truth. Another complaint has reached us respecting Beverley.

BRIBERY PROSECUTIONS.

The proceedings of the Bribery Commissioners have brought to light the fact which everybody must have suspected, that certain honourable members now sitting in Parliament knowingly engaged to a greater or less extent in corrupt practices at the last election. Our fearless contemporary, the *Pall Mall Gazette*, has called upon the ATTORNEY-GENERAL to punish, if he can, Mr. BROGDEN and Major WATERHOUSE, who on their own evidence were guilty of such practices. "Mr. BROGDEN and Major WATERHOUSE," it says, "have each been guilty of conduct in no way distinguishable from that which is punishable under the Act of last year with seven years' incapacity to sit in Parliament, to be registered as a voter, or to hold any municipal or judicial office. The one has knowingly furnished the means of bribery, the other has done his utmost to thwart the determination of the Legislature to ascertain whether bribery has been committed. It is for the ATTORNEY-GENERAL to consider whether under the existing law these persons, or either of them, can be prosecuted to conviction, and, if the law as it stands has omitted to provide for such a case, it is for the Government to consider how it may best be made to embrace similar cases for the future."

It is perfectly clear that the ATTORNEY-GENERAL has no power under the Act of last year, the 43rd section of which says that where it is found, "by the report of the Judge upon an election petition under this Act" that bribery has been committed by or with the knowledge and consent of any candidate at an election, such person shall be deemed to have been personally guilty of bribery. The penalties of personal bribery are incapacity (1) to be elected or sit in Parliament for seven years after conviction; (2) to be registered as a voter; (3) to hold office under certain Acts of Parliament or any municipal office; (4) to hold any judicial office. Now no Judge under the Act of 1868 has found Mr. BROGDEN and Major WATERHOUSE guilty of personal bribery, and no other mode of conviction can be of any avail to work a forfeiture of the seats.

Prosecutions or actions under the Corrupt Practices Prevention Act 1854, relate to penalties only, and if Mr. BROGDEN and Major WATERHOUSE were prosecuted to conviction, or sued to a successful verdict, their seats would not be affected, unless some action were taken by Parliament itself. The provision under which these cases fall is the 5th clause of the 2nd section. "Every person who shall advance or pay, or cause to be paid, any money to, or to the use of, any other person with intent that such money, or any part thereof, shall be expended in bribery at an election, or who shall knowingly pay, or cause to be paid, any money to any person in discharge or repayment of any money wholly or in part expended in bribery at an election," shall be guilty of a misdemeanour, and also be liable to forfeit 100l. to anyone who shall sue for the same. Then, by the law and custom of Parliament, if any person is elected to serve in the House of Commons by the people, yet the House may upon complaint of any crime in such person, and proof thereof, adjudge him disabled and incapable to sit as a member (Stephen's Comm. 4, p. 354).

Assuming that bribery is to be fixed upon members as a crime of which Parliament is to take cognizance, it must be remembered that it is one of the few offences in which proceedings are limited. In such case the person charged must be summoned or otherwise served with writ or process within one year next after the offence against the Act shall have been committed (sect. 14 of 17 & 18 Vict. c. 102, extended to all offences under the Act by sect. 5 of 26 Vict. c. 29). If, therefore, any offenders in the present Parliament are to be punished there is no time to be lost.

INSURANCE AGENCIES.

It is no longer in dispute that the preponderance of benefit is on the side of those insurance companies who employ no agents. Evidence was recently given proving that no less than two

millions had been saved by one company by refusing to pay commission. This is a strong argument in favour of abolishing agencies. Another argument is, that agents have a strong inducement to get business at almost any risk, and it is strongly to their interest to bolster up concerns, however shaky and to relieve them wherever possible from the liabilities which they have incurred.

A forcible illustration of the evils attending agency transactions, and particularly in these times of amalgamation, is furnished by the case *Mackie v. The European Insurance Company*, 21 L. T. Rep. N. S. 102. That was a case in which it was attempted to show that the plaintiff had insured in the Commercial Union and not in the European, on the ground that the same agent acted for both, and that although the insurer was handed over by the agent to the latter, he was at the time of the loss a claimant, if at all, against the Commercial. But the Commercial had ceased to do fire business, and the agent, being desirous of obtaining all the business he could for the European, sent Mr. Mackie's business to the European. Nothing, however, turned upon that, and the first point to be noticed is, that there existed a general provision that whilst a proposal was pending acceptance by the directors the assurance should remain in legal force, and that should the directors decline the assurance, the money was to be immediately returned to the assured. It was very competent for the office by return of post to decline the proposal. This they did not do, and before the expiration of the time limited for declining it the loss had happened. Then we have to consider what was the evidence of acceptance. The manager of the fire department wrote to the agent, acknowledging the fire order in due course, and he further wrote, "I am in receipt of your favour of the 17th instant, and note that you have accepted proposals to the amount of 11,020*l.*, the particulars of which I wait." This Vice-Chancellor Malins considered to amount to a distinct acceptance of the proposal, and by a deposit of 2*l.* on each insurance of the two halves of the premises, the contract between the insurer and the European was held to be complete.

It will be useful to look closely at the arguments advanced on the part of the defendants, and the manner in which they were received by the Court. We have not before mentioned the course pursued by the plaintiff when he found that he was transferred to the European. What he did was this: he wrote a letter to the agent noticing the transfer of his insurance to the European; and he said—"As to the European, I know nothing about them, and would require to be satisfied of their respectability and standing before I could consent to give them over all the sums." The defendants considered that this letter left the whole matter open, and even amounted to a repudiation on the part of the plaintiff. They said the plaintiff took a receipt and paid the deposit under an entire misapprehension, and the moment he discovered it threw the whole open, and in distinct terms said that he could not agree with the European until he was satisfied of their responsibility. But they admitted that had nothing been said by the plaintiff, the defendants might have been bound. The Vice-Chancellor made the following comments on this argument:—"It is contended," he said, "that this letter was a repudiation; I cannot treat it as anything of the kind. It amounts, in my mind, to this, that he having been satisfied with the Commercial, found that Waddell, in whom he had perfect confidence, had handed him over to the European, and that he had a contract for a month with them. I read it thus: 'I intend during the whole month, to consider whether I will accept the European,' but can any reasonable man conclude that he meant, 'sooner than be insured in the European I will remain uninsured altogether?' He knew that he was exposed to peril by fire every hour, and until he got another document, he could not be insured anywhere but in the European. I must put a rational construction on this letter, viz., that he intended to make further inquiry, and upon making such inquiry, he would have felt himself at liberty to decline further insurance with the European. But he would have made further inquiry of Waddell, he being the agent, and he would have told him truly that he had ceased to be agent for the Commercial Union, but that the European was at least as good, and perhaps better. The advertisement in the Law

List states that they never dispute policies, with an income of 300,000*l.* a year. If he had made inquiries, he would have accepted the policy, as he accepted it he did. He had a perfect right to repudiate the contract, and he adopted it until he distinctly repudiated. It was not a repudiation by him, but a continuing contract, as if that letter had never been written—as if when he accepted the document, he had been aware that it was the European and not the Commercial with whom he had contracted. The defence set up on this ground is contemptible and ridiculous."

Another objection raised on the part of the defendants was that the agent had not made such communication to the office as he ought considering the peril; but the Vice-Chancellor pointed out in the first place that there was ample opportunity for the office to make inquiry and require from their agent further information; and in the second place he observed that nothing could be more fatal to the interests of the public in fire and life assurances, which are carried on to such an enormous extent through agencies, than for the court to sanction the idea that the assured is to run the peril of the agent strictly performing his duty. Further his Honour laid down, in accordance with *Wing v. Harvey*, 5 De G. M. & G. 265, that the knowledge of the agent is the knowledge of the office, and that if the agent miscarried the office has its remedy against him.

LAND LAW REFORM.

At length we have something approaching to a definite plan for a Land Law Bill. It is put forth by *The Tablet*, the organ of the Roman Catholic party, and therefore it embodies the opinion of the most influential of those who are agitating for a change. The following are declared to be the necessary bases of any measure that could be accepted as satisfactory:—

1. Security to reclaimers of waste land, and to tenants who have made improvements, for the fruits of their labour and their capital, although the previous assent of landlords may not have been expressly obtained.
2. Fixity of tenure, including (1) leases for long terms, or equivalents of such leases; (2) abolition of landlord's power of arbitrary eviction; and (3) restriction of landlord's right of raising rents to cases of increased value (not due to tenants' improvements), shown by public valuation.
3. Immediate new valuation of poor lands with a view to a general reduction of their rents.
4. Aid to necessitous tenants and farmers in general, including the benefits both of Mr. Bright's scheme for lending money for purchase of freeholds, and of Lord Mayo's plan for making advances for improvements.
5. And lastly, simplicity of details, and cheapness in the forms and processes to be required for acting under the new law.

Claims from such a quarter are entitled to respectful consideration. These do not come from red-hot revolutionists, whose real aim is the severance of Ireland from England and the establishment of a republic, but from those who desire to maintain the connection between the two countries, but who say that Ireland, being a Roman Catholic country, must henceforth in all things be governed according to Irish, and therefore Roman Catholic, ideas, opinions, and wishes, and not, as hitherto, according to English and Protestant notions. And it is very difficult to dispute the justice of such a demand.

Let us, then, respectfully review each of these propositions and see how far it is desirable and practicable; for any measure, to be worth constructing, must have both of these qualifications:

1st. Security to reclaimers of waste land and to tenants who have made improvements for the fruits of their labour and their capital, although the previous assent of the landlords may not have been expressly obtained.

This is somewhat loosely stated, unless more is intended than expressed. The term is "security" for improvements, not "compensation." This might be construed as meaning that, if a tenant has made an improvement without the knowledge and consent of his landlord, he should be entitled to the possession of the property for some term proportioned to the value of the improvement. For instance: You (the reader) are owner of a house which you have let to a tenant for three years; he, for his own convenience in his business, has erected an outhouse at a cost of 50*l.* without asking your consent or approval. According to one reading of the above proposition, he is to be entitled to keep it from you for an additional term equal in value

to the 50*l.* he has so expended for his own advantage, not for yours. If this were to be permitted wherever a tenant was in possession of a house or of land which circumstances—say the opening of a railway—had largely increased in value, he would, of course, forthwith proceed to build upon it something which he would call an improvement, and you would call an injury, and then claim to hold it for ten or twenty years, as the case might be, and so receive all the advantage of the value that had been increased by no act of his own.

But if the *Tablet* intends by this first proposal nothing more than full compensation for unexhausted improvements, a competent authority determining not only what is the value of such improvements, but if they are improvements, and if the owner has benefited by them, then we assent entirely to the suggestion, and should cordially support any measure in which it may be embodied.

So with the cultivation of waste. If squatters have been permitted to take and cultivate waste, and thus given substantial value to that which before was worthless, the lord should not be allowed to remove them without making full compensation for the added value given by the labour of the tenants.

But there will be considerable difficulty in the details. In the first place, the question will come, Is such a measure to be retrospective? Are owners, who have let their houses and lands at rents calculated on the implied condition that all improvements should revert to the landlord, to be compelled to observe new conditions? If yes, then this injustice will follow: that those who have leased for a long term will be bound by the new conditions for years; while those who have leased for short terms, or whose leases are expiring, or who have let only from year to year, will be affected but for a very short time, and will then be enabled to make new terms for rentals based upon the new conditions of holding; for, of course, the rent will be higher where the tenant is recouped his improvements than where such improvements pass to the landlord.

But there is a greater difficulty still, through which we can see no path at present. We presume nothing so revolutionary is designed as to prohibit the owners of houses and lands from letting them to whomsoever they please, on any terms the landlord and tenant choose to agree upon. It cannot be contemplated by any honest person to interfere with the liberty of contract. How, then, is it proposed to regulate by law the future lettings? Suppose a landlord and tenant to agree by a lease that the latter shall not make improvements without the consent of the former, and that he shall not be entitled to compensation for any improvements made without the written consent of the landlord first obtained, what is to prevent the universal adoption of this or similar terms of letting?

All that any law, ever yet adopted by a civilized country, could essay to do would be to provide that, in case of no agreement being made to the contrary, certain consequences shall result from the relationship of landlord and tenant. Such a law would practically offer a kind of model lease, which would doubtless be generally adopted; but how, if the parties choose to make a different contract? Is it proposed to prevent them, or to avoid any agreement not in accordance with the terms of a tenancy without an agreement?

If this latter is really designed, it would be the most daring invasion of the ordinary rights of property ever witnessed in a civilized country, and still more, a violation of individual liberty. Imagine a law deliberately declaring, that if A. has something which B. wants, it shall not be permitted to them to agree together upon what terms the one shall accommodate the other, but the law shall prescribe all the conditions of the transfer. It may be said that this is nothing more than was contemplated by the extinct usury laws, which limited the interest that should be paid upon loans. But those laws are repealed because they were universally condemned as at once unjust and impolitic. Moreover, even they did not attempt more than to limit the rate of interest; they never dared to do what is now demanded for property in land—that the law should determine not only the maximum of rent, but the amount of rent and the length of the term for which the owner shall part with it to his tenant.

If such a law would be just for loans of land, why not for loans of money? Why should not

Parliament prescribe the precise terms of every loan, and even the length of credit in the transactions of trade? Every person who has taken up a loan may, with equal justice, demand a statute for sixty of tenure to him—that he should not be liable to repay the principal for some arbitrary term, or so long as he continues to pay the interest, whatever might be the increased value of money. It is not otherwise with debts; debtors would have quite as strong a claim upon the Legislature to prohibit their creditors from enforcing payment as a tenant has to demand that the law should give him a term of holding, and therefore an interest, he never bargained for.

And how in such cases is it proposed to deal with mortgagees? The effect of such a law would be to reduce the marketable value of all the land in Ireland to one-half. Is the mortgagee to be plundered as well as the owner? If not, how is he to be compensated; and if compensation is to be made to him, upon what pretext could it be refused to the owners?

A measure of open and avowed robbery would be intelligible, and really preferable to a scheme of covert confiscation. If the owners of land are to be plundered, let it be done by the process of taking from them a certain portion of their properties and dividing it among the people. If the safety of the State requires such an invasion of property, take the land from its proprietors, giving them its full value. Mr. Bright's plan is honest if not wise. He proposes that the State should purchase the lands of owners who are willing to sell, and re-sell them to the present tenants in parcels, with certain facilities for payment of the price, somewhat similar to the plan of the Benefit Building Societies. But the agitation has gone far beyond Mr. Bright. The organs of the Roman Catholic party will not accept any such half measure. They want to take the land from its owners without making any compensation at all, and the conditions above attached to this proposal must be considered next week.

CONDUCT CONDUCTING TO ADULTERY.

THERE seems to be a tendency towards increase in the number of petitions for divorce which are open to the plea of wilful misconduct and connivance conducing to adultery. One such case we reported last week (*St. Paul v. St. Paul*, at p. 108), in which, however, the plea conspicuously failed; another case we report to-day, in which the Judge expressed his surprise that the petition should have been preferred. We will notice first the case which we report to-day. The petitioner was a person engaged at certain works of which the co-respondent was manager. The co-respondent was allowed to visit at the house in the absence of the petitioner, to send in provisions, and to make the wife an allowance of 1*l.* per week. Lastly, the petitioner allowed the co-respondent to take the respondent to London with him for medical advice. After all this the petitioner and respondent quarrelled respecting the co-respondent's visits, and the suit for divorce followed. The Judge Ordinary remarked upon this, that it was surprising that anyone could have ventured to present a petition.

St. Paul's case, on the other hand, will show us in what respect evidence may fall short of proving wilful misconduct or connivance; but at the same time it exhibits a petitioner legally blameless, but as the Judge observed, wanting in decision, wanting in firmness, wanting in manly assertion of his own rights, and wanting in judgment with regard to the facts that were brought to his cognisance, and the course that he ought to take. Under these circumstances it would seem singular that a man should venture on a petition. We have to look at the question however in a purely legal aspect, and the Judge Ordinary gives us a very clear exposition of what the Legislature aimed at by its enactment. His observations must be quoted:—"The statute says 'conduce to the adultery,' but in reflecting upon those words of the statute the conclusion at which I have arrived is this: That the Legislature did not mean that a husband should be deprived of his remedy if his conduct had conduced to any particular act of adultery after his wife's first fall from virtue, but that it meant that his remedy should be withheld from him if he had so acted as to bring about the fall of his wife or the loss of her virtue. What the Legislature appears to me to be pointing at under the word adultery is the lapse from virtue of the wife, and I think the intention was that

the husband who had led to that lapse by his own conduct should not afterwards take advantage of it. But it is quite consistent with that that a case might arise in which a husband would be perfectly blameless as to his wife's adultery in the first instance, and that after she had established her adulterous intercourse with another man, the two together might throw dust in his eyes, and his conduct might appear more or less neglectful. It seems to me that the neglect which is followed by a subsequent act of adultery after the loss of virtue by the wife is not the neglect which the statute meant; it must be that neglect which conduced to the fall of the wife."

This distinction is obviously of the first importance, and it was this distinction which relieved the petitioner in *St. Paul's* case from the charge of wilful misconduct. He allowed her to go alone to a hydropathic establishment in the Isle of Man avowedly for the sake of her health, and before he visited her she had fallen from virtue. On the question of connivance the evidence went to show that had the petitioner been of a stronger temperament he would have burst the veil that the wife threw over her proceedings. The conclusion of the Court was as follows, and it sufficiently gives point to this article. It observed that there had been much in the petitioner's conduct "which if it had led to the first adultery and loss of virtue by his wife, might have induced the Court to come to the conclusion that the wife's sin had been caused by the husband's neglect or carelessness; but bearing in mind the respondent's adultery, if not seduction, and that the real loss of virtue by the wife was a whole year before this, of course I can only look upon the matter in this light, that the two people who were principally concerned successfully contrived to throw dust in the eyes of a very weak and not very wise man."

MUNICIPAL AND PARLIAMENTARY ELECTIONS.

(Continued from page 882.)

NO. III.

BRIEBRY (continued.)

A PETITION which we shall report next week, namely Taunton, reveals a form of rewarding voters for loss of time, which, according to a particular judicial view may be declared to be bribery. The nature of this practice would appear to depend a great deal upon the intention with which a voter accepts payment. There was a custom in the borough, in pursuance of which both sides paid persons who lost their time by attending the barrister's court for the purpose of being placed upon the register. It would seem to have been admitted in that case that one association paid at the time of registration those voters only of whose *bona fides* proof was given, whilst the other association paid at a period after the registration and near the election, many persons who had not attended the registration court, and who therefore had no right to be paid. These payments to the dishonest voters were held to be bribery, and Mr. Justice Blackburn rested his decision apparently more upon the corrupt intention of voters receiving the unearned payments, than upon the imprudent and indiscriminate action of the association. And his Lordship drew a nice distinction between the intentional deceit of one set of voters, and the simple ignorance of another. If, he said, a voter mistakenly believed he was entitled to be paid and was paid, it was to be inferred that the payment was not made to influence the vote. On the other hand, if a voter knew that he had no right to be paid, but nevertheless demanded and received it, the inference must be that the payment did influence the vote.

This introduction of the motive and knowledge of the voter into an examination of the sins of a candidate gives a singularly new complexion to election inquiries. We noticed last week that the same learned Judge dealt with corruption for the purpose of a scrutiny in the same way. He held that a voter receiving money from a stranger whose behests he disobeyed is wholly deprived of his status as a voter, and any candidate for whom such a person votes is liable to have his majority reduced on a scrutiny. By this method of dealing with bribery it appears to us that great injustice may be inflicted upon candidates. For example, with *mens conscia recti* a member may defend his seat

and go to vast expense only to discover that his voters were bribed by strangers with whom they did not fulfil the corrupt compact. The candidate, indeed, is made to suffer for a private fraud on the part of a voter. So again where the payment is legalised by custom, and that custom is abused by voters who impose upon the candidate, his election is made to depend upon the intention of the voter. If payments are clearly made with the main object of operating upon the polling it must be recognised as a sound principle that the intention of the voters in receiving the payments should be looked to, as well as the intention of the candidate or his agent in making them. But where the payments are *primâ facie* usual, and therefore innocent, something more than the motive with which the voters received them should be considered before an election is upset. There cannot be two opinions concerning the importance of the doctrine laid down by Baron Martin that a returning officer's return is not to be lightly impeached, and that evidence must be very cogent which is to affect an honest candidate by means of the acts of third persons.

We have considered already, under the category of inducements to vote, that form of bribery which is known as the payment of travelling expenses. That is to say, we have seen that there must be a promise, express or implied, to pay travelling expenses in order to make an invitation to out voters to come up and vote bribery. This question of travelling expenses is now abundantly clear, and that it may be stated as perspicuously as possible we will adopt the exposition of the law by that most clear headed and able Judge, Mr. Justice Willes. It is this:—"Before the case of *Cooper v. Slade* (6 H. of L. Cas. 746), which was decided in the year 1858, a doubt existed as to whether under the law as it then stood the travelling expenses of out voters might be paid—I speak now of out voters who have a right to vote by reason of their residence continuing—whether the travelling expenses of out voters might or might not be paid, and whether the promise to an out voter to pay him if he came up and gave his vote for a particular member, or to pay him his expenses of going back to his place of residence, if it happened to be in the place of polling, in order that he should not vote; or whether the payment of expenses in any form, whether in the former, which has been called a mild form of bribery, or in the latter, which has been called a point blank piece of bribery, was illegal, and illegal by reason of its being a promise of money within the 1st clause of the 2nd section of the Corrupt Practices Prevention Act 1854, a promise to give money in order to induce any voter to vote or refrain from voting, and the result was it was decided in that case of *Cooper v. Slade*, that such a promise is illegal. A promise to a voter whether he be really entitled to vote or not who happens to be out of the place at the time of the election, a promise to pay him even his bare expenses if he will come up and vote for a particular candidate, was decided by the House of Lords to be illegal in the case of *Cooper v. Slade*. That led to a discussion in both Houses as to whether or not it was just that a member should be debarred from the payment of the bare travelling expenses of the voters, and it was insisted that there was nothing unjust in it, that the voter ought to be enabled to vote, and as he gained nothing by the payment of his travelling expenses, they ought to be allowed to be promised him and paid him. That was answered by an argument which has prevailed, and which expresses the law, that the danger of allowing promises or payments of travelling expenses to voters being made a colour and cloak, and of paying them more than they are entitled to in respect of such travelling expenses, is so great that they shall and they do continue to be forbidden by the law. And in the August of the year in which the decision in *Cooper v. Slade* was given, it was enacted by the Legislature, by a section of the 21 & 22 Vict. c. 87, which must be taken as distinctly recognising the decision in the case I have referred to, that it shall be lawful for any candidate or his agent to provide conveyance for any voter for the purpose of polling at an election, and not otherwise, but it shall not be lawful to pay any money or give any valuable consideration to a voter for or in respect of his travelling expenses for such purpose. Therefore it is lawful under that Act for the candidate to give a voter a lift in his carriage to the poll, but it is not lawful for the candidate or his agent to promise a voter

his travelling expenses if he will come up and poll, or to pay him his expenses afterwards, if that payment is made corruptly within the provisions of the Corrupt Practices Act as to payments after vote in respect of having voted. So stood the law until the passing of the Representation of the People Act 1867, which by the 86th section enacts that "it shall not be lawful for any candidate, or anyone on his behalf, at any election for any borough, except certain boroughs which are excepted, because the constituencies are scattered, to pay any money on account of the conveyance of any voter to the poll, either to the voter himself, or to any other person; and if such candidate, or any person on his behalf, shall pay any money on account of such conveyance, then the payment is to be considered illegal, not that the payment is to be considered to avoid the election if made to a third person not a voter, and not to induce a voter to vote, though such a consequence would follow, if the payment or promise were made to a voter, but that it shall be unlawful to pay any money on account of conveyance either to the voter or any other person."

An argument arose in the *Salford Petition*, 20 L. T. Rep. N. S. 120, upon this point, the counsel for the respondents contending that the law was by no means clear, and that the intention of the Legislature was to make it unlawful to give money to a voter himself in order that he might by means of the money convey himself to the poll. He pointed out that there could not be any corrupt influence if a candidate merely hired carriages, and in those carriages brought the voters from their places of residence in order that they might poll, and urged most forcibly that it might be an inducement to a voter if he were assured of a ride in an elegant equipage belonging to a private individual, whereas the prospect of similar enjoyment in a hired carriage would have no effect. The provision against providing hired carriages is doubtless somewhat absurd; but Baron Martin observed in the *Salford* case "there may be many things in the law which may seem to be absurd, because absurd things are made the means of avoiding the law." And he expressed his clear conviction that the intention of the Legislature was that persons should go to the poll either by walking or by their own conveyances, or by the conveyances of some friend.

Clearly this is an obstacle to the success of comparatively poor men, who can command few private conveyances. Such, however, is the law.

Deferring the question of agency we will now proceed to consider

TREATING.

The section (4) of the Corrupt Practices Act, which defines this offence is, of course, familiar to our readers, but, having received judicial construction, we may usefully refer to its terms. It says that every candidate who shall "corruptly," first, personally, or secondly, by an agent, "or by any other ways or means on his behalf," either before, during, or after an election, directly or indirectly give or provide, or cause to be given or provided, or shall be accessory to the giving or providing, or shall pay, wholly or in part, any expenses incurred for any meat, drink, entertainment, or provision to or for any person, in order to be elected, or for being elected, or for the purpose of corruptly influencing such person, or any other person, to give or refrain from giving his vote at such an election, or on account of such person having voted or refrained from voting shall be guilty of treating.

We will, at the outset, draw attention to the very wide words "or by any other ways or means on his behalf." The Legislature appears to have intended to strike at the opening of public-houses promiscuously and without control being exercised over publicans. What is evidence of this species of treating is fully exemplified in the first *Bradford Petition* (at p. 721 of 19 L. T. Rep. N. S.) There it was shown that there were 115 public-houses open in the town, at which refreshments were given, and the Judge said, "The evidence is to the effect that voters were admitted to those committee-rooms, the farce was gone through of putting down their names as committeemen, and refreshments were furnished to them whether voters or non-voters." This point was further illustrated in the second *Bradford* petition, where it was held that the opening of public-houses in the sense to avoid an election, must be a systematic opening for

the purpose of giving refreshment to voters, the supply being limited to the discretion of the landlord as to what is a reasonable supply. And where, therefore, rooms in public-houses were hired for certain days for committee purposes, and at other times used for other purposes of the ordinary character, and in no way connected with the election, it was held that this was not an opening of the public-houses for the purpose of treating.

It is to be observed that there are two kinds of treating, the one which is touched by the 4th section and which vitiates an election, and the other to which the 23rd is directed, making it an offence punishable by the forfeiture of forty shillings to anyone who shall sue for it. In the 4th section the word "corruptly" is used, whilst in the 23rd the giving of refreshment to voters on certain days without any reference to a corrupt intention is declared to be illegal. Taking the 4th section as the material provision affecting an election, it is seen that the act of treating must be corrupt. We may learn what is corrupt treating by looking at the evidence which failed in the second *Bradford* petition: There were partisans of the candidates who were desirous of getting votes, who saw people at public houses who were voters, as they thought, and they advised them how to vote, and gave them beer, which admittedly might have influenced their votes. The persons so canvassing were authorised to canvass, but had no specific directions about it; and Baron Martin held the giving of beer an ordinary act of everyday life, altogether removed from any corrupt intention. And he went somewhat further than this, and where voters came into a public house, and an agent of the candidates under what was called "a sort of pressure," ordered them beer, held that this was not corrupt treating. This shows clearly enough that the giving of refreshment to come within the definition of treating must be a free act on the part of a candidate or his agent with a view to influencing the election, and not merely for the purpose of doing a neighbourly act during an exciting contest on which everybody must have a side.

We have now to look at what is corrupt treating under the 4th section. It was first laid down by Baron Martin, and borne out by the other Judges that a thimbleful of drink given corruptly would vitiate an election. An important preliminary question on this head arose in the *Youghal* petition, namely, whether treating before the dissolution of Parliament would affect the return. No express decision was given by the learned Judge, but he said sufficient to lead us to infer that he would have decided in the affirmative. This, indeed, was the view taken by the Court in banc, the judgment being that "any person who shall be elected, or who shall be nominated, or who shall have declared himself a candidate, after the issuing of the writ or dissolution, who shall at any time, though before the dissolution, do the acts mentioned in the section, he is guilty of the offence of treating."

(To be continued.)

TREASONABLE OATHS.

At this moment, when treason is openly and even ostentatiously proclaimed in Ireland, not by the lowest class alone, but by Members of Parliament, the oath taken by those initiated into the Ribbon Society, of which the Fenian brotherhood is the direct descendant, will be read with curiosity and interest, possibly with profit. In the eyes of these conspirators the end so justifies the means, that they do not scruple to swear that they will assassinate their opponents whenever an opportunity presents itself, and that they will perjure themselves for the protection of their fellows and the promotion of their common purpose whenever the law shall attempt to lay its hand upon any of them. This startling document sufficiently explains why and how it is that murder has impunity in Ireland, and why nobody will tell what everybody knows. We are indebted for this timely document to the *Pall-Mall Gazette*.

"I (A. B.) hereby agree to become a true and loyal member of this society, and I solemnly swear before Almighty God to be true and loyal to the brotherhood, and to each member of the same; and I will be obedient to my committee and superior officers, and agree to all their articles, laws, rules, and regulations that have been since the commencement, and all amendments added thereto, and to perform all duties imposed on me with loyalty, faith, and fidelity, and I swear that

neither hopes or fears, rewards or punishments, shall induce me to give evidence against any brother or brothers for any act or expression of theirs done or made collectively or individually. And, in pursuance of this obligation, I swear to aid as best I can, with purse and person, any brother or brothers who may be in distress; and I further swear to owe no allegiance to any Protestant or heretic sovereign, ruler, prince, or potentate, and that I will not regard any oath delivered to me by them or their subjects, be they judge, magistrate, or else, as binding. And I swear to aid as best I can any brother or brothers who may be on trial for any act or expression of theirs, before magistrate, judge, jury, or else, and to be ready at all times to aid by every means in my power to assist in procuring his or their liberation, and, if myself a witness, to disregard any oath delivered to me on such occasions by judge, jury, magistrate, counsel, clerk, lawyer, official, or else; and that I will not regard such oath as binding. And in revenge for the sufferings of our forefathers, and protection of our rights, I further solemnly swear to aid as best I can in exterminating and extirpating all Protestants and heretics out of Ireland or elsewhere; to hunt, pursue, shoot, and destroy all Protestant or heretic landlords, proprietors, or employers; and also to hunt, shoot, pursue, and destroy all landlords or proprietors belonging to the Church of Rome should he or they evict his or their tenants from any house, land, home, or holding of theirs. And I further solemnly swear to aid as best I can in burning down, sacking, and destroying all Protestant or heretic churches or places of worship, and all houses used as such by members of different heretical denominations in this country, and to level the same to the ground.

"I also solemnly swear to have no intercourse, communion, or trade, neither to buy or sell, barter or exchange, give or take, or have any dealings whatever with said Protestants or heretics, unless on such occasions as cannot be avoided.

"I also swear to defend the farmer, the poor man, the widow, and the orphans of any brother or former brother against the oppression of the landlords and the tyranny of the Saxon laws; and I further solemnly swear to do all in my power to procure the independence of Ireland, and aid as best I can in allowing none but Irishmen to possess Irish land, and Ireland for the Irish.

"I also solemnly swear to shoot, destroy, hunt, and pursue to death any former brother who may turn informer or traitor, or who may refuse to perform any duty ordered by his committee or superior officers, or any duty which may fall by lot or otherwise to execute. And I agree that my person shall be at all times at their service to go wherever required or do whatever sent, and also to aid by every means in my power any brother or brothers of this society executing the orders of other committees or officers belonging thereto, though not in my district; and to aid as best I can he or them in the performance of their duty.

"And I most solemnly swear to keep all secrets, pass-words, signs, orders, or otherwise belonging to this society, and that I shall never divulge the same by word of mouth, or otherwise; and I swear neither to mark, write, or indite with pen, pencil, stone, chalk, or other mineral or substance above or under wood, above or under water, above or under land, above or under air, on the sea or elsewhere, or to use therewith any substance whatever above or under, &c., be it herb, shrub, tree, wood, liquid, mineral, or else, above or below this earth, above or under, &c., or to use therewith any liquid, marking fluid, ink, or any marking substance whatever, above or under, &c., in the sea or elsewhere, to betray or inform of any signs, secrets, passwords, orders, doings, actions, or expressions that have been, that are being, or that will be belonging to this brotherhood."

DIGEST OF SHIPPING LAW CASES.

FROM 1860 TO 1864.

Edited by F. O. CRUMP, Esq., Barrister-at-Law.
(Continued from page 384.)

COSTS (continued).

9. *Collision—Exemption of the Crown from costs.*—The Court of Admiralty has no power to enforce a decree against the Crown, and therefore is not justified in condemning the Crown, simply on the ground that it would be unwise for any court to make a decree which it cannot carry into effect. The co-plaintiffs, the commander and crew of a Queen's ship, in a collision suit, were, however, condemned in costs, the court believing that the Admiralty would indemnify their officers. The practice as to costs in such cases fully considered with reference to 18 & 19 Vict. c. 90: (*The Leda*, A. C. Dec. 9, 1862, and Jan. 20, 1863; 1 Mar. Law Cas. 298; 7 L. T. Rep. N. S. 864; 9 Jur. N. S. 208; 32 L. J. 58.)

10. *Salvage—Steamer—Tender of 150L. over-ruled, and 400L. awarded—Costs given.*—A ship abandoned her own voyage, and postponed the

more immediate interests and purposes of her owners and employers, for the service of a crippled ship, and carried her successfully into harbour. The former ship, eager to clear a broken hawser, leaped it with her propeller and strained her machinery. This latter fact was taken to be evidence of seal under the circumstances, and the property saved being worth 12,500*l.*, the court awarded a sum of 400*l.* to the salvors, together with their costs, overruling a tender of 150*l.*; and upon an appeal to the Court of Delegates, the judgment of the Court of Admiralty was affirmed, each party to bear their own costs: (*The Nimrod*, A. C. Ireland, Feb. 10, 1862; 1 Mar. Law Cas. 373; Judgment affirmed by Court of Delegates, 8 L. T. Rep. N. S. 893.)

11. *Practice—Inevitable accident.*—When a collision arose, or there is a strong probability that it does, from inevitable accident, as a general rule no costs will be given. Where there are exceptional circumstances the court will look into them and condemn the plaintiff in the costs if the justice of the case so requires: (Cases relied on, the *Itinerant*, 2 W. Rob. 244; the *Ebeneser*, 7 Jur. 1118; the *London*, A. C. June 2, 1863; 1 Mar. Law Cas. 398; 9 L. T. Rep. N. S. 348; 9 Jur. N. S. 1380.)

12. *Bottomry.*—The decision of a registrar and merchants as to reasonableness of agency commission on value of ship and cargo does not altogether depend upon the custom of the place where the bond was given, but the custom of such a charge being made is to be considered in ascertaining if the charge is fair. Pleas as to fairness of charge admitted, but party failing in proof will be condemned in costs: (*The Laurel*, A. O. Nov. 3 and 16, 1863; 1 Mar. Law Cas. 405.)

13. *Jurisdiction of Admiralty Court to give costs and damages—Valuation.*—The court will give costs where a ship has been arrested in a suit by salvors, although jurisdiction is taken away by a valuation made subsequent to the commencement of the suit proving the value of the property saved is below 1000*l.*; (*The Kate*, A. C. Jan. 26 and Feb. 2, 1864; 1 Mar. Law Cas. 421.)

CARGO.

(See Charter-party.)

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1. *Sale of cargo free on board, including freight and insurance—Sufficiency of insurance.*—It is not necessary that insurance on cargo should be of an amount sufficient to cover freight. The policy should be effected with reference to the value at port of shipment, not at port of discharge. It is a question for the jury whether a policy of insurance tendered was a shipping document within the terms of a contract as to payment being made on production of "usual shipping documents": (*Tamaco and others v. Lucas and others*, Q. B. May 4, 1861; E. C. June 16, 1862; 1 Mar. Law Cas. 66, 231; 7 Jur. N. S. 1100; 1 B. & S. 185; 30 L. J., N. S., 234; 6 L. T. Rep. N. S. 697; 31 L. J. 296, in error.)

2. *Claim for damage—Set-off.*—A plaintiff having sued in respect of damage to the cargo by reason of the negligence of the crew, the defendant pleaded, as a set-off, that the plaintiff had illegally deducted from the freight and primage a sum greater than the amount of the alleged damage. It was held that the Admiralty Court Act (24 Vict. c. 10) did not confer upon the court jurisdiction to try this issue. The practice of the American courts referred to (*Parsons on American Maritime Law*, vol. 1. p. 178): (*The Don Francisco*, A. C. Dec. 3, 1861; 1 Mar. Law Cas. 169.)

3. *Foreign ship—Arrest—Damage.*—A foreign ship is not liable to arrest for damage to goods by fire through negligence before transshipment into another vessel, by which the goods arrived in this country: (*The Ironsides*, A. C. Feb. 26 and March 4, 1862; see No. 8 hereof; 1 Mar. Law Cas. 200; 6 L. T. Rep. N. S. 59; 31 L. J. 129.)

4. *Damage to goods—Improper stowage—24 Vict. c. 10, s. 6—Master the agent of shipowner—Practice—Reference to registrar and merchants—Schuster v. McKellar.*—A shipowner is *prima facie* responsible for damage to goods through bad stowage. A shipper of goods is justified

in supposing the master to be the agent of the shipowner alone, where the charter-party does not divest the shipowner of possession and make the charterer owner *pro hac vice*. Practice of court to refer amount of damage to registrar and merchants. Case of *Schuster v. McKellar*, 7 C. & B. 704, distinguished. Construction to be put upon 24 Vict. c. 10, s. 6, stated: (*The St. Cloud*, A. C. July 28, Nov. 28, 1862, and Jan. 13, 1863; 1 Mar. Law Cas. 369.)

5. *Lump freight—Expenses of discharging and re-shipping cargo—Improper stowage—Stevadors employed by charterer—Action for balance of freight—Arrest of ship—Set-off—Statute of Limitations.*

—Goods were shipped from London for San Francisco, Victoria, and Vancouver's Island. Freight, at a lump sum, was payable half in London and half in certain proportions at the ports of destination. The expenses of unloading and reloading cargo at San Francisco, in order to get at the goods intended for that port, which was necessary partly by reason of the improper manner in which it had been loaded by the stevadors employed by charterers at ship's expense, were held to be chargeable against the shipowners. But charterers were held not entitled, in an action against them for balance of freight, to plead the settlement of these expenses as a part payment of freight although the captain, in consequence of a threat of the ship being arrested, had signed at San Francisco an agreement to deduct these disbursements, advanced by the mutual agents of the shipowners and charterers, from the freight. Where the parties settle an account of moneys due, and each has cross-items allowed in such account, they may be treated as payments, so as to take the case out of the Statute of Limitations. It was admitted that the plea of set-off was not applicable: (*Roberts v. Shaw*, Q. B. May 23, 1863; 1 Mar. Law Cas. 351; 8 L. T. Rep. N. S. 634; 10 Jur. N. S. 147; 32 L. J. 398, Q. B.; 4 B. & S. 45.)

6. *Expenses of shipping cargo—Liability of several cargoes.*—The charterers of certain vessels for the conveyance of deals under one entire contract having incurred various expenses in removal, shipping, and insuring the cargoes under the contract, were held entitled to a lien for such expenses: (*Young v. Neill*, Rolls Court, May 22, 1863; 1 Mar. Law Cas. 368; 9 L. T. Rep. N. S. 9; 9 Jur. N. S. 976; 32 Beav. 529.)

7. *Freight—Liability of charterer—Continuing voyage.*—A ship was chartered for a lump sum of freight, and a general cargo was put on board by different shippers. The voyage having been broken up by the sale of the cargo an action was brought against the charterer for the chartered freight. The questions were left to the jury whether there was a possibility of carrying a substantial part of the cargo to its destination; or whether the damage was so great, and the delay necessary to set it right such that the voyage could not reasonably be continued: (*Blasco v. Fletcher*, C. B., Jan. 17 and 20, and July 6, 1863; 1 Mar. Law Cas. 390; 14 C. B., N. S., 147; 9 L. T. Rep. N. S. 169; 9 Jur. N. S. 1105; 32 L. J. 284, C. P.)

8. *Jurisdiction—Admiralty Court Act 1861, s. 6—Remedy of consignee against ship for short delivery of cargo.*—Under the Admiralty Court Act 1861, s. 6, the consignee of a cargo has his remedy against the ship after arrival at an English port for non-delivery of part of cargo when the remainder of it has been brought forward in the vessel from the port of shipment. In the case of the *Ironsides* this condition was not satisfied, transshipment having taken place. See No. 3 hereof: (*The Danzig*, A. C., July 14, 1863; 1 Mar. Law Cas. 392; 32 L. J. 164.)

CHARTER PARTY.

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1. *Transshipment—Authority of captain to give lien for freight—Ship incapable, by damage, of proceeding on voyage.*—Where a cargo is necessarily transhipped into another vessel, the master is bound to make the best bargain he can in regard to the new rate of freight. Held, therefore, that when the captain was able to engage a ship to convey the cargo for 40*l.* a ton from a port at which the original ship had become incapable by damage through sea perils of proceeding on the voyage, he could not give a lien on the cargo for freight at 70*l.* a ton, but only for the amount of freight due to him on his original contract less the advances which had been made by the charterers. Being able to forward the cargo at less than the original freight according to charter-party, the difference should go to the benefit of the shipowner: (*Matthews v. Gibbs*, Q. B. Nov. 19, 1860; 1 Mar. Law Cas. 14; 3 L. T. Rep. N. S. 557; 7 Jur. N. S. 186; 30 L. J. 55.)

2. *Agent's liability—Shipment of cargo—Regulation.*—A contract was entered into by agents of parties resident abroad to ship without any liability for anything done either before, during, or after the shipping. The defendants were sought to be charged with unreasonable delay in shipping; but it was held that this came within the terms of the contract: (*Milvain and others v. Peres and others*, Q. B., Jan. 18, 1861; 1 Mar. Law Cas. 32; 3 L. T. Rep. N. S. 736; 30 L. J. 90, Q. B.)

2a. *Construction of letter—Liability for loss on re-charter.*—Ship chartered from Taganrog at 60*l.* per ton, contract with a London firm to re-charter her on speculation. When she loaded at Taganrog freights had fallen to 46*l.* a ton. Goods were shipped by the re-charterers on their own account. Charterers held liable for the loss on value of cargo by being shipped at 60*l.* instead of 46*l.*: (*Yeames and others v. Lindsay and others*, C. B., Jan. 23, 1861; 1 Mar. Law Cas. 33; 3 L. T. Rep. N. S. 855.)

3. *Bill of lading freight and chartered freight—Lien—Bill of lading passing into hands of third party—Small v. Moates—Gledstanes v. Alton.*—The bill of lading freight was less than the charter-party freight, and the charterer's agents claimed to have the goods delivered to them upon payment of the bill of lading freight. In an action the lien of the shipowners for the chartered freight was sustained. Cases relied on by the court—*Small v. Moates*, 9 Bing. 578; *Gledstanes v. Alton*, 12 C. B. 202. This case was held distinguishable from those where the bill of lading passes into the hands of a stranger without notice of the terms of the charter-party: (*Kerr v. Deslandes*, 3, 4, and 6, 1861; 1 Mar. Law Cas. 156; 5 L. T. Rep. N. S. 349; 8 Jur. N. S. 194; 30 L. J. 297, 10 C. B., N. S. 205; see Dig. of Mar. Law Cases, 1837 to 1860. No. 1193.)

4. *Construction of clause "to proceed with all convenient speed"—Representation or warranty—Ollive v. Booker—Dimesch v. Corlett.*—A clause contained these words, "Now in the port of Amsterdam, to proceed with all convenient speed." A question was raised whether it was a representation, or a warranty and a condition precedent to performance of the contract, and it was held to be for the judge to construe with reference to surrounding circumstances and the intention of the parties, irrespective of subsequent events. Definitions of representation and warranty. Cases relative to warranty to sail by a certain day noticed. Numerous cases commented on by the Exchequer Chamber. The present decision governed by *Ollive v. Booker*, 1 Ex. 416, and not in conflict with *Dimesch v. Corlett*, 12 Moo. P. C. 199: (*Behn v. Burness*, Q. B. Jan. 21, 1862; E. C. Nov. 26, 1862 and Feb. 24, 1863; 1 Mar. Law Cas. 178, 329; 5 L. T. Rep. N. S. 670; 31 L. J. 73; 8 Jur. N. S. 358; 8 L. T. Rep. N. S. 207; 9 Jur. N. S. 620; 32 L. J. 204; see Dig. of Mar. Law Cas. 1837 to 1860. No. 353.)

5. *Non-liability of charterers for lump freight—Part cargo taken out and not reshipped.*—On a charter-party providing for a ship to proceed to her loading port, or "so near thereunto as she may safely get," the charterers were held not liable for a lump sum of freight specified in charter-party, nor in damages for refusal to re-ship cargo, the vessel having sailed, but being unable to cross the bar from insufficiency of water. The master discharged part of the cargo to float the ship off the ground, put on board again only as much cargo as would reduce the draught of water sufficiently, and offered to re-ship the remainder by means of

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ELECTION LAW.

NOTES OF NEW DECISIONS.

SCRUTINY—PROCEDURE—BRIBERY.—Where several points are reserved on a scrutiny, and the scrutiny, allowing that all the votes concerning which decision was reserved in favour of the petition, nevertheless is abortive, it is open to the judge to withhold altogether his decision at his discretion. It was alleged against the respondent H., that he bribed personally by promising the wife of a voter land and a cow if her husband voted for him. This was denied by the respondent: Held, that under such circumstances it must be assumed that the wish of the woman was father to the thought, and that she construed the ordinary politeness of a candidate towards the womankind in the house to be an assent not to anything she asked for, but to something that she had very strongly in her mind a desire to get. It was attempted to prove that a promise had been made to a ragman by an agent that he should have his rags; and general evidence was given of various promises as to land: Held, that in deciding upon such evidence the judge ought to have reasonable assurance that there really was a bribe held out, or promise of some particular benefit to the voter in case he voted or abstained from voting; and he ought to be sure that general, and very often exaggerated commendations of the wealth and liberality and other qualities of the candidate have not been tortured by the particular witness into a promise of some special benefit for himself. Everything is corrupt which has a tendency to influence a man's mind with reference to mere lucre. An unsuccessful attempt to intimidate will defeat an election. It was alleged that C., a member of the congregation of a dissenting minister, told the latter that he should give up his pew unless the minister voted for the respondent: held, that had this been made out, it would have been intimidation within the 5th section of 17 & 18 Vict. c. 102. Where the agency of any person is disputed, and there is a scrutiny, it should be put forward prominently in the course of the scrutiny, and not left vague, to be considered by the judge subsequently: (*Northallerton Election Petition*, 21 L. T. Rep. N. S. 110. Willes, J.)

SCRUTINY—AGREEMENT TO PAIR OFF.—It was agreed between two voters of different politics that neither would vote. Late on the polling day it was falsely represented to one of them that the other had voted, and he accordingly went and voted. By the 5th section of the 17 & 18 Vict. c. 102, anyone who shall by any fraudulent device or contrivance . . . compel, induce, or prevail upon any voter, either to give or to refrain from giving his vote at an election, shall be deemed to have committed the offence of undue influence: Held, that pairing amongst voters is not contrary to law, and that there did not appear to have been a fraudulent contrivance within the above section: *Semle*, the device or contrivance must be one by which a man is prevented from voting or induced to vote contrary to his opinions: (*Thomson's Case*, 21 L. T. Rep. N. S. 113. Willes, J.)

SCRUTINY—EVIDENCE.—B. lived at York, but rented a farm in the borough in which he allowed his sister to live. He had rooms at the farm, owned part of the furniture, paid the rent, and visited the house three or four times a year: Held, a good vote: (*Johnston's Case*, 21 L. T. Rep. N. S. 114. Willes, J.)

Whether non-residence after July 25 is a disqualification? *Quære*. Where the non-residence was before the 21st July, and the revising barrister did not deal with the vote, it was retained: (*Ibid.*)

Where the wife only resided in the house it was retained: (*Bilton's Case*, 21 L. T. Rep. N. S. 115. Willes, J.)

PAROCHIAL RELIEF.—The receipt of relief after July 31 incapacitates: (*Ibid.*)

A voter's wife and children were in the work-house, but she had committed adultery. This was held to be an answer so far as concerned the wife, but not as regarded the children: (*Bernley's Case*, 21 L. T. Rep. N. S. 115. Willes, J.)

BOROUGH FRANCHISE—OCCUPATION.—B. claimed in respect of a cowhouse and land, the cowhouse being separated from the land by intermediate fields. His vote was held to have been rightly disallowed: (*Smith's Case*, 21 L. T. Rep. N. S. 115. Willes, J.)

TREATING—CORRUPTION—AGENCY—EVI-

DENCE—BRIBERY AT MUNICIPAL ELECTION.—To act corruptly in connection with an election is to do something which is contrary to the intention of the Act of Parliament. Therefore the giving of meat and drink to be corrupt must be done with the intention of influencing an election generally, as by acquiring popularity, or by inducing a voter to vote or refrain from voting. There is no precise rule by which agency can be determined; but every bit of canvassing and acting for a candidate is evidence to show agency. If a particular corrupt act does not come within the category of acts done by an agent the candidate would not be affected, though the persons corruptly acting had been canvassing the town or speaking on his side. H. was asked by the agent of the candidate to canvass two specific persons. Held, that that would not make him a general agent, so that for anything else he might do the candidate would be made responsible. H. gave a breakfast before the polling, to which the whole town were invited. Everybody was invited to come and have drink there, vehicles were provided to carry voters to the poll, and some were actually so conveyed. On the day of the election the candidates wrote and thanked H. (one of them in the warmest terms) for what he had done. Held, that this went a considerable way, though it was not conclusive, to show that H. had been adopted as an agent to a great extent. H. was also seen canvassing in company with B., a recognised agent of the candidates. Held that this, taken in connection with the above facts, was not conclusive to establish general agency. But it was further proved that committeemen brought voters to H.'s breakfast; that B. had spoken of him after the election as having done much good service. And it was held that all these circumstances taken together so connected H. with the candidates as to cause their election to be voided by reason of the corrupt treating by H. R., a town councillor, gave sums of money to voters who had supported him in the municipal contest. But it appeared that they intended to vote as they did vote: Held, that although this was an improper practice, it could not be said that the votes had been bought for the Parliamentary contest, and that it was not bribery. At a meeting of Parliamentary electors held at a public-house, R. gave a quantity of drink. He said that he gave it because he was asked for it, and because he had been recently elected councillor of the ward: Held, that had this stood alone, the conclusion must have been that R. acted with a corrupt intention. In the bribery particulars 183 cases were put down. On five only evidence was given, and they failed. It was therefore held that, although the petitioners had succeeded, each party should bear their own costs. The court refused to separate the costs, and to give the petitioners the costs of the cases of treating which had been established: (*Hereford Election Petition*, 21 L. T. Rep. N. S. 117. Blackburn, J.)

WOMEN AND THE MUNICIPAL FRANCHISE.

"STUFF-GOWN" writes as follows to a local paper:

There is a great deal of talk in all parts of the country among those who try to hasten on "new things," whether they be for better or worse, about females sending in claims to be registered as municipal voters under the 32 & 33 Vict. c. 55.

It seems to me that all this talk is premature. I think so on two distinct grounds. In order to explain these, let me cite the 2nd section of the Act—it runs thus: "Nothing in this Act contained shall affect any existing burgess-roll, but every such roll shall continue in force until the 1st Nov. 1869." I ought further to add that by other sections of the Act, persons may be enrolled after one (instead of three) year's occupation with rating, by the express words of the statute, and that inferentially females may be registered on the roll.

The first question which arises upon this section is, whether the word "until" includes or excludes the day named. And on the meaning of this word most of the combatants rest their contention as to whether women are to vote next November or not. Those who say they are, contend that "until" means "up to," or "down to," and not "during" the day named.

On this point there are numerous decisions of the Superior Courts which establish these two propositions, viz., that if until a particular day is given to do anything, such day is included, but if an act is not to be done until after a certain time, the time or day named is excluded. Now, here,

if the statute had said until after the 1st November, no question could have arisen as to the females voting on that day. Still, notwithstanding the omission of the word "after," I think the weight of authority as regards the question so propounded is against them.

But the Act is one that regards registration rather than voting; wherefore the time of its operation should have reference rather to the time of registration, or revision of registers, than the day of elections.

If the Act had not been passed, the existing burgess-rolls would have been, as usual, revised this year, according to the law as it was six months ago.

When the statute says "any existing burgess-roll shall continue in force until the first day of November 1869" it cannot mean that the roll existing on the 2nd Aug. 1869 (the day that the Act received the Royal Assent), should do duty (without revision) on the 1st Nov. 1868, as it had done on the 1st Nov. 1869; for that would have been too absurd for the most Radical Parliament. Of course it meant that in the early part of October the rolls should be revised as heretofore in accordance with the old law; by erasing the names of deceased or departed burgesses, and inserting the names of new claimants being males, who had been householders for three years.

But, if in October next, the names of females were then added to the existing burgess-rolls, how could it be said that nothing in this Act contained affecting existing rolls? Such change could only be effected by virtue of the new statute, and if done in October, it would be in contravention of the words "until the first of November" whatever those words may mean, to a day or two.

It appears to me abundantly clear by the express (if ambiguous) words of the statute—ambiguous as to one day, that neither one year's residents, nor females can affect the current year's burgess-roll by their presence on the register.

By the general law the register can be altered, changed, or affected by the introduction of fresh names only on the revision which takes place before the 15th October. It can be changed, altered, or affected by the introduction of females, or one year's residents, only by virtue of something contained in the new Act, which same Act says that nothing contained in it shall affect any burgess-roll until the 1st November; therefore it cannot be so affected on the 15th October; and therefore the names of females cannot be put upon the roll at the next revision.

As a corollary from the above, I may state that one year's residents cannot be put upon the burgess-roll or municipal register, before some revision to be had either on or after the 1st November next.

These opinions appear to me almost mathematical truths, decisions with regard to which neither sentiment, nor interest, nor prejudice have had anything to do. I would not wrongfully endeavour to keep my countrywomen for an hour from the enjoyment of any right which they have a claim to possess.

THE REGISTRATIONS.

WESTMINSTER.

Mr. Francis Henry Bacon, the barrister appointed to revise the list of voters for members to serve in Parliament for the city and liberty of Westminster, opened his court for that purpose on Wednesday morning in the Lords Justices Court, Westminster.

Mr. J. C. Armstrong, Mr. J. D. Malcolm, and Mr. W. Bennett (Westminster Constitutional Association), represented the Conservatives; and Mr. Price, solicitor and agent to the Liberal Association, appeared for the Liberals.

Proof of the payment of assessed taxes is still necessary.

Several names were expunged in consequence of the nonpayment of assessed taxes. The overseers, it appeared in some instances, had not called for the return, and when asked by the revising barrister were unable to say whether the taxes were paid or not, as they had thought it unnecessary under the new Act.

The Revising Barrister said that the new Reform Act did not apply to the old franchise.

It was stated that the vestry clerks of the various parishes had agreed amongst themselves that the return of assessed taxes defaulters was unnecessary.

The Revising Barrister said that a party of vestry clerks could not agree amongst themselves to repeal an Act of Parliament, and he should require proof of the payment of assessed taxes for the old franchise as much now as before the new Act was passed.

FINSBURY.

Claim in respect of solicitor's offices disallowed.

An application was made on behalf of Mr. Kennedy, solicitor, of Chancery-lane, who sought to

be placed on the list of lodgers, his claim being in respect of his offices.

The Barrister.—He does not lodge there. The qualification is for where a lodger lives. It seems that Mr. Kennedy has no qualification as a lodger.

The Applicant.—I desire that you should make it an occupation otherwise than as a lodging.

The Barrister.—If he is not living there how can I do that? I should be altering the fact were I to do so, and not amending his claim. He is not qualified, and no amendment that I can make would alter that fact.

The Applicant said that would shut out an immense number of those occupying offices.

The Barrister.—He (Mr. Kennedy) is not qualified as a lodger, and you say he is not rated, therefore I cannot allow the claim. The Lord Chief Justice has decided that a solicitor's office is a counting-house, and the occupant can claim to be rated, and put on the householders' list, but Mr. Kennedy has not done this.

Claim disallowed.

Claim of a lodger who let a bed disallowed.

Wm. Chilton, the occupier of rooms in Silver-street, Bloomsbury, claimed to be put on the lodger list.

In answer to the Revising Barrister, the claimant said he let a bed.

The Barrister disallowed the claim, as lodgers who let lodgings were not entitled to vote. They were, in fact, joint occupants, and the Act only enfranchised sole occupants.

CHELSEA.

Where it is objected that a claimant is an alien, he must attend personally to prove naturalisation.

A foreigner renting a studio in Thistle-grove, was objected to owing to his being an alien, and no one appearing to give evidence of his naturalisation.

Mr. Gilbert argued in reference to this case that the claimant should be present personally in support of his claim.

The Revising Barrister ruled that that would not be a fatal objection, and read, in support of his ruling, the 40th section of the Act, which stated, "where the name of any person inserted in any list of voters shall have been objected to by the overseers or by any other person, and such other person so objecting shall appeal by himself, or by some one on his behalf, in support of such objection, and shall prove that he gave the notice or notices respectively required by this Act to be given by him, every such barrister shall then require it to be proved that the person so objected to was entitled, on the last day of July then next preceding, to have his name inserted on the list of voters in respect of the qualification described in such list, and in case the same shall not be proved to the satisfaction of such barrister, or in case it shall be proved that such person was then incapacitated by any law or statute from voting in the election of members to serve in Parliament, such barrister shall expunge the name of every such person from the said list."

EAST SURREY.

Overseers' objections.

During this revision *Chevallier* complained of overseers making objections which it was not within their province to make, but were party objections, and also that the parties objected to not having had notice served on them, were not present, prepared to support their votes.

The Revising Barrister said he considered it a great hardship on the parties objected to not being served with notice, and expressed a very strong opinion that notice should be served by the overseers on the parties, the same as was done by the agents on both sides.

It is necessary to state in the new lists only those who have become entitled since the last revision.

A question was raised on Tuesday at Camberwell, and partly gone into, but was adjourned till Wednesday, at Croydon, where it was resumed, and a long argument ensued, the same point affecting the majority of parishes in that revision. In the parish of St. Giles's, Camberwell, the overseers, in making out their list of voters, did not include in that list persons who were entitled to vote of the rateable value of 12*l.*, but published a separate list.

Chevallier contended that the Reform Act of 1867 provides that the register should contain a list of owners and occupiers, and also a separate list of each year of all upon whom the right to vote was conferred by that Act; and that this latter list should comprise the names of all so entitled in each year. And inasmuch as the list of ratepayers of this parish comprised only those who had become so entitled since the last revision, therefore the names in the prior list must be struck out.

Sidney Smith contended that by the Registra-

tion Act (6 Vict. c. 18), from which he quoted and commented, these lists were sufficient.

Chevallier.—And "shall be annually made anew" are the words of the Act.

Sidney Smith.—It is a blunder on the part of the draftsman of the Government.

The Revising Barrister.—There is a difficulty there, certainly.

Chevallier.—After the 31st Dec. the old lists must be expunged; and all that the ratepayers of a county have to do is to look at the entire new list and see that it is correct. *De facto* a county list is the same as a borough list, and is done for after a certain time.

The Revising Barrister.—I have considered this important question, and shall rule that these lists are sufficient; but I shall be most happy to grant a special case, as I consider it a case of most vital importance. I consider the law just sufficient to carry me over in the opinion I have arrived at, and I think I ought to take a liberal view of the Act, but I have very considerable doubt about it. The point ought to be set at rest for ever. The Act of 6 Vict. c. 18, certainly helps me in the decision to which I have arrived.

Sidney Smith.—I contend that this court is not in a position to act in the matter at all, as no person is objected to. No doubt the overseers have acted upon the opinion of the Clerk of the Peace.

The Revising Barrister.—This point is of great importance, as it would lead to the disfranchisement of so many electors if these lists are decided to be null and void. I shall be only too happy to grant a special case if I can.

The revision of the parish of Croydon was then proceeded with, and the objections to the old list gone into, many of which were jointly agreed to.

THE NEW COMPOUNDING ACT.—On Wednesday the Act of last session as to tenants for short periods paying the poor-rate and deducting the same from the rent took effect. Landlords may now compound for the rates, and vestries, previously to the 29th inst., could enter into arrangements with the owners of small tenements.

ESTATE AND INVESTMENT JOURNAL.

STOCK AND SHARE MARKETS.

Thursday.

The English funds continue dull notwithstanding Lord Clarendon's declaration as to the continuance of peace, and most of the foreign and railway stocks exhibit a drooping tendency.

The following are the fluctuations of the week:

ENGLISH FUNDS.	Fri.	Sat.	Mon.	Tues.	Wed.	Thur.
Bank of England Stock	239½	...	238	239½	...	240½
3 ½ Cent. Red. Ann. ...	91½	...	91½	91½	...	91½
3 ½ Cent. Cons. Ann. ...	92½	92½	92½	92½	92½	92½
New 2½ Cent. Ann. ...	...	...	...	...	...	...
Do. 3½ do. Jan. 1894.	...	...	...	...	...	...
New 3 ½ Cent. Ann. ...	91½	91½	91½	91½	91½	91½
5 ½ Cent. Annuities ...	...	...	...	...	...	...
5 ½ Cents. 7 Jan. 1873	...	...	...	...	...	...
Ann. 30 years exp.	...	...	...	...	...	...
April 5, 1885	...	...	...	...	...	...
Do. exp. Jan. 5, 1890	...	...	...	...	...	...
Do. exp. July 1890	...	...	...	...	...	...
Red Sea Tele. Ann. 1898	...	...	...	...	...	...
Consols. for Acc. ...	92½	...	92½	92½	92½	92½
India 5 ½ Cent. for Acc. ...	...	...	...	...	...	...
Do. 5 ½ Cent. July 1890	...	...	...	114	...	114
India Stock, July 1890	114½	114½	114	...	114½	...
India Stock, 1874	211½	212	211½	...	212	...
India 4 ½ Cent. 1898	...	...	...	...	109½	...
India Stock, 4 ½ Cent.	...	...	...	...	...	...
1898	...	...	...	...	...	...
India Bonds (100 <i>l.</i>) 4 per Cent.	...	...	...	...	...	...
Do. (under 100 <i>l.</i>) 4 per Cent.	23½	...	23½	...	...	...
Ex. Bills, 100 <i>l.</i> ...	...	...	...	...	...	...
Do. 500 <i>l.</i> ...	...	...	...	...	...	...
Do. 100 <i>l.</i> and 500 <i>l.</i> ...	...	...	...	...	...	...
3 ½ c. ...	...	...	...	...	...	...

a June 3 per cent., 8*l.* pm.
b Premium.
c March 21 per cent., 1*l.* pm.
d Ex. div.

e March 21 per cent. per.
f June 3 per cent., 1*l.* pm.
g Premium.

PUBLIC COMPANIES.

RAILWAY COMPANIES.

Caledonian.—The half year's dividend at the rate of 3½ per cent. per annum.

Glasgow and South-Western.—5 per cent. dividend.

Horncastle.—Dividend at the rate of 5½ per cent. per annum.

North British.—Dividends on the preference stocks to the extent of 17*l.* per cent. per annum.

Portpatrick.—A dividend at the rate of 1½ per cent.

East Somerset.—Gross earnings for the half-year 1868*l.*, showing 270*l.* increase. 4 per cent. preference dividend.

Melbourne and Hobson's Bay United.—Dividend at the rate of 7 per cent. per annum.

Midland Great Western.—Dividend at the rate of 5 per cent. per annum on the preference stock, and of 3 per cent. per annum on the ordinary stock.

Monmouthshire.—A 4½ per cent. dividend.
Tenbury and Bewdley.—A dividend at the rate of 3½ per cent. per annum.

BANKS.

Chartered Bank of India, Australia, and China.—A dividend for the half year at the rate of 6 per cent. per annum.

London Bank of Mexico and South America.—8 per cent. per annum dividend.

National of India.—An interim dividend at the rate of 6 per cent. per annum.

Agra.—An ad interim dividend for the six months of 7 per cent.

Bank of Australasia.—Dividend at the rate of 6 per cent. per annum, and a bonus, as additional interest, at the rate of 4 per cent. per annum.

Bank of England.—Dividend of 4½ per cent.

Ionian.—A dividend at the rate of 6 per cent. per annum.

FINANCE, CREDIT, AND DISCOUNT COMPANIES.
Overend, Gurney, and Co. (Limited).—The last instalment, making 20*l.* in the pound, has been paid to the creditors, and the interest on the deferred instalments is all that now remains for the creditors. This is to be paid on the 30th June next.

ASSURANCE COMPANIES.

London Assurance Corporation.—Dividend of 25*s.* per share.

MISCELLANEOUS COMPANIES.

Chartered Gas.—A distribution at the rate of 6 per cent. per annum.

Crystal Palace District Gas.—A new gasholder, 110 feet in diameter, is to be completed next year. The usual 10 and 7 per cent. dividends.

Gloucester Wagon.—Dividend, 10 per cent. per annum.

Metropolitan Railway Carriage and Wagon.—Dividend, 7½ per cent.

Midland Wagon.—The dividend at the rate of 10 per cent. per annum.

Muntz's Metal.—An interim dividend at the rate of 5 per cent. per annum.

Patent Shaft and Axletree.—Dividend at the rate of 15 per cent.

Virginia 5 per Cent. Sterling Loan.—A dividend of 2 per cent. payable by Messrs. Barings on surrender of coupons due on 1st Jan.

Imperial Austrian Gas (Limited).—At a meeting of the shareholders at the offices of Messrs. James, Edwards, Cash, and Stone, the report of the liquidators, which was adopted, showed that the whole of the property has been realised, and the creditors' claims paid in full, leaving a surplus sufficient to pay about 2*l.* 15*s.* per share to the shareholders. A return of 2*l.* 5*s.* per share was declared, leaving a balance against any contingencies. The shareholders expressed themselves satisfied with the liquidation.

REPORTS OF SALES.

NOTE.—The reports of the Estate Exchange are officially supplied in the following list. Auctioneers whose names are registered there will oblige by reports of their own sales.

Thursday, Sept. 18.

By Messrs. FRICKETT and BONS, at the Mart.
Freehold, three houses, Nos. 1 to 3, Prospect-cottage, Dunger-place, Summers-lane, Colney Hatch, producing 41*l.* 4*s.* per annum—sold for 150*l.*
Freehold, 2*ac.* 3*rp.* of building land, situate on the Chas. Southgate—sold for 130*l.*
Freehold house, situate at Southgate—sold for 1200*l.*
Freehold, two timber and weather boarded houses, situate as above—sold for 500*l.*

Monday, Sept. 20.

By Messrs. ELLIS and FOUL, at the Mart.
Leasehold premises, No. 62, Leadenhall-street, let on lease at 100*l.* per annum, term 99 years from 1899 at 70*l.* per annum—sold for 1600*l.*

Thursday, Sept. 21.

By Mr. WALTER DANIEL CROFT, at Gutteray's.
Leasehold family residence, known as Belvedere-house, situate in Apsley-place, Belknap; term 99 years unexpired, ground-rent, 15*l.*—sold for 1200*l.*

Wednesday, Sept. 22.

By Messrs. HURD and SON, at the Mart.
Freehold, two houses, Nos. 3 and 4, Amelia-place, Bexley Heath, producing 36*l.* per annum—sold for 770*l.*
Freehold two houses, Nos. 1 and 2, Amelia-place, Bexley Heath, producing a rental of 22*l.* 15*s.* per annum—sold for 771*l.*
Freehold residence, known as Amelia-cottage, Bexley Heath let at a rental of 30*l.* per annum—sold for 820*l.*
Freehold baker's shop and dwelling-house, let at 24*l.* 8*s.* per annum—sold for 520*l.*

SOLICITORS' JOURNAL.

NOTES OF NEW DECISIONS.

NEGLECT CONDUCTING TO ADULTERY.—The wilful neglect or conduct conducing to adultery contemplated by sect. 31 of 20 & 21 Vict. c. 85, as constituting a bar to divorce, is that which conduces to a woman's first lapse from virtue, and not that which occurs after she has committed adultery: (*St. Paul v. St. Paul*, 21 L. T. Rep. N. S. 106. Div. and Mat.)

PRESENTATION TO THE TOWN CLERK OF BEWDLEY.

At a special meeting of the corporation of Bewdley, held at the Town Hall on Wednesday in last week, a most gratifying and appropriate testimonial was presented to Mr. W. N. Marcy, clerk of the peace for the county, and for many years town clerk of Bewdley.

The Corporation were accommodated with seats upon a raised platform, in front of which were arranged the articles for presentation.

The Mayor said the testimonial spoke for itself, and then proceeded to read the following address:

To William Nicholls Marcy, Esq., Town Clerk of the borough of Bewdley, Clerk of the Peace for the county of Worcester, and Captain of the 5th Worcestershire Company of Rifle Volunteers.

An Address from the Town Council of the Borough of Bewdley.

Sir,—At a meeting of the Town Council of the Borough of Bewdley, on the 3rd Aug. 1868, W. H. Ryland, Esq., Mayor, in the chair, it was moved by the Mayor, seconded by Councillor Whittington London, and resolved unanimously:

"That this council having taken into consideration the services of Mr. Marcy, the Town Clerk, for the long period of thirty-five years, desire to testify their high sense of his professional ability, personal courtesy, sterling integrity, and uniform zeal, as well for the interests of the borough as for the rights and dignities of the council, and hereby requests Mr. Marcy to sit for his portrait, to be placed and remain in the Town Hall, Bewdley.

"That in the event of Mr. Marcy's compliance with the foregoing request, a subscription be opened for the expenses of the portrait, and that any balance of subscriptions over such expenses be devoted to some further testimonial for presentation to Mr. Marcy.

"That this council, with other gentlemen, be a committee for carrying out the preceding resolutions, of which W. H. Ryland, Esq., shall be chairman, J. Nicholls, Esq., J. P., secretary, and A. M. Clinch, Esq., J. P., treasurer.

"That considering the fact that Mr. Marcy has held the office of Clerk of the Peace of the county of Worcester for twenty-five years, has been captain of the 5th Worcestershire Company of Rifle Volunteers since its formation, and is otherwise so widely known and respected, the opportunity should be given to his numerous friends outside the limits of the borough, to join in the intended testimonials, and that they be invited to do so by public advertisement and otherwise.

"That the subscription be limited to 1s. 6d., and be payable to the treasurer or secretary above-named, or to the credit of the subscription fund, at the Bewdley Bank, with which an account shall be opened by the treasurer for the purpose."

The subscription thus originated was liberally responded to, not only by members of the town council and other inhabitants of this borough, but also by many of the magistrates of the county of Worcester, and of your numerous professional and personal friends, as is shown by the list of subscribers presented to you with this address.

The sum so subscribed, amounting to 302. 4s. 6d., after payment for the portrait and incidental expenses, left a balance which has been expended by the committee entrusted with its disposal in the purchase of a silver salver and soup tureen, and a dinner service of Worcester porcelain, of which in the name of this council and of the subscribers generally, we hereby beg your acceptance as a small token of the sentiments expressed in the resolutions of this council of the 3rd Aug. 1868, already recited.

We beg at the same time to thank you for sitting for your portrait, and allowing it to be placed in the Town Hall, where it will, we anticipate, appear in its permanent position for the first time when this address is publicly presented to you.

We rejoice in the general opinion that the artist has achieved a very faithful likeness, which will preserve your present familiar features in the present memory of the youngest of those who now know and respect you, and will, we trust, transmit them in honour to many generations yet to come.

But we further rejoice that the occasion of this testimonial is not—as is too often the case—that of your retirement from public life, and we sincerely hope that you may continue to fill for many years each of the honourable offices you now hold, with that credit to yourself and that satisfaction to the public which are hereby emphatically recognised.

Given under our common seal this 22nd Sept. 1869.

The address was beautifully illuminated and printed by Messrs. Day and Son, the eminent lithographers, of London. The presentation service comprised a silver soup tureen and salver, elegantly executed by D. A. Ooper and Son, silversmiths, the Cross, Worcester, and a beautifully executed dinner service in porcelain, executed for the purpose by Mr. Grainger, of Worcester. The salver bore the following inscription:—

"Presented to Wm. Nicholls Marcy, Esq., together with a silver soup tureen and a dinner service of Worcester china, as the surplus of a public subscription originating in a resolution of the Town Council of the borough of Bewdley, Aug. 3rd, 1868, for placing the portrait of Mr. Marcy in the Town Hall, in recognition of his services as Town Clerk of Bewdley for thirty-five years, and as Clerk of the Peace for the county of Worcester for twenty-five years, and as captain of the 5th Worcestershire Company of Rifle Volunteers since its formation.—Whittington London, Esq., Mayor of Bewdley. Sept. 22nd, 1869."

The set of porcelain bore the crest of Mr. Marcy, with the motto "Le Paix et la Liberté de la Paix." The portrait, placed at the lower end of the hall, where it is intended to remain, was at this stage uncovered. The likeness is full length,

and reflects the highest credit upon the artist, Mr. Nicol, of Edinburgh, and late of Worcester.

Mr. Marcy, in rising to acknowledge the presentation, was loudly cheered. He said: Mr. Mayor and gentlemen, or perhaps it would be more proper to say on the present occasion ladies and gentlemen, I suppose a speech is the lowest penalty I must expect to pay for the great honour you have this day done me, by the very flattering address just read, and the costly testimonials by which it is accompanied, and yet, to tell the truth, so incompetent do I feel to make one, or at least one worthy of the occasion, that to escape the penalty I should almost, if I had well weighed it beforehand, have rather waived the honour. What I really wish to say is this,—“I thank you, gentlemen with all my heart. I feel your kindness very deeply. I am well aware that I do not in the least deserve it, but I will try hard to be as little undeserving as possible, and I hope to show my sense of obligation to all of you collectively, and to each of you individually, as long as I live.” But I know you will call me shabby if I put you off with so few and such simple words as these. I must, therefore, try to thank you more fully and particularly. To the town council of the borough, then, my thanks are first and chiefly due, as well for having originated this testimonial, as for the far too kindly terms both of the resolutions of the 3rd Aug. 1868, and of their address this day, assurances of esteem, which enhance tenfold the value of the visible tokens, beautiful as they are, which I see before me; and with the members of the town council I must join my fellow-townsmen at large, who have so generally responded to the appeal, and followed the lead of the council. I trust that hereafter I shall be found to serve more zealously than ever in my public capacity, both the council, and those whom they represent, and also to the best of my private means and abilities be ready to advance the interests of the town, or to do a good turn to any one of its inhabitants. (Cheers.) In glancing over the list of subscribers, I must confess to special pride in the names of the Lord Lieutenant of the county of Worcester, of his able and eminent predecessor, Sir John Packington, and of those honourable and learned gentlemen, the late and present vice-chairmen, and of so many of the more active and distinguished magistrates of the county. It induces me to hope that in the opinion of those best qualified to judge I have shown a desire to discharge my duties in a clerkship of even wider and heavier responsibilities than that of this borough.

After the presentation the members of the corporation were entertained by Mr. Marcy to dinner at his residence. The proceedings were of a private character. The bells from the old church rang merrily during the day in honour of the event.

BANKRUPTCY COURT.

Wednesday, Sept. 29.

(Before Mr. Commissioner BACON.)

Re C. H. CHARLTON.

A renewed application for release out of custody was made by Charles Henry Charlton, described as of 26, Farringdon-street, and of 16, Waterloo-road, attorney-at-law. The bankrupt had been twenty-six years in practice, and he now came before the court with debts stated at about 300l.

It appeared that a former bankruptcy, under which the liabilities were 35,000l., had not yet been disposed of, but the bankrupt explained that creditors for 28,000l., who held security had been satisfied, and that he had done all in his power to discharge the claims upon him.

No further opposition was offered to the application, and the bankrupt's release was ordered.

CREDITORS UNDER 22 & 23 VICT. c. 35

Last day of Claims, and to whom Particulars to be sent.

ATLEY (John), Broad Somersford, Wilts. Nov. 1; Kinneer and Tombs, solicitors, Wootton Bassett.
BENHAM (William P.), St. Leonard's-on-Sea. Nov. 1; J. J. Unwin, solicitor, 14, Warrior-square, St. Leonard's-on-Sea.
BENNETT (Samuel), Bridport. Oct. 11; N. M. Loggie, solicitor, Bridport, Dorset.
BRUCE (James), Sudbury, Suffolk. Oct. 25; R. Ransom, solicitor, Sudbury.
CHERRY (Ralph), Budgey Hall, Salop. Oct. 21; Robert D. Newell, solicitor, Wellington.
CLARK (Rev. J. C.), St. John's College, Oxford. Nov. 5; Booty and Butts, solicitors, 7, Raymond-buildings, Gray's Inn.
COLLIER (William J.), Nabury Hall, York. Nov. 15; W. Coventry, solicitor, York.
CONWAY (Hon. and Rev. Thomas Henry), Boverton, Gloucester. Dec. 1; Dumville, Lawrence, and Co., solicitors, 6, New-square, Lincoln's Inn.
DODSON (Thomas Joseph), 33, Burlington-road, Bayswater. Nov. 20; F. F. Ayle, solicitor, 12, Regent-street, Pall Mall.
FRICK (George), 8, Lambrook, Walcot, Bath. Nov. 15; Stone, Chamberlayne and Co., solicitors, 13, Queen's-square, Bath.
FRASER (James S.), Verandah House, Twickenham-park. Dec. 15; Rixton and Son, solicitors, 124, Cannon-street.
GLAS (Edward), Clapham-common. Dec. 5; Wilde, Humphrey and Co., solicitors, 21, College-hill, London.
GEORGIN (Wm. J.), Hampton-court. Nov. 1; S. W. Riley, solicitor, 3, Grosvenor-street.
GREEN (Joseph), Unthank, Skelton, Cumberland. Nov. 20; T. J. Scott, solicitor, St. Andrew's-square, Penrith.

GREGORY (Jane P.), Cheltenham, Gloucester. Nov. 2; F. Hawkford, solicitor, 14, Royal-square, Jersey.
HARRISWORTH (Henry), Chichester. Oct. 30; Ed. Titchener, Esq., solicitor, Chichester.
HARRISON (Ellen), Penborton, Lancaster. Nov. 1; T. F. Taylor, solicitor, Penborton.
HASSALL (Mrs. Margaret), New Brighton, Chester. Oct. 6; W. Waring, solicitor, South John-street, Liverpool.
HIBBERT (Sarah), Clapham-common, Surrey. Nov. 15; Freshfields, solicitors, 5, Bank-buildings.
HOPKINS (Thos.), Greek-street, Soho-square. Nov. 2; Allen and Son, solicitors, 17, Carlisle-street, Soho.
JACKMAN (Thomas), Floore, Northampton. Oct. 25; C. B. Roche, solicitor, Daventry.
JEWETT (Mrs. Mary), Stamford House, Ashton-under-Lyne. Nov. 10; Earl, Son, Oxford, and Co., solicitors, 44, Brown-street, Manchester.
JOYCE (Frederick), 5, Sion-place, Sion-hill, Bath. Nov. 1; Lewin and Smith, solicitors, 48, Watling-street, London.
LEWIS (Malcolm), 31, Gloucester-gardens, Hyde-park. Oct. 15; Abbott, Jenkins, and Co., solicitors, 8, New-inn, Strand.
MARSH (Benjamin), Colleshill-street, Birmingham. Nov. 1; J. Rowlands, solicitor, Birmingham.
MATTHEWS (Edward), 279, Hackney-road. Oct. 31; Lawrence, Hardwick, and Co., solicitors, 157, Fenchurch-street, E.C.
OWEN (William P. S.), Blaenau, Leicester. Nov. 1; G. H. K. Fisher, solicitor, 4, King's Bench-walk, Temple, E.C.
PARRINEROS (Henry W. P.), 28, York-street, Portman-square. Dec. 1; George Becke, solicitor, 21, Bedford-row, London.
PEPPER (A. B.), Pied Bull, Holloway-road, N. Oct. 18; Hilliers and Tunstall, solicitors, 5, Fenchurch-buildings, E.C.
PERRIS (John Edward), Ross, Hereford. Oct. 30; Alfred Osborne, solicitor, Ross.
POUSCY (Arthur), 8, Holles-street, Cavendish-square. Dec. 31; Dawson, Bryan, and Co., solicitors, 33, Bedford-square.
POWELL (Josh.), 338, Kentish Town-road. Nov. 30; W. Webb, 27, Gresham-street, E.C.
PRATT (Thos.), Atherton, Lancaster. Nov. 1; Holden and Holden, solicitors, 15, Maudslayi-street, Bolton.
REARDON (Albert E.), Marquis of Salisbury public-house, Upper Freeing-street, Islington. Nov. 1; Nash, Field, and Co., 2, Suffolk-lane, E.C.
RICHARDSON (Daniel), Great Leighs, Essex. Nov. 1; Duffield and Bruty, solicitors, 6, Tokenhouse-yard, London.
ROBERTS (Jno.), Rivington-street, Beacon-lane, Everton, Lancashire. Nov. 15; W. H. Moore, solicitor, 34, South John-street, Liverpool.
ROYS (Mrs. Susan Eliza), 5, Brunswick-place, Hove, Brighton. Nov. 1; Garrard and James, solicitors, 13, Suffolk-street, Pall-Mall.
SEVENS (Jno.), Kendal, Westmoreland. Oct. 15; C. G. Thompson, solicitor, Kendal.
SHAKESHAFT (Eleanor), Wellington, Salop. Nov. 24; Isaac Knowles, solicitor, Wellington, Salop.
SHARP (Barthabas), 8, Arthur-street, Darlington. Dec. 1; Dodds and Trotter, solicitors, Stockton-on-Tees.
SHIELDS (Jno.), Redmire, Yorks. Nov. 1; T. F. R. Hammond, solicitor, West Burton, Bedale, Yorks.
SMITH (Edward), Weston-upon-Trent, Stafford. Oct. 15; W. Saben, solicitor, Stone, Staffs.
SMITH (John G.), 10, Sydney-buildings, Bath. Nov. 15; Stone, Chamberlayne, and Co., solicitors, 13, Queen's-square, Bath.
SPENCER (Geo. Fredk.), 50, Chynepond-hill, Chelsea. Nov. 1; Wm. Stuart, solicitor, 14, Ironmonger-lane, E.C.
TOMKINS (Benj.), 29, Ladbroke-square, Notting-hill. Dec. 31; Bannister and Fache, solicitors, 13, John-street, Bedford-row.
VAUGHAN (John), North Riding, Yorkshire. Dec. 1; Dodds and Trotter, solicitors, Stockton-on-Tees.
WALTON (New), New Brompton, Oct. 23; Ruston and Clark, solicitors, Brentford, Middlesex.
WATSON (John), Palmerston-road, Southsea. Oct. 12; J. J. Webb, solicitor, Southsea, Hants.
WEAVER (Marry), Town Walls, Shrewsbury. Nov. 2; C. D. Craig, solicitor, Shrewsbury.
WHALLEY (Rev. Daniel C.), Wenham Magna, Suffolk. Nov. 5; Thos. H. Waller, solicitor, Wainfield, Suffolk.
WILDER (Jas.), Yildfield, Reading. Nov. 1; William Slocombe, solicitor, Abbot's-walk, Reading.
WILKESON (Elizabeth), Russell-street, Bath. Oct. 9; Parker, Rooke, and Co., 17, Bedford-row, London.
WILSHIRE (William), 18, Marlborough-buildings, Bath. Nov. 15; Stone, Chamberlayne, and Co., solicitors, 13, Queen's-square, Bath.
WOOD (Henry Wood), 14, Mincing-lane, London. Oct. 23; F. J. Wood, Nuneston, Warwickshire.
YOUNG (William), Croxton Rectory, Caxton, Cambridge. Oct. 30; J. Young, solicitor, Westridge House, Ryde, Isle of Wight.

UNCLAIMED STOCK AND DIVIDENDS IN THE BANK OF ENGLAND.

[Transferred to the Commissioners for the Reduction of the National Debt, and which will be paid to the persons respectively whose names are prefixed to each, in three months, unless other claimants sooner appear.]

BUTLER (Sir Thomas, Bart.), Ballin Temple, co. Carlow. Ireland. Dividend on 60l. 6s. 4d. Claimant, Thomas Butler.
LAINE (Gordon), Villiers-street, Strand. Dividend on 100l. Consolidated Three per Cent. Claimant, David Gordon Laine.
TILSON (Thos.), Brixton-hill. Dividend on 577. 1s. 6d. New 3l. 10s. Annuitants. Claimants, Sir Thomas Tilson and Mary Ann Hollingsworth.

NEW CHANCERY STAMPS.—All fees under the new Act (32 & 33 Vict. c. 91), are now payable by impressed or adhesive stamps in the Courts of Chancery, Admiralty, and Bankruptcy, or any of the offices thereto.

FEES IN THE COURT OF CHANCERY.—Under the new Courts of Justice Act (32 & 33 Vict. c. 91), which took effect yesterday (Friday), the Lord Chancellor, with the advice of three other judges, and with the concurrence of the Treasury, may, by order, increase, reduce, or abolish any or all the fees, and appoint new fees to be taken in the Court of Chancery.

THE CITY SHERIFFS.—The City sheriffs for the ensuing year—Alderman Causton and Mr. Vallentin—have been sworn into office. Mr. A. J. Baylis, Church-court, Old Jewry, is under-sheriff for Alderman Causton; Mr. James Crosley, Biscuit-lane, is under-sheriff for Mr. Vallentin.

DIVORCE.—Notwithstanding the extreme facility of divorce in the Western State of Indiana, it is doubtful whether the proportion of divorces to marriage there or in any other civilised country is equal to that exhibited by the statistics of the old Puritan State of Connecticut, where the annual

average since 1860 has been one divorce to every ten marriages. Of the New England States, the next to the bad eminence of Connecticut is Vermont, which has an average of one to twenty. Massachusetts has one to forty-four. The State of Ohio has one to twenty-six. The divorce laws of the United States are very various—ranging from the common English law to those which empower judges to decree divorces for “sufficient causes.”

IMPRISONMENT FOR DEBT.—The change made by the legislation of 1869 in the law of imprisonment for debt gives a special interest to recent returns, which show the extent to which creditors have of late resorted to this mode of enforcing payment of their debts. The number of annual commitments to the prisons of England and Wales for debt and on civil process has been increasing in the last few years. In the year ending at Michaelmas, 1865, it was 9443; in the year 1865-66, 10,598; in 1866-67, 11,647; in 1867-68, 12,833—viz., 12,258 men and 575 women. In this last year six counties had above 500 commitments of this class—Cheshire, 514; Derbyshire, 535; Staffordshire, 701; Yorkshire, 846; Middlesex, 1893; Lancashire, 2648. Neither Yorkshire, Cheshire, Staffordshire nor Derbyshire had so many as 30 women sent to prison in the year for debt or on civil process; but Middlesex had as many as 71, and Lancashire 148. In Cornwall 193 persons were imprisoned in the year for debt, and as many as 48 of them were women; and in Surrey the total was 133, and 46 of them, or one-third, were women. Three-fourths of these imprisonments were on county court commitments, the class that makes it so difficult absolutely to abolish imprisonment for debt.

A USEFUL HINT.—The New York correspondent of the *Daily News* has written an elaborate account of the American Safe Deposit Companies, established to obviate the alarm caused by the clever bank robberies which have been effected during the last few years. The account is given as of interest with reference to the discussions on this side as to the security of deeds left with bankers. One of the principal objects of the company is to let out safes placed in a specially guarded building for hire at rates of from 2l. to 8l. per annum, the hirer obtaining facilities for inspecting his property. He obtains a key of his own safe, which he keeps, and of which there is no duplicate, and over the key hole there is a lock or stopper of which the company keeps the key. It is thus impossible for anyone to get admission to a safe of which he has not got the key, and other precautions are taken to secure the owner's identity; and as the building and passages are brilliantly lighted at night, and there are watchmen and strong gates and patent locks, the property seems as secure as can be. The company, however, specially declines any responsibility for the safes thus committed to its keeping; so that the proceeding will hardly meet the complaint in England where property is practically safe in banks against theft, and what is wanted is something more in the shape of “insurance.” This insurance however the company also provides for a charge of 1-10th per cent on the nominal value of deeds deposited with them, or the declared value of sealed boxes of jewellery or plate. It is for some such arrangement that those who complain of the present want of a safe deposit for deeds should work. Bankers would be only too glad to be rid of their present onerous and thankless duty.

THE BENCH AND THE BAR.

A requisition is in circulation among the constituents of Mr. H. B. Sheridan, M.P., calling upon him to place his resignation in their hands. The subscribers to the document state that they have “no confidence in their member.”

It is understood that the Government have again pressed Lord Westbury to accept the vacant office of Lord Justice. When the same offer was made in November last Lord Westbury declined it, on the ground that he was of more use to the public in a judicial capacity in the House of Lords; but on the offer being repeated on the present occasion, and on his being urged by Lord Granville and Mr. Gladstone to reconsider the subject, he replied that, while still entertaining the same opinion—as he wished to act simply with a view to the public good, and without any admixture of personal feeling—he would refer the question to the Lord Chancellor, promising that if he considered he would be of more service as Lord Justice he would accept the office, and that if not, the refusal would rest solely on public grounds. It is believed that the Lord Chancellor, after fully considering the question, has very recently decided that it would not be for the public interest that Lord Westbury should be taken away from the appellate tribunal of the House of Lords, in which his talents are so pre-eminently beneficial. We think that the

public, as well as Lord Westbury, are to be congratulated at this decision, as anything that would tend to weaken the appellate power of the highest court of judicature would be a serious evil at the present time.

MR. DIGBY SEYMOUR, Q.C., AND THE LATE NOTTINGHAM ELECTION PETITION.—Mr. Digby Seymour was present at a gala at the Trent Bridge Ground, Nottingham. A bullock was roasted on the occasion, and the festivities were got up by the friends of the late Sir R. J. Clifton, the proceeds being devoted to the funds now collecting for the purpose of raising a monument to the hon. baronet. Mr. Seymour having helped to carve the bullock, spoke at considerable length, and alluded to the late Nottingham election inquiry. After some remarks, to show that he had done all he could to further the petition, and that the judge, Baron Martin, was evidently adverse to it, Mr. Seymour went on to complain of Baron Martin's judgment. In his (Mr. Seymour's) humble opinion—he uttered it in all sincerity and with the full sense of the responsibility of what he was saying—that judgment could never carry with it the respect of the British community. (Cheers.) With every personal respect for Mr. Baron Martin as a man and as a judge, he said the moment that Mr. Seely admitted that on the ground or pretext that he had a broken hat or a torn coat, he employed 475 “lamb,” the presiding judge ought to have ruled that fact was fatal to the election. (Cheers.)

MAGISTRATE AND PARISH LAWYER.

CAMBRIDGE BOROUGH MAGISTRATES.

Friday, Sept. 10.

(Before CHARLES BALLS, H. H. HARRIS, and MOSES BROWNE, Esqrs.)

THE GUARDIANS OF THE CAMBRIDGE UNION v. PLUMB.

Husband and wife—Inadmissibility of evidence of wife—32 & 33 Vict. c. 38 s. 3.

Upon an information for neglecting to maintain a wife, and leaving her chargeable to the union, the evidence of the wife is not admissible, even although she was proposed to be called to give evidence of adultery, notwithstanding the 3rd section of the 32 & 33 Vict. c. 38.

This was an information charging George Thomas Plumb with deserting his wife and leaving her chargeable to the Cambridge Union.

Fetch for the complainants.

Poland Adcock for the defendant.

From the evidence it appeared that the wife of the defendant became chargeable to the union, and had been deserted by her husband, who alleged as a reason for not contributing to her support, that she had committed adultery with a man named Webb.

Poland Adcock proposed to examine the wife of the defendant as to the alleged adultery, and quoted the 3rd section of the 32 & 33 Vict. c. 38, which enacts “That the parties to any proceeding instituted in consequence of adultery, and the husbands and wives of such parties, shall be competent to give evidence in such proceedings.”

Eaden, clerk to the magistrates, ruled that this was not such a proceeding as the Act contemplated. As he read the Act, it only extended to cases in the Divorce Court.

Poland Adcock contended that, as the adultery of the woman was a good defence (*Reeve v. Ward*, 11 L. T. Rep. N. S. 449), the present proceeding was one contemplated by the Act.

The BENCH, however, refused to admit the wife's evidence, but upon other grounds dismissed the complaint.

SAFFRON WALDEN PETTY SESSIONS.

Saturday, Sept. 11.

(Before W. C. SMITH, Esq., Chairman, Rev. J. COLLIER, Capt. ELLIOTT, and J. HOUBLON, Esq.)

Re TANT.

The Beerhouse Act (32 & 33 Vict. c. 37)—Evidence of character.

Upon an application for a certificate for a beer license, it is not sufficient to produce the certificate of character under the old Act, by which the original licence was obtained, and proof of a conviction for selling beer by unjust measures, and keeping open the house during prohibited hours was held to be sufficient evidence of bad character to justify a refusal of the certificate.

This was an application by S. Tant for a certificate under the provisions of the Beerhouse Act, 32 & 33 Vict. c. 37.

Poland Adcock, for the applicant, handed in a certificate of character under the old Act, signed by five out of six ratepayers of the parish, and contended that this general evidence of good character was sufficient, and that the applicant

was not compelled to obtain a certificate from the clergyman, churchwardens, and overseers as from various causes and obvious reasons, the obtaining of such certificate might be perfectly impracticable.

The CHAIRMAN.—The certificate put in is not in accordance with the rule adopted in this district.

Captain ELLIOTT handed in a paper to the Bench which the applicant's advocate demanded to see, but was refused.

Poland Adcock then called the superintendent of police, who stated that the applicant had kept the house for which he applied for a certificate for four years, and that it was well and respectably conducted. Applicant had been convicted about a year ago for selling beer during prohibited hours and for using an unjust measure. The superintendent had no other complaint.

Poland Adcock, to witness Flood.—Did not the Bench at the last sitting grant a licence to a person named Beatman without a certificate of character?

The CHAIRMAN ruled the question could not be put.

Poland Adcock proposed to ask under what circumstances the conviction for an unjust measure was obtained.

The CHAIRMAN decided that the question was an improper one; but, after some discussion, the clerk made the following note upon the depositions: “That evidence of a former conviction was tendered to prove how the applicant became possessed of the unjust measure, and under what circumstances the drinking within prohibited hours took place, and that the Bench refused to hear such evidence.”

The application for a certificate was refused.

The next General Quarter Sessions for the borough of Portsmouth will be held on Oct. 16. Recorder, Mr. Serjt. Cox. Ten days notice of appeal to be given.

The compounding Act has been adopted in Salford. It has been resolved that all owners of houses of a rateable value not exceeding 8l. per annum should be rated instead of the occupiers, and 25 per cent. was fixed upon as the abatement to compounders. It was stated that 11,000 out of 18,000 householders in the borough would be affected by the Act.

A FREE PARDON.—The Home Secretary has granted a full pardon to Archibald Brown, who was sentenced at the Kingston spring assizes, 1868, to five years' penal servitude for forgery, an offence to which he pleaded guilty. The youth—for he was but sixteen at the time—was the son of a gentleman, now deceased, who resided at Sorbiton, and by means of forged cheques he got a considerable sum of money from Messrs. Shrubsole's bank at Kingston. The condition of the pardon is that the liberated prisoner shall immediately quit England, and remain abroad during the remainder of the five years.

INSUBORDINATION IN THE ARMY.—The report on the discipline and management of military prisons in 1868, by Capt. E. F. Du Cane, Inspector-General, says: “The governors of military prisons generally concur in the opinion that insubordination has increased in the army during the past year, as evidenced by the number of men charged with that offence received at the prisons. The returns for previous years unfortunately do not give that offence under a separate head, and so do not enable the opinion to be tested or the degree of increase estimated, but it is observed that ‘other crimes’ (which in the returns for 1867 includes insubordination as being a crime not specified under a special heading) amounted to 1628 in 1867, and that the three heads under which these crimes are shown in this year's report, viz., breaking out of barracks 689; insubordination, 608; other crimes not included in the foregoing, 733, amount to 2921, being an increase of 393, which appears to justify the opinion.”

At the last meeting of the Maidstone Town Council the town clerk read a letter from the Lord Chancellor, stating that he had been asked to appoint three gentlemen to the commission of the peace for the borough, namely, Mr. George Edmett, Mr. F. W. Cutbush, and Mr. J. B. Green, and requesting that the names of these gentlemen might be submitted to the council for the purpose of ascertaining if there were any valid objections to their being added to the commission. The council, taking into consideration the onerous duties of the present acting magistrates in consequence of the recent deaths of some and the retirement from active life of others, thought that four new magistrates should be appointed. They, therefore, unanimously approved of the list submitted to them, and recommended the addition of the name of Mr. Alderman Clifford. The Lord Chancellor has now intimated to the town clerk that he has appointed Messrs. Edmett, Green, and Clifford; but that Mr. Cutbush being connected with the

local press (the *South-Eastern Gazette*) he is unable to include his name.

THE SPECIAL FISHERY COMMISSION.—The special commissioners, for inquiring into the legality of fixed engines for taking salmon in the rivers and estuaries of England have given their decision on some important claims made before them by Lord Lonsdale and Lord Leconfield in reference to fixed engines on the West Cumberland coast. The Commissioners were Mr. James Paterson (chairman), Captain Spratt, and Major Scott; secretary, Mr. Brady. Lord Lonsdale's claim had been inquired into two years ago, and in December last judgment was postponed (as reported at the time in *The Times*) on the application of the Board of Conservators of the Fishery District, which Board had only then just been formed. The case was accordingly now re-heard, Mr. Jackson, solicitor, of Ulverston, appearing for the conservators to oppose the claim, and Mr. Lamb, solicitor, Whitehaven, for Lord Lonsdale. It was a claim for two stake-nets with traps in them on the sea coast, at the mouth of the river Duddon. The existing nets were proved to be respectively in length 77 yards, 220 yards, and 236 yards. One of these was abandoned. It was proved that Lord Lonsdale was lord of the manor of Millom, in which these nets are situate, and old witnesses and tenants of the fishery proved that the nets had been used in the same locality for as long as living memory could reach back. For the opponents of the claim it was contended that Lord Lonsdale had not a several and exclusive fishery at the place in question, but that the public had exercised the right of fishing there in defiance of any such right. One witness named William Cleasby, aged 75 years, swore that when his father fished it at the beginning of the present century, he being then a boy, the net was a small "baulk" without a trap or anything else in it, and that it merely served the purpose of detaining the fish when the tide ebbed; that, moreover, it was then half a mile from the place where the present stake-nets were placed, and that anybody that chose set their "caddles" or small baulks in the neighbourhood without interruption. In about the year 1806 or 1808 a Scotchman, named Irvine, came to the place, and he was the first to set the trap-net of the description of those now used; but before that time pockets or traps were not used in that part of the country. He remained about three years, and then pulled up his stakes and sold them, and others who succeeded him had imitated his mode of fishing since. It appeared that in the estuary of the Duddon—a wide sandy plain, not much below high water mark—the sands frequently shifted, and the channel consequently varied from time to time. In consequence of this the places where the nets were fixed one year would gradually sand up until the fishery there was quite destroyed, and hence the necessity of moving the nets as the sands shifted and the channel changed. The Commissioners decided that this change in the locality of the nets did not, under these circumstances, destroy the title to them, and while giving credit to the witness Cleasby, they considered the balance of evidence as to the user of these nets to be in favour of the noble claimant. They accordingly gave their decision in favour of the claim to the two nets, and decided that while he made due provision for observing the weekly and annual close time, &c., they were prepared to give him a certificate of their legality. The other cases decided were claims made by Lord Leconfield to a fish garth at Ravenglass, on the same coast, and a stop-net thereto at the mouth of the river Esk. Mr. Saul, solicitor, Carlisle, supported Lord Leconfield's claim by a mass of ancient documentary evidence tracing his lordship's title to the manor of Eskdale (in which the fisheries are situate) as far back as 1209, and bringing the evidence of title and mode of user down to the present day by living witnesses who challenged their memory back for 60 years. The claims to the fish garth were supported so satisfactorily that the Commissioners stopped Mr. Saul, and said it was the strongest case of the kind that had yet been brought before them, and they had no hesitation in saying that he had fully established its legality. They also certified for the stop-net, which is a net fixed on stakes across a tidal channel to stop the fish on the ebb tide, the fish being then taken out with a draught net.

JOINT-STOCK COMPANIES' LAW JOURNAL.

NOTES OF NEW DECISIONS.

PRIVATE BILL.—LOCUS STANDI.—WATERWORKS.—LANDOWNER.—An Improvement Bill, promoted by the Corporation of St. H., among other objects to sanction the extension of their waterworks, was petitioned against by a landowner apprehensive of injury from the abstraction of underground water. It appeared that the pipes of the corporation would be laid along a road, the soil of which belonged to the petitioner,

though the surface had been dedicated to the public: Held (without completing the discussion of the water question), that the petitioner had a *locus standi* on the ground of interference with the soil: *St. Helen's Borough Improvement Bill*, 21 L. T. Rep. N. S. 95. Ct. of Referees.)

WINDING-UP.—CONTRIBUTORY.—A member of a mutual marine assurance association, who had never received a stamped policy of insurance on his own ship was held not to be a contributory: (*Smith's case*, 21 L. T. Rep. N. S. 97. L. JJ.)

RAILWAY.—COMPULSORY POWERS.—A railway company was, by an Act passed in 1865, empowered to take compulsorily certain lands for the purposes of the Act, amongst which was the stopping up and appropriating A. street. The plaintiff, owner of lands adjacent, had no notice of the intention to apply for this Act, nor were his lands included or referred to therein, or in the deposited plans. By an Act passed in 1864, the company were, however, empowered so to take his lands, but solely for the purposes of that Act, amongst which the stopping up of A. street was not included: Held, that the company could not avail themselves of the powers of the earlier Act to take the lands of the plaintiff against his will, in order to apply them to the purposes of the later Act, and an injunction granted by James, V. C. was continued by the Court of Appeal. The company already possessed lands sufficient for the new road, but they were desirous of applying those lands to other objects, and therefore would not avail themselves of them, but it was held by Giffard, L. J. that this fact would have afforded no ground for the interference of the court by injunction at the plaintiff's instance, if the company had determined to take his land for purposes duly authorised by the Act under which they were empowered to acquire it: (*Lamb v. The North London Railway Company*, 21 L. T. Rep. N. S. 98. L. JJ.)

FIRE INSURANCE.—AGREEMENT WITH AGENT FOR POLICY.—SUBSEQUENT FIRE.—B. insured premises in the C. Company through D. an agent, who, without B.'s knowledge, ceased to be such agent, and became agent for the E. Company, and, on B.'s application for a fresh policy, gave him a printed receipt for deposit for a month until the policy could be made out. B. did not at first discover that the receipt was in the name of the E. Company, but when he did he wrote to D. noting the change, and saying that he knew nothing of the E. Company, and should require to be satisfied of its respectability before he could consent to give them the insurance. Before a policy was made out a fire occurred. The E. office had not communicated to B. its acceptance or refusal of the proposal, but refused to pay on the ground that B. by his letter had repudiated the insurance with them. They were justly held to be liable nevertheless: (*Mackie v. The European Insurance Company*, 21 L. T. Rep. N. S. 102. V. C. M.)

REAL PROPERTY LAWYER AND CONVEYANCER.

ELEMENTARY PRECEDENTS IN CONVEYANCING. (a)

A Collection of practical Forms designed for professional Use, and suited to the Emergencies of actual Practice, with Notes.

(Continued from page 386.)

STATUTORY DECLARATIONS (continued).

165. Declaration in proof of a debt to accompany a power of attorney. (b)

Borough of _____, in the county of _____, to wit.

I, A. B., of &c. [declarant], do solemnly and sincerely declare that I carry on the business of a _____ in partnership with C. D., at _____, under the style or firm of "A. B. and Co.," and that Messrs. M. N. and Co., of &c., and the person or persons constituting or composing the said firm are justly and truly indebted to me and my said partner in the sum of £ _____ for [here insert cause of indebtedness accurately and fully, as in a declaration in an action at law] the full particulars whereof, with dates and items are truly and accurately set forth in the paper-writing, or account hereunto annexed, marked A.

(a) By THOMAS WILKINSON, Esq., Liverpool.

(b) The power of attorney to which this declaration has particular reference is Precedent 114, *supra*.

I declare that the prices charged in the said paper-writing, or account are fair and reasonable, and such as are usually charged by _____ in similar transactions, and that the items of disbursement therein mentioned and expressed to have been paid or advanced were paid or advanced as thereby appears. And I declare that the whole of the before-mentioned sum of £ _____ is now justly due and owing to me and my said partner on the account aforesaid; and that neither I nor my said partner, nor any person or persons by our or either of our order, or for our or either of our use, hath or have received any security or satisfaction whatsoever for the same or any part thereof. And I make, &c. [statutory conclusion].

165*. Declaration by the secretary of a building society as to change of trustees.

I, A. B., of &c. [declarant], do solemnly and sincerely declare as follows, that is to say:

1. I am now and have been ever since its establishment at _____ aforesaid, on or about the day of _____ 18 _____ the secretary of the Permanent Benefit Building Society, the rules whereof have been duly certified and enrolled according to law.

2. On the formation of the said society, C. D., E. F., G. H., and I. K. were duly appointed trustees of the said Permanent Benefit Building Society.

3. The said G. H. and I. K. being desirous to be discharged from the office of trustee, respectively held by them in the said society, respectively tendered on the day of _____ 18 _____ their resignation thereof, and they respectively thenceforth ceased to be trustees as aforesaid; and at a general meeting of the said society held on the day of _____ 18 _____ and convened for that and other purposes, the said resignations were accepted and duly recorded in the books of the said society, and the said G. H. and I. K. were respectively removed from the office of trustee in conformity with the rule of the said society (a).

4. The said C. D. and E. F. being the remaining or continuing trustees of the said society did by a writing under their hands dated, &c., in conformity with the rule of the said society, nominate and appoint W. X. and Y. Z., both of &c., to be a trustee respectively of the said society in the place and stead of the said G. H. and I. K. respectively as aforesaid.

5. The said C. D., E. F., W. X., and Y. Z., are the only and present trustees of the said society. And I make, &c. [statutory conclusion.]

166. Declaration in proof of a death.

I, A. B., of &c. [declarant], do solemnly and sincerely declare that I am the lawful widow and relict of the late B. B., of &c., who departed this life at the city of _____, in the empire of _____, on or about the day of _____ 18 _____, and was interred in the Protestant burial ground at _____ aforesaid, and that I saw the said B. B. when dead, and was present at his funeral. And I make, &c. [statutory conclusion.]

167. Declaration in proof of heirship.

I, A. B., of &c. [declarant], do solemnly and sincerely declare and state as follow:

1. That I am now _____ years of age.

2. That on the day of _____ 18 _____, I intermarried with C. D., of &c., spinster, and the ceremony was solemnised at the parochial chapel of St. _____, in _____ aforesaid.

3. That the certificate hereunto annexed marked "A." is a true and proper certificate of my said marriage.

4. That I had four children by such marriage, and no more—viz., B. B., C. B., D. B., and E. B.

5. That B. B., the first of my said children, was born on the day of _____ 18 _____, and died on the day of _____ 18 _____, a bachelor, and of full age, and was interred at the parish church of _____ in the same month of _____.

6. That my second child, C. B., was born on the day of _____ 18 _____, and died when only _____ months old, and was interred in the same grave with his brother B. B. shortly afterwards, and that the certificates hereunto annexed respectively marked "B" and "C" are true and proper certificates of the birth and death of my said son C. B.

7. That my daughter D. B. was born on the day of _____ 18 _____, and died on the day of _____ 18 _____, an infant and unmarried, and was interred at the cemetery, at _____ aforesaid, and that the certificate hereunto annexed marked "D" is a true and proper certificate of the death of my said daughter D. B.

8. That my fourth child E. B. was born on the day of _____ 18 _____, and is the only surviving child of my said marriage; and the certificate

(a) If the alteration have been occasioned by death, this clause may be used in lieu of paragraph 3. The said G. H. died on the day of _____ 18 _____, and the said I. K. died on the day of _____ 18 _____, and such deaths respectively have been duly recorded in the books of the said society.

hereunto annexed, marked "E," is a true and proper certificate of the birth of my said son E. B. 9. That my said son E. B. attained his majority on the day of last. And I make, &c. [statutory conclusion.]

168. Declaration verifying a certificate of baptism, marriage, or death, and the identity of the person named therein.

I, A. B., of &c. [declarant], do solemnly and sincerely declare that the paper writing hereto annexed, marked A, contains a true copy of an entry made in the book for registering baptisms [or marriages or burials], for the parish of , so far as the same relates to the baptism [or marriage or burial] of C. D., of &c. [I having, on the day of carefully examined and compared the same with the original entry thereof in the said book (a)]. And [if so] I further say that I knew [or know], and was [or am] well acquainted with the said C. D., and that he is the same person as named in the said paper writing (b). And I make, &c. [statutory conclusion.]

169. Declaration of the truth of a memorial.

I, A. B., of &c. [declarant], do solemnly and sincerely declare that all the statements contained in [or the contents of] the memorial hereto annexed, and to which I have subscribed my name, are true. And I make, &c. [statutory conclusion.]

(To be continued.)

THE KERNEL OF THE IRISH LAND QUESTION.

The Post says it is not difficult to see from whence the extreme Irish suggestions come, nor to what it is hoped they will tend. The Romish priests located in Ireland do not regard—never have regarded—the Irish Church Bill as a final measure, or as effecting a settlement of any Irish question. That measure would, if allowed scope and freedom, create religious equality. The Roman Church in Ireland, as elsewhere, abhors religious equality. What they seek is ecclesiastical ascendancy, and, so long as there exists in Ireland a great territorial class attached to the Protestant Church, they never can possess it. The surplus revenues of the disendowed and disestablished Church revert to a considerable extent, in one shape or the other, to the land from which they came, and the land will again voluntarily contribute to the support of a Free Protestant Church. The object of the Roman Catholic clergy is beyond doubt now to obtain the transfer of the soil of Ireland from Protestants to members of their own Church, and they think they see in this manipulation of what is mistakenly called the tenant-right question an opportunity of effecting it. England and an English Parliament can never be at one with them, for the supporters of the Papal system will never be content so long as a Protestant proprietor remains in Ireland.

MERCANTILE LAW.

COMPOUND INTEREST.—It is stated that Dr. Franklin's gift of 1000*l.* to Boston in 1791, which was expected by the donor to increase in the course of 100 years to 131,000*l.* had only up to the beginning of this year (seventy-seven years from the date of the gift) increased to 133,493 *dols.* 36*c.* This amount converted into pounds is 27,811. Our readers may be interested to know that the rate at which the 1000*l.* was reckoned to increase to 131,000*l.* in 100 years was 5*l.* per cent. compound interest, and that there would then be a margin of 500*l.* for slight variations in calculating—the exact amount being no less than 131,500*l.* At the beginning of this year the amount should have been 42,812*l.* As it was only 27,811*l.* it follows that the money has only produced 4*l.* 8*s.* 3*d.* per cent. compound interest. At this same rate the amount will only reach 75,000*l.* at the end of the 100 years (twenty-three from Jan. 1 last). The full amount of 131,500*l.* may, however, be realised by obtaining 6*l.* 19*s.* 6*d.* per cent. compound interest for the twenty-three years.

ECCLIESIASTICAL LAW.

DISESTABLISHMENT IN WALES.—A petition to the Prime Minister praying that steps may be taken for the disestablishment and disendowment of the Established Church in Wales is being numerously signed in various parts of the principality. The memorialists state that of the present five bishops, one—the Bishop of St. Asaph—is wholly ignorant of the Welsh tongue, and has never been able in such tongue to discharge any function,

(a) This paragraph may be omitted in the case of copies certified by the incumbent. (See 14 & 15 Vict. c. 39, s. 14.)

(b) The register or copy only proves the fact of the baptism, marriage, or death of the person therein named, and is no evidence of the identity of a party: (Powell on Evidence, 3rd edit. 420.)

precisely or episcopal, towards the souls of the Welsh people, and that nevertheless he has received since his appointment above 90,000*l.* sterling in addition to patronage exceeding that vested in the four English bishoprics of Carlisle, Hereford, Lichfield, and Chester. The petitioners state that another of their bishops is a Scotchman and that since the accession of the Hanoverian family no Welshman has ever been advanced to a bishopric in his native land.

BANKRUPTCY LAW.

NOTES OF NEW DECISIONS.

DEED OF ASSIGNMENT—INEQUALITY.—The trustees of a deed of assignment made by two partners contracted with certain of the creditors to deal with both the joint and separate estate of the debtors in such a manner as to pay all the creditors, both joint and separate, 5*s.* in the pound; and creditors were induced by the prospect so held out to them to assent to the deed. From the accounts annexed to the deed, it appeared that if this contract were carried into effect the joint creditors would gain an advantage over the separate creditors of both partners, and the separate creditors of one partner an advantage against those of the other: Held, that such a deed could not be sustained against an adjudication in bankruptcy against the debtors: (*Re Evans and Evans*, 21 L. T. Rep. N. S. 112. Rank.)

COURT OF BANKRUPTCY, SEPT. 27.

The business disposed of to-day was not of a nature to justify a report.

The public sittings for the hearing of applications by bankrupts to pass their examination and for orders of discharge recommenced on Friday.

The courts of the other learned commissioners will not be reopened until November.

CORRESPONDENCE OF THE PROFESSION.

[NOTE.—This department of the LAW TIMES being open to free discussion on all professional topics, the Editor is not responsible for any opinions or statements contained in it.]

CUSTOMARY HEREDITAMENTS—COVENANT TO SURRENDER.—I send you below a form of admission of A. B. to certain customary hereditaments, situate within the manor of Langdale, in the county of Westmoreland. A. B., after admission, sold the customary hereditaments to E. F. E. F.'s solicitor prepared a deed of covenant from A. B. to surrender into the hands of the lord the said customary premises to the use of E. F., according to the custom. Upon presenting this deed at the lord's court for the manor of Langdale for admission, E. F. is told by the law steward of the Earl of Lonsdale that his deed is erroneous—that a deed of covenant to surrender only applies to copyholds (an assertion which the form of admission in this case makes me doubt), and will only admit upon the deed being altered from a deed of covenant to surrender into an absolute deed of conveyance of the customary hereditaments, using for that purpose the proper operative words. I shall feel obliged by the opinion of some of your readers (having regard to the form of admission of A. B. given below) as to whether the deed of covenant from A. B. to E. F. to surrender was or was not the correct mode of assurance in this case, or whether or not the law steward of the lord was justified in insisting upon the insertion in the deed of the before-named alterations before he would admit E. F.

JOHN WILSON.

Manor of Langdale, of the Marquis fee, in the Barony of Kendal.

Be it remembered this 23rd Dec. 1785 that A. B. of &c., gentleman, petitioned me, the Right Hon. James Earl of Lonsdale, &c., &c., lord of the said manor, and prayed to take of me all that customary messuage, &c., situate, lying, and being in Great Langdale, within the manor or Langdale, of the Marquis fee and yearly customary rent of 1*l.*, which are in my hands upon the surrender of C. D., of &c., yeoman, whereupon I, the said lord, do hereby admit the said A. B., tenant of the said premises, to hold the same unto the said A. B., according to the custom of the said manor, he yielding, paying, and performing for the same, at the days and times accustomed, all such rents, fines, dues, duties, and services as are therefore due and payable to me out of the said premises. And the said A. B. having paid to me the said lord a piece of silver called a God's penny, and the sum of 7*s.* as a fine for his admission, is accordingly admitted tenant of the said premises in manner and form aforesaid.

LONSDALE.

County Court Office, Kendal, 23rd Sept. 1869.

PAYMENT OF COSTS.—Where no agreement is made as to payment of costs on the letting of a property, and the lessor and lessee employ their respective solicitors, is it the practice for the lessee to pay the lessor's solicitor's costs, as well as those of his own solicitor? And will you

kindly inform me what is the practice in such a case? A. B.

PHONOGRAPHIC DEED.—Will any of your subscribers kindly inform me if a deed written in phonographic characters would be legal, and if there has been any decision on that point. Yours, &c.

AN ARTICLED CLERK.

SERVICE OF ARTICLED CLERKS.—I should be glad for advice in the interpretation of 6 & 7 Vict. c. 73, and the illustrations given to it by the Incorporated Law Society. I wish to take an LL.B. degree at London University. I presume working for the examination, whether in or out of office hours, whether at classical subjects for the matriculation, whether at constitutional or Roman law for the 1st LL.B., or at modern law (equity, conveyancing, &c.) for the 2nd LL.B. examination, could in no sense be termed "employment," by which word I understand "service to another." But could the society, supposing the case were brought formally before them, sanction the devotion of a portion (say one hour per diem) of an articulated clerk's time to this indirect self professional education? Of course I assume the principal's compliance. Such a degree, taken before execution of articles, would shorten the time of service by two years, i.e., two-fifths of the whole time. Could the society then object to two-fifths or less (and in practice it would of course be less) of the time of service being devoted to the attainment of the degree. I would also thank my informant if he could tell me anything as to the advantages or disadvantages of the course I propose to a solicitor. INFLUENS.

PROFESSIONAL HONOUR.—Concluding, from my regular perusal of your able and impartial paper, that you are interested in publishing matters which affect the honour of either branch of the legal profession, I ask the favour of your inserting this letter. I am one of those solicitors who consider their avocation a learned profession, requiring a liberal education, and entitling its members to that consideration which is accorded to, and expected by, gentlemen of other professions; but if reports be true a solicitor has met with far different treatment at the hands of the Election Commissioners at Beverley. The *Daily News* of the 27th Sept. says: "The commissioners were privately talking over the 'situation,' when Serjt. O'Brien, the chief commissioner, remarked that he had noticed some whispering among a number of attorneys and their clerks, and it looked suspicious. Mr. Champney, solicitor, rose and said 'he could explain that.' The chief commissioner said 'he would not hear him.' Mr. Champney said 'he would be heard; and if the commissioner would not hear him he would say it to the public and the press.' The chief commissioner said, 'You shall not.' Mr. Champneys: 'But I shall.' The chief commissioner: 'Remove him.' Mr. Commissioner Barstow: 'Remove him;' and ultimately Mr. Champney had to retire. Now, even assuming that there was something suspicious in the whispering, it is difficult to conceive of any circumstance that could justify the commissioners' refusal to hear Mr. Champney's explanation. Suspicion is only surmise, and not knowledge, and therefore a suspected man always has, or ought to have, an opportunity of exculpating himself before his conduct is censured as being blameworthy; and it is almost impossible to believe that any gentleman (not being a solicitor) would in such a manner have been refused permission to justify himself from an offence which was only supposititious. 'He who strikes should hear.' The mere hardship of the case is, however, only a subordinate matter when compared with the disparagement which the Profession may have suffered in the person of one of its members; and I regard it as a matter of importance, not only to solicitors, but also the public, that professional status and reputation should be jealously preserved, and, if possible, raised. Such 'scenes in court,' however, as that at Beverley can only have a contrary effect. A SOLICITOR.

NOTES AND QUERIES ON POINTS OF PRACTICE.

[N.B.—None are inserted unless the name and address of the writers are sent, not necessarily for publication, but as a guarantee for bona fides.]

Queries.

96. **AFFIDAVITS—SWEARING BY ATTORNEY NOT OF ROLLS.**—Can a man who was formerly an attorney but who was struck off the rolls ten years ago, and never put on since, now swear people to affidavits in the Queen's Bench? Can such affidavits be used in courts of law as valid affidavits? And what is the punishment for swearing people to such affidavits, as I presume the party is not now an officer of the Superior Court. R. E. B.

97. **COPYHOLDS—ADMISSION OF MORTGAGEE OF—A.** owner in fee of freeholds and copyholds, mortgaged the

same to B. The mortgage contained a covenant to surrender the copyholds to B., but he was never admitted during the lifetime of A. A., by his will, devised his real estate to trustees in trust for his wife for life. The trustees were never admitted to the copyholds, but the wife has been admitted as tenant for life. B., the mortgagee, having demanded payment of his mortgage-debt, the wife paid the amount out of her own moneys, and the mortgagee has transferred the mortgage to her. She, requiring payment of the money, has applied to C. to advance her the same on transfer of the mortgage, but he refuses to do so unless she procures his admission on the court rolls; and to do this the steward of the manor states that the trustees must be admitted, then they must surrender to the wife, by three separate surrenders (there being three properties), and then she must surrender to her transferee. It will thus be seen that the lord of the manor receives the four sets of fees, he having been paid fees on the admission of the tenant for life (the wife). The opinion of any of your correspondents is kindly requested on the following points: 1. Whether the steward is right in demanding that the wife be again admitted, she being already on the rolls? 2. Whether the wife can claim from the trustees the fees she may be put to in procuring the admission of herself and her transferee, the covenant in the original mortgage extending to the assigns of the mortgagee? 3. How the *ad valorem* duty should be distributed, there being three separate copyhold properties and two freehold? W. H. L.

88. SOLICITORS IN INDIA.—I am an articled clerk and intend to go out to India as soon as admitted. Will some one be so good as inform me what is necessary to enable a solicitor to practise in India; is anything requisite beyond being admitted in England? What books should I specially devote myself to? Is the expense of living there any greater than living here? X. Y. Z.

Answers.

(Q. 91.) **TITLE DEEDS—SECURITY.**—This deposit is a good security. An equitable mortgage is created by the deposit of deeds, &c., with or without writing; such a deposit is of itself evidence of an agreement for a legal mortgage of the estate, of which agreement the creditor may avail himself by filing a bill as of an agreement in writing for that purpose: (Smith's Comp., 3rd edit., 407.) The word used in the 3 & 4 Will. 4, c. 74, ss. 77, 79, is "deed." The memorandum referred to in this query requires no acknowledgement by "B."; it is, in fact, only an equitable undertaking to execute a legal mortgage if required. ADVOCATE.

(Q. 92.) **JOINT ASSAULT—POWER OF COMMITTING MAGISTRATE TO SEPARATE OFFENCE.**—I cannot see upon what ground a magistrate in the case stated would be induced or justified in separating the offence described. As stated it was most clearly a joint assault, and as such would either amount to felony or a serious misdemeanour, and in either case the party aiding or abetting is liable to be tried, indicted, and punished as a principal: (24 & 25 Vict. c. 94, ss. 1, 8.) And as Mr. Oke says (Syn. p. 151), "where the offence arises from the joint act of several persons, each is liable for all the consequences and to the full penalty or imprisonment." ADVOCATE.

(Q. 93.) **ARTICLES OF CLERKSHIP—DATE.**—Must be dated the day of execution: (See form of affidavit, Gwy's Practice, 9th edit. p. 491.) ADVOCATE.

—The articles cannot be dated back, although the clerk may have been in the office long prior to their execution, and if A. E. D. will refer to the statute 6 & 7 Vict. c. 73, he will find it enacted by sect. 3 "That the full term of five years must be prospective, and the articles must not be ante dated nor executed after the term has commenced." Vide also Wharton's Articled Clerks' Manual, 8th edit., Appendix, p. 633. Thus it is expressly forbidden; the rule being that the service runs from the day of the actual signing of the articles. And this is so clearly established in practice that any attempt to evade it would be extremely dangerous. W. L. O.

(Q. 95.) **PURCHASE OF PROPERTY—INCUMBRANCES.**—Though it is only prudent to do so, yet it is not the duty of a purchaser to search for incumbrances, for if it were, the registry would of itself be notice to all the world, but registration is not of itself notice. Notice to bind a purchaser may be either actual or constructive, but a purchaser or mortgagee is not affected by any incumbrance of which he had neither actual nor constructive notice: (Smith's Comp., 3rd edit., p. 822, et seq.) ADVOCATE.

LAW LIBRARY.

Nationality; or the Law relating to Subjects and Aliens considered with a view to future Legislation. By the Right Hon. Sir A. COCKBURN, Lord Chief Justice of England. London: Ridgway.

(Continued from page 276.)

The Lord Chief Justice then proceeds to a comparison of this law with the laws of other countries, of which he presents an interesting abstract, concluding with a *resumé* of the foreign laws regulating

THE NATIONALITY OF MARRIED WOMEN ABROAD.

Before quitting this branch of the subject, it is necessary to say a word as to the nationality of married women in other countries. In every country, except where the English law prevails, the nationality of a woman on marriage merges in that of the husband; she loses her own nationality, and acquires his; whereas, by the law of England, though, as has already been pointed out,

since the Act of 7 & 8 Vict. c. 66, an alien woman marrying a British subject becomes naturalized, an English woman marrying an alien still remains a British subject. The law of America is the same. An American woman married to a foreigner retains her American nationality.

Hence, so long as the common law remained unaltered, arose this singular result, pointed out by Mons. Demangeat in his notes to Felix. While an English woman, on marrying a Frenchman, became a French woman, without ceasing to be a British subject, and so acquired a second nationality, a French woman, on marrying a British subject, while she acquired no British nationality, by the operation of the French law, lost her own, and thus ceased to belong to any nation at all. The latter anomaly has been cured; the former remains.

On the other hand, provision is made in all the continental codes for enabling a woman, whose nationality of origin has thus been changed into that of her husband, to resume, if so minded, her original nationality on becoming a widow; on the condition, however, if not resident in the country of origin, of returning to it, for which, in some instances, the authority of the State is required.

The nationality of a married woman being thus merged in that of the husband, it follows that where nationality is made to depend on descent, the nationality of the father is all that need be looked to, so far as the case of legitimate children is concerned. On the other hand, the nationality of natural children depends on that of the mother, except, indeed, where, as can be done by the continental law, as distinguished from that of England, the father by subsequent marriage, or by formal recognition, legitimises the offspring.

Wherever the parents are unknown, they are presumed to have belonged to the country in which the child is found; so that the child of unknown parents always takes the nationality of the country in which he is first found.

These provisions are common to all the continental codes.

The second chapter treats of Naturalization, upon the law of which there is much conflict arising out of the opposing rights and interests of the individual and the governments. Individuals may and do thus endeavour to escape from their obligations to their own government, and governments are subject to claims for protection against the demands of another state; the principal cause of conflict being the conscription. The result has been that "the mode by which, and the conditions under which, the second nationality may be acquired, and its effects when acquired, differ in almost every country," causing constant embarrassment. This is a short statement of the principles of

NATURALIZATION IN ENGLAND.

In this country, naturalization has existed from an early period under two forms. It might be conferred, 1, by the Sovereign by virtue of the prerogative; 2, by Act of Parliament. The first, as distinguished from the second, is known under the name of denization, and persons acquiring the character of subjects under it are termed denizens. When the status of a British subject is conferred by Act of Parliament the proceeding is termed naturalization. Denization can only be effected by letters-patent from the Sovereign; naturalization only by, or under, an Act of the Legislature.

The difference between the two in point of effect is of a substantial character. Denization has no retrospective operation, while by naturalisation, conferred by Act of Parliament, the alien was placed in exactly the same position as if he had been born a subject. A denizen is thus in an intermediate position between an alien and a natural-born subject, and partakes of both these characters. He may take lands by purchase or devise, which an alien may not; but he cannot take by inheritance; for his parent, through whom he must claim, being an alien, had no inheritable blood, and therefore could convey none to his son. And, on account of a like defect of hereditary blood, the issue of a denizen, born before denization, cannot inherit to him; but his issue, born after it, may. On the other hand, the son of a naturalised subject, though born before the naturalization of the father, could always derive descent through the father, and inherit as though the father had been a natural-born subject.

The position of aliens in this country is anomalous. An alien has unlimited ownership of personality, but he may not hold real property for more than a term of twenty-one years, and he is therefore incapable of inheriting a freehold. Consequently, he cannot hold it as trustee for another, nor can an alien husband be tenant by the courtesy of the estate of his wife, being a subject. But, otherwise as to personal property, he enjoys the same rights in all respects as does an Englishman. The Lord Chief Justice cites the quaint but noble language of the Statute of the Staple, 27 Edw. 3, s. 12, c. 17,

for the protection of traders who were aliens. It is well worth extraction.

Merchants of enemies' countries shall sell their goods in convenient time and depart; no merchant stranger shall be impeached for another's debt, whereof he is not debtor, pledge, nor mainpignor: Provided, always, that if our liege people, merchants, or others, be endangered by any lords of strange lands, or their subjects, and the said lords duly required fail of right to our said subjects, we shall have the law of marque, and of taking them again, as hath been used in times past, without fraud or deceit; and in case that debate do arise (which God defend) betwixt us and any lords of strange lands, we will not that the people and merchants of the said lands be suddenly subdued in our said realm and lands because of such debate, but that they be warned, and proclamation thereof published, that they shall void the said realm and lands, with their goods, freely, within forty days after the warning and proclamation so made; and that in the meantime they be not impeached, nor let of their passage, or of making their profits of the same merchandises, if they will seek them. And in case that for default of wind, or of ship, or for sickness, or for other evident cause, they cannot avoid our said realms and lands within so short a time, then they shall have other forty days, or more, if need be, within which they may pass conveniently with selling their merchandise as aforesaid.

While on British soil an alien enjoys free access to the courts of law, as against foreigners, for wrongs within the jurisdiction, and on contract for causes of action arising anywhere; and as against British subjects for any cause of action, wheresoever arising. He is subject to the bankrupt laws, and entitled to the benefit of them.

The following are the

INCAPACITIES OF ALIENS.

1. They are incapable of any political rights, including that of holding any office of trust.
2. They cannot hold landed estate except for a term not exceeding twenty-one years.
3. They cannot own British ships.

After reviewing the amendments proposed by the commissioners in their report, approving of some, objecting to others, and suggesting alternatives, Sir A. Cockburn thus states the conclusions at which he has arrived as to the

AMENDMENTS REQUIRED.

The results at which we appear to have arrived are these:—

1. That under a sound system of international law such a thing as a double nationality should not be suffered to exist.
2. That nationality of origin should be derived from descent alone; except in the case of children born of foreigners domiciled in the country of such children's birth—in the first generation, on a claim being made within a fixed period after attaining majority—in the second in the absence of a declaration that they desire not to become subjects. But in both these instances, in order to avoid the evil of a double nationality, the right should be given only where a corresponding law exists in the country of the foreign parent.
3. That it should be free to every one to expatriate and denationalise himself, and to transfer his allegiance to another country.
4. That the effect of naturalization should be to do away altogether with the prior nationality.
5. That emigration with the intention of expatriation and of becoming a citizen of another State should have the effect of putting an end to the relation of subject, unless, prior to naturalization, the party should abandon the intention of becoming naturalized in the foreign country and return to the country of origin with the intention of remaining in it and of resuming the character and status of subject.
6. That, though prior residence may properly form an element in the consideration whether a person should be admitted to be naturalized, no absolute condition should be attached to naturalization, except that of actual *bonâ fide* domicile at the time of admission.
7. That, in respect of civil rights, with the single exception of the ownership of British shipping, for which settled residence, or even a licence, should be required, aliens should be placed on the same footing as subjects, without any reference to the principle of reciprocity.
8. That, as no one should be admitted to be naturalized except such persons as intend to settle finally in the country and to identify themselves with its interests, it is advisable to admit the naturalized alien to full political as well as civil rights, on the footing of an ordinary subject, making no distinction between his status as a subject at home and abroad.
9. That the nationality of the children of a person thus changing his country, if born after his naturalization, should follow that of the father.

If born before, and minors, they should be subjects of the new country, with a right, however, of disclaiming its citizenship within a given period. If of age, but still forming part of the father's family, they should bear liberty, on declaring their desire, to participate in the newly acquired nationality.

10. That the nationality of a married woman should always follow that of the husband, whether original or acquired, but on widowhood a woman should be entitled to resume her original nationality on returning and settling in her former country.

By a system of law, founded upon and giving effect to these principles, aliens would be placed on the footing which a generous comity should dictate; the inconvenience of a double nationality would be prevented; every one would know where his allegiance was due, without being exposed to the danger of having conflicting claims made on it, and if in need of protection, would know where to look for it; governments would not be troubled by claims for protection involving doubtful and embarrassing questions of nationality; every one would be at liberty to act upon the maxim *ubi bene, ibi patria*, and to seek fortune and happiness where he thought he was most likely to find it; and Governments might receive eligible citizens into the community without the fear of troublesome disputes or collision with other powers.

Much of what is here proposed, looking to what is now the law of other nations, might be effected by our own legislation; and the comity which should exist among nations, not merely in the administration of the law, but, as to matters of common interest and concern, in legislation also, would probably induce other States to meet in a corresponding spirit the efforts which Her Majesty's Commissioners wisely recommend to be made to settle this department of international law on principles of reciprocity, and would lead them to assist in bringing uniformity and order into it, so as to prevent the possibility of future dispute or conflict on questions nationality.

LEGAL OBITUARY.

THE LATE LORD JUSTICE CLERK.

"All doubt, and all hope, are now at an end—it is ascertained that the Lord Justice Clerk is no more; and it only remains to recall what he was." With these words the *Scotsman* introduces a memoir, written with a personal knowledge of the late judge, which, after his melancholy end, will be read with a deep though painful interest:—

George Patton was, we believe, about sixty-six years of age. He was born in Perth, and educated in part there and in part at Oxford. His father was sheriff-clerk of Perthshire, an office subsequently held by his eldest brother, James. He was called to the bar in June 1828, on the same day with Lord Deas and Mr. James Anderson, Q.C. His social position and his Perth connection secured him cases to begin with and an introduction to the profession; and his painstaking industry, burning zeal, and unflinching politeness and kindness to all and sundry secured the goodwill of agents and of clients, and even of adversaries. His style of speaking was rather vehement and spasmodic, and was deficient in moderation and in dignity; but it was full of earnestness, and for the most part showed that he had convinced himself as a preparation to attempting to convince others. It was a style better fitted for the pulpit or a Church Court than for forensic pleading. He had a large practice in railway litigations, and was known in some circles by the name of "Railway Patton." He was a Tory in politics, but somehow or other his party neglected him, and allowed him to toil on at his profession without any political recognition or preferment, until in the summer of 1866 they required a Lord Advocate, and his claims were such that they could not be ignored. His Tory predecessor in that office, the M.P. for Bute, had been raised to the bench by the Whigs, and had taken his seat as Lord Mure in January 1865, and Mr. Patton was the Tory advocate whose seniority and extent of practice pointed him out as the right man for that high place. Besides, he was the only Tory advocate in practice who had secured a seat in Parliament, he being in 1866 M.P. for Bridgewater. But, unfortunately, when he, on his appointment to office, presented himself for re-election at Bridgewater, he was defeated by Mr. Vanderbyl, or by his money, or his friends' money. During his tenure of office he prepared a great many bills, some of which passed into law. The most important of these are the Debts Recovery Act, and the Acts directing the taking of evidence by the Court of Session Judges, and permitting it to be taken down by a shorthand writer. Nothing was so trivial as to be beneath his attention. He drafted the provisions of Acts of Parliament, but he also read sheaves of certificates in favour of candidates for Crown presentations to parish churches, and puzzled and groaned, as we happen to know, over the rhetorical exaggerations and gross suppressions of the truth with which they abounded. Nor

can we forget one graceful little thing that he did, or helped to do, and that was the obtaining of knighthood for the president of the Royal Academy whom we now all take pleasure in calling Sir George Harvey, R.S.A. The elevation of Lord President McNeill to the peerage was another honour which he probably helped to obtain for Scotland of course not without an ulterior selfish motive, which any man of woman born and in litigation bred may well be excused for having entertained. That event led to his elevation to the chair of the Lord Justice Clerk and the presidency of the second division, in the end of February 1867. He has thus held the important office now fallen vacant by his tragic death for the period of two years and seven months. As a judge, he secured for himself less of that respect and veneration which intellect secures; but if the truth be told, he was far less dreaded than either, and much more liked by a large proportion of the legal profession. The second division was during his reign all but unanimously pronounced to be "a very pleasant court to plead before." No modest, hesitating, young, or tedious old advocate ever complained of being snubbed or "sat" upon by him or extinguished by his questions. His good nature and perfect politeness never failed. He listened with apparent patience to all arguments (some of which must, of course, have been absurd), and neither pleader nor litigant could leave the court without feeling that all that could be urged, or at least all that was urged, had been listened to with courteous attention, and that he and his brethren on the bench—who worked happily and cheerily with him—had striven to ascertain the best that could be advanced on both sides of the question. His weakness as a judge lay in his inability to perceive logical and metaphysical or quasi-metaphysical distinctions. His strength as a judge lay in his earnest desire to do right, which is, after all, the most valuable and essential of all judicial qualifications. His Oxford education, though it had left him in the dark as to logic and metaphysics, had imbued him with a taste for classical literature and the fine arts. He was, we doubt not, born to be a lover of the beautiful, and his taste in painting, sculpture, and in architecture was naturally excellent, and was highly cultivated. He was his own architect and designer, and had his house beautified with ingenious adaptations of the antique of his own devising. He took a great interest in gardening and in forest trees, and spent a good deal of his vacation leisure in planting and otherwise ornamenting his estate of Cairnries, and his brother's estate of Glenalmond, to which he succeeded only three weeks ago. Personally, he was much liked by all who came near him. His most steady and devoted allies were for the most part men of stronger will than his own; but such was the goodness of his heart that it cost him a pang to do an unkind thing to any human being, and he was always disposed to say a kind word or do a kind action if he possibly could. Those who knew him will never forget his genial smile and frank talk, so far from pride and all sort of arrogant pretension, that if any man was oppressed by a sense of inferiority in his company it was no fault of his. Indeed, he was somewhat too modest and timid, and if that conduced to bring about the amiability of his character it also helped to deprive him of that reputation for capacity of original intellectual effort which can never be justly secured without a considerable strength of self-reliance, and a firm faith in the light of a man's own thinking as his most available and trustworthy guide in this world of doubt and deception, and all sorts of flattering or terrifying mists and falsehoods. How far his brother's recent death, the rash consequent erroneous public announcement of his own, and the oblique, but offensive, accusations in the course of being made before the Bridgewater Bribery Commission, may have broken in upon the natural timidity of his mind, and overset it, God alone knows. We do not pretend to judge him at all in his last act, but we shall resolutely think of him in death with that large charity which we are sure in life he always readily accorded to others.

LAW SOCIETIES.

THE SOCIAL SCIENCE CONGRESS.

JURISPRUDENCE.

ON Thursday morning at the aggregate meeting of the members and associates of the Social Science Association at Bristol, Mr. G. W. Hastings delivered his address as president of the Department of Jurisprudence, in the course of which he said that among the branches of moral and economical science which the association pursues, jurisprudence justly occupies the first place, inasmuch as all the leading subjects with which the other branches deal, must ultimately find their expression in law. All the various questions grouped

under the head of Social Economy are all continually adding to the statute book. Legislation in a free country is the expression of the popular will, and the more completely it is so, the more safe and beneficial will it be. The impulse of a nation, unless in its most evanescent moods, is to work in accordance with the necessities of the age; and though the impulse may be blind or unconscious, it is not the less unerring in its aim, for the necessities out of which it springs are the silent enduring forces of nature, constant in their operations. These social forces are at work in every nation, at all periods of its history, disintegrating the old, and building up the new; and it is the province of Social Science to investigate the origin and nature of the motive powers which thus act upon society. It has also a more practical work to do in adjusting the machinery of society, so that it may move in harmony with the great necessities that impel its progress, with the wants and aspirations of the people; and this adjustment can be effected only by the instrumentality of law. The whole material universe is self-regulated; but when we come to man we find a change. The free will has opened the flood-gates of evil as well as the infinite possibilities of good. Human society has to win its way through toil, privation, and disease, and the manifold evils that grow with the good fruits of man's companionship have to be repressed or regulated by the strong arm of the law. The question of how to adjust the machine of society to the inexorable necessities of its existence is the great problem to be solved by the law. The object of the criminal law is to reduce crime to the minimum point, and thus provide the highest security for life, property, and honest toil; but the intention, however excellent, must fail in its execution if either the law or its administration is ill-adapted to its purpose. The evils that exist are the result of a want of scientific investigation, and could be wholly eradicated by a proper adjustment of means to the end required. In civil procedure, too, if the process be complicated and costly, if the courts be distant and intermittent, if the law's delay breaks down the weary litigant, the object of legislation is lost. Judicial science is, therefore, needed to prevent procedure from failing of its end. When the question, "What is the law?" is answered by pointing to hundreds of volumes teeming with thousands of decisions, with one-third of which no living lawyer is acquainted, is it not a mockery to speak of the law as an exposition of rights and duties to the people? Yet that mass of chaotic fluidity could be moulded under the hand of science into a compact and luminous code, the reflection of the national spirit and the object of willing reverence to its justice and wisdom. Looking back to the past twelve months, the members of the association had every reason to congratulate themselves on the results attained. The Evidence Bill had, with slight alterations, passed into law, and so far as civil procedure is concerned, the parties to every suit are admissible as evidence. It now remained for Mr. Denman to vindicate the entirety of Lord Denman's preamble by a measure extending to defendants in criminal cases the privilege of giving evidence in their own behalf. With respect to the law of perjury, above all, the present law is a crying absurdity. The Married Women's Property Bill was successfully conducted through the House of Commons, and its principle was admitted by the House of Lords. Our jurisprudence is on this point subject to the heaviest reproach that can be made against the law; it is unequal in its dealings, it has one measure for the rich and another for the poor. It is marvellous that such iniquity should yet be retained as law, and no effort should be spared to cleanse the law of England of this blot on its purity and justice. It was satisfactory to know that the Bankruptcy Act of last session had both vindicated the principles and followed the example of the association. It is imperative that the administrators of justice should be handsomely paid, but not extravagantly. The advice of the association had been followed with good effects in the regulation of convict prisons and the treatment of habitual criminals; and it was to be hoped that the county gaols in Ireland, and also in India would be better managed. The representations of the association had been received with great kindness by the late Secretary for India, now president of the association, and by the present Governor-General. The legislation on the licensing of beerhouses had aroused a hope that great good would result from it, and Mr. Hastings, after referring to the fact that there were a thousand parishes in the province of Canterbury which have no public-house or beerhouse, said that he was in favour of some measure of stringent repression acting uniformly over the whole kingdom, rather than of sporadic efforts in particular localities. The appointment of a public prosecutor was a growing necessity of our times, and the intervention of such an officer was needed, not only in ordinary criminal cases, but in those gigantic

frauds and organised offences which were the scourge of the more helpless members of society. The duty of inquiry into the conduct of elections might be safely placed in the hands of a public prosecutor, and the offence of bribery might be quickly repressed by punishment by imprisonment. The great need of the age was for a codification of our national jurisprudence, and instead of a cumbersome body of much-occupied dignitaries, a small commission of three of the judges could perform the work in a reasonable time. The besetting error of every profession was to encrust itself with forms and rules, and thus lose the sympathy of the public, and the only antidote to this failing was to found all legal usage, and to administer all legal procedure on the maxim that the law exists for the people, and not the people for the law.

LEGAL NEWS.

WILLS AND BEQUESTS.—The will of the late Mrs. Eliza Doncaster, of Winthorpe, Nottinghamshire, who died June 21 last, was proved under 12,000l. She has bequeathed to the Medical Benevolent Society 200l.; the Clergy Orphan School, the Society for the Propagation of the Gospel, the Royal Hospital for Incurables, the Hospital for Paralysis, and the National Lifeboat Institution, each 100l.; and to the Cancer Hospital and the Society for Promoting Christian Knowledge, each 50l. The will of the Right Hon. James Edmund Baron Cranston, of Creeling, North Britain, was proved in the London Court on the 2nd inst., and the personalty sworn under 45,000l., the executors and trustees appointed being the Right Hon. Elizabeth Baroness Cranston, the relict; Sir Edward Marwood Elton, Bart., and James Marwood Elton, Esq., of Widworthy Court, Devon. The will is made in the Scotch form, bearing date in 1865. His lordship died at his residence, Duncroft House, St. John's-wood, on June 18 last, aged sixty. He leaves his residence, Duncroft House, and the furniture to his wife absolutely, together with all property acquired by marital right. His plate he leaves to his brother and successor, the Hon. Charles Frederick, now Baron Cranston. He directs his estates to be sold, and after securing the payment of some annuities and legacies, he bequeaths one moiety of the interest arising from the residue to his relict, and the other moiety to his daughter, the Hon. Pauline Emily Cranston; and after the decease of his relict, he leaves to his said daughter the principal for the benefit of herself and issue. The will of the Right Hon. Lepel Charlotte Lady Alexander was proved under 7000l.; and that of the Hon. Philip Duggan under a nominal sum. The will of Sir William A. Beckett, retired Chief Justice of the colony of Victoria, was proved in the London Court under 9000l. personalty in England. The executors appointed are Dame Matilda A. Beckett, his relict and second wife, and testator's two brothers, Thomas Turner A. Beckett and Arthur Martin A. Beckett, and Henry Moor, Esq., of Sussex-square, Brighton. The will is dated Aug. 1867, and testator died at his residence, Upper Norwood, on the 27th June last, aged sixty-three. He bequeaths to his wife a legacy of 3000l., and the interest from the rest of his property for her life, and after her decease he leaves two-fifths of the principal to his son Reginald, and the remaining three-fifths between his sons Malvyn and Edward equally. To his son Malvyn he has left the gold paper-knife which was presented to him (the testator) by the attorneys and solicitors of Geelong. The will of Sir Robert Juckes Clifton, Bart., was proved under 5000l. personalty; and that of Sir William John Newton under 4000l. The will of Alexander William Rowland, of Champion-hill, Lower Sydenham, and of Hatton-garden, was proved under 35,000l. personalty. The executors are Charles Bentley Bingley, of 185, Regent-street, and John E. Bennett, of Brunswick-square, Brighton; to each he leaves a legacy of 1000l. The will bears date Jan. 28, 1867, and the testator died June 23, 1869, aged sixty-one. The testator was in partnership with his brother (John Henry Rowland), his son (Henry Edward Rowland), and his nephew (John Alexander Rowland), by a deed of 1866. He directs that his share in the business of manufacturing perfumer shall be purchased by the surviving partners upon terms stated by him. He has divided his property among his sons and daughters in nearly equal shares, excluding therefrom his son Henry Edward, he being provided for under the partnership. There are some annuities to be paid to his two sisters out of his freeholds at St. Bride's-churchyard, Barbican, and Greenwich. The will of Walter Stevenson Davidson, Esq., banker, late of St. James's-street, was proved under 400,000l. personalty. The will of the Right Hon. Caroline Louisa, Viscountess Ranelagh, has just been proved, under a nominal sum. The will of Sir William Bowles, K.C.B., Admiral of the Fleet, was proved in London on the 21st instant, and the personalty

sworn under 40,000l. The trustees and executors are his brother, General Sir George Bowles, K.C.B., Admiral Arthur Farquhar, and Thomas Fassett Kent, Esq. The will is dated June 8 last; and the gallant admiral, who entered the navy in 1798, died on the 2nd inst., at the advanced age of 89. Sir William married, in 1820, the Hon. Frances Temple, sister of the late Viscount Palmerston; her ladyship died in 1838. The testator has left to his executor, Mr. Kent, a legacy of 5000l.; to the Adult Orphan Institution, 1000l.; to his butler and housekeeper each 1000l. a year; and to his coachman and footman, each 500l. a year. He has directed that his estates should be sold, the freehold with the consent of his said brother, Sir George Bowles, and out of the income arising therefrom he leaves to his sister, Anne Fowler, 10000l. a year, and the remainder of the income to his said brother, Sir George; and should his said brother leave issue, then the principal to him and his heirs; but in default of issue, the principal, subject to the payment of annuities, is left amongst several of his (testator's) relatives and friends; and to those charitable institutions to which he had been a subscriber a legacy of 2500l. each. The testator has left to his said brother, Gen. Bowles, his residence in Hill-street, Berkeley-square, and his plate, wine, furniture, and other effects absolutely.—*Illustrated London News.*

THE GAZETTES.

Professional Partnerships Dissolved.

Gazette, Sept. 24.

DITTON, AMBROSE GIBBONS, and WARMINGTON, GEORGE SEPTIMUS, attorneys and solicitors, Ironmonger-la. July 21

Bankrupts.

To surrender at the Bankrupts' Court, Basinghall-street.

Gazette, Sept. 24.

ADRY, EDWARD LINNELL, clerk to a wholesale druggist, Willow-rose, York-street, Liverpool. Sur. Oct. 5. O. A. Graham. Sol. Taylor, Church-row, Lillingston. Sur. Oct. 5.
AKERMAN, EDWARD, printer, Leadenhall-st. Pet. Sept. 17. Reg. Peppys. O. A. Graham. Sol. Snell, George-st., Mansion-house. Sur. Oct. 6.
ATYAS, FRANCIS, late contractor, Redhill. Pet. Sept. 20. Reg. Peppys. O. A. Parkyns. Sur. Oct. 7.
BRASSINGTON, THOMAS, builder, Alexander-ter, Forest-gate, and Walton-on-Thames. Pet. Sept. 20. Reg. Peppys. O. A. Parkyns. Sur. Oct. 7.
BROWN, WILLIAM, dealer in timber, Harrow Weald, near Bushey-heath. Pet. Sept. 18. Reg. Peppys. O. A. Graham. Sol. Godfrey, Hatton-gdn. Sur. Oct. 8.
COHNE, SIGISMUND, late out of business, Alr-st, Piccadilly. Pet. Sept. 18. Reg. Peppys. O. A. Graham. Sol. Mason, Symond's-lane, Chancery-la. Sur. Oct. 8.
COOPER, WILLIAM, linen draper, Princes-rd, Notting-hill. Pet. Sept. 21. Reg. Peppys. O. A. Graham. Sol. Nash, Bevis-st, Basinghall-st. Sur. Oct. 7.
DAVIES, JOHN, house agent, Bell-yd, Doctor's-commons. Pet. Sept. 17. Reg. Peppys. O. A. Graham. Sol. Watson, Basinghall-st. Sur. Oct. 8.
DENNETT, CHARLES, builder, Lewisham-ter, Notting-hill. Pet. Sept. 21. Reg. Peppys. O. A. Graham. Sol. Barton and Drew, Forest-st. Sur. Oct. 7.
ELDRIDGE, BENJAMIN, late hat manufacturer, Hill-st, Walworth. Pet. Sept. 20. Reg. Peppys. O. A. Graham. Sol. Edwards, Bush-la, Cannon-st. Sur. Oct. 7.
ELT, HENRY, printer, Dover. Pet. Sept. 18. Reg. Peppys. O. A. Graham. Sol. Shann and Roscoe, Bedford-row. Sur. Oct. 7.
FERRARIO, CHARLES, general agent, Percy-circus, Pentonville. Pet. Sept. 20. Reg. Peppys. O. A. Graham. Sol. Lawrence, Lincoln's-inn-fields. Sur. Oct. 7.
GARRETT, WILLIAM, accountant, Penton-pl, Kennington-pk-rd. Pet. Sept. 21. Reg. Peppys. O. A. Graham. Sol. Notley, Trinity-st, Southwark. Sur. Oct. 7.
HENSRAW, RICHARD THOMAS, builder, Middle-la, Crouch-end. Pet. Sept. 20. Reg. Peppys. O. A. Graham. Sol. Biddies, South-eg. Chancery-la. Sur. Oct. 7.
INDER, GEORGE, bootmaker, Ligonier-st, Gray's-inn-rd. Pet. Sept. 21. Reg. Peppys. O. A. Graham. Sol. Watson, Basinghall-st. Sur. Oct. 8.
JACOBS, ALFRED RICHARD, wholesale jeweller, Cheapside. Pet. Sept. 18. Reg. Peppys. O. A. Graham. Sol. Green, Cannon-st. Sur. Oct. 8.
KIDMAN, WILLIAM HENRY, grocer, Esher. Pet. Sept. 22. Reg. Peppys. O. A. Graham. Sol. Greaves, Essex-st, Strand. Sur. Oct. 8.
KING, GEORGE, builder, Greek-st, Battersea. Pet. Sept. 18. Reg. Peppys. O. A. Graham. Sol. Lawrence, Lincoln's-inn-fields. Sur. Oct. 7.
RAYMENT, FREDERICK HENRY, cab driver, Junction-pl, Kentish-town. Pet. Sept. 22. Reg. Peppys. O. A. Graham. Sol. Berridge, 30, Marylebone, and Bicester. Sur. Oct. 7.
TAPLIN, FREDERICK RICHARD, and HANCE, FRANCIS ARTHUR, auctioneers, Stanhope-ter, Kensington. Pet. Sept. 20. Reg. Peppys. O. A. Graham. Sol. Kirby, Gresham-st, Bank. Sur. Oct. 8.
WAGHORN, CHARLES JAMES, attorney-at-law, Sharp's-pl, Peckham, and Harp-la. Pet. Sept. 17. Reg. Peppys. O. A. Graham. Sol. Turner, Surrey-chambers, Strand. Sur. Oct. 8.
WALS, JOHN GEORGE, draper, Old Kent-rd. Pet. Sept. 13. Reg. Peppys. O. A. Graham. Sol. Reed and Co., Gresham-st. Sur. Oct. 8.
WILD, WILLIAM, laundryman, Upper Lansdowne-rd North, South Lambeth. Pet. Sept. 22. Reg. Peppys. O. A. Graham. Sol. Newman, Bucklersbury. Sur. Oct. 8.
WRIGHT, HENRY, surgeon dentist, Lancaster-rd, Notting-hill; and Grove-ter, St. John's-wood. Pet. Sept. 21. Reg. Peppys. O. A. Graham. Sol. Clarke, St. Mary's-sq, Paddington. Sur. Oct. 7.

To surrender in the Country.

ABERY, WILLIAM, innkeeper, North Tawton. Pet. Sept. 21. Reg. Peppys. O. A. Graham. Sol. Hild, Exeter. Sur. Oct. 5.
BAMFORD, GEORGE, baker, Hulme. Pet. Sept. 14. Reg. Peppys. O. A. Hulton. Sur. Oct. 9.
BANKS, WILLIAM, innkeeper, Exeter. Pet. Sept. 21. O. A. Carrick. Sols. Sanders, Burch, and Barnes, Exeter. Sur. Oct. 9.
BARRETT, WILLIAM, journeyman miller, Redwain, Worcester. Pet. Sept. 20. Reg. Peppys. O. A. Crisp. Sol. Tree, Worcester. Sur. Oct. 6.
BEER, GEORGE COOPER, carrier, Wareham. Pet. Sept. 9. O. A. Carrick. Sur. Oct. 9.
BERGET, MAXIMILIAN MAURICE, out of business, Brighton. Pet. Sept. 21. Reg. Peppys. O. A. Blaker. Sur. Oct. 11.
BLUNDELL, PHILIP PROUTER, grocer, Haslemere. Pet. Sept. 18. Reg. Peppys. O. A. Bridger. Sol. Geach, Guildford. Sur. Oct. 8.
BOYD, JOHN WHITE, general merchant, Brighton. Pet. Sept. 21. Reg. Peppys. O. A. Blaker. Sur. Oct. 11.
CANN, JOHN JAMES, Newton St. Cyres and Exeter. Pet. Sept. 20. Reg. Peppys. O. A. Sparkes. Sol. Fryer, Exeter. Sur. Oct. 8.
CHESTER, ALFRED, innkeeper, Wellington. Pet. Sept. 22. Reg. Peppys. O. A. Blaker. Sol. Reckle, Northampton. Sur. Oct. 5.
CRISP, JOHN, dealer in fish, Great Yarmouth. Pet. Sept. 11. Reg. Peppys. O. A. Chamberlain. Sol. Witkshire, Great Yarmouth. Sur. Oct. 6.
DICKSON, JOSEPH, lately grocer, Whitehaven. Pet. Sept. 20. Reg. Peppys. O. A. Wera. Sol. Mason, Whitehaven. Sur. Oct. 6.

DIXON, DONALD, stationer's assistant, Newport. Pet. Sept. 20. Reg. Peppys. O. A. Roberts. Sol. Lloyd, Newport. Sur. Oct. 6.
ENGLAND, FRANK JAMES, out of business, Seaford. Pet. Sept. 21. Reg. Peppys. O. A. Blaker. Sur. Oct. 11.
EVANS, GEORGE, hotel keeper, Seacombe. Pet. Sept. 22. O. A. Turner. Sol. Browne, Liverpool. Sur. Oct. 6.
EXLEY, BENJAMIN, jun., tailor, Saltair-in-Shipley, Bradford. Pet. Sept. 22. Reg. Peppys. O. A. Robinson. Sols. Terry and Robinson, Bradford. Sur. Oct. 8.
FASTNEDGE, EDWIN, draper's assistant, Brighton. Pet. Sept. 21. Reg. Peppys. O. A. Blaker. Sur. Oct. 11.
FRANCIS, HENRY, steamson, Redgate. Reg. Peppys. O. A. Head. Sol. White, Strand, London, and Guildford. Sur. Oct. 5.
GARTHWAITHE, WILLIAM, innkeeper, Thornley. Pet. Sept. 18. Reg. Peppys. O. A. Greenwell. Sol. Salkeld, Durham. Sur. Oct. 5.
GIBSON, NICHOLAS, grocer, Newcastle. Pet. Sept. 20. Reg. Peppys. O. A. Clayton. Sol. Johnston, Newcastle. Sur. Oct. 9.
GOLIGHTLY, GEORGE, ironfounder, Wolsingham. Pet. Sept. 18. Reg. Peppys. O. A. Bates. Sol. Dolphin, Wolsingham. Sur. Oct. 5.
GREENWOOD, JOHN, waste dealer, Accrington. Pet. Sept. 15. Reg. Peppys. O. A. McNeill. Sur. Oct. 11.
HALL, JOSEPH, jun., chemist, Darlington. Pet. Sept. 20. Reg. Peppys. O. A. Bowes. Sol. Robinson, Darlington and Richmond. Sur. Oct. 7.
HARBOLD, ROBERT, dairyman, King's-cross rd. Pet. Aug. 19. Reg. Peppys. O. A. Chamberlain. Sol. Cufade, Great Yarmouth. Sur. Oct. 4.
HARSAINT, JOHN, tailor, Redhill, Redgate. Pet. Sept. 3. Reg. Peppys. O. A. Head. Sol. White, London and Guildford. Sur. Oct. 5.
HENDLEY, WILLIAM, victualler, Exhall. Pet. Sept. 16. Reg. Peppys. O. A. Kinnear. Sols. James and Griffin, Birmingham. Sur. Oct. 7.
HESKETH, WILLIAM, flour factor, Hulme and Manchester. Pet. Sept. 20. Reg. Peppys. O. A. Hulton. Sols. Smith and Boyer, Manchester. Sur. Oct. 9.
HIRD, JOHN, grocer, Bradford. Pet. Sept. 20. Reg. Peppys. O. A. Robinson. Sol. Edmundson, Bradford. Sur. Oct. 5.
HUDSON, THOMAS, shipbroker, Everton and Liverpool. Pet. Sept. 21. Reg. Peppys. O. A. Hime. Sol. Grocott, Mount-pleasant. Sur. Oct. 7.
HUNT, JAMES, mason, Upper Heeley, Sheffield. Pet. Sept. 22. Reg. Peppys. O. A. Rodgers. Sols. Binney and Son, Sheffield. Sur. Oct. 13.
HYDE, DAVID, victualler, Huddersfield. Pet. Aug. 30. Reg. Peppys. O. A. Jones. Sol. Sykes, Huddersfield. Sur. Oct. 8.
JACOT, VICTOR LOUIS, schoolmaster, Brighton. Pet. Sept. 21. Reg. Peppys. O. A. Blaker. Sur. Oct. 8.
JONES, CHARLES MERRIMAN, out of business, Brighton. Pet. Sept. 21. Reg. Peppys. O. A. Blaker. Sur. Oct. 8.
JONES, HUGH, commission agent, Hayton. Pet. Sept. 22. O. A. Turner. Sol. Worship, Liverpool. Sur. Oct. 11.
KAERN, MICHAEL, fruiterer, Upper Haggeridge, Burslem. Pet. Sept. 20. Reg. Peppys. O. A. Challinor. Sols. Messrs. Tomkinson, Burslem. Sur. Oct. 16.
KELLY, WILLIAM, draper, Liverpool. Pet. Sept. 15. Reg. Peppys. O. A. Hulton. Sur. Oct. 9.
LOYD, DAVID, saddler, Haverfordwest. Pet. Aug. 23. Reg. Peppys. O. A. Summers. Sol. James. Sur. Oct. 9.
MANSFORD, TATE, commission agent, Brighton. Pet. Sept. 21. Reg. Peppys. O. A. Blaker. Sur. Oct. 11.
MARGISON, EDMUND, shuttler and bobbin maker, Preston. Pet. Sept. 15. Reg. Peppys. O. A. McNeill. Sur. Oct. 5.
MARTINDALE, JAMES, victualler, Liverpool. Pet. Sept. 15. Reg. Peppys. O. A. Hime. Sur. Oct. 5.
MERCEUR, PETER, grocer, St. Helen's. Pet. Sept. 22. Reg. Peppys. O. A. Asdell. Sol. Taylor, Church-row, Lillingston. Sur. Oct. 5.
MERRICK, JOHN, carpenter, Birmingham. Pet. Sept. 15. Reg. Peppys. O. A. Guest. Sol. Parry, Birmingham. Sur. Oct. 8.
MOYES, JOHN, commercial traveller, Newcastle. Pet. Sept. 20. Reg. Peppys. O. A. Clayton. Sol. Wallace, Newcastle. Sur. Oct. 9.
NASH, O. A. Blaker, victualler, Cumberland, near Swansea. Pet. Sept. 9. Reg. Peppys. O. A. Morris. Sur. Oct. 7.
OLDHAM, THOMAS, commission agent Manchester. Pet. Sept. 22. Reg. Peppys. O. A. McNeill. Sols. Doote and Rylance, Manchester. Sur. Oct. 11.
OSBORNE, WILLIAM HENRY, and BATES, JOHN, shipbuilders, Britham. Pet. Sept. 20. O. A. Carrick. Sol. Flood, Exeter. Sur. Oct. 4.
POWELL, SAMUEL, and CARR, ARTHUR, merchants, Birmingham. Pet. Sept. 22. Reg. Peppys. O. A. Kinnear. Sols. James and Griffin, Birmingham. Sur. Oct. 5.
PULLAN, JAMES, builder, Beeston. Pet. Sept. 21. O. A. Young. Sols. Middleton and Son, Leeds. Sur. Oct. 4.
PYE, ALICE, victualler, Liverpool. Pet. Sept. 15. Reg. Peppys. O. A. Hulton. Sur. Oct. 9.
RAWSON, HENRY, labourer, Winkburn. Pet. Sept. 21. Reg. Peppys. O. A. Newton. Sol. Ashley, Newark. Sur. Oct. 6.
ROBERTS, ROBERT, joiner, Llandudno. Pet. Sept. 20. Reg. Peppys. O. A. Hughes. Sol. Jones, Conway. Sur. Oct. 11.
ROBERTS, JOHN, innkeeper, Purthorpe. Pet. Sept. 20. Reg. Peppys. O. A. Aldman. Sols. Watson, Durham, or Hoyle, Shipley, and Hoyle, Newcastle. Sur. Oct. 15.
RUDD, JOHN, innkeeper, Middlesbrough. Pet. Aug. 21. O. A. Young. Sur. Oct. 11.
SACKETT, WILLIAM, hawkier, Brighton. Pet. Sept. 21. Reg. Peppys. O. A. Evershed. Sol. Mills, Brighton. Sur. Oct. 7.
SHEEN, BENJAMIN, wheelwright, Wycombe Marsh, Chepping Wycombe. Pet. Sept. 17. Reg. Peppys. O. A. Parker. Sol. Spicer, Great Marlborough. Sur. Oct. 6.
SIMMONDS, HERBERT, beerhouse keeper, Aberystwith. Pet. Sept. 1. Reg. Peppys. O. A. Jenkins. Sol. Atwood. Sur. Oct. 6.
SMITH, STEVEN, victualler, Trannere. Pet. Sept. 15. Reg. Peppys. O. A. Wason. Sol. Downham, Birkenhead. Sur. Oct. 6.
SPARFORD, JOHN, butcher, Nottingham. Pet. Sept. 18. Reg. Peppys. O. A. Patchitt. Sol. Cowley, Nottingham. Sur. Oct. 6.
SPEIRS, ANN, stationer, Birkenhead. Pet. Sept. 21. Reg. Peppys. O. A. Wason. Sol. Anderson, Birkenhead. Sur. Oct. 6.
SWEENEY, THOMAS, fish dealer, Manchester. Pet. Sept. 14. Reg. Peppys. O. A. Kinnear. Sol. Eulithore, Manchester. Sur. Oct. 7.
TAYLOR, THOMAS, fruiterer, Chesterfield. Pet. Sept. 14. Reg. Peppys. O. A. Wake and Waller. Sol. Gee, Chesterfield. Sur. Oct. 12.
TERREY, LEIGHTON, out of business, Lewes. Pet. Sept. 21. Reg. Peppys. O. A. Blaker. Sur. Oct. 11.
TOWNSEND, WILLIAM, butcher, Attleborough, near Nuneaton. Pet. Sept. 16. Reg. Peppys. O. A. Kinnear. Sols. James and Griffin, Birmingham. Sur. Oct. 8.
TUXFORD, FREDERICK, out of business, Brighton. Pet. Sept. 21. Reg. Peppys. O. A. Blaker. Sur. Oct. 11.
WAKEMAN, SUTTON, fancy goods factor, Lillingston, Birmingham, and Edgbaston. Pet. Sept. 16. Reg. Peppys. O. A. Kinnear. Sols. James and Griffin, Birmingham. Sur. Oct. 8.
WARRBURN, WILLIAM, coal merchant, Sturton. Pet. Sept. 11. O. A. Young. Sols. Grinsford and Bramley, and Smith and Burdakin, Sheffield. Sur. Oct. 6.
WHITE, JOHN JOSEPH, late commercial clerk, Brighton. Pet. Sept. 21. Reg. Peppys. O. A. Blaker. Sur. Oct. 11.
WILDE, WILLIAM, hatter, Hulme. Pet. Sept. 14. Reg. Peppys. O. A. Hulton. Sur. Oct. 9.
WILLIAMS, ALFRED SPENCER, chemist, Aberaman, near Aberdare. Pet. Sept. 10. Reg. Peppys. O. A. Acraman. Sols. Henderson and Salmon, Bristol. Sur. Oct. 8.
WILLIAMS, WILLIAM HENRY, cotton dealer, Liverpool. Pet. Sept. 18. O. A. Turner. Sol. Eley, Liverpool. Sur. Oct. 5.
WOOD, GEORGE, hay dealer, Ingatestone. Pet. Sept. 20. Reg. Peppys. O. A. Gepp. Sol. Brown, Brentwood. Sur. Oct. 4.
WHEN, CHARLES, hotel manager, Everton. Pet. Sept. 15. Reg. Peppys. O. A. Hulton. Sur. Oct. 5.
YOUNG, ALFRED, ink manufacturer, Liverpool. Pet. Sept. 20. O. A. Turner. Sur. Oct. 8.
YOUNG, HENRY, shoemaker, Ramsgate. Pet. Sept. 20. Reg. Peppys. O. A. Snowden. Sol. Towne, Margate. Sur. Oct. 8.

Gazette Sept. 28.

To surrender at the Bankrupts' Court, Basinghall-street.

APPLEFORD, WILLIAM, assistant to a draper, Cheshunt. Pet. Sept. 24. Reg. Peppys. O. A. Graham. Sol. Cooke, Gresham-hill. Sur. Oct. 11.
BARRETT, THOMAS ALLEN, solicitor's clerk, Paddington-st, Marylebone. Pet. Sept. 24. Reg. Peppys. O. A. Graham. Sol. Barton, Fore-st. Sur. Oct. 13.
BAYLEY, WILLIAM RICHMOND, eating-house keeper, High-st, Streatham. Pet. Sept. 24. Reg. Peppys. O. A. Graham. Sol. Layton, Navarino-cottages, Bow-rd. Sur. Oct. 8.
BEEBOY, ROBERT, builder, Lennox-rd, Holloway. Pet. Aug. 27. Reg. Peppys. O. A. Parkyns. Sols. Lewis, Munns, and Co., Old Jewry. Sur. Oct. 13.
BORTON, FREDERICK, bricklayer, Watford. Pet. Sept. 25. Reg. Peppys. O. A. Graham. Sol. Steadman, London-wall. Sur. Oct. 12.
BRETON, CHARLES ROBERT, dealer in bread, Prior-st, Blackfriars-rd. Pet. Sept. 22. Reg. Peppys. O. A. Graham. Sol. Marshall, Lincoln's-inn-fields. Sur. Oct. 8.

SAMS.—On the 13th ult., Sarah Elizabeth, eldest daughter of Mr. W. H. Sams, collector, Clonsilla, Co. Wick.

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To Readers and Correspondents.

NOMOS.—Shelford, 1868.

CHARGES FOR ADVERTISEMENTS.

Four lines or thirty words..... 3s. 6d.
Every additional ten words..... 0s. 6d.

Advertisements specially ordered for the first page are charged one-fourth more than the above scale.
Advertisements must reach the office not later than five o'clock on Thursday afternoon.

THE

Law and the Lawyers.

Mr. YOUNG late Solicitor-General for Scotland, is the new Lord Advocate, in succession to Mr. MONCRIEFF.

As the cold weather is approaching, we wish to call the attention of the Benchers of the Middle Temple to the miserably draughty condition of the library. The building is in an exposed posi-

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tion, but there must be something radically defective in its construction. It is already becoming a matter of difficulty to endure the discomfort arising from the currents of air which prevail from end to end. The Benchers know nothing of this, because they enjoy the privilege of having books taken from the library to their own chambers.

MR. CHISHOLM ANSTEE, one of the Bridgewater Commissioners, has received a threatening letter. Mr. ANSTEE is about the last man in the world to be intimidated, and he promises to follow up the clue to the author. We hope he will. We are certain he would create a precedent which would be valuable in Ireland.

It is only by frequent recurrence to the same topics that we can hope for reform. Consequently we are glad to see that in his address to the Jurisprudence Section of the Social Science Congress Mr. HASTINGS has been careful to place his finger on the blots which disgrace our legal system, and more particularly our system of procedure. But we notice one assumption which a lawyer certainly ought not to have made, namely, that "Legislation in a free country is the immediate expression of the popular will." So far from this being the case, English legislation has generally been the dilatory evolution of thought by a fluctuating majority of representatives speaking the will of an educated minority. The fact is, man assists nature when he legislates, and Mr. HASTINGS speaks thus of human intervention: "but when we come to man we find a change. A moral element has supervened. The free will, which is the grandest heritage of the race, has opened the floodgates of evil as well as the infinite possibilities of good. The actions of mankind, and the consequent development of society, do not spring from the spontaneity of mechanism, but from the intellect of choice." We must take it, therefore, that laws result from the intellect of choice, which differs from the spontaneity of mechanism, and we think this proves that legislation is not the immediate expression of the popular will. But we confess we should find it hard to associate some of our laws with the intellect of choice.

THE County Courts Chronicle draws attention to a question which it observes must constantly recur if steps are not taken to set it at rest. It arose in a case heard at the Darlington Court, where it was contended that the rule which prohibited one attorney from appearing for another does not apply to equity proceedings. The judge, of course, held that the rule applied to proceedings both at law and in equity, and the difficulty was got over by the attorney handing in a retainer from the client. We cannot consider how any doubt could have existed as to the application of the enactment to equity proceedings, for rule 115 says that the provisions of the section (sect. 10 of 15 & 16 Vict. c. 54), shall apply to all proceedings in bankruptcy, and to all other matters which may come before the court. It is quite clear, says the Chronicle, that the enactment ought to be repealed. No protection is afforded to the Bar by its existence, because it is always cheaper and more simple for a retainer to be given by the client to another attorney, and that course would always be taken where the case would not bear counsel's fee. Where it would, we believe solicitors would always feel disposed, being unable to attend themselves, to brief a junior. There is really no more reason why the rule should continue to exist than why there should be a rule made prohibiting one counsel from holding the brief of another. Solicitors have a very simple remedy in their own hands, but it is not always possible to get at the client; frequently, it is very inconvenient. And there being no ground for continuing the rule, we should be glad to see it abrogated.

LAND LAW REFORM.

THE second demand of the Tablet, representing the powerful Roman Catholic interest in Ireland, is

- Fixity of tenure, by
- 1st. Leases for long terms;
- 2nd. Abolition of the landlord's power of arbitrary eviction;
- 3rd. Restriction of the landlord's right of raising rents to cases of increased value (not

due to tenant's improvements), shown by public valuations.

These requisitions are manifestly inconsistent with any rights of property. To compel a man to give to some other man the possession of anything that is his for a long term of years, is sheer confiscation in fact, by whatever mild name it may be called. It may be right to rob owners for the benefit of tenants; but it is not the less robbery. If any person really doubts this, let him try it by a simple application of the same doctrine to himself. He has lent 100l. on mortgage. The mortgagor demands that he shall be empowered by law to keep possession of this 100l. for thirty years; that the owner shall not be permitted to call it in so long as interest is paid, nor to raise the rate of interest, whatever the changed value of money. There is no real difference in the principle, whether applied to a loan of money or a loan of land. It is a matter of bargain between the parties. Scarcely less striking in its injustice would be the case of the tenant of a house requiring that the law shall give him a long lease of it, not only without the consent of the owner, but against his will, and not fixity of tenure merely, but fixity of rent!

The abolition of the landlord's power to evict scarcely needs separate statement, for it follows from the first demand for compulsory long leases. If a tenant holds under a lease, he cannot be evicted so long as he performs the covenants of the lease; and we presume that our contemporary does not advocate a general licence to tenants to set aside any covenants inconvenient to perform. Arbitrary eviction can occur only where there is no lease, and the tenant is in only from year to year. As the first proposition is for a compulsory long lease, and that would of itself preclude the possibility of arbitrary eviction, this second one is superfluous.

As to the proposed restriction of the power to raise rents, it is certainly as arbitrary an encroachment on individual liberty as either of the preceding suggestions. A law that should attempt it would be a tyrannical law, opposed not alone to every principle of political economy, but to the freedom of contract recognised by all civilised communities. Equally iniquitous, and for the same reason, would be the third proposal, for an immediate new valuation of poor lands with a view to a general reduction of their rents. What are poor lands? What law is to define the soil that is to be deemed "poor"? Is it to be comparative? If not, by what standard is the poverty to be measured? But farms usually comprise some poor land as well as some rich land, and the rents are calculated upon an average of the whole, the former being set down at less, and the latter at more than their value. How are the poor lands on such a farm to be estimated, for what per centage of poor land is to entitle the tenant to demand a valuation with a view to reduction? Mark, moreover, the consequences that would certainly follow the adoption of such a scheme. Tenants would compete with one another to take a farm at any price, however extravagant, calculating on being enabled to go to an arbitrator for relief from their own deliberate bargain.

The other propositions—pecuniary assistance to necessitous tenants, and a simple machinery for carrying out the design, are, on principle, unobjectionable. But there are practical difficulties in their adoption. A loan would not be made to a tenant farmer by the Government without sufficient security, and what could he offer to the State which he cannot, as it is, offer to private lenders? The owner of an estate can give the land itself as security for money advanced to him by the State for the purpose of improvements, but what security can a tenant give? And as for simplicity in the machinery, it would take the most ingenious to devise a plan whereby all that would be requisite for the proposed transfer of the land from the owner to the tenant could be completed without considerable labour and consequent cost.

Such are the suggestions, or more properly the demands, put forth by the Roman Catholic party in Ireland. We purpose next week to review the more rational scheme proposed by Mr. BRIGHT.

HOW TO STOP BRIBERY.

SUGGESTIONS continue to be made on the subject of checking bribery and corruption generally; but every one must agree that commissioners may sit until they can sit no more, and

the story will never be varied, that that story is as simple as it possibly can be, and will always lead to the same conclusions, and that those conclusions are perfectly plain. Corrupt practices prevail to a greater or less extent at every election where there is a contest, and it is about as ridiculous to suppose that the principals who pay the money are not as conscious as the agents of the existence of those practices, as it is to suppose that in ordinary matters they are ignorant whether the articles which are paid for and consumed every day have been supplied.

We have now plenty of material for an entirely new law on the subject of electoral corruption. That new law should begin by hemming in a candidate in every possible way. He and his recognised agents should be compelled to take an oath of allegiance to purity of election. Paid canvassers and agents should be compelled to take out a certificate which should be liable to forfeiture on conviction of any practice calculated to interfere with freedom of election. And the election being over the individual elected should not be allowed to take his seat until he had verified his accounts by affidavit.

Under the existing law there is much that may be done. It is absolutely a farce to issue three commissions when no less than seventy petitions were presented. No commission issues now unless a Judge reports that corrupt practices have extensively prevailed. This he cannot do if evidence is not adduced before him, and people who present petitions are too much concerned for their own interests to let the Judge know all. The fact is, election petitions are a mistake. They may be withdrawn; and the judge is bound to accept the affidavits of the immediate parties that there has been no collusion. His hands are tied, and he certifies to the Speaker that in his opinion no collusion existed. Again, at the trial he is mocked. He knows there is something behind which he cannot get at, but no evidence being presented to justify a report of extensive prevalence of corrupt practices, he makes a return to the Speaker simply as affecting the seat attacked.

On this head there cannot be a doubt that petitions ought to be taken out of the hands of private individuals. Or, if that be impossible, it should be open to any twelve inhabitants being voters to present a memorial to Parliament or the Home Office praying an inquiry. A single Judge would effect the objects of a commission just as well, and indeed far better than three barristers: he would compel more respect; he would, of course, have more competent assistance than is afforded the commissioners by a single secretary; and, by this arrangement, we might have a score of commissions effectually exposing the rottenness of as many English constituencies instead of threescore petitions (of which two-thirds are withdrawn and half the remainder fail), and three commissions sitting all the autumn on three unhappy boroughs, who are the scapegoats of the kingdom.

And a word about these commissions. The gentlemen engaged are remunerated by the payment of so many guineas per diem. We do not for an instant say that the present commissioners have a conscious desire to receive a single shilling from the country which is not well-earned and necessarily incurred. But no Judges ought to be paid by the day. An inquiry into electoral corruption may be indefinitely prolonged, and with perfect apparent justification, and the best of us is open to the temptation to justify a prolongation of an inquiry which is comfortably remunerative. The question is what is the object of a commission? Is it to convict a borough of corruption so as to call for disfranchisement? Apparently it is, because everyone who gives evidence fairly receives a certificate protecting him from prosecution. Therefore there should be a point at which conviction for the purpose of disfranchisement should be declared. All that the commissions are now doing is to afford amusement to the public by disclosures affecting individuals. Those disclosures cannot punish the members more effectually than the disfranchisement of the boroughs. In Bridge-water the end is attained. The borough is self-condemned. In Norwich no one will tell the truth, according to the Chief Commissioner, and this being so it is difficult to see how the presence of three virtuous gentlemen and their secretary can instil the necessary amount of veracity into the constituency to bring to light the misdeeds which were undoubtedly perpetrated at the last election.

But as we have said Judges should be directed to try suspected boroughs, and to exercise inquisitorial powers. Assisted by a public prosecutor a Judge would get through the work in one-third of the time occupied by the commissioners, and the result would be more satisfactory to the constituencies and the country.

MUNICIPAL AND PARLIAMENTARY ELECTIONS.

(Continued from page 394.)

NO. IV.

TREATING (continued.)

THE question of corrupt treating has been dealt with in almost every case. It arose before Mr. Justice Willes in the *Windsor Petition*, 19 L. T. Rep. N. S. 613; and in the *Lichfield Petition*, 20 L. T. Rep. N. S. 11. As we have already shown, it formed the main ground of Baron Martin's decision in the *Bradford Petition*, 19 L. T. Rep. N. S. 718; and Mr. Justice Blackburn had occasion to consider it in the *Bewdley Petition*, at p. 676 of the same volume. In the first-named case Mr. Justice Willes held that wine supplied by a candidate at the dinner of a non-political society was not treating; but he took the opportunity of saying, "I must express the opinion, for I entertain it, that this is a questionable proceeding, and that it would be well if such proceedings were refrained from in the future; the more so because no one but a man possessed of wealth could afford to expend 27l. in a single evening on drink for other people." And there is no doubt that if, after this expression, such a proceeding was resorted to, it would imperil the seat, Mr. Justice Blackburn having said, in the *Hereford Petition*, 21 L. T. Rep. N. S. 120, that if that is done at an election which on a previous petition was reprehended by a judge, it would avoid the election. That is to say, a wilful breach of the law would introduce the operation of the word corrupt. In the *Lichfield petition* Mr. Justice Willes said, "In order to prove treating, it must be shown not merely that eating and drinking went on during the election, and went on under the eyes of the candidate (eating and drinking must always go on), but it must be shown that the eating and drinking was supplied at the expense or upon the credit of the candidate, either by his authority or by the authority of one or more of his agents in order to influence voters."

In the *Bewdley petition* Mr. Justice Blackburn directed his particular attention to the force of the word corrupt as applicable to treating. He—as we have noted that Baron Martin did—adopted the view taken by Mr. Justice Willes as to the meaning of the word. "Those who framed the Act," he said, "appear to have intended that it should comprehend almost everything that can by any possibility happen in this way at an election; but they have governed it all by the word 'corruptly.' The interpretation of this word, as explained, and in my opinion rightly explained, by Mr. Justice Willes, is not 'wickedly,' 'immorally,' or anything of that sort, but embraces such conduct as it was evidently the intention of the Legislature to discountenance." Then as to what amounts to corrupt treating, and what is merely evidence of it, his Lordship said, "Where it is shown that even the smallest quantity of meat or drink is supplied that is, of course, admissible as evidence of treating;" but, he added, "more than that would be required to make out a corrupt intention. Each individual case may in itself be slight—a mere feather weight—but all taken together will be of importance if there are many such cases."

Then comes the question as to the nature of such evidence to satisfy the mind of the Judge. To this an answer is in a measure given by the *Wallingford Petition*, 19 L. T. Rep. N. S. 767, where Mr. Justice Blackburn based his decision on the quantity of refreshment which was given, and he "thought upon the evidence brought forward by the petitioner there was quite sufficient to void the election had it not been contradicted." The evidence in contradiction was that of the respondent and his agents who stated that they had discouraged treating, and it was positively sworn by the agents that they took great care to prevent treating, and to declare that if it was done they would not pay for it. The Judge considered, however, that the sitting member had imperilled his seat by having "scores" at public-houses, and took occasion to say that he would have it laid down as a principle that having a

score at a public-house amounted to treating, and as a matter of prudence he advised all candidates to have no score at all. "Let the member pay his agents handsomely, let them pay others, and let everyone find himself in refreshments. Then the candidate's seat could not be imperilled."

Further, on the subject of corrupt intention in giving refreshment, we may notice a discussion between Judge and counsel in the *Coventry case* (at p. 406 of 20 L. T. Rep. N. S.), from which it appears that a thing is not to be inferred to have been corruptly done simply because an election was going on at the time. Counsel stated his intention to prove that persons to whom, from their position, spirits might be considered a luxury, had spirits supplied to them—chiefly gin and water—at all times of the day, and had suppers provided for them, and were then canvassed for their votes. "Numerous acts," said Mr. Justice Willes, "of that scattered kind, and those small quantities would furnish a strong inference of an intention to influence voters, and therefore would amount to treating. But scattered acts of that kind occurring every day are really of no account simply because an election is going on." And in his judgment his Lordship remarked, "Eating and drinking must go on, notwithstanding an election coming, in the ordinary and usual course. When that eating and drinking takes the form of inviting people for the purpose of inducing them to change their minds and to vote for the party to which they do not belong, then it becomes corrupt, and is forbidden by the statute."

It would not occur to many that there is any difference in the offence whether the treating be by means of eating or drinking, but in the *Norfolk petition* (Part II. printed judgments, p. 276) Mr. Justice Blackburn said, "there is a very great difference between meat and drink, although the statute makes no difference at all as to the law of the matter . . . No doubt a man may be influenced as to his vote by giving him a sandwich to eat, and on the other hand, a man may be made extremely drunk without influencing his vote. But when we come to look at the probability of what a man intended, there is a very great difference indeed." And in considering probabilities, this is undoubtedly a matter for consideration. As his Lordship said, "It comes to a question of degree and extent, and the Judges have power to consider whether or not it was intended to produce the effect contemplated."

From these authorities this branch of the subject may be easily summed up. Ordinary hospitality is not struck at by the Legislature; and where the giving of drink or refreshment is shown to have gone beyond the ordinary scope of hospitality, it must have been systematic or clearly given with a corrupt intention of making voters vote against the party to which they belong. Keeping scores at public houses, and opening public houses and giving an unlimited discretion to the landlord as to the amount of drink he is to supply without receiving payment, are, the one dangerous, and the other fatal practices. There being a corrupt intention proved, the quantity of meat or drink supplied is immaterial.

UNDUE INFLUENCE.

Every person who shall, directly or indirectly, by himself or by any other person on his behalf, make use of, or threaten to make use of, any force, violence, or restraint, or threaten the infliction, by himself, or by or through any other person, any injury, damage, harm, or loss or in any other manner practise intimidation upon or against any person in order to induce or compel such person to vote or refrain from voting, or on account of such person having voted or refrained from voting at any election, or who shall by abduction, duress, or any fraudulent device or contrivance, impede, prevent, or otherwise interfere with the free exercise of the franchise of any voter, or shall thereby compel, induce, or prevail upon any voter either to give or refrain from giving his vote at any election, shall be deemed to have committed the offence of undue influence.

That is the definition of undue influence contained in the 5th section of the Corrupt Practices Act 1854, and it has received interpretation at the hands of two most eminent Judges, Justices Willes and Blackburn. Indeed we have only to turn to the *Westbury case* to find a clear and distinct statement of what is undue influence within the section: (20 L. T. Rep. N. S. 22.)

His Lordship was inclined at first to consider the meaning of the words injury, damage, harm, or loss. He said that a question might arise whether not only damage must be shown, but damage the result of some injury for which an action might be maintained at law, and to which it might be pleaded that the damage resulting from being dismissed from an employment where the master had a legal right to dismiss was not a damage coming within that description, and therefore not within the statute. He, however, thought it unnecessary to express an opinion upon that point, "because the following words are large enough to include every sort of intimidation, every sort of conduct which would operate upon the mind of another, and terrify or alarm him into doing what the person misconducting himself willed, against his own free will."

In the *Norfolk (North Division) petition* (Part II, printed judgments, at page 270), Mr. Justice Blackburn also states his view of the Act. He said, "I think there can be no doubt, when you look at the earlier part of it, that it is meant and intended to say, that where there is any force, violence or restraint, or any threat of injury, or any injury, those are cases which of course would embrace all the cases where a wrongful act is threatened; but I do not think the Act is at all confined to that." Further on he said, "I think it would apply to cases where, though a person has a perfect right to do it, if he does not do it with the motive of affecting the vote, yet the doing of it does inflict harm upon the other side." This he applies to the important question as between landlord and tenant. "I take it," he said, "that where a tenant who holds his land from year to year, to whom consequently the landlord can at any moment give six months' notice to quit, the landlord has a perfect right to choose his tenant and turn him out; but if the landlord threatens to inflict, or does inflict, that turning out of his tenant for his vote, that is inflicting harm or loss within the meaning of the Act." And again as to the question discussed in the *Westbury* and *Blackburn* petitions, the act of a master in dismissing his servant, Mr. Justice Blackburn, says that if it is done on account of the vote, and for the purpose of coercing the voter, it is within the statute. Referring to the events which occurred at Blackburn, and to which we shall presently refer, his Lordship said that, in his opinion, it was rightly held "that though the loss and harm to be done to the man is not an illegal harm, not a matter that would be a crime like bribing the man, or destroying his property, yet if it be a loss inflicted for that purpose, viz., to force workpeople to vote, 'it is brought within the statute.' And, finally he went to the limit suggested by counsel, of a lady looking at a box of ribbons, and on learning the politics of the tradesman, refusing to purchase. That he held to be such a trifling thing that it could hardly be acted upon; but considered the withdrawal of custom, or the threat to withdraw it, a question of degree, and that where it seriously affected the saleable value of the goodwill of a man's business it would clearly be a loss within the meaning of the statute."

The definition of the compass of the statute given by Mr. Justice Willes, in the *Westbury* petition, coincides with that of Mr. Justice Blackburn. He reads the 5th section by the light of the 2nd, and held, to use his own not particularly happy but still intelligible expression, "that that which it is bribery to promise the enjoyment of is in this case, and with reference to these circumstances, dismissal of servants by a master, 'intimidation to threaten the deprivation of.'" To promise employment is bribery; to threaten to withdraw employment is intimidation.

We now arrive at the most important question which arose in the *Blackburn Petition*, 20 L. T. Rep. N. S. 823, regarding intimidation amongst workmen by persons having power to dismiss them, and by fellow workmen. We have already noticed that Mr. Justice Blackburn in the *Norfolk* petition said that dismissing a man on account of his vote is intimidation. As a commentary on this, the remarks of Mr. Justice Willes, in the *Blackburn* case, should be considered. They do not, in any degree, conflict with the observations of Mr. Justice Blackburn, but forcibly illustrate them.

In the dismissal of a servant for his political opinions, "a good deal would depend," said Mr. Justice Willes (p. 827, 20 L. T. Rep. N. S.), "upon whether the injury inflicted upon him

was an injury which would make him likely to change his mind in order that he might be received back into the service of the person who had discharged him, or that he might be taken notwithstanding that discharge into the service of some other person of the same political opinions as the master who had dismissed him; and dealing with reference to the individual case or even several cases of dismissal from one mill in Blackburn, for instance, it might be material to consider whether there were not a great many other mills of the same colour as that from which the man or men had been discharged, and at which it might be impressed on their minds by the improper discharge that they were less likely to be received unless they chose to change their political mind, and to give at the election a vote different from that which they had announced their intention of giving; and although with reference to one or more persons who were determined in their political views, the effect might be the very contrary of influence, yet with respect to bodies of persons, and in business where there is a large class of employers of the same mode of thinking as the one who was guilty of the wrongful discharge, it may be that a different result would be produced. But the matter is not at all concluded here, because the section says that the undue influence which is reprehended by it shall not be practised, whether directly, or indirectly, and it is not because the one man who may be shoved or hooted, or pelted with mud, or dismissed from his employment on account of his political opinions may, if he is a man of independence, be only the more fortified in them, and only be influenced against the persons who ill-treated him, that therefore no influence is exercised upon other persons in the same class; on the contrary, whilst the strong-minded would be influenced against the intimidation, the weak-minded and the waverers, whether in the same employment or in others, under like circumstances, would or might be deterred. That they might be deterred is sufficient." And his Lordship concluded: "The Legislature, in the 5th section, has used language which makes it undue influence to practise intimidation, directly or indirectly, with intent to influence the vote of a single voter. Whether that voter be the person ill-treated, or whether the ill-treatment be violence or damage done by the removal of custom or business, or employment, is immaterial. If it is done with a view to affect votes, or interfere with the free exercise of the franchise, it is within the prohibition of the 5th section. I think, therefore, that the wrongful dismissal by an employer of a voter or voters from his employment shortly before a general election, upon the ground of his political opinions, is evidence of intimidation within the 5th section, upon which the court is bound to act, if it believes that evidence."

(To be continued.)

LORD WESTBURY AND THE COURTS OF APPEAL.

It is a question at present somewhat discussed whether the LORD CHANCELLOR exercised the wisest discretion in recommending Lord Westbury to decline the office of Lord Justice of Appeal. And this question gives rise to another concerning the efficiency of the House of Lords as a court of final resort. It is perfectly plain that the House of Lords as a court of appeal is at present in such a condition that it can ill afford to lose so valuable a member as Lord Westbury, and that appears to have been Lord HATHERLEY's only ground for coming to the conclusion at which he arrived. But it seems to us that there is another matter which ought to have received consideration, and that is the waste of judicial power by the confinement of Lord Westbury to the House of Lords. A contemporary expresses the regret which every practical lawyer must feel that so good a lawyer as Lord Westbury is not more regularly employed than in hearing arguments four or five hours four days in the week during the Parliamentary session, and it is correctly observed that in the capacity of Lord Justice he would get through a much larger amount of work without any exceptional strain being put upon either mind or body.

But the important matter, to which we not long since directed attention, is the state of all our courts of appeal. Appeals lie from the equity and the common law courts to the House

of Lords; but the procedure is very different in the one case and in the other. In equity an appeal is carried to the Lords Justices or the Lord Chancellor from a Vice-Chancellor or the Master of the Rolls. These are the settled and never changing appellate Judges. At common law, on the other hand, we have that ridiculous anomaly the Court of Exchequer Chamber, a fluctuating, shifting, and uncertain body of Judges. We like to hear a lay journal on these matters, and it is the opinion of the *Spectator*, comparing the Exchequer Chamber with the House of Lords, that "no system can well be devised that is more calculated to produce uncertainty than the one by which the judgments of any court of common law are referred to two other courts of co-ordinate jurisdiction. The only principle which underlies this system is the numerical principle, and even that not always followed. The House of Lords has at least prestige and authority. The Exchequer Chamber is made up at haphazard, feels that it is free from final responsibility, knows that the judgment it has reversed may be confirmed on another occasion, and acts less by settled rule than by the accident of its composition or of its guiding spirit."

Great injustice is done here to the learned Judges who from time to time sit in the Exchequer Chamber. We believe that they are always, as much from constant habit as anything else, sedulously careful and most painstaking in their judgments, excluding entirely from their minds all calculations concerning final responsibility. Of course it is satisfactory to every Judge, when a difficult point is discussed before him, to feel that if he is wrong in his decision, it can be reviewed by superior authority. But judicial pride is quite sufficient to ensure an avoidance of unsound judgments which must be overruled in the court above. And it is a further mistake to suppose that the court acts "less by settled rule than by the accident of its composition or of its guiding spirit." More particularly does very little depend upon the influence of a guiding spirit. The chiefs are considered, we assume, to be the guiding spirits when they are present, but only recently the LORD CHIEF BARON delivered a judgment with which a majority of the court did not concur. The writer in our contemporary evidently little appreciates the independence of thought and character which happily characterises our Judges.

There is, however, the need of reform still existing. It would be highly desirable that the intermediate common law court of appeal should be abolished. According to the contemporary whom we have thought worth while to quote, the establishment of one court of appeal, composed of regular Judges, and chosen on the only sound principle of preferment, that of preferment by merit, is the real cure for the evils which have been specified. He would not follow the suggestion of the Judicature Commission as to the annual choice of three Judges, and their return at the end of the year to the court from which they had been taken; but would have the Judges of Appeal chosen from among the Judges of the Superior Courts after a certain period of service, or from among those who had held the post of Lord Chancellor. There is an exploded notion contained in these remarks, namely, that promotion to the judicial bench is in any great degree the reward of political services. We think it may be fairly said that at present there is not a single Judge on the bench who ought not to be there, and if there be, we doubt whether it could be said that he owed his elevation to political service. The chiefs of the three common law courts possibly received their appointments because they were law officers. Can it be said that anyone of the three could be advantageously removed in favour of any member of the Bar to whom a Judgeship has not been offered? We have very little doubt about the answer.

Undeniedly there is a difficulty about the Chancellorship, which by its nature is a semi-political office. At present the appeals to the Chancellor being all equity or bankruptcy matters, it is at least undesirable that a common lawyer should be promoted to the position. The *Spectator* proposes that Judges should go through a course of training for the Court of Appeal—that ex-Chancellors should sit for a time in the Superior Courts of Common Law. Imagine Lord Westbury a puisne in the Exchequer, or Lord CATRAN assisting at a registration appeal in the Common Pleas! If, as the Judicature

Commissioners propose, there was one regular court of appeal of great strength, to which only Judges of the highest available ability would be promoted, there would never be any difficulty in dealing with the business, wherever it might come from. Our contemporary lastly complains of the time during which the Lord Justiceship has remained unfilled "between the claims of persons and those of the public." The writer does not make his meaning very clear, but the claims of the public have not had any existence, the court having been closed for the recess for nearly two months past.

INSURANCE AGENCIES.

UNDER this title in our last number we discussed a case of *Mackie v. The European Assurance Society*, and incidentally, from an inadvertence, stated that the Commercial Union Insurance Company had "ceased to do fire business." This remark should, as appears by the report of the case at p. 104 of 21 L. T. Rep. N. S. have been applied to the European Company.

We have been applied to by the directors of the Commercial Union to repair, by the publication of the present article, any injury which the misstatement may have caused, or may be likely to cause that office. The Commercial Union transacts fire business, we are informed, on a very large scale in London and the country, and has agents in most of the principal towns, several of whom are solicitors. We are happy to be able further to state that the agent against whom negligence was alleged by the European ceased to be an agent of the Commercial Union at the instance of the directors, after which he became an agent of the European, never having been agent for both companies at the same time. A remark is fairly made in the letter which we have received from the solicitors of the Commercial Union, that, "the litigation" in *Mackie's* case "seems to have been caused by his (the agent's) attempt to transfer an insurance from the Commercial Union (with which office the assured was perfectly satisfied) to the European Company."

We very much regret that the misstatement complained of should have occurred, but most of our readers being probably well acquainted with the Commercial Union, we trust that the injury sustained may prove to be very small.

DIGEST OF SHIPPING LAW CASES. FROM 1860 TO 1864.

Edited by F. O. CRUMP, Esq., Barrister-at-Law.
(Continued from page 396.)

CHARTER-PARTY.

7. *Lump freight—Stipulation as to capacity of ship—Remedy of charterer by cross action.*—A lump sum of freight, 1500*l.*, was agreed to be paid on condition that the ship took a cargo of not less than 1000 tons weight and measurement. It was held that the stipulation as to the capacity of the ship was not a condition precedent, and the plea that the full cargo was not and could not be shipped was held to be no answer to an action for the freight. The remedy of the charterer was by a cross action, or a reduction of damages: (*Pust v. Dowie*, Q. B. April 28, 1863; 1 Mar. Law Cas. 333; 8 L. T. Rep. N. S. 243; 2 Jur. N. S. 1322; 33 L. J. 172; 5 B. & S. 21, in error; 34 L. J. 127.)

7A. *Broker's commission—Remoteness of services—Introducing shipowner to broker.*—A shipbroker having introduced a shipowner to another broker, who was also a merchant, and through whose introduction to a London broker a charter-party was entered into, was held entitled to commission on that charter. Evidence as to who was the proper person to receive the commission. Remoteness of a claimant's services in respect of procuring charter: (See "Commission" and "Broker":) (*Kynaston v. Nicholson and others*, C. E. June 5, 1863; 1 Mar. Law Cas. 350; 8 L. T. Rep. N. S. 671.)

8. *Shipbroker's authority to bind owner.*—A shipbroker has no general authority to charter a ship for a voyage contrary to instructions given by the owner not communicated by the broker to the merchant. Where a broker signs a charter-party "by authority of captain," it has the same effect as if he signed "by procuration," and he is in such a case limited to his specific instructions; and in every such case the merchant should inquire what those instructions are. A ship was chartered to and from Miramichi, the captain having received an unsigned charter-party stipulating for leave to take outward cargo to another port. Loss of market for cargo occurred by delay through ship going on an intermediate voyage. A verdict against the captain for damages on account of loss of market for cargo ordered to be set aside and a new trial had: (*Spraight v. Beyer-*

lieb, E. C. Ireland, April 29, 1863; 1 Mar. Law Cas. 375; 9 L. T. Rep. N. S. 31, affirming judgment of the Court of Exchequer, Ireland, May 13, 1862.)

9. *Construction of clause—Description of ship—Warranty—Agent's authority.*—Charter-party entered into between the shipowner's agent at New York and a merchant there, British subjects, described the ship as "a British ship, A 1." Held, on the authority of *Belin v. Burness*, 8 L. T. Rep. N. S. 207, that this was a warranty that the ship was classed A 1 in Lloyd's register. The agent was authorised under a certain power of attorney, to enter into a charter-party with such an undertaking, and the owners were held liable for the higher rate of premium which shippers had to pay in consequence of the ship having run off her class. The ship was not specified as A 1 in the power of attorney, and the vessel had run off the list in the same month as the power of attorney was dated, and fraud was not alleged: (*Routh v. McMillan*, C. E. Nov. 3, 1863; 1 Mar. Law Cas. 402; 33 L. J. 38, Ex.; 10 Jur. N. S. 158; 9 L. T. Rep. N. S. 541; 2 H. & C. 750.)

10. *Broken stowage.*—A charter-party stipulated for a full and complete cargo, and, as regarded freight, it was stipulated that what goods might be shipped as broken stowage, were to pay freight as customary. It was held that broken stowage was part of the produce contemplated, and that the shipowner was bound to receive it. In *Moorsom v. Page* (4 Camp. 103) the charterer was entitled to ship a complete cargo of tallow, and it was held that the fact that if he had loaded the ship in some other way the owner would have received more freight, did not render it compulsory on him to do so: (*Cole v. Meek*, C. B., Jan. 14, 1864; 1 Mar. Law Cas. 415; 33 L. J. 183; 15 C. B., N. S. 795.)

11—15.—See future digest—1864 to 1867.

16. *Construction of clause to proceed with cargo to a safe port.*—A charter-party provided that the vessel chartered should proceed to a safe port in Chili. She was bound for Valparaiso for orders. Arriving there, she received orders to proceed to the port of Carrisal Bajo. Before a port had been named, this one had been stopped up by a prohibition of Government, and the Government refused to give the ship a permit to enter. It was held that the merchant was bound to name a place which at the time he named it was in such a state that the ship could safely enter, and not such a port that, if she had entered, she would have been confiscated: (*Ogden v. Graham*, Nov. 27, 1861, Q. B.; 5 L. T. Rep. N. S. 396; 31 L. J. 26, Q. B.)

17. *Memorandum in charter-party—Whether part of contract—Whether applicable to homeward as well as outward voyage—Evidence.*—This was the clause—"Commission to be paid to charterer, to whom the vessel is to be addressed, on her return to London," the charter being only for an outward voyage, and making no mention of a homeward voyage. It was ruled that the jury must say on the evidence what was the definite and known meaning of the clause: (*Hibberd v. Omen*, 2 F. & F. 502, Cockburn, C.J.) (This case occurs out of its order in the reports, and is dated 1859.)

18. *Claim against broker who had chartered ship without authority, for difference of freight on procuring another ship.*—In such a case, the second ship being much larger than the first, it was held that the broker was liable at the utmost for the difference of the freights on the whole of the cargo of the substituted ship, credit being given for the profit on the surplus cargo carried. But it was left to the jury to say whether the plaintiffs might have got a smaller ship, or whether they improperly neglected to give the defendant notice of the substituted charter so as to give him the option of using the surplus space: (*Mitchell v. Kahl*, 1862; 2 F. & F. 709.)

19. *Ship aground—Cargo discharged and transhipped.*—An action was brought against charterers for not supplying a cargo pursuant to charter-party. The vessel having taken three-fourths of the cargo on board, while proceeding to another part of the river for the purpose of receiving on board the remainder, took the ground and sustained damage. The master thereupon required the charterers' agent to take out what was shipped; he did so, and loaded it on board other vessels. Under these circumstances it was held that the action against the charterers was not maintainable: (*Strugnell v. Friedrichsen*, May 27, 1862; 12 C. B., N. S., 452; 9 Jur. N. S. 77.)

19A. *Case relative to damages and expenses—Construction of clause in charter-party.*—A ship was chartered from Liverpool to Puerto Cabello. A clause was added to the charter-party giving the charterer the option of sending a portion of the cargo to Macarabo, which provided that any and every expense the vessel might incur in consequence of this additional clause should be borne by the charterer. The master was prohibited from landing the cargo for Puerto Cabello on the false ground that some of the goods were contraband; but he was given permission to clear if he

could pay a fine. This he was unable to pay, took legal proceedings, and incurred other expenses. It was held that, the expenses being incurred solely because the master could not pay the fine, the shipowner could not recover them against the charterer: (*Sully v. Duranty*, June 1, 1864; 33 L. J. 319, Ex.; 3 H. & C. 270.)

CHARTER-PARTY (BREACH OF).

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Voyage interrupted by war.—Master of an Austrian ship held to be justified in pausing to proceed to Copenhagen, to which port he was ordered, lest he should be captured by French cruisers, war having broken out between France and Austria: (*Avery v. Bowden*, 6 B. & B. 583.) Orders were afterwards given to go to Plymouth: Held, that it was a proper question for the jury, whether this was a revocation of the original order: (*Pole and others v. Cetecovich*, C. B., Nov. 23, 1860; 1 Mar. Law Cas. 2; 3 L. T. Rep. N. S. 438.)

2. *Injunction—Jurisdiction of Rolls Court.*—Injunction granted to restrain defendants from entering into sub-charter-party inconsistent with the terms of contract of affreightment with shipowner. The court has undoubted jurisdiction in such a case: (*Servin v. Delandes*, M. R., Dec. 13, 1860; 1 Mar. Law Cas. 1.)

3. *Principal and agent—Mistake.*—Equitable plea that it was understood between the shipowner and the agent of the charterer, before entering into the contract, that the agent should not be personally liable, but that, by mistake, the charter-party was so framed as to make him liable on the face of it. It was held that this was a good equitable defence to an action at the instance of the shipowner against the agent for breach of charter-party. Per Bramwell, B. the above was a good legal plea: (*Pym v. Campbell*, 9 Ell. & Bl. 370; 25 L. J. 277, Q. B.; *Davies v. Stambank*, 6 DeG. M. & G. 679; *Wake (executor, &c.) v. Harrop and another*, C. E., May 1, 1861, and E. C., May 17, 1862; 1 Mar. Law Cas. 81, 247; 6 H. & N. 768; 30 L. J. 273.)

CHARTERERS.

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1. *Set-off against freight—Demurrage—Delay by master refusing to ship acids and gunpowder.*—Charterers held not to have a right to set-off against freight as demurrage, a claim on account of delay arising in consequence of master's refusal to take acids and gunpowder on board. It could be only a ground of action against the master for the refusal to take the goods. There was a stipulation that the master should attend daily at broker's office to sign bills of lading which was not duly performed. It was held that the performance of it was not a condition precedent to the shipowner's right to sue for freight: (*Seymour v. Duthie and others*, E. C., Nov. 30, 1860; 1 Mar. Law Cas. 3 (Error from the Common Bench).)

2. *Charterer handing copies of bills of lading to shipowners—Consular manifest—Custom at Liverpool—Action for fraudulent misrepresentation.*—Charterers are not bound to hand over to shipowners copies of bills of lading, in order that consular manifest may be made out. It was alleged that there was a custom at Liverpool for shippers of goods to make out for the captain a correct copy of bill of lading, but there was nothing in the declaration to show that this was a duty cast upon the defendant, and it was held that the declaration could not be supported. There was a further allegation that the defendant only handed over copies of six out of the eight bills of lading "as for the whole." This was relied upon by the plaintiffs, but it was held to be a mere misrepresentation, for which, if deceitfully or improperly

made, an action might lie at the suit of the bailors: (*Dutton v. Powles*, Q. B. Jan. 22 and 25, 1861; 1 Mar. Law Cas. 22; E. C. Feb. 3 and 8, 1862; 1 Mar. Law Cas. 209; 3 L. T. Rep. N. S. 695; 31 L. J. 191, Q. B.; 6 L. T. Rep. N. S. 224; 2 B. & S. 174, in error, 8 Jur. N. S. 970.)

3. Limitation of agents' liability—Shipment of cargo—Regular turn.—A contract was made by defendants as agents for principals abroad to ship cargo without any liability on the part of the agents for anything done either before, during, or after the shipping. The cargo was not shipped in regular turn, but as the plaintiff contended, too late. The cargo was, however, shipped before the suit commenced, and it was held that the defendants were protected by the provision in the contract. *Ingleby v. Iglesias*, 1 E. B. & E. 933, considered an authority for defendants: (*Milvain and others v. Peres and others*, Q. B. Jan. 18, 1861; 1 Mar. Law Cas. 32; 3 L. T. Rep. N. S. 736; 30 L. J. 90.)

ELECTION LAW.

NOTES OF NEW DECISIONS.

ELECTION PETITION—ILLEGAL ACTS OF AN ASSOCIATION—EFFECT OF CANDIDATE'S SUBSCRIPTION TO.—Some acts may be done at an election of which the judge disapproves, but which do not vitiate it. These may be looked to, however, to explain other acts which are ambiguous, and if upon a future election petition arising out of another election at the same place, acts similar to those of which the judge had expressed his disapproval were proved to have been repeated, the judge who tried the second petition might well take them into consideration to aid his conclusion that the act upon which the validity of the election depended was a corrupt and dishonest act. There is no partnership privity between the parties subscribing to a political association; nor does the fact of subscribing confer any authority upon the person who manages it to make them responsible for an illegal act done by the manager. S. was the acting agent and sole representative of a Liberal association, and evidence was given to show that he paid the rates of voters to enable them to be registered. The respondents were Liberals, and subscribed to the funds of the association, but did not interfere personally: Held, that they were not responsible for the acts of S. *Semble*, it is necessary in order to establish that a person had corruptly paid a rate when the rate was in fact paid by a third person, to show that that person was authorised by the person sought to be charged to pay the rate. Where the candidature has been honest, the strictest proof of illegal acts by agents is required: (*Wigan Election Petition*, 21 L. T. Rep. N. S. 122. *Martin*, B.)

BOROUGH—OCCUPATION OF CHAMBERS.—B. rented a set of chambers in the Temple. Each room was separated from the other, and opened into a vestibule which communicated with a landing on a public staircase. The claimant had the exclusive occupation of one of the rooms, over the door of which, opening on the vestibule, he had exclusive control. This was held not to be "a house" or "other building" within the meaning of the Act: (*Cuthbertson v. Butterworth*, 21 L. T. Rep. N. S. 140. C. P.)

CAN A PEW BE A FREEHOLD?—At the revision court for the Northern Division of Staffordshire, at Hanley, a question was raised as to the right of pew-owners in St. John's Church to vote as freeholders. It was stated that there had been a regular traffic in the pews, some of which had been sold for 150l. each, the purchasers being desirous of acquiring votes. Mr. Sheelen, the barrister, said it was inconsistent with the rights of the church that a person should have such an estate in a pew in the church as would entitle him to a vote for knights of the shire. There had been a conveyance, under a special Act, of a right to sit in a certain pew, but no right to vote. The vote was disallowed.

COUNTY CONSTITUENCIES.—As many as 202,676 of the county electors in England and Wales on the registers now in force, rather more than a fourth of the whole 791,916 electors on the county registers, are persons entitled to vote (under the Reform Act of 1867) as 12l. occupiers. The total number of male occupiers (exclusive of those who are owners) at a gross estimated rental of 14l. and under 50l. in 1866 was 224,363. The proportion of the constituency on the register as 12l. occupiers varies greatly in different counties. In Middlesex as many as 9764 of the whole constituency of 25,196 are persons entitled to vote as 12l. occupiers; in

Mid-Surrey as many as 5017 of the whole 10,565; in West Kent 4064 of the whole 8828; in South Essex 3024 of the 7127; in South West Lancashire 9583 of the 21,261. On the other hand, the registers show also such numbers as the following:—In West Cumberland only 960 of the whole 5675 electors are persons entitled to vote as 12l. occupiers; in North Durham only 1526 of the whole 10,576; in South Derbyshire 1295 of the 7833; in East Gloucestershire 1189 of the 8853, and in West Gloucestershire 1422 of the 11,463; in South Leicestershire 937 of the 8308; in South Northamptonshire 647 of the 6338; in North Nottinghamshire 839 of the 5205; in West Somerset 1225 of the 7671, and in all Somerset 4572 of the 24,830; in East Suffolk 1499 of the 9024; in North Wiltshire 931 of the 6857, and in South Wiltshire 550 of the 3810; in West Worcestershire 911 of the 6311; in North Yorkshire 3587 of the 19205. In all England the occupiers of 12l. and upwards now on the registers are 185,457 of the whole county constituency of 728,780; in Wales 17,219 of the whole 63,136.

ESTATE AND INVESTMENT JOURNAL.

STOCK AND SHARE MARKETS.

Thursday.
THE report is of continued dullness in the Money-Market. The satisfactory state of the revenue has caused a very slight advance. But there is a total absence of enterprise even in the way of ocean telegraphs, for which there is just now a kind of mania.

The following are the fluctuations of the week:

ENGLISH FUNDS.	Fri.	Sat.	Mon.	Tues.	Wed.	Thur.
Bank of England Stock	240c	239c	239c	238c	239c	239c
3 3/4 Cent. Red. Ann. ...	91 1/2	91 1/2	91 1/2	91 1/2	91 1/2	91 1/2
3 3/4 Cent. Cons. Ann. ...	93	93 1/2	93 1/2	93 1/2	93 1/2	93 1/2
New 2 1/2 Cent. Ann. ...	...	...	...	...	...	...
Do. 3 1/2 do. Jan. 1894.	...	...	...	...	...	...
New 3 3/4 Cent. Ann. ...	91 1/2	91 1/2	91 1/2	91 1/2	91 1/2	91 1/2
5 3/4 Cent. Ann. ...	...	...	...	...	...	...
5 3/4 Cents. 30 Jan. 1873.	...	...	...	...	...	...
Ann. 30 years exp.	...	...	...	...	...	...
April 5, 1885	...	...	...	...	...	...
Do. exp. Jan. 5, 1880	...	...	...	...	...	...
Do. exp. July 1880	...	...	...	...	...	...
Rad Sea Tele. Ann. 1908	...	...	...	...	...	...
Consols, for Acc. ...	...	99 1/2	99 1/2	99 1/2	99 1/2	99 1/2
India 5 3/4 Cent. for Acc. ...	...	...	114	114	...	114
India Stock, July 1880	...	...	...	...	...	...
India Stock, 1874	...	...	212	211	210 1/2	...
India 4 3/4 Cent. 1888	100 1/2	100 1/2	100 1/2	100 1/2	...	...
India Stock, 5 3/4 Cent.	...	...	...	...	...	...
1870	...	...	...	...	...	...
India Bonds (1000l.) 4 per Cent.	...	23s. d.	23s. d.	23s. d.	...	...
Do. (under 1000l.) 4 per Cent.	23s. d.	23s. d.	23s. d.	23s. d.	23s. d.	...
Ex. Bills, 1000l. ...	a	...	...	g	...	a
Do. 500l. ...	b	...	f	...	b	a
Do. 100l. and 200l. ...	...	...	f	...	b	a
3 3/4 c. ...	b	...	f	...	b	a

a March 22 per cent. 5s. pm.;
June 3 per cent., 11s. pm.
b June, 3 per cent., 7s. pm.
c Ex. div. for opening.
d Premium.
e March 22 per cent. par.;
June 3 per cent., 7s. pm.
f March 22 per cent., 7s. premium.
g June 3 per cent., 5s. pm.

And the following of the last month:

	Amnt. per Share.	Amount paid.	Pri e on Sept. 1.	Highest price during month.	Lowest price during month.	Present price.
Consols ...	...	...	93 to 1/4	93 1/2	92 1/2	92 1/2 to 1/4
Exch. Bills ...	...	...	...	11s. prem.	par	7s. prem.
RAILWAYS: £						
Brighton ... Stock	100	45 1/2	45 1/2	43 1/2	43 1/2	43 1/2
Caledonian Stock	100	81 1/2	84	80 1/2	83	83
Gt. Eastn. Stock	100	38 1/2	38 1/2	36 1/2	36 1/2	36 1/2
Gt. North. Stock	100	104 1/2	104 1/2	101 1/2	104 1/2	104 1/2
Gt. Westn. Stock	100	54 1/2	55	52 1/2	54 1/2	54 1/2
L. & N. W. Stock	100	117 1/2	117 1/2	115 1/2	115 1/2	115 1/2
Midland ... Stock	100	117 1/2	118	115 1/2	116	116
Lan. & Yk. Stock	100	125 1/2	125 1/2	123 1/2	123 1/2	123 1/2
Sheffield ... Stock	100	54 1/2	54 1/2	52 1/2	52 1/2	52 1/2
South-East. Stock	100	76 1/2	76 1/2	75	76	76
South-West. Stock	100	90	90 1/2	89 1/2	90 1/2	90 1/2
Berwick ... Stock	100	115 1/2	115 1/2	113 1/2	113 1/2	113 1/2
N-East. Stock	100	110 1/2	110 1/2	108 1/2	109 1/2	109 1/2
Yk. & N. M. Stock	100	90	90	84 1/2	88 1/2	88 1/2
Metropn. Stock	100	111 1/2	112 1/2	111 1/2	112 1/2	112 1/2
Est-Indian Stock	100	111 1/2	112 1/2	111 1/2	112 1/2	112 1/2
Lom.-Ven. £20 All	21 1/2	21 1/2	21 1/2	19 1/2	20 1/2	20 1/2

REPORTS OF SALES.

NOTE.—The reports of the Estate Exchange are officially supplied in the following list. Auctioneers whose names are registered there will oblige by reports of their own sales.]

Thursday, Sept. 30.

By Messrs. WINSTANLEY and HORWOOD, at the Mart.
Leasehold premises, No. 7, Bloomsbury Market, Holborn, annual value 607l., term 61 years unexpired, at 77. per annum—sold for 470l.

By Messrs. BOOTH and SON.
Freehold, two plots of building land, situate at Finchley—sold for 757l.

Friday, Oct. 1.

By Messrs. WILKINSON and HORNE, at the Mart.
Leasehold house, No. 24, Lacey-street, Bow, term 81 1/2 years from 1866, at a ground-rent of 44. 4s. per annum—sold for 1907l.
Leasehold house, No. 37, Latimer-street, Stepney-green, let at 26l. per annum, term 80 years from 1866, at 34. 10s. per annum—sold for 1607l.

Tuesday, Oct. 5.

By Messrs. PRICE and CLARK, at the Mart.
Freehold tanyard and premises, situate in the Grange, Grange-road, Bermondsey, let on lease at 1007. per annum—sold for 21507l.

SOLICITORS' JOURNAL.

ACCEPTANCE OF TRUSTEESHIP—CREDITORS.—Where there is an acceptance of a trusteeship under seal, and nothing more, that does not amount to a covenant by the trustee. And consequently *cestui que trust* of a defaulting trustee who had been appointed by a deed which merely contained a recital that it was desired to appoint him, and, in the operative part, his appointment in pursuance of that desire, were held (differing from *Stuart, V.C.*), not to be specialty creditors in a suit to administer the trustee's estate: (*Holland v. Holland*, 21 L. T. Rep. N. S. 129. Ch.)

TRUSTEE—VEXATIOUS REFUSAL TO HAND OVER FUND—COSTS.—A testator left all his property to trustees on trust for his wife for life, and all the residue to A. H., daughter of his brother W. H., absolutely. The testator's brother W. had three daughters, E., M., and M. A., the plaintiff, who had long prior to the will been Mrs. S., and on the ground of the doubt of identity the trustees refused to pay over the residue: Held, that the refusal was not warranted by the circumstances; that the plaintiff's second name being A., and she being a daughter of the testator's brother W., was sufficient, and, on bill filed for payment, decree, with costs: (*Southwell v. Martin*, 21 L. T. Rep. N. S. 135. V.C. M.)

SIGNATURE OF NOTARY.—The signature of a notary to an act done by him in a foreign country must be duly authenticated by a person in England: (*Re Davis's Trusts*, 21 L. T. Rep. N. S. 137. V.C. J.)

PAYMENT OF FEES TO DEPUTY STEWARD OF MANOR—CROSSED CHEQUE.—The defendant having purchased a copyhold tenement, the steward of the manor wrote to C., the defendant's attorney, inclosing a draft admittance, and informing him that he might admit the defendant as deputy steward. C. accordingly admitted the defendant, the admittance being in the usual form, and stating that the defendant paid his fine. The defendant, did not, in fact, pay the fine, and C., by letter, informed the steward that he would pay it in a few days. The steward replied that he ought to have paid it at the time, and hoped he should receive a cheque in a few days. The defendant afterwards gave C. a cheque for an amount, including the fine, fees, and C.'s charges, and at the request of C. crossed the cheque, with the name of C.'s bankers. C. paid the cheque into his bankers, and it was duly honoured; but C.'s account being overdrawn, his bankers refused to pay him the money, and C. not having paid over the fine, the lord sued the defendant: Held, per Bovill, C. J. and M. Smith, J. (*Byles, J. dissente*), that assuming that C. had authority to receive the fine, he had no authority to receive it otherwise than in cash, or what was equivalent to cash, and that a cheque crossed with the name of C.'s bankers, and including money due to C., was not a good payment as against the lord. Held, per Byles, J., that such payment was a good payment as between the lord and the defendant: (*Bridges v. Garrett*, 21 L. T. Rep. N. S. 141. C. P.)

ALIMONY—PROOF.—In a case where the husband had filed no answer to his wife's petition for alimony, the court to save expense allowed the wife to prove the husband's faculties by affidavits: but it required that the husband should have notice of the filing of the affidavits served on him, and also of the motion to ask for alimony upon them: (*Mumby v. Mumby*, 21 L. T. Rep. N. S. 144. Div.)

CUSTODY OF CHILDREN—MAINTENANCE.—Where the wife had obtained a decree of judicial separation by reason of the gross and profligate adultery of the husband, though his father and sister offered to take charge of the children—two daughters aged ten and twelve—and to educate them suitably, the court declined to deprive the mother of their custody. And in addition

to permanent alimony at the rate of one-third of the joint income, of which the wife contributed nearly half, it ordered the husband to pay 30*l.* a year towards the maintenance and education of the children: (*Milford v. Milford*, 21 L. T. Rep. N. S. 155. Div. & Mat.)

CREDITORS UNDER 22 & 23 VICT. c. 35.

Last day of Claim, and to whom Particulars to be sent.
ARUNDELL (Mrs. Mary), 34, Osnaburgh-street, Regents-park. Nov. 1; N. H. P. Lawrence, solicitor, Launceston, Cornwall.
BLAGG (Mrs. Sarah), Tuxford, Nottingham. Nov. 8; I. B. Redgate, solicitor, Scarthing-moor, Tuxford, Notts.
BROOKS (Amelia), 1, Gladstone-villa, Southwark. Nov. 30; Sturtey and Digges, solicitors, Hibernia-chambers, London Bridge.
CALF (John), Sharnhall, Stafford. Nov. 15; John Riley, solicitor, Queen-street, Wolverhampton.
CHAPMAN (Miss Elizabeth), St. Margaret's Darenth, Kent. Oct. 31; Rashleigh and Smart, solicitors, 38, Lincoln's-inn-fields.
COCKS (John), 68, Rochester-row, Westminster. Nov. 25; Edward Sweeting, solicitor, 9, Southampton-buildings.
DEANER (R. T.), 78, Hunsington-street, Liverpool. Jan. 1, 1870; Anderson and Collins, solicitors, 2, Brunswick-street, Liverpool.
EATON (Geo.), Diss, Norfolk. Oct. 22; Geo. F. Brown, solicitor, Mount-street, Diss.
EVANS (Edw.), Brook-street, Kingston-on-Thames. Dec. 25; T. W. Pamphillion, solicitor, Brook-street, Kingston-on-Thames.
FALKNER (John S.), 25, Gay-street, Bath. Nov. 13; Falkner and Inman, solicitors, 6 and 7, Miles-buildings, Bath.
GILMORE (Robt. S.), 137, Cornwall-road, Baywater. Nov. 6; Oliverson, Peachey, and Co., solicitors, 8, Frederick's-place, Old Jewry.
HERBERT (Mary), 4, Argyll-square, Middlesex. Nov. 10; R. Smith, solicitor, 10, Sergeant's-inn, Fleet-street.
HIBBERT (Sarah), Clapham-common, Surrey. Nov. 15; Freshfield, solicitors, 5, Bank-buildings, E.C.
HOLLICK (John), Whitmore-park, Holy Trinity, Warwick. Dec. 1; Dewes and Burgess, solicitors, Nuneaton.
HOPKINS (Thomas), Greek-street, Soho-square. Nov. 2; Allen and Son, solicitors, 17, Carlisle-street, Soho.
HUGHTON (B. S.), Mauritius and London, merchant. Nov. 10; Lovell, Son, and Co., solicitors, 3, Gray's-inn-square.
JENKINS (William Edward), Craven-street, Strand (late of Calcutta). Jan. 1, 1870; Harrison, solicitor, 5, Wallbrook, London.
LASCELLES (Hon. Horace D.), Harewood House, near Leeds. Nov. 1; Murray and Hutchins, solicitors, 11, Birch-lane.
MACDONALD (Eliza), 37, Clargess-street, Piccadilly. Oct. 23; William Rogers, solicitor, 17, Essex-street, Strand.
MAKYE (William), 32, John-street, Bedford-row. Nov. 1; W. Sturt, solicitor, 14, Ironmonger-lane.
MATTHEWS (Philip), Hay-grove, Linton, Hereford. Dec. 1; Masfield and Sons, solicitors, Ledbury, Hereford.
MAXWELL (Wm.), Spring Bank, Pemberton. Nov. 1; W. S. France, solicitor, Market-place, Wigan.
MUSGRAVE (Thos. M.), Gordon-square, W. Nov. 15; King and Son, solicitors, Brighton.
PAGE (John), 69, Mortimer-road, Hackney. Dec. 10; J. D. Marsden, solicitor, 39, Friday-street, Cheshire.
PARR (Mrs. Harriet), 21, Norfolk-square, late of Southsea. Dec. 1; Mackenzie, Trinder, and Co., solicitors, 1, Crown-court, E.C.
ROE (Robert), East Stonehouse, Devon. March 31st, 1870; Rooker, Matthews, and Co., solicitors, Plymouth.
SCOTT (John), 18, Coventry-street, Haymarket. Dec. 1; E. T. Dubois, solicitor, 3, Church-passage, Gresham-street, E.C.
THIES (Geo. A.), 68, Queen Elizabeth-street, Horselydown. Nov. 1; Sice, Ovans, and Co., solicitors, Parish-street, St. John's, Southwark.
TOMKINS (Benj.), 29, Ladbrooke-square, Notting-hill. Dec. 31; Bannister and Fache, solicitors, 13, John-street, Bedford-row.
WILSON (Robt. J. A.), 5, South-square, Gray's-inn. Nov. 2; Bell and Newman, solicitors, 21, Abchurch-lane.
WRIGHT (Edw.), Felsted, Essex. Nov. 19; Duffield and Bruty, solicitors, 6, Tokenhouse-yard.

BANK OF ENGLAND UNCLAIMED STOCK AND DIVIDENDS.

[Transferred to the Commissioners for the Reduction of the National Debt, and which will be paid to the persons respectively whose names are prefixed to each, in three months, unless other claimants sooner appear.]
BIRD (George), Russell-square. Dividend on 25*l.* 1*s.* 6*d.* Reduced Three per Cent. Claimant, Cuthbert Hilton Bird.
COOKE (John), Hereford. Dividend on 6*l.* 1*s.* 4*d.* New Three per Cent. Annuitant. Claimant, Richard Hereford.
JAMES (James William), Robeston Wathen, Pembrokeshire. Dividend on 405*l.* 12*s.* 3*d.* Claimant, William Vaughan James.

THE EDMUNDS SCANDAL.—This *cause célèbre* will come on in the Court of Arbitration (Court of Common Pleas, Westminster Hall) on Thursday, the 21st inst., at ten o'clock, and there is now every prospect of this long protracted litigation, which has subsisted for nearly six years, being brought to a final determination. The arbitrators are the Hon. G. Denman, Q.C. and Mr. C. Pollock, Q.C.; the umpire, Mr. Manisty, Q.C.

THE LATE MR. CHESTER.—The following has been addressed to the *Times*:—"Sir,—Archdeacon Utterson, in his letter to you, giving information of the death of Mr. Henry Chester, by a fall on the Lyskamme Alp, states Mr. Chester's age to have been sixty-nine. Will you kindly allow me to state that he was only fifty-five when he met with his untimely end? On behalf of a wide circle of his friends and fellow-parishioners, I venture to write and express the deep regret which is entertained at his premature death. As a man of talent and public spirit, and as a large-hearted Christian, his loss will be severely felt. He was a most liberal supporter of every good work in South London. Having been in charge to the parish of St. Mary, Newington, for the last seven years, I was well acquainted with Mr. Chester, who was solicitor and vestry clerk to the parish, and I can testify to his great worth. I never asked his assistance in cases of either public or private charity without meeting with a liberal

response. Before leaving home for his annual excursion in Switzerland, he made arrangements for increasing his annual donations to the various charities. He was much respected by all the members of the vestry, and was regarded as a most able and judicious adviser. Being possessed of considerable landed and personal property, he did not accept the full income attached to the office of vestry clerk. Earnestly trusting that the loss of two such valuable lives as those of the Rev. Mr. Elliott and Mr. Chester may induce Alpine travellers to exercise the most rigid precautions in ascending those walls of death,—I remain, Sir, yours truly, ALFRED CAY, Vicar of Whetstone."

THE BENCH AND THE BAR.

The Temple Church was re-opened on Sunday for Divine Service, it having been closed for two months during the recess. The preachers were, in the morning, the Rev. C. N. Edgington, M.A., of Magdalen Hall, Oxford; and in the afternoon, the Rev. Alfred Ainger, M.A., of Trinity Hall, Cambridge.

Mr. H. B. Sheridan has addressed a long letter to his constituents at Dudley, explanatory of his transactions with the Albert and other companies. He argues that commission equal in amount to that which he received from the Albert would, for the same consideration, have been obtained from any amalgamating company. His first transaction related to the purchase by the Albert of the Times Company—a business undoubtedly sound. In this company Mr. Sheridan says he had an income secured for life of 700*l.* This interest was bought by the Albert for 8700*l.*, the value according to the published tables of the company, but it was stipulated that he should hold himself at their disposal for the guarantee business for a certain time and should not for five years accept any appointment similar to that which he had relinquished. Subsequently he negotiated the transfer of several businesses to the Albert, for which he was paid in commission 28,000*l.*, or 2 per cent. The amount of these transfers was nearly 250,000*l.* per annum. The payment of this commission extended over several years. Mr. Sheridan enters into a statement of the amount of commissions usually paid to show that what he received was not an exorbitant sum, and appeals to the most eminent commercial authorities, such as Baron Rothschild, Mr. Goschen, and Mr. Baring, whether they are not sanctioned by the practice of other insurance companies. The affairs of the Albert, Mr. Sheridan says, were investigated in 1862 by Professor De Morgan, when it was stated that there were enough assets for every liability, and profit besides, and therefore the sum of 50,000*l.* was divided as profit. With the amalgamation with the Western, which took place subsequently, Mr. Sheridan was in no way concerned. Mr. Sheridan adds that he has made this explanation voluntarily, and says he believes his constituents are incapable of condemning him without an inquiry.

AN AMERICAN JURIST ON THE ALABAMA QUESTION.—The Hon. William Beach Lawrence, formerly American Minister to the Court of St. James's, editor of Wheaton's *International Jurist*, and believed to be one of the ablest of living authorities on that subject, made a speech on Monday night at the Social Science Congress, from which we take the following important passage:—"What I am going to say on the question now understood to be pending between the United States and Great Britain will be said as a publicist, and not as a citizen of my country. I am strictly a private individual, and no one, save myself, can be responsible for any sentiments that I may utter. This is not the occasion to go into discussion of the Alabama claims. As to them I will only remark that, whatever might be the construction of the law of nations, in a case where powers other than the United States and England were concerned, it may be asked whether, as between us, the indemnities accorded under the treaties of 1794, for vessels captured by French privateers fitted out in our ports, and for vessels captured within our waters, and which it was not in our power to return, do not form a precedent entitled to weighty consideration. On the other hand, as far as respects the complaint founded on the recognition of the belligerent rights of the Confederates, I cannot use too strong language in pronouncing its utterly baseless character. No tyro in international law is ignorant that belligerency is a simple question of fact. With the late Sir Cornwall Lewis, we may ask, if the array of a million of men on each side does not constitute belligerency, what is belligerency? But what was the proclamation of the President, followed up by the condemnation of your ships and cargoes for a violation of the blockade which is established, but a recognition of a state of war? At this moment the United States, in claiming the property of the late Confederate Government,

place before your tribunals their title on the fact of their being the successors of a *de facto* government. I repeat that, however valid our claims may be against you on other grounds, there is not the slightest pretext for any claim against you based on the public admission of a notorious fact, the existence of which has been recognised by every department of the Federal Government."

MAGISTRATE AND PARISH LAWYER.

NOTES ON NEW DECISIONS.

ANCIENT MARKET—DISTURBANCE OF—NEW MARKET—MUNICIPAL CORPORATION.—The corporation of an ancient municipal borough, the limits of which were, for Parliamentary purposes, enlarged and fixed by the 2 & 3 Will. 4, c. 64, s. 35, schedule O, are entitled, under the Municipal Corporation Act (5 & 6 Will. c. 76), sects 9 and 8, to hold their ancient market anywhere within such enlarged limits, notwithstanding that the same may be without the original limits of such ancient municipal borough. An interference in the affairs and management of a new market, as, e. g., receiving rent in the nature of a stallage, or any increased rent of the field used for such new market above that which, otherwise, would be obtainable, is sufficient to fix a defendant in an action for disturbance of market (see *Mosley v. Chadwick*, 7 B. & C. 47, note), and it is not necessary for that purpose that he should have actually sold. To hold a new market in a town upon the same day that an ancient market is held there "shall be intended to be a nuisance," and, therefore, amounts in law to a disturbance; but to hold it on a different day is only evidence of a disturbance to be laid before the jury (see *Yard v. Ford*, 2 Wms. Saund. 174, note). So held by the Court of Exchequer (Channell, Pigott, and Cleasby, BB.): (*The Mayor &c., of Dorchester v. Ensor*, 21 L. T. Rep. N. S. 145. Ex.)

MIDDLESEX SESSIONS.

Monday, Oct. 4.

This was the first occasion of Sir W. Bodkin, the assistant-judge, presiding since his vacation, and many of the justices present congratulated the learned gentleman upon his improved health. His address to the grand jury contains matter of considerable interest and importance, and we therefore print it *in extenso*.

Sir W. BODKIN.—Gentlemen of the Grand Jury,—Upon a perusal of the depositions returned to this court I have not met with any case out of the usual description or calling for any special remark, but since I last sat here several very important changes in the criminal law have occurred, to some of which I am desirous of shortly referring. By the Habitual Criminals Act, passed in the last session of Parliament, it is enacted that whoever shall be found guilty of felony or of certain specified misdemeanors after a previous conviction shall, in addition to the punishment which may be awarded, be placed under the supervision of the police for the period of seven years. The carrying out this salutary provision will require anxious care, lest the vigilance of the police should unintentionally interfere with any *bona fide* endeavour to earn future support by honest means. Complaints of such a result from similar interference have often been made, but it may be expected that the new and uniform system to be now inaugurated will prevent any such abuse. The Act contains also a very serious change in the law respecting receivers of stolen goods, a subject which I need not say has a most important bearing on our criminal proceedings. No one can view without regret the facilities too often afforded for the disposal of stolen property, or doubt that any substantial check judiciously imposed upon the present practice must tend to reduce the number of persons engaged in dishonest courses. Hitherto receivers of stolen goods have been tried without reference to any previous offence, and it has often happened that after their acquittal the jury have heard with surprise and dismay of former convictions. This rule is altered, and it will now be competent to the prosecutor to lay before the jury any former conviction as evidence of guilty knowledge. The 11th clause, which provides for the admissibility of this evidence, does not in the early part declare that such evidence shall be conclusive; but there are subsequent words which will probably occasion some difficulty, it being made necessary that notice shall be given to the accused of the intention to prove a former conviction, and by which notice the accused is to be informed that guilty knowledge will be assumed until the contrary is proved. It does not appear to me that this notice is intended to enlarge the previous enact-

ment, or that a former conviction is thereby made conclusive evidence of guilty knowledge, and, until an authoritative decision forbids it, I shall feel bound to hold that the jury may consider the question of guilty knowledge upon its merits, although the accused does not adduce any evidence to prove the contrary. I can easily imagine the case of a person found in the possession of stolen goods who had unfortunately (perhaps in early life) been convicted summarily of some trivial and wholly different kind of offence, who might, if any other construction were upheld, be convicted of receiving goods with a guilty knowledge, although really innocent of the crime. By the same Act evidence may now be given of the possession of other stolen property, although not stolen from or being the property of the prosecutor. It is also made an offence for marine store-dealers to purchase lead or copper in small quantities, which if enforced will prevent a large number of petty robberies of those metals. By these stringent regulations it may be hoped that habitual criminals will find the disposal of the fruits of dishonesty more difficult and that the amount of crime will be thereby lessened. It cannot, I fear, be expected that the business of criminal courts will be much diminished. By another Act of the last session, a variety of offences newly created under the Bankruptcy Laws are made triable in courts of quarter sessions, and may largely increase the present heavy business of this court; but this Act does not come into operation until the 1st Jan. 1870. On the other hand, a very useful enactment was passed in the previous session giving to the magistrates of the police-courts jurisdiction to determine cases of embezzlement of small amount, which we may hope will be frequently exercised, and that we may no longer see a grand and petty jury compelled to try such unimportant charges. Power has also been given to the police magistrates summarily to dispose of charges of assault on the police, which, no doubt, will be promptly and firmly acted upon, delay in such cases being generally productive of injustice. Foremost among the fruitful sources of crime undoubtedly stands the prevalent habit of intoxication, and I am thoroughly convinced that a very large proportion of the cases which are brought before criminal courts may be clearly traced to the direct or indirect effects of this hateful vice, and especially those cases of personal injury of so savage and brutal a nature, as to evince a total disregard of the safety of human life. I perceive by a notice given by a member of the House of Commons that an effort to deal with habitual drunkards is likely to be made, and if so difficult a task should be successfully accomplished, the benefit to the public would be incalculable. In the mean time it is gratifying to observe that by Bands of Hope and other analogous associations attempts are being zealously made to teach the rising generation a due abhorrence of this degrading habit. I may now, I think, gentlemen, remit you to the performance of your duty, of the nature of which I have no doubt you are aware. I had hoped that before this the interference of grand juries in the metropolitan district might have been in a great measure dispensed with, and a considerable saving of time and expense effected. The cases which will come before you have been already investigated by learned magistrates, and your duty is, in fact, of a very formal kind. If, therefore, you carefully confine yourselves to ascertaining whether a *prima facie* case is made out in support of each indictment, I hope to be able at an early hour to-morrow to release you from further attendance. The Assistant-Judge said that, as the court would be occupied with the music and dancing licences on Thursday and Friday, the cases in which accused persons are on bail would be tried on the bail day of the next session, and he hoped that, with the assistance of the Bar, the whole of the cases of prisoners in custody would be disposed of before Wednesday evening.

CAMBRIDGE DIVISION COUNTY MAGISTRATES.

Saturday, Sept. 25.

(Before the Rev. JOHN THORNHILL, Chairman; C. W. PEMBERTON, and H. W. PEMBERTON, Esqrs.)

The Beerhouse Act 1869—Proof of rateable value—Conviction for using false measures—What to be deemed a second offence.

Upon an application for a certificate under the Beerhouse Act 1869:

Held, that the applicant was bound to produce proof that the house for which the certificate was applied for was of sufficient rateable value, even although the house had been previously licensed by the excise:

Held, further, that a conviction for using false measures is not a conviction of such a nature as the justices will take cognisance of in considering the application; and

Held, lastly, that in order to constitute a second

offence there must have been a conviction which rendered the licence liable to forfeiture after the passing of the Act.

Martha Norfield applied for the justices' certificate for the beerhouse called the Old Spring situate at Chesterton, which had been adjourned to furnish evidence of good character.

J. W. Cooper (instructed by Ellison) for the applicant, produced a memorial signed by twenty-nine inhabitants, including the vicar, testifying to her good character. He also produced another memorial signed by sixty of her neighbours certifying as to the orderly character of the house. He submitted that this was satisfactory evidence to warrant the granting of the certificate.

The CHAIRMAN.—There are four convictions recorded against the house besides one in November, but the last named being at the time of the borough election, we shall not attach weight to it.

J. W. Cooper said the fact of four convictions took him by surprise, he was prepared to admit one in November, and also that the applicant had been cautioned on two occasions, once for keeping open after eleven p.m., and another time for having a pack of cards in the house. The other convictions were, no doubt, long anterior to the passing of the Act. He hoped some limit would be placed upon the length of time of previous convictions.

The CHAIRMAN.—We can go back five years.

J. W. Cooper.—The applicant has only had the management of the house for three years.

The CHAIRMAN.—The report of the police is calculated to mislead. [The convictions were then referred to, when it appeared that one was for using false measures.] We take no notice of convictions for that offence in applications of this nature.

J. W. Cooper pointed out that the conviction must be for an offence subjecting the licence to forfeiture, and argued that there must have been a conviction for such an offence since the passing of the new Act to cause a previous conviction to be counted a second or a third offence.

The BENCH adopted that view.

The CHAIRMAN asked for proof that the house was of sufficient rateable value.

J. W. Cooper said he was not prepared with such proof. He contended that the fact of the licence having previously been granted by the Excise was sufficient; at all events it was *prima facie* proof which ought to be rebutted.

The CHAIRMAN.—Insufficiency of rateable value is one of the grounds upon which we can refuse the application; therefore you are bound to satisfy us upon the point. The Excise authorities were not very strict as to rateable value.

Mr. Elkin, the landlord, here stated the house was rated high enough.

The CHAIRMAN.—That will do; but in all future cases we shall require proof of rateable value. In the present case the certificate will be granted.

Application granted.

Public-house licence—Evidence.

Upon an application for the renewal of a public-house licence the reports of a police-constable to his superior officer not made at the time, but some days afterwards, were received in evidence, and he was allowed to read from them, and even to refresh his memory from them upon cross-examination.

This was an application by John Rich for the renewal of the licence to the public-house, the Portland Arms, situate at Chesterton.

Wayman and Eaden for the applicant.

From the evidence of Police-constable Ash, it appeared that prostitutes were allowed to assemble, and that gambling was carried on. The applicant had been cautioned several times. The police-constable produced minutes of what had occurred in the form of a report to his superior officer, and was reading from them in evidence when

Eaden asked when the minutes were taken, and it appeared that they were made several days after the occurrence. He objected to their admissibility.

The CHAIRMAN overruled the objection, and upon cross-examination by Wayman, the constable was allowed to refresh his memory by referring to them.

License refused.

MARCH PETTY SESSIONS.

Tuesday, Sept. 21.

(Before J. POPE, T. RICHARDSON, and J. RICHARDSON, Esqrs.)

PEARSON v. FOUNTAIN.

Cattle straying on the highway—Pound breach.

It is an offence to rescue cattle lawfully impounded either to or from the pound under the 3 Geo. 4, c. 126, s. 124. But where cattle were found on a highway under the care of a man fifty yards from them:

Held, on the authority of *Morris v. Jeffries*, 13

L. T. Rep. N. S. 629, that they were not liable to seizure, and a summons charging the defendant with rescuing cattle impounded under such circumstances was dismissed.

This was a complaint made by William Pearson, of Apwell Pindar, against the defendant, William Fountain, of Maul, for having unlawfully rescued from the complainant's lawful custody three cows, two calves, and one ass, then on their way to the pound.

Vipan, for the defendant, submitted that, under the 124th section of 3 Geo. 4, c. 126, it was no offence to rescue cattle going to or from the pound; but that the section applied in cases where they were confined in the pound. He cited *Oke's Magisterial Synopsis* upon the point.

The BENCH overruled the objection.

The case then proceeded, and from the evidence of the complainant it appeared he was driving from March, on the west turnpike road, and observed the animals named in the indictment in the road, the defendant being about fifty yards from them. The defendant impounded the cattle, and was driving them towards March, when the defendant came up and recued them from his custody.

Vipan, for the defence, cited the decision in *Morris v. Jeffries*, 13 L. T. Rep. N. S. 629, where it was held that cattle could not be said to be straying, and liable to seizure, if under the control of some person. In this case they were under the control of the defendant. Therefore, as they were not in the legal custody of the complainant no offence had been committed.

The BENCH dismissed the case.

The next General Quarter Sessions for the borough of Portsmouth will be holden on Oct. 22, and not on Oct. 16, as stated last week. Recorder, Mr. Serjeant Cox. Ten days notice of appeal to be given.

POOR LAW BOARD.—It is to be hoped, for the sake of the public and the public service, the announcement of a contemporary, that Mr. John Lambert, of the Poor Law Board, will succeed Mr. Hamilton as Secretary of the Treasury, is well founded. Mr. Lambert is one of those useful and unobtrusive Government servants whose proceedings in the interest of the commonweal are in their results before the world, while their originators, outside official circles, are quite unknown. During the cotton famine, this gentleman, we are informed, perfected the scheme and drafted the Act under which the Lancashire operatives were employed in carrying out numerous improvements in the undrained and unpaved towns of the palatinate. When, under popular outcry, something had to be done to remedy the shortcomings of metropolitan workhouse management, that something was accomplished by the same ready hand. Mr. Lambert's exertions in gathering and digesting electoral statistics, first for the Reform Bill of Earl Russell's Cabinet, subsequently for that of Lord Derby, were important labours acknowledged at the time by Liberals as well as by Conservatives. If this appointment should be made, Mr. Gladstone will have secured to Downing-street the services of a variously gifted adviser and worker.—*Pall-Mall Gazette*.

CONVICTS.—The population of the convict prisons of England, on the 1st April 1869, consisted of 6966 males, and 1157 females; and there were 552 males at Gibraltar. The number of convicts in prison must increase, owing to the greater length of sentences. The number of male convicts received into convict prisons in England in the year 1868 was 1732; 88 of them were men whose licences were revoked, and among the remaining 1644 there were 363 who had been previously sentenced to penal servitude; 233 female convicts were received in the year, 39 being women whose licences were revoked, and among the remaining 250 there were 76 who had been previously sentenced to penal servitude. The number both of men and women who had been previously sentenced to penal servitude was fewer than in 1867. The earnings of convicts in the year, the value of their labour shows the following averages:—Males—tailors, 7½d. a day; shoemakers, 9d.; weavers, 8½d.; matmakers, 8d.; oakum pickers, 1½d.; females—needlewomen, 3d.; knitters, 1½d.; washers, 11d. The employment of male convicts on large public works for which they are adapted is much more remunerative. At Chatham they were employed in brickmaking, &c., and earned in 1868 2s. 7½d. a day; at Portland, quarrying and dressing stone, &c., 2s. 3½d.; at Portsmouth, brickmaking, excavating, &c., 2s. 2½d. at Dartmoor, reclaiming land, farm labour, &c., 1s. 3d.; at Woking, building new female prison, &c., 2s. 7½d. At the three prisons—Portland, Portsmouth, and Chatham—the labour of the prisoners was valued by measurement at 124,500l., and the cost of the prisoners was but 116,870l. leaving a profit of 7630l. From 1850 to Dec. 1867, these three prisons have cost 1,686,472l., and have earned 1,386,936l., leaving a net cost

of 299,536l. for maintaining an average of 2766 prisoners for seventeen years.

PROSECUTION OF THE DIRECTORS OF THE ALBERT.—There is a look of unreality in the prosecution of the directors of the Albert Insurance Company. The charge is one of conspiracy to defraud, and it is hardly consistent with such a charge to find the prosecutor expressing anxiety for a thorough investigation, and a wish to try whether directors could save themselves by trusting a manager, rather than any earnest belief that the directors had been knowingly lending themselves to a deception. The inconsistency is made apparent by the light treatment of the magistrate who grants a postponement of the hearing for three weeks, and meanwhile leaves the defendants to be at large on their own recognizances for the nominal amount of 10l. each. The difficulty of bringing home such a charge will perhaps be greater in the case of the directors of insurance companies than in regard to almost any other directors. An insurance balance-sheet depends so much on actuarial rules, the losses and profits are so much mere figures in account, that the proof of wilful concealment of the truth becomes very difficult, even if juries could be trusted to understand the points at all when brought before them *ex post facto*. It is moreover quite intelligible that with actual figures meaning insolvency before them, incompetent directors might have interpreted them very differently. The case is very unlike that of a simple business, such as a bank, where directors, however stupid about accounts, can distinguish liabilities and assets, and see easily enough whether there is insolvency or not. Whether the law should not be so framed as to render criminal gross incompetency in a place of trust—whether it should not assume a reasonable knowledge of the subject in those who send forth technical accounts to the world—is a different matter; and we believe that improvement in this direction is not impossible.—*Economist*.

REAL PROPERTY LAWYER AND CONVEYANCER.

NOTES OF NEW DECISIONS.

CHARGE FOR YOUNGER CHILDREN—LEGACY LEFT TO TENANT FOR LIFE—SET-OFF.—B., entitled as a younger child to a portion of a charge on an estate, the tenant for life only partially kept down the interest, and B. left him by will 1000l. On his death more than that sum was due to B.'s estate, in respect of the unpaid interest, but it was held that no right of set-off existed: (*Morley v. Saunders*, 21 L. T. Rep. N. S. 132. V.C.M.)

WILL—CONSTRUCTION.—A testator gave all his property to trustees absolutely, and to divide the whole amongst his four children equally, with benefit of survivorship; in case any of them should die without issue; and in case any of them should die leaving any child or children, the shares original and accruing to be divided between such children equally, if more than one, and if only one, then the whole to such one. All four survived the testator, attained twenty-one, and three had families: Held, that the period referred to was the death of the testator, and the four children took absolutely as tenants in common: (*Bowers v. Bowers*, 21 L. T. Rep. N. S. 134. V.C.M.)

WILL—SIGNATURE.—A testator made a will drawn by a competent solicitor from his instructions. It was attested by the solicitor and his clerk. For the purpose of obtaining probate in common form, the solicitor made an affidavit as to execution which was prepared by the other attesting witness. The solicitor died a short time afterwards, and the other attesting witness then for the first time stated that the will had not been attested in the presence of the deceased. There was no evidence the other way, and the court, under all the circumstances, not being satisfied with the evidence of the surviving attesting witness, granted probate: (*Wright v. Rogers*, 21 L. T. Rep. N. S. 134. Prob.)

WILL—CONSTRUCTION.—B. gave the residue of his estate to his three children, naming them equally, willing his daughter's shares to be invested, the interest only to be paid to them, and neither they nor any husband to have any control over the principal, except that the daughters should have power to will at their decease. They were held to take an absolute interest: (*Bousfield v. Bousfield*, 21 L. T. Rep. N. S. 136. V.C.M.)

ANOTHER DEVELOPMENT OF THE LAND QUESTION.—A "labourers' club" has held a meeting at Kanturk, county Cork, in order to bring their case under the attention of Parlia-

ment. They passed a resolution asking for a "clause in the contemplated Irish Land Bill which will provide for each labourer or working man a house to live in, and one plantation acre, or one acre two roods and nineteen perches statute, of land attached to each house, at the farmer's rent, or at a fair rent." The chairman, Mr. O'Riordan, referred to Her Majesty's sympathy with the poor, and her gracious statement that the daughters of Erin are "beautiful and fair." He also alludes to the Marquis of Hartington's speech at Lismore on the labourer's claims, and added, "Let the working man get a comfortable homestead and one acre of land attached, and all secret societies will disappear from the country, and the Government can remove the soldiers from Ireland to defend the British Isles from foreign aggression." They earnestly called on their fellow labourers to "establish clubs" in their localities to "aid in advancing the working class, the bone and sinew of the land."

AMERICAN OPINION ON THE IRISH LAND QUESTION.—The *Toronto Globe* makes the following remarks on this subject:—"The only way in which Mr. Bright's plan can be at all utilised seems to us the following. In the peculiar circumstances of Ireland the natural process of distribution, from land being put on the same footing as any other article of commerce, might be thought too slow, though it would be far the surest and most satisfactory. That might, perhaps, be somewhat quickened by estates being bought up in the way Mr. Bright proposes, and re-sold in small portions, not necessarily to their present occupants, but to whomsoever will pay a fair price for the property, and that fair price to be determined by a valuation below which it is not to be sold, and anything above to be determined by auction. The drawback in the disposal of land is, that it is put up in such large quantities that thrifty working men cannot set their faces to the idea of purchase. It is so much more convenient, and upon the whole profitable, to have one purchaser for a whole estate comprising thousands of acres than to sell it farm by farm, and these farms of only a few acres in extent, that even though bankrupt landlords may be sold out, others come in and purchase the whole *en bloc*. Let the Government guard against this by organising a plan something like the land system of the United States, so far as applicable to Ireland, and let everyone get a chance of a farm so far as possible. Why should a thrifty tradesman or labourer in a town, who has managed to lay past a few pounds, not have a chance to get a few acres in the country if he is inclined that way and can pay for them; while the shiftless fellow, who has for years scarcely managed to keep soul and body together, is put in possession of a farm which is not his, and on terms with which he can never comply, but for the non-performance of which he will never be evicted, except at the risk to the ruling authority of being accused of tyranny and oppression and heartlessness, which it would like better altogether to avoid?"

JOINT-STOCK COMPANIES' LAW JOURNAL.

NOTES OF NEW DECISIONS.

ADVANCES—GUARANTEE.—The bank of L. had made advances to M'H. upon the security of a guarantee by B. and Co. The loan was from time to time renewed, but ultimately the bank expressed its desire to have the transaction closed. M'H. and B. and Co. then induced the I. Association to grant M'H. a credit enabling him to discharge the debt, B. and Co. giving to the association a similar guarantee. Subsequently the bank gave to the association a counter-guarantee, by which they guaranteed to provide funds to meet the liability of the association in the event of B. and Co. making default; and upon this state of facts the bills given to secure the debt were renewed from time to time, and were ultimately met by the bank. All the companies were ordered to be wound-up, and upon the claim of the bank it was held (reversing the decision of the Master of the Rolls), that B. and Co. were liable to the bank for the amount paid, inasmuch as the guarantee given by them entitled the bank which had paid the money to stand in the place of the association to whom it was given, a right which the bank had not in any way released by its counter-guarantee. The position of the bank was not, by reason of its having been the original guarantor, at all affected; but it stood exactly as any third independent company, from which the association might have obtained such a guarantee would have stood on paying the amount of the advances: (*Re Barnard's Banking Company*, 21 L. T. Rep. N. S. 126. L.J.)

WINDING-UP—PRACTICE—NON-REGISTRATION.

—F., on the register of the company for twenty shares, executed a transfer of them to S., by whom it was also executed, and it was left at the company's office for registration on the 15th Feb. 1866. A board meeting was held on the 1st March, but from some unexplained cause the transfer was not then registered. On the 7th March 1866 a petition to wind-up the company was presented, and on the 17th a winding-up order was made. F.'s name continued on the register, and he was summoned in June 1866 to show cause why his name should not be placed on the list of contributories. According to his affidavit he "successfully resisted" the summons, but his name was not removed, nor did it appear to have been settled on the list, as in April 1869 a summons to settle him finally on the list was served on him on the part of the official liquidator. Upon this he applied to have his name removed, and it was held (reversing the decision of the Master of the Rolls), that as the delay in registering the transfer was the fault of the company, and as it was not incumbent on F. to procure the substitution of S.'s name for his own, and as there had been no delay at all on the part of F., his name must be removed from the list: (*Dr. Fyfe's case*, 21 L. T. Rep. N. S. 131. Giffard, L.J.)

Lord William Hay has sent to the papers a proposal made by Mr. Lewis, the secretary of the Alliance Assurance Company, with respect to the affairs of the Albert Company. Mr. Lewis suggests that the assets of the Albert should be realised, and that some company of high standing should be entrusted with the working of the assurance account for a fixed commission. He thinks the commission might be fixed at 5 per cent. Lord William Hay states that the main features of the proposal have been favourably viewed by the London committee of Albert policyholders, and the secretary of the Alliance offers to lay it before his directors.

COUNTY COURTS.

NEWPORT COUNTY COURT.

(Before C. J. GALE, Esq., Judge.)

BURT v. VINCENT.

Residence—Jurisdiction.

A defendant resided in London, but took a house for six months in the Isle of Wight:

Held, that his place of residence was London, and that he could not be sued in the Isle of Wight.

This was an equity case, the suit being instituted to enforce the specific performance of an agreement for the purchase of a house at Brading.

J. H. Hearn appeared for the plaintiff, who lives at Brading, and Barber, barrister-at-law, for the defendant, an independent gentleman, living at 2, Hyde-park-terrace, London.

Barber raised a preliminary objection, on the ground of his Honour's jurisdiction. He submitted that the judge had no jurisdiction in this case, as the proceedings were not commenced in the district in which the defendant permanently resided. Under ordinary circumstances, he should have been indisposed to make this objection, but he was induced to take it on this occasion on account of the absence, through serious illness, of the defendant. His objection was this—that the summons not having been served upon the defendant in the district in which he resided, his Honour had no jurisdiction. The defendant had taken a house at Brading as a temporary residence, but kept up his establishment in London, where he had lived for twenty years, and when the summons was served at Brading he had permanently left that place. The learned counsel quoted several cases in support of his contention. In one of these Baron Martin was reported to have said that where a man had a house in Richmond and one in London, both were his dwelling-places, but when a man went to a watering-place for a time he could not be said to dwell there. He added that it would be impossible to decide the case in the defendant's absence, as he was a very material witness. The whole matter was mixed up with a Chancery case, and he was sure his Honour would hesitate to prejudge the case while it was under judicature in another court.

Mrs. Georgiana Vincent, wife of the defendant, was called and stated that she lived at 2, Hyde Park-terrace, London. Her husband was a great invalid, and he was recommended to try the air of the Isle of Wight. They took a house at Brading for about six months. While there their establishment in London was kept up, servants being left in charge of the house. They left Brading after being there about three months—her husband left first, and when the summons was served

at Brading he had permanently left, and was in London to be under his medical adviser.

After Hearn had been heard in reply,

His HONOUR decided that he had no jurisdiction.

Barber asked for costs, and
The JUDGE said they must follow the event.

WINCHESTER COUNTY COURT.

(Before Mr. RUSSELL, Deputy-Judge.)

Payment of deposit for costs.

W. H. Woodbridge applied to the court for repayment to his client, Mr. Boyes, a sum of 150*l.*, deposited to cover possible costs in a suit instituted for a malicious prosecution, alleged against Mr. Phillips, a neighbour. Mr. Boyes proposed to remove the suit to a Superior Court, but as Mr. Phillips made no sign of proceeding there he wished to have his deposit for the costs of the Superior Court returned to him.

His HONOUR thought the application ought to be made to the Superior Court.

W. Woodbridge said the court above was not cognisant of the matter; no writ had been issued; there was, in fact, no action pending there, and his client was losing the use of the 150*l.*

His HONOUR advised adjourning the matter till next court day, plaintiff having leave to apply in the meantime to the court above, if thought advisable.

Leigh, who represented the defendant, raised no objection.

BANKRUPTCY LAW.

NOTES OF NEW DECISIONS.

APPLICATION TO DISMISS A PETITION FOR ADJUDICATION OF BANKRUPTCY AFTER REGISTRATION OF A TRUST-DEED.—The court, in sect. 3 of the Bankruptcy Amendment Act 1868, held to mean the court described in sect. 8 as having jurisdiction under trust-deeds, and to be the proper court to which application for further time to register a deed should be made, after a stay of proceedings under a petition for adjudication of bankruptcy filed pending the time allowed for registration, and which application should be made before the expiration of such time. The proceeding referred to in sect. 8 as not impeachable held to mean one subsequent to registration. Application to a district court to dismiss a petition for adjudication, on the ground that a trust-deed had been duly registered by order of a London Commissioner made on an application for extension of time, subsequently to the expiration of the time allowed for registering the deed, refused. Costs to abide event of an appeal. Choice of assignees meanwhile postponed: (*Re James Downie*, 21 L. T. Rep. N. S. 154. Abrahall, Comm.)

THE NEW BANKRUPTCY LAW.

We have received the following, which we gladly insert:

TO THE EDITOR OF THE LAW TIMES.

Sir,—In the article under this head, appearing in the LAW TIMES of Sept. 25, 1869, p. 387, in the remarks upon "Acts of Bankruptcy," clause *f*, says, "Service of a debtor's summons similar in form to a writ, requiring payment of a sum exceeding 50*l.*" &c. This is incorrect; the words of the Act being, "of an amount of not less than 50*l.*" Also under clause *c*, the words, "or suffered himself to be outlawed," are omitted. As correctness in the articles appearing in your paper are of moment, I venture to point out the above, and remain, yours respectfully,

F. F. POLLIT.

33, South King-street, Manchester, Oct. 2, 1869.

COMPOSITIONS.—At a meeting of the Council of the Liverpool Chamber of Commerce it was resolved, on the motion of Mr. Clark, the president, to ask the Lord Chancellor to make some rules with respect to the composition clause No. 126 of the new Bankruptcy Bill, which should mitigate the evils likely to arise from the extreme ambiguity of the clause in question. A special committee was also appointed to consider the banking laws.

CORRESPONDENCE OF THE PROFESSION.

[NOTE.—This department of the LAW TIMES being open to free discussion on all professional topics, the Editor is not responsible for any opinions or statements contained in it.]

FRIENDLY SOCIETIES.—The 18 & 19 Vict. c. 63, s. 31, authorises payment on death of a member of not exceeding 50*l.* to his nominee, being a child or other relative, as there particularised. I shall be glad to be informed through the medium of your columns what is the usual and proper course to be

adopted as to making this payment where the nominee is at the death an infant, in the case of the member leaving an executor, and also where there is no executor or administrator. **LEX.**
Birmingham.

LAND LAWS.—A very small alteration in appearance often produces great effects. The result of the following change upon large landed estates has not been, I believe, considered; namely, if instead of allowing a tenant in tail in remainder to bar the entail, with the consent of the tenant for life, an entail might only be barred when in possession. This sounds like an additional restraint, but it is only so in sound. The Profession will know that a tenant in tail in remainder cannot help himself, but because he has the power to bar the entail, the tenant for life (on whom he is usually dependent) will compel him to cut down his interest to a life estate. This power being destroyed (in alternate generations at least) the owner will be absolute master of the estate. Improvident successors from time to time might happen to squander a fine estate, but the freedom that would ensure to provident owners would be so beneficial as to counterbalance this. There seems no sound reason why the practical perpetuity which the pressure on tenant in tail in remainder creates should be permitted, when the law so decidedly prevents perpetuity in other forms. **M. G.**

THE PRELIMINARY EXAMINATION.—Will some of the readers of your valuable paper, who have been article without passing the Preliminary, oblige by informing me of the means necessary to be adopted to effect that end? Also the form of certificate to comply with the requisitions of the Act, and whether such certificate must necessarily show the dates between which a person was a *bona fide* clerk, or will a certificate specifying the period of service, but omitting the dates, suffice.

A TEN YEARS' MANAGING CLERK.
Chester, 28th Sept. 1869.

COSTS.—Your correspondent "A. B." inquires in your last number whether, "where no agreement is made upon the letting of a property, and the lessor and lessee employ their respective solicitors, it is the practice for the lessee to pay the lessor's solicitor's costs, as well as those of his own solicitor?" There is no doubt that it is. Questions of this nature come very frequently before us in our business of cost settlers, and we can assure your correspondent that the settled practice is that in the absence of any specific understanding to the contrary, the lessee pays all the costs, both of the lessor's solicitor and his own. In some rural districts a custom exists that the costs of agricultural leases shall be divided between the lessor and lessee; but unless such a custom could be distinctly proved to prevail in the district where the property demised was situated, it could not be relied upon to exempt the lessee from the operation of the general and settled rule.

KAIN, SPARROW, WITT, AND CO.
Law Accountants.

HABITUAL CRIMINALS ACT (32 & 33 VICT. c. 99).—Can you explain to what section of this Act the third form of conviction by the magistrates, contained in the third schedule, has relation? It will be seen that the conviction is grounded on proof of the prisoner having been convicted three times of felony, and of then having brought himself within the provisions of part of the 8th section of the Act; but I find no mention in the 8th section, or in any part of the Act, of three convictions for felony being a ground for conviction by the magistrates. This form does not, like the second form, recite that the prisoner is "a person subject to the provisions of the Habitual Criminals Act 1869." **S.**

NOTES AND QUERIES ON POINTS OF PRACTICE.

[N.B.—None are inserted unless the name and address of the writers are sent, not necessarily for publication, but as a guarantee for *bona fides*.]

Queries.

99. TITLE DEEDS—SECURITY—MARRIED WOMAN'S ESTATE—SEARCHING FOR INCUMBRANCES BEFORE SETTLEMENT OF PURCHASES OF FREEHOLDS, COPYHOLDS, AND LEASEHOLDS.—Will some of your readers consider the correctness of the answer of "Advocate" to Queries 91 and 95, in your issue of last week, and, in reference to the latter answer, see and consider Smith's Compendium, 3rd edit., p. 441: an article in 39 LAW TIMES, 446; 41 LAW TIMES, 249, Query 28; and Halliday, p. 215, 3rd edit. and oblige **A SUBSCRIBER.**

100. ASSUMING NEW NAME.—Can a man assume a family name, in addition to his original, by simply signing himself as such. **E. W. B.**

101. LEASES AND SALES OF SETTLED ESTATES ACT.—By The Leases and Sales of Settled Estates Act, a tenant for life is empowered to lease all but "the prin-

cipal mansion and demesne lands," under certain restrictions. A, the tenant for life of a farm and farmhouse, leases the same and dies. Will the clause preventing the lease of the principal mansion, &c., operate in this case, the farmhouse being the only building on the estate, or will the lease hold good against the tenant in tail? **P. O. T.**

102. DEED OF EXCHANGE—COVENANT—PRODUCTION OF DEEDS.—Will any of your able correspondents kindly say whether mutual covenants for the production of deeds ought properly to be inserted in an ordinary deed of exchange in cases where the exchange is effected by one instrument. None of the modern printed precedents contain such covenants. A reference to authorities will oblige. **H. H.**

103. LIBEL.—Would either you or any of your many and learned correspondents kindly say, is a newspaper liable to an action for libel, for publishing evidence given before a Select Committee of the House of Commons, where the evidence is not given on oath? Is the person giving such evidence, it being false and libellous, liable at law. **DUBLINENSIS.**

104. CONVEYANCE—COVERTURE.—Is a conveyance of land to a married woman temporarily separated from her husband a valid instrument of assurance? The purchase-money is under 10*l.*, and was paid for by S. B., the purchaser, out of her own earnings, and after separation by mutual consent of husband and wife. If not, in whom does the legal estate now vest? Can the purchaser (the married woman) to whom the conveyance was taken in 1867 convey to a purchaser for value, with privity &c. of husband, who would join therein? If not, who are entitled at law to do this? There was no order of protection obtained in 1864 nor in 1867, nor has there been any since, and husband and wife are at present separate. **W. W.**
Morley, near Leeds.

Answers.

(Q. 91.) **TITLE DEEDS—SECURITY.**—In answer to query No. 91, I submit that a memorandum of deposit signed by A. and B. (husband and wife) would not operate as a charge on B's estate, but merely on that of A. *jure mariti*. By the Fines and Recoveries Act (sect. 77), a married woman is rendered incapable of disposing of lands or of any estate therein, except by "deed" duly acknowledged; and, therefore, any charge, otherwise than by such deed, is inoperative, assuming she has not secured to herself a particular power of disposition: (Sp. Eq. vol. 2, 492.) If a husband and wife could create, by deposit, an equitable mortgage of her estate, the object of the Act would be defeated, and the wife would not have the protection sought to be afforded her. The creditor would not establish in equity a right to specific performance of the agreement to charge the estate of the wife and execute a legal mortgage: (*Wilkinson v. Castle*, 18 L. T. Rep. N. S. 101. V. C. S.) After the perusal of "Advocate's" answer, mine is offered with diffidence. **R. P.**

— "Advocate's" answer is incorrect. A married woman can bind her real estate, not settled to her separate use only, by a deed acknowledged. **Z. Y.**

(Q. 95) **PURCHASE OF PROPERTY—INCUMBRANCES.**—It is not quite safe to omit the usual searches, and a solicitor who, without express authority from his client, should omit such searches, would probably be chargeable with gross negligence, if any loss accrued by reason of the omission. Although by 27 & 28 Vict. c. 112, no judgment, &c. entered up after the passing of the Act (19th July 1864) affects lands until the same shall have been delivered in execution, judgments entered up prior to that date, if registered or re-registered within five years antecedent to the purchase, would affect freeholds or copyholds. As to such prior judgments as were entered up subsequent to the passing of the 23 & 24 Vict. c. 38 (23rd July 1860), they would of course only operate subject to the provisions of that Act. A judgment or writ of execution entered up prior to the 27 & 28 Vict. c. 112, being a legal charge, would in general be paramount to the estate taken by the purchaser, and in such a case a purchaser could not shelter himself under the absence of notice. **Z. Y.**

(Q. 97.) **COPYHOLDS—ADMISSION OF MORTGAGEE—FINES—STAMP DUTY.**—The statement of "W. H." in your last number is not quite so explicit as it might be. For the purpose of an answer, I will assume that A., the owner of freeholds, and the admitted tenant in fee of copyholds, executed a mortgage of both properties to B. as to the copyholds, by the ordinary covenant to surrender, upon which no surrender was made, and consequently no admittance granted. A. then dies, and by his will (made after the 1st Jan. 1833), devises his real estate, including of course his copyholds, to trustees and their heirs, upon trust, say either (1) to permit his wife to receive the rents and profits for her life, with a direct devise over; or (2) to pay the rent and profits to the wife for life, then to sell, or for other purposes which would continue the trusteeship. On A.'s death, the trustees were not admitted, but the wife was, as tenant for life. B., the mortgagee, called in his money, and the wife (the tenant for life, and who for this purpose may be treated as an independent transferee), paid off the mortgage and took a transfer by assignment *simpliciter*. She now requires repayment, and asks C. to pay her off, and take a transfer of her security; but C. declines to do so without a surrender and admittance—i.e., without having the legal estate. In the one case (1) the trustees would take no estate under the will, but in the other (2) they would take the legal estate upon admittance under the will, in the first alternative (if the trust was to pay, &c.) for the life of the wife; and in the other (if the trust was for sale, &c.) until sale, or until the property vests absolutely in some other person: (*Player v. Nicholson*, 1 B. & C. 339; *Watson v. Pearson*, 2 Ex. 581; *Blagrove v. Blagrove*, 4 Ex. 550.) If the devise by A. was to the trustees to permit the wife to receive the rents for life, with a direct demise over, then the wife was properly admitted as tenant for life, the trustees taking no estate; but if the devise by A. was to the trustees to pay the rents to the wife for life, then for sale, or for other purposes con-

termining the trusteeship, then the trustees should have been admitted to the legal estate, as in that case the trustees, and not the *cestui que trust*, were the proper persons to be admitted the lord's tenants. The legal estate could only pass to the trustees of A's will by their admission under the devise if the trust was to pay the rents to the wife, and then to sell, &c.; in the other case (to permit the wife to receive the rents, with a direct devise over) the trustees took no estate, and the wife was properly admitted as stated, and therefore she has the legal estate. If there had been a surrender from A. to B., in pursuance of the covenant, although no admittance, the wife, as assignee of B., could claim admittance under the surrender made to him (B.) by the covenantor (A.), upon payment to the lord of such fine, &c., as he would have been entitled to by the admittance of B.: (*Rev v. The Lord and Steward of the Manor of Hendon*, 2 T. R. 484; 1 Seriv. Com. 292.) No notice whatever can be taken by the lord of a simple covenant to surrender, therefore B. took only an equity in the copyholds under his mortgage, which is all the wife (the transferee) has, as B's assignee: (Wharton's Conv. 233.) C., the proposed transferee from the wife, has a right to call for a surrender and admittance if he chooses; and if, as stated, the trustees should have been admitted, as having an estate under the will, they should concur with the wife in surrendering to C., who could then compel admission upon the payment of a single fine: (*Steinh. Com. 611, 612*); or, if the trustees took no estate, as stated, then the wife can surrender the legal estate, and assign her equitable interest under the transfer to her from B. (*Garland v. Aston*, 31 L. T. Rep. 207) to the new transferee C., who can compel admission on the surrender of the legal estate, in like manner, upon payment of a single fine: (Wharton, 231.) If A. and B. had both been living, and the transaction between them rested in covenant, and B. had assigned his interest by deed, and A. had surrendered to the assignee, such assignee might have compelled the lord by *mandamus* to admit him without a double fine: (*Rev v. Hendon*, 2 T. R. 484.) If the wife is properly admitted, her admission, it is apprehended, would enture to the remainderman, as, without a special custom for it, the remainderman is not liable, on the death of the tenant for life to pay a fine: (Wharton, 234.) The wife having been admitted as tenant for life under the will, she would of course, on that occasion, pay the fine, &c., under sect. 4, of the Wills Act 1837 attention is directed to sects. 3, 4, and 5 of that Act. If there are three trustees who should be admitted, as entitled to the legal estate under the will of the testator, they, being joint tenants, will have to pay but one fine, which will be calculated thus: Two years' value for the first life, half of that for the second, and half of that sum on the third. If the trustees be admitted, as above stated, so as to concur in the proposed new surrender, the costs, including the fines, may be tacked to the mortgage debt and interest. If the trustees are not necessary parties for the reasons stated, then the executors of A's will should concur, so that the costs, &c., may be so tacked: (*Vide Re Ratcliffe*, 37 L. T. Rep. N. S. 61; 22 Beav. 201.) W. H.'s object (as to getting the legal estate, saving double fines, tacking costs, &c.) may be practically gained by the admission of the trustees (if they took an estate under the will, and a surrender from them (with the concurrence of the wife as tenant for life and mortgagee) to the new mortgagee (C.), for a sum commensurate with the aggregate amount of the original mortgage debt, interest, fines, costs, &c., accompanied by a deed of covenants, embracing a grant of the freehold and assignment of the equity in the copyholders, and of the mortgage debt and securities. The new surrenderee (C.) need not be admitted unless and until he wants to enforce his security. O. W. H.'s object may be effected, in case the trustees took no estate under the will, by a surrender from the wife of the legal estate, and a similar deed of covenants, grant, and assignment. The covenant, grant, and assignment, in either case, being by one deed as an ordinary mortgage security, varied according to the circumstances. The covenant and assignment may be drawn so as to precede, or follow, the surrender, and both documents may be signed simultaneously; the preparation of them will present no practical difficulties to an experienced draftsman. The *ad valorem* mortgage stamp duty, or the aggregate amount to be secured by the new mortgage, should be impressed on the assignment and grant, and the duty payable on the surrender will be the amount of such *ad valorem* duty, if such last-mentioned duty does not exceed 20s., and if it amounts to or exceeds that sum, then 20s. I have no present access to the Reports mentioned, but rely upon the accuracy of my own M.S. note books.—

31, Montague-street, Blackburn, 6th Oct. 1869.

PROMOTIONS & APPOINTMENTS

[N.B.—Announcements of appointments being in the nature of advertisements, are charged 2s. 6d. each, for which postage stamps should be inclosed.]

Mr. Edmund Newman, of Trafalgar House, King's-road, Chelsea, and Clifford's-inn, London, has been appointed by the Lord Chief Justice of the Court of Common Pleas a Perpetual Commissioner for taking the Acknowledgments of Deeds by Married Women in and for the city of London and county of Middlesex, and the city and liberties of Westminster.

Mr. William Reade, of Ringwood, Hants, solicitor, member of the Incorporated Law Society and Commissioner for Oaths in Chancery and at Common Law, has been appointed by the Lord Chief Justice of the Court of Common Pleas a Perpetual Commissioner for Acknowledgments for Hants and Dorset.

Mr. Alexander Beale, of Reading, solicitor, has been appointed by the Right Hon. the Lord Chief Justice of the Court of Common Pleas to be a Perpetual Commissioner for taking the Acknowledgments of Deeds by Married Women in and for the county of Berks.

LAW SOCIETIES.

THE SOCIAL SCIENCE CONGRESS.

INTERNATIONAL AND MUNICIPAL LAW. THE OWNERSHIP AND OCCUPATION OF LAND.

Mr. Frederic Hill read a paper, which, after considering the principle on which the original appropriation of land would have been most advantageously based, passed on to consider the question of occupation, maintaining that the principle of the tenancy of land on the basis of the occupier having the benefit of all additional value he might give to his farm, and on the other hand of his being required to make good any diminution of value, was applicable not only to cases in which land might belong to the state, but to those of private ownership; subject, however, to the proviso that both landlords and tenants should be free to enter into any other agreement. The application of this principle Mr. Hill believed was most urgently needed in Ireland, and would do much toward solving the land difficulty. As regards tenant right the writer was opposed to its further continuance, but considered the State should, in the absence of private agreement of both parties, step in (on application in a reasonable period) and enforce the payment of an equitable sum by the landlord to every tenant entitled by custom to this right. Fixity of tenure was also disapproved of, as endless division and sub-division of land would be its probable result, and a body of tenants would thus be perpetuated who were not possessed of the special aptitudes and of the capital necessary for the efficient cultivation of the land. The system of small holdings was condemned on the ground that large farms would be more productive; but it was pointed out that it was just as possible in agriculture as in trade to introduce the systems of payment of wages varying in part with the rate of profit, of industrial partnerships, and of co-operation, so that every labourer might become a partner in the farm on which he worked.

Mr. W. D. Henderson (of Belfast), who followed with a paper devoted to the same subject, having special reference to Ireland, advocated freedom of contract, which, as regarded land, was shown to involve the very minimum of change; and after dwelling on various questions of detail, the writer discussed the claim for continuous occupancy, which was shown to arise from the facts that the tenant had made the improvements, and that owing to the smallness of the farms he must continue to do so. Continuous occupancy, it was urged, had sprung from the past history of the people, who had been accustomed till lately to a tribal system of ownership, which gave them joint rights, and which was in various ways recognised by the landlords. Passing from the question of tenant-right, which the writer considered to have its root in continuous occupancy, though comprising other elements besides, the various modes which had been suggested of settling the land question were then discussed at some length. The proposal, that the landlord should be compelled to buy out the rights of his tenants, either by a long lease or by cash, Mr. Henderson insisted would simply confirm the tenant in the idea that the land was his; while another plan, that the tenant should be compelled to buy out the landlord, took the form of fixity of tenure. He then proposed that the law should recognise both of the elements of tenant right. The unexhausted improvements could be estimated by the County Courts, subject to an appeal to the judges of assize. The compensation for breach of the implied contract that the tenant should continue to occupy might be estimated in two ways, either one-half of the value of the unexhausted improvements or three or four years' rent of the land, whichever was lowest. The question of waste lands was then touched on; and the paper concluded with a reference to land banks and their organisation, which in many of their details would resemble the system of building societies.

Mr. Serjeant Cox read a very luminous paper on the subject of land law reform as applied to England. His suggestions were, first, that in cases of intestacy, land should pass as personality that now passed under the Statute of Distributions. Having the power to give it otherwise by his will, if the owner omitted to make a will it may be reasonably presumed that he preferred the provision made by the law. His second suggestion referred to the difficulties, delays, and costs that attend the transfer of real property; he said that these were mainly the consequence of the power of charging land with other claims than those of the owner and occupier. The necessary result of this was, that land could not be transferred without an inquiry not only into ownership, but also into the charges that have been or might have been imposed on it; and as the limits of such power of charging are very wide, the investigation of title must be equally so. He further suggested that to facilitate such discharges, all incumbrances upon real estate not accompanied with posses-

sion should be registered, and that all unregistered charges should be void.

Mr. I. J. Murphy read a short paper on tenant-right as it exists in the province of Ulster, which was bought and sold like good will.

Mr. Hancock (from the North of Ireland) remarked he was glad to find a unanimity of opinion enunciated in the papers read—that the land law ought to be improved. He believed the value of tenant-right arose from the facility that existed for the transfer of land, which was done in the agent's office by a mere stroke of the pen, without the slightest investigation. He thought courts of compensation were the proper way to deal with the question in order to get into some mode of measuring the value of the land, and he suggested that the Irish Courts of Quarter Session, which corresponded to English County Courts, might be constituted courts of compensation. Adverting to the general policy whether land ought to be held in large quantities or small, Mr. Hancock considered the experiment might be fairly tried in the case of the Irish Church lands, which must be disposed of by the commissioners during the next ten years. (Hear.) There ought to be a more clear and definite understanding on all that belonged to land. Scotland was much in advance of England and Ireland.

The President adverted to the land question, and expressed his conviction that the landowners of England must make up their minds for radical changes in the land laws. In the social circumstances of this country it would be impossible in future times that owners should be allowed to exercise undisputed control over their land to the injury of their neighbours. He insisted on the expropriation of land when it was needed for public purposes, remarking that it would not much longer be tolerated that an owner of land should absolutely check the growth of, and as it were kill, communities because he did not choose, through pleasure, convenience, or caprice, to part with his land at any price. Referring to the obstacles in the way of a transfer of land, the president considered a 30 years' ownership of land ought to be sufficient to form an indefeasible title, and so make the disposal of it a matter of ease. (Hear, hear.) Coming to the Irish land question, the speaker urged that Ireland in this respect needed special legislation. The idea was deeply rooted in the Irish mind that continuous occupancy conferred a right of ownership, and he feared no legislation would ever eradicate that feeling. In conclusion, Mr. Hastings said he was strongly in favour of giving an absolute right of compensation for improvements, and also of a modified tenure of 7, 14, or 21 years, and at the end of that time a revision of the improvements that had been made, and compensation for them; and if the tenant was not willing to give the increased value, his tenancy must cease; but subject to that the tenant to be preserved in his holding.

THE GAZETTES.

Bankrupts.

Gazette, Oct. 1.

To surrender at the Bankrupts' Court, Basinghall-street.

ADAMS, WILLIAM HENRY, manager to an eating-house keeper, Leam, 31st-st. Pet. Sept. 27. Reg. Pepps. O. A. Graham. Sol. Lawrence, Lincoln's-inn-fields. Sur. Oct. 13.
ALLEN, JOHN, clerk in holy orders, Surbiton. Pet. Sept. 23. Reg. Pepps. O. A. Graham. Sol. Doble, Gresham-st. Sur. Oct. 13.
ARCHER, JAMES FREDERICK, coal merchant, Oxford, Bleasdale, and Wheatley. Pet. Sept. 21. Reg. Pepps. O. A. Graham. Sur. Oct. 14.
BOWMAN, JAMES, grocer, Cambridge-ter, Islington. Pet. Sept. 15. Reg. Pepps. O. A. Graham. Sol. Hope, Ely-pl, Holborn. Sur. Oct. 13.
BRITAIN, WILLIAM, carpenter, Swan-st, Shoreditch; and North-st, Cambridge-health. Pet. Sept. 29. Reg. Pepps. O. A. Graham. Sol. Michael, Gresham-buildings, Guildhall. Sur. Oct. 13.
BUNCE, CHARLES DREDGE, grocer, Staveley-rd, Peckham. Pet. Sept. 28. Reg. Pepps. O. A. Graham. Sol. Warrand, Bath-st, Newgate. Sur. Oct. 14.
BURN, LOCKINGTON, DALE, railway contractor, Mark-la, and Guildford-pl. Pet. Sept. 29. Reg. Pepps. O. A. Graham. Sol. Webb, Gresham-st. Sur. Oct. 14.
BURNHAM, GEORGE HENRY, freight contractor, Great St. Helen's. Pet. Sept. 21. Reg. Pepps. O. A. Graham. Sur. Oct. 14.
BURR, JOHN, livery stable keeper, Brook's-mead, Berkeley-sq. Pet. Sept. 25. Reg. Pepps. O. A. Graham. Sol. Chalk, Moor-gate-st. Sur. Oct. 12.
BUTTERS, JOSEPH, shoemaker, Woodbridge. Pet. Sept. 23. Reg. Pepps. O. A. Graham. Sol. Blackford and Co, Great Swan-alley, for Welton, Woodbridge. Sur. Oct. 12.
BYFORD, HENRY WILLIAM, portmanteau maker, Southwark-brdg rd. Pet. Sept. 25. Reg. Pepps. O. A. Graham. Sol. Watson, Basinghall-st. Sur. Oct. 13.
CHALK, JAMES, and ALFRED, DERHAM, drapers, Weston-super-Mare. Pet. Sept. 13. Reg. Pepps. O. A. Graham. Sol. Sturt, Ironmonger-la. Sur. Oct. 13.
CATLING, JAMES, brickmaker, Sutton. Pet. Sept. 24. Reg. Pepps. O. A. Graham. Sol. Ryan, Lincoln's-inn-fields. Sur. Oct. 13.
CLARK, ROBERT, tailor, Vauxhall-bridge-rd. Pet. Sept. 29. Reg. Pepps. O. A. Graham. Sol. Drake, Basinghall-st. Sur. Oct. 13.
CLOUGH, EBENEZER, builder, West Ham. Pet. Sept. 28. Reg. Pepps. O. A. Graham. Sol. Jones, East Temple-chambers, Moor-gate-st. Sur. Oct. 14.
CROSBY, ROBERT, painter, Shaftesbury-ter, Kensington. Pet. Sept. 24. Reg. Pepps. O. A. Graham. Sol. Godfrey, Hatter-garden. Sur. Oct. 15.
DYER, WILLIAM GEORGE, late chemist, Union-rd, Clapham. Pet. Sept. 31. Reg. Pepps. O. A. Graham. Sur. Oct. 13.
EDWARDS, JOSEPH CHARLES, clerk in holy orders, Record-chambers, Fetter-la. Pet. Sept. 21. Reg. Pepps. O. A. Graham. Sur. Oct. 13.
FOALE, WILLIAM HENRY, carpenter, John-st, Old Kent-rd. Pet. Sept. 28. Reg. Pepps. O. A. Graham. Sol. Godfrey, Hatter-garden. Sur. Oct. 14.
FORBES, THOMAS CHARLES, monetary agent, Sidmouth-st, Gray's-inn-rd, and Compton-st, Brunswick-sq. Pet. Sept. 21. Reg. Pepps. O. A. Graham. Sur. Oct. 13.
GARNON, WILLIAM, builder, Dorval-ter, Lower Wandsworth-rd. Pet. Sept. 27. Reg. Pepps. O. A. Graham. Sol. Hicklin, Trinity-sq, Borough. Sur. Oct. 13.

GLENDING, ADAM, timber merchant, Langdale-rd., Peckham. Pet. Sept. 23. Reg. Pepps. O. A. Graham. Sol. Ring, Gresham-bldgs. Sur. Oct. 15.

JACOBS, WILLIAM, late auctioneer, Arundel-st., Piccadilly. Pet. Sept. 21. Reg. Pepps. O. A. Graham. Sur. Oct. 13.

JARVIS, EDWARD, HENRY, wine merchant, Great Court-st., Westminster. Pet. Sept. 27. Reg. Roche. O. A. Parkyns. Sol. Waghorn, Harp-lane, Great Tower-st. Sur. Oct. 13.

JONES, HENRY, late builder, Ravensdon-st., Kennington. Pet. Sept. 23. Reg. Pepps. O. A. Graham. Sur. Oct. 13.

KESTON, ROBERT HENRY, wine merchant, Notting-hill. Pet. Sept. 23. Reg. Pepps. O. A. Graham. Sur. Oct. 13.

LESTRADE, RICHARD THOMAS, plumber, Brompton-rd. and Rutland-rd., Knightsbridge. Pet. Sept. 27. Reg. Pepps. O. A. Graham. Sol. Sibley, Lincoln's-inn-fields. Sur. Oct. 13.

MOYSE, HENRY METCALF, builder, Dames-inn, Strand. Pet. Sept. 21. Reg. Pepps. O. A. Graham. Sur. Oct. 13.

MORGAN, WILLIAM, iron merchant, Budge-row. Pet. Sept. 21. Reg. Pepps. O. A. Graham. Sur. Oct. 13.

MULFORD, WILLIAM FREDERICK, grocer, Florence-ter, Notting-hill. Pet. Sept. 23. Reg. Pepps. O. A. Graham. Sol. Michael, Gresham-bldgs, Basinghall-st. Sur. Oct. 14.

OLDS, JOHN, plumber, Blackstock-lane, Seven Sisters-rd. Pet. Sept. 23. Reg. Pepps. O. A. Graham. Sol. Cooke, Gresham-bldgs. Sur. Oct. 13.

PANSON, EDWIN, traveller to a cooper, Church-row. Pet. Sept. 27. Reg. Pepps. O. A. Graham. Sol. Blackford and Co., Great Swan-alley, Moorgate-st. Sur. Oct. 13.

REYES, JOSEPH, unman, Kent-st., Southwark. Pet. Sept. 27. Reg. Pepps. O. A. Graham. Sol. Tinsley, Commercial-rd., Islington. Pet. Sept. 23. Reg. Pepps. O. A. Graham. Sol. Wharfedale, Coleman-st. Sur. Oct. 13.

SEMAN, JOHN CANDY, potato dealer, Calvert-st., Gray's-inn-rd. Pet. Sept. 23. Reg. Pepps. O. A. Graham. Sol. Tinsley, Commercial-rd., Islington. Pet. Sept. 23. Reg. Pepps. O. A. Graham. Sol. Wharfedale, Coleman-st. Sur. Oct. 13.

STACK, THOMAS, jun., formerly corn chandler, Beviden-st., Exeter. Pet. Sept. 23. Reg. Pepps. O. A. Graham. Sol. Charlton, Waterloo-rd. Sur. Oct. 13.

SPITT, CHARLES SAMUEL, wood turner, Diana-pl., Easton-rd. Pet. Sept. 23. Reg. Pepps. O. A. Graham. Sol. Marshall, Lincoln's-inn-fields. Sur. Oct. 13.

TANSIE, NATZLER, commission merchant, Heming-rd., Kennington, and Crown-ct., Old Broad-st. Pet. Sept. 20. Reg. Pepps. O. A. Graham. Sur. Oct. 14.

TARRANT, WILLIAM, shirt-maker, Grenada-ter, Commercial-rd. Pet. Sept. 27. Reg. Pepps. O. A. Graham. Sol. Girdwood, Old Jewry-chmbs. Sur. Oct. 13.

WAINWRIGHT, THOMAS GEORGE, ironmonger, Mile-end-rd. Pet. Sept. 21. Reg. Pepps. O. A. Graham. Sur. Oct. 14.

WALKER, WILLIAM, jun., formerly of the Queens-st. pl. Pet. Sept. 23. Reg. Pepps. O. A. Graham. Sol. Peckham, Doctors'-commons. Sur. Oct. 13.

WALLIS, MARY ANN, spinster, hosier, Queen's-ter, Isle of Dogs. Pet. Sept. 23. Reg. Pepps. O. A. Graham. Sol. Godfrey, Hulse-gdn. Sur. Oct. 13.

WILD, CHARLES, dealer in jewellery, Hatton-gdn. Pet. Sept. 21. O. A. Page. Sur. Oct. 14.

WILLIAMS, REUBEN HENRY, jun., machinery dealer, Bernondsey Road. Pet. Sept. 23. Reg. Pepps. O. A. Graham. Sol. Clippelfield, Trinity-st., Southwark. Sur. Oct. 13.

WILSON, JOHN, assistant to a haberdasher, Rochester-ter, Southgate. Pet. Sept. 24. Reg. Brougham. O. A. Page. Sol. Lawrence, Lincoln's-inn-fields. Sur. Oct. 13.

WILSON, THOMAS, tailor, Margaret-ter, Broad-rd. Pet. Sept. 23. Reg. Pepps. O. A. Graham. Sol. Watson, Basinghall-st. Sur. Oct. 14.

WALKER, GEORGE, and GLOVER, SAMUEL RAWLINGS, builders, Clifton-rd., Shepherd's-bush, and Trevorton-st., Notting-hill. Pet. Sept. 27. Reg. Pepps. O. A. Graham. Sol. Easton, Clifford's-inn. Sur. Oct. 13.

YOUNG, JOHN, piano forte maker, The Mews, Trigon-rd., Clapham-rd. Pet. Sept. 27. Reg. Pepps. O. A. Graham. Sol. Draper, Vincent-aj, Westminster. Sur. Oct. 13.

To surrender in the Country.

ALDOUS, SAMUEL, butcher, Swadham. Pet. Sept. 23. O. A. Page. Sur. Oct. 14.

BAILEY, GEORGE, baker, Fratton. Pet. Sept. 23. Reg. & O. A. Howard. Sol. Champ, Portsea. Sur. Oct. 20.

BECK, PHIBBE, formerly grocer, Liverpool. Pet. Sept. 25. Reg. & O. A. Hime. Sol. Lupton, Liverpool. Sur. Oct. 12.

BEND, ISAAC, O. A. Hime. Sol. Tyrer, Liverpool. Sur. Oct. 13.

BONN, SAMUEL, grocer, Bolton. Pet. Sept. 27. Reg. & O. A. Holden. Sol. Edge and Dawson, Bolton. Sur. Oct. 13.

BUTCHER, RICHARD AZEL, hotel keeper, Tiverton. Pet. Sept. 23. O. A. Colclough. Sol. Cranley and Payne, Tiverton, and Terrell and Petherick, Exeter. Sur. Oct. 13.

BRADSHAW, MATTHEW, painter, Liverpool. Pet. Sept. 18. Reg. & O. A. Hime. Sur. Oct. 11.

BREWER, GEORGE, tailor, New Bury. Pet. Sept. 23. Reg. & O. A. Holden. Sol. Edge and Dawson, Bolton. Sur. Oct. 13.

BUCKLEY, LEWIS, tobaccoist, Manchester. Pet. Sept. 22. Reg. Fardell. O. A. McNeill. Sol. Messrs. Heath, Manchester. Sur. Oct. 12.

BURTON, THOMAS, grinders dealer, Northampton. Pet. Sept. 27. Reg. & O. A. Dennis. Sol. White, Northampton. Sur. Oct. 16.

CAPPEL, HENRY GEORGE, innkeeper, Warwick. Pet. Sept. 17. Reg. Tudor. O. A. Kinnear. Sol. Brown and Baker, Warwick, and Messrs. Hodgson, Birmingham. Sur. Oct. 13.

CHALDER, GEORGE, publisher, Ferry Drayton. Reg. & O. A. Baxter. Sol. Craddock, Nuneaton. Sur. Oct. 13.

CHALDER, JOSEPH, victualler, Piddletrentleth. Pet. Sept. 25. Reg. & O. A. Symonds. Sol. Howard, Weymouth. Sur. Oct. 15.

CLEVER, THOMAS MATTHEW, wool mop manufacturer, Cradley. Pet. Sept. 27. Reg. & O. A. Kinnear. Sol. James and Griffin, Birmingham. Sur. Oct. 13.

COOKE, EDWIN, insurance agent, Manchester. Pet. Sept. 23. Reg. & O. A. Kay. Sol. Myers, Manchester. Sur. Oct. 12.

DENY, HENRY, innkeeper, Wellington. Pet. Sept. 23. Reg. & O. A. McNeill. Sol. Marshall, Wellington. Sur. Oct. 12.

DAVIES, JAMES GITTENS, painter, Rhyl. Pet. Sept. 23. Reg. & O. A. Sisson. Sol. Williams, Rhyl. Sur. Oct. 13.

DINAM, JOHN, baker, Landport. Pet. Sept. 23. Reg. & O. A. Howard. Sol. Champ. Sur. Oct. 13.

DIOS, JOHN, woollen merchant, Huddersfield. Pet. Sept. 29. O. A. Young. Sol. Hesp, Fenton, and Owen, Huddersfield, and Simpson, Leeds. Sur. Oct. 18.

DOBER, BENJAMIN, market gardener, Bedworth. Pet. Sept. 18. Reg. & O. A. Kirby. Sur. Oct. 19.

DOBSON, JOHN, machinist, Burnley. Pet. Sept. 27. Reg. & O. A. Hartley. Sol. Backhouse and Whitman, Burnley. Sur. Oct. 18.

DEWATER, WILLIAM WILSON, book-keeper, Plymouth. Pet. Sept. 27. Reg. & O. A. Pearce. Sol. Squire, Plymouth. Sur. Oct. 13.

EDERSON, JAMES, grocer, Birmingham. Pet. Sept. 20. Reg. Tudor. O. A. Kinnear. Sol. Free, Birmingham, and Stratton, Wolverhampton. Sur. Oct. 13.

EVANS, THOMAS WILLIAM, woollen manufacturer, Llantrissant. Pet. Sept. 27. Reg. & O. A. Spickett. Sol. Thomas, Pontypidd. Sur. Oct. 12.

FALKNER, THOMAS, grocer, Redruth. Pet. Sept. 27. Reg. & O. A. Peter. Sol. Trevena, Redruth. Sur. Oct. 19.

FULHAM, FRANK, butcher, Southwark. Pet. Sept. 27. Reg. & O. A. Clarke. Sol. Chittock, Norwich. Sur. Oct. 19.

FOX, WILLIAM, machinist, Northampton. Pet. Sept. 23. Reg. & O. A. Dennis. Sol. White, Northampton. Sur. Oct. 16.

GEORGE, FRANCIS, commercial traveller, Birmingham. Pet. Sept. 23. Reg. & O. A. Guest. Sol. Pitter, Birmingham. Sur. Oct. 13.

HEAD, EDWARD, wheelwright, Chichester. Pet. Sept. 23. Reg. & O. A. Sowton. Sol. Titchener, Chichester. Sur. Oct. 13.

HALL, JOSEPH, farmer, Sampford Courtenay. Pet. Sept. 23. Reg. & O. A. Bur. Sol. Fulford, Okehampton, and North Tawton. Sur. Oct. 9.

HENDERSON, CHRISTOPHER, mason, Riverhead. Pet. Aug. 31. Reg. & O. A. Holcroft. Sur. Oct. 28.

HOWELL, JOE, hawker, Salisbury. Pet. Sept. 27. Reg. & O. A. Andrews. Sol. Mumford, Salisbury. Sur. Oct. 17.

HUDSON, JOHN, and HUDSON, THOMAS YBUSH, joiners, Armlay, near Leeds. Pet. Sept. 23. Reg. & O. A. Marshall. Sol. Harle, Leeds. Sur. Oct. 15.

HITCHCOCK, THOMAS, joiner, Blackburn. Pet. Sept. 23. Reg. & O. A. Marshall. Sol. Atkinson, Saunders, and Co., Manchester. Sur. Oct. 21.

LEE, JOHN THOMAS, draper, Newport. Pet. Sept. 23. Reg. & O. A. Kinnear. Sol. Ward, Birmingham. Sur. Oct. 13.

JENNINGS, WILLIAM, furniture maker, 24, Edmond's-ter. Pet. Sept. 23. Reg. & O. A. Collins. Sol. Salmon, Bury St. Edmund's. Sur. Oct. 14.

JOHNSON, WILLIAM, late patent fuel manufacturer, Sketty. Pet. Sept. 23. Reg. Wilde. O. A. Acraman. Sol. Clifton and Mossy, Bristol. Sur. Oct. 15.

JONES, WILLIAM, tobaccoist, Manchester. Pet. Sept. 23. Reg. & O. A. Kay. Sol. Walsley, Manchester. Sur. Oct. 12.

KERSHAW, WILLIAM, woollen merchant, Manchester. Pet. Sept. 23. Reg. Fardell. O. A. McNeill. Sol. Owen, Manchester. Sur. Oct. 13.

LADLEY, HENRY, watchmaker, Newcastle. Pet. Sept. 29. Reg. Gibson. O. A. Laidman. Sol. Hoyle, Shipley, and Hoyle, Newcastle. Sur. Oct. 20.

LAMB, JOHN, late currier, Leeds. Pet. Sept. 22. Reg. & O. A. Marshall. Sol. Harle, Leeds. Sur. Oct. 13.

LIGHTFOOT, JOHN, innkeeper, Stockton-upon-Tees. Pet. Sept. 27. Reg. & O. A. Crosby. Sol. Dobson, Middlesbrough. Sur. Oct. 13.

MAISEN, THOMAS, tin plate worker, Great Harwood, near Rotherham. Pet. Sept. 13. Reg. Fardell. O. A. McNeill. Sur. Oct. 12.

MEADOWCROFT, WILLIAM, tobaccoist, Rochdale. Pet. Sept. 25. Reg. Fardell. O. A. McNeill. Sol. Leigh, Manchester. Sur. Oct. 11.

MERRIMAN, WILLIAM, victualler, Aberdare. Pet. Sept. 27. Reg. & O. A. Rees. Sol. Morgan, Pontypidd. Sur. Oct. 12.

MILLER, GEORGE, cart driver, Ashton-upon-Ribble. Pet. Sept. 23. Reg. & O. A. Myres. Sol. Rainford, Preston. Sur. Oct. 16.

MOSSOP, CLEMENT, bakchouse keeper, Egremont. Pet. Sept. 23. Reg. & O. A. Wero. Sol. Mason, Whitehaven. Sur. Oct. 13.

NICHOLSON, ALBERT HENRY, commission agent, Hull. Pet. Sept. 30. O. A. Young. Sol. Bell, Hull. Sur. Oct. 13.

OSBORNE, HARRY, journeyman jeweller, Aston-juxta-Birmingham. Pet. Sept. 27. Reg. & O. A. Guest. Sol. Parry, Birmingham. Sur. Oct. 23.

PEEL, MARK, beerhouse keeper, Leeds. Pet. Sept. 3. Reg. & O. A. Marshall. Sol. Messrs. Granger, Leeds. Sur. Oct. 15.

POOLE, JAMES, formerly victualler, Birmingham. Pet. Sept. 27. Reg. & O. A. Guest. Sol. Parry, Birmingham. Sur. Oct. 23.

RACE, JOHN, beerhouse keeper, Bishop Auckland. Pet. Sept. 27. Reg. & O. A. Trotter. Sol. Hutchinson, Bishop Auckland. Sur. Oct. 13.

ROBERTS, DAVID, joiner, Lancaster. Pet. Sept. 23. O. A. Turner. Sol. Bellinger, Liverpool. Sur. Oct. 12.

ROBERTS, HENRY, grocer, Liverpool. Pet. Sept. 18. Reg. & O. A. Hime. Sur. Oct. 11.

ROBERTSON, JOSEPH, grocer, South Shields. Pet. Sept. 29. Reg. Gibson. O. A. Laidman. Sol. Damsan, South Shields. Sur. Oct. 20.

RODGERS, THOMAS, victualler, Stockton. Pet. Sept. 23. Reg. & O. A. Crosby. Sol. Clemmett, jun. Sur. Oct. 13.

RYDILL, GEORGE, auctioneer, Dewsbury. Pet. Sept. 29. O. A. Young. Sol. Simpson, Leeds. Sur. Oct. 13.

SAUNDERS, ARTHUR ISAAC, butcher, Iddlesleigh. Pet. Sept. 27. Reg. & O. A. Burd. Sol. Fulford, Northampton and Okehampton. Sur. Oct. 23.

SCHOFIELD, WILLIAM, victualler, Gainsborough. Pet. Sept. 22. Reg. & O. A. Burton. Sol. Rex, Lincoln. Sur. Oct. 12.

SHEPPARD, THOMAS, grocer, Corsham. Pet. Sept. 24. Reg. & O. A. Phillips. Sol. Rawlings, Melksham. Sur. Oct. 11.

SIMPSON, JOHN THOMAS, plumber, Stamford. Pet. Sept. 25. Reg. & O. A. Shield and Hough. Sol. Law, Stamford. Sur. Oct. 18.

SMURTHWAITE, JOHN, formerly shipbuilder, Durham. Pet. Sept. 23. Reg. Gibson. O. A. Laidman. Sol. Steel, Sunderland. Sur. Oct. 20.

SPENCER, THOMAS, formerly plumber, Manchester. Pet. Sept. 29. Reg. & O. A. Burton. Sol. Livett, Manchester. Sur. Oct. 12.

TAYLOR, WILLIAM JOHN, tailor, Dugbridge, near Stroud. Pet. Sept. 27. Reg. & O. A. Anderson. Sol. Jackson, Stroud. Sur. Oct. 16.

UNDERWOOD, THOMAS, beerhouse keeper, Kidderminster. Pet. Sept. 23. Reg. & O. A. Talbot. Sol. Corbett, Kidderminster. Sur. Oct. 14.

WALSHAW, JOSEPH, late tobaccoist, Bradford. Pet. Sept. 23. Reg. & O. A. Robinson. Sol. Berry, Bradford. Sur. Oct. 15.

WARD, EDWARD, blacksmith, Wolsingham. Pet. Sept. 23. Reg. & O. A. Bates. Sol. Hutchinson, Bishop Auckland. Sur. Oct. 16.

WARD, HENRY JOEL HAYMAN, formerly farmer, Rockbeare. Pet. Sept. 23. Reg. & O. A. Daw. Sol. Fryer, Exeter. Sur. Oct. 12.

WEEKS, ROBERT, bootmaker, Ashburton. Pet. Sept. 23. Reg. & O. A. Pidsley. Sol. Flood, Exeter. Sur. Oct. 13.

WHEATLEY, HENRY, victualler, Swansea. Pet. Sept. 24. Reg. & O. A. Morris. Sol. Smith, Swansea. Sur. Oct. 11.

WILKINS, LOUISA, and HEDRALE, SAVILLE, ironfounders, Halifax. Pet. Sept. 23. O. A. Young. Sol. Norris and Foster, Halifax, and Bond and Barwick, Leeds. Sur. Oct. 11.

WHITE, GEORGE, butcher, Doncaster. Pet. Sept. 23. Reg. & O. A. Shirley. Sol. Jones, Doncaster. Sur. Oct. 11.

WHITELEY, CHARLES, beerhouse keeper, Halifax. Pet. Sept. 29. O. A. Young. Sol. J. and H. J. Franklin, Halifax, and Bond and Barwick, Leeds. Sur. Oct. 13.

WOOD, JOHN, jun., publisher, Drayton-in-Hales. Pet. Sept. 29. Reg. & O. A. Warren. Sol. Pearson, Market Drayton. Sur. Oct. 13.

WOOD, WILLIAM, tailor, Newcastle. Pet. Sept. 23. Reg. Gibson. O. A. Laidman. Sol. Joel, Newcastle. Sur. Oct. 13.

WRIGHT, JOSEPH, glove maker, Keyworth. Pet. Sept. 23. Reg. & O. A. Pidsley. Sol. Woodhead, Doncaster. Sur. Oct. 23.

YOUNG, SEPTIMUS, ship broker, North Shields. Pet. Sept. 29. Reg. Gibson. O. A. Laidman. Sol. Tinsley, Adamson, and Adamson, North Shields. Sur. Oct. 20.

Gazette, Oct. 5.

To surrender at the Bankrupts' Court, Basinghall-street.

BREBY, WILLIAM RICHARD, boot manufacturer, Lambeth-walk. Pet. Sept. 23. Reg. Pepps. O. A. Graham. Sol. Easton, Clifford's-inn. Sur. Oct. 15.

BISHOP, THOMAS, baker, Waverley-rd., Paddington. Pet. Sept. 30. Reg. Pepps. O. A. Graham. Sol. Clarke, St. Mary's-q, Paddington. Sur. Oct. 15.

CLARK, EDWARD, no occupation, High-st., Peckham. Pet. Oct. 1. Reg. Roche. O. A. Parkyns. Sol. Sherrard, Clifford's-inn, Fleet-st. Sur. Oct. 15.

COLLINS, WILLIAM FREDERICK, pickle manufacturer, High-st., Shadwell. Pet. Oct. 1. Reg. Roche. O. A. Parkyns. Sol. Bilton, Coleman-st. Sur. Oct. 19.

DAVEY, HENRY, out of business, Rochester-q, Camden-town. Pet. Oct. 1. Reg. Roche. O. A. Parkyns. Sol. Combe and Wainwright, Staple-inn, Holborn. Sur. Oct. 19.

DROVER, JOHN, lodging-house keeper, Upper Norwood. Pet. Sept. 29. Reg. Pepps. O. A. Graham. Sol. Marshall, Lincoln's-inn-fields. Sur. Oct. 15.

DUNCAN, GEORGE, provision dealer, Harpenden. Pet. Sept. 30. Reg. Pepps. O. A. Graham. Sol. Spillers, South-pl., Finsbury. Sur. Oct. 15.

FORDHAM, WILLIAM, market gardener, Horndon-on-the-Hill, near Stanford-le-Hope. Pet. Oct. 1. Reg. Roche. O. A. Parkyns. Sol. Pittman, Guildhall-chambers, Basinghall-st. Sur. Oct. 13.

GANNICLIEFF, ROBERT PINKHAM, custom house officer, Gardom-st., Stepney. Pet. Oct. 1. Reg. Roche. O. A. Parkyns. Sol. Watson, Basinghall-st. Sur. Oct. 19.

GRELLET, HENRY ROBERT, out of business, Southgate-rd. Pet. Oct. 1. Reg. Roche. O. A. Parkyns. Sol. Parker, Lee, and Haddock, St. Paul's Church-yard. Sur. Oct. 19.

HEDDERWICK, MATTHEW, china painter, Thornhill-bridge-pl., Caledonian-rd. Pet. Oct. 1. Reg. Roche. O. A. Parkyns. Sol. Cooke, Gresham-bldgs, Guildhall-chambers, Basinghall-st. Sur. Oct. 13.

HUTTON, RICHARD, straw hat manufacturer, Luton. Pet. Sept. 30. Reg. Pepps. O. A. Graham. Sol. Rigby, Gresham-st. Sur. Oct. 15.

JUDGE, JACOB, commission agent, Copley-st., Stepney. Pet. Sept. 23. Reg. Pepps. O. A. Graham. Sol. Hicks, Coleman-st. Sur. Oct. 16.

KENT, SAMUEL, luncheon bar proprietor, Victoria-pk-rd. Pet. Sept. 29. Reg. Pepps. O. A. Graham. Sol. Drake, Basinghall-st. Sur. Oct. 15.

KIRBY, WILLIAM, beerhouse keeper, Barnet-common. Pet. Sept. 29. Reg. Pepps. O. A. Graham. Sol. Evans, John-st., Bedford-row. Sur. Oct. 15.

LAIDET, PIERRE, watchmaker, Giltspur-st. Pet. Sept. 29. Reg. Pepps. O. A. Graham. Sol. Chidley, Giltspur-st. Sur. Oct. 15.

MALTON, HENRY, bootmaker, South Norwood. Pet. Oct. 1. Reg. Roche. O. A. Parkyns. Sol. Cooke Gresham-bldgs, Guildhall. Sur. Oct. 19.

MOULTON, JOHN, banker's clerk, Hackney-ter, South Hackney. Pet. Sept. 23. Reg. Pepps. O. A. Graham. Sol. Lewis and Co., Basinghall-st. Sur. Oct. 16.

NORMAN, FREDERICK, out of business, Harrison-st., Gray's-inn-rd. Pet. Sept. 23. Reg. Pepps. O. A. Graham. Sol. Hicks, Coleman-st. Sur. Oct. 15.

PAINE, JOHN HENRY, out of business, Holly-st., Dalston. Pet. Sept. 23. Reg. Pepps. O. A. Graham. Sol. Lewis and Lewis, Ely-pl., Holborn. Sur. Oct. 15.

ROBERTS, CHARLES, plumber, Chester-st., Kennington-rd. Pet. Sept. 23. Reg. Pepps. O. A. Graham. Sol. Ody, Trinity-st., Southwark. Sur. Oct. 15.

SIMPSON, JOHN, out of business, Landseer-rd., Holloway. Pet. Sept. 23. Reg. Pepps. O. A. Graham. Sol. Carter and Co., Leadenhall-st. Sur. Oct. 15.

SIMPSON, THOMAS, bootmaker, High-st., Stratford. Pet. Oct. 1. Reg. Roche. O. A. Parkyns. Sol. Harrison, Basinghall-st. Sur. Oct. 19.

SMITH, JAMES, portmanteau manufacturer, Cloth-fair, West Smithfield, and Old-st., St. Luke's. Pet. Oct. 2. Reg. Roche. O. A. Parkyns. Sol. Hicks, Coleman-st. Sur. Oct. 19.

TAHRAN, HORATIO, china dealer, Clayton-rd., Peckham; and Brownlow, Holborn. Pet. Sept. 23. Reg. Pepps. O. A. Graham. Sol. Rigby, Gresham-st. Sur. Oct. 15.

WALSH, JOSEPH PATRICK, confectioner, Crawford-st. Pet. Sept. 30. Reg. Pepps. O. A. Graham. Sol. Pain, Marylebone-rd. Sur. Oct. 15.

WARD, SAMUEL, grocer's assistant, Barnet-st., Hackney-rd. Pet. Sept. 23. Reg. Pepps. O. A. Graham. Sol. Noton, Great Swan-alley, Moorgate-st. Sur. Oct. 15.

WILKINSON, JAMES FREELING, bill broker, Clement's-la. Pet. Sept. 30. Reg. Pepps. O. A. Graham. Sol. Elmelle and Co., Leadenhall-st. Sur. Oct. 15.

WRIGHT, JOHN CHARLES, greengrocer, Edwin-ter, Mile End-rd. Pet. Sept. 30. Reg. Pepps. O. A. Graham. Sol. Gostley, Row-st., Covent-gdn. Sur. Oct. 15.

ABRAHAM, BARNETT, out of business, Nottingham. Pet. Sept. 30. Reg. Tudor. O. A. Harris. Sol. Belk, Nottingham. Sur. Oct. 19.

ACOCKS, CHARLES MARTIN, boot dealer, Liverpool. Pet. Oct. 2. Reg. & O. A. Pidsley. Sol. Ryly, Liverpool. Sur. Oct. 15.

BLACKBURN, BENJAMIN, ironmaster, Tipton. Pet. Sept. 30. Reg. Tudor. O. A. Kinnear. Sol. Rowlands, Birmingham. Sur. Oct. 13.

BREAVLEY, THOMAS, yeoman, High Beckington. Pet. Sept. 23. Reg. & O. A. Pidsley. Sur. Oct. 19.

BRENNES, JAMES, plumber, Witham. Pet. Sept. 23. Reg. & O. A. Cunningham. Sol. Jones, Chelmsford. Sur. Oct. 18.

CARRUTHERS, RICHARD, innkeeper, Carlisle. Pet. Oct. 1. Reg. & O. A. Hime. Sol. Donald, Carlisle. Sur. Oct. 18.

CHIL, ROBERT, jeweller, Handsworth. Pet. Oct. 2. Reg. & O. A. Guest. Sol. Rowlands, Birmingham. Sur. Oct. 29.

COLE, SARAH, out of business, Liverpool. Pet. Sept. 20. Reg. & O. A. Hime. Sol. Goodere, Liverpool. Sur. Oct. 18.

COMBER, CHARLES, out of business, Maldstone. Pet. Sept. 29. Reg. & O. A. Turner. Sol. Nordon, Liverpool. Sur. Oct. 16.

DACRE, HENRY, upholsterer, Winchester. Pet. Sept. 29. Reg. & O. A. Godwin. Sol. Hollis, Winchester. Sur. Nov. 2.

DALTON, JOHN WESTON, stone mason, Gatshead. Pet. Sept. 23. Reg. Gibson. O. A. Laidman. Sol. Johnston, Newcastle-upon-Tyne. Sur. Oct. 18.

DENDY, SIDNEY, upholsterer, Brighton. Pet. Sept. 30. Reg. & O. A. Evershed. Sol. Runcaldes, Brighton. Sur. Oct. 20.

EVANS, ROBERT, out of business, Birkenhead. Pet. Sept. 30. O. A. Turner. Sol. Nordon, Liverpool. Sur. Oct. 16.

FOSTER, AMOS, bootmaker, Chadderton. Pet. Oct. 1. Reg. & O. A. Tweedale. Sol. Blackburne, Oldham. Sur. Oct. 19.

FREEMAN, THOMAS, grocer, Liverpool. Pet. Oct. 2. O. A. Turner. Sol. Thorneley, Liverpool. Sur. Oct. 19.

GIBBS, BENJAMIN, out of business, Sparkbrook. Pet. Oct. 2. Reg. & O. A. Guest. Sol. Sargent, Birmingham. Sur. Oct. 20.

GLOVER, GEORGE, plumber, Redditch. Pet. Sept. 13. Reg. & O. A. Browning. Sol. Simmons. Sur. Oct. 21.

GOODWIN, JAMES, journeyman baker, Hulme. Pet. Oct. 1. Reg. & O. A. Stricker, Manchester. Sur. Oct. 16.

GREENING, JOHN THOMAS, tailor, Birmingham. Pet. Sept. 20. Reg. Tudor. O. A. Kinnear. Sol. Rowlands, Birmingham. Sur. Oct. 15.

GRIFFITHS, JOHN, publisher, Cheltenham. Pet. Sept. 30. Reg. & O. A. Gals. Sol. Chesbury, Cheltenham. Sur. Oct. 13.

HARROP, HERBERT, upholsterer, Great Malvern. Pet. Oct. 1. Reg. & O. A. Beale. Sol. Wilson, Worcester. Sur. Oct. 13.

HARTLEY, GEORGE, joiner, Colne. Pet. Sept. 30. Reg. & O. A. Barr. Sol. Hartley, Burnley. Sur. Oct. 19.

HICKMATT, WALTER, general dealer, Maldstone. Pet. Sept. 20. Reg. & O. A. Scudamore. Sur. Oct. 18.

JOHNSON, HENRY, out of business, Edgbaston. Pet. Oct. 1. Reg. & O. A. Guest. Sol. East, Birmingham. Sur. Oct. 29.

JOHNSON, WILLIAM HENRY, apothecary, St. Peter's. Pet. Sept. 24. Reg. & O. A. Norris and Foster, Halifax, and Bond and Barwick, Leeds. Sur. Oct. 18.

JONES, GEORGE, commission agent, Leominster. Pet. Sept. 30. Reg. Tudor. O. A. Kinnear. Sol. Rowlands, Birmingham. Sur. Oct. 15.

JONES, THOMAS, coal merchant, Qualiton, near Aylesbury. Pet. Sept. 23. Reg. & O. A. Watson. Sol. Clarke, Aylesbury. Sur. Oct. 16.

KIMBERLEY, THOMAS, collier, Oldbury. Pet. Sept. 23. Reg. & O. A. Watson. Sol. Prescott, Southwark. Sur. Oct. 13.

LAWTON, JOEL, miler, Wolstanton. Pet. Oct. 2. Reg. & O. A. Challinor. Sol. Tomkinson, Burnley. Sur. Oct. 16.

MASON, JOHN BURLEY, ironfounder, Leicester. Pet. Oct. 2. Reg. & O. A. Ingram. Sol. Oswaton, Leicester. Sur. Oct. 23.

MENHAM, JAMES, baker, Chichester. Pet. Sept. 23. Reg. & O. A. Hollet. Sol. Eve, Aldershot. Sur. Oct. 12.

MURPHY, JOHN, accountant, Manchester. Pet. Sept. 30. Reg. & O. A. Hulton. Sol. Hodgson, Manchester. Sur. Oct. 19.

PICKFORD, THOMAS, farm labourer, Audenshaw. Sur. Oct. 19. Reg. & O. A. Walsley, Manchester. Sur. Oct. 19.

RHODES, THOMAS, and GOOD, JOSEPH DOBSON, woollen cloth merchants, Leeds. Pet. Oct. 4. O. A. Young. Sol. Carr, and Messrs. North, Leeds. Sur. Oct. 18.

ROBERTS, JOSEPH, blacksmith, Darley. Pet. Sept. 23. Reg. & O. A. Hulton. Sol. Neale, Market. Sur. Oct. 15.

ROBOTHOM, JOHN, out of business, Bradford. Pet. Sept. 30. Reg. & O. A. Robinson. Sol. Hutchinson, Bradford. Sur. Oct. 19.

ROGERS, JOHN WALTERS, fish salesman, Southampton. Pet. Oct. 1. Reg. & O. A. Thorndike. Sol. Guy, Southampton. Sur. Oct. 15.

SHIELDS, GEORGE, miler, Derby. Pet. Sept. 21. Reg. & O. A. Wake and Waller. Sol. Messrs. Binney, Sheffield. Sur. Oct. 12.

SHORE, JACOB, publisher, Rochdale. Pet. Sept. 14. Reg. Fardell. O. A. McNeill. Sur. Oct. 19.

SPENCER, RICHARD, painter, Leeds. Pet. Sept. 30. Reg. & O. A. Marshall. Sol. Messrs. Granger, Leeds. Sur. Oct. 21.

STANFORTH, LUKE, butcher, Ekeington. Pet. Oct. 1. Reg. & O. A. Wake and Waller. Sol. Wightman, Sheffield. Sur. Oct. 14.

STOTT, STEPHEN, beerhouse keeper, Bury. Pet. Sept. 23. Reg. & O. A. Grund. Sol. Anderson, Bury. Sur. Oct. 19.

TAYLOR, JAMES CROWTHER, general commission agent, Manchester. Pet. Oct. 1. Reg. & O. A. Kay. Sol. Lomas, Manchester. Sur. Nov. 10.

TERRITT, THOMAS, shoemaker, Macclesfield. Pet. Sept. 23. Reg. & O. A. Brockhurst. Sol. Higginbottom and Barclay, Macclesfield. Sur. Oct. 18.

TERRY, JAMES, butcher, Newport. Pet. Oct. 1. Reg. Wilde. O. A. Acraman. Sol. Beckingham, Bristol. Sur. Oct. 18.

WEBB, JAMES, baker, Kingston. Pet. Sept. 21. Reg. Tudor. O. A. Kinnear. Sol. Corbett, Worcester, and James and Griffin, Birmingham. Sur. Oct. 15.

WHITAKER, CATHERINE, draper, Manchester. Pet. July 9. Reg. Fardell. O. A. McNeill. Sur. Oct. 19.

WILKINSON, HENRY, draper, Manchester. Pet. Sept. 23. Reg. Fardell. O. A. McNeill. Sur. Oct. 19.

WOOD, WILLIAM, joiner, Kidsgrove. Pet. Oct. 2. Reg. & O. A. Challinor. Sol. Sherratt, Talk-on-the-Hill. Sur. Oct. 16.

WORTHINGTON, RICHARD, tiler, Cheltenham. Pet. Oct. 1. Reg. & O. A. Gals. Sol. Skipper, Cheltenham. Sur. Oct. 13.

BANKRUPTCIES ANNULLED.

Gazette, Sept. 28.

BERRY, JOHN, common brewer, Hadderfield. July 9, 1869.

DOVE, WILLIAM WARREN, wine merchant, Thames Ditton. Feb. 16, 1869.

BEAZLEY, JOHN, holloway-ter, Upper Holloway. May 31, 1869.

WATLING, HENRY WILLIAM, florist's foreman, Freemantle. Sept. 24, 1869.

Dividends.

The Official Assignees are given to whom apply for the Dividends.

Moore, G. grocer, &c., first, 14, Kinnear, Birmingham—Bower, J. H. baker, &c., first, 14, Kinnear, Birmingham—Bower, W. builder and joiner, first, 10, 14, Kinnear, Birmingham—Crocker, J. B. butcher, first, 1, 4, 2d. Carrick, Exeter—Furse, W. I. draper, grocer, &c., first, 10, Carrick, Exeter—James, E.

File of *London Gazette* kept.

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To Readers and Correspondents.

INQUIRE.—The cases mentioned decide that when a person sued in a court of law for an alleged violation of private right, pleads that the act was done under the authority of an order of the House of Commons, the court is not precluded, on the ground of Parliamentary privilege, from considering whether the authority of the House constitutes in point of law a sufficient justification of the act, nor from giving judgment in favour of the plaintiff if it deems the justification insufficient.

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HORACE COX, 10, Wellington-street, Strand, W.C.

THE Law and the Lawyers.

Mr. ANDREW RUTHERFORD CLARK, advocate, has been appointed Solicitor-General for Scotland, in the room of Mr. YOUNG, who has succeeded Mr. MONCREIFF as Lord-Advocate.

DURING the past legal year there has been considerable depression in legal business owing partly to the operation of recent legislation and partly to the commercial ruin which generally prevailed. We understand that matters are now looking up, and that an improvement may be looked for in the ensuing term.

A CORRESPONDENT has called our attention to a matter connected with solicitors' offices, which we think deserves attention. He writes: "I have for some time past been desirous of drawing your attention to the practice which very commonly exists of solicitors paying their managing clerks a commission or per centage upon all business conducted by them, the result of which is, that it tends to promote and increase litigation to an extent which is most injurious to the client, and detrimental to the solicitor's reputation. The fact has for years past been known to me, but very recently it has come under my notice, when I was seeking for a managing clerk. Almost every one I have seen has stipulated, in addition to a salary, that he should receive a per centage upon all business passing through his hands. Upon my objecting to this principle of remuneration, they have declined further negotiation, stating that it has now become almost universally the practice, adding at the same time that I would find that this mode of remuneration was both profitable and advantageous to both parties. I am perfectly satisfied that it is, but at the same time highly objectionable to the client, and most unprofessional as well as illegal." We can thoroughly well understand the evils which must result from this practice. All that we can do is to ventilate the matter in this form, for it is so clearly within the control of the Profession, and all its features are so well known, that unless solicitors themselves are disposed to do away with it for the benefit of their clients, nothing that could be advanced in argument would have any effect.

THE colonial press is discussing the possible introduction of the English practice of restraining the comments of the press during the progress of a suit. The *Toronto Evening Globe* remarks that "no attempt to put this obnoxious principle in force has been made in Canada, but a contemporary law journal threatens that the court here will be shortly called upon to exercise it. An attempt to introduce this procedure into Ontario would be most ill-advised, and we trust that our Judges are far too enlightened to think of it. It would most assuredly call forth the condemnation of the country, and legislation which would curb the judicial powers. Every interest of justice is sufficiently protected in general by the character of the bench and press, and if anything further is wanted a trial by jury should suffice." It is somewhat remarkable that the courts of the Vice-Chancellors have been to the largest extent the scenes of applications to

commit newspapers for contempt. Nothing could be more absurd than to suppose that a Vice-Chancellor would be influenced by newspaper criticism. Of course it is the principle which is cherished, and the question is whether it should be maintained, and, if so, to what extent it should be carried.

DOUBLE FUNCTIONS OF SOLICITORS.

SOLICITORS are as frequently, by necessity as by interest, called upon to discharge what we have called double functions. They may be required to act as agents for a proprietor amongst whose creditors or tenants are some of their own clients; and upon such occasions it would appear to be highly necessary that the discharge of the several functions should be kept as far as possible distinct.

The case of *Bridges v. Garrett*, 21 L. T. Rep. N. S. 143, is the one which we have in view as illustrating this subject. It was a case in which Mr. Justice Byles differed from the rest of the court on the point whether a cheque given by a surrenderee to a deputy steward of a manor for fees payable on admittance and the charges of the deputy steward, who was the surrenderee's own solicitor, was a good payment to the lord. The question arose because the cheque was crossed with the names of the deputy steward's bankers, and the deputy steward having overdrawn his account, they refused to pay him the amount of the cheque. A Mr. Mills was the steward of a certain lord of the manor. Garrett, the defendant, desired to be admitted to a copyhold. Mr. Mills authorised Mr. Craig, who was Garrett's solicitor, to take the admittance in these terms: "I beg to acknowledge receipt of this surrender and draft admittance approved by you, and return your copy surrender. You can take the admission as deputy steward at once, if you please." This was done, and Craig received a cheque for 87l. 10s. 8d.; the fine being 78l. 15s., steward's fees 4l. 11s. 8d., and Craig's costs 4l. 4s. Craig, being in difficulties, applied to Mills for time to pay over the amount of the fine and steward's fees, but Mills wrote, "I cannot recognise his subsequent payment to you at all, or acquiesce in any delay. Mr. Garrett must pay his fine and fees to me, and must recover from you the money he appears to have paid to you for the purpose."

The question whether the steward of a manor has power to appoint a deputy to take a fine was argued but not decided. The court, however, agreed that Craig had authority to take the admittance. But our principal object now is to see how the double functions of the deputy steward interfered with his proper discharge of either, and in this respect we find the majority of the court held that if Craig had authority to take the fine, he was bound to take it in cash, and therefore by taking a cheque, which included his own charges, he defeated the payment by his client. "The proper conclusion to be drawn from all the facts," said Chief Justice Bovill, agreeing with Mr. Justice M. Smith, "we think, is that Craig received the cheque as Garrett's solicitor, and not as agent for Mills or the lord, and that he was the agent of Garrett to hand over a portion of the amount when received, to Mills, and until the cheque was paid, or indeed at any time whilst the money remained in the hands of Craig, we think it would have been competent for Garrett to have countermanded the authority to hand over the amount to Mills."

Now, Mr. Justice Byles differed, as we have stated, from the rest of the court, notwithstanding it was he who said, in *Sweeting v. Pearce*, 7 C. B., N. S., 485, that the general rule of law is, that an authority to an agent to receive money implies that he is to receive it in cash. "If," he said, giving the reason of the rule, "the agent receives the money in cash, the probability is that he will hand it over to the principal. But if he is allowed to receive it by a settlement of accounts between himself and the debtor, he might not be able to pay it over. At all events it would very much diminish the chance of the principal ever receiving it; and upon that principle it has been held that the agent, as a general rule, cannot receive payment in anything else but cash. Unless, therefore, there is some usage to control it, payment to the agent must be made in money." But his ground for deciding in favour of the validity of the payment as between the surrenderee and the lord was, that the receipt of the money by the deputy steward was a receipt by the steward

and that such made by a receipt, although cheque including other items, created a debt as between the lord and the steward. And the learned Judge put the case that the steward himself had taken the admittance and received the fines, he himself acting as the surrenderee's attorney. "And suppose," he adds, "the money stopped in the hands of the steward's bankers, or the steward was otherwise unable to pay the lord, would not that have been a good payment as between the lord and the surrenderee, although the steward sustained the double character of surrenderee's attorney and of steward when he received the money? I think it would have been a good payment; but it would of course have been no payment as between the lord and the steward. The lord would have had his remedy against the steward as in the case now before us he has his remedy both against the steward and the deputy steward."

One word explains the apparent conflict in the different judgments of Mr. Justice Byles on the question of the mode of payment. The cheque in the present case, he observed, was a good cheque, duly paid on presentment, and it was, he said, as if the deputy steward, after receiving the cheque, had sent it to be cashed by a clerk or servant of his own, who received the money and appropriated the payment to a debt of his own due to him from his master. The crossing of the cheque, which made it payable through Craig's bankers, was done at Craig's request, and he held that not to alter the effect of the payment by Garrett. The money actually came to the hands of Craig's bankers, who were his agents for the purpose of receiving it. Craig was not bound to send the identical cheque which he received on to the steward, and a division of the gross amount received would in any event have been necessary. Accordingly the learned Judge held that the payment was good as between the surrenderee and the lord.

The question of payment by cheque to a person who is agent of both parties is a very important one, and particularly so in the case of solicitors who would generally include their own charges in the amount to be paid. A case somewhat in point is that of *Williams and others v. Evans*, 35 L. J. 111, Q. B., in which an auctioneer bound by the conditions to receive payment only in cash took a bill for part of a purchase, but before it came to maturity the vendor gave the purchaser notice not to pay any more money to the auctioneer. The bill, however, was paid at maturity, the auctioneer failed to pay over the proceeds to the vendor, who sued the purchaser, and he was held entitled to recover. But Mr. Justice Blackburn remarked "That if the bill had matured before the authority to the auctioneer to receive payment had been revoked, I think then the payment by the bill would have been equivalent to money handed to the auctioneer." And he took occasion to say of the rule as to payment in cash, "We are not now concerned as to whether this is a good rule, but there is authority for it, and that is sufficient for this case." Mr. Justice Mellor indeed would seem to qualify the effect of the rule by the mode in which he states it, for he says, "The general rule is that an agent to receive payment must not receive it so as to tie up the right of his principal to immediate payment." Story, in his work on Agency, sect. 181, says that circumstances may vary the rule, and he puts the case of an agent being the creditor of the principal, and being authorised to deduct the sum due to himself; "it will be sufficient," he says, "for the agent to receive the balance in cash which will remain due to the principal after deducting the sum due to himself." And, *pari ratione*, it would seem that if a debt due from the debtor to the agent be included in a gross amount which covers the sum due to the principal the payment of the gross sum to the agent in a manner to enable him to separate the debts, and hand the balance in cash over to the principal ought to be good.

The abrogation of the rule would be of use, though of no very great use, to solicitors, who, we are glad to say, are ordinarily very careful to transfer payments made to them to the right pocket. It would be of use in giving confidence to clients in that convenient mode of payment, payment by cheque.

LAND LAW REFORM.

MR. BRIGHT'S scheme for Land Law Reform in Ireland has been much canvassed, very much misrepresented and assailed with more real or

assumed indignation than many of its successors. Carefully read, no reason will be found for the wrath that it evoked. It may be an impracticable plan; there may be grounds of state policy for objecting to it; but it is a thoroughly honest scheme. There is no trace in it of that spirit which may be termed "felonious;" that cool repudiation of the rights of property, and that desire for wholesale confiscation, which underlies the demands of the agitators of the time. But Mr. BRIGHT shall speak for himself, and his proposal was fully described in a speech delivered at Dublin in Nov. 1866, from which we extract the following passage:

I propose to introduce a system which would gradually, no doubt rapidly and easily, without injuring anybody, make many thousands who are now tenant farmers, without lease and security, the owners of their farms in this island. This is my plan, and I want to restate it with a little further explanation, in order that these gentlemen to whom I have referred may not repeat the very untrue, and I may say dishonourable, comments which they have made upon me. There are many large estates in Ireland which belong to rich families in England—families not only of the highest rank, but of the highest character—because I will venture to say there are not to be found amongst the English nobility families of more perfect honourableness and worth than some of those to whom my plan would be offered; and, therefore, I am not speaking against the aristocracy, against those families, or against property, or against anybody, or against anything that is good. I say, that if Parliament were to appoint a commission, and give it, say, at first, up to the amount of five millions sterling, the power to negotiate or treat with those great families in England who have great estates in Ireland, it is probable that some of those great estates might be bought at a not very unreasonable price. I am of opinion that it would be the cheapest money that the Imperial Parliament ever expended, even though it became possessed of those estates at a price considerably above the market price. But I propose it should be worked in this way. I will take a case, I will assume that this commission has got a considerable estate into its possession, bought from some present owner of it. I will take one farm, which I will assume to be worth 1000*l.*, for which the present tenant is paying a rent of 50*l.* a year. He has no lease. He has no security. He makes almost no permanent improvement of any kind; and he is not quite sure whether, when he has saved a little more money, he will not take his family off to the United States. Now we will assume ourselves, if you like, to be that commission, and that we have before us the farmer who is the tenant on that particular farm, for which he pays 50*l.* a year, without lease or security, and which I assume to be worth 1000*l.* The Government, I believe, lends money to Irish landowners for drainage purposes at about $\frac{3}{4}$ per cent. *per annum*. Suppose the Government were to go to this farmer and say, "You would not have any objection to become possessed of this farm?" "No, not the slightest," he might say, "But how is that to be done?" In this way; tell the farmer—you may pay 50*l.* a year, that is, 5 per cent. on 1000*l.*; the Government can afford to do these transactions for $\frac{3}{4}$ per cent.; if you will pay 60*l.* a year for a given number of years, which any of the actuaries of the insurance offices, or any good arithmetician may soon calculate—if you will pay 60*l.* for your rent instead of 50*l.*, it may be fifteen or twenty years, or more—at the end of that time the farm will be yours without any further payment. I want you to understand how this is. If the farmer paid 10*l.* a year more towards buying his farm, the fact is, that the 1000*l.* the Government would pay for the farm would not cost the Government more than 35*l.*, and therefore the difference between 35*l.* and 60*l.* being 25*l.* would be the sum which that farmer in his rent would be paying to the commission, that is the Government, for the redemption of his farm. Thus, at the end of a very few years the farmer would possess his own farm, having a perfect security. All the time nobody could turn him out if he paid his rent, and nobody could touch him for any improvement he made on his land. The next morning after he made that agreement, he would speak to his wife and to his big boy, who had perhaps been idling about for a long time, and there would not be a stone on the land that would not be removed, not a weed that he would not pull up, not a particle of manure that he would not save; there would not be anything that he would not do with a zeal and an enthusiasm which he had never known before to cultivate that farm; and by the time the few years had run on when the farm should become his without any further purchase, he would have turned a dilapidated, miserable little farm into a garden for himself and family. Now, this statement may be commented

on by some of the newspapers. You will understand that I do not propose a forced purchase, or confiscation. I would undertake even to give—if I were the Government—to everyone of those landlords 20 per cent. more for his estate than it will fetch in any market in London or in Dublin, and I say that to do this would produce a marvellous change in the sentiments of the people and in the condition of agriculture in Ireland.

Certainly it seems to us that nothing can be more just, temperate, and unobjectionable than the propositions here set forth. A voluntary sale by landowners, a voluntary purchase by tenants:—What is there in this that even savours of wrong to any person of any class? It is nothing more than the application on a large scale of the principle of the benefit building societies—that is to say, a payment of the purchase-money by instalments so small as to be an almost imperceptible addition to what would otherwise be paid as rent.

The real objection to Mr. BRIGHT'S land scheme is economical. The State would pay more and receive less than a private speculator, and would be certain to make a bad bargain. As soon as it was determined that the Government should go into the land market, the price of land would assuredly rise, and all kinds of tricks would be devised to give a temporary artificial value to the estates the public were expected to buy. When bought, the State must hold them as landlord, until the tenants agree to purchase, and, dealing with public property, they, in their turn, would expect to make a better bargain than with private dealers, and would stand out for low prices. In the mean while, the State must play the part of landlord, and experience has proved that of all landlords the State is the worst. But the greatest danger is the last. The tenants who buy would not continue to pay their monthly contributions. Having obtained by agitation the transfer of the land to themselves, they would never be content to pay rent and purchase-money for thirty years. They would agitate to rid themselves of that burden more actively than they agitated for the possession, and the certain end would be that, in the strife of political parties for power, to win the Irish vote some faction would consent to sacrifice the residue, and all the taxpayers of the United Kingdom would be robbed for the sole benefit of the Irish. These are substantial objections to Mr. BRIGHT'S scheme, which must have presented themselves to his own sagacious mind, and to which we have looked anxiously for his answer. He is now the most influential man in the Cabinet pledged to a measure for the settlement of the land law question in Ireland, and it will be interesting to see if he still persists in the plan upon which he had evidently bestowed much thought, and which he did not produce without careful consideration. Should it form a part of the Government Bill, as we anticipate, we trust he will be prepared to answer the grave objections stated above.

Very different from Mr. BRIGHT'S honest scheme is one put forth by a very much smaller man, to wit, Professor ROGERS, of University College. This is done in the form of a letter to Sir JOHN GRAY, and as it affects to be practical, and a solution of the problem that is perplexing the brain of every British statesman at this moment, it is entitled to notice, if only to clear the ground for future discussion.

Mr. ROGERS proposes the "turning of the non-occupying landlord into the recipient of a fixed rentcharge, payable in money, but calculated to save changes in the value of money, in produce." This he would do without making compensation. There is no mistake about it—it is a scheme of gigantic robbery. It is taking from one man to give to another man. He contends that it would not be unjust, because the landowner does nothing for the land, and, therefore, having placed himself in the position of a mere recipient of rent, he cannot fairly complain if his rent be given to him and nothing more. But Mr. ROGERS forgets that the owner does, in fact, possess an interest having a money value beyond the rent received by him for the time being, and that it would be an act of spoliation to take from him this property—at least without full compensation. True that the advocates of this new phase of plunder point to the Irish Church Act as a precedent, and say that, if the Legislature could justly confiscate the property of the Church for the public good, it might, with equal justice, confiscate the property of the landowners. But the example does not illustrate the argument; for the property of the Church

was confiscated because it was held to be public property, and, moreover, even in that measure of confiscation private rights were studiously respected. "I cannot see," says the Professor, "that the prospective rights of landowners are more sacred than the prospective rights of lay impropiators." He goes further. The owner is to have no control over his own land even when unoccupied. "Occupation and ownership," he says, "must go together." "Unless the landowner occupies the land himself, he must be bound to re-let at the old valuation."

And it having been objected to this scheme for robbing the landowners that it would drive them from Ireland, he proposes to mulct them further by imposing on absentee proprietors of rentcharges a treble income-tax!

These are the deliberate propositions of a Professor of some repute, who boasts himself a lover of liberty, and a political economist!

Such a scheme does not need formal refutation; it answers itself. But it is noteworthy as indicating the ultimate aims of the school of "advanced Liberals" to which Mr. ROGERS belongs. He speaks the opinions, not of himself alone, but of the Land Tenure League, of which he is one of the most energetic and able members. What he demands for Ireland, they demand for England. The Property Protection League will not come into existence an hour too soon, if it is to build up a barrier against the revolution that has been thus inaugurated.

RESULTS OF THE REFORM ACT.

During the controversy that preceded the passing of Mr. DISRAELI'S Reform Act, we published an elaborate table, showing what would be the probable operation of household suffrage in the extension of the constituencies. From this it appeared that they would be doubled in number. The actual result has confirmed those anticipations. A Parliamentary paper has just issued, giving a comparative statement of the number of electors in each county and borough before and since the Reform Act. For the following totals we are indebted to Mr. DUDLEY BAXTER. In the boroughs, the electors before the Reform Act were 514,026; now they are 1,220,715, being an increase of 706,639. Remembering that these numbers include lodgers, the new boroughs and the extended boundaries of the old boroughs, the estimate was singularly correct.

In the counties, the constituencies have increased from 542,633 to 791,916, being about 43 per cent.

There has been an addition of 137 per cent. to the borough constituencies.

Together the increase has been from about one million to two millions; strictly 90½ per cent.

BRIBERY AND CORRUPTION.

THE revelations of the Election Commissions produce a periodical display of upturned whites of the eyes and hypocritical exclamations of "Who would have thought it?" mingled with cries of "Shame!" Bridgewater is just now the "horrible example" exhibited by the sleek political Pharisee, who tries to prove his own purity by denouncing the venality that has been unluckily traced to his neighbour.

Bridgewater is very bad, but it is not worse than many other boroughs. It was always corrupt, but its corruption differs only in degree from that of other constituencies. It is not the price asked or paid for a vote, but the fact of the bargain and sale of a vote that constitutes the offence, legally and morally. To buy or sell a vote for a shilling is in every respect as bad as if 20*l.* were given and taken. The degree of corruption in any constituency is to be measured by the number who sell, or are willing to sell, their votes for something given or expected as the price, and not by the magnitude of the sum demanded or paid. Indeed, the small bribe is worse than the great one, inasmuch as the barter of a public duty for a trifling temptation proves the entire disregard of a virtue that could be so cheaply parted with.

Much moralising has been indulged in by newspaper critics upon the range of corruption in Bridgewater—the class of men who took bribes including even a dissenting minister—and the generally lax tone of the community in relation to bribery, nobody being thought the worse of by his townsmen for either accepting or giving a bribe. But are not these critics aware that in all circles of society everywhere political corruption is looked upon as a very pardonable sin. It is frowned at and denounced in public.

Every man pretends to hold it in the utmost abhorrence, and *does* greatly abhor it—when practised by the opposing party against his own party. But he is silent, if not assenting and applauding, when it is used to promote the success of his own party. In his secret mind, the wrong is not in the thing itself, but accordingly as it is employed for or against him. Are there ten men in any borough in the United Kingdom who would prefer that their party should be beaten rather than that a bribe should be given? Is there one man who would put his veto upon the ground of morality, against buying half-a-dozen votes at 10*l.* a-piece, if that purchase would save the election? The plain truth is, that in spite of all that is spoken and written about it, all the affectations of horror at the crime, and all the hypocritical pretences of purity, there is not one who really feels that buying the vote of a man, who does not care how he gives it, and who therefore is not induced thereby to vote against his conscience, is a crime, like murder or robbery. Bribes are given and taken without the same sense of having committed a moral offence that attends the robbery of a till or the cutting of a throat. If bribery were not prohibited by law, would any person really feel his conscience grievously pained by the act of buying the vote of a man who cares not how he gives it? Or would that man be naturally ashamed to sell his vote to A., the choice being between A. and B., whom he equally regards, and between whom there is, in truth, but small preference for *him*? If, then, but for the legal prohibition, there would be little or no moral reprobation attending the process, it follows that bribery is a law-made crime, and not a crime in itself, or at least that society has not learned to look upon it as a crime. Now it is a characteristic of all law-made offences that, instead of siding with the law and helping to enforce it, everybody tries to defeat it, and so that he does not bring himself within the letter of the law, a man does not feel at all conscience stricken for having evaded such a law. As a matter of fact, does any human being feel in his own mind that he has done a very wicked thing when he has bought a venal vote? He has done wrong in breaking a law of the land—he must admit so much—but is he conscious that he has sinned morally in the act of giving a poor man a sovereign for a vote which that man, having no political leanings of his own, and being quite careless how he disposes of it, would as readily give to one candidate as to another?

If bribery were really felt to be a crime, would it not have been suppressed long ago by the voluntary action of the community? There is an easy method of stopping it. Let all the honest men in the borough, without distinction of party, agree together not to vote for any candidate by whom, or on whose behalf, bribery is practised. Let them exact a distinct and unequivocal pledge to this effect. Let the honest men of each party destroy the market of the venal by making a serious contest impossible. Let the Conservatives vote for the Liberal as well as for their own man, and let the Liberals do the like, and they will return their men against any opposition that could be brought into the field by those who trade in electioneering. This method of extirpating bribery would be certainly successful. But it is not adopted, as it would be if bribery were really looked upon as a crime. Even they who talk loudest about purity of election will not sacrifice to it a particle of their partisanship, by dividing the representation. They prefer a party triumph to the suppression of what they pretend to hold to be a great crime!

And wherefore is it that we witness everywhere this opposition of practice to profession? Why do not men in their hearts (as shown by their conduct) believe that it is a great sin to give a piece of gold to a poor man for a vote to which he attaches no political value, because he knows little and cares less about politics? The reason is plain. Everybody is conscious that bribery is *not* limited to gold, and that the poor are not the only persons bribed and bribable. Bribery is not the giving of cash or beer only; it is the obtaining of a vote by any other than conscientious preference of the candidate voted for. As a matter of fact, does not bribery in some form prevail in every class? Do not ministers buy votes by giving places? Do not lawyers attach themselves to this or that party with an eye to the good things to be got

from it? Are not nobles bought by titles and blue ribands? Do not the middle classes count upon "berths" for their children? Are not the electioneering services of a great landowner, or large employer, or of a big man in a borough, bought by baronetries and knighthoods? Notwithstanding the affected horror with which journalists, themselves looking out for something good, write of the venality of the poor man who sells his vote for half a sovereign, is he, in very truth, in the slightest degree worse than his betters whose price is higher, and who expect, not money, but money's worth? Is it seriously imagined that the labourer to whom a sovereign is food for hungry bellies and clothes for naked backs, when he permits it to turn the scale of his choice between SMITH and JONES (for each of whom he has an equal respect, and the preference of either of whom is wholly immaterial to him), does not reconcile to his own mind the substantial benefit he has received by thinking how Mr. BROWN the grocer, got his son into a good place by voting Blue, how Sir JOHN JAMES was made a baronet because he carried the election for the Buffs, and how still greater men have changed their principles for the sake of place and power?

THE LIMITS OF LIBEL.

FOR some reason or other we are daily becoming more tender of our reputations and more anxious to avenge by proceedings at law any attack upon them. And we confess we watch with some interest actions of this nature in order to see to what limit the Judges will follow a suitor in his efforts to obtain redress. The question of libel or no libel is one of very great importance. It is now left to the jury, except in cases which are so obviously for the Judge that he can stop the case.

First, then, we have to look to the point where a Judge's functions end, and those of the jury begin. Chief Baron Kelly said in a case which we reported last week (*Cox v. Lee*, Reports, p. 180, Ex.), "In my opinion a Judge is only justified in withdrawing the question of libel or no libel from the consideration of the jury in cases where he is clearly of opinion that the matter complained of is not a libel, and that if the jury were to find it a libel, their verdict would be set aside by the court above. That is simply saying that if a Judge thinks that an alleged libel is not a libel he should withhold the question from the jury. In the famous case of *Fray v. Fray*, 17 C. B., N. S., 602, Chief Justice Erle said that the court could not take upon itself to say that under no circumstances could the letter complained of be libellous. But we think it may be laid down that in all cases, except the most glaring, and they are very rare, it is for the judge to do, as stated by Baron Parke in *Parmeter v. Coupland*, 6 M. & W., at p. 108, namely, first to give a legal definition of the offence, and then to leave it to the jury to say whether the facts necessary to constitute that offence are proved to their satisfaction. It is quite clear that the Judge ought not to state whether an alleged libel is a libel, for Baron Alderson, in the above case, said "I think that if he were to take upon himself to say that it was a libel, he would be wrong in doing so." This supports us in the other proposition that it must be a very extreme case in which a Judge can say that a publication is not a libel. And we may observe that Baron Cleasby in *Cox v. Lee*, said distinctly, "I think that a Judge who, in an action for libel, should tell the jury distinctly, *one way or the other*, either that he had or that he had not a cause of action, would be wrong." At the utmost the court, as observed by Baron Alderson in the argument, is to consider whether in any reasonable sense the words may be innocent.

Proceeding then, to the evidence which the cases give us to show the limits of libel, of course we see that any imputation of corrupt motives is libellous, whether the capacity of the person libelled be public or private: (*Parmeter v. Coupland*.) That which may tend to lower the plaintiff in the estimation of others cannot be withheld from a jury: (*Fray v. Fray*, Chief Justice Erle in argument.) It is not necessary that there should be any damage to the plaintiff by reason of the libel: (*Ibid.*) We conceive that we get to the limits of libel when we reach allegations that a person is "unworthy," or "ungrateful," or "litigious." We find the first expression condemned in *Hoare v. Silverlock*, 12 Ad. & Ell. N. S. 624, following, it is to be assumed, the case of *Lord Townshend v. Hughes*, 2 Mod. 150, where the words were, "He is an

unworthy man, and acts against law and reason." Mr. Justice Scroggs, in the latter case, said, "to say 'he is an unworthy man,' is so much as to say 'he is a vicious person,' and is the same as to call him a corrupt man." It was objected in *Hoare v. Silverlock*, that nothing was imputed but a want of gratitude, but Chief Justice Denman said: "Even want of gratitude is a serious imputation." And there also, words which "inferred misconduct," to use the expression of Mr. Justice Patteson, were considered unjustifiable.

Now, to come to the most recent case, which is even nearer the limit than *Townsend v. Hughes* and *Hoare v. Silverlock*. In *Cox v. Lee*, the defendant printed a speech of Mr. Frewen, in which he spoke of a statement made by Mr. Cox, and said, "Such a statement was most ungrateful on the part of Mr. Cox, who would never have been proprietor of that journal but for the help he (Mr. Frewen) had given. He was in a great strait, and asked him (the speaker) to assist him. He would certainly say that the debt had been most honourably repaid, and he would never have mentioned it but for such ungrateful conduct on the part of Mr. Cox."

It must be mentioned that Mr. Cox owned a county journal, and Mr. Frewen was a candidate for the county, and in the speech made by the latter, he stated why he thought Mr. Cox ungrateful, namely, for having borrowed money of him to start a journal and then used it as an organ against him. The Lord Chief Baron, in considering the verdict of the jury in favour of the plaintiff, passed by the consideration of the charge of ingratitude, holding that the plaintiff had been damaged by the reference to his pecuniary capacity. But Baron Bramwell supported the verdict expressly on the ground that a charge of ingratitude had been made and not justified. Whilst upon this case we must notice what we venture to think singular ruling on the part of Chief Baron Kelly. Mr. Frewen stated that he had lent Mr. Cox money, "which had been honourably repaid," but that, notwithstanding, he thought him guilty of ingratitude. Chief Baron Kelly said: "Passing by the bearing of the statement itself on the charge of ingratitude, and whether or not it would induce the hearers of it to conclude that a man who had so acted was truly guilty of ingratitude, surely to say of a man of business in independent circumstances, that before he could purchase the property now owned by him, he was, being without the necessary means himself, obliged to borrow money requisite for the purchase of a third person, is a statement which reflects on the man thus spoken of in a way likely to be not only most painful to his feelings, but injurious and disparaging to his credit and commercial reputation amongst his fellows and neighbours, and in the county generally."

We may be wrong in our inference, but this would seem to mean that the plaintiff was entitled to the verdict, apart from the question of ingratitude, purely on the ground that some damage had been sustained by the statement of a fact. We do not see how the charge of ingratitude, and the statement of the fact of the loan could be dissociated. The point, however, remains that a charge of ingratitude, for which there was some *primæ facie* ground, but which surrounding circumstances showed did not exist, was held libellous.

The decisions on this subject have now, we conceive, gone far enough. The limit is tolerably well defined, but it is difficult to say what words under particular circumstances may not give ground for an action.

FORENSIC MONOPOLY.

THE prosecutor in the case of *Overend and Gurney*, the redoubtable Dr. THOM, has issued a pamphlet in which he declares that if he cannot obtain funds to secure counsel, he will himself boldly ventilate the question of his right to be heard in his own cause in opposition to judicial tyranny and forensic monopoly. We are not quite sure what the learned pamphleteer means by judicial tyranny. Is it tyranny on the part of a Judge to make rules for the conduct of business in his court? There is at present a very strong outcry against the law's delay, but what would it become if the Superior Courts were open to every private suitor who might choose to conduct his own cause? Everyone who has heard a suitor addressing the court has seen hours of valuable public time absolutely wasted, and at such times the Judges, so far from being tyrannical, exercise

a degree of patience which is truly extraordinary. No counsel could peril his reputation by persistently wearying the court with the same application in different forms, as private suitors do almost daily during term; and, indeed, the judicial tyranny complained of is really kindness in disguise whenever it restrains an individual from being his own advocate.

Secondly as to forensic monopoly. With all respect for Dr. THOM, we consider that it is ridiculous to speak of the right of the Bar to sole audience in the Superior Courts as a monopoly. It is no more a monopoly than the practice of sworn brokers is a monopoly. It is a privilege purchased at very great expense both in point of labour and money, and before it is overridden some very great public advantage ought to be shown as likely to be attained. On this point we expect that Dr. THOM will find "judicial tyranny" will prove too strong for him.

MUNICIPAL AND PARLIAMENTARY ELECTIONS.

(Continued from page 409.)

NO. V.

UNDUE INFLUENCE (continued.)

WE have been speaking hitherto almost entirely of that species of intimidation which is practised upon individual voters, and we have now to consider the effect of rioting and organised, extensive intimidation. This form of undue influence appeared to a very small extent in England during the last election, the only case in which it was brought forward, if our memory serves us, being the borough of *Stafford* case, which we report this week. There a vigilance committee was formed by an agent of one of the members, and the agent himself exhorted a body of people to prevent voters on the other side from voting. This they did, and the return was invalidated, but the judge did not report that the practice had extensively prevailed. It is from Ireland, of course, that we get that extensive prevalence of intimidation by means of mob riot.

But whatever be the nature of the intimidation it must necessarily, to be illegal from a Parliamentary point of view, affect the freedom of election. In the old *Roxburgh* case before a committee, there were riots beyond doubt, this being the report: "That it appears to this committee that at the last election for the county of Roxburgh, riotous and tumultuous proceedings took place, in consequence of which, according to the evidence produced before this committee, prosecutions were instituted in the Justiciary Court of Scotland, upon which prosecutions certain of the offenders were convicted. That the committee are of opinion that the riots were not of such a nature, nor of so long duration, as to prevent the votes of the electors of the same county of Roxburgh being taken in the matter of such election." But the committee were not unanimous, the adjournment and premature close of the poll at one place being considered by three members out of the nine, a ground for avoiding the return. That this ground would have amply satisfied the mind of a judge there cannot be the least doubt. A very important question arises here, and that is, whether the very fact of a riot existing ought not to render an election invalid. In the *Stafford* borough petition Mr. Justice Blackburn took the view that general intimidation not traceable to the member, must be considered in connection with the nature of the majority obtained, that where a majority is small it may have effect, and that where it is large it may not. Mr. Justice Keogh, in the *Drogheda* petition, discussed this matter very fully, it being contended by both the counsel for the sitting member, that freedom of election is secured provided that the majority of a constituency are shown to have had the power of recording their votes. This his Lordship denied altogether, holding that where intimidation by riot is proved, the public interest has to be looked to over and above the interest of the parties to the petition. He observed (Printed Judgments, Part II., p. 528), "The liberties of the people of this country are involved in the freedom of election; and I say that the humblest individual, the poorest unit in the whole of the constituency of the county of the town of Drogheda, has as good a right freely, without fear, without favour, without intimidation of any kind or description, to come into this court house upon the day of the election, as the richest man upon the register, and as good a right as the great majority of the

constituency." "Take it," he continued, "that a candidate has, by the most legitimate means, without any injury whatsoever being inflicted upon anyone, without any coercion, without any bribery or treating, obtained the votes of nine-tenths of the constituency in his favour, yet it is of vital importance to the public weal that the remaining tenth should be able to record their votes and to express their opinions." There is a great deal more than may at first sight appear in this argument, as we shall see if we proceed to look further into the judgment. "If," said Mr. Justice Keogh, "the majority are not only to be able to choose their representatives, but having the strong arm with them are to drive from the very hustings the minority, who are seeking, though unavailingly, to make their opinions triumphant . . . If they are to drive by terror and with ignominy, with scorn and with denunciation, the minority from the poll, what becomes of freedom in this country?"

The principle underlying the law for preventing undue influence is that every man shall be free to record his vote, and if every person, who would vote at an election does not vote by reason of the terrorism which exists, it is difficult to see upon what ground an election is to be upheld simply because the votes of a majority have been recorded. In the *Stafford* borough petition, Mr. Justice Blackburn intimated his inclination to take a middle course, and judge according to the extent of the majority, so as to ascertain whether, putting the degree of intimidation against the majority, the probabilities would be in favour of the conclusion that the intimidation materially affected the election. Now, evidence of intimidation is never very satisfactory in its nature. As remarked by Mr. Justice Keogh (p. 334), in bribery and treating you have something to lay your hands upon—you have money, you have food, you have drink; but, he asks, who is there that will venture to gauge the influences of intimidation? who will say how far that reaches, who will be able to tell what the effect of intimidation is upon the human mind? His Lordship took an illustration not uncommon in Ireland. "Supposing," he said, "that a minister of religion were to say to an individual voter, 'If you do not vote in a particular way, and if anything should happen to you between this time and the time at which you should reach your dwelling-house, your immortal soul, your salvation, will be perilled,' who is to say what would be the extent of the influence of that observation, proceeding from the mouth of a minister of religion, upon a whole congregation?" And clearly in such case the argument, as to numbers falls to the ground. A scrutiny would be valueless, and therefore we must conclude that in all cases of the existence of mob riot or spiritual intimidation an election should be looked at strictly. We have nothing analogous to spiritual intimidation in England; the landlord influence is traceable, and limited to his tenants. Our element of undue influence upon the body of electors is by the physical violence of a mob.

And as regards a mob, how is it to be proved to what extent it affects the election? The allegation of riot has failed recently at Nottingham, because it was not proved that any voter on his way to the poll was hindered or prevented. But a mob cannot exist without producing its effect. It is impossible to say how many voters are kept at home, and it is equally impossible to say how many more are induced to vote on the side which is favoured by the mob. However it is not for us to quarrel with the law, as it has regulated this matter of rioting, and we will proceed to consider what limit has been fixed to spiritual influence in Ireland.

It was put forward as a proposition in the *Galway Town* petition, that the exercise of spiritual influence in any shape would void the election. This Mr. Justice Keogh denied altogether (printed judgments, Part II., p. 345). He said that landlord influence and spiritual influence may both be exercised, but they must be exercised "legitimately." There is a remarkable decision of the House of Commons at this point in the *Mayo* case. The committee found "that there was a great abuse of spiritual influence on the part of a great body of the Roman Catholic priesthood during the election," and yet they declared the members to have been duly elected. Of course Mr. Justice Keogh remarked that had he come to the former con-

clusion he should also have arrived at the conclusion that the representatives were not duly elected. It is more difficult to define what is legitimate, and what is not legitimate spiritual influence. In the *Galway* case, the Judge said that if it had been proved in a single case that the clergy had refused the rites of the church in order to influence votes, he would, without hesitation, have voided the election. But he said (p. 349), "I recognise the full right of the Roman Catholic clergy to address their congregations; to advise them to canvass the merits of their candidates; to tell them that one man is for the country, and that another man is against the country; and to tell them that this man is in favour of a church establishment, which they think is more for the benefit of the people to have disestablished; to tell them that another man, though a Roman Catholic in profession, is yet playing the game of another candidate who is against the interest, in that respect, of the Roman Catholic population; nay, more, I would not hold a very hard and fast line as to language which, in excited time, might be used by Roman Catholic ecclesiastics, or by civilians." There was but one piece of evidence which his Lordship thought showed a trespass upon the line separating legitimate from non-legitimate influence, namely, that of a man who stated that a clergyman had said, that if anyone supported a particular candidate, naming him, that he would be a traitor to God and to his country, and that he would deserve to have the brand of Cain upon him as a fugitive and a vagabond, as he described in the book of Genesis, "to whom the earth when tilled should not yield its fruits," whose iniquity, in his own language, was "greater than that it might deserve pardon." "If that language had been proved to my satisfaction to have been used" his Lordship said, "I do not mean to go to the length of saying because of that I would avoid this election; but I do mean to say that it would be a transaction and language which no man could attempt to justify."

Nothing more need be said to show what undue influence as defined by the statute really embraces. Then we have to consider whether there is a question of degree in the exercise of influence which is undue? This was conclusively settled by Mr. Justice Willes, in the *Westbury* *Petition*, at p. 22 of 20 L. T. Rep. N. S. His Lordship remarked: "It is said it is left in the discretion of the Judge to say how much undue influence shall or shall not affect the election. That is impossible. The 11th section of the Act, under which I sit" (31 & 32 Vict. c. 125) "is imperative. I have no discretion either one way or the other." And previously he noticed the argument that a single act of undue influence ought not to defeat the election, and replied to it that he found no such limitation in the 36th section. This, therefore, is perfectly plain.

(To be continued.)

DIGEST OF SHIPPING LAW CASES.

FROM 1860 TO 1864.

Edited by F. O. CRUMP, Esq., Barrister-at-Law.

(Continued from page 411.)

CHARTERERS (continued.)

4. *Bill of lading freight and chartered freight*—*Lien*.—The charterer of a vessel shipped goods under a bill of lading signed by the master, by which the goods were to be delivered to B. or his assigns, he or they paying freight for the goods as usual. B. was the charterer's agent, and the charterer was indebted to him at the time of shipment for advances. The bill of lading was handed by the charterer to B. in order that he might apply the proceeds of the goods in reduction of the debt. B. took the bill of lading with notice of the charter-party and its terms: and it was held, that as he was the agent of the charterer, with notice of the charter-party, he was not entitled to the goods without payment of the charter freight; and that the shipowner had a lien on the goods for the charter freight directly they were put on board. (*Kern v. Deslandes*, C. B. May 3, 4, and 6, 1861; 1 Mar. Law Cas. 156; 5 L. T. Rep. N. S. 249; 8 Jur. N. S. 194; 30 L. J. 297; 10 C. B., N. S., 265.)

5. *Liability for freight—Damages*—Charterer refusing to reship goods unladen to enable ship to cross a bar.—Charterer held not liable for lump sum of freight specified in charter-party, nor in damages for refusal to reship entire cargo inside the bar when the vessel had sailed, but was unable to cross the bar from insufficiency of water. The master took out a portion of the cargo to get the ship afloat after grounding, and placed

his vessel again alongside the jetty, offering to ship as much cargo as would allow the vessel to pass the bar, and to take in the remainder by means of lighters outside the bar; to which the charterer would not accede. Construction of clause, "or so near thereto as she may safely get." (*The General Steam Navigation Company v. Slipper*, C. B., Jan. 20, 1862; 1 Mar. Law Cas. 180; 5 L. T. Rep. N. S. 641; 6 Jur. N. S. 821; 31 L. J. 185, C. P.; 11 C. B., N. S., 493.)

6. *Shipowners' liability to charterer's agent—Expenses of unloading and reloading cargo—Improper stowage*—*Stevedore employed by charterer at ship's expense*.—By the terms of a charter the cargo was to be brought alongside at merchant's expense, and a stevedore recommended by the charterers was employed at the ship's expense at the usual charge. Owing to the fault of the stevedore expense in unloading and loading cargo was incurred, which the co-charterer's agent, the consignee, paid, and in an action for the freight pleaded as payment. The captain had signed the account in order to get his ship free. It was held that this settlement could not be pleaded as payment, and that the expenses were ship's expenses for which the owners were properly liable: (*Roberts v. Shaw*, Q. B. May 23, 1863; 1 Mar. Law Cas. 351; 8 L. T. Rep. N. S. 634; 10 Jur. N. S. 147; 32 L. J. 308; 4 B. & S. 45.)

7. *Charterer not shipping broken stowage*—*Moorson v. Page*—Charterer held liable in damages for not shipping so much broken stowage as would make up a complete cargo according to stipulation in charter-party. *Moorson v. Page*, 4 Camp. 103, distinguished. Goods shipped as broken stowage "to pay freight as customary." (*Cole v. Meek*, C. B. Jan. 14, 1864; 1 Mar. Law Cas. 415.)

CLASSIFICATION OF SHIP IN LLOYD'S REGISTER.

Charter-party—Description of ship—Warranty as to class—Shipowner's liability for higher rate of premium of insurance paid by shippers.—Charter-party entered into between shipowners' agent at New York and a merchant there, British subjects, describing the ship as a "British A 1." Held, on the authority of *Behn v. Burness*, 8 L. T. Rep. N. S. 207, that this was a warranty that the ship was classed A 1 in Lloyd's register. Owners liable for higher rate of premium which shippers had to pay in consequence of ship having run off class. Fraud not alleged. Agent's authority under power of attorney: (*Routh v. McMillan*, C. E. Nov. 3, 1863; 1 Mar. Law Cas. 402; 33 L. J. 38; 10 Jur. N. S. 158; 9 L. T. Rep. N. S. 541; 2 H. & C. 750.)

COLLISION.

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I. ANCHOR (VESSELS AT).

(See also No. 49.)

1. *Damage by ship in motion to ship at anchor*—*Burden of proof*—*Pilot*.—A ship, through neglect of pilot on board, having been in collision, was drifting up a river when she came into collision with a ship at anchor. It was held that the burden of proof lay on the former ship to prove that the pilot was compulsorily taken on board and was solely to blame. (*Bennett v. Moita*, 5 Moo. P. C. C. 4, not followed: (*The Annapolis*, A. C. Nov. 15, 1861; 1 Mar. Law Cas. 155.)

II. BAIL.

(See No. 19.)

1a. *Security—Retrospective operation of sect. 34 of Admiralty Court Act 1861*.—Security to answer judgment in a cross action in personam instituted by an owner resident in this country, was decreed for, where the plaintiff in the first action in rem had obtained bail to answer judgment in his case: (*The Cameo*, A. C. Feb. 11, 1862; 1 Mar. Law Cas. 191.)

1b. *Damage—Security for costs by plaintiffs—Mistaken identity*.—Where in a cause of damage in which the vessel of the defendants had been arrested, it appeared upon affidavits that the plaintiffs were mistaken as to the identity of the vessel proceeded against, and the defendants offered to disclose the wrongdoer, the court refused an application to extend the security to be given by the plaintiffs to meet the costs if unsuccessful, so as to cover the damages caused by the wrongful arrest: (*The Peri*, A. C., Nov. 11, 1862; 32 L. J. 46, Adm.; 8 Jur. N. S. 1230.)

III. CARGO.

2. *Both ships in fault—Remedy by owners of cargo—Liability of shipowner—Division of damages*.—The 298th section of Merchant Shipping Act does not preclude the cargo from recovering where the provisions of the Act have not been obeyed. Proprietors of cargo not being owners of the ship held, in accordance with numerous decisions cited by the court, to be entitled to recover only from the other ship in fault one-half of the loss, they having their remedy for the other half against the owner of the ship in which the cargo was loaded. The Court of Admiralty implicitly follows the decisions of the House of Lords and Privy Council, and in construing statutes follows a series of cases adjudged at common law. [N.B. This is the first case in which the liability of the shipowner was mooted. The underwriters on ship or cargo always paid and pay damage or loss by collision, whether caused by negligence or not.] (*The Milan*, A. C.,

Dec. 3 and 17, 1861; 1 Mar. Law Cas. 185; 5 L. T. Rep. N. S. 590; 31 L. J. 105.)

IV. Costs.

3. *Costs of reference to registrar and merchants*—One-third of claim disallowed.—More than one-third of the amount claimed for loss of ship, freight, and cargo, and proportion of salvage expenses consequent on collision, having been disallowed by the registrar and merchants, a motion to condemn plaintiffs in the costs of reference was rejected, the claim of the plaintiffs having involved the investigation of salvage expenses to a great amount incurred in consequence of the collision: (*The Berbee*, A. C., July 7, 1857; 1 Mar. Law Cas. 203.)

4. *Reference to registrar and merchants*—One fourth disallowed.—Where more than one fourth of the plaintiff's claim was disallowed, and the judgment was affirmed by the Judicial Committee of the Privy Council, the costs of the reference were not decreed in his favour: (*The Peerless*, A. C. April 17, 1861; 1 Mar. Law Cas. 206.)

5. *Exemption of the Crown from costs*—Liability of co-plaintiff.—The Court of Admiralty has no power to enforce a decree against the Crown, and therefore is not justified in condemning the Crown in costs. In a collision suit at the instance of Her Majesty in her office of Admiralty, and of the commander and crew of a Queen's ship, where the claim was pronounced against the officer and crew were held liable in costs, it being perfectly clear to the court that the Lords of the Admiralty would indemnify the captain and crew. Application of provisions of 18 & 19 Vict. c. 90 in suits in which the Attorney-General or Lord Advocate is a party. Cases, &c. cited: *The Lord Advocate v. Douglas*, 9 Cl. & Fin. 173; Act 33 Hen. 8, c. 39, s. 54; *Kane v. Reynolds*, 4 De G. M. & G. 565; *Reg. v. Beadle*, 7 Ell. & Bl. 492; 3 Jur. N. S. 865; 26 L. J. 111, M. C.; *Dyke v. Barton*, 10 Moo. 460; (*The Leda*, A. C. Dec. 9, 1862 and Jan. 20, 1863; 1 Mar. Law Cas. 298; 7 L. T. Rep. N. S. 864; 9 Jur. N. S. 208; 32 L. J. 58.)

6. *Inevitable accident—Negligence*.—It is the practice of the Admiralty Court, when a collision suit is dismissed on the ground that the collision arose from inevitable accident, not to condemn the plaintiff in costs. But there may be exceptional cases: (see *The Itinerant*, 2 Wm. Rob. 244; and *The Ebeneser*, 7 Jur. 1118.) Plaintiff condemned in costs where there was a strong probability that the collision was occasioned by stormy weather, and not through negligence, and therefore that he might have ascertained the cause of the accident: (*The London*, A. C. June 2, 1863; 1 Mar. Law Cas. 396; 9 L. T. Rep. N. S. 348; 9 Jur. N. S. 1390.)

(To be continued.)

JUDICIAL STATISTICS, 1868. COURT OF CHANCERY.

The returns for the year ending Nov. 1, 1868, furnished by the different officers of the High Court of Chancery, show the proceedings of the different branches of the court during the year, in the same form and with the same details as the returns for preceding years.

REGISTRARS' RETURN.—The return of proceedings in the office of the registrars for the 1st. Nov. 1868 shows the proceedings waiting a hearing at the commencement of the year, those set down during the year, those heard during the year, those otherwise disposed of, and those awaiting a hearing at the end of the year, the business in each of the three Appellate Courts and in each of the four original courts being distinguished.

The following abstract shows the total number of the proceedings under each heading, for disposal, and disposed of, with the remanets, for the year 1868.

Nature of Proceedings.	For Hearing at the Commencement of the Year.	Set down during the Year.	Heard during the Year.	Otherwise disposed of.	Remanets at the end of the Year.
Pleas	—	6	4	—	2
Demurrers	12	53	49	7	9
Exceptions to Pleadings	4	21	16	4	5
Motions for Decree	280	1178	1071	109	248
Cases	104	256	196	45	119
Special Cases	7	23	19	—	11
Cases, Claims, and Causes and Matters for further directions and further considerations	58	539	499	9	89
Rehearings & Appeals	111	118	166	18	45
Appeal Motions	33	141	133	17	24
Appeals from County Courts	2	6	6	1	1
Appeals from County Palatine of Lancaster	—	3	3	—	—
Appeals from Vice-Warden of Stannaries	—	—	—	—	—
Trials with a Jury	—	1	—	—	1
Trials without a Jury	2	—	1	—	1
Total	581	2345	2163	210	553

The number of matters set down for hearing in the year 1867-8 shows an increase of 18 above the number in the preceding year; the number in 1866-7 having exceeded the number in 1865-6 by 18, and the number in 1865-6 having exceeded the number in 1864-5 by 128. As compared with the number in 1858-9, the number in 1867-8 shows an increase of 119. The total number for hearing in 1867-8 was greater by 40 than the number in 1866-7, and greater than the number in 1858-9 by 318. The number heard in 1867-8 was greater by 64 than the number in 1866-7, and by 140 than the number in 1858-9. The number otherwise disposed of exceeded by 4 the number in 1866-7, and by 65 the number in 1858-9, while the remanets at the end of the year were less for 1867-8 by 28 than for 1866-7, exceeding the number for 1858-9 by 113.

The proportion borne by the number of proceedings disposed of during the year to the number for disposal in 1867-8 was 81.1 per cent.; in the preceding year this proportion was 79.8 per cent.; in 1865-6 it was 77.5 per cent.; in 1858-9, 83.1 per cent. The registrars' return shows also the number of orders made in different matters as given in the following abstract for 1867-8.

Orders made on the hearing of appeal petitions	17
Orders made on the hearing of petitions under the Companies Act 1863	129
Orders made on the hearing of petitions under the Winding-up Acts	—
Orders made on the hearing of other petitions	2,148
Orders made on the hearing of special motions	1,553
Orders on summons drawn up by the registrars	7,973
Orders on motions or petitions of course	530
Certificates for sale or transfer or delivery of stock or other securities	2,953
Cases standing for judgment at the commencement of the year	4
Cases standing for judgment at the end of the year	5

The number of days each of the judges sat in court, as shown in the return, was, the Lord Chancellor 95 days; the Lord Chancellor and Lords Justices 2 days; the Lords Justices, 146; the Master of the Rolls, 151; the three Vice-Chancellors respectively, 165, 165, and 172. In 1866-7 the numbers were, the Lord Chancellor, 91; the Lord Chancellor and Lords Justices, 20; the Lords Justices 137; the Master of the Rolls 151; the three Vice-Chancellors, respectively, 169, 167, and 169. The total number of days was less by 8 in 1867-8 than the preceding year.

On filing his bill the plaintiff may select the branch of the court to which his suit is to be attached; but the Lord Chancellor has power to transfer any cause from the paper of any of the Vice-Chancellors to that of any other of the Vice-Chancellors; and the Lord Chancellor and the Master of the Rolls can transfer any cause to or from the paper of any of the Vice-Chancellors from or to that of the Master of the Rolls. The number of causes, &c., thus transferred from each judge to other branches of the court was 46 in 1867-8, against 66 in 1866-7. The judges to and from whom causes were transferred for 1867-8 are shown in the return.

There were 391 cases referred to the conveying counsel of the court, in the year 1867-8, against 363 in the preceding year; the average of the three years 1863-4-5 (this heading not having been given in the returns previously to 1863) being 342.

The number of orders drawn up in the registrar's office in 1867-8 was 13,654, and the amount of fees collected thereon by stamps was 15,390. 7s. In the preceding year the number of orders was 13,328, and the amount of fees 15,048. 14s. The number of orders in 1858-9 was 11,634; the amount of fees was 12,912. 8s.

CHIEF CLERKS' RETURNS.—The totals of the proceedings in the chambers of the Master of the Rolls, and of each of the three Vice-Chancellors, as shown in the returns furnished by the respective chief clerks, were as follows for the year ended 1st Nov. 1868.

The proceedings in each of the chambers separately for 1867-8 are given in the table.

Summons to originate Proceedings:—	
For the administration of estates	362
Under the Charitable Trusts Acts	4
For appointment of guardians and maintenance of infants	153
For other purposes	264
Other Summonses	783
Orders made:—	26,191
Of the class drawn up by the registrars	8,981
Of the class drawn up in chambers	9,998
Orders brought into chambers for prosecution other than orders for winding-up companies	2,043
For winding-up companies	88
Number of advertisements issued	1,057
Debts claimed and adjudicated upon:—	
Number of debts	11,584
Amount of debts proved	26,979,550
Accounts passed (other than Receivers' Accounts:—	
Number of accounts	1,498
Receipts therein	211,998,668
Disbursements and allowances therein	211,322,372

Receivers' Accounts passed:—

Number of accounts	758
Receipts therein	26,731,417
Disbursements and allowances therein	25,154,227
Sales of Estates under orders of Court:—	
Number of sales	750
Amount realised	23,336,730
Purchases of Estates under orders of Court:—	
Number of purchases	137
Number of Contributories:—	
Included in list of contributories	9,383
Excluded from lists of contributories	479
Orders for winding-up Companies:—	
Amount of calls made	25,537,126
Amount of dividends ordered to be paid to creditors	22,962,137
Amount ordered to be refunded to contributories	223,513
Total amount of fees levied by stamps	215,335
Number of titles and other matters directed to be investigated by the conveying counsel	456
Number of certificates filed	2,572
Number of appointments (by summons, adjournment, or otherwise) disposed of	66,318
Number of orders under which accounts and inquiries were pending at date of return	3,465
Number of orders for winding-up companies then pending	438

The return made by the clerks of records and writs shows the number of suits instituted in the Court of Chancery, whether by bill or information, or by claim, or summons, or as special cases, as well as the subsequent proceedings on the part both of plaintiff and defendant, all such suits and proceedings being filed in the Office of Records and Writs. The return distinguishes the number of suits instituted in the court of the Master of the Rolls and in the courts of each of the three Vice-Chancellors. The total number of suits instituted, as shown in the return for the year commencing 2nd Nov. 1867, and ending 1st Nov. 1868, was as follows:

Suits instituted:—	
Bills or informations filed { higher scale } { lower scale }	{ 2,038 } { 448 }
Claims filed under General Order of 1850..	—
Special cases filed under Act 13 & 14 Vict. c. 35	24
Administration summonses filed	300
Other originating summonses filed	48
	3,518

In the total number of suits instituted in 1867-8, it will be seen, there is a decrease of 332, or 9.0 per cent., as compared with the number for 1866-7. In 1866-7 and each of the two preceding years there was an increase, the increase for the three years together amounting to 684. The number for 1867-8 is consequently greater than the number for 1863-4 by 352.

When the property which is the subject of a Chancery suit is above the value of 1000l., the higher scale of fees is payable; but when it does not exceed that amount the lower scale applies. Suits instituted by bill or information are the only suits other than suits by summons originating proceedings in chambers to which the higher scale and lower scale of fees of court apply. The proportion of the numbers on each scale to the whole number varied in a very slight degree in the years 1867-8 and 1866-7, being 82 per cent. in the higher scale, and 18 per cent. on the lower scale in 1867-8, and 82.2 and 17.8 per cent. respectively in 1866-7.

The total number of proceedings, and the total amount of fees collected by stamps in the Office of Records and Writs in each of the years 1867-8 were as follows:

	1867-4.
Proceedings in suits by bill or information	21,171
" " on claim	—
" " on summons	1,187
" " in special cases	40
General proceedings	65,130
	87,288
Fees collected in the office by stamps	233,330

ELECTION LAW.

NOTES OF NEW DECISIONS.

BRIBERY BY A POLITICAL ASSOCIATION—AGENCY OF SUCH ASSOCIATION—SCRUTINY—CORRUPTION BY STRANGERS.—There existed in the town a Conservative and a Liberal association, each of which generally promoted the return of its own candidate, and assisted the registration of its own supporters. The managers of the Conservative Association having circulated addresses and papers issued by the candidate, will be presumed to have done so with his knowledge, or with that of his agents, so as to constitute the association an agent of such candidate, and to make him responsible for any illegal acts of its managers. Amongst other things, the managers of the association paid 5s. to every person who claimed it in respect of time lost in attending the barrister's court at

the registration. Several voters claimed and received the amount who had not attended the court: Held to be bribery by the association. Where a person has actually attended the revising barrister's court, either because he was obliged to do so, or because he thought he was obliged to do so, and has actually lost a day's time in attending there, he may be inferred to have taken the compensation honestly and not for his vote. But where nothing has been done to entitle the person to the money, the inference must be that he took it for his vote, and his name would be struck off on a scrutiny. Where an association or a person is tacitly allowed by a candidate, or with the candidate's knowledge, to promote his election, that is some evidence to show that he is an agent. And where a body acts in support of a candidate, the assistance being a substantial benefit, and he does not hold them off or repudiate them, he must accept the consequence, and be responsible for their malpractices. On a scrutiny, every voter who is shown to have been corrupted, although corrupted by the opposite side to that on which he voted, and even though the bribe be received from a stranger, will be struck off. The object of a scrutiny is to ascertain, without regard to who corrupted this man or that, what is the majority of uncorrupted voters, and whether there is a majority for any one who has not rendered himself by personal misconduct incapable of standing: (*Taunton Election Petition*, 21 L. T. Rep. N. S. 169. Blackburn, J.)

A return has been issued, showing, with respect to each of the Parliamentary cities and boroughs in England and Wales, the population in 1861; the total number of electors on the register now in force, distinguishing those entitled to vote as householders under the Representation of the People Act 1867, from those entitled to vote as 10l. occupiers; and the number of electors who voted at the last general election. The total number of electors on the register was 1,203,170, and the number who voted 825,519.

ESTATE AND INVESTMENT JOURNAL.

STOCK AND SHARE MARKETS.

Thursday.

The state of Ireland is causing some uneasiness, but, with this exception, the market has been steady. The Spanish insurrection has produced no effect whatever. The following are the fluctuations of the week:

ENGLISH FUNDS.	Fri.	Sat.	Mon.	Tues.	Wed.	Thur.
Bank of England Stock	237	239	237	236	237	237½
3½ Cent. Red. Ann. ...	91½	91½	91½	92	91½	91½
3½ Cent. Cons. Ann. ...	93½	93½	93½	93½	93½	93½
New 2½ Cent. Ann. ...	...	...	...	...	...	...
Do. 3½ do. Jan. 1894.	...	...	...	...	...	...
New 3½ Cent. Ann. ...	91½	91½	91½	92	...	92
5½ Cent. Ann. ...	...	...	...	...	...	...
5½ Cents. ¾ Jan. 1873	...	...	...	...	...	...
Ann. 30 years exp.	...	...	...	...	...	...
April 5, 1885	11½	...	11½	...	...	...
Do. exp. Jan. 5, 1880	...	...	...	...	...	...
Do. exp. July 1880	...	...	...	...	...	...
Red Sea Tele. Ann. 1906	19½	...	...	...	...	...
Consols. for Acc.	...	...	93	93½	93½	93½
India 5½ Cent. for Acc.	...	...	...	...	...	...
Do. 5½ Cents. July 1880	114½	113½	114	114½	114½	...
India Stock, July 1880.	...	...	...	...	...	...
India Stock, 1874	212	211	...	210½	211½	...
India 4½ Cent. 1888	...	100½	100½	100½	100½	...
India Stock, 5½ Cent.	...	...	...	...	...	...
1870	...	...	...	...	...	...
India Bonds (1000l.) 4	...	...	...	...	...	...
per Cent.	29s.5	...	...	...	...	...
Do. (under 1000l.) 4 per	...	...	...	...	...	...
Cent.	...	...	...	...	...	...
Ex. Bills, 1000l. ....	...	...	...	...	...	...
Do. 500l. ....	...	...	...	...	...	...
Do. 100l. and 200l.	...	...	...	...	...	...
3½ c. ....	...	...	...	...	...	...

a March 2½ per cent. par; e June 3 per cent., 7s. pm.
 June 3 per cent., 7s. pm. f June 3 per cent., 10s. pm.
 b Premium. g March 2½ per cent., 5s.
 c March 2½ par. h premium.
 d March 2½ per cent. par; i A. ex. div.

PUBLIC COMPANIES.

RAILWAY COMPANIES.

Allyth.—Dividend at the rate of 1½ per cent. on the ordinary stock.
Cape.—A dividend at the rate of 4 per cent. per annum.
Great Luxembourg.—Dividend of 4s. 6d. per share.
Peebles.—6½ per cent. per annum dividend declared.

BANKS.

Bank of Victoria.—A dividend at the rate of 10 per cent. declared.

Commercial Banking Company of Sydney.—A dividend and bonus equal to 17 per cent. per annum.

ASSURANCE COMPANIES.

Albert Life Assurance.—At the Vice-Chancellor's chambers on the 8th inst. it was decided that the official liquidator should be appointed at the meeting to be held on the 2nd Nov. At a meeting of policyholders a resolution was passed that a committee should be appointed to consider the suggested administration of the company's affairs by the Alliance Company.

European Assurance Society.—On the 2nd inst., Vice-Chancellor James refused to make the order for the production by the manager of the books and papers of the society, as asked for by the petitioners. His Honour postponed the hearing of the petition until Wednesday, the 13th inst., and released the society from the interim order he had previously made, that the incoming premiums should be paid to a separate fund.

MISCELLANEOUS COMPANIES.

Commercial Gas.—The usual 10 per cent. per annum dividend.

Italian 6 per Cent. Tobacco Loan.—Messrs. Stern Brothers have given notice that the V series of bonds were drawn at Florence on the 1st inst. for redemption on 1st Jan. next.

Moyar Coffee.—Dividend at the rate of 3 per cent. per annum.

Rio de Janeiro Gas.—An interim dividend at the rate of 10 per cent. per annum.

MINING COMPANIES.

Alamillos.—A dividend of 2s. per share declared.

Fortuna.—A dividend of 3s. per share declared.

Linares Lead.—A dividend of 5s. per share declared.

SOLICITORS' JOURNAL

NOTES OF NEW DECISIONS.

POWER—DUE EXERCISE OF—MORTGAGE—COMPOUND INTEREST.—By a deed of disentail and re-settlement of certain real estates power was given to the father and son, and for the son if he should survive, to mortgage the estate to raise such sums as might be requisite to redeem several prior mortgages. The father and son exercised their joint power of appointment, creating various charges. The son was the survivor, and he mortgaged the estates to the plaintiffs to secure a sum of 600l. advanced at various times to the grandfather, father, and son, during the lifetimes of the two former, on the faith of an agreement that those sums should be secured to them by a mortgage. Held, that this mortgage was a valid execution of the power, and compound interest allowed as provided for by the prior charges: (*Gepp v. Majendie*, 21 L. T. Rep. N. S. 168. V.C.J.)

RIGHT TO BEGIN.—In the case of demurrers, it is the practice of the Court of Common Pleas to let the plaintiff begin: (*Roberts v. The Bury Improvement Commissioners*, 21 L. T. Rep. N. S. 173. C.P.)

LIBEL—CHARGE OF INGRATITUDE.—It is libellous, and affords good cause of action as such, to charge another with ingratitude, even though the facts upon which the charge is grounded be stated, and are insufficient to support the charge. So held by the Court of Exchequer (Kelly, C.B. and Bramwell, Channell, and Pigott, B.B.) And per Kelly, C.B., to impute untruly pecuniary embarrassment to another, and the inability to purchase a certain property without the aid of a loan from a third party is libellous; even although it be at the same time stated that the loan was afterwards honourably repaid: (*Cox v. Lee*, 21 L. T. Rep. N. S. 178. Ex.)

LIBEL OR NO LIBEL.—A judge is only justified in withdrawing the question of "libel or no libel" from the jury in cases where he is clearly of opinion that, if they were to find the matter a libel, their verdict would be set aside by the court above. Per Kelly, C.B.: (*Idem*.)

JUDGES' CHAMBERS.

Monday, Oct. 4.

THE METROPOLITAN LAND AND FINANCE COMPANY V. SMITH.

Novel point under the Bills of Exchange Act.

This was an action on a promissory-note for 500l., and a novel point was raised. The action was under the Bills of Exchange Act. Defendant had not applied for leave to appear and defend,

but did so on the ground that the action was improperly brought under the particular Act, and the remedy was under the old law.

Benham, on the part of the defendant, submitted that as the action was not brought within six months of the note being payable, there was a particular clause that the proceedings were irregular and must be set aside.

Master JOHNSON referred to the Bill of Exchange Act. The provision was to the effect stated, but he would allow the plaintiffs to amend the writ.

Benham said the writ was bad, and must be set aside and a fresh action brought.

The MASTER held otherwise. He would order the writ to be amended. The writ was not bad.

Marsden, on the other side, objected to costs.

The MASTER ordered an amendment of the writ, and costs to be costs in the cause.

TESTIMONIAL TO JOHN BECKE, ESQ.,

(Solicitor, Northampton.)

On Saturday, Oct. 2, a testimonial consisting of three very handsome silver flower and fruit stands, was presented to John Becke, Esq., for his unwearied exertions for twenty-five years as honorary secretary of the Royal Victoria Dispensary, in this town, of which he was also the originator.

The testimonial was the united gift of the paying members who receive medical assistance from the dispensary, and of the honorary members who subscribed to make up the deficiency of the contributions of the free members.

The Worshipful the Mayor (John Vernon, Esq.) presided, and amongst those present were:—The Mayoress and Miss Becke, the Rev. Sydney Gedge, vicar of All Saints; the Rev. J. T. Browne, vicar of St. Edmund's; the Rev. W. H. F. Robson, vicar of St. Giles's; Major Lumley, C. C. Becke, Esq., Dr. Barr, Philadelphus Jeyes, Esq., John Phipps, Esq., J. P., George Ashdown, Esq., Wm. Moxon, Esq., C. J. Evans, Esq., Thomas L. Cordeux, Esq., S. Walker, Esq., Edward Durham, Esq., Mr. Richard Phipps, Mr. Thomas Pressland, &c., &c.

The Mayor called on the Rev. Sydney Gedge to make the presentation.

The Rev. Sydney Gedge said it was his pleasing duty to offer for Mr. Becke's acceptance the articles they saw before them, the elegance and tastefulness of which would, he hoped, commend themselves as much to him and to his family as it did to him (Mr. Gedge). He had now been for ten years a weekly witness of the beneficial results of the institution which owed its origin to the benevolence and courage, and its increasing prosperity to the care and counsel of Mr. Becke. Mr. Gedge addressed Mr. Becke, and said: I will ask you, sir, to accept this testimonial. It will tell you and your family, not only the tale of our gratitude, but it will tell them this also, that disinterested efforts never in the long run fail to be duly appreciated. It will remind your family when, in the course of Providence you shall be taken from them, that they had a father to whom many in this town were indebted, and will be indebted, under God, for the restoration of health and prolongation of life.

Mr. Becke said: I feel most deeply thankful for the kindness which has dictated the actions of those who have brought me this gift; most deeply sensible am I of the kind and flattering manner in which my services towards the dispensary have been spoken of, and very thankful to all those gentlemen, acquaintances, and friends who have acted with me in the foundation and carrying on of that institution, for the part they have taken in getting up this testimonial, and still more grateful, still more obliged, am I to those free members who, from their own hard earnings, have contributed so large a portion towards it. I have always felt, and do feel, that if the interests of any class become antagonistic to those of the community at large, then the narrower and smaller class must yield its views to the general good. I believe that an institution of this kind, if properly carried on, may be conducted as much to the benefit of the medical men connected with it as to the benefit of the community. It is now twenty-five years since this institution was started, but it is a much longer period since my attention was first called to the question of medical relief for the poor. In this and other towns I have seen the workings of the systems which were in vogue before the idea of a provident medical institution was started. I have known what it was to see industrious, hard-working men going from door to door to beg infirmity tickets when illness was in the house, and when time was of the utmost importance; when prompt attention might have saved much suffering. I have known instances when the bread-winner of the family has been ill, and unable to get letters of admission to the infirmary, he has been content, instead of paying a doctor, to act on the advice of neighbours not more skilled in medicine than himself, or what is infinitely more dangerous, has gone to any quack or uneducated person, who possessed neither the

knowledge, training, or experience necessary for the treatment of disease. These were very great evils, and I always felt it would be a very good thing if something could be done to prevent it. I thank you most heartily and sincerely for the handsome gift you have bestowed on me. Valuable as it is for its intrinsic worth, and beautiful as it is in point of artistic skill, I shall value it infinitely more, because it will represent to me the goodwill and esteem of those who have subscribed towards it, and have taken part in presenting it.

The testimonial remained, for several days, at the museum, for the inspection of the subscribers and of the public.

THE HISTORICAL MANUSCRIPTS COMMISSION.

The *Times* gives some particulars as to the progress of the work undertaken by this commission. No less than seventy-three noblemen and gentlemen, possessing valuable collections, have opened them to the inspection of the commissioners; and upwards of thirty corporations, ecclesiastical and lay, have done the same. Offers of assistance have also been made from all quarters. An important collection made by Dugdale has been come-upon, illustrating the history of the ninth and tenth centuries; papers bearing on the Perkin Warbeck episode, letters new to history from Henry VII., Elizabeth of York, Henry VIII., Katharine of Aragon, Cardinal Wolsey, &c., have also been found, as well as a large mass of papers relating to the Gunpowder Plot, quite unknown to the historians. Light is thrown on the reign of William III. by letters of Oresbet and Cardonnel relating to transactions and political events at the Hague and in Denmark, and also by a paper in the handwriting of Lord Halifax, giving an account of various conversations between that nobleman and William III. Here is a trait in the character of the same monarch, from one of Cardonnel's letters to Under-Secretary Ellis, written from the Hague in October 1701, five months before the King's death:

His Majesty's cold wears off more and more, so that we reckon him almost quite recovered, but what I mentioned to you before continues. However, his Majesty endeavours to divert himself as well he can, and goes abroad every day. Yesterday he was a shooting, and afterwards went to a fish dinner at Mr. Vander Esch's. It is a pity his Majesty will not be more governable and temperate in his diet. Should I eat so much, and of the same kind, I dare say I should scarce have survived it so long, and yet I reckon myself none of the weakest constitutions.

There is also a large collection of letters which was seized in the King's cabinet at the battle of Naseby, and brought in great triumph to London, to be perused by both Houses of Parliament. Out of the 300 letters captured by Fairfax, only thirty, which were considered as the most damaging to the King, were ordered to be printed. The remainder, being too much in favour of the unhappy monarch to be made public, were suppressed.

Newly-discovered documents bearing on the last illness of Charles II. confirm the narrative of Father Huddleston as to the conversion of that prince to the Roman Catholic faith. In another collection have been found nearly 100 unpublished autograph letters of Prior, the poet, and double that number from his friend George Stepney, the ambassador, who is buried in Westminster Abbey. In one muniment room there are no less than 5000 private letters from scholars, wits, and politicians in the sixteenth and seventeenth centuries.

CREDITORS UNDER ESTATES IN CHANCERY LAST DAY OF PROOF.

WALLIS (Chas.), 14, Gilling-grove, Old Kent-road. Oct. 22; Thos. Lewis, 27, Pudding-lane, London. Oct. 26; M. E., at eleven.

CREDITORS UNDER 12 & 35 VICT. c. 35.

Last day of claim; and to whom Particulars to be sent.

BURTON (Jas. Thos.), 63, Theobald's-road, Holborn, &c., &c. Dec. 1; John Bae, solicitor, 9, Mincing-lane.
COCKER (Ephraim), White Coppice, Lancaster. Dec. 1; John Pickop, solicitor, Blackburn.
CREASY (Francis), Olinda-villa, Godalming. Dec. 1; Currie and Williams, 32, Lincoln's-inn-fields, London.
DAREY (Thos.), Lansdown Hotel, Cheltenham. Dec. 1; R. S. Lingwood, solicitor, Cheltenham.
ELEY (John), Waterfall-lane, Rowley Regis. Stafford. Nov. 15; Sanders and Smith, solicitors, Dudley.
FRYER (Thomas T.), Trafalgar-terrace, Great Clowes-street, Broughton, near Manchester. Nov. 20; Bagshaw and Wigglesworth, solicitors, Chancery-place, Booth-street, Manchester.
HEINKE (Charles E.), 79, Great Portland-street. Dec. 31; C. Champion, solicitor, Moira-chambers, 17, Ironmonger-lane.
HEYWOOD (Robert), The Pike, Great Bolton, Lancashire. Nov. 22; Rushton and Armistead, solicitors, Bolton-le-Moors.
HUNTER (Joseph), Whitby, York, solicitor. Nov. 23; Hunter, Gray, and Frankland, solicitors, Grape-lane, Whitby.
IVE (John Edwin), 14, Ablegate, London. Dec. 24; John Hudson, solicitor, 4, Fenchurch-buildings, E.C.
LANGTON (Anne G.), Stapleton-park, Gloucester. Nov. 4; Abbot and Leonard, solicitors, Albion-chambers, Bristol.
LEWIS (Phoebe), 27, Argyle-road, Stepney. Nov. 22; Morris, Stone, and Co., solicitors, 5, Finsbury-circus.
MACDONALD (Eliza), 37, Clarges-street, W. Oct. 28; W. Rogers, solicitor, 17, Essex-street, Strand.

MERRY (Thos. H.), Fenchurch-street, London. Nov. 30; R. and S. Mullens, solicitors, 68, Cheapside, E.C.
MOBLEY (Jane), Lacy-terrace, Oswestry. Dec. 3; Thomas and Charles Minshall, solicitors, Oswestry.
PENNY (Andrew B.), Pied Bull, Holloway-road. Oct. 18; Hillierys and Co., solicitors, 5, Fenchurch Buildings, City, E.C.
READ (John), Bradford, York. Dec. 5; Rawson, George, and Co., solicitors, Bradford.
SINCLAIR (William), Sowerby, near Thirsk, York. Dec. 20; John Richardson, solicitor, Castlegate, Thirsk.
SMITH (Charles W.), Salcombe Regis, Devon. Dec. 1; Travers, Smith, and Co., solicitors, 25, Throgmorton-street.
SWAN (Timothy), Leigham Cottage, Balham. Oct. 31; Surr and Gribble, solicitors, 12 Abchurch-lane, London, E.C.
WATKINS (John W.), 38, Ann-street, Birmingham. Nov. 26; Bridges and Clarke, solicitors, 17, Temple-street, Birmingham.

UNCLAIMED STOCK AND DIVIDENDS IN THE BANK OF ENGLAND.

[Transferred to the Commissioners for the Reduction of the National Debt, and which will be paid to the persons respectively whose names are prefixed to each, in three months, unless other claimants sooner appear.]

BEECH (John Henry), Woburn-buildings, Euston-square. Dividend on 84. 16s. 3d. Consolidated Three per Cent. Annuities. Claimant, said John Henry Beech.
LAWSON (Francis N.), Brevintwood, Essex. Dividend on 32. 6s. 8d. Reduced Three per Cent. Claimant, Agnes M. Lawson.
TIBBLES (James), High-street, Peckham. Dividend on 492. 12s. 8d. Consolidated Three per Cent. Annuities. Claimant, James Tibbett.

Mr. John Turner Rawlinson, a solicitor, for many years political agent of the Conservative party in Hoxham, was attacked with a fit of apoplexy whilst dressing on Tuesday, and died almost immediately.

THE BENCH AND THE BAR.

DEATH OF EX-PRESIDENT PIERCE.—The death is announced of ex-President Pierce. Franklin Pierce was the son of Benjamin Pierce, a New Hampshire farmer, who distinguished himself in the war of independence. The ex-president was born at Hillsboro' in New Hampshire in Nov. 1804, and was, therefore, nearly sixty-six at the time of his death. He was educated for the Bar, but had not been long in practice when he was elected to the State Legislature. At twenty-nine years of age he was sent to Congress, and remained for four years in the House of Representatives. Resuming then his practice at the Bar, he rose to some eminence. He was offered by General Polk the office of Attorney-General or Secretary of War, but he declined both. When the Mexican war broke out Pierce served as a private soldier in a New England regiment. He received from the President a colonel's commission, and the lawyer soldier distinguished himself in several engagements. After the war Pierce lived in retirement till 1852, when he was nominated for the presidency. He had the support of the party, and was elected. His presidency began March 4, 1853, and ended in 1856, when Mr. Buchanan, the predecessor of Lincoln, came into power. His administration gave very little satisfaction to his party, who were leagued with slavery, and made the most exorbitant demands on the men they put into office. Mr. Pierce was made a judge in 1863. Nathaniel Hawthorne and Professor Stowe were among Pierce's early friends. The celebrated General Jackson thought highly of his administrative capacity, and on his death-bed is reported to have said that the interests of the country could not be in better hands.

MAGISTRATE AND PARISH LAWYER.

MANSION HOUSE POLICE COURT.

(Before the LORD MAYOR.)

Monday, Oct. 11.

Albert Buchler, twenty-three, a Hungarian, was brought up, on remand, charged with forging and uttering a bill of exchange for 1857. odd.

Mullens, solicitor to the London Bankers' Protection Association, again conducted the prosecution on behalf of the Hungarian Credit Bank.

St. John Wontner, solicitor, for the defence. Mullens formally stated the charge, which was of forging and uttering a bill of exchange for 1800. and upwards upon Messrs. G. and A. Worms, of Antwerp, bankers.

Mr. John Mount, the manager of the English business of the house of Blount and Co., bankers, Paris, said he knew the prisoner. He said he first saw him on the 6th Sept. last, when he called at the bank, and, producing the bill for 1857. odd, asked him if he could give him cash for it. Witness observed that it was not accepted, and that it must be accepted before it could be discounted. He appeared to wish to have the money immediately, and was told that was impossible until the bill was accepted, and that it must be sent to London with that view. He left the bill in the hands of witness. That was on the 6th Sept. and the prisoner called at the bank three or four times between that day and the 9th, when, the bill having been

accepted, witness handed him the money, 44,538. odd, for which the prisoner gave him a receipt. On all those occasions the prisoner gave the name of M. De Wolff. Witness did not remember seeing him write the name of De Wolff on the bill, but he represented that he was the payee of the bill.

Being cross-examined, witness said in all probability the indorsement was written in his presence, but he had no recollection of seeing the prisoner write it. As a fact the bill was indorsed before it was sent to London to their correspondents—the London and Joint-stock Bank—for acceptance.

Mr. Emerich Nismits de Nyek (speaking through Mr. Braunmann, an interpreter) said he is secretary to the General Hungarian Credit Bank at Pesth, and knew the prisoner, who was a clerk in the correspondence department of the bank. The prisoner asked for leave of absence for a few days, and that having been granted he left on the 2nd Sept., but never returned. Witness did not see the prisoner again until he was in custody in London. He knew his handwriting. The bill for 1857. odd was written on a printed form used by the bank, and the body of it was in the prisoner's handwriting, as was also the indorsement, "E. De Wolff." It purported to be signed by Antoine Franck and Herman Kaiser, two of the directors of the bank. Witness knew their handwriting well. Neither of the signatures was genuine. They had been imitated with peculiar care, and that purporting to be the signature of Mr. Franck was not written, but traced.

The witness Roth, clerk to Messrs. Worms, in cross-examination, said they frequently accepted bills for the Hungarian Credit Bank; that it was usual for the bank, before a bill was sent for acceptance, to send over a letter of advice; that that was done in this case, and that the letter bore a signature which witness had seen to previous letters of advice.

By Mullens.—Witness acted on that letter, believing it to be genuine.

Wontner, for the defence, submitted that there was no case, inasmuch as, even if the Lord Mayor had jurisdiction in the matter, which he denied, there was no proof that the bill was forged, the evidence on that point resting on the mere belief of a witness. Although the prisoner did not come before the court under circumstances exciting him to much sympathy, still he was a foreigner, and the court would probably not detain him merely on the assumption that, on the question of jurisdiction, the judges might eventually stretch a point in this particular case in favour of a conviction. He cited the case of *Reg. v. Gabriel Sans Garrett*, 1 Dears. Cr. Cas. Res. founding upon that an elaborate argument in favour of the prisoner, and that a conviction of him by a jury could not be sustained. The simple question, he submitted, was whether Messrs. Blount in discounting the bill for the prisoner were acting as his agents. To bring the prisoner within English jurisdiction it must be shown that the forgery was committed in England, or that the utterance was committed there, with intent to defraud some one in this country. It was clear that the prisoner could not have intended to defraud Messrs. Worms and Co., and that being so he submitted that the bench had no jurisdiction. They could in no sense be said to have been defrauded, nor did they appear there as prosecutors, and if the Hungarian Credit Bank had been defrauded, the Lord Mayor had no jurisdiction.

The LORD MAYOR, after hearing Mullens in reply, on the part of the prosecution, who argued against the applicability of the decision in *Garrett's* case to that of the prisoner, told Mr. Wontner that though he himself saw a clear difference between the two, he might raise the question on the trial if he thought proper. He intimated his intention to commit the prisoner for trial.

PORTSMOUTH PETTY SESSIONS.

(Before G. J. SCALE, J. McCREANE, and J. J. CUETTES, Esqrs.)

... *The Seamen's Clothing Act 1869.*

William Way, of Portsea, clothes dealer, was charged by James Hart, a police-constable of the borough of Portsmouth, with having, on the 10th Oct. instant, in his possession and keeping certain seamen's clothing, to wit, a jacket, the property of one James Wallace, a leading stoker in Her Majesty's navy, and then serving on board H.M.S. *Inconstant*, contrary to the Seamen's Clothing Act 1869 (32 & 33 Vict. c. 57).

Swainson, of Portsmouth (the Admiralty solicitor), appeared for the prosecution, and Coward, of Portsea, for the defendant.

Coward said that previous to the case being gone into, he had an objection to raise. The Act of Parliament under consideration was a very recent one, and one which affected the interests of a considerable number of persons in this locality, and without going into its merits or demerits, it was a highly penal statute, and must therefore be construed strictly in favour of the defendant.

The Act was passed for the purpose of protecting the clothing and property of seamen in the same way as the clothing and property of soldiers are protected by law, but the statute extended to the clothing and property of seamen only. By the 3rd section the word seaman was interpreted to mean "every person not being a commissioned, warrant, or subordinate officer who was in or belonged to Her Majesty's Navy, and was borne on the books of any one of Her Majesty's ships in commission," &c. He contended that the term "subordinate officer" was synonymous with the term "petty officer" as generally used. If this was not the meaning of the term, his friend who represented the Admiralty might probably be able to afford a definition. A leading stoker was clearly a "petty" or "subordinate" officer, and therefore the statute did not apply to the present case. He drew the magistrates' attention to other portions of the Act in support of his argument.

Stearns contended that the statute applied to the present case. A leading stoker was not a "subordinate" officer, but a "seaman" only. The Act was intended to apply to seamen generally. The terms "petty" officer and "subordinate" officer were not synonymous, although he was unable to say what the Legislature meant by the latter term. If Mr. Cousins' objection was held good, the operation of this beneficial statute would be much curtailed.

Cousins, in reply, said that the magistrates had nothing to do with that. They must be guided by the ordinary rules by which statutes are construed. If the Legislature had made an omission, they could pass an Act of Parliament next year to remedy it.

The Court held that the matter was clear. A leading stoker was a "subordinate" officer in the navy, and the defendant's objection was fatal. They therefore dismissed the information.

Information dismissed.

WIGAN COUNTY COURT.

Thursday Oct. 7th, 1869.

(Before J. S. T. GREENE, Esq., Judge.)

ANDERTON v. WEBB.

Action for Cemetery Fees.

The plaintiff, clerk of St. Thomas's church, Wigan, claimed, as such clerk, certain fees, which he alleged to be due to him on burials in the Wigan cemetery of persons resident in the parish of St. Thomas, from the Rev. A. H. Webb, who has received such fees hitherto by virtue of his office as clerk in orders of the old parish of Wigan. The amount claimed, 9l. 3s. 7d., was not disputed.

Mayhew, for the plaintiff, Ellis for the defendant, argued the case on July 29.

His HONOUR now delivered judgment as follows:—The plaintiff, as clerk of St. Thomas's, Wigan, claims 9l. 3s. 7d., from the defendant, the amount of fees received by him as clerk of the ancient parish and parish church of Wigan for burials of persons dying in St. Thomas's district belonging to the Established Church and interred in the consecrated ground of the Wigan parish cemetery. The plaintiff was appointed by the incumbent of "the District Chapelry of St. Thomas's Wigan;" such is the designation of the church in the order of Council, and it has a particular district assigned to it under the 16th section of the 59 Geo. 3. c. 134. It had no burial ground to which persons could be brought to be buried, and where they had a right to be buried. It was brought into existence in 1852, under a definite authority, before the passing of the 19 & 20 Vict. c. 106, and no proof has been adduced that its status has been altered by that Act or the 6 & 7 Vict. c. 37, and the 7 & 8 Vict., cited in the 19 & 20 Vict. c. 104. These, however, are the Acts creating separate parishes, and do not apply to St. Thomas's. A district chapelry in an ancient parish, created as St. Thomas's was, if of a very different constitution to a parish instituted in, and separated from, or rather carved out of the area of an ancient parish, and a clerk appointed by the incumbent of such a district has no right to what may be denominated the ecclesiastical parochial burial fees. I have not overlooked, and it may not be out of place here to allude to the clause where the commissioners represent to the council that it appears expedient that banns of matrimony should be published and that marriages, baptisms, churchings, and burials should be solemnised or performed in the said church of St. Thomas's, Wigan, and that all the fees to arise therefrom should be paid and belong to the incumbent of such church for the time being, and, *semble*, to his accessory, the clerk. This was a common form, including trite expressions so often retained in the language of official documents when changes by law or by circumstances have rendered them partially or wholly effete, and indeed inaccurate. Such is the case here. There was no burial-ground as a fact, and in law we know that Orders in Council are not creators of, but must follow and subserve the law.

The verdict will be for the defendant, or a nonsuit if the plaintiff so elects.

Case refused. Costs granted to defendant.

CITY AND COUNTY OF LICHFIELD.—The next quarter sessions will be held on Wednesday, Oct. 27. Recorder, H. W. Cripps, Esq.; Clerk of the Peace, Mr. C. Simpson. Eight days' notice of appeal is required.

CITY OF BATH.—The next quarter sessions for this city will be held on Friday, Oct. 22. Recorder, T. W. Saunders, Esq.

BOROUGH OF BANBURY.—The next quarter sessions will be held on Wednesday, Oct. 20. Recorder, A. S. Hill, Esq., Q.C., M.P.; Clerk of the Peace, Mr. D. P. Pellatt. Ten days' notice of appeal is required.

CORONERS' INQUESTS.—The number of inquests held in England and Wales has shown little variation from year to year of late. For the last five years it has ranged between 24,600 and about 25,000; in 1868 it was 24,774. The inquests of 1868 were held upon 17,476 male persons, and 7298 females: 6796 of these persons were not more than seven years old; 1791 were children above seven but not sixteen years old; 11,802 were persons between sixteen and sixty; 4052 aged persons above sixty; and there were 333 whose ages are not specified. Nearly a fourth of the children under seven years of age were illegitimate; but, according to the Registrar-General's returns, only one in sixteen or seventeen of the children born in England and Wales is illegitimate. The contrast between the two numbers tells its own story, or, if that be not enough, we may take a lower age; inquests were held in 1868 upon 3902 infants not more than a year old, and 1153 of them were illegitimate—nearer one in three than one in four. The verdicts of coroners' juries at the inquests of 1868 were as follows:—In 261 cases murder; in 235 manslaughter; in 3 justifiable homicide; in 1536, suicide; in 11,033, accidental death; in 157, injuries from causes unknown; in 2824, found dead; in 320, excessive drinking; in 110, disease aggravated by neglect; in 191, want, cold, exposure, &c.; in 8094, death from other natural causes. The number of verdicts of murder exceeds the number of murders reported by the police, because in many instances the jury on the trial reduced the crime to manslaughter or concealment of birth, and the police return conforms to the decision of that jury. The number of coroners' inquests' verdicts of murder in England and Wales was 221 in 1862, 270 in 1863, 246 in 1864, 227 in 1865, 272 in 1866, 255 in 1867, 261 in 1868; and it is a startling fact that about two-thirds, sometimes more, are cases of infanticide. In 1863 166 of the verdicts of murder were on inquests upon infants not more than a year old; in 1864, 203; in 1865, 175; in 1866, 166; in 1867, 149; in 1868, 166. It is not uncommon that half of these verdicts, but in 1868 only 43 per cent., are given in the county of Middlesex; it is difficult, however, to discern how far our criminal returns represent the state of crime, and how far they are affected by more or less strictness in the administration of the law. Practically, the punishment for child murder, as our law stands, is two years' imprisonment for concealment of birth. The number of verdicts of suicide in England and Wales averaged 1306 a year 1856 to 1862; was 1335 in 1863, 1337 in 1864, 1397 in 1865, 1360 in 1866, 1356 in 1867, but rose suddenly to 1546 in 1868. In Yorkshire the number increased from 150 in 1867 to 165 in 1868; in Lancashire from 134 to 197; in Middlesex, from 227 to 274. In the city of London and borough of Southwark the number is stated at 23 men and nine women in both years. Suicide is nearly three times as frequent among men as it is among women; in 1868 the number of suicides was 1138 males and 408 females. There are in England and Wales more than 300 places for which coroners are appointed; in 1868 there were 75 in none of which were so many as ten inquests held.

PRISON WASTE.—The report of the Inspectors-General of Prisons in Ireland for last year shows that, however admirable the Irish convict system may be, the county and borough prisons of that country at any rate are neither more economical nor more reformatory than our own. "The annual cost of each prisoner lodged in the county gaol at Trim averaged 83l. 17s. 4d. In seven gaols the average cost was 60l. and upwards, and in twenty-seven it averaged more than 40l. for each inmate during the year." And we learn that the average net cost of each prisoner throughout the island for the year amounted to 36l. 11s. 1d., a sum which, we believe, is about equal to the pay of the constabulary! Is it not monstrous that in a country so heavily taxed, and where the necessities of life are so cheap, its criminals should cost individually as much as the members of a force perhaps unequalled in physique, intelligence, trustworthiness, and firmness under the most trying circumstances? Again, to illustrate this point still further, "In Meath the proportion of staff charges for each

prisoner in 1868 was 51l. 15s. 8d.; in Tipperary, North, 44l. 1s. 5d.; in Leitrim, 40l. 11s. 2d.; and in Carlow, 39l. 0s. 7d." These exorbitant charges are caused by the keeping up of a separate prison for each county and division of a county, and even for most of the boroughs. Thus in Meath, where we have just seen the staff charges to be so high, the average daily number of prisoners confined was only 22; in North Tipperary, only 29; in Leitrim, only 20; and in Carlow, only 20; while in Antrim, where the average daily number of prisoners amounted to 247, "the staff charges were 7l. 9s. 11d." Surely it is time to shut up these local gaols, and substitute for them, according to the recommendation of the inspectors-general, one for each sex, under direct Government management. So much for the costliness of these prisons. Let the following quotation from the report speak for the reformatory inefficiency of the wasteful punitive labour carried on in them: "Of the 6421 females committed in 1868, 1746 were recommitted during the year; of these 756 four times and upwards. 565 of these women have been in gaol twenty-one times and upwards; 452 from twelve to twenty times; 748 from six to eleven times; and 1815 have two, three, four, and five committals recorded against them. Thus a small number of females, recommitted month after month, and year after year, occupy the gaols of the country, some spending eight, nine, and ten months of the year in prison, and occasionally recommitted within a few days, or perhaps hours, after being discharged from a previous imprisonment. . . . Twenty-five per cent. of the females committed in 1868 had been more than seven times previously in prison, and deducting the number of those committed for the first time in that year the commitments of the remaining females averaged twelve for each of their number, while the commitments of males so circumstanced show an average of five only for each individual." To this remarkable statement is appended a table, from which it appears that one of those female prisoners had been committed 199 times, one 224 times, and one 267 times! We are full of good resolutions respecting Ireland just now; here is a fine field, where no class prejudices will interfere, ready to the hand of any ardent reformer in want of work. Is there none such to be found who will help the overworked taxpayer to cut down the wasteful expenditure we have shown to be going on?—*Pall-Mall Gazette.*

REAL PROPERTY LAWYER AND CONVEYANCER.

NOTES OF NEW DECISIONS.

STAMP ACT—SHARES—TRANSFER—RESIDUE.—A testator by will bequeathed the residue of his "moneys, securities for moneys, goods, chattels, personal estate, and effects (subject to the payment of debts, &c., and legacies), unto A. and B., their executors, administrators, and assigns, and the survivors of them, upon trust, to call in, sell, and convert into money such part thereof as should not consist of money or securities for money, and stand possessed of the moneys arising by such sale and conversion, and all other his residuary personal estate in trust, to pay 3000l. to C., and the residue unto his (the testator's) nephew, R. H.; and he appointed A. and B. executors. All the debts and all the legacies which had become payable (including the said 3000l. to C.) were duly paid and discharged by the executors out of the personal estate and rents of the real estate, and several outstanding mortgage securities, made and granted to the testator in his lifetime, of sufficient amount for the purpose, were appropriated and set apart by them to meet certain other legacies bequeathed by the will, in which life interests were thereby directed to be paid to certain persons named. The residuary personal estate consisted (*inter alia*) of certain shares in the L. Gaslight Company, and several principal sums of money secured on several mortgages, transfers of mortgages, further charges, bonds, notes, and other securities, and it had not been necessary for any of the purposes of the will to call in, sell, or convert into money any portion of such residuary estate. At the request of R. H., the residuary legatee, A. and B. agreed, as such trustees and executors as aforesaid to transfer to him the above-mentioned shares and principal sums of money, and a deed dated 1st June 1866, and made between the said A. and B. of the one part, and R. H. of the other part, was accordingly prepared and executed, which recited all the facts and matters above stated. By the first testamentary clause of the deed all the said gas shares and also all the several principal sums of money secured by the said

several mortgages, &c. specified in three several schedules therein underwritten, and all interest, &c., together with the said several mortgage deeds, were assigned and transferred by the said A. and B. unto the said R. H., his executors, administrators, and assigns absolutely. By a second testatam clause, "to the intent that the several hereditaments comprised in the said several mortgages, &c. might be duly vested in the said R. H., his heirs and assigns," all the messuages, &c., comprised in the said several mortgages, &c., were granted and conveyed by the said A. and B. unto and to the use of the said R. H., his heirs and assigns for ever, subject to the equity of redemption then subsisting therein respectively: The aggregate amount of the several principal sums secured by the several mortgage deeds was 32,499l.: Held, by the Court of Exchequer (Kelly, C. B. and Bramwell, Channell, and Cleasby, BB.), that the deed on the face of it was a technical, substantial, and real transfer both of the gas shares and the mortgages specifically to R. H., and as such came within the description of the Act of Parliament, and was therefore liable to the stamp duty of 10l. 12s. 6d., assessed as follows:—As a transfer of shares in the stock of the L. Gas Company, "not otherwise charged under the heads of mortgage or of conveyance" (53 Geo. 3. c. 184, schedule, tit. "Transfer"), to a duty of 1l. 10s.; as a transfer of mortgages for 32,499l., to an *ad valorem* duty (under 28 & 29 Vict. c. 96, s. 17) of 6d. per 100l., 8l. 2s. 6d., and to a progressive duty of 1l. *Semble*, had the bequest of the residue been directly to R. H., instead of to the executors in trust for him, no deed of transfer from the executors would have been necessary in order to vest the shares and mortgages in him: (*Hall v. The Commissioners of Inland Revenue*, 21 L. T. Rep. N. S. 151. Ex.)

WILL.—CONSTRUCTION.—THE WORD "SURVIVING" TO BE READ AS "OTHER."—In the construction of a will every word is to have its natural, that is, its ordinary meaning unless there be sufficient reason to the contrary. Where, therefore, a testatrix devised all her real and personal estate upon trust to sell and convert same, &c., and directed her trustees to stand possessed, the residuary personalty upon trust to invest, &c., and as to one-fourth to pay the income to her daughter F. C. for life, and after her death to "assign, transfer, and make over" same to and amongst her children, to be "assigned, transferred, and paid" at twenty-three, any child attaining twenty-three in the lifetime of F. C. was to acquire a "vested interest." In case of the death of F. C. without leaving "any such child or children," testatrix directed her trustees "to pay, and apply, and dispose of" the income of the fourth to and amongst her (the said testatrix's) surviving daughters." As to the remaining three-fourths she made similar dispositions for the benefit of her other three daughters, with particular directions in the event of the deaths of all the four daughters without leaving children, for the testatrix's next of kin. One of the daughters died without having been married. Another daughter died leaving children, of whom four attained the ages of twenty-three: Held, that the children of a deceased daughter were entitled to participate in the share of the daughter so dying, and that the word "surviving" in the will must be read as "other." (*Badger v. Gregory*, 21 L. T. Rep. N. S. 137. V.C.J.)

CONVERSION.—REAL ESTATE.—ASSIGNMENT OF PERSONAL ESTATE.—A testator devised his real estate to trustees upon trust to pay the rents and profits thereof to his wife during her life, if she should so long continue his widow, and after her death or marrying again to hold the same in trust for all his children who should then be living as tenants in common, subject to a proviso that it should be lawful for the trustees for the time being, if they should in their discretion think it expedient so to do, upon the death or second marriage of his said wife, to sell his real estate; and he directed the trustees to divide the moneys to arise by any such sale amongst all his children, who should be then living, in equal shares. During the lifetime of the tenant for life, H., one of the children, assigned all his personal estate in possession, remainder, or expectancy to trustees for the benefit of his creditors; and afterwards he took the benefit of the Insolvent Debtors' Act. Upon the death of the tenant for life, the trustees sold the real estate under the power contained in the will: Held, that there was no conversion, and

that the assignee in insolvency, and not the trustees of the composition-deed, was entitled to H.'s share of the proceeds of the sale of real estate: (*Re Ibbitson's Trust*, 21 L. T. Rep. N. S. 163. M.R.)

SETTING ASIDE A DEED.—A release executed by a person ignorant of his rights, and where it was shown that he had no intention to release them was set aside: (*Phelps v. Amcott*, 21 L. T. Rep. N. S. 167. V.C.J.)

JOINT-STOCK COMPANIES' LAW JOURNAL.

NOTES OF NEW DECISIONS.

PRIVATE BILL.—EXTENSION OF BRANCH RAILWAY.—Two railway companies competed for traffic between the towns of M. and B., the distance by the L. and N. W. route being seventeen, and by the L. and Y. route under eleven miles. In 1865 the L. and N. W. Co. promoted a Bill for a branch which stopped about midway between the two towns, and they now proposed by an omnibus Bill to extend the branch to B., thus completing a new route, and reducing the distance from seventeen to twelve miles. The L. and Y. were allowed a *locus standi* against the Bill of 1865, and it was now contended that their appearance at that time shut them out from opposition to a mere prolongation of the branch line then authorised: Held, however, that they were entitled to a *locus standi* against the present Bill: (*London and North-Western Railway Bill*, 21 L. T. Rep. N. S. 157. Court of Referees.)

HARBOUR.—RAILWAY.—LANDOWNER.—LOCUS STANDI.—A temporary occupation of land by the promoters of a Bill for the purposes of their undertaking, gives to petitioners against the Bill no right to a *locus standi*. Thus, where the Harbour Board of D. proposed a temporary occupation of land within certain specified limits, which included the petitioners' line of railway: Held, that the petitioners, who alleged that ground of opposition, could not be heard against the Bill: (*Dundee Harbour Bill*, 21 L. T. Rep. N. S. 158. Court of Referees.)

CONTRIBUTORY.—INFANT.—ACQUIESCENCE.—Shares were transferred to B., an infant. After he had attained twenty-one, a solicitor attended chambers on his behalf, and for a number of other persons to oppose the making of a call. This was held not to be such a distinct act of acquiescence on the part of B. as to preclude him from afterwards applying to have his name struck off the list of contributories on the ground of infancy: (*Wilson's case*, 21 L. T. Rep. N. S. 164. M.R.)

FORFEITURE.—PAST MEMBER.—COMPANIES ACT 1862, s. 38.—B.'s shares were forfeited for nonpayment of a call, within one year prior to the commencement of the winding-up. The articles of association provided that such forfeiture should involve the extinction of all interest in, and claims and demands against the company in respect of the shares forfeited, and all other rights incident to them; but that any member whose shares had been forfeited should, notwithstanding, be liable to pay to the company all calls owing on such shares at the time of forfeiture. B. was held liable to be placed on the list of contributories as a past member of the company: (*Creyke's case*, 21 L. T. Rep. N. S. 165. V.C.M.)

AMALGAMATION.—ULTRA VIRES.—ACCEPTANCE OF SHARES.—LIABILITY OF SHAREHOLDER ACTING AS DIRECTOR.—The articles of association of the L. and N. Co. provided (in effect) that the power of appointing directors should vest in the shareholders, and that upon any amalgamation or sale of its business an extraordinary general meeting should approve and sanction it. That company entered into an agreement with the I. Co. for an amalgamation, and it was provided that the property of every kind of the latter should be transferred to the former; that the board of directors of the amalgamated company should consist of a stated number of members of each of the boards of the two companies, who were to be selected by themselves, and that the proposal should be sanctioned by the shareholders of both. S. and W. had been directors of the I. Co., and became entitled to shares under the agreement; they were entered on the register in respect of them, certificates were made out and forwarded, both of them were chosen to be directors of the amalgamated company, and both acted. The agreement was never ratified by the L. and N. Co., or by the amalga-

mated company: Held, under these circumstances, that S. and W. were not contributories of the amalgamated company, inasmuch as the agreement for amalgamation was *ultra vires*, and therefore void from the beginning; and as the allotment of shares to S. and W. was purely part of the amalgamation, and not a separate and independent contract on their part to accept shares: (*Stace and Worth's case*, 21 L. T. Rep. N. S. 182. L.J.J.)

LAW STUDENTS' JOURNAL.

EXAMINATION OF ARTICLED CLERKS.

The following circulars have been issued by the Incorporated Law Society:—

INTERMEDIATE EXAMINATION.

Sir,—I am directed by the Examiners appointed for the Intermediate Examination of persons under articles of clerkship to attorneys, to inform you that Thursday, the 11th November, is the day appointed for the examination, and that candidates for examination are to attend on that day at half-past nine in the forenoon, at the hall of the Incorporated Law Society, Chancery-lane, London. The examination will commence at ten o'clock precisely, and close at four o'clock.

I have to remind you that your articles of clerkship and assignment, if any, with answers to the questions as to due service, according to the regulations approved by the judges, must be left with me on or before Monday the 25th October; and in case your articles and testimonials of service have been deposited here, they should be re-entered, the fee paid, and the answers completed on or before the 25th October. No candidate will be examined who shall not have complied with these conditions, or whose testimonials as to service or conduct shall not be satisfactory to the Examiners.

On the day of examination papers will be delivered to each candidate, containing questions to be answered in writing, selected from the works specified by the Examiners; and a paper of questions on bookkeeping.

If you apply to be examined under the 4th section of the Attorneys Act 1860, you may, on application, obtain copies of the further questions relating to the ten years' service antecedent to the articles of clerkship; and such questions, duly answered, must be left with your articles, &c., on or before the 25th October. (a)

Fee, each term, on articles and testimonials of service, 5s.—not to be sent in postage stamps.

I am, Sir, your very obedient servant,
11th October 1869. E. W. WILLIAMSON,
Secretary.

FINAL EXAMINATION.

Sir,—I am directed by the Examiners appointed for the examination of persons applying to be admitted attorneys, to inform you that Tuesday the 9th and Wednesday the 10th November are the days appointed for the examination, and that candidates for examination are to attend on those days at half-past nine in the forenoon of each day, at the hall of the Incorporated Law Society, Chancery-lane, London. The examination will commence at ten o'clock precisely, and close at four o'clock.

I have to remind you that your articles of clerkship and assignment, if any, with answers to the questions as to due service, according to the regulations approved by the judges, must be left with me on or before Monday the 1st November. If your articles were executed after the 1st Jan. 1861, the certificate of your having passed the Intermediate Examination should be left at the same time; and in case your articles and testimonials of service have been deposited here, they should be re-entered, the fee paid, and the answers completed on or before the 1st November.

If you apply to be examined under the 4th section of the Attorneys Act 1860, you may, on application, obtain copies of the further questions relating to the ten years' service antecedent to the articles of clerkship; and such questions, duly answered, must be left with your articles, &c., on or before the 1st November. (a)

Where the articles have not expired, but will expire during the term, or in the vacation following such term, the candidate may be examined conditionally; but the articles must be left on or before the 1st November and answers up to that time. If part of the term has been served with a barrister, special pleader, or London agent, answers to the questions must be obtained from them as to the time served with each respectively. No candidate will be examined who shall not have complied with these conditions, or whose testimonials as to service or conduct shall not be satisfactory to the Examiners.

On the first day of examination papers will be delivered to each candidate, containing questions

(a) Candidates who have already proved to the satisfaction of the Examiners the ten years' antecedent service are not required to leave replies to the further questions again.

to be answered in writing, classed under the several heads of—1. Preliminary; 2. Common and Statute Law, and Practice of the Courts; 3. Conveyancing.

On the second day further papers will be delivered to each candidate, containing questions to be answered in—4. Preliminary; 5. Equity, and Practice of the Courts; 6. Bankruptcy, and Practice of the Courts; 7. Criminal Law, and Proceedings before Justices of the Peace.

Each candidate is required to answer all the preliminary questions (Nos. 1 and 4); and also to answer in three of the other heads of inquiry, viz.:—Common Law, Conveyancing, and Equity. The Examiners will continue the practice of proposing questions in Bankruptcy and in Criminal Law and Proceedings before Justices of the Peace, in order that candidates who have given their attention to these subjects may have the advantage of answering such questions, and having the correctness of their answers in those departments taken into consideration in summing up the merit of their general examination.

Fee, each term, on articles and testimonials of service, 15s.—not to be sent in postage stamps.

I am, Sir, your very obedient servant,
11th October 1869. E. W. WILLIAMSON,
Secretary.

MARITIME LAW

NOTES ON NEW DECISIONS.

BOTTOMRY — HYPOTHECATION OF CARGO — ADVANCES OF FREIGHT — COMMISSION.—A ship, on a voyage from Galveston, United States, to Liverpool, put into Bermuda disabled. The master wrote to the owners of the ship and cargo, and meanwhile, to avoid delay and loss, commenced repairing the ship. The repairs were completed, and the master then, fearing detention of the ship, and having received no replies from the owners of the ship and cargo, raised money to pay for the repairs on bottomry of the ship, freight and cargo. The lenders were not the repairers of the ship. In a suit by the bondholders against the owners of the cargo. Held (affirming the judgment of the court below), that the bond was valid and bound the cargo. The necessity which will validate the hypothecation of a cargo by bottomry, is a high degree of need, arising when choice is to be made of one of several alternatives, under the peril of severe loss, if a wrong choice should be made. And any combination of events which should prevent the completion of the voyage with profit, unless money should be obtained by bottomry, would raise the question whether there was need for bottomry in such high degree as to create a necessity. If, though the repairs are complete, yet the ship cannot leave the port until they are paid for, the completion of repairs is an immaterial fact in estimating the degree of need for bottomry. The possibility of communication with the owners of the ship or cargo must be construed by estimating the cost and risk incidental to the delay from the attempt to make such communication, and the probability of failure, after every exertion made. Advances, not stipulated for in the charter-party, were obtained by the captain from the charterer. The receipt, given by the former, promised to pay the said advances "out of the proceeds of 10% per cent. per annum and charges for insurance." Held (reversing the judgment of the court below), that the sums obtained were advances of freight to be repaid by deductions from freight, if earned; and if not earned, then to be lost by the charterer, unless he should have used the stipulated premium in insuring. A usage to establish a right to deduct commission for obtaining the charter from the freight as against the holder of a bottomry bond, must be distinctly proved: (*The Karnak* 21 L. T. Rep. N. S. 159. Priv. Co.)

COUNTY COURTS.

ATTLEBOROUGH COUNTY COURT.

Friday, Sept. 17.

(Before CARLOS COOPER, Esq., Deputy-Judge.)

CLOWES v. COLMAN.

Fees of steward of the manor—Payment by cheque.

The amount for which the summons in this case was taken out was 5*l.* odd, for fees payable to the plaintiff in his capacity of steward for the manor of West Harling, for the admission of the defendant to some copyhold purchased by him.

Brooke appeared for the plaintiff.

Mr. Colman conducted his own case.

It seemed that on the previous Saturday the defendant had sent a cheque for the amount less 6*s.* 8*d.*, which was really all the difference in dispute; but as the cheque did not reach Attleborough till after office hours, it was held not to be a payment (strictly speaking, County Court registrars are not bound to recognise cheques as payments at all) within five clear days, so as to entitle the defendant to judgment—that is, supposing when the trial be established, that he had paid in sufficient to cover his liability.

Mr. Colman resisted his responsibility for any more than he had paid in chiefly on the ground that a sovereign had been charged for two proclamations instead of 13*s.* 4*d.*, the latter Mr. Colman alleged being the customary fee, whereas he only knew of one; but he would not undertake to swear that two had not been made.

The plaintiff and his clerk distinctly deposed to two proclamations having been made, and that all the charges were fair and reasonable; and upon this evidence his Honour gave judgment for the full amount, with costs.

CAMBRIDGE COUNTY COURT.

Thursday, Aug. 19.

(Before JOHN COLLYER, Esq., Judge.)

CUSTANCE v. BIDWELL.

Action remitted from Superior Court—Procedure.

In an action of tort remitted from the Court of Queen's Bench to a County Court:

Held, that the course of procedure as to summing up defendant's case was the same as if the action had been tried at Nisi Prius.

Where C. gave B. a bill of sale, which was satisfied, and afterwards returned to C. as a security for other advances:

Held, that under the plea of leave and licence, the plaintiff was entitled to recover, but that an equitable plea would have succeeded, and under the circumstances only nominal damages were given.

This was an action sent down to the Cambridge County Court for trial, by an order of Baron Bramwell, and the following is the case as disclosed by the pleadings.

Declaration. George Custance sues Thomas Bidwell, for that the defendant on divers days and times broke and entered a certain messuage or dwelling-house, shop, and premises of the plaintiff, situate in Histon-road, in the parish of Chesterton, in the county of Cambridge, and made a noise and disturbance therein for long times, and broke open and to pieces the door of the said messuage and dwelling-house, and during the times aforesaid seized and took the household furniture and effects, and also a pony and cart and harness, then being in and on and about the said messuage or dwelling-house, shop and premises. By means of which said premises the plaintiff and his family were much annoyed and disturbed in the possession and enjoyment of the plaintiff's said messuage or dwelling-house, shop, and premises. And the plaintiff was and is greatly injured in his trade and business of a butcher carried on by him in the said messuage, dwelling-house, shop, and premises.

And the plaintiff also sues the defendant for that before the committing by the defendants of the grievances hereinafter mentioned, the plaintiff was and is a butcher and carried on and carries on the trade and business of a butcher in and upon a messuage, shop, and premises situate in Histon-road, in the parish of Chesterton, in the county of Cambridge, and the plaintiff, being indebted to the defendant in a certain sum of money, to wit, 25*l.* 7*s.* 6*d.* on the 16th Sept. 1868, gave and executed to the defendant in consideration of the said debt owing to him, a bill of sale of plaintiff's household furniture and effects, and also of plaintiff's pony and cart, and harness respectively being in and upon his said house and premises, and whereby the plaintiff assigned the same to the defendant, subject to a condition therein, whereby it was agreed that if the plaintiff should pay to the defendant the said sum of 25*l.* 7*s.* 6*d.* on the 16th Dec. 1868, the said bill of sale should be void; but that if default should be made by the plaintiff in the payment of the said sum of money on the day aforesaid, it should be lawful for the defendant immediately on or at any time thereafter to enter upon plaintiff's said premises, and to sell and dispose of the plaintiff's said household furniture, and effects, pony cart and harness by auction or by private contract, and to deduct the said debt out of the proceeds of such sale, and afterwards and before the committing by the defendant of the said grievances, and before the said 16th Dec. 1868, and on the 1st Dec. 1868 the plaintiff duly paid to the defendant the said debt or sum of 25*l.* 7*s.* 6*d.*, which payment the defendant accepted and received of the plaintiff, and the said debt was thereupon then satisfied and discharged, and the said bill of sale according to the terms thereof became and was and is void and was given up by

the defendant to the plaintiff satisfied, yet the defendant well knowing the said several premises afterwards, and after the said 16th Dec. 1868, intending to injure the plaintiff wrongfully and maliciously publicly advertised, and caused to be publicly advertised, and wrongfully and maliciously issued and published, and caused to be issued and published and posted up, and against public walls and places, divers, and very many public placards, stating that the plaintiff's said household furniture and effects, and also his said pony cart and harness were to be sold by public auction by one Octavius Parker on a future day and time mentioned in the said placards upon the plaintiff's said messuage and premises under the said bill of sale, and the defendant wrongfully and maliciously kept and continued the said public placards of the alleged proposed sale posted up, and against public walls and places, exposed to public view for a long time. By means of which said premises the plaintiff was and is greatly injured in his said trade and business of a butcher, so by him carried on in his said premises, and his credit in his said business has been and is greatly injured. And he has been and is otherwise greatly damaged and aggrieved.

And the plaintiff also sues the defendant for money payable by the defendant to the plaintiff for money had and received by the defendant for the use of the plaintiff, and for money found to be due from the defendant to the plaintiff on accounts stated between the plaintiff and defendant. And the plaintiff claims 200*l.*

Pleas: 1. As to the first and second counts, not guilty. 2. As to the first and second counts, says that he did what is complained of by the leave of the plaintiff. 3. And for a third plea the defendant, as to the first count, says that the said messuage or dwelling-house, shop, premises, furniture, effects, pony cart and harness, in the first count mentioned, were not, nor were any of them, the plaintiff's as alleged. 4. And for a fourth plea, the defendant, as to the second count, says that after the payment of the said sum of 25*l.* 7*s.* 6*d.*, and after the said bill of sale had become void, and after the same had been given up so satisfied as aforesaid, and before the committing of the said grievances, the plaintiff duly assigned to the defendant the said household furniture and effects, and the said pony cart and harness, in order to secure a certain other debt and certain other moneys then due and payable from the plaintiff to the defendant on the terms that in the event of the plaintiff neglecting to pay the said last-mentioned debt and moneys to the defendant on demand, it should be lawful for the defendant to sell the said furniture, effects, pony, cart, and harness by public auction or private contract, and out of the proceeds to satisfy the said last-mentioned debt and moneys, and for the purpose of the said sale to issue and publish and post up against public walls and places in the neighbourhood placards announcing the said sale; and the defendant says that afterwards, and before, and at the time of committing of the alleged grievances, the said last-mentioned debt and moneys being in hand after demand thereof duly made by the defendant on the plaintiff, and all things necessary on that behalf having been done and happened, and all times having elapsed necessary to entitle the defendant to exercise the said power of sale, and to sell the said assigned property by public auction for the purpose of realising the said security without any malice duly issued and published and posted up against public walls and places in the neighbourhood of the said intended sale placards announcing the said intended sale, which are the grievances complained of. 5. Never indebted as to last count of declaration.

Naylor for the plaintiff.

Cockerell for the defendant.

The plaintiff was a butcher residing at Chesterton, and having become indebted to the defendant, he gave him a bill of sale of his household furniture and effects, which was satisfied on the 1st Dec. 1868. Subsequently the plaintiff again became indebted to the defendant, and on the 14th Dec. the plaintiff redelivered the bill of sale to the defendant, stating that he was in difficulties, and requesting the defendant to hold it for his own and the plaintiff's protection. The plaintiff was indebted to the defendant in the sum of 53*l.*, when on the 6th Jan. plaintiff's wife communicated with defendant, and in consequence he saw her, when she stated her husband was in difficulties, and she wished him to enter under the bill of sale. Accordingly a seizure was made under the old bill of sale, and hence the action.

Cockerell, at the close of defendant's case, summed it up; his Honour stating he should adhere to the same course of procedure as existed in the Superior Courts in cases remitted to him for trial.

His Honour, in giving judgment, said the defence could not be sustained in point of law, as possession could not be taken on a bill of sale which had previously been satisfied; but he thought that an equitable plea would have been successful. He considered the plaintiff had sus-

tained no substantial injury, and the judgment would be for one farthing damages.

Judgment accordingly.

BANKRUPTCY LAW.

LIVERPOOL BANKRUPTCY COURT.

Monday, Sept. 13.

(Before Mr. Deputy-Commissioner YATE LEE.)

Re HURST.

Bankruptcy Act 1861, ss. 1 and 101—Bankruptcy Act 1849, s. 112—Application for release—A second arrest in respect of same judgment.

Held, that a creditor's common law rights against his debtor are not affected by a pending bankruptcy, unless the bankrupt holds a protection:

Held, that the protection granted by a registrar to a debtor in prison, by virtue of sect. 101 Bankruptcy Act 1861, when unlimited, and not revoked or withdrawn during the prosecution of his bankruptcy, is sufficient to satisfy the terms of the latter portion of sect. 112 Bankruptcy Act 1849, and prevent the original execution creditor arresting his debtor a second time.

Quære, ought not the protection granted under sect. 101 to be withdrawn on the bankrupt's surrender at the bankruptcy court, and in lieu thereof the protection specified in sect. 112 to be granted?

This was an application for release from prison under somewhat exceptional circumstances. The bankrupt, a biscuit manufacturer in Beau-street, was arrested and lodged in the borough gaol on the 9th Feb. last, under a warrant issued in respect of a judgment recovered in the Liverpool Court of Passage for a debt of 25*l.* due to Mr. J. M. Winchester, of Lord-street. Here remained in prison until the 19th March following, when the registrar of the Bankruptcy Court, on the occasion of his usual monthly visit, examined the debtor, adjudicated him bankrupt, and in the form prescribed by the rules and orders framed for carrying out the provisions of the Bankruptcy Act, directed his release, and granted him protection from all claims, debts, or demands then owing by him. The bankrupt in due course surrendered at the Bankruptcy Court, where the proceedings had been ordered to be prosecuted, and, as is the practice in such cases, the usual order of protection was granted to him by the court until the first meeting of creditors, and then renewed until the sitting appointed for last examination. At that and several adjourned sittings the bankrupt appeared, but being opposed and his accounts requiring amendment, the case finally stood over till the 2nd July last. On that day the last examination, through the bankrupt not being prepared to comply with the order of the court by paying the costs of several previous sittings, was on his own election, adjourned *sine die*, and a month's protection only granted, but no order was made revoking the original general protection granted to the bankrupt when in prison. Notwithstanding such last-named protection, the bankrupt was on the 27th Aug. last a second time arrested and lodged in gaol under a warrant issued in respect of the same debt as he was previously arrested for and discharged from by the registrar in March.

Dr. Commins, barrister, appeared for the bankrupt.

Barrell, solicitor, for the execution-creditor.

Commings, in support of the application, submitted that the creditor had no legal right to arrest his debtor a second time upon the same judgment; but that on the adjudication of bankruptcy and the release of the bankrupt from the detainer of the execution-creditor the remedy of the latter was confined to his proof of debt under the bankruptcy.

Barrell, in opposition, argued upon the authority of the cases of *Ex parte Kimberley*, 12 L. T. Rep. N. S. 291, and *Rotherham v. Lelliott*, 14 L. T. Rep. N. S. 802, that where the last examination of a bankrupt was adjourned *sine die*, without protection, the court had no jurisdiction to entertain the application for release. The only power invested in the court was that conferred by the 112th section, and that applied only to the case of a bankrupt who at the time of his arrest enjoyed protection. He further submitted that if the arrest was illegal the court out of which the process issued could alone set it aside.

Commings, in reply, said he did not move under the 112th sect., but under sect. 1 of the Bankruptcy Act 1861, which conferred upon the court all the powers of the Superior Courts, and under which section continual applications were granted for the release of debtors who had executed trusts. There was no specific provision in the latter case authorising a debtor who had registered a deed under sect. 192 to be released, yet in the early cases the common law courts when applied to had ruled the Court of Bankruptcy to be the proper tribunal, and that court had since

always entertained such applications. He also contended that an order from the court which issued the original execution ought to have been obtained prior to any second warrant of arrest being issued; and, further, that by the terms of the latter portion of the 112th section the creditor was precluded from arresting the bankrupt unless he were without protection; and therefore here, where a general order of protection was granted at the time of the adjudication, and was still in existence, the arrest was clearly bad.

His HONOUR, in giving judgment, said he was of opinion that the adjudication and order of release by the registrar in March last did not restrict or affect the right of the execution-creditor to arrest and detain his debtor a second time, providing he was without protection; but, as under the exceptional provisions of the 101st section of the Bankruptcy Act 1861, a general protection had been granted to this bankrupt from all debts proveable under the bankruptcy, and, as that protection had never been specifically revoked or withdrawn, although it had been supplemented in accordance with a practice of the court, by a duplicate protection which had expired at the time of the arrest, he should hold the second arrest by the same creditor at a time when the bankrupt held a general protection to be in contravention of the latter portion of the 112th section of the Bankruptcy Law Consolidation Act 1849, and therefore illegal. The cases cited in argument he considered distinguishable from that before the court, as there the bankrupts were without any protection; but here a general protection was given and had never been specifically withdrawn. Section 1 of the Act of 1861 conferred upon the court all the powers of the Superior Courts for the purpose of carrying out its provisions, and as one of those provisions had been contravened by the arrest of this bankrupt, he should make order that he be forthwith released.

*Notice of appeal was given, and a deposit of 10*l.* ordered.*

CORRESPONDENCE OF THE PROFESSION.

[NOTE.—This department of the LAW TIMES being open to free discussion on all professional topics, the Editor is not responsible for any opinions or statements contained in it.]

SIR WILLIAM DRAKE.—I have just seen your eulogium on the new knight whose electioneering services have been thus honoured. It is understood here that he was the agent by whom the engagement was made on the occasion of the petition against the return of Mr. Barclay and Lord William Hay in 1865 that it should be withdrawn on the express pledge that no second candidate should be brought forward by the Liberals at the next election, and that Sir William Drake again acted for Mr. Barclay on the occasion of the last petition, when Mr. Serjeant Cox was induced to withdraw his petition against Mr. Barclay, on condition that the petition should be withdrawn against himself, and which engagement was no sooner performed by the Serjeant, than the petitioner refused to perform his part of the contract. If we are rightly informed as to this, how is your eulogium justified? If the accredited report is not true, it ought, in justice to all parties, to be contradicted by a frank statement of the facts.—I am, &c., yours,
Taunton, Oct. 9, 1869. TAUNTONIENSIS.

CUSTOMARY HEREDITAMENTS—COVENANT TO SURRENDER.—Mr. Wilson appears to have confounded a covenant to surrender with an actual surrender, and likewise the tenure called customary freehold with copyhold. In the case of customary freehold, which is the tenure of land in the manor of Langdale, the actual surrender is made by the deed of conveyance itself, upon the production of which at the manor court the steward admits; whereas copyhold hereditaments are surrendered in court (generally by the delivery of a wand, glove, or other symbol) and admittance thereupon granted. The steward of the manor of Langdale could not, therefore, admit E. F. upon the mere covenant from A. B. to surrender, as there was no actual surrender; and he was right in requiring the production of the deed of surrender according to the custom of the manor. I think, probably, the covenant which A. B. has entered into will be sufficient to enable E. F. to compel him to execute a proper deed of surrender upon the production of which the steward would at once admit. HARKSTEAD.

THE BRISTOL SOCIAL SCIENCE CONGRESS—CORRECTION OF A STATEMENT BY DR. WADDILOVE.—Amongst the papers read at the Bristol Social Science Congress was one by myself, entitled "the Dignity and Efficacy of English Law as diminished by the Capital Penalty." An interesting discussion ensued in which Sir John Bow-

ring, Mr. T. W. Saunders (the Recorder of Bath), Mr. Hurst, and other gentlemen, advocated the abolition of the death penalty, whilst Mr. Serjeant Cox and Dr. Waddilove argued for its retention. The *Bristol Daily Post*, in reporting the discussion, stated that Dr. Waddilove asserted that my paper was "evidently written before the abolition of public executions, and that he recognised it as precisely the same paper read under a different title five years ago at York." Two other local journals report similarly. As this remark conveys a most erroneous impression, and would also imply some disrespect, on my part, towards the Social Science Congress, a brief refutation is needful. Dr. Waddilove is a lively and humorous speaker, to whom I have repeatedly listened with interest; but in this case he has allowed his ready speech to outstrip fact. It is true that a paper on capital punishment (by Mr. Beggs) was read at the York Congress in Sept. 1864; but not only was its train of argument very different from my paper, but it did not contain a single fact or illustration used in the latter, which, in manuscript, contains thirteen pages, more than eleven of which consist of illustrative facts and confirmatory opinions, nearly all dating since 1864. For example, I have quoted in it the admissions of legal inefficiency made in Parliament by Mr. Home Secretary Bruce in 1869; the speech of Mr. Henley in support of Mr. Gilpin's Bill, also in 1869; the letter of Mr. Bright to Hon. M. H. Bovee on the sacredness of human life, written in 1868; the passage by Earl Russell advocating abolition, first published in the 1865 edition of his English Constitution; the striking statistics on criminal lunacy, prepared by Dr. Guy for the Statistical Society in 1869; and extracts from the evidence in support of abolition, given before the Capital Punishment Commission by Lord Chief Baron Kelly, Hon. George Denman, Mr. Serjeant Parry, Sir Walter Crofton, Mr. Frederic Hill, Capt. Cartwright, of Gloucester Gaol, Mr. Jessop, of Horsemonger-lane Gaol, and others. (That commission did not commence examining witnesses till Nov. 29, 1864, two months after the York Congress.) My paper further contained a list of M.P.s who supported Mr. Gilpin in 1869, and other statements of necessity are more recent than 1864. It was commenced in Aug. 1869, being prepared at the suggestion of Miss Mary Carpenter. One or two of the reasons for abolition alluded to in the York paper may have been also alluded to by me, as is almost unavoidable in treating of such a subject. But the general argument and all the illustrations and confirmations were very different. Dr. Waddilove is a doctor of civil law, and, as such, should be accurate and fair. But it is really difficult to account for his strange statement at Bristol. Perhaps he was, as on other occasions, indulging in jest. But jests of this nature would seem to indicate that he felt himself hard pressed to conceal the weakness of his own arguments, and that he therefore availed himself of the principle said to guide a certain class of practitioners at the Old Bailey, "When you have no other line of defence, abuse or ridicule the plaintiff's attorney."

WILLIAM TALLACK.

THE PRELIMINARY EXAMINATION.—To be articulated without passing this examination it is necessary to present a petition to the Lord Chief Justice of England, accompanied by testimonials as to character and abilities, praying his Lordship to grant an order to dispense with the examination. The petition is referred by his Lordship to the Council of the Incorporated Law Society, and after considering the circumstances of the case, as represented in the petition, they report thereon to the Lord Chief Justice; but there is now very little chance of obtaining an order, and I would advise any ten years' clerk intending to be articulated to prepare himself as well as he can for the examination and be examined in London; and if he does his best and makes known his case to the examiners, he may rely on those gentlemen dealing considerately with him.—AN UNSUCCESSFUL PETITIONER WHO HAS SINCE PASSED THE EXAMINATION, AND IS ARTICLED.

INTERMEDIATE EXAMINATION.—I am preparing for my Intermediate Examination, and shall be glad if any of your readers will answer me the following questions. 17 & 18 Vict. c. 113, s. 1 enacts, that the heir or devisee of real estate shall not claim payment of mortgage out of personal assets; 30 & 31 Vict. c. 69, s. 2, enacts that, in the construction of 17 & 18 Vict. c. 113, the word "mortgage" shall be deemed to extend to any lien for unpaid purchase-money upon any lands or hereditaments purchased by a testator. At p. 164, 8th edit., Williams on Real Property, it is stated that if a purchaser were to die intestate the moment after the contract, the equitable estate in fee simple which he had just acquired would descend to his heir-at-law, who would have a right to have the estate paid for out of the money and other personal estate of his deceased ancestor.

Prior to the passing of the last-mentioned statute, this was the case, but is it so now? Would not the lands descend to the heir-at-law charged with the payment to the vendor of the unpaid purchase-money? INTERMEDIATE.

NOTES AND QUERIES ON POINTS OF PRACTICE.

[N.B.—None are inserted unless the name and address of the writers are sent, not necessarily for publication, but as a guarantee for bona fides.]

Queries.

105. PEW-RENTS—INCOMING VICAR.—A. B. is the vicar of a London district church, where it is the custom of the churchwardens to collect the pew-rents six months in advance, and pay the same over to the vicar; in the event of the vicar dying before the expiration of the six months, having been paid the whole amount of the pew-rents collected, would the churchwardens be liable to the incoming vicar for a proportionate part of the amount they had already received and paid to the deceased vicar before his death and before becoming due, such collections being, as before stated, received and paid in advance. H. F.

106. DEED OF ASSIGNMENT—REAL ESTATE.—In 1835 A. B. executed a deed of assignment for the benefit of his creditors. The personal effects were sold shortly after, and a small dividend paid. The real estate has not yet been realised. Will anyone inform me whether the creditors are barred through lapse of time from a further dividend? B. C.

107. ENROLMENT OF CHAPEL DEED.—Is it necessary to enrol an enfranchisement deed of a chapel. The trust-deed of the chapel was duly enrolled at the time the chapel was built. The property being copyhold, the trustees recently enfranchised it, and then the estate became freehold; the question is, whether it is necessary that the enfranchisement deed should be enrolled in Chancery. My own view of it is, that it is not; but, as there are contrary opinions, I shall be obliged to any of your correspondents who can throw light on the point. (Vide the case of *Ashton v. Jones*, 3 L. T. Rep. N. S. p. 47.) W. W. C.

108. CRIMINAL LAW.—A summons heard in petty sessions contains a charge of stealing two articles; the prisoner pleaded guilty to having stolen one of them, but not guilty as to the other. Can the plea be necessarily considered and taken as a plea of guilty to both charges? Give authorities determining the effect of such a plea, and state what is the usual practice. T.

Answers.

(Q. 101.) LEASES AND SALES OF SETTLED ESTATES.—The question put by "P. O. T.," as I understand it, is whether the exception of "the principal mansion house, and the demesnes thereof, and other lands usually occupied therewith," contained in the 32nd section of the 19 & 20 Vict. c. 120, applies in the case of a lease of a farm and farmhouse, the farmhouse being the only building on the estate. It is a question of construction, and the rule of law upon the construction of all statutes is to construe them according to the plain, literal, and grammatical meaning of the words in which they are expressed, unless the construction leads to a plain and clear contradiction of the apparent purpose of the Act, or to some palpable or evident absurdity: (*Attorney-General v. Lockwood*, 9 Mee. & W. 398.) Another sound and recognised principle of construction is, that statutes shall not be presumed to alter the common law further or otherwise than the enactments have expressly declared: (*Arthur v. Bohenheim*, 11 Mod. 148.) Words in a statute, the meaning of which is well understood at common law, shall be understood in the sense given to them by the common law, unless a different sense is given to such word: (*Smith v. Harnan*, 6 Mod. 161.) I am not aware of any case bearing upon the words of the exception in the 32nd section of the Settled Estates Act, therefore I will attempt to answer the question of P. O. T. with the aid of the foregoing canons of interpretation, particularly the last. The statute is clearly an enabling one, passed for the promotion of agriculture, and to extend the common law power of leasing entailed and other life estates. The words of the exception requiring consideration are—"mansion house," "demesne lands," and "occupied therewith," each of these has a legal significance reconcilable with a plain, literal, and grammatical common sense meaning, and in that sense they are no doubt used in this statute. There is no special dignity or significance attaching to the expression "mansion house;" it is used in Sir Edward Coke's definition of a burglar (3 Inst. 63), and is synonymous with dwelling-house, wherein a person resides; a house wherein no man resides is not a mansion; but a chamber in a college, or an inn of court, which each inhabitant hath a distinct property in, is the mansion house of the owner (1 Hal. P. C. 556). "Demesne lands" (as distinguished from tenemental lands distributed or let by lords to their tenants) were those lands which the owners of manors kept in their own hands as necessary for the use of their families, and were called *terra domus*, being occupied by the lord or *dominus manorii*, and his servants. "Occupied therewith" has reference to and includes lands usually with the mansion and demesne lands, in contradistinction to those "commonly letten," which latter referred to and meant lands which the enabling stat. 32 Hen. 8, c. 28, authorised tenants in tail, and others to lease for three lives or twenty-one years. I think we may, for these reasons, conclude that the exception "principal mansion house," &c., in sect. 32 of the Settled Estates Act, refers to and embraces the house personally occupied by the lessor (analogous to the ancient manor houses), and that "demesne and other lands occupied therewith," refer to and embrace those lands used, kept in hand, occupied, cultivated, and enjoyed by the lessor with the house or homestead, and not "commonly letten." "P. O. T." does not say

whether the farm and farmhouse, leased by the tenant for life, is the only estate held for life under the same title, but I assume it is so, and therefore if the house and land have not hereto been used by the settlor or tenant for life and their ancestors as an ancestral residence and for occupation purposes, but have been "commonly letten," they do not come within the exception or reservation in the Settled Estates Act of "the principal mansion house," &c., and the lease will bind the tenant in tail, if otherwise effectual for that purpose. I don't know whether either of the Acts (21 & 22 Vict. c. 77 and 27 & 28 Vict. c. 45) for amending the Settled Estates Act 1856 in any way affects the question (not having those Acts by me), but reference should be made to them. J. BELL.

31, Montague-street, Blackburn, 13th Oct. 1869.

(Q. 104.) CONVEYANCE—COVERTURE.—Many of the points appearing in your "Notes and Queries" column are interesting, and the thought and research necessary for their solution very useful and instructive. I would suggest, however, that the facts (upon which the points are based) should be stated with more precision and distinctness, and not left so much to surmise and conjecture. In this question, "W. W." does not state in what shape the conveyance of the land purchased by a married woman out of her own earnings, was taken; whether to a trustee for her separate use, or to a trustee subject to her appointment, or direct to the use of herself, her heirs and assigns. A *feme covert* may purchase an estate without the consent of her husband, and the conveyance is good during the coverture, till he avoids it by some act declaring his dissent: (Co. Litt. 3; Bell's Black. Com. 1813. vol. 2, p. 278.) But the conveyance or other contract of [i.e., by] a *feme covert*, except by some matter of record, is absolutely void, and not merely voidable, and therefore cannot be affirmed or made good by any subsequent agreement: (*Ibid.*; Perkins, 154; 1 Sid. 120). From this it must be understood that a married woman could not, before the Fines and Recoveries Abolition Act, convey her property except by recovery, i.e., matter of record; but since 1st Jan. 1834, a married woman may, with the concurrence of her husband, and by deed acknowledged, dispose of lands of any tenure, as fully and effectually as if she were a *feme sole* (3 & 4 Will. 4, c. 74, s. 77); the husband's concurrence may, however, be dispensed with by an order of the Court of Common Pleas (obtained in a summary way upon the application of the wife), if the husband be living apart from his wife either by mutual consent or by sentence of divorce (sect. 91); or if the wife be deserted by her husband: (*Re Yarnall*, 17 C. B. 189). There having been no divorce, all the privileges and liabilities arising under the marriage contract remain intact; but if the conveyance was made to a trustee for the *ex parte* use of the wife (as it might have been of property purchased out of her savings: vide, form of such a conveyance in Davidson's Conc. Prec. 84, 6th edit.), she would be freed from the disability of coverture and invested with the rights and powers of a person *sui juris*, *quoad* the property so conveyed to her separate use (*Taylor v. Meads*, 13 W. R. 394); it being settled that an estate in fee may be limited to the separate use of a married woman, thus giving her an absolute ownership, and all the rights incident to that ownership: (Turner, L. J. in *Atchison v. Le Maur*, 1854; vide 7 Sol's. Jour. 640; 8 Sol's. Jour. 26.) The intervention of a trustee in a conveyance for the separate use of a married woman is not essential, though usual and proper: (*Gilbert v. Lewis*, 36 L. J., N. S. 351.) It seems, therefore, that if property is conveyed to the separate use of a married woman by the intervention of a trustee, the deed disposing of her estate will not require her acknowledgment, as the instrument without acknowledgment would operate as a direction to the trustee to deal with such estate according to the new trust created by such direction: (*Moore v. Morris*, 4 Drew. 37; *Harris v. Mott*, 14 Beav. 169; *Taylor v. Meads*, *sup.*; *Hall v. Waterhouse*, 12 L. T. Rep. N. S. 297; see also *Lechmere v. Brothridge*, 27 J. P. 500; 8 L. T. Rep. N. S. 751; 11 W. R. 841, overruled by *Taylor v. Meads*.) In the case stated by W. W., there does not seem much difficulty, inasmuch as the husband will concur with the wife in the conveyance; and, as the value of the property is so trifling, acknowledgment may be dispensed with, but the husband (and also the wife, so as to bind her separate estate) should covenant for title and further assurance. As pertinent to the question, it may be observed, that the savings by a married woman out of an allowance made to her by her husband for housekeeping, or out of money settled upon her before marriage, or out of alimony, belong to her for her separate use, and are at her absolute disposal (*Moore v. Barber*, 12 L. T. Rep. N. S. 664); and as to her savings she may make a will notwithstanding the husband dissent: (*Herbert v. Herbert*, Prec. Ch. 44; *Peacock v. Mork*, 2 Ves. 190.) Hence it is assumed that no trust would result in favour of the husband by reason of the purchase or consideration money having been paid out of moneys to which the husband might be considered entitled in his marital right. An order of protection under the 20 & 21 Vict. c. 85, could not be obtained as there is no desertion; and if obtained, I do not think it would affect the question, because the estate does not seem to apply to the protection of real estate, but of personal property and money only. I am not aware that it has been held to apply to real estate in general, or to real estate purchased by a wife out of money saved by her during the coverture or desertion, or vesting in her subsequently to the granting of the order. J. BELL.

31, Montague-street, Blackburn, 12th Oct. 1869.

LAW LIBRARY.

Paterson's Practical Statutes for 1869. Edited by WILLIAM PATERSON, Esq., Barrister-at-Law. LAW TIMES Office.

This is, we believe, the twenty-first year of the issue of an annual whose popularity affords the best proof of its utility, inasmuch that there are few offices in which it is not found, and it is a feature in the bag of the practitioner in the County Courts and other tribunals. The plan of

it is unique. Omitting all the Irish, Scotch, and merely formal statutes, it gives only those required for practical use. Hence the volume is so small that it can be put into the pocket. Every statute is accompanied by a short explanatory introduction and notes on sections that require elucidation, or reference to other statutes. The index is very copious, and the price small; for a few shillings the lawyer can thus obtain in the most compact and convenient form for reference, all the statute law of the session which he is ever likely to require for use in his office or in the courts.

LEGAL OBITUARY.

GEORGE COODE, Esq.

THIS gentleman lately died at Walmer, near Deal, Kent. He was by profession a barrister-at-law and Parliamentary draftsman, but for many years he had been employed in official and special capacities, in which he showed abilities of a very high and varied kind, evidences of which may be found in the Report of Local Taxation and Digest of the Laws relating to twenty-four Local Taxes; in his Treatise on Legislative Expression; in his Report on the Law of Settlement; in his Papers on the Consolidation of the Law; in his Report of the Fire Insurance Duties; in his Memorandum on the Application of Limited Liability in Joint-Stock Banks; in his article on the Income Tax in the *Edinburgh Review*; in his work on the National Debt; as well as in sundry articles in the *Jurist*, and the *Law Review* and other papers. Throughout his employments in the Poor Law Commissions from 1834 to 1848, as assistant secretary, during which he had the legal conduct of the business of the Commission, and in his subsequent special employment in various commissions and occasional public inquiries and services, his logical aptitude and mastery of practical affairs were much appreciated by the eminent public men who were engaged with him on those occasions.

G. W. BARKER, ESQ.

The late George William Barker, Esq., of Stanlake-park, near Twyford, Berks, Barrister-at-Law, who died on the 10th ult., was the eldest son of the late George Barker, Esq., of Stanlake-park, (who was high sheriff of Berks in 1856, and who died in Nov. 1868), by Emma Sophia, eldest daughter of Frederic G. Prescott, Esq., of Theobalds-park, Herts. He was born in 1832, was educated at Rugby and at Christ Church, Oxford, and was called to the Bar at the Inner Temple in 1857. He was a magistrate for Berks, and was formerly an officer in the Berks militia, with which regiment he served at Corfu during the Crimean war. The deceased gentleman's family is a branch of the Barkers of Fairford, in the county of Gloucester, who were in the early part of the sixteenth century merchants at Bristol, and who were seated at Fairford before the time of Queen Elizabeth. The late Mr. Barker, who was unmarried, succeeded in his estate by his brother, the Rev. Alfred Gresley Barker, rector of Sherfield, Hants.

J. HOGG, ESQ., F. R. S.

The late John Hogg, Esq., F.R.S., F.L.S., &c., barrister-at-law, of Norton-house, Stockton-on-Tees, co. Durham, who died on the 16th ult., in the seventieth year of his age, was the second son of the late John Hogg, Esq., barrister-at-law, and a deputy lieutenant for co. Durham, by Penderitia, eldest daughter of the Rev. Watkin Jones, rector of Derwen, co. Denbigh. He was born in the year 1800, and was educated at Durham, and at St. Peter's College, Cambridge, where he graduated B.A., in 1822, and proceeded M.A. in 1827, and of which he was a scholar and fellow. He was called to the Bar at the Inner Temple in 1832, and became a member of the Northern Circuit. According to the "County Families," Mr. Hogg's family is the remaining branch of two ancient lines of gentry in the county palatine of Durham, named Hogg, or Hoog, or Hoodg, originally of Scottish descent, settled at Norton and Wolviston, and Jefferson, of Durham, Elton, and Norton. The deceased gentleman, who was a magistrate for co. Durham, and many years Vice-President of the Royal Society of Literature, married, in 1850, Anne Louisa Sarah, second daughter of the late Major Goldfinch, of the Priory, Chawton Mendip, and by her, who died in 1864, he has left issue.

WILLIAM JOHN LAW.

(From the Times.)

We announced a few days since the death of Mr. William John Law, the last Chief Commissioner of the old Insolvent Court, before bankrupt tradesmen and insolvent debtors were fused into one crude mass by Lord Westbury's hasty legislation. Mr. Law was a not distinguished member of the distinguished family which in the

two preceding generations had furnished three bishops and one of the great Chief Justices of England, and in his own has shown in the same person the stateliest Governor-General of India and the most eloquent orator of the House of Lords. For the last few years of his life growing infirmities had kept Mr. William Law closely at home; but few of those who previously met him in London society could fail to discover in his conversation the vigour of a strong individual character, and mental powers much above the average. All who dealt with him as a public servant in his judicial capacity found him a remarkably hard-working and intelligent lawyer, possessed of a thorough practical mastery of the branch of justice which he skilfully administered for many years. To those who knew him personally outside of his court in Portugal-street he was a kind and genial acquaintance, or a firm and enthusiastic friend. He possessed a singular width of highly cultivated tastes, and a general keenness of interest and enjoyment which lightened the labours of a busy life. Among his gifts were a true ear and a thorough delight in first-rate music, and, though no violinist himself, he was well-known as a connoisseur of the tone and the genuineness of a Stradivarius or Amati. He never betted a sixpence on a horserace, yet he knew the *Racing Calendar* almost by heart; and, until positively prevented by old age, he never missed seeing the Derby run, and would discuss the race and the winner afterwards with a truer sportsman's interest than most of those who had won or lost their thousands. When at Oxford, in the first decade of the century, he was a student of Christ Church, and a University prizeman for Latin verse, and his fondness for classical topics and classical languages never declined. In later years he was habitually prone to turn into correct and elegant Latin such pieces of contemporary English poetry as particularly struck or touched him, and some of his friends probably still possess graceful original epigrams in the same language suggested by the current topics or amusements of the day. In his 80th year he re-arranged, completed, and published a voluminous treatise on the passage of Hannibal over the Alps, which had formed the recreation and employment of rare intervals from business during many official years. Its exhaustive research and luminous argument are worthy of a German scholar at his best, and it is rare among ourselves to find a man of so advanced an age in whom a long course of professional work has not absorbed the vivid interest in such abstruse problems of history which is a necessary condition for working them out to perfection.

The great characteristic of William Law's mind was a passionate zeal for accuracy and truth, carried into every incidental pursuit and pastime as earnestly as into the most serious business of life. Of a painstaking and instinctively judicial habit in balancing his judgments on the rights of a question, he became, when that judgment was once formed, almost contemptuously intolerant of any contrary conclusion of which the premises seemed to him so clearly untenable as to raise any presumption of dishonesty in those who maintained it. He failed to make due allowance for the immeasurable power of stupidity, or for the obstinacy with which many a mind gifted with an incomplete power of appreciating facts is apt to cling to a foregone conclusion. He possessed, in short to a high degree the qualities which go to make a vigorous polemical writer. In domestic relations he was all kindness and playfulness, and full of the deepest and warmest feelings. His uniform cheerfulness and energy, and his great variety of interests, joined to a perfect modesty which always placed him on the level of those who talked with him, made him a peculiarly pleasant companion to younger men than himself. But the ruling and supreme principle of character which must have struck all, young and old, who knew him was, as has been noted above his fervid appreciation of the absolute importance of truth in all things.

PROMOTIONS & APPOINTMENTS

[N.B.—Announcements of appointments being in the nature of advertisements, are charged 2s. 6d. each, for which postage stamps should be inclosed.]

Whitehall, Saturday, Oct. 9.—The Queen has been pleased to direct letters patent to be passed under the Great Seal granting the dignity of a Knight of the United Kingdom of Great Britain and Ireland unto Sydney Smith Bell, Esq., Chief Justice of the Supreme Court of the colony of the Cape of Good Hope.

Mr. Edward Bromley, of 43, Bedford-row, in the county of Middlesex, has been appointed by the Lord Chief Justice of the Court of Common Pleas, a perpetual commissioner for taking the acknowledgments of deeds to be executed by married women in and for the county of Middlesex, also in and for the city and liberties of Westminster and the City of London.

LAW SOCIETIES.

THE SOCIAL SCIENCE CONGRESS.

ECONOMY AND TRADE.

Mr. Serjeant Cox read a paper on "Legislation for Trades Unions." He said that the right of workmen to associate for regulating the terms and conditions on which their labour shall be supplied to employers was now generally admitted, and the only question to be determined was, What should be the form of the recognition? The trade societies asked for power to put themselves under the Friendly Societies Acts, and for a repeal of the Combination Laws. But the objection to the former claim is, that those acts are framed strictly for associations whose funds are wholly applied to benevolent purposes, and whose rules cannot in any way affect others than themselves. They are therefore inapplicable to trade societies, whose primary object is not charity. His proposition was to give to them the highest form of legal recognition, with a proportionate amount of responsibility. He suggested that trade societies should be incorporated after the manner of joint-stock companies, with a common seal, with power to sue and be sued in the corporate name, with a memorandum of association specifying the objects, and articles of association containing the rules for the government, of the society, the necessary publicity being the best preventive of any abuse of these powers. They should have the same powers as companies to make bye-laws and to recover subscriptions from their members. If combining the objects of a friendly society, the rules relating to such society to be distinct from the general rules, and with the tables of subscription to be approved by the barrister in like manner. To provide against the abuse of such large powers, he proposed further to repeal the existing Combination Act, and by "The Trades Societies Incorporation Act," as he suggested that it should be called, that the lawful objects of such society should be specifically defined, namely, the right of any number of persons to agree together to sell their labour and skill upon any terms and conditions they may be pleased to impose, and the Act should further specifically prohibit by penalties the interference in any manner with the equal liberty of any persons, not members of the society, to sell their own skill and labour on any terms they please. He made those suggestions merely as an outline of a scheme of legislation for trade societies, leaving the details to the draftsman of a Bill that should embody them.

This gave rise to a sharp debate, in which some working men, members of trades unions in Bristol, took part. Two speakers objected to the plan of the learned serjeant that it proposed to give the sanction of the law to trades unions, instead of putting them down, as they should be.

Mr. HOLYOAKE said that he was well acquainted with the leaders of the unions, and he could venture to say for them that they desired no other regulation than the protection of the law for their funds. They did not want incorporation or registration; if they had the sanction of the law they would be required to observe rules prescribed by the law, and that would fetter their free action. (Hear, hear.) They asked to be let alone.

Mr. Serjt. Cox said that was precisely his argument. He asserted that trades unions were a great fact; they existed, and would not cease to exist; they could not be put down, even if it were desirable to do so, a proposition he altogether disputed. There was a great deal of good in them, and his object was to encourage the good, and to check, as far as possible, abuses. Mr. Holyoake's objection to his plan was the very reason that recommended it: it involved responsibility as well as power. Even if the unions were evils, which he denied, prudence would counsel the policy of recognising them, and by so doing subjecting them to control. It was not wisdom to close the eyes to facts, however disagreeable they may be. (Hear, hear.)

Mr. HOLT, a working man, said that it might appear presumption in him to join the debate, but as a member of the largest and richest of the trades unions, he wished to state their case. He then proceeded to describe the flourishing condition of his union, and the advantages it gave to its members in sickness, old age, or when out of work. Their funds were, it was true, liable to contribute to support a strike, but strikes did not occur so often as was supposed. The trade of a single town could not strike; it must obtain the consent, first, of the province and then of the general council, and it was only adopted in the last resort, when all other means had failed. (Hear, hear.) He and his friends had listened with great interest to Mr. Serjeant Cox's paper, and he begged for himself and his friends to thank the learned serjeant for the interest he had taken in them, not only now but when he was in the House of Commons. (Hear, hear.) His objection to the plan was that they did not want to have any laws

made for them. They could do very well as they were. The law could not help them, and it might hamper them. They possessed power, and they meant to use it—but in a lawful manner. He wanted to know if Mr. Serjeant Cox proposed to prevent moral suasion.

Mr. Serjeant Cox said he meant what he had said, that recognising as he did to the full, the right of men to combine for the selling of their labour at any wages and on any terms and conditions it pleased them to impose, he recognised also the equal right of every individual workman to sell his labour in the like manner, and that any attempt to impede, injure, or annoy him in any manner in the exercise of his individual freedom, was an offence that should be prevented, if possible, by punishment. He did not contemplate punishing "moral suasion," whatever that might be; but it would be difficult to define it in a statute, and a jury would best determine if an act complained of was such an annoyance as to impede the free exercise of the rights of the individual working-man. (Hear, hear.)

The Rev. Canon GIRDLESTONE said that he recognised much that was good in trades' unions, and the suggestions of Mr. Serjeant Cox appeared to him to deserve serious consideration.

REFORMATORY AND REPRESSION OF CRIME.

PROFESSIONAL CRIME.

This section was presided over by Sir Eardley Wilmot. There were three papers set down to be read, the first of which was Mr. Serjt. Cox's on "Professional Crime." He said it had fallen to his lot to be the first judge on whom had been imposed the duty of putting in force the Habitual Criminals Act, and that experience had exhibited some of its defects, which it was the purpose of this paper to describe, in the hope that they may be remedied during the next session of Parliament. The inaccuracies were doubtless due to the haste with which the Bill was passed through the House of Commons; but the defects he proposed now to state. First, he objected to the title of "habitual" criminals, as not correctly describing the class against whom this legislation was directed. He preferred the term "professional" criminals, meaning those who made a business of crime; this class of criminals could only be dealt with by making crime unprofitable. Mercy was thrown away upon them, and reformation hopeless; short imprisonment, even for a first offence, was useless. The requirement is to separate the class of criminals in contemplation of the law from casual criminals. For this purpose a former conviction, or even three convictions, is no sufficient test. An habitual pilferer is not always, and, on the contrary, he is rarely, a professional thief. How, then, may the fact of his being a professional thief be ascertained? He proposed that it should be made a specific offence; that it should be charged in the indictment; and after a conviction for the particular crime that the jury should try the further charge that the prisoner was a professional thief. That this should be proved by the evidence of the police and others as to his antecedents and manner of life; that the prisoner be permitted to answer this charge by evidence, showing what his employments had been; and by his own examination on oath, if he is willing to tender himself. On the jury finding the charge proved, the same consequence should follow as for a former conviction: he should be sentenced to a long term of penal servitude, and to police supervision for life. He suggested, also, that in all cases the fact of a former conviction should be made known to a jury, as by the new Act it is in the case of receivers, and he added that a great difficulty with judges, and with magistrates especially, was what to do with boys guilty of small offences. He would give power to order a good whipping with a birch in all such cases instead of sending them to prison, and would not limit it to sixteen, but in some cases extend it to adults of twenty-one years.

Sir C. RAWLINSON (Upton-on-Severn) late a judge in India, though agreeing with the learned serjeant in some of the views enunciated in the paper, would ask if any of them present knew of any magistrate who was able to cross-examine an astute policeman, who often defeated even learned counsel. He was sorry to find amongst them a great desire to carry a conviction and a disposition to conspire for that end. On that account he would not place power in their hands to accuse whom they chose. He thought it would be best to send such cases as Mr. Serjeant Cox had mentioned before a jury.

Mr. GORST (London) was in favour of a limited use of whipping.

Mr. E. S. ROBINSON spoke the opinion of the magistrates in Bristol when he said they would be very glad if they were enabled to flog boys who were brought before them for first offences, and occasionally young men of the age of twenty, instead of sending them to the contamination of a gaol.

Mr. PARKER, manager of the Kingswood Reformatory, thought it would be well if they could send young thieves back to their former associates with marks on their backs that would be seen by Tom, and Bill, and Jack, so as to lessen the heroic estimation in which young predators were held.

After some remarks from Mr. Upcott, Col. Radcliffe, and the President.

Mr. Serjeant Cox replied to the arguments against the principles of his paper, and said there could be no difficulty in finding out the professional thieves, as they were almost entirely confined to our largest towns. It was only those who made a profession of thieving, and had escaped detection previously, he wanted to catch, and he wanted to subject them to some such punishment as other criminals after previous convictions.

Sir J. BOWRING made a few remarks, and the President having summed up, the following resolutions were adopted: "That the Habitual Criminals Bill of last Session is not sufficiently comprehensive to have due effect in the repression of professional crime;" and "That the magistrates should have power in certain cases of young persons summarily convicted on a first offence to substitute flogging for imprisonment."

INFANTICIDE.

In the Section for the Repression of Crime, Sir Eardley Wilmot presided, and the special question for discussion was "Can Infanticide be diminished by Legislative Enactment?" Dr. E. Lankester, coroner for the Central Division of Middlesex, read the first paper, and dwelt at considerable length on the extent of the crime of infanticide in England and Wales as indicated by the returns of inquests in the Judicial Statistics published by Government. He pointed out that infanticide prevailed not among the upper classes, not among the middle lower class, not among women of the working class, because they were well under observation. It was chiefly—almost only—among that class of women not observed—the women who could conceal their condition, and who could be alone when the child was born. During the last seven years he had held inquests on the average on seventy-one of these children per year. Wherever wilful neglect was proved he directed juries to return verdicts of wilful murder. In the present state of the law he contended that infanticide seldom met with punishment, and the most absurd, unscientific, and ignorant views were taken as to how the child came by its death in order to save the woman's life when she was sent for trial. He expressed the opinion that our legislation of the past seventy-five years had rather encouraged this crime. In Central Middlesex the average yearly number of inquests held in which verdicts of "wilful murder" had been returned in cases of newly-born infants was 1 in every 15,000 of the population; and if infanticide were as frequent in all other parts of England and Wales the total number of children murdered would have been 1420. Dr. Lankester complained that the Judicial Statistics did not furnish sufficient information, as the column of verdicts in which "Wilful Murder" was returned did not state whether the children were newly born or not. The "Found Dead" column contained all the open verdicts, but applying the Middlesex results to England and Wales, and taking into consideration the fact that the greater number of cases in which verdicts of found dead were returned the verdict was found under the same circumstances as those in which verdicts of wilful murder were returned in Middlesex, they found that the total number amounted to the aggregate of 2824. From deductions he made he brought the total number of "newly-born" children found dead and unclaimed as above 2500. Reducing this number by 20 per cent. for accidents, they still had the startling number of upwards of 2000. This startling fact showed that the crime of destroying newly-born children in other parts of the country was more common than in Middlesex. He thought that these unfortunate women should not be allowed to conceal their condition—should not be allowed to be alone at the time of their confinement.

Mr. H. SAFFORD read a paper in which he contended that an Act of Parliament should be passed authorising charitable societies to receive illegitimate children, and to proceed before a magistrate against both the father and the mother for the support of these institutions. In the discussion which followed,

Dr. LANKESTER thought we might learn a good deal from foreign countries. In Prussia there were heavy penalties for burying a child without the knowledge of the magistrate.

Dr. M'MILLAN, Colonel C. Ratcliffe, and Mr. T. W. Saunders took part in the discussion, the latter gentleman (Recorder of Bath) advocating that the law should be altered to admit of juries returning a verdict of "guilty of infanticide" in the common acceptance of the term of child-killing at about the child's birth, and thus a larger measure of punishment would be awarded the crime, keeping it apart from the aspect in

which the law at present treated it. Colonel Ratcliffe advocated a penal law for the fathers.

Dr. ELIZABETH BLACKWELL, New York, thought it would be very injurious to enact any severe measures relative to women, as it would tend at once to produce the crime of abortion—a great and increasing crime in America, where men were constantly found bringing women to "abortionists" to produce this crime, with which the crime of infanticide was not to be compared as to its enormous evils. Her second point was the great advantage of private charities for cases of women guilty of infanticide, and she sketched the working of her society in New York.

Dr. GREEN, of Bristol, advocated the present humane administration of the law, and expressed the opinion that in the majority of instances the child simply died from the absence of necessary assistance. He broadly stated his belief that no woman of sound mind wilfully destroyed her offspring. It was done in the desperation of the moment.

Mrs. MEREDITH related instances where young girls systematically murdered their children, and learnt from their companions the art of committing this crime.

Dr. Lankester, in reply, thought that the work-house should be the needed asylum if conducted differently from what it was at present, and with gentlemen and ladies of refined feelings as masters and matrons of them, instead of unsuccessful tradesmen or favoured butlers. He thought the law by which the capital sentence was given for infanticide should be abolished, although heavy punishment should be awarded. He thought it could be diminished by legislation.

Sir EARDLEY WILMOT summed up the discussion, and left the following questions to the section:—Is the section of opinion that infanticide should no longer be punishable with death, and, if possible, so far to alter the law as to make the seducer liable to it? Ultimately the section made the following recommendations:—That the punishment of death for infanticide by the mother at the time of birth be discontinued; the registration of still-born infants; and that the Home Secretary should publish in the coroners' judicial statistics the number of newly-born children found in the streets, on which inquests have been held.

THE GAZETTES.

Bankrupts.

Gazette, Oct. 8.

To surrender at the Bankrupt's Court, Basinghall-st.

ATKINSON, HENRY AUGUSTUS, and CORFIELD, CHARLES COX, printers, Curator-st., Chancery-lane. Pet. Oct. 5. Reg. Roche. O. A. Parkyns. Sol. Marshall, Lincoln's-inn-fields. Sur. Oct. 20.

BACHE, RICHARD BULLOCK, brewer's agent, Penny-fields, and Kings-lane, Poplar. Pet. Oct. 2. Reg. Roche. O. A. Parkyns. Sol. Lawrence, Lincoln's-inn-fields. Sur. Oct. 19.

BARNETT, JOHN, commission agent, Burns-ter, Herne-hill. Pet. Oct. 4. Reg. Roche. O. A. Parkyns. Sols. Blackford and Riches, Great Swan-alley, Moorgate-st. Sur. Oct. 19.

BIRDSEY, FREDERICK, coffee-house keeper, Snow-hill. Pet. Oct. 6. Reg. Roche. O. A. Parkyns. Sol. Clarke, Aylesbury. Sur. Oct. 20.

BLANCH, JOSEPH JAMES, builder, Flora-ter, West Ham la. Pet. Oct. 5. Reg. Roche. O. A. Parkyns. Sol. Hicks, Coleman-st. Sur. Oct. 20.

BRADSHAW, EDWARD, furniture dealer, Thame, Pet. Oct. 2. O. A. Paget. Sol. Bewick, Bedford-row. Sur. Oct. 19.

BUCKINGHAM, EDWARD, and BUCKINGHAM, WILLIAM, builders, Croydon. Pet. Oct. 4. Reg. Roche. O. A. Parkyns. Sol. Keighley, Ironmonger-lane. Sur. Oct. 19.

CALDEBOT, HENRY DUNCOMB, farmer, Catcombe, Isle of Wight. Pet. Sept. 28. Reg. Pepps. O. A. Graham. Sol. Jacobs, Bedford-row, for New, Newport, Isle of Wight. Sur. Oct. 21.

CHAMBERS, WILLIAM ROBERT, wine merchant, Eastcheap. Pet. Oct. 1. Reg. Pepps. O. A. Graham. Sols. Lawrence, Ples, and Co., Old Jewry-chambers. Sur. Oct. 19.

CHAMBERLAIN, JOHN, tailor, St. Peter's-st., Islington, and Bell-y, Gracechurch-st. Pet. Oct. 4. Reg. Roche. O. A. Parkyns. Sol. Holmes, Fenchurch-st. Sur. Oct. 20.

CHILWELL, EMILY JANE, widow, of no occupation, Cambridge. Pet. Oct. 5. Reg. Roche. O. A. Parkyns. Sol. Cole, jun., Essex-st., Strand. Sur. Oct. 20.

DAMERELL, JOHN, beerhouse keeper, Fulham-fields, Fulham. Pet. Oct. 2. Reg. Roche. O. A. Parkyns. Sol. Cooke, Gresham-bldgs. Sur. Oct. 21.

ELLIS, THOMAS, ship broker, Bishopsgate-st-without, and Gloucester-cottages, Peckham. Pet. Oct. 4. Reg. Pepps. O. A. Graham. Sols. Lea and Saunders, Barge-yd-chmbs, Bucklers-bury. Sur. Oct. 20.

FROUD, GEORGE, builder, Acton. Pet. Oct. 4. O. A. Paget. Sol. Godden, Fenchurch-st. Sur. Oct. 20.

GREEN, HENRY, baker, Woolwich. Pet. Oct. 5. Reg. Roche. O. A. Parkyns. Sol. Edwards, Bush-la, Cannon-st. Sur. Oct. 20.

GUINBLE, AUGUSTA MARY, widow, formerly milliner, Gower-st, Bedford-sq. Pet. Oct. 4. Reg. Roche. O. A. Parkyns. Sol. Kearsey, Old Jewry. Sur. Oct. 20.

HACKER, GEORGE CYPRIAN, commercial traveller, Princes-st., Cavendish-sq. Pet. Oct. 4. Reg. Roche. O. A. Parkyns. Sol. Roberts, Moorgate-st. Sur. Oct. 20.

HALDANE, HENRY, pianoforte maker, Martlet-c, Covent-garden. Pet. Oct. 5. Reg. Roche. O. A. Parkyns. Sol. Froggatt, Argyle-st, Regent-st. Sur. Oct. 20.

HARVEY, BENJAMIN WILLIAM, draper, Upper Norwood. Pet. Oct. 1. Reg. Roche. O. A. Parkyns. Sols. Reed, Phelps, and Sidwick, Gresham-st. Sur. Oct. 19.

HAWES, RICHARD, farmer, Oakley-common, near Brill. Pet. Oct. 5. Reg. Roche. O. A. Parkyns. Sol. Cooke, Gresham-bldgs. Sur. Oct. 20.

HAYWARD, JOSEPH, chandler, Lewis-rd, Camberwell. Pet. Oct. 4. Reg. Roche. O. A. Parkyns. Sol. Weatherhead, Coleman-st. Sur. Oct. 19.

HEDDOCK, JOHN, jun., coal merchant, Sittingbourne. Pet. Oct. 5. Reg. Roche. O. A. Parkyns. Sol. Downing, Basinghall-st. Sur. Oct. 20.

HOBBS, WILLIAM HENRY LONGCLUSE, baker, Woolwich. Pet. Oct. 5. Reg. Roche. O. A. Parkyns. Sol. Buchanan, Basinghall-st. Sur. Oct. 20.

HOPE, HENRY, wheelwright, Hunter-mews, Brunswick-sq. Pet. Oct. 6. Reg. Roche. O. A. Parkyns. Sol. Nash, Arlington-st, New North-rd. Pet. Oct. 21.

JORDAN, THOMAS WILLIAM, decorator, Kentish-town-rd. Pet. Oct. 5. Reg. Roche. O. A. Parkyns. Sol. Peddell, Guildhall-chmbs, Basinghall-st. Sur. Oct. 21.

KENT, FRANCIS, baker, West-st, Harrow-on-the-hill. Pet. Oct. 6. Reg. Roche. O. A. Parkyns. Sol. Marshall, Lincoln's-inn-fields. Sur. Oct. 21.

KING, JOSEPH, greengrocer, Lambeth-walk. Pet. Oct. 5. Reg. Roche. O. A. Parkyns. Sol. Barton and Drew, Fore-st. Sur. Oct. 20.

LININGTON FREDERICK NORRIS, grocer, Hoddesdon. Pet. Oct. 7. Reg. Roche. O. A. Parkyns. Sol. Hammond, Furnival's-inn. Sur. Oct. 20.

MARTIN, BENJAMIN, foreman to a corn chandler, Rhodeswell-ter, Steep. Pet. Oct. 5. Reg. Roche. O. A. Parkyns. Sol. Dobson, Coleman-st. Sur. Oct. 20.

MATTHEWS, WILLIAM, builder, Edmund-ter, Notting-hill. Pet. Oct. 4. O. A. Paget. Sol. Rigby, Gresham-st. Sur. Oct. 20.

MOSS, MOSES, and JOEL JOEL, manufacturers of cigars, Aldgate High-st. Pet. Oct. 5. Reg. Roche. O. A. Parkyns. Sol. Barnett, New Broad-st. Sur. Oct. 20.

MUNDY, ANDREW JAMES, builder, Prospect-pl Peckham-rye. Pet. Oct. 4. Reg. Roche. O. A. Parkyns. Sol. Morris, Jernyn-st. St. James's. Sur. Oct. 19.

OVERALL, WILLIAM, baker, Old Kent-rd. Pet. Oct. 6. Reg. Roche. O. A. Parkyns. Sol. Geaussen, New Broad-st. Sur. Oct. 21.

PARNCUTT, WILLIAM JOHN, carpenter, William-st, Caledonian-rd. Pet. Oct. 5. Reg. Roche. O. A. Parkyns. Sol. Ricketts, Frederick-st, Gray's-inn-rd. Sur. Oct. 21.

PEYTON, HENRY ALFRED, late Lieut. 25th reg. Madras Native Infantry, Osnaburgh-pl, Regent's-pk. Pet. Oct. 6. Reg. Roche. O. A. Parkyns. Sol. Cooke, Gresham-bldgs, Guildhall. Sur. Oct. 21.

ROCCO, BRUTO PERELLI, Italian warehouseman, Greek-st, Soho. Pet. Oct. 4. Reg. Roche. O. A. Parkyns. Sol. Cooper, Billiter-st. Sur. Oct. 19.

ROFFEY, GEORGE, late baker, Plumstead. Pet. Oct. 4. Reg. Roche. O. A. Parkyns. Sol. Buchanan, Basinghall-st. Sur. Oct. 20.

TURNER, JOHN, hotel keeper, Northampton. Pet. Sept. 24. Reg. Pepps. O. A. Graham. Sols. Lawrence and Co., Old Jewry-chambers. Sur. Oct. 21.

UNDERWOOD, HANLEY, late dealer in greengrocery, Bradwell-st, Mile-end. Pet. Oct. 5. Reg. Roche. O. A. Parkyns. Sol. Cooke, Gresham-bldgs, Guildhall. Sur. Oct. 21.

VINE, EDWARD CHARLES, stay manufacturer, Chequer-alley, Bechill-row. Pet. Oct. 4. Reg. Roche. O. A. Parkyns. Sol. Downing, Basinghall-st. Sur. Oct. 19.

VON BODELSCHWING, IGNAZ, professor of foreign languages, Albert-villas, Erith. Pet. Oct. 4. Reg. Roche. O. A. Parkyns. Sol. Watson, Coleman-st. Sur. Oct. 19.

WALTER, THOMAS, baker, Plumstead-rd, Plumstead. Pet. Oct. 5. Reg. Roche. O. A. Parkyns. Sol. Hughes, Woolwich. Sur. Oct. 21.

WOOD, CHARLES HENRY, builder, Grange-rd, Bermondsey. Pet. Oct. 6. Reg. Pepps. O. A. Graham. Sol. Miller, Bond-st-house Walbrook. Sur. Oct. 20.

WRIGHT, WILLIAM, and HAZARD, WILLIAM, blacksmiths, Crawford-mews, Bryanston-sq. Pet. Oct. 6. Reg. Roche. O. A. Parkyns. Sol. Hicks, Coleman-st. Sur. Oct. 21.

To surrender in the Country.

ADAMS, WILLIAM, merchant, Manchester. Pet. Aug. 14. Reg. & O. A. Kay. Sur. Nov. 10.

AMOS, ROBERT, ship steward, Boole. Pet. Oct. 5. O. A. Turner. Sol. Grimmer, Liverpool. Sur. Nov. 9.

BARNES, THOMAS, doctor of laws, Penzance. Pet. Oct. 4. Reg. & O. A. Borlase. Sol. Trythall, Penzance. Sur. Oct. 18.

BARRIS, CHARLES, formerly farmer, Westbromwich. Pet. Oct. 6. Reg. Tudor. O. A. Kinnear. Sol. Jackson, Westbromwich. Sur. Oct. 22.

BATTERSLEY, JOHN, late baker, Tyldesley. Pet. Oct. 6. Reg. & O. A. Holden. Sols. Edge and Dawson, Bolton. Sur. Oct. 20.

BLAKE, JOHN, boot manufacturer, Liverpool. Pet. Oct. 1. O. A. Turner. Sol. Jolly, Liverpool. Sur. Oct. 19.

BOSTOCK, WILLIAM LACEY, publican, Ilkeston. Pet. Sept. 21. Reg. & O. A. Ingle. Sol. Everall, Nottingham. Sur. Oct. 23.

BRADFORD, CHARLES FURNISS, out of business, Sheffield. Pet. Oct. 7. Reg. & O. A. Wake and Rodgers. Sol. Dyson, Sheffield. Sur. Oct. 20.

CROCKER, WILLIAM, labourer, Bow. Pet. Sept. 30. Reg. & O. A. Daw. Sol. Flood, Exeter. Sur. Oct. 23.

CROCKFORD, GEORGE, greengrocer, Brighton. Pet. Oct. 5. Reg. & O. A. Evershed. Sol. Haynes, Serle st, Lincoln's-inn. Sur. Oct. 25.

DESBOROUGH, THOMAS, auctioneer, Kimbolton. Pet. Oct. 6. Reg. & O. A. Day. Sol. Hunt, Cambridge. Sur. Oct. 21.

DODSON, WILLIAM, grocer, Barrow-in-Furness. Pet. Sept. 15. Reg. & O. A. Pottelshwaite. Sur. Oct. 19.

FATTORINI, FRANCIS, fancy goods dealer, Preston. Pet. Oct. 6. Reg. & O. A. Portleson. Sol. Ambler, Preston. Sur. Oct. 22.

FISHER, THOMAS, pianoforte tuner, Chertsey. Pet. Oct. 2. Reg. & O. A. Gregory. Sol. Spiller, Egham. Sur. Oct. 20.

FLETCHER, GEORGE, baker, Gt. Gt. Oulton. Pet. Oct. 5. Reg. & O. A. Chamberlin. Sol. Wiltshire, Great Yarmouth. Sur. Oct. 22.

GADD, THOMAS, lace manufacturer, Nottingham. Pet. Oct. 5. Reg. Tudor. O. A. Harris. Sol. Maples, Nottingham. Sur. Oct. 19.

GARLICK, JOHN, victualler, Chesterfield. Pet. Oct. 1. Reg. & O. A. Wake and Waller. Sol. Cutts, Chesterfield. Sur. Oct. 20.

GILBERT, WILLIAM, painter, West Gorton. Pet. Oct. 4. Reg. & O. A. Russell. Sols. Atkinson, Saunders, and Co., Manchester. Sur. Oct. 18.

GLEDHILL, JAMES, travelling draper, Halifax. Pet. Oct. 2. Reg. & O. A. Rankin. Sol. Storey, Halifax. Sur. Oct. 22.

GOODWIN, WILSON, baker, Great Grimsby. Pet. Sept. 9. Reg. & O. A. Davies. Sur. Oct. 22.

GREGSON, EDWARD, stonemason, Bolton. Pet. Oct. 6. Reg. & O. A. Holden. Sol. Ramwell, Bolton. Sur. Oct. 20.

GUBBEN, THOMAS, fishmonger, Scarborough. Pet. Sept. 20. Reg. & O. A. Woodall. Sol. Mason, Scarborough. Sur. Oct. 11.

HARVEY, HENRY, boot maker, Blakenall in Walsall. Pet. Oct. 2. Reg. & O. A. Gregory. Sol. Spiller, Egham. Sur. Oct. 20.

HEAD, JOHN, and BROOM, RUSSELL, carpet manufacturers, Kidderminster. Pet. Oct. 1. Reg. Tudor. O. A. Kinnear. Sols. Allen and Griffin, Birmingham. Sur. Oct. 20.

HOUGH, CHARLES, bit maker, Blakenall in Walsall. Pet. Oct. 4. O. A. Clarke. Sol. Adams, Walsall. Sur. Nov. 4.

JACKSON, CHARLES, shoe manufacturer, Northampton. Pet. Oct. 4. Reg. & O. A. Dennis. Sol. White, Northampton. Sur. Oct. 23.

JONES, ISAAC, beerhouse keeper, Banwell, near Onilwyn. Pet. Oct. 1. Reg. & O. A. Morgan. Sol. Middleton, Neath. Sur. Oct. 19.

KEATES, THOMAS, lunkeeper, Leek. Pet. Oct. 1. Reg. & O. A. Allen. Sols. Messrs. Tennant, Hanley. Sur. Oct. 21.

KING, GEORGE, butcher, King Stanley. Pet. Oct. 2. Reg. & O. A. Anderson. Sol. Wicheil, Stroud. Sur. Oct. 19.

KNAPMAN, EDWARD, jun., blacksmith, Moretonhamstead. Pet. Oct. 6. Reg. & O. A. Pidsley. Sols. Francis and Baker, Newton Abbot. Sur. Oct. 20.

LANCASTER, THOMAS, dyer, Altrincham. Pet. Oct. 5. Reg. & O. A. Southern. Sol. Brownell, Altrincham. Sur. Oct. 25.

MASTEN, JULIUS, grocer, Great Grimsby. Pet. Sept. 28. Reg. & O. A. Daubeny. Sol. Silb, Hull. Sur. Oct. 15.

MAY, JAMES, beerhouse keeper, Bristol. Pet. Sept. 29. Reg. & O. A. Harley and Gibbs. Sol. Beckingham, Bristol. Sur. Oct. 22.

MITCHELL, GEORGE, millwright, St. Mary Church. Pet. Oct. 5. Reg. & O. A. Pidsley. Sol. Carter, Torquay. Sur. Oct. 20.

MITCHELL, GEORGE, smack owner, Gorleston. Pet. Oct. 5. Reg. & O. A. Chamberlin. Sol. Wiltshire, Great Yarmouth. Sur. Oct. 22.

MORRIS, WILLIAM, late grocer, Hafod, near Swansea. Pet. Sept. 27. Reg. & O. A. Morris. Sol. Smith, Swansea. Sur. Oct. 18.

MORTIMER, JOHN, stationer, Leeds. Pet. Oct. 4. Reg. & O. A. Marshall. Sol. Hildesley, Leeds. Sur. Oct. 21.

NEAL, HERB, JOHNSON, watchmaker, Great Grimsby. Pet. Sept. 9. Reg. & O. A. Daubeny. Sur. Oct. 22.

ROBINSON, CHARLES, engine tender, Sheffield. Pet. Oct. 5. Reg. & O. A. Wake and Rodgers. Sol. Dyson, Sheffield. Sur. Oct. 21.

ROSTON, JOHN, fish dealer, Blackburn. Pet. Sept. 15. Reg. & O. A. Bolton. Sur. Oct. 25.

SLACK, WILLIAM, furnaceman, Sheffield. Pet. Oct. 5. Reg. & O. A. Wake and Rodgers. Sol. Mellor, Sheffield. Sur. Oct. 21.

SMART, JAMES, brickmaker, Church Gresley. Pet. Oct. 1. Reg. & O. A. Hubbersty. Sol. Wilson, Burton-upon-Trent. Sur. Oct. 20.

SMITH, THOMAS FORREST, commission agent, Blackburn. Pet. Sept. 15. Reg. & O. A. Bolton. Sols. Messrs. Backhouse, Blackburn. Sur. Oct. 22.

THOMPSON, WILLIAM, provision dealer, Gateshead. Pet. Oct. 5. Reg. & O. A. Ingledew. Sol. Dove, Newcastle. Sur. Oct. 22.

TOWNSEND, COTMAN, photographer, Doncaster. Pet. Oct. 5. O. A. Young. Sols. Roberts and Mellor, Sheffield. Sur. Oct. 20.

TRUENAM, CHARLES WILLIAM, jet ornament manufacturer, Whiby. Pet. Oct. 5. O. A. Young. Sol. Simpson, Leeds. Sur. Oct. 23.

WALKER, WILLIAM, late beerhouse keeper, Little Driffield. Pet. Oct. 4. Reg. & O. A. Tonge. Sol. Hodson, Great Driffield. Sur. Oct. 21.

WHIRLEDGE, WILLIAM, shoemaker, Eglington. Pet. Oct. 6. Reg. & O. A. Hubbersty. Sol. Leech, Derby. Sur. Oct. 27.

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shipbuilder, Pa.
Rehman and

of J. H. Cook, Esq., paymaster, Royal Navy, of Saltash.

DEATHS.

DURRANT.—On the 10th inst., at 23, Guildford-street, Russell-square, London, W.C., aged 48, George John Durrant.

SMITH.—On the 30th ult., aged 52, Mr. R. Smith, solicitor, of

of J. H. Cook, Esq., paymaster, Royal Navy, of Saltash.

DEATHS.

DURRANT.—On the 10th inst., at 23, Guildford-street, Russell-square, London, W.C., aged 48, George John Durrant.

SMITH.—On the 30th ult., aged 52, Mr. R. Smith, solicitor, of

square, London, W. C., aged 48, George John Durrant.
SMITH.—On the 30th ult., aged 53, Mr. R. Smith, solicitor, of
Guldrey-lodge, Sedbergh.

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To Readers and Correspondents.

NOTICE.—A new clerk has, in the "Index to Cases," erroneously cited the *Law Reports* from the parts instead of volumes. An erratum leaf will correct the errors next week.

All anonymous communications are invariably rejected. All communications must be authenticated by the name and address of the writer, not necessarily for publication, but as a guarantee of good faith.

THE
Law and the Lawyers.

The Chief Justiceship of the Island of Trinidad is vacant by the death of the Hon. G. W. KNOX, who had held the appointment for twenty years. It is worth 1500*l.* per annum.

The Northern Circuit has lost another leader. Not very long since Mr. EDWARD JAMES died suddenly; he was followed by Mr. STEPHEN TEMPLE; and now Mr. THOMAS JONES is struck down by apoplexy. It is somewhat remarkable that the first and last died during the Long Vacation. Mr. JONES, indeed, had returned to

work, but his holiday terminated only a few days before his death. His age was fifty-seven. He practised until he was thirty-five as a special pleader, and he was twenty years at the Bar before he attained silk. He was a sound lawyer, but little of an advocate. The members of his circuit held him in very high esteem; but he was equally kind to all men at the Bar who sought his advice, and especially to the young. On his circuit his loss will be long felt.

We notice below the points in the dispute between counsel and the commissioners at Beverley, but we have not there referred to the dilemma in which the commissioners were placed in attempting to remove counsel from the court. The very contention was that the commission was legally defunct; this being so, the power to punish contempt conferred by section 12 of the Act was gone; and any constable or bailiff who ventured to lay a finger upon counsel would have made himself liable to an action of trespass. Further, as to the right of counsel to be present, an argument was addressed to the commissioners which does not appear in the report, to the effect that the right existed on two grounds, first, that the Commissioners' Court being to all intents and purposes a court sitting at Nisi Prius, there is a right inherent in the Bar to attend; and, secondly, on the ground that they were the representatives of a person summoned before the court. This point probably will never be argued; the other, relating to the legality of the proceedings of the commissioners, must be settled by competent authority within a short time.

THE Right Hon. JOHN EDWARD WALSH, Master of the Rolls in Ireland, died in Paris on Tuesday. The right hon. gentleman was in the fifty-third year of his age, was called to the Bar in Ireland in 1839, obtained a silk gown in 1857, became Attorney-General for Ireland in 1866, was in the same year elected M.P. for the University of Dublin, and having represented the University for a short time was appointed Master of the Rolls.

THE SKIRMISH AT BEVERLEY.

THE scene in the Bribery Commissioners' Court at Beverley, when Mr. Serjt. SLEIGH, Mr. MORGAN HOWARD, and Mr. CHARLES EDWARDS objected to the jurisdiction, seems to have been remarkable. The learned serjeant's objection was that only two commissioners were present when the court was adjourned until the day on which counsel appeared, and that, under the statute and upon a series of authorities then upon the table, the adjournment was invalid by reason of the absence of one of the three commissioners. The Act (15 & 16 Vict. c. 57) says that "in case any of the commissioners so appointed die, resign, or become incapable to act, it shall be lawful for the surviving or continuing commissioners or commissioner to act in such inquiry as if they or he had been solely appointed to be commissioners or a commissioner for the purposes of such inquiry." Unless, therefore, death, resignation, or incapacity, prevent the attendance of a commissioner, it would seem to be unlawful for the court to proceed in his absence. We do not propose to discuss these points; but we are informed by those who have examined the matter that it is one fatally affecting the validity of the proceedings of the court.

We may mention that the object which Sir HENRY EDWARDS had in view in objecting to the jurisdiction was this: The commissioners had refused to call him as a witness, and consequently his only means of clearing his character is by prosecuting witnesses for perjury; but this he could not do if the court before which the perjury was committed was not properly constituted, and had not, therefore, legal power to administer a binding oath. This is a point of view from which the commissioners have probably not looked at the subject, but it is clearly one of very considerable importance.

A writer in the *Globe*, on Thursday evening, dating from the Temple, and signing himself "A Lover of Judicial Dignity," reminds us of the course taken on an analogous occasion. He writes:—"They (the commissioners) would have been wiser to have followed the example of the Lisburn Election Committee, whose decision must be fresh in the memory of most men. Then, an illegal adjournment had been made under

circumstances somewhat similar to the present case. It was argued that the court had become *functus officio*. Its members retired to consider the question, and, having returned, announced their conviction that the objection was valid. Had Her Majesty's commissioners at Beverley followed this precedent, retired and conferred upon the point, it would have been a course far more dignified to themselves, far more manly and straightforward towards the counsel who were before them, and far more just and equitable towards the public. If the objection is valid, their opposition will have been useless, they will be none the less holding an illegal court, with no power to report their proceedings. The borough cannot be called upon to refund the expenses of the present inquiry. For their own credit, then, and for that of the legal Profession, it is to be hoped that they will take the opinion of the law officers of the Crown with as little delay as possible."

These are sentiments which the entire Profession will fully indorse.

THE CROWN AND THE CHURCH.

THE opposition to the appointment of Dr. TEMPLE to the see of Exeter has raised a discussion as to the power which the Crown possesses in such matters. We are enabled to investigate the subject without much trouble, owing to the recent publication of the third volume of Mr. FINLASON's very valuable edition of Reeves. It is stated in the text at p. 246, that the King's supremacy was made complete by 26 Hen. 8, c. 1, by which it was enacted that the king shall be taken as "the only supreme head in earth of the church, called Anglicana Ecclesia; and shall have all authority thereto annexed, to reform and correct all errors, heresies, and abuses which may be amended by any spiritual jurisdiction whatsoever."

In a note Mr. FINLASON remarks that the statutes transferred to the King the Pope's authority, that is to say, not only a temporal, but a spiritual authority; and he points out that in *Bale's* case, which came before the court in the reign of James I, the court affirmed that the Irish statute—very similar to the English one—which gave authority to the Queen and her successors to create bishops by their patents, without *congé d'elire*, did not give any new power, but was only a restitution of the common law, and that the King before the statute might create a bishop without any writ of *congé d'elire*, which was but a form of ceremony the Kings of the realm had agreed to observe: (*O'Brien v. Knivan*, Cro. Jac. 552.) Mr. FINLASON goes on to say, "This was no doubt the high prerogative doctrine of the Tudors and Stuarts; and it was reasserted in the same reign in a case in which it was held that the King, by virtue of the royal supremacy at common law, could make orders and constitutions for the government of the clergy, without the authority of Parliament, to deprive them if they disobeyed; so that the Crown at common law, according to this doctrine, had all the power the Pope ever claimed, and had full power to alter or declare or define faith, morals and worship; and the authority of Parliament was necessary to restrain and not to constitute the prerogative." (Cro. Jac. 37.)

At a subsequent page our author traces the descent of the religious supremacy and its exercise in the government of the Church. Referring to the reign of Edward VI. (p. 447), he says, "It is impossible not to perceive that in this reign the system of rule which had prevailed under Henry was continued . . . that clergy and laity were alike subdued and subservient and enslaved under an ascendancy of royal authority which amounted to perfect and absolute tyranny. The Parliament empowered the King to compile a body of canon laws which were to be valid though never ratified by Parliament. . . . The bishops had been compelled to take commissions in which it was declared that they held their sees during the King's pleasure only." Further, at page 573, he writes, "The ecclesiastical policy of Elizabeth was in thorough consistency with that of her sister, her brother, and her father. It consisted simply of the assertion of the royal supremacy in spiritual not less than in temporal matters, 'The Act by which the ecclesiastical revolution was accomplished,' says Sir J. MACKINTOSH, 'consisted of the revival of all the statutes of Henry VIII. against foreign jurisdiction, which, in imitation of that monarch's equivocal language, they called

restoring the ancient jurisdiction of the Crown over the state ecclesiastical: (1 Eliz. c. 6) . . . All spiritual jurisdiction was by the same Act annexed to the Crown, and the sovereign was empowered to exercise it by commissioners appointed under the Great Seal." And, at page 574, we find it stated in a full and luminous continuation of the note from which we have just quoted, that "whoever denied the supremacy or attempted to deprive the Queen of that prerogative, forfeited for the first offence all his goods and chattels, for the second was subjected to the penalty of a *procurmure*, but the third offence was declared treason. . . . A law was passed confirming all the statutes enacted in King Edward's time with regard to religion. The nomination of bishops was given to the Crown without any election by the chapters."

We think it may be taken without further discussion that the licence to the dean and chapter is a mere ceremony. From the quotations which we have made from Mr. FINLASON's notes to Reeves, it is clear that the statutes of Henry VIII. being revived in the reign of Elizabeth, are still in force, and 25 Hen. 8, c. 20, says this: "And furthermore be it ordained and established by the authority aforesaid, that at every avoidance of every archbishopric or bishopric within this realm, or in any other the King's dominions, the King our sovereign lord, his heirs and successors, may grant to the prior and convent, or the dean and chapter of the cathedral churches or monasteries where the see of such archbishopric or bishopric shall happen to be void, a licence under the great seal, as of old time hath been accustomed, to proceed to the election of an archbishop or bishop of the see so being void, with a letter missive containing the name of the person which they shall elect and choose; by virtue of which licence the said dean and chapter, or prior and convent, to whom any such licence and letters missive shall be directed, shall with all speed and celerity in due form elect and choose the same person named in the said letters missive to the dignity and office of the archbishopric or bishopric so being void, and none other. And if they do defer or delay their election above twelve days next after such licence or letters missive to them delivered, that then for every such default the King's highness, his heirs and successors, at their liberty and pleasure shall nominate and present, by their letters patent under their Great Seal, such a person to the said office and dignity so being void as they shall think able and convenient for the same."

In the case of the election of Dr. HAMPDEN to the see of Hereford, in 1848, a question was raised very similar to the one which is now being discussed. The facts are somewhat different, inasmuch as in Dr. HAMPDEN's case he had been elected, but at the time of his confirmation, on the usual challenge to all objectors to come forward and be heard being delivered, certain objections on the score of some of the religious tenets alleged to be held by Dr. HAMPDEN, were tendered; but the officers in ministrations refused to receive them. Upon this a rule was obtained by the objectors, in the Court of Queen's Bench, to show cause why a *mandamus* should not issue to the ARCHBISHOP OF CANTERBURY to receive the objections. The Judges were not unanimous in opinion, but it was decided that the rule should be discharged, the chief ground of the decision being that the *congé d'élire* was imperative: (11 Q. B.)

In the Statute of Henry VIII. there is a spice of that tyranny, spiritual as well as lay, which Mr. FINLASON frequently remarks upon as characterising the reigns of that monarch and his immediate successors, for if the election by the dean and chapter be the mere ceremonial attendant upon the execution of the royal pleasure, which can be so easily dispensed with in the manner provided by the statute, why impose the penalties of *procurmure* on the disobedient? It is hard to suppose that these penalties would be inflicted if incurred, but the dean and chapter will be very foolish if they court so ridiculous a martyrdom.

THE PROSECUTION OF THE ALBERT DIRECTORS.

MR. KNOX has dismissed the summons because the prosecutor did not appear in person to submit himself to a cross-examination, which, it was stated, would have revealed the fact that he

had passed by another name, that he was a bankrupt not long ago, and that the shares he held were purchased with borrowed money. No other shareholder would accept the responsibility of a prosecution in which it would be necessary to prove, not merely incapacity or reckless expenditure, or rashness on the part of the directors, but that *intent to defraud*, which constitutes the indictable offence. In this case not the slightest evidence was suggested to show that they made a statement, or that they did so knowing it to be false, and with intent to defraud. If, therefore, the prosecution had proceeded, nothing would have been made of it. The directors did not exceed the powers vested in them by the deed of settlement, and though they acted indiscreetly in paying so large a price for the businesses they bought, they could easily have shown that they were advised in it by competent calculators, and that they believed they had made a good bargain. Shareholders should remember, before they blame directors for the non-success of a speculation, that they knew it to be a speculation when they resolved to take part in it, and that they had no right to anticipate great gain without also hazarding the loss of their stakes. The failure of the Albert was undoubtedly due to its many amalgamations, procured at a cost which did not sufficiently estimate the commission and other expenses attending the transaction. Lord WILLIAM HAY, the chairman of the committee of policy-holders, states that the Alliance had proposed terms which would secure to the policies 75 per cent. of their nominal value. If this can be done, the offer should be at once accepted.

THE EUROPEAN ASSURANCE OFFICE.

THE petition for the winding-up of this company has been dismissed with costs. The principle that governed the decision was very clearly explained by Vice-Chancellor JAMES. A company can be wound-up for inability to pay existing debts. But it was not shown that the office in question had not means to meet all current claims; on the contrary, it was satisfactorily shown that it could pay, not only whatever debts are now due, but all policy claims likely to fall due for many years to come. The contention of the petitioner was, that the company must be ultimately insolvent, because it had not any accumulated fund sufficient to meet the ultimate demands of its entire number of policies. But the Vice-Chancellor very wisely determined that this was a question out of the scope of the Winding-up Act, and which it would be impossible for a court to investigate. It would, indeed, be monstrous if a company could be wound-up merely upon a calculation of future possibilities or impossibilities. Emphatically in such a case would the maxim of "Sufficient unto the day" apply.

We trust that this very righteous judgment, with the heavy costs it will impose upon the petitioners will operate to deter the professional "wreckers" from their unholy enterprises. We know not if any of the promoters of the petition were of the class which has been thus designated; but their fate should operate as a warning. It is well known that there were company makers, professional company amalgamators, and professional company wreckers, and that the three characters were often united in the same person. It is notorious that, since the failure of "The Albert," and the whispers against other offices consequent upon that catastrophe, there has sprung up a small army of vultures who have been prowling about looking for companies to kill, with the hope of preying upon the carcass. To them the snatching of the European from the fate designed for it will be a great discouragement, and if it should have the effect of arresting the operations of the wreckers in other directions, a great public service will have been done.

ELECTION INQUIRIES AND THE PRINCIPLE OF SELF DEFENCE.

THE Beverley Commissioners have distinguished themselves in many ways, and, amongst others, in placing Mr. SPOFFORTH in a light before the public in which no professional adviser doing his duty according to the ordinary rules of practice, and in accordance with the law of England, ought to be placed. A reflection was cast upon

him because he advised persons who had been engaged in election matters, and who were anxious that what they had done in the excitement of a contest should not be subjected to the investigation of three zealous barristers, armed with inquisitorial powers, that they were justified in assisting themselves by destroying any evidence in their possession which might criminate them. The comments made upon this proceeding on the part of Mr. SPOFFORTH, acting, be it remembered, as a professional adviser, have called forth two letters on different sides of the question both from lawyers, one anonymous, but emanating, as we know, from a gentleman very eminent in his branch of the Profession, and the other from Mr. BOYD KINNEAR. The points taken are these:—

The anonymous writer says that if—"which Heaven forbid"—he was ever called upon to advise some terrified possessor of dangerous papers, in prospect of an election inquiry, he should feel bound to say to him, "These papers appear to be your own private property, the law allows you to do what you like with them, and imposes no penalty on their destruction. As one of the public, you are called on to assist the law by their production. You will proclaim them to be criminating if you do not produce them. But, as a person implicated, you have both legally and morally a right of self-defence. It is for you to judge whether your danger compels you to exercise it." Mr. KINNEAR says that the advice of an upright friend, whether lawyer or not, ought to be: "You say you have broken the law; then in point of morality your duty is to confess the offence and accept the penalty. You have no moral right to escape punishment by concealment of your crime. The law of England, however, fearing you may be a liar, will not compel you to answer any question about your guilt, and if you choose to avail yourself of a defence founded on that hypothesis you may destroy any evidences of your guilt which may be in your power."

The first writer shows clearly that there is no legal obligation resting upon anyone affected by an election inquiry to produce papers until the receipt of the summons: "Up to that moment, if the documents are not held in trust for other parties, the owner is at liberty to deal with them as he chooses. If he destroys them he exposes himself to misconstruction, which he may not be able to clear, and to a strong presumption of their adverse contents. But the destruction before summons received is not prohibited by law nor subject to any legal penalty. This, I apprehend, is the answer to the legal question."

On the question of moral obligation this writer is equally clear that any man is morally justified in his own self-defence in destroying incriminating papers. He points out that in all cases of this nature two conflicting rights come into collision—the right of the State to investigate a crime, and the right of the individual to protect himself. "Neither of these rights," he says, "can be safely pushed to an extreme. The unrestrained right of the individual would produce lawlessness, and the unlimited right of the State would produce tyranny." Then as regards the position of the professional adviser, he says, "Is the no-crime of the principal a crime in an adviser? That can hardly be contended. There is no legal penalty on a defendant for destroying, before summons received, his own private papers. Neither is there any penalty on a legal adviser who tells him his right to do so. So, where there is no moral guilt in such an act of a defendant, there can be no moral guilt in such advice of his professional adviser. A professional man, be he barrister or attorney, is not the judge or the bishop of his client, but his advocate. He is bound to put himself in his client's place, to tell him his legal rights, and to advise him to the best of his judgment how he may extricate himself with the least injury."

Stated shortly, the opposing views this: One says a guilty man has the right to protect himself from what the law says shall be the consequences of his acts, and has a right to demand from an advocate the best advice how to do it.

The other says: No guilty person has a right to object to anything by which the simple truth is made known, and no professional man is justified in assisting or defending the guilty.

In our opinion, it is only necessary that we should place these two propositions in juxtaposition to elicit from all our readers the strongest

expressions in favour of the first and in condemnation of the second. Indeed, Mr. KINNEAR's morality is utterly Utopian. It makes no account of the infirmities of human nature which the law itself most carefully considers. And in election matters these infirmities appear and produce a result which the law has declared to be a crime, but which really hovers on the boundary line between civil and criminal offences. And there is another feature in these election inquiries which distinguishes them from ordinary criminal trials. The issue involved is not one of guilty or not guilty, as in the case of a trial even before an election Judge; but the commissioners of our day have stretched their powers to the very limits. We hardly like to use the word abuse, but we must say that the opinion of the Profession is that at Beverley and Bridgewater the powers of the commissioners have been strained to the utmost, and knowing what the disposition of the commissioners usually is, we say without hesitation, that it was the bounden duty of a professional adviser to do all that he legally could to protect his client from the dreadful ordeal of examination and cross-examination by three barristers—an ordeal which we venture to say the best of men would shrink from when covered by the restraining presence of a presiding Judge, but which becomes intolerable when uncurbed by any such influence. We have before declared our opinion that these royal inquiries are engines of moral torture opposed to the spirit of our Constitution. As the anonymous correspondent, to whom we have referred, remarks, "In election inquiries the principle of discovery has been developed to the fullest extent, and the older maxims totally disregarded;" and he adds, after citing the statute, "it would scarcely be possible to create a system more completely opposed to the rest of our criminal law." If, then, it is justifiable in ordinary cases within the jurisdiction of our criminal courts for a man to refuse to criminate himself, and to be advised how to defend himself against the consequences of his acts, *à fortiori* should it be declared justifiable where the process is inquisitorial.

MUNICIPAL AND PARLIAMENTARY ELECTIONS.

(Continued from page 423.)

NO. VI.

AGENCY.

THE words used in the Corrupt Practices Act to denote acts which are to affect a member's return are these, "by himself or by any other person on his behalf." In one of the first petitions tried before a Judge (the *Norwich Petition*, 19 L. T. Rep. N. S. 615), the effect of these words was considered, and Baron Martin held that they included any person for whom in law the member was responsible, whether he be an agent directly appointed by the member, or whether he be an agent by reason of the construction which has been placed upon the Act of Parliament—a construction which his Lordship remarked is to some extent binding on the Judges. The contention of counsel for the respondent in that case was that the respondent could not be held responsible for an act to which he was not privy. This contention was at once disposed of, and without citing further authority—and every petition tried is an authority on this point—it is to be taken that the candidate must suffer the consequences of the acts of every person for whom he is legally responsible.

The important question which we have now to consider is, what constitutes an agent. And in the first place it should be observed that it was held by Mr. Justice Willes in the *Windsor Petition*, 19 L. T. Rep. N. S. 613, that mere employment does not constitute agency, and that therefore bribery by a messenger unauthorised to canvass did not affect the election. Payment for services, indeed, is not an element in the matter at all, for it was held by Mr. Justice Blackburn in the *Bewdley Petition*, 19 L. T. Rep. N. S. 676, that it is not necessary that an agent should be paid in order that his act should affect the member's seat. Again, agency is not established by the mere fact of a person's name being on the published list of the committee: (20 L. T. Rep. N. S. 24.) But Mr. Justice Willes there said, "If I find a person's name on a committee from the beginning, that he attended meetings of the committee; that he also canvassed, and that his canvass was recognised so far as it went,

I must require considerable argument to satisfy me that he was not an agent within the meaning of the Act of Parliament."

So much for negative decisions. Now as to affirmative, we have the high authority of Mr. Justice Willes for saying that no distinction is to be drawn, as regards agency, between bribery, treating, and undue influence: (21 L. T. Rep. N. S. 990.) His Lordship was at first disposed to exclude treating from the acts done by an agent which should avoid the election, but his conclusion was that the 36th section of the Act must be read literally. Therefore all the corrupt practices stand upon the same footing as regards agency. In the *Norwich* petition (*sup.*) we have the strongest evidence of agency, for there the learned Judge held that the agency of a particular individual had been proved "up to the hilt." Three persons stated him to be a canvasser. It was proved that he canvassed in the company of the son of the sitting member, and that on the afternoon of the day of the polling he went to a public-house and bought votes. Further, as to canvassing, Mr. Justice Willes in the *Guildford Petition*, 19 L. T. Rep. N. S. 729, said (p. 732), "as a rule agency to bind the member would be agency to canvass or to procure votes on his behalf." He made the further remark which we do not fully appreciate, that agency may, under the new system, assume a novel form in which it may be necessary for the court to recognise it.

Now arises the question what is authority to canvass?

In the *Windsor Petition* (*sup.*) Mr. Justice Willes said "an authority for the general management of an election would involve an authority to canvass." And in making that observation his Lordship remarks that he purposely used the word "authority" and not "employment," because he intended to refer to persons who were not paid for their services. It is quite clear, of course, as remarked by Mr. Justice O'Brien in the *Londonderry Petition* (Printed Judgments, Part II., p. 252), that no mere supporter of a candidate who chooses to ask for votes, and to make speeches in his favour, can force himself upon the candidate as an agent. In the *Westbury* petition, Mr. Justice Willes said the act done to affect the candidate must be done by his procurement, and held it immaterial whether a desire that a person should canvass be expressed or implied, by words or by actions. And the learned Judge, in that case, gave a definition of canvassing. "Canvassing," he said, "may be either by asking a man to vote for the candidate for whom you are canvassing, or by begging him not to go to the poll, but to remain neutral, and not to vote for the adversary. No distinction can be drawn except in the amount of favour between voting for a man and abstaining from voting for his adversary. That such is the law appears from the 17 & 18 Vict. c. 102, which places on the same footing inducing a man to vote at an election and inducing a man to abstain from voting."

The question of What is agency? was much discussed in the *Staleybridge Petition* (20 L. T. Rep. N. S. at pp. 76, 77), especially with reference to the acts of volunteers. One of the counsel there urged that the responsibility of the candidate should be limited in the case of volunteers, that the petitioners should be bound to show some authorising on the part of the candidate to the person whose acts are sought to be made available against him. In his judgment Mr. Justice Blackburn considered the arguments addressed to him, and went fully into the matter. And first he noticed a mode of constituting a person an agent, which he had held in the *Bewdley* case (*sup.*) to be most effective, that is so as to make the candidate responsible not only for the acts of the person so appointed, but for the acts of those whom that person might employ as his agents. Sir R. Glass put money into the hands of a person at Bewdley, and exercised no supervision as to how it was to be expended, simply giving directions that it should not be expended illegally. The Judge came to the conclusion that there was such an agency established as to make the candidate responsible to the fullest extent. The evidence did not go so far as this in the *Staleybridge* case, but the learned Judge held that the mere act of taking the committee rooms by the volunteer committee amounted to evidence that the sitting member and his people did request those committees to bring up voters when they could, and consequently that the persons who,

joining those volunteer committees, went and fetched voters, were in one sense employed by the sitting member to bring up voters.

In this same case Mr. Justice Blackburn takes occasion to say that he does not think the principle that a person employed to canvass makes the candidate responsible for his acts, laid down by Mr. Justice Willes in the *Windsor* case, can be accepted as a hard and fast line. "As a general proposition," he said, "that would go a great way towards saying who is an agent, but I don't think we can take it as an absolute hard and fast rule, on which we can say that wherever a case of corruption has been brought home to a person who was within this limit, the seat should be vacated. The effect of that would be to say that wherever there were volunteers who were acting at all and whose voluntary acting was not repudiated by the candidate nor his agents; wherever, in fact, a person came forward and said, 'I will act for you and endeavour to assist you,' and the candidate or his agent said, 'I am very much obliged to you, sir; any corrupt or improper act done by the volunteer, although unconnected with the member, would render the election void.' "At present," his Lordship added, "I cannot go further than to say that each case must be considered upon the whole facts taken together, and it must be determined in that way whether the relation between the person guilty of the corrupt practice and the member was such as to make the latter fairly responsible for it." This is equivalent to saying that no general rule can be laid down on the question of authority by implication; but his Lordship said later on that in drawing the inference the reason of the rule which makes a candidate responsible for the unauthorised acts of his authorised agent should be borne in mind.

It seems to be agreed by all the Judges that in considering the question of agency the nature of the acts done by the alleged agent are most material. In the *Staleybridge* judgment, from which we have been quoting, Mr. Justice Blackburn said that "whenever it appears that the things are numerous done it would go very far to show that the agents did come within that principle upon which the law is founded, viz., that they were persons, the benefit of whose foul play the member was to get, and therefore it would be right that he should forfeit his seat in consequence." The same learned Judge further considered this question in the *Hastings* petition, which we report this week. His Lordship there says, "I have frequently had it in my mind that there is great difficulty, in strict logic, in making the agency of a person dependent upon the extent of the corrupt practices committed by him. It does seem that in strict logic, if a man would be an agent if he was shown to have corrupted one hundred people by paying them 5s. a piece, then if he corrupts only a single man by giving him a single glass of beer, he ought to be regarded as an agent equally. There is no doubt, in strict logical language, you will find a difficulty in making the distinction, yet I cannot but feel that, in administering justice and in administering the law in such a way that it would be tolerable one must make some distinction of that sort. There is the same thing that constitutes a man an agent in the one case present also in the other case; but I cannot but feel that where the case is a small isolated solitary case, it requires much more evidence to satisfy one of agency than would otherwise be necessary. If a small thing is done by the head agent . . . the agent for the election expenses, I think that would have upset the election; and if small things to a considerable extent were done by a subordinate person, comparatively slight evidence of agency would probably have induced one to find that he was an agent."

This, we think, may be taken to be the view adopted by the Election Judges, and having disposed of the mode in which an individual agent may be constituted, we will proceed to the question of the agency of associated supporters. In the *Westminster Petition*, at p. 246 of 19 L. T. Rep. N. S., Baron Martin deals with the point, observing that he could not suppose that where an association of persons numbering 600 or 700 members, chooses to call itself a committee, that therefore they become the agents of a candidate for the purpose of making him responsible for a wrong act or an illegal act done by them. And subsequently he defined a committeeman. "The committeeman," he said, "whom I mean, and for whom I would hold Mr.

Smith responsible, is a committeeman in the ordinary intelligible sense of the word, that is to say, a person in whom faith is put, and for whose acts he is responsible." Nothing more need be said as regards this, we having noticed the subject of the agency of political associations incidentally in discussing the *Wigan* and *Tamerton* cases under "Candidate and Agent." Suffice it to say that it must be taken as established that there is no partnership privity between the parties subscribing to a political association; nor does the fact of subscribing confer any authority upon the person who manages it to make them responsible for an illegal act done by him.

There is another point which deserves notice, and which was prominently discussed in the *Blackburn* petition, namely, the effect of a circular issued to the overseers, managers, and tradesmen having influence over workpeople, in constituting them agents.

We think it important that this circular should be set out. It ran as follows:

Blackburn, Oct. 12th 1868.

Dear Sir,—At a very influential meeting of the Conservative party, held at the Registration-rooms, Clayton-street, on the 8th inst., for the purpose of making arrangements for securing the return of Messrs. Wm. Henry Horaby and Joseph Fielden as the representatives of the Parliamentary borough at the ensuing election, the gravity and importance of the crisis in our national history at which the election occurs was very prominently referred to, and it was decided that all millowners, and their managers and overlookers, and all master tradesmen and others possessing influence, should be strongly urged to exert that influence so as to secure, in the municipal elections as well as in the Parliamentary, the success of the candidates who adhere to the Constitution in Church and State—the Constitution under which the people of this country enjoy freedom and security to a greater extent than is enjoyed by any other nation under the sun—and who are opposed to the levelling principles, demoralising in tendency, which would make Christian England a Godless nation, undermine the stability of the Throne and the security of property, and hasten on an era of anarchy and misrule.

Believing that you know and appreciate the blessings, temporal and religious, secured to this country by the Constitution which is at the present time so violently threatened by unscrupulous politicians, we venture to urge upon you most strongly the necessity of vigorous personal effort, to secure the return, as town councillors, of gentlemen who hold, with respect to national politics, Constitutional principles, and the return to Parliament of our two known and tried representatives, Messrs. W. H. Horaby and Jos. Fielden.

Signed on behalf of the meeting, &c.

This circular was afterwards, in the opinion of the Judge, adopted by the sitting members, and he held that it must be taken as being their act, just as much as if each of them had written a letter to the same effect to every "manager, overlooker, and tradesman, and any other person having influence," in the town of Blackburn. "It is," he said, "a power of attorney, to the extent to which it goes, to every individual in any of those classes, to do that which the circular requests him to do." But his Lordship put some strong limitations on the extent of the agency so created. He said: "Of course it would be prodigious to say that it at once made every overlooker in the place an agent of the Tory candidates. That would be quite out of the question, because if it were so it would follow, in strictness of law, that they would be equally answerable for the acts of the overlookers of the opposite way of thinking, or that they would be liable to be unseated for acts done in bad faith by some person who pretended to be an agent of theirs, for the purpose of betraying them by doing actions which might eventually invalidate the election. Such persons being out of the case, it appears to me that the effect of this circular was to make an agent of every person having authority, down to the last grade, that of overlookers over the hands, and to request and therefore authorise each such to influence the hands who were under him, for the purpose of inducing them to vote for the candidates upon whose behalf this document was issued, and any overlooker, and consequently anybody in that or any higher grade who *bona fide* took up the Tory side, and who acted upon this circular, and did canvass for the sitting members, became their agent, and his acts did bind them to the extent and under the circumstances which I have already explained in speaking of the first question."

(To be continued.)

DIGEST OF SHIPPING LAW CASES.

FROM 1860 TO 1864.

Edited by F. O. CUMPT, Esq., Barrister-at-Law.

(Continued from page 434.)

COLLISION (continued.)

V. EVIDENCE.

7. *Lighthouse journals*.—Lighthouse journals were admitted by the Court of Admiralty to prove the state of the wind and weather, as registered on board of light-vessel, and the testimony of the person who actually made the entries was dispensed with. The Admiralty Court does not adhere strictly to the common law rules of evidence: (*The Maria Das Doras*, A. C. Jan. 22, 1863; 1 Mar. Law Cas. 306.)

VI. FISHING VESSELS.

8. *Collision between sailing vessel and fishing lugger*.—*Merchant Shipping Act*.—*Admiralty notice*.—Both vessels were held to be in fault, the fishing lugger having neglected to show a light, which there is a nautical obligation upon her to do where it is required for safety to other vessels. But under the Admiralty notice of Oct. 1858, in pursuance of the Merchant Shipping Act, it was held that there was no statutory obligation on fishing vessels to carry lights so as to preclude them from recovering. Damages equally divided: (*The Olivia*, A. C. May 12 and 13, 1862; 1 Mar. Law Cas. 219; 6 L. T. Rep. N. S. 396.)

VII. FOREIGN VESSELS.

9. *Damage by foreign ship to barge in Thames*.—*Jurisdiction*.—The Admiralty Court has jurisdiction in a cause of damage by a foreign ship to a barge in the river Thames under 537th and following sections of the Merchant Shipping Act 1854. Under that statute the court has authority not only to arrest the ship but to proceed to judgment: (*The Bilbao*, A. C. Nov. 3, 1860; 1 Mar. Law Cas. 5; 3 L. T. Rep. N. S. 386.)

10. *Limitation of shipowner's liability*.—*Merchant Shipping Act*.—A foreign vessel was sunk by collision with a British ship within three miles of the English coast, and it was held that the Merchant Shipping Act 1854 limited the liability of the owner of the British ship to the value of the ship and freight then earned. Cases of *The Argo*, 1 Swab. 112; *Cope v. Doherty*, 4 Kay & J. 367; *The Zollverein*, 1 W. Rob. 96; *The Leda*, 1 Swab. 40; and *The Fernon*, 1 W. Rob. 316, commented upon by the court: (*General Iron Screw Collier Company v. Schuurmann and others*, V. Ch. C. July 20, 21, 22, and 30, 1860; 1 Mar. Law Cas. 60; 2 L. T. Rep. N. S. 696; 1 J. & H. 181; 29 L. J. 877; 6 Jur. N. S. 883.)

11. *Jurisdiction*.—*Admiralty Court Act 1861*, s. 7.—*Injury to life or limb*.—*Lord Campbell's Act*.—Citation in rem issued against a foreign ship on behalf of the representatives of men who had lost their lives through collision within three miles of the shore of Great Britain. Lord Campbell's Act applicable in such a case, the 7th section of the Admiralty Court Act 1861 having extended the jurisdiction of the court to questions of damage done by any ship: (*The Borodino*, A. C. Nov. 12, 1861; 1 Mar. Law Cas. 155.)

VIII. IDENTITY.

12. *Mistaken identity*.—*Costs*.—*Damages*.—On the authority of the judgment of the Privy Council in *The Evangelismos*, Swab. 378, costs were decreed but not damages, where the identity of the ship proceeded against was not proved, but in adopting such proceedings there was neither *mala fides* "nor such gross negligence as implies malice." (*The Active*, A. C. Jan. 31, 1862; 1 Mar. Law Cas. 191; 6 L. T. Rep. N. S. 773.)

IX. LIGHTS.

13. *Rules of the sea*.—A steamer seeing only the white light of a sailing vessel was held not justified in putting her helm to starboard where there was no risk of collision if the two vessels had continued their respective courses: (*The Lyra*, A. C. Ireland, 1861; 1 Mar. Law Cas. 150; 5 L. T. Rep. N. S. 187.)

14. *Merchant Shipping Act*.—*Admiralty notice*.—*Fishing vessels*.—Notice regarding lights issued by the Admiralty in Oct. 1858, in pursuance of the Merchant Shipping Act, held not to be applicable to fishing vessels, but there is a nautical obligation on them to show lights where required for safety: (*The Olivia*, A. C. May 12 and 13, 1862; 1 Mar. Law Cas. 219; 5 L. T. Rep. N. S. 396.)

15. *Order in Council*, 27th July 1863.—*Merchant Shipping Amendment Act*.—Statutory provisions applicable to Bremen and Hamburg vessels under Order in Council, dated 27th July 1863, and Merchant Shipping Amendment Act 1863. Position of lights. Construction of regulations as to carrying red and green lights. Lamps fixed on stands secured to pawlbitts of winlasses and screened to prevent their being seen across the bows, held not to be placed in conformity with the provisions of the statute. Question as to sails preventing the lights from being seen: (*The Gustav and The New Ed*, A. C. Dec. 4, 1863; 1 Mar. Law Cas. 407; 9 L. T. Rep. N. S. 547.)

16. *Affirmative and negative evidence as to carrying lights*.—There being two English vessels meeting each other from opposite directions, it is the duty of both vessels to port to avoid a collision, unless some peculiar circumstance occurred. The D. met the M. and starboarded her helm instead of porting it. She said the M. carried no lights: Held, that the burden of proving that the M. carried lights was upon her, and the affirmative evidence not being sufficient she was held alone to blame: (*The Moderation*, J. C. P. C. Dec. 12, 1863 (affirming judgment of Admiralty Court partly quoted); 1 Mar. Law Cas. 413; 9 L. T. Rep. N. S. 586.)

X. LIMITATION OF SHIPOWNER'S LIABILITY.

17. *Construction of Merchant Shipping Act 1854*.—Provisions then in force limiting shipowner's liability to value of ship and freight—British ship in collision with foreign ship within three miles of the United Kingdom.—Act held to give such limitation of liability to owners of the British ship: *Cope v. Doherty*, 4 Kay & J. 367, and other cases commented on by the court. Question as to reciprocity: (*General Iron Screw Collier Company v. Schuurmann and others*, V. Ch. C. July 20, 21, 22, and 30, 1860; 1 Mar. Law Cas. 60; 2 L. T. Rep. N. S. 696; 1 J. & H. 181; 29 L. J. 877; 6 Jur. N. S. 883.)

18. *Merchant Shipping Act 1854*.—*Damage to life or limb*.—Sect. 504 of the Merchant Shipping Act 1854 is to be read according to its literal meaning and for the purposes of satisfying claims for damage to life or limb, the real value of the vessel and freight is to be taken so long as it is not less than 15*l.* per ton. But this limitation does not apply to a claim for damage to goods. In such a case a decree was made in common form as in the *African Company v. Swaney*, 1 K. & J. 38. Interest to be decreed according to practice of Admiralty Court from date when freight was due if there was freight, or from time of collision if there was no freight: (*Nixon v. Roberts*, V. Ch. C. June 23 and July 2, 1861; 1 Mar. Law Cas. 105; 1 J. & H. 739; 36 L. J. 844.)

19. *Foreign vessels*.—*Security for costs*.—In a case of damage for collision on the high sea between an American and an English vessel. The Court of Admiralty, acting in accordance with *Cope v. Doherty*, 4 K. & J. 367, ordered the foreigner who claimed the benefit of the Merchant Shipping Act 1854, limiting his liability, to give security for costs: (*The Wild Ranger*, A. C. March 18 and 27, 1862; 1 Mar. Law Cas. 206; 31 L. J. 206.)

20. *Damage by collision on high sea between foreign and English vessels*.—Binding nature of ancient law of unlimited liability on Admiralty Court where not modified by statute. The court could not, where the law of the Admiralty Court was modified by statute, give a foreign vessel the benefit of limited liability on the principle of reciprocity under the 504th section of the Merchant Shipping Act. Distinction as to pilotage Act: *The General Iron Screw Collier Company v. Schuurmann*, 1 J. & H. 180; *Cope v. Doherty*, 4 K. & J. 384; 2 De G. & J. 626; and the *Carl Johann* (an unreported case before Lord Stowell, here described), relied on by the court: (*The Wild Ranger*, A. C. Nov. 11 and 18, and Dec. 2, 1862; 1 Mar. Law Cas. 375; 7 L. T. Rep. N. S. 725; 9 Jur. N. S. 134; 32 L. J. 49; see No. 21 hereof.)

21. *Collision between British and foreign ship out of British jurisdiction*.—Owners of British ship held entitled under the 54th section of Merchant Shipping Act Amendment Act to benefit of limitation of liability to the value of 8*l.* per ton of ship's tonnage. Owners of foreign ships will likewise be entitled to the same limitation. Decisions upon the 50th sect. of the Merchant Shipping Act, clearly applying to British ships: *Cope v. Doherty*, 4 K. & J. 381; 31 L. J. 173; *General Iron Screw Company v. Schuurmann*, 1 J. & H. 180; and the *Wild Ranger*, 1 Mar. Law Rep. 275 (*The Amalia*, J. C. P. C. July 27, 1863; 1 Mar. Law Cas. 359; 8 L. T. Rep. N. S. 805; 9 Jur. N. S. 1111; 32 L. J. 161, affirming judgment of Dr. Lushington.)

XI. MISCELLANEOUS CASES.

22. *Rules of sea*.—*Steamer and sailing ship*.—*Scandalising mainsail*.—Intention of one vessel baffled by tide in a river. A schooner having, in order to turn her head down the river Mersey scandalised her mainsail, "which is effected by lowering the peak and hauling the tack of the mainsail close up, to diminish the action of the after sails and let the head sails act with more power," the intended effect was hindered by the flood tide: Held, that a steamer was not in fault for keeping her course in the expectation that the intention of the other vessel would have been carried into effect: (*The Ulster*, J. C. P. C. July 16, 1862 (reversing judgment of A. C.), 1 Mar. Law Cas. 234; 6 L. T. Rep. N. S. 737.)

23. *Lien*.—*Delay in arresting ship*.—*Reasonable diligence*.—Lien in respect of damage enforced against a ship in fault for collision, though she was not arrested till three years after the action

was entered, and in the interval the ship had been sold. What constitutes reasonable diligence in finding out the ship to be proceeded against considered. If the owner settles for the damage with his underwriters, they must be considered as his agents and bound to exercise the same diligence. Principle laid down in the case of *The Bold Buccleugh*, 7 Moo. P. C. C. 267, Notes of Cases, 243; (*The Europa*, A. C. April 16 and 21, and May 13, 1863; 1 Mar. Law Cas. 337; 8 L. T. Rep. N.S. 368; 9 L. T. Rep. N. S. 781; 32 L. J. 188.)

24. *Sale of ship—Net proceeds—Marshal's fees—Interest.*—Plaintiffs having obtained decree in collision case, and the ship having been sold, they were held entitled only to net proceeds of ship after deducting marshal's fees and cost of arrest, &c., and to interest on the net amount from the date of collision. *Leycester v. Logan* (4 K. & J. 725) considered to have reference only to the peculiar relief afforded by the 9th part of the Merchant Shipping Act 1854, and to similar cases under the subsequent Acts: (*The Europa*, A. C. Dec. 1 and 21, 1863; 1 Mar. Law Cas. 420.)

XII. PILOT ON BOARD.

25. *Compulsory pilotage—Merchant Shipping Act—Order in Council, 16th July 1857—Construction of Statutes.*—Owners of ship held liable for damage to another ship where the damage arose solely through the fault of a pilot not compulsorily employed. Steamer licensed to carry passengers, carrying one passenger on a voyage from London to Rotterdam, held, on the authority of *Reg. v. Stanton*, 8 E. & B. 445, to be exempt from compulsory pilotage in the river Thames, under the 353rd, 376th, and 379th sections of the Merchant Shipping Act, and the Order in Council, dated 16th July, 1857. In construing statutes it is an established rule that the Court of Admiralty shall act in conformity with the decisions of the courts of common law: (*The Earl of Auckland*, A. C. Jan 18, 1861; J. C. P. C. Dec. 10, 1861; 3 L. T. Rep. N. S. 786; 1 Mar. Law Cas. 27; 5 L. T. Rep. N. S. 558; 1 Mar. Law Cas. 177.)

26. *Pilotage certificate—Void for misdescription.*—A pilotage certificate granted to the master by the Board of Trade, containing a misdescription of the ownership of the vessel, considered by the judge of the Admiralty Court to be void: (*The Earl of Auckland*, A. C. Jan 18, 1861; 1 Mar. Law Cas. 27; 3 L. T. Rep. N. S. 786.)

27. *Burden of proof—Merchant Shipping Act, sec. 388—Appeal.*—According to the decision of the Privy Council in *The Christiana*, 8 Moo. 160, the burden of proof rests upon the party seeking to be exempt from damage caused by the sole fault of a pilot compulsorily employed under the 388th section of the Merchant Shipping Act, to show that an improper order was given by the pilot, and acted upon. Damage decreed for in the absence of conclusive evidence. As laid down in *The North American*, 12 Moo. P. C. C. 338, the court of appeal, "in order to reverse a judgment, must not merely doubt whether it is right, but be satisfied that it is wrong." (*The Schwalbe*, J. C. P. C. Feb. 13, 1861; 1 Mar. Law Cas. 42, affirming judgment of A. C.)

28. *Foreign ship—Compulsory pilotage—Damage.*—Owners of foreign ship held not liable for damage done solely by default of pilot compulsorily taken under provision of 21 & 22 Vict. c. 92. It is quite competent for Parliament to impose compulsory pilotage on foreign vessels within British waters. Such enactment is not a breach of international law. Held, that under the 128th section of the above Act a foreign ship which had anchored for some days previously to the collision in the river Mersey, was compelled to have a pilot on board: *The Maria*, 1 W. Rob. 106; (*The Anapolis* and *Johanna Stoll*, A. C., April 18, 1861; 1 Mar. Law Cas. 69; 5 L. T. Rep. N. S. 692.)

29. *Compulsory pilotage—Pilotage certificate to master—Hull Pilot Act—Merchant Shipping Act 1854.*—It being pleaded that the owners of a ship were not liable for damage because the collision arose solely through the fault of a pilot compulsorily employed: Held, that the circumstance of a pilotage certificate having been granted to the master, unknown to and not at the time having been taken up by him, did not exempt the ship from compulsory pilotage: (*Hull Pilot Act*, 2 & 3 Will. 4, c. 105, s. 52; and Merchant Shipping Act, sects. 332, 340, 353, 387, and 388 referred to, *The Kilnarney*, A. C. Jan. 18 and 24, 1861; 1 Mar. Law Cas. 121; 6 L. T. Rep. N. S. 905; 30 L. J. 41.)

30. *Pilot's liability for damage—Admiralty Court Act, ss. 7 and 37—Merchant Shipping Act, s. 373.*—Application to the court, under the 7th and 37th sections of the Admiralty Court Act, to call upon pilot to make good damage to extent of 150l., refused, the pilot's liability being limited by the 373rd section of the Merchant Shipping Act to 100l. The 7th section held not to apply to this case: (*The Urania*, A. C., Dec. 3, 1861; 1 Mar. Law Cas. 156.)

31. *Successive collisions—Gross neglect—Liability.*—A collision occurred, for which the owners were held not responsible, by reason that it occurred

through the fault of a pilot compulsorily employed. But they were held liable for damage by subsequent collision with a third vessel, the master and crew being guilty of gross neglect after the first collision took place. Cases in which it is the duty of the master and crew to interfere with the pilot: (*The Annapolis and Golden Light*, A. C., Nov. 19, 1861; 1 Mar. Law Cas. 183.)

32. *Damage done by steamship to "dummies."*—A steamship having come into collision with the river Thames, by no fault of the master or crew, it was held that the owners were not liable for damage, whether the collision was occasioned by the fault of the pilot or by inevitable accident: (*The Castor*, A. C., March 16, 1859; 1 Mar. Law Cas. 205; 6 L. T. Rep. N. S. 106.)

ESTATE AND INVESTMENT JOURNAL.

STOCK AND SHARE MARKETS.

Thursday.

The market continues extremely dull, and the depression of trade in the metropolis grows instead of lessening, as was anticipated.

The following are the fluctuations of the week:—

ENGLISH FUNDS.	Fri.	Sat.	Mon	Tues	Wed.	Thur
Bank of England Stock	238	...	237	...	236	237½
3 ½ Cent. Red. Ann. ...	91½	91½	91½	91½	91½	92
3 ½ Cent. Cons. Ann. ...	93½	93½	93½	93½	93½	93½
New 2½ Cent. Ann. ...	...	...	...	...	...	...
Do. 3½ do. Jan. 1894.	...	...	...	...	...	...
New 3½ Cent. Ann. ...	91½	91½	91½	91½	92	92
5 ½ Cent. Annuities ...	...	...	...	...	...	...
5 ½ Cents. ½ Jan. 1873	...	...	...	...	...	...
Ann. 30 years exp.	...	...	...	...	...	...
April 5, 1885	...	...	...	...	...	...
Do. exp. Jan. 5, 1880	...	...	...	...	...	...
Do. exp. July 1880	...	...	...	...	...	...
Rad Sea Tele. Ann. 1908	...	...	...	...	...	...
Consols, for Acc. ...	93½	93½	...	93½	93½	93½
India 5 ½ Cent. for Acc.	...	...	...	...	...	...
Do. 5 ½ Cents. July 1880	114½	114½	114½	113½	114	...
India Stock, July 1880	...	...	...	210½	210½	...
India Stock, 1874	...	...	...	100	100½	...
India 4 ½ Cent. 1888	100½	100½	100	100	100½	...
India Stock, 5 ½ Cent.	...	...	...	...	...	...
1870	...	...	...	...	...	...
India Bonds (1000l.) 4	...	...	...	...	29s. b	...
per Cent.	...	...	...	...	...	...
Do. (under 1000l.) 4 per	...	...	...	...	...	...
Cent.	25s. b	25s. b	29s. b	29s. b	29s. b	...
Ex. Bills, 1000l.	...	...	...	...	...	...
Do. 500l.	...	...	...	...	...	...
Do. 100l. and 200l.	...	...	...	...	...	...
3 ½ c.	...	...	...	...	...	...

a March 24 per cent., 1s. premium; June 7s. pm.
 b Premium.
 c March 24 per cent. par.; June 11s. premium.
 d March 24 per cent. 1s. pm.
 e June 3 per cent., 10s. pm.
 f June 3 per cent., 7s. pm.
 g March 24 per cent., 1s. premium; June 3 per cent., 7s. premium.
 h Ex. div.

PUBLIC COMPANIES.

NEW COMPANIES.

The Winter's Freehold Gold Mining Company (Limited) of Ballarat.—Five hundred shares of 25l. each, to be paid up to 10l.

The Native Guano Company (Limited).—Capital, 60,000l., in 12,000 shares of 5l. each. This company is formed for the purpose of demonstrating the value of the "A. B. C. Sewage Process," which is a process for purifying town sewage, and manufacturing from it a dry and portable manure for sale.

The Anglo-Australian Gold Mining Company (Limited).—The object is to purchase and work a gold mine, called the "Sir Roderick Murchison," situated at Fryer's Creek, in the colony of Victoria. The mine is within four hundred yards of the property belonging to the Australian United Gold Mining Company. The capital is 50,000l., in 20,000 shares of 2l. 10s. each.

DIVIDENDS.

The Bank of British Columbia.—A dividend at the rate of 4 per cent. per annum.

San Paulo Brazilian Railway Company.—Dividend at 6½ per cent., being within a fraction of the guarantee of 7 per cent. of the Brazilian Government.

The Great Western Railway of Canada.—A dividend on the ordinary shares at the rate of 3 per cent. per annum, free of income tax.

The Australian Mortgage Land and Finance Company (Limited).—An ad interim dividend at the rate of 10 per cent. per annum, payable Nov. 4.

Sagua La Grande Railway Seven per Cent. Bonds.—The half-yearly interest due on the 1st Nov. next, will be paid by the Colonial Company (Limited) at No. 16, Leadenhall-street.

Harper Twelvetyrees (Limited).—A second dividend of 3s. 4d. in the pound is now being paid to the creditors at the offices of the liquidators.

Brighton Arcade (Limited).—Mr. George Whiffin, the liquidator, has issued notices that a second dividend of 4s. in the pound (making, with 7s.

already paid, 11s. in the pound), will be paid on Monday next.

LIQUIDATIONS.

Albert Life Assurance Company.—Vice-Chancellor James has authorised Samuel Lowell Price, of 7, Waterloo-place, Pall-Mall, London, S.W., to receive all accruing premiums, including all premiums not paid since the stoppage of the company on the 13th Aug. last, although the days of grace may have expired, on the terms of the former order, directing the same to be carried to a separate account, and held for the benefit of the persons paying the same, if no arrangement be made with the policy-holders.

The Northern Assam Tea Company (Limited).—Vice-Chancellor James has appointed James Boatwright Gibbons, of 8, Old Jewry, London, accountant, to be provisional official liquidator.

Perdu Carta Lead Mining Company (Limited).—A petition for the winding-up is to be heard before the Master of the Rolls on the 6th Nov.

The United Ports and General Insurance Company.—This company voluntarily winds-up, and Vice-Chancellor James has appointed Mr. Cape (of Cape and Harris) as the provisional official liquidator.

The Family Endowment Life Assurance and Annuity Society.—A petition for the winding-up is to be heard before Vice-Chancellor James on the first day of petitions in Michaelmas Term.

Thompson's Patent Universal Air-Tight Stopper Company (Limited).—Mr. F. B. Smart has issued to the creditors a notice that they may receive the amount of their respective claims in full.

Waterford and Passage Railway Company.—Vice-Chancellor Sir W. M. James has appointed Mr. William Joseph White, public accountant, of 33, King-street, Cheapside, to be interim official liquidator.

Spence's Patent Non-Conducting Composition and Cement Company (Limited).—A petition for the winding-up is to be heard before the Master of the Rolls on the 6th Nov.

Consolidated Land Company of France (Limited).—A petition for the winding-up is to be heard before Vice-Chancellor Malins on the next petition day.

Watermen's Steam-Packet Company (Limited).—This company has wound-up voluntarily, and have appointed Messrs. W. England, F. Tendon, and W. B. Towse, liquidators under the provisions of the Act. All claims against the company must be rendered to the liquidators, at the offices, Roff's Wharf, Woolwich, on or before Saturday, the 23rd Oct.

Lintz Colliery Company (Limited).—Liquidator, J. N. Brown, Esq., Anglesey Chambers, Birmingham.

Messrs. Fleming, Mallinson, and Co., machinists, of Manchester.—Their liabilities reach about 10,000l., and their assets 539l. A committee of investigation has been appointed.

Messrs. Gavin and McKerron, of Glasgow.—The liabilities are stated at 32,717l. and the assets at 18,170l. A composition of 10s. in the pound has been offered and accepted, subject to the approval of a committee.

Mr. D. R. Rodocanachi.—This gentleman has suspended payment with liabilities variously estimated at from 10,000l. to 30,000l.

ELECTION LAW.

THE BEVERLEY ELECTION COMMISSION.

At Beverley, Sir H. Edwards on Tuesday appeared in court with Mr. Serjeant Sleight and two other counsel. When the first witness was called, Mr. Serjeant Sleight objected to the jurisdiction of the court, as on the 27th Sept., the inquiry had been adjourned by two instead of by three commissioners. A very stormy scene ensued. All order in the court was for some time at an end. The Commissioners retired, and during their absence there was great excitement. The superintendent of police had been called upon by the Commissioners to remove Serjeant Sleight, but he declined to do so without an indemnity. The Commissioners declared a firm determination to maintain their authority, and Serjeant Sleight then said he had done his duty, and he would retire. The proceedings then went on as usual.

BOROUGH ELECTIONS.—The Parliamentary return, just issued, relating to the borough elections for England and Wales at the general election in 1868, is defective in regard to five boroughs—Birkenhead, Brecon, Carnarvon, Dudley, and Haverfordwest. With regard to the other 195 cities and boroughs of England and Wales returning members to Parliament, the return shows that in 32 towns there was no contest; in 163 there were contests, and 75 per cent. of the number of electors on the register voted—that is to say, three in every four. The numbers given as on the register now in force generally include duplicate qualifications, and therefore the proportion voting

may have been rather higher than three-fourths. But an average is often compounded of widely diverse items. In some places the proportion voting at the last election was very much higher than three-fourths; the return states that at Ashton-under-Lyne the number voting was 4445 out of the 4822 on the register; at Bewdley 1036 out of 1043, the closest polling of all; at Blackburn, 9088 voted of the whole 9712; at Bridgewater, 1408 of the 1484; at Clitheroe, 1453 of the 1595; at Coventry, 7716 of the 7925; at Droitwich, 1393 of the 1532; at Durham, 1508 of the 1603; at Evesham, 649 of the 716; at Hertford, 789 of the 851; at Knaresborough, 709 of the 766; at Maidstone, 3123 of the 3214; at Northallerton, 758 of the 807; at Peterborough, 2249 of the 2461; at Petersfield, 684 of the 750; at Pontefract, 1902 of the 1910, very close polling indeed; at Preston, 10,459 of the 11,312; at Stockport, 5279 of the 5702; at Tamworth, 1624 of the 1748; at Taunton, 1809 of the 1977; at Warwick, 1545 of the 1688; at Westbury, 957 of the 1046; at Windsor, 1598 of the 1777; at Wycombe, 1201 of the 1338. Many of these are small places in which every vote is of value, and the residuum is sought out and brought to the poll. The polling is much less close in the great boroughs. At the general election of 1868, only 31,145 of the 42,880 on the register for Birmingham voted; at Bristol only 15,176 of the whole 21,153; at Leeds, 27,506 of the 37,510; at Liverpool, 32,080 of the 39,645; at Manchester, 37,156 of the 48,256; at Sheffield, 22,015 of the 29,955; in the city of London, 14,348 of the 20,185; at Westminster, 13,567 of the 18,879; in Southwark, 8588 of the 17,703; in the Tower Hamlets, 21,193 of the 32,546; at Hackney, 23,668 of the 40,613; in Finsbury, 19,973 of the 31,759; in Marylebone, 21,461 of the 35,575; in Chelsea, 11,804 of the 17,408; in Lambeth, 22,497 of the 33,377; at Greenwich, 10,838 of the 15,588. This enumeration shows also how greatly the borough constituencies differ in size. With the exception of Chelsea, Southwark, Westminster, and Greenwich, all the 16 boroughs just named have more than 20,000 electors on their register; there are 16 other boroughs with less than 800 electors in each. Dorchester has only 638, Marlborough 616, Calne 591; all three were uncontested. The most populous borough in England is Liverpool, which in the census in 1861 had 443,938 inhabitants, and there are 13 other English boroughs with more than 150,000 souls in each; the least populous borough is Lynton, which in 1861 had but 3215 inhabitants, and there are 14 other English boroughs with less than 6000 souls. The order of the House of Commons for the return from which these figures are taken, directed that it should distinguish between electors entitled to vote as householders under the Reform Act of 1837, and those entitled to vote as 10% occupiers; but many of the returning officers report that they are unable to supply the numbers separately, and those who profess to do so have in several instances made returns which are unsatisfactory on the face of them. Some distinguish the number on the register as lodgers, and this part of the return is of interest. The return for Marylebone states that there are 4019 lodgers on the register for that borough, a ninth of the whole constituency; for Hackney 969, not a fortieth part of the constituency; for the Tower Hamlets only 467; for Lambeth only 419; for Greenwich, 235. Among the returns for provincial boroughs that for Plymouth states that 324 of the electors on the register are lodgers, one of every 15 electors; the Brighton return states that there are 127 lodgers among the 8661 electors; Windsor reports 58 lodgers on the register; Portsmouth, 55; Manchester, only 28; Christchurch, 19; Canterbury and South Shields, 18 each; Coventry, 14; Chester and Harwich, 13 each; Durham, 12; Montgomery, 11; Lewes, Salisbury, and Scarborough, 9 each; Bridport, Bury St. Edmund's, and Poole, 5 each; Bolton and Great Marlow, 4 each; Andover, 3; Leicester and Malton, 1 each. The lodger has hardly yet made good his footing.

SOLICITORS' JOURNAL

NOTES OF NEW DECISIONS.

BREWERS' COVENANTS—RESTRAINT ON TRADE.—The plaintiff, a brewer, conveyed land in fee to the trustees of a building society, who covenanted that the plaintiff, his heirs and assigns, should have the exclusive right of supplying all ale, beer, and porter which might be consumed in every house or other building which might be erected on the land, and which should be opened or used as an inn, public-house, or beer-shop. The defendant, who was also a brewer, bought a piece of the land of the trustees, and thereon built and opened a public-house, which he supplied with beer of his own brewing. The plaintiff then filed this bill, alleging that the defendant had purchased the land with notice of the covenant, and stating that he had always been and

still was ready to supply to the defendant beer of good quality at fair market prices, and he prayed that he might be restrained from supplying the house with beer from any other brewer than the plaintiff. To this bill the defendant demurred, but it was held (affirming the decision of Stuart, V. C.), that the covenant was not bad for uncertainty, or want of mutuality, or as being a restraint on trade, and the demurrer was overruled: (*Cutt v. Tourle*, 21 L. T. Rep. N. S. 188. Ch.)

APPOINTMENT—ALLEGED FRAUD ON POWER.—Where a father agreed to appoint a share of a fund to his daughter, and to secure by bond an equal amount to the trustees of her marriage settlement under which he was to have a contingent reversion in both funds: Held (in a suit to set aside the appointment), that as the transaction was intended substantially for the benefit of the daughter, and as the father gave a high value for the contingent interest, there was no fraud on the power: (*Cooper v. Cooper*, 21 L. T. Rep. N. S. 197. V. C. J.)

PRIVY COUNCIL—NOMINAL INTEREST.—In a suit in which damages only are claimed, the proof by the appellant of a nominal interest, which might be the subject of an action, with a mere nominal claim for damages, will be no ground for the Judicial Committee to reverse a judgment given in favour of the respondent in the court below: (*Giraud v. Paterson*, 21 L. T. Rep. N. S. 200. P. C.)

GUILDHALL POLICE COURT.

LAWYERS AND CLIENTS.

Nicholas Lake, surveyor, William Hey, and Stephen William Pugh, solicitor's clerk, were summoned for conspiring to defraud Mr. Isaac Lewis of a sum of money by false and fraudulent pretences.

F. Turner appeared for the complainant, and Cooper for the defendants.

Turner said that the three defendants were charged with conspiracy, and with having obtained a sum of money from the complainant by fraud and false pretences. In the early part of this year Mr. Lewis, who was a builder, had an action in a County Court, and the case in dispute was referred to one of the Masters of a Superior Court. To settle this action it was necessary to have a survey made, and he employed the defendant Lake to do it. He made out his bill at 25*l.*, but the Master taxed it down to 3*l.* 3*s.* Lake got an I O U from the complainant for 25*l.*, and on that he sued him in the City of London Court. By agreement a verdict was given for 15*l.* 15*s.* and costs on the lower scale. He paid the 15*l.* 15*s.* into court, and a day or two after he received a letter telling him to attend the court to tax their bill of costs. The bill amounted to over 20*l.*, but it was taxed down to 11*l.* 15*s.*, and he paid that into court. At the taxing, Mr. Johnston appeared for Mr. Lewis, the now complainant, and Mr. Hey and Mr. Pugh appeared for Mr. Lake. Both Lewis and Lake were also present, and the former was led to believe that Hey was Mr. Biggenden, an attorney, of Castle-street, Holborn, and that Pugh was his clerk. It was those costs that they were charged with receiving under false pretences. Every person had a right to bring or defend an action in the County Court in person; but if he did so the scale of costs was much less than when the case was conducted by an attorney. The consequence had been that, by falsely representing that Mr. Biggenden had been engaged as an attorney in this case, they had compelled the complainant to pay a much larger sum than he would otherwise have had to pay.

Cooper said it would save a very long examination if he were allowed to prove at once that Pugh was acting in the capacity of Biggenden's clerk, and that all that had been done had been done with Mr. Biggenden's knowledge and consent. He would put Mr. E. P. Wood into the box, who would prove that Mr. Biggenden had complained to him of the manner in which Pugh had treated him over the matter, and that he would prosecute him for embezzlement. Now, he could not prosecute him for embezzlement unless he was his servant.

Mr. Martin suggested that the best way would be to put Mr. Biggenden into the box first, and that might end the case.

Mr. John Pattenden Biggenden said that he was an attorney, practising in Castle-street, Holborn. Pugh was not his clerk, and had no authority to use his name in the case of *Lake v. Lewis*. A few weeks ago Pugh called on him about the case and offered him a guinea as his fee, and he refused it. That guinea was not for the use of his name as an attorney, but for his fee for having done nothing, for he had not been instructed as an attorney in the case. He did not know Lake, and had never seen him to his knowledge before that transaction.

He had no previous knowledge of Hey, and never authorised either him or Pugh to attend the Sheriffs' Court and tax the costs in the action in question.

Cooper severely cross-examined him with the view of showing that he had authorised Pugh to use his name and act as his clerk. At first he would not swear positively whether he had or had not, but after a great deal of pressure he swore positively that he had not, and although he made use of the word "embezzlement," he said it in a temper and without thought, for a moment's reflection would convince him that he could not prosecute a man for embezzlement who was not his servant.

After some discussion on the irregularity of the proceedings, the evidence of Mr. E. P. Wood, barrister, was taken for the defence, in order that he might go into the country on other business.

Mr. Wood stated that a brief in the case of *Lake v. Lewis* was put into his letter-box, endorsed with the name of Mr. Biggenden, as the attorney in the action, and before he saw the brief he was called on by Hey and Pugh, and received from them a cheque drawn by Mr. Lewis for 2*l.* 4*s.* 6*d.* He had known Pugh by sight for some time, but did not know whose clerk he was, and he had before been engaged by Hey in an action in which they were successful. He therefore knew something of both of them, and thought when he saw the brief Pugh was Mr. Biggenden's clerk. The case was adjourned, and he afterwards had a refresher of 1*l.* 3*s.* 6*d.* One day he met Mr. Biggenden as he left his chambers, and he came to make inquiries as to the case of *Lake v. Lewis*. He said he understood that Pugh had made use of his name and he (witness) said "Yes;" he had. Biggenden said he had no business to do so, and that he understood they had drawn out all the money, and not paid him anything. He said he did not like that sort of thing; he was using his name without his authority, and he would prosecute him (Pugh) for embezzlement. Witness replied, "Well, if he has taken all your money, I should have some, or else I would take the course," meaning the legal course. He said if they would only do what was fair, and give him a reasonable proportion, he would be satisfied, or words to that effect. Before they parted he said to Mr. Biggenden, "Do you mean to say that Mr. Pugh has conducted a case for you in the Sheriffs' Court without seeing you, or saying anything to you about it?" and he replied, "No, I do not mean to say that. He called on me, and mentioned the case; but I did not expect he was going to do what he did in the matter without seeing me further upon it." They then parted.

The proceedings were then adjourned.

CREDITORS UNDER 22 & 23 VICT. c. 35.

Last day of Claim, and to whom Particulars to be sent.

BUCHENHAM (Charles), Laindon, Essex. Nov. 9; Edward Woodward, solicitor, 2, Ingram-court, Fenchurch-street, E.C.
CARAJANAKI (Demetrius-George), 1, Merton-road, Adelaide-road, Hampstead. Dec. 1; Anderson and Stanford, solicitors, 17, Great James-street, Bedford-row.
COATES (John A.), 2, Bedford-row, Holborn, W.C. Nov. 1
HENRY SMITH, solicitor, 33, Norfolk-street, Strand, W.C.
DARKINGS (Mary A.), Waterbeach, Cambridge. Nov. 29; Eaden, Harris, and Knowles, solicitors, 15, Sidney-street, Cambridge.
HUNTER (Joseph), Whithy. Nov. 23; Hunter, Gray, and Frankland, solicitors, Grape-lane, Whithy.
HUSKINSON (John C. W.), 30, Mecklenburg-square, and 72, Swinton-street, Gray's-inn-road. Nov. 30; Parker, Cooke, and Parkers, solicitors, 17, Bedford-row, W.C.
IVE (John E.), 14, Aldgate, E.C. Dec. 24; John Hudson, solicitor, 4, Fenchurch-buildings, London.
JAMES (Henry), Redruth, Cornwall. Dec. 29; C. W. Dommett, solicitor, 20, Gutter-lane, Chesham, E.C.
JOYCE (Frederick), Lion-place, Lion-hill, Bath. Nov. 1; Miller and Smith, solicitors, 48, Watling-street, London.
LACY (Henry C.), Withdeane-hall, Sussex. Jan. 20, 1870; B. W. and V. Powys, solicitors, 38, Russell-square, W.C.
LEAKE (Georgiana Mary), 18, Earle's-terrace, Kensington. Dec. 26; F. Buckle, solicitor, 25, Eastcheap.
LEES (Samuel), Southampton. Dec. 25; Thomas and Wharton, solicitors, 12, St. Ann's-street, Manchester.
LEWIS (John), Barbury-street, Aston, near Birmingham. Nov. 15; James and Griffin, solicitors, Birmingham.
MACKMURDO (Gilbert Wakefield), 7, New Bond-street, W. Dec. 1; Montague Gosset, solicitor, 4, Coleman-street, E.C.
MOORE (Elizabeth), Appleby. Dec. 31; Smith and Mammatt, solicitors, Ashby-de-la-Zouch.
MORE DE LA (Gaut), 158, New Bond-street, W. Jan. 1, 1870. Westall and Roberts, solicitors, 7, Leadon-street, E.C.
MORI (Christiana M.), 20, Osaburgh-street, London. Nov. 30; Low, Janeway, and Tagart, solicitors, 33, Bedford-row, W.C.
MUSGRAVE (Thomas Musgrave), 13, Waterloo-place, Nov. 15; T. King and Son, solicitors, Brighton.
NASH (Charles), Hinxton Grange, Cambridge. Jan. 1, 1870; Richard B. Beddome, solicitor, 37, Nicholas-lane, E.C.
RAWLINSON (Jane), 1, Cambridge-terrace, Holland-road, Kensington. Dec. 1; Withall and Compton, solicitors, 19, Great George-street, Westminster.
ROYS (Susan Eliza), 5, Brunswick-place, Hove, Brighton. Nov. 1; Garrard and James, solicitors, 13, Suffolk-street, Pall-mall East.
SAMS (Joseph), Belvedere Lodge, Aire-lane, Brixton. Dec. 1; A. C. Cronin, solicitor, 11, Southampton-row, Bloomsbury, W.C.
SELLON (William), Esq., Chapter-house, St. Paul's Church-yard. Nov. 30; Beachcroft and Thompson, solicitors, 18, King's-road, Bedford-row.
SPENCELEY (George Frederick), 50, Cheyne-walk, Chelsea. Nov. 1; William Sturt, solicitor, 14, Ironmonger-lane.
STAPLETON (George), 127, High-street, Croydon, and 11, Broadway, Deptford. Dec. 10; George H. Homan, solicitor, 23, Martin's-lane, Cannon-street, E.C., and 6, Park-street, Croydon.
STRATTON (Jane), 10, Montague-villas, Richmond, Surrey. Dec. 1; William Fisher, solicitor, 19, Doughty-street, Midsex.

STUMP (Alfred), Garden street, Brompton. Nov. 9; M. S. Stephens, solicitor, 19, Gibraltar-place, Chatham.
 WATERS (John Whittenbury), 39, Ann-street, Birmingham. Nov. 26; Bridges and Clarke, solicitors, 17, Temple-street, Birmingham.
 WHITING (Louisa), 3, Langley Cottages, Lewisham. Nov. 30; F. Buckle, solicitor, 23, Eastcheap, E.C.
 WILSON (Robert James Alexander), 5, South-square, Gray's-inn. Nov. 2; Bell and Newman, solicitors, 21, Abchurch-lane, E.C.
 WRIGHT (Catharine), Liverpool. Dec. 10; Eden, Stainstreet, Pears, and Logan, solicitors, Liverpool.

UNCLAIMED STOCK AND DIVIDENDS IN THE BANK OF ENGLAND.

[Transferred to the Commissioners for the Reduction of the National Debt, and which will be paid to the persons respectively whose names are prefixed to each, in three months, unless other claimants sooner appear.]
 LONG (Charles), Saxmundham, Suffolk. 5000. New 2½ per Cent. Claimant, S. Long, surviving executor.
 PENYTON (Francis), Esq., of Cornwell, Oxon; MAPLETON (Rev. James), of Stamford-street, Blackfriars; READE, G. C., Esq., of Budleigh Salterton, Devon; and METCALFE (Thomas), Esq., of Lincoln's-inn. 8317. 6s. Three per Cent. Consols. Claimant, Charles Beville Dryden, executor of G. C. Reade, who was the survivor.

THE LONG VACATION.—To-day is the last day of the long vacation at common law, and Chancery has the privilege of extending its recess till the Friday following, the 29th inst.

It will be remembered that Mr. Justice Willes recently made an order in the case of *Padwick v. The Duke of Newcastle* that the Sheriff of Middlesex should withdraw from the mansion in Carlton House-terrace within a week. That officer has accordingly withdrawn, and the Chancery suit now pending before the Master of the Rolls will shortly decide the question as to whether the execution creditor has a right at present to make available the life interest in the family mansion in Carlton House-terrace.

NEW LAW IN THE DIVORCE COURT.—On the 2nd proximo (the first day of term) the following provision in the new Act on the Law of Evidence (32 & 33 Vict. c. 68) will practically take effect:—"The parties in any proceeding instituted in consequence of adultery, and the husbands and wives of such parties, shall be competent to give evidence in such proceedings, provided that no witness in any proceeding, whether a party to the suit or not, shall be liable to be asked, or bound to answer, any question tending to show that he or she has been guilty of adultery, unless such witness have already given evidence in the same proceeding in disproof of his or her alleged adultery."

CHANCERY RETRENCHMENT.—Now that Lord Westbury makes his 5000*l.* a year so beneficial to his country by his judicial aid in the House of Lords and the Privy Council, why should not Mr. Gladstone and the Chancellor of the Exchequer take advantage of the vacancy in the Chancery Appeal Court to save 6000*l.* a year in another quarter? It is well known by practitioners in the Chancery courts that the powers of primary jurisdiction are in excess of the requirements of the public, and that the delay, small as it now is comparatively with times of old, is occasioned by the inadequacy of strength to the work required in the equity chambers; in fact, the equity courts in this country have become only compilers and extractors of bewildered account-books—a duty properly of those gentlemen who inhabit accountants' chambers. The actual equity business relating to property is now so small that the institution of Vice-Chancellors has, in truth, become unnecessary, and even with the other court cases there is a difficulty in distributing it so as to give even an apparent work in court to the four junior equity judges though their chambers are thronged with expectant and disappointed suitors. The points of law for argument and decision by the judges in court are so few in comparison with the inquiries by their clerks that despair often marks the countenance of the gentlemen learned in the law. It is obvious, then, that the proper course is to reduce the number of judges while increasing the staff of those who remain. This may effectually and economically be managed by taking from the Master of the Rolls the functions of a judge of primary instance, and making that officer for the time being senior judge of the Court of Appeal in Chancery as constituted by the Acts establishing that court, and then to distribute his three chief clerks with their subordinate staff between the three Vice-Chancellors, and thus the 6000*l.* a-year can be saved. A short Act could declare the Master of the Rolls for the time being to be Chief Judge of the Court of Appeal in Chancery; that his chief clerks, with their staff, should be assigned between the Vice-Chancellors as additional officers in chambers by a general order in Chancery; that the Lord Chancellor and Vice-Chancellors should, by general orders, distribute all primary jurisdiction matters between the Vice-Chancellors. No additional officers are required, and the salaries of the present holders are already subject to the Treasury; neither are new courts required, those now attached to the Rolls Court being confessedly the

best in use, an arm chair for the junior judge of appeal being the only article of furniture with which the country need be charged. The Master of the Rolls would retain his jurisdiction, inclusive of that of Keeper of the Public Records, with its depositories and management, and would have increased time to devote to that greatly extending and valuable department. The duties of the Petty Bag, with the jurisdiction over solicitors, might still be retained, as well as the department for orders of course, for the Vice-Chancellors have already jurisdiction to overrule any erroneous orders made there in causes attached to their courts, and the present ease, rapidity, and cheapness with which a slip in a cause can be remedied there might still afford the assistance of which solicitors are glad to avail themselves, while their clerks could continue to learn practice from the learned gentleman who well exercises the powers of the office. The present chambers of the clerks form part of the Rolls estate, and might be advantageously used for the Public Record Office, the business of which is rapidly increasing, and until Parliament meets the Lord Chancellor and Lord Justice Giffard may together well transact the greater matters of the business of appeal, while the Act passed in consequence of the illness of Lord Justice Rolt will enable the Lord Justice alone to dispose of minor matters. When Lord Justice Selwyn ceased to sit there was no appeal remaining unheard, and the few which may since have been set down may surely be disposed of by the Lord Chancellor and Lord Justice Giffard, or can bear delay until Parliament can act, and therefore under all circumstances, why should not Mr. Gladstone and the Chancellor of the Exchequer save the country at least 6000*l.* a year.—*Times*.

THE BENCH AND THE BAR.

THE "EDMUNDS SCANDAL."

The Court of Arbitration appointed to inquire into all matters in dispute between Mr. Leonard Edmunds and the Crown met on Thursday morning in the Court of Common Pleas. The court consists of Mr. Manisty, Q.C. (umpire); arbitrators, Hon. G. Denman, Q.C., and Mr. C. Pollock, Q.C. Counsel for Mr. Edmunds: Mr. Digby Seymour, Q.C., Mr. Napier Higgins, Mr. Tindal Atkinson, and Mr. Haveland Burke. Counsel for the Crown: The Attorney-General, Mr. Field, Q.C., and Mr. Archibald.

The Attorney-General said the present proceedings arose mainly out of a Chancery suit that was instituted by the Crown against Mr. Edmunds, in which it was alleged that he was a debtor to the Crown in 10,000*l.*, and that should be proved. It was true that an action for libel was brought by Mr. Edmunds against Messrs. Greenwood and Hindmarsh, in consequence of their "Patent Office Inquiry Reports," which he alleged to be false and malicious. That action was commenced after the information in Chancery. By the information, certain accounts were to be taken before the chief clerk of the Vice-Chancellor, and this arbitration is substituted in lieu of that. The basis of the inquiry, he contended, rested upon how much, if any, Mr. Edmunds was indebted to the Crown. Then the question for the arbitrators would be whether there are equitable and moral considerations to relieve him of a portion of this sum, or all; but that would scarcely arise unless the Crown proved that Mr. Edmunds is a public debtor.

Mr. Digby Seymour contended that the larger portion of 10,000*l.* was due to Mr. Edmunds on account of discounts on stamps, and if he could affirmatively prove that, it would strike at the root of the 10,000*l.*, and show that Mr. Edmunds was clearly the plaintiff, and that the Crown had been dragged in against its will.

At the conclusion of the argument the arbitrators decided that the Crown should establish their case, if they could, against Mr. Edmunds, with respect to the account. The question of damages arising out of Mr. Greenwood's report on the patent-office, alleged by Mr. Edmunds to be malicious, would be another point to inquire into.

The Attorney-General stated that Mr. Edmunds was appointed to the office of Clerk of the Patents shortly after the passing of the Act 2 & 3 Will. 4, which did away with certain sinecure offices. Previous to 25th Aug. 1833, the Clerk of the Patents was paid by fees; but after that time he was paid by a salary of 400*l.* a year, and he was bound to pay over his receipts every three months, but no auditor was appointed. The salary originally by fees amounted to some 1200*l.* It appears from Mr. Edmunds' affidavit that when he undertook the office he was to allow 300*l.* out of his salary to the "Brougham family," for the support of the widow and family of the late Mr. John Brougham.

Mr. Albert William Woods, Lancaster Herald, Registrar, &c., has, we understand, received the appointment of Garter King at Arms.

The Queen has been pleased to appoint the Right Hon. James Moncrieff, Her Majesty Advocate for Scotland, to be Her Majesty's Justice Clerk and President of the Second Division of the Court of Session in Scotland, and also one of the Senators of the College of Justice there.

The Queen has been pleased to grant the office of Her Majesty's Advocate for Scotland to George Young, Esq., Her Majesty's Solicitor-General for Scotland, in the room of the Right Hon. James Moncrieff, appointed Her Majesty's Justice Clerk and President of the Second Division of the Court of Session in Scotland.

The Queen has also been pleased to grant the office of Solicitor-General for Scotland to Andrew Rutherford Clark, Esq., advocate (now sheriff of Haddington and Berwick).

THE OPPOSITION TO THE BEVERLEY COMMISSIONERS.—On Thursday the commissioners removed from the Town-hall to the East Riding session-house. This appears to have been because the superintendent of the borough police refused to remove Mr. Serjeant Sleight from court on Monday. This morning two men refused to be sworn. They were ordered to be taken into custody until the rising of the court.

THE NEW LORD JUSTICE-CLERK.—On Tuesday, in the Court of Sessions, Edinburgh, Mr. Moncrieff presented his commission as Lord Justice Clerk to a full bench of judges. After going through the usual probationary trials he took the oath and his seat as President of the second division. The new Lord Advocate and Solicitor-General also presented their commissions. Mr. Moncrieff takes the title of Lord Moncrieff.

DEATH OF THE IRISH MASTER OF THE ROLLS.—We learn by telegram from Dublin that the Right Hon. John Edward Walsh, Master of the Rolls of Ireland, died in Paris on Tuesday. The right hon. gentleman had just returned from Italy, where he had made a tour with his family, when he was attacked with diarrhoea. He was in the 53rd year of his age, having been born in Nov. 1816, and was the son of the late Rev. Dr. Walsh, Vicar of Finglass, county Dublin. He was called to the Bar in Ireland in 1839; and in 1841 he married Blair Belinda, daughter of the late Gordon MacNeill, Esq. He obtained a silk gown in 1857, and became Attorney-General for Ireland in 1866. In the same year he was elected M.P. for the University of Dublin, on the retirement of the Right Hon. James Whiteside, who was appointed Chief Justice of the Court of Queen's Bench. Having represented the University for a short time, the right hon. gentleman was elevated to the dignity of Master of the Rolls, as successor to the Right Hon. B. C. Smith, whose name will be remembered by legal students in connection with the history of Daniel O'Connell. The deceased gentleman was author of several works, of which, perhaps, the most remarkable was that entitled "Ireland Sixty Years Ago," which was published in 1847.

MAGISTRATE AND PARISH LAWYER.

MARLBOROUGH-STREET POLICE COURT.

Wednesday, Oct. 20.

(Before Mr. TYRWHITT.)

The Refreshment Houses Act. The Haymarket night-houses.

Inspector Tierney and police-sergeant Mackenzie, both of the C division, charged with violation of duty at the house of Mrs. Rose Burton, refreshment house keeper, Jermyn-street, appeared before Mr. Tyrwhitt for his decision.

Froggatt was for the prosecution.

Edward Lewis for the defence.

Mr. TYRWHITT said:—Rose Burton, the complainant, keeps a refreshment house, No. 4, Jermyn-street. On the morning in question, for all that appears, the house was closed at one o'clock, the proper time, in the absence of the complainant, who returned home about two in the morning from some party in the neighbourhood. A gentleman, who was too late for conveyance to Dulwich, slept on the third floor. The other persons in the house at this time were a female servant, who, with a little boy, was asleep in bed on the third floor; the complainant, in her bath or dressing-room, on the second floor; and a waiter and barmaid, who lived elsewhere and left the house after that visit of the police which was the subject of this summons. The complainant was undressing in the bath-room when the defendant Tierney, after searching the coal cellar, and entering the maid servant's room on the third floor, knocked at the complainant's dressing-room door, demanding admittance. She showed herself with part of her dress removed, and shut the door in his face. The defendant continued to demand admission, and she to refuse it, saying she was not a prostitute. The defendant remained on the stairs by her room until half past six in the morning. Her bedroom door, next adjoining the dressing-room, was

open all night. Inspector Tierney insisted that some one was in the room with her, and the other defendant, Mackenzie, swore that he heard more voices than one in it. At half-past six the defendants left, putting a constable to watch the house. No more is reported. *See the Act 23 & 24 Vict. c. 27, s. 18, provides that "it shall be lawful for all constables and officers of police when and as often as they shall respectively think proper, to enter into all houses licensed as refreshment houses, and into and upon the premises belonging thereto"—very large and comprehensive words, and if pushed to the extent they may by some be held to bear, not only might every room and part of the premises be searched at every hour of the twenty-four, though tenanted at the time by the regular inmates, being women in or going to bed, but a constable might be posted and remain in every room or other part of the premises all day and night without an iota of evidence of facts to warrant such conduct. It seems to me that the Act justifies no such domiciliary visit as that here proved. It cannot be taken as law that because a policeman chooses or affects to believe without any present evidence of fact that at half-past two in the morning some one, male or female, is in the dressing-room of a female keeper of a refreshment-house when she is undressing for bed, he can demand admittance to that room, and, if refused, he can blockade her there for several hours. Nothing is intimated to the casual guest who slept on the third floor; but the defendant Mackenzie, when called for the defendant Tierney, swore in chief that he heard more than one voice in the dressing-room during the night. He was an eager listener, with a strong desire to hear what I am of opinion could not have been heard. At all events, on cross-examination by Mr. Williams, he said he heard no voice during four hours and a half. But supposing a second person to have been with complainant in the dressing-room, of which there is no evidence other than the above, and even assuming that other person to have been a man, what difference would it make in any summons for refusing to admit the police? That was their real course, whatever its probable fate would be on these facts. As to the credit to be given to the witnesses, the sergeant of police, Mackenzie, who is also a defendant, and was called for his inspector Tierney, has just as much interest in making out a defence for himself and the inspector as the complainant has in proving her case. Now, if there was no disposition to harass the complainant needlessly, why was not the constable, who was posted outside the house at half-past six in the morning, posted there at half-past two, when the complainant refused the police admittance to her dressing-room? The police, no doubt, were right in watching the house, but no judicious officer can indorse vexatious conduct by the police where, as in this case, a distinct course is provided by the very same section of the Act, which they seek to enforce, viz., that of summoning the complainant for refusing to admit them to some part of the licensed premises. I hold the defendants to have been, therefore, guilty of violation of duty. I now come to the measure of penalty to be awarded. The police (defendants) are said to be men of good characters, whereas the complainant had been repeatedly summoned for alleged breaches of the law in her house. One conviction of her by my colleague for harbouring prostitutes was, however, quashed by the quarter sessions, and another by myself for a like offence stands appealed against at this time. Its fate is, however, immaterial to my present decision. Now, if I set off the undoubted notoriety of this house as kept by complainant against the excess which appears to me to have been committed by the defendants, it would diminish the penalty of 10l. they have incurred. I, therefore, fine Inspector Tierney 2l. and 2s. costs, and the summons against Mackenzie should be withdrawn, as he acted under Tierney's orders; but, if not withdrawn, I shall fine him 20s. and 2s. costs.*

Froggatt said he would at once withdraw the summons against Mackenzie, as there was no desire to do more than to decide a great public question.

E. Lewis hoped the fines would not be demanded at once, as he should most likely be instructed to ask for a special case.

Mr. TYNW HITE said the fines must be paid within fourteen days, and if a special case was required, there must be no delay about it.

E. Lewis said he would ask for a special case on several points of law.

Froggatt said the name of Gaffin had been mentioned at the last examination, he wished to state that the person referred to was not Mr. Gaffin, the well-known sculptor of Regent-street.

The Daily News states that an organisation is being formed, under the title of the "Metropolitan Police Vigilance Association," to devise some means for ensuring a general supervision of the conduct of the police in the streets, so that all acts of unnecessary violence on their part could

be promptly established by well-authenticated evidence before the magistrates. The members of the association, it is suggested, should be "watchful at all times in the streets, especially at night, ready to acquiesce themselves with the facts of any police outrage, and willing to come forward and have them proved."

NEW LANCASTER MAGISTRATE.—At the Lancaster Quarter Sessions, the following gentlemen took the oaths and qualified as magistrates for this county: Messrs. E. M. Foxwick, Cloughton; Joseph Francis Leese, Preston; George Theophilus Robert Preston, Liverpool and Elia; H. W. Schneider, Windermer; Jas. Wrigley, Bury; Nathaniel Cane, Kirby Ireth; Edward Macklow, Bury; and James Stephen Young, Carnal.

JOINT-STOCK COMPANIES' LAW JOURNAL.

The official liquidators to the Albert Life Insurance Company appointed by Vice-Chancellor James, are Mr. Young and Mr. Price. The objections to whom he thought were "most unreasonable."

THE ADVANTAGES OF LIFE ASSURANCE.—Volunteers might be written upon the benefits which result from life assurance, but we question whether a more striking illustration of its value could be afforded than has recently come under our notice in the case of a right reverend prelate just deceased. In 1821 the bishop insured his life in the Rock Office for 5000l. In 1826 a bonus was added to his policy of 200l.; in 1833 a second bonus of 715l.; in 1840 a third of 675l.; and in 1847 a sum of 833l. was added. This brought up the total additions in the way of bonus to 2423l. in twenty-six years, or at the rate of nearly 100l. a year. For this accumulated bonus of 2423l. the bishop received in 1851 a net payment of 1816l. An arrangement was made with the office at the same time, by which all future payments of premiums on his part should cease, and he commuted these sums for a payment of 1865l., thus realizing a net sum of 751l. and freedom from all further payments. In the year 1856 the bonus added to the policy was 1665l.; in 1861 it was 1137l.; and in 1868 a sum of 1341l., making a total addition since 1851 of 3645l. or including the bonus purchased in 1851, of not less than 5998l. On his death, which occurred a few weeks since, his representatives are entitled to receive from the Rock a sum of 8945l. At a time when public confidence has been so rudely shaken in the stability of life offices, it is well that facts such as these should be known, for they prove in the most convincing manner the advantages which may be obtained alike to the assured and to the shareholders in well-conducted corporations from the business of life assurance.—*Railway News.*

COUNTY COURTS.

JUDGES' CHAMBERS.

Wednesday, Oct. 20.

NOVEL POINT UNDER THE COUNTY COURT ACT.

An application was made to Master Johnson for a new trial in the County Court under peculiar circumstances. An action was brought in the Exchequer and referred to chambers to a County Court. When appointed to be heard in the County Court the plaintiff was not prepared, and was nonsuited. Now his attorney applied for a new trial, which the defendant opposed on the ground that the County Court judge had directed a nonsuit. On the other side it was argued that as the trial was ordered at chambers, the same power could now be exercised at chambers to direct a new trial.

Master JOHNSON declined to grant the application. It was, in his opinion, an application for the court to deal with. He had no power to order a new trial, but the plaintiff might appeal to a judge at chambers or go to the court.

The application was accordingly refused.

BRECON COUNTY COURT.

(Before T. FALCONER, Esq., Judge.)

JONES v. PRICE AND PRICE.

Sale of produce of a farm without any stipulation that it shall be consumed on the farm. The purchaser cannot set-up any customary right to consume the produce on the farm.

Games appeared for the plaintiff; and

Bishop for the defendants.

His HONOUR said:—This action is brought to recover 6l. 11s. 9d., as damages sustained in refusing to allow certain head of cattle to consume the plaintiff's straw on Boleamen Farm, and for breaking two locks. It appeared that one David Williams was tenant of Boleamen Farm until

20th Sept. 1868. At his sale in October, certain straw was sold to David Davies, who went for a short time into possession of the farm. David Davies re-sold the straw to William Price, and left the farm—the straw being produce of the farm, before Davies came in. William Price, who was agent for the owner of the land, agreed, it is said, that John Jones, the plaintiff, should take the farm, and said the straw to him for 2l. 5s. David Davies, one of the defendants, afterwards became tenant in possession. John Jones, the plaintiff, did not become tenant of the farm,—he paid no rent, and no customary rights of tenancy ever belonged to him derivable from a tenancy; by himself had no customary rights, and his vendor had none. Before the defendant came into possession, the plaintiff put upon the land to consume the straw two cows of his own; he took in three animals of James Williams, four of one Jones, and three of Thomas Davies. When, however, the defendant David Price came into possession, he drove the animals off the land. The plaintiff asked why he so openly broke the custom of the country, and he, David Price, "refused him," unless he should pay for the use of the buildings. This was about the 17th March, and the purchase of the straw had been made on the 6th Feb. The plaintiff desired to remain until the 1st May. David Davies says he was present when the straw was first put up for sale, and that nothing more was said than that it was put up for sale. He says he only sold the straw, and he had no rights to sell but the straw. As William Price, however, was agent for the management of the property, it is contended that, through his sale to Jones, he (Jones) obtained a customary right to the privileges of an outgoing tenant. He was never tenant. Whatever right he had did not arise out of the contract of tenancy. He had only, before David Price came in, a mere licence to use the premises, at the utmost (if, indeed, he had this by the authority of the landlord), and the absence of an express agreement, binding on the landlord, it was a revocable licence. There was no person as tenant (the former setting up a customary right) who could claim possession of any part of the farm against the new tenant; and the fact that his claim to occupy is made as springing from an alleged custom, conclusively shows the absence of an express agreement. If there had been an irrevocable agreement with the plaintiff Jones to occupy, there would have been some sort of tenancy; but there was no tenancy. David Price says, "they (the plaintiffs) wished him to give them the custom, and he was willing if they gave him an acknowledgment for the use of the building." He also says, "there is about a head of straw remaining." There appears to me to be no cause of action against the defendants. There can be no customary right in mere purchasers of straw giving interests in the possession of a farm on which it was grown. All the produce of a farm is saleable, and may be consumed anywhere when there is no express contract controlling the consumption. It would be an unreasonable custom if it were claimed, and especially when the vendor himself has no interest in the land through his own occupation. Any such right must be the result of express agreement with the landlord or with his agent authorised to let the land. The plaintiff was not precluded from taking away whatever straw may have belonged to him, and his vendor was not precluded from removing it. In this case it was not the simple possession of the straw which has been contended for, but rights of the farm itself, which have been asserted by parties who never were tenants of the land. Therefore, I give judgment for the defendants.

WELSHPOOL COUNTY COURT.

Thursday, Oct. 14.

(Before J. SMITH, Esq., Q.C.)

DAVIES v. DYSON.

Remitted action—County Court costs—Power of judge.

A County Court judge has no power over the cost in an action remitted after issue joined.

The following relates to this case, which was heard at the August Court.

Wilding then appeared for plaintiff, and Clarke for defendants.

In this case, which was an action brought in the Court of Queen's Bench, but tried at the Welsh pool August Court by a judge's order, the jury returned a verdict for the plaintiff for 29l. 6s. 3d. the full amount of his claim, which was for the value of a lot of wool sold by him to the defendant. Upon the delivery of the verdict the Judge said he should disallow the plaintiff's costs but being reminded the parties that the action was brought in one of the Superior Courts and merely referred for trial to the County Court, and that consequently his Honour had no more control over the costs than a judge at the assizes would have, he limited his disallowance to the County Court fees, over which he considered he had control, and the registrar's certificate was

given accordingly. The question, however, of the power of a County Court judge to make this exceptional order has since been brought before the Taring Master of the Court of Queen's Bench, who decided that no such power exists, and refused to recognise the validity of the registrar's certificate, in respect of the disallowance of court fees. This decision is an important one, as it goes to show that, whatever may be the power of a County Court judge in respect of costs in an action commenced in one of the Superior Courts, but transferred to the County Court upon the application of a defendant, within a certain time after the writ is issued; he has none when, as in this case, issue is joined in the action, and it is then remitted to the County Court for trial, and a verdict is given for a sum which carries costs—or, in other words, that a County Court judge is, for that particular purpose, a judicial officer of the Supreme Court; and as regards costs, must be guided by the rules of that court, and not by those of his own.

BANKRUPTCY LAW.

LIVERPOOL BANKRUPTCY COURT.

Thursday, Oct. 14.

(Before Mr. Deputy-Commissioner YATE LEE.)

Re "A TRADER-DEBTOR SUMMONS."

A "trader debtor summons" is a summary process available to a creditor for the purpose of bringing his debtor before the court, to show cause why he should not give security for payment of a debt claimed pending any action brought or to be brought for its recovery. If the debtor make an admission of the debt, he is liable to be adjudicated bankrupt on the eighth day afterwards, unless he satisfy the creditor; but if he make a deposition that he has a good defence to the action brought or to be brought for the amount claimed, the court proceeds to consider the probability of the success of the action, and the question of the solvency of the debtor, and if satisfied there is a *bona fide* claim, and that the debtor's solvency is doubtful, it has power and ought to require security from him, which, if not given within a limited time, subjects him to be made bankrupt. As this is a process which has been, to the great advantage of creditors, extensively resorted to under the present bankruptcy system, and, with some modifications, is embodied in the new Bankruptcy Act, we give publicity—anonously, as these matters are considered private—to the following report of one of these summonses; and we may observe that this case differs little from the ordinary discussions and difficulties which are raised where the debtor happens to employ an astute and contentious lawyer. On the appearance of the parties the debtor's solicitor took exception to the want of compliance on the part of the creditor with the rules and orders in respect to the affidavit of debt. In that document the creditor had omitted the word "is" before the words "justly and truly indebted," and therefore it read thus: "J. T. maketh oath and saith that A. S.—justly and truly indebted, &c." There was another omission in the affidavit of a like character, and the two combined were, according to the contention of the debtor's solicitor, sufficient to invalidate the proceedings. The court, after being obliged to hear long arguments from the respective advocates, overruled the objections, and held that as the informalities referred to appeared to have arisen from a mere slip, and were not matters of substance, they might, under rule 80, be rectified. The debtor's solicitor protested against this decision as being at variance with the ruling of the court in previous cases, and, in giving notice of appeal, asked that the further hearing of the summons might be postponed. He argued that it was the privilege of every suitor to appeal against the adverse decision of an inferior court, and that pending such appeal his client ought not to be prejudiced by being compelled to give security for his debt. His Honour said that it was the undoubted prerogative of the suitor to appeal, but the question of suspending the further proceedings on the summons was a matter for the discretion of the court. Technical objections were relics of the past, and very properly had ceased to be regarded by the courts with favour unless shown to be calculated to mislead or prejudicially affect any party. Here there was no such suggestion, and therefore he must decline to suspend the proceedings but require the debtor to proceed to the merits of the case. The debtor's solicitor thereupon claimed that as the court had so ruled the affidavit should be first rectified, and the affidavit was thereupon amended and resworn by the creditor. Objection was then taken by the solicitor to the summons on the ground that the affidavit upon which it was issued had been altered and resworn, and thereby had become virtually a new affidavit. The date of the affidavit became the date it was resworn, and therefore any summons issued prior thereto was

minus the foundation upon which it should be grounded, namely, the affidavit of debt. His Honour held the affidavit, although amended, to be substantially the same as that on which the summons issued, and, therefore, the objection failed. The solicitor then took objection to the affidavit on account of the deponent not being himself the creditor, but only the secretary of the company which claimed to be creditors. He argued that the affidavit could alone be made by the creditor, and that a third person could not swear to a debt due to some other party. His Honour overruled the objection, and decided that the deposition of the agent of the company was sufficient to support the summons. The solicitor again gave notice of appeal, but the court refused to suspend the proceedings, and called upon the debtor either to admit or deny the debt. Objection to that course was then raised on the ground that if the debt were admitted it would prejudice the debtor on any appeal on the technical points; and further, that the debtor having given a bill of exchange for the amount claimed, was not in a position to admit that he was indebted to the claimant, as the latter might have discounted the bill. His Honour, notwithstanding those objections, insisted upon the debtor either admitting or denying the debt, whereupon his solicitor claimed to examine the creditor for the purpose of showing that the bill of exchange had been discounted. The court refused to allow the creditor to be examined, and ruled that as the affidavit of debt was *prima facie* valid, it rested with the debtor when the question of security came to be considered to show that the claimant had no ground of action.

CORRESPONDENCE OF THE PROFESSION.

[NOTE.—This department of the LAW TIMES being open to free discussion on all professional topics, the Editor is not responsible for any opinions or statements contained in it.]

CHANCERY COMMISSIONERS AND STATUTORY DECLARATIONS.—Can you or any of your correspondents inform me on what authority Chancery Commissioners monopolise the taking of statutory declarations and their attendant fees. Is it the result of some popular delusion that common law commissioners cannot take declarations? or has there been any statutory enactment since the Act of 1835 for the abolition of unnecessary oaths by which declarations have to be taken before Chancery Commissioners? As I read the 1835 Act, there is nothing whatever to prevent a common law commissioner from taking declarations. The 18th section of that Act provides, "That it shall and may be lawful for any justice of the peace, notary public, or other officer now by law authorised to administer an oath to take and receive the declaration, &c." Surely this is clear enough.

A. M. B.
Manchester, 15th Oct. 1869.

INTERMEDIATE EXAMINATION.—If "Intermediate" will refer to page 423, of the 8th edition of Williams on Real Property, he will see that the author there notices the Act of 30 & 31 Vict. c. 69, which passed shortly before that edition was published, and which he omitted to mention in the earlier part (p. 160) of his work, where (probably by an oversight) he states the law as it was before the Act passed. Of course, in the case in point, the heir would inherit the lands, and they would be charged with the payment of the purchase-money.

F. W. M.

NOTES AND QUERIES ON POINTS OF PRACTICE.

[N.B.—None are inserted unless the name and address of the writers are sent, not necessarily for publication, but as a guarantee for *bona fides*.]

Queries.

109. WILL.—POWER OF SALE.—CONVEYANCING.—A. by will devised and bequeathed all his real and personal estate and effects unto three trustees, their heirs, executors, administrators, and assigns, upon trust to pay the rents and profits thereof, to, or permit the same to be received by, his wife during her life, with divers remainders over. The will contains a declaration, that the trustees, or trustee for the time being, might during the life of testator's wife, with her consent in writing, sell, and absolutely dispose of all, or any part of his said real estate, by public auction, or private contract, &c. (being the usual power of sale), but does not contain any express power for the trustees to revoke and reappoint. Testator's widow is still living. The trustees have with her consent, sold a portion of the testator's real estate. The question arises: What is to be the form of purchaser's conveyance? Are the trustees, with consent of testator's wife, to "grant and convey," or simply "appoint," or "revoke" and "reappoint"? And if to appoint, would it be advisable to add a "grant" also? Would the subsisting uses (or

trusts) of the will be effectually revoked by a "grant" merely, or would it require a new appointment, to effect such revocation. Your correspondents are referred to Pridaoux's Conveyancing, vol. 1, p. 38; also Bythwood's Conveyancing, 3rd edit., vol. 9, p. 234 and 239; Wharton's Conveyancing, p. 484. P. P.

110. COUNTY COURT.—RENEWED ACTION.—Can anyone of your readers inform me if a plaintiff in an action of tort can under any, and what, Act or authority obtain the removal of an action from the Superior Courts, to a County Court. J. C. B.

111. UNSTAMPED GUARANTY.—AMOUNT OF PENALTY.—It being necessary to sue upon the following unstamped guaranty, the question arises whether for the purposes of stamp duty the subject-matter is 20*l.* or under, and consequently will the penalty on stamping it be 10*l.* or 1*l.*? "To P. Q. Sir,—In consideration of your having agreed to advance to Mr. W. K. and S. J., his wife, a loan of money upon the policy of insurance to be effected upon the life of the said S. J. with the Legal and General Life Assurance Company (by way of collateral security) in the sum of 200*l.*, at the annual premium of 5*l.* 4*s.* We, and each of us, undertake to guarantee the payment of the said premium every year during the continuance of Mr. P. Q.'s security on the said policy in the event of such premiums not being paid by the said W. K. or S. J., his wife, within five days from the time when such premiums respectively shall become due and payable, and to reimburse the said P. Q. such premiums when paid by him through the said W. K. and S. J., his wife's default. Dated 24th June, 1867." Signed and witnessed. On taking the document to Somerset House it was adjudged in a very off-hand manner to be liable to a 10*l.* penalty, on the ground that the subject-matter may amount to 20*l.* Will any of your readers favour me with an opinion as to the correctness of this ruling? W. H. W.

112. GAZETTE.—Where can the regulations of the London Gazette Office be found? WORRIED.

113. ADOPTION OF CHILD.—A. agreed, in consideration of a sum of money, to dispose of his child of two years of age to B., who wished to adopt it. After B. had had the child some time, A. demanded it back again. Query—Can B. legally detain the child? RICARDUS.

Answers.

(Q. 97.) **COPYHOLDS.—ADMISSION OF MORTGAGES.—FINES.—STAMP DUTY.**—Allow me to thank your correspondent, "J. Bell," for the very explicit answer to this question; and the opinion of himself or any other of your correspondents would oblige on the following points. 1. Whether in the case, as stated, the *ad valorem* stamp duty to be impressed on the assignment would not be that of a transfer of mortgage, pursuant to sect. 17 of 28 & 29 Vict. c. 96, the wife not taking anything for interest, fines, or costs? 2. Whether, as against the remainderman (the trustees consenting), the wife would be justified in deducting the fines, costs, &c., that she has had to pay, out of moneys that are in her hands, and which, in certain events happening, she would have to pay to the trustees for the benefit of the remainderman. W. H.

(Q. 104.) **CONVEYANCE.—COVERTURE.**—In my answer to the query of "W. W." there is an omission in my MS. After the words, "overruled by Taylor v. Meads," should follow, "If the conveyance was to her, her heirs, and assigns, or to her separate use, without the intervention of a trustee, it seems the deed disposing of the estate must be acknowledged by her: (Moore v. Morris; Harris v. Mott, *supra*)." There are also some misprints in this answer, and also in that to "P. O. T." (Q. 101), which, however, will be obvious to your readers. J. BELL.

(Q. 105.) **FEW RENTS.—INCOMING VICAR.**—*Prima facie* the churchwardens were not bound to pay over the rents paid in advance until the end of the six months, unless the stipend of the vicar was due at an earlier period; and a payment by the churchwardens of the stipend before it had accrued due, was a payment by them in their own wrong: (Lloyd v. Burroughs, 19 L. T. Rep. N. S. 696; L. Rep. 4 Ex. 63.) *Prima facie*, therefore, a new vicar coming in within the six months would be entitled to an apportionment. Z. Y.

(Q. 106.) **DEED OF ASSIGNMENT.—REAL ESTATE.**—The creditors are not barred, the case being one of express trust within the 3 & 4 Will. 4, c. 24, s. 25. Z. Y.

(Q. 107.) **ENROLMENT OF CHAPEL DEED.**—The deed of enfranchisement must be enrolled. In Ashton v. Jones, the entail and absolute interest was already in Mortmain. Here, the seigniorial fee, the conveyance of which extinguished the copyhold tenure, was not previously in Mortmain. Z. Y.

— If W. W. C. will refer to stat. 31 & 32 Vict. c. 44, he will find that the deed may at any time be enrolled in Chancery, if thought fit. W. N. L.

— I am disposed to agree with those who differ with W. W. C., and think that a deed enfranchising copyhold lands requires to be enrolled under 9 Geo. 2, c. 36, although the land enfranchised is already in Mortmain under a deed enrolled pursuant to that statute. The well known case of Ashton v. Jones, 25 J. P. 36; 3 L. T. Rep. N. S. 47, certainly goes to show, broadly, that deeds, dealing with land already in Mortmain, do not require enrolment, and still I think that case means no more than this, "if, after enrolment of a deed conveying land in Mortmain, you wish to deal with the whole interest in such land, you need not enrol the deed affecting such dealing," for the Master of the Rolls said: "The meaning and spirit of the statute is to distinguish what lands are in Mortmain. When the whole of the interest in land is given for a charitable purpose by a deed, which is duly enrolled, the provisions of the statute are satisfied, and it is not required that the deed affecting the subsequent

dealings with the property should also be enrolled." The proposed enfranchisement deed will not (except so far as a reference in it to the enrolment of the trustee may do so) distinguish what property is put in Mortmain by it. The enrolled trust-deed did not deal with the whole interest in the land comprised in it, but only with the interest of the vendor, or surrenderor (according to the mode and form in which the conveyance was made to the trustees); it did not deal with or affect the seigniorial rights of the lord (as fines, wards, ships, escheats, forfeitures, &c.), which are independent inheritable rights, arising out of land held by copy of court roll. The enfranchisement deed will be a release of those independent inheritable rights, so that the same may be merged or swallowed up in the freehold and inheritance of the land enfranchised; or it will be a conveyance by the lord to the tenants (the trustees) of the fee simple in the freehold of the particular and specific premises which were held by court copy, and in either case a "changing of the tenure from base to free." The proposed enfranchisement deed will not be a subsequent dealing with property in Mortmain, but an original grant or release of property not before reached or affected by deed enrolled. Wharton in his book on Conveyancing (p. 320, *et seq.*) gives the form of "a deed of enfranchisement of a piece of copyhold land by a corporation for the purpose of building a national school," and in his text says, "The mayor should after executing it acknowledge it on behalf of the corporation, before a master extra, and the deed should then be enrolled in Chancery, although the land may be already in Mortmain; but entry on the court rolls of the manor is unnecessary." If it should be decided not to enrol the enfranchisement-deed, I think care should be taken to recite in it fully the trust-deed, giving the date and other particulars of its enrolment. The following statutes may be referred to see if there is anything in them affecting the question:—9 Geo. 4, c. 85; 24 Vict. c. 9; 31 & 32 Vict. c. 44; none of which I have at hand. J. BELL.

31, Montague-street, Blackburn, 22nd Oct. 1869.

LAW SOCIETIES.

THE SOCIAL SCIENCE CONGRESS.

HEALTH SECTION.

LEGISLATION FOR DRUNKARDS.

The business of this section was commenced by Dr. Symonds reading a valuable paper on "What legislative measures might be proposed to deal with cases of uncontrollable drunkenness." He said the subject was a very difficult one for those who did not admit, as many legal authorities did not, the existence of moral or emotional derangement; but was it not incumbent on the Legislature and Government of a civilised community to provide the means of restraining or protecting persons who, by the habitual indulgence in alcoholic drinks, put themselves into the category of insanity? Having enumerated many of the ill effects arising from vicious indulgence in liquor, the writer said when they contemplated those cases, had they not reason to blush with reproach that up to this period of the nineteenth century, with all its intellectual and moral culture, and its singularly advanced philanthropy, their laws had done nothing effectually to guard society, families, helpless women and children, and the wretched offenders themselves, against habits so odious and despicable by any adequate restraint or "determined penalties?"

Dr. Beddoe next read a paper communicated by Professor Gaidner, of Glasgow, on the same subject, in which he said they ought to encourage respectable while they discouraged disreputable public-houses; and the publicans themselves had been amongst the warmest supporters of any movement for discountenancing disreputable houses.

Dr. Pearce (London) opened a discussion on the papers, and he said, unless they should have private asylums for the care of dipsomaniacs he would contend either for separate public institutions or annexes to existing institutions. The question was, whether they should take the drunkard away from the temptation, or the temptation from the drunkard, and he advocated both, though he did not go the length of advocating a Maine liquor law. What he wanted was public houses to be limited in number, and liquor licences to be taken from music halls.

Professor Newman said they must first put down drink shops, for the fault of much of their legislation was that they frequently dealt with results and overlooked causes. If the liquor traffic was abolished, in a very short time the public revenue would abound so much that they might pay off the National Debt and build whatever hospitals were necessary.

After remarks by Dr. Stallard on an amendment in the drinkings of Sweden,

Dr. Lankester (coroner for Middlesex) said that it was a mistake to suppose that drunkenness was on the increase, though the evil was a great one. In 1858 there were 712 cases of death, and in 1867 there were 743; and in those ten years the population had increased to a much greater degree. He thought it was a thing to be stopped, that drunken persons should be

supplied with more liquor by publicans and their barmaids; and he considered that drunkenness ought to be more stringently punished than at present. He wondered the teetotallers did not open attractive places of amusement to compete with the liquor sellers, and have something better than the filthy coffee shops.

ECONOMY AND TRADE.

IMPROVEMENT OF THE POOR LAW.

In this department, which is under the presidency of the Right Hon. Stephen Cave, M.P., the special question for discussion was, "In what respects may the Administration of the Poor Law be Improved." On this subject several papers were read. That by Mr. Elisha Robinson specially referred to the inequality with which the labour test is enforced, those places where the practice is carried out being the exception rather than the rule. Great stress was laid upon the beneficial effects of work, not so much on account of the direct profit to the union, but for the good which it does the pauper himself by teaching him to be self-reliant. Mr. Robinson would carry this principle to its extreme length, and, rather than neglect the application of the "labour test," would insist on what is called "shot drill," or the removing of stones from one place to another and then taking them back again, as the condition of relief to the able-bodied, where productive labour was not to be had. There is the habitual pauper, as well as the habitual criminal, and experience shows that this class has never been dealt with either in the letter or the spirit of the Poor Law Amendment Act 1834 and subsequent Acts. The aged, sick, feeble and imbecile ought to be dealt with more generously than has been the custom. The rearing of children in the workhouse was condemned by the author, who recommended that the boarding-out system, in vogue in Scotland, should be adopted. The poor law, he said, ought to enable guardians to effect a separation of the "able" from the feeble in the unions. This separation might be effected by sending the "able" to the workhouse, which should be placed close to the centre of population in the union, that no hardship should be inflicted by long travel. The "feeble" should be provided for in what would be a combination of the almshouse and infirmary, and might be called the hospital. Children might be sent to the district schools, or distributed amongst cottagers of good character. Another reform suggested in the paper was that power should be given to the guardians to detain for a certain period those who are continually claiming their discharge, and running in and out of the house.

In dealing with the same subject of poor-law administration, Mr. Francis Fox attributed the failure of the existing system to the non-recognition of certain principles, which, he said, were essential for preserving the actual fabric in a healthy condition. Foremost amongst these was that principle of mutual friendship and interest which entered so essentially into feudalism. The founders of the poor-laws in the reigns of Henry VIII. and Elizabeth failed to recognise the golden chain of mutual friendship which had formerly so powerfully bound class to class, and had done so much to repress pauperism. Every organisation of poor relief it was contended ought to embody the principle of sympathy and union of interests of one class towards another. The guardians of the poor should have a sense of individual and personal responsibility impressed upon them by the charge or oversight of a definite number of families. A broad line of separation should be established between the pauperism of idleness and the poverty of misfortune. No relief should be afforded to the able-bodied except in the form of wages.

AMENDMENT OF THE LAW.

THE MARRIED WOMEN'S PROPERTY BILL.

Mr. John Scott read a paper on the question, contributed by Mr. Alfred Hill, who was unavoidably absent. The object of the paper was to suggest certain amendments in the details of the measure, and not in any way to discuss its principles, which have virtually been already adopted by the Legislature. The principal suggestions which Mr. Hill offered were to this effect: The first section of the Bill, whilst giving to married women the full right of disposing of their property, withheld from them the right of disposing of freehold or copyhold property, save by will. This anomaly the writer considered should be removed, and all property, whether of land or goods, or otherwise, held alike. The fourth and fifth sections again, giving to a woman married before the passing of the Act, as well as after the Act, full right over property acquired subsequent to the adoption of the Act, amount to an infringement of the vested rights of the husband, who may, for instance, have paid all his wife's debts contracted before marriage on the supposition that he would be recouped by her earnings after marriage. Existing marriages, where settlements have been

made, should be exempted from the action of the Bill, inasmuch as the parties might be held by their acts to have made law for themselves. The security to the wife of her property and earnings renders the provision of alimony to the wife during the trial of a suit in the Divorce Court no longer necessary. A wife may be now held to have acted under marital subjection to such an extent as to entitle her to be excused from the consequences of felonies committed by her in the presence of her husband; and she ought to be henceforth held responsible for them, unless she can prove such compulsion as would amount to the ordinary common law defence of duress.

The Hon. Beach Lawrence showed that all questions affecting the law of marriage were strictly international questions; and having pointed out the law of marriage as established by the Council of Trent, prior to which date no ceremony of any kind was required, he touched upon the law as it existed in various parts of Christendom. He then remarked that the Irish bishops considered any marriage valid where there was mutual consent of the parties. Adverting more particularly to the question under consideration, Mr. Lawrence considered it only just that a woman should retain the entire control of the property she brought with her, and by making that property unsaleable by creditors, no matter how improvident a husband might be, herself and her children would be saved from becoming objects of charity. If a man should be deprived of the means of support, he had a safe and sure resource in the property his wife might have brought with her. In former times the law gave some compensation to a woman in consequence of the right of dower which she possessed; but that right had now become perfectly worthless. He did not agree with the marriage law of France, which constituted the husband and wife as co-partners, inasmuch as if the husband died before the wife his relatives often came in and deprived the widow of property which, perhaps, had been contributed by herself. After remarking that the American law of marriage was based entirely upon the English law, the speaker said that although in that country the privileges of women were still retained as respected dower, yet at the same time changes had been introduced in most States of the Union which were based essentially upon the principle embodied in the measure they were discussing, and he had never heard a word of complaint in any part of the States on the subject. (Hear, hear.) Among a speculative people like the Americans, the change in many instances had been beneficial, as the wife was often enabled to retain her husband in the position he had occupied in society after his own means had been swept away. (Hear, hear.) In the present Bill marriage was regarded as a simple contract, and the simplest way in which that contract could be confirmed and established the better for morals and humanity; and he conceived it as essential to the good order of society, and to the changes which have taken place in the whole fabric of social institutions, that every married woman should retain the control of her own property, and that all her savings should be free from the grasp of her husband's creditors. (Hear, hear.)

Dr. Waddilove considered the Bill went too far. He thought if the wife were once made independent of her husband in her monetary concerns, they would do much to destroy the feeling of dependence on the one part, and consequent affection on the other, which at present existed. From his own knowledge more than half the causes that are brought in the Divorce Court arose from monetary squabbles.

The President did not believe in the alarmist views expressed by Dr. Waddilove, and declared his thorough adherence to the principles of the Bill.

NEWCASTLE-UPON-TYNE AND GATES-HEAD ARTICLED CLERKS' SOCIETY.

On Tuesday evening, the 12th inst., the annual meeting of the above society for the election of officers and other general business, was held at the Literary and Philosophical Society, Newcastle, W. C. Bonsfield, Esq., in the absence of the President, R. R. Dees, Esq., ably occupied the chair.

The following are the gentlemen who were elected as officers of the society. President, R. R. Dees, Esq.; Vice-President and Treasurer, Mr. J. E. Joel; Secretaries, Messrs. Isaac Baty, jun., and I. D. Macdonald.

After the general business of the society had been concluded, the chairman called upon Mr. H. Donald Story to perform the principal part of the evening's programme, viz., the presentation, from the members of the society, to C. J. Garbutt, Esq., Solicitor, the late Vice-President of the society, of an elaborate and beautifully-illuminated address on vellum, from the establishment of Messrs. Carter and Co., Newcastle, as a mark of appreciation of his abilities in having obtained "The Clifford's-inn Prize," at the late Easter examination of the Incorporated Law Society. Mr. Story

in suitable terms made the presentation, and Mr. Garbutt feelingly replied.
A vote of thanks to the chairman brought the interesting proceedings to a close.

LEGAL NEWS.

WILLS AND BEQUESTS.—The will of E. Catherwood, Esq., late of Arundel-square, Barnsbury Park, and formerly of Hoxton, was proved under 14,000l. personality—the executors appointed being his brother, George Catherwood, and his (testator's) cousin, Alfred Catherwood, since deceased. The will is dated Aug. 6, 1863; and testator died June 16 last, aged sixty-seven. Probate was granted on the 5th inst. He has left the following charitable bequests, viz.:—To the Church Pastoral Aid Society, the Religious Tract Society, British and Foreign Bible Society, Irish Church Missions, the Society for the Promotion of Christianity among the Jews, and the Church Missionary Society, each 100l., free of duty; to the Parochial Schools, St. Leonard's, Shoreditch, 100l.; the Sunday and Day Schools, St. John's, Hoxton, and St. Mark's, Old-street, each 50l.; to the Rev. J. D. Williams, head master, Collegiate Grammar School, Brecon, 500l.; and a like bequest to a goddaughter of his (testator's) sister, and annuities and legacies to his servants. The residue of his property he leaves to his said brother, George Catherwood, absolutely.—The will of the Right Rev. Walter Kerr Hamilton, D.D., Lord Bishop of Salisbury, has been proved in the principal registry, and the personality sworn under 14,000l. The executors are Isabel Elizabeth Hamilton, the relict; Mr. Edward William Terrick Hamilton, the brother; Mr. Edmund Walter Hamilton, the son; and the Rev. Francis Lear. The will is dated Sept. 8, 1855, and a codicil April 15, 1869, and the venerable prelate died at the palace at Salisbury on Aug. 1 last, aged 61. His wife, who is the daughter of the late Very Rev. Francis Lear, Dean of Salisbury, receives, beyond her interest in 12,000l. under deed of settlement, a legacy of 500l. and a life interest over the residue of his property, with power to appoint at her decease the principal among their children, three sons and five daughters, as she may think proper.—The will of Mr. Robert Gosling, banker, Fleet-street, and of Portland-place, and Botleys-park, Chertsey, Middlesex, has been proved in the London Court, under 700,000l. personality, the executors being Georgina Vere Gosling, his relict, and Robert Gosling and William Cunliffe Gosling, his sons. The will bears date April 13, 1864, and two codicils 1866 and 1868; and testator died at Botleys-park on the 12th ult., aged 74. He leaves to his wife the jewels and pearls—the latter, after her decease, are to go to his eldest son; he also leaves her an immediate legacy of 1000l., an annuity of 1500l., and the interest of 100,000l. for her life, the principal, at her decease, to be divided among his four sons, William, Herbert, George, and Frederick; and to them he has left the sum of 240,000l., also 10,000l. bank stock, and 20,000l. stock in the South-Western Railway. His mansion and estate, Botleys-park, he leaves to his wife for her life; and it is his wish that his unmarried daughters should reside with their mother. The mansion, after her decease, he gives to his second son, William. Each of his married daughters having received 16,666l. as a marriage portion, he bequeaths the like sum to each of his two unmarried daughters. He has bequeathed to each of his four married daughters a further sum of 10,000l. There is a legacy to his sister, and to each of his godchildren who may be related to him a legacy of 50 guineas. To his partners Richard and Francis Gosling each 300l.; to Mr. Richard Gosling, jun., and Charles J. Sharpe, his partner, each 200l.; to each of his clerks in the banking-house, 50l. free of duty; to the porters, each 10l.; and legacies to his servants. He bequeaths to the Society for Promoting Christian Knowledge, the Society for the Propagation of the Gospel in Foreign Parts, and to St. George's Hospital, each 100l. He leaves 500l. to the school, Farnham, Essex, to be added to the sum of 1500l. left for the same object by his brother, William Ellis Gosling. He appoints his son Robert residuary legatee, who, he states, is otherwise amply provided for under the will of testator's late father.—*Illustrated London News.*

PROMOTIONS & APPOINTMENTS

[N.B.—Announcements of appointments being in the nature of advertisements, are charged 2s. 6d. each, for which postage stamps should be inclosed.]

Lord Chief Justice Bovill has appointed Mr. Francis Edward Roberts, solicitor, Chester, a Perpetual Commissioner for taking Acknowledgments of Married Women in and for the city of Chester and in and for the counties of Chester and Lancaster.

THE GAZETTES.

Professional Partnerships Dissolved.

Gazette, Oct. 1.

ALMOND, EDWIN, and BENNETT, ROBERT WILLIAM (dec.) attorneys and solicitors, Manchester. Aug. 22. Debts by Almond GIBBLE, JOHN CHARLES, and BROMHAM, JAMES FRASER, attorneys and solicitors, Barnstaple. Sept. 29
HOLMES, EDWARD CARLETON, and IMPEY, FRANCIS, attorneys and solicitors, Bedford-row. Aug. 28. Debts by Holmes
INMAN, WILLIAM SAMUEL and BENNETT, ROBERT WILLIAM (dec.), attorneys and solicitors, Knutsford. Aug. 22

Gazette, Oct. 5.

POWER, HENRY, and TAYLOR, JOSEPH, attorneys, solicitors, and conveyancers, Atherstone. Sept. 30. Debts by Power

Gazette, Oct. 8.

DIXON, JOHN BURLEIGH, and PERHAM, WILLIAM EDWARD, attorneys and solicitors, Bristol and Redhill. Oct. 5. Accounts to be sent in before Oct. 31
ROBERTS, JOSEPH, and EDGAR, HENRY AUGUSTUS, solicitors and attorneys, Gray's Inn-sq. Sept. 27
TAYLOR, GEORGE, and SLATER, PERCEVAL LUMLEY, attorneys and solicitors, Stalybridge. Oct. 5

Bankrupts.

Gazette Oct. 15.

To surrender at the Bankrupt's Court, Basinghall-street.

ALLEN, ROBERT, bootmaker, Waltham-croft, Waltham. Pet. Oct. 11. Reg. Murray. O. A. Parkyns. Sol. Godfrey, Hatton-garden. Sur. Oct. 27
ANSELL, ROBERT, auctioneer, Great Yarmouth. Pet. Oct. 14. Reg. Murray. O. A. Parkyns. Sol. Dubois, Church-passage, Gresham-st, agent for Diver, Great Yarmouth. Sur. Oct. 27
ABNER, CHARLES JOHN, baker, Church-end, Woodford. Pet. Oct. 11. Reg. Murray. O. A. Parkyns. Sol. Kipping, Essex-st Strand. Sur. Oct. 28
BENSLEY, JOHN BAILEY, draper, St. John's-wood. Pet. Oct. 11. Reg. Murray. O. A. Parkyns. Sol. Wood, Basinghall-st. Sur. Oct. 28
BOWLER, CHARLES, bricklayer, Ealing. Pet. Oct. 13. Reg. Murray. O. A. Parkyns. Sols. Evans and Laing, John-st, Bedford-row. Sur. Oct. 29
BLOOMFIELD, JAMES, carpenter, Vorley-rd, Upper Holloway. Pet. Oct. 11. Reg. Murray. O. A. Parkyns. Sol. Fisher, Camberwell New-rd. Sur. Oct. 29
BURGES, EDWARD NATHAN, of no occupation, Blackheath. Pet. Oct. 9. Reg. Roche. O. A. Parkyns. Sol. Smith, Gresham-house, Old Broad-st. Sur. Oct. 27
BUTCHER, JACOB OTTLEY, and BUTCHER, WILLIAM, builders, Overstone-rd, Hammersmith. Pet. Oct. 13. Reg. Murray. O. A. Parkyns. Sols. Le Blanc and Torr, New Bridge-st, Blackfriars. Sur. Oct. 28
COLLINS, CHARLES, hat manufacturer, Lower Marsh, Lambeth. Pet. Oct. 11. Reg. Murray. O. A. Parkyns. Sol. Padmore, Westminster-bridge-rd. Sur. Oct. 27
CORBYN, WARDLE, clerk to a theatrical agent, Fulham-rd. Pet. Oct. 12. Reg. Pepps. O. A. Graham. Sol. Thomas, Fulham. Sur. Oct. 28
CULVER, GEORGE STEPHEN, engineer, Ramsgate. Pet. Oct. 14. Reg. Murray. O. A. Parkyns. Sol. Hall, Fenchurch-st. Sur. Oct. 26
CUNNINGTON, WILLIAM HENSON, grocer's assistant, Matson-villas Richmond. Pet. Oct. 12. Reg. Murray. O. A. Parkyns. Sols. Lankers, Hackwood and Addison, Walbrook. Sur. Oct. 29
DOWLING, RICHARD, attorney's clerk, Russell-st, Battersea-park. Pet. Oct. 11. Reg. Murray. O. A. Parkyns. Sol. Haigh, jun., King-st, Chesham. Sur. Oct. 28
EDMONDS, THOMAS, pig dealer, Chalfont, St. Peter's. Pet. Oct. 12. Reg. Murray. O. A. Parkyns. Sols. Philip, Fawcett-ls, Chesham, and Hayes. Sur. Oct. 28
ELDRIDGE, GEORGE, carpenter, Greenwich. Pet. Oct. 11. Reg. Murray. O. A. Parkyns. Sol. Cooke, Gresham-buildings. Sur. Oct. 28
FAIRSERVICE, JAMES, fishing tackle maker, Northampton-st, and Lower Charles-st, Clerkenwell. Pet. Oct. 11. Reg. Murray. O. A. Parkyns. Sol. Harrison, Basinghall-st. Sur. Oct. 28
GALFORD, ALFRED, bootmaker, Chalfont, St. Peter's. Pet. Oct. 12. Reg. Murray. O. A. Parkyns. Sols. Messrs. Paterson and Garner, Bonville-st, Fleet-st. Sur. Oct. 27
HARRISON, GEORGE, grocer, Caledonian-rd, King's-cross. Pet. Oct. 11. Reg. Murray. O. A. Parkyns. Sol. Kane, Paddington-green. Sur. Oct. 27
HARRISON, GEORGE, auctioneer, Chislet. Pet. Oct. 11. Reg. Murray. O. A. Parkyns. Sol. Johnson, St. Martin's-st, St. Martin's-ls. Sur. Oct. 27
HILL, JOHN, farmer, Ramsey. Pet. Oct. 11. Reg. Pepps. O. A. Graham. Sols. Sols. and Co., Aldermanbury, for Gaches, Peterborough. Sur. Oct. 28
HUGHES, EDWARD, accountant, Croydon. Pet. Oct. 12. Reg. Murray. O. A. Parkyns. Sol. Holmes, Clement's-ls, Lombard-st. Sur. Oct. 28
HYDE, CHARLES, victualler, Hickman's-folly, Barmndsey, and Belvedere-rd, Lambeth. Pet. Oct. 11. Reg. Murray. O. A. Parkyns. Sol. Brecken, Union-st, Old Broad-st. Sur. Oct. 29
JOEL, MARK, formerly cheesemonger, Skinner-st, Bishopsgate-st without. Pet. Oct. 11. Reg. Murray. O. A. Parkyns. Sol. Padmore, Westminster-bridge-rd. Sur. Oct. 27
KERCKHOVE, FRANCIS, wood carver, Cardington-st and Prince of Wales-passage, Hampstead-rd. Pet. Oct. 9. Reg. Roche. O. A. Parkyns. Sol. Dobie, Gresham-st. Sur. Oct. 27
LATHAM, JOSEPH, beer retailer, Delph-st, Southwark. Pet. Oct. 11. Reg. Roche. O. A. Parkyns. Sol. Edwards, Bush-ls, Cannon-st. Sur. Oct. 27
LOW, EDWIN, dairymaid, Homerton. Pet. Oct. 12. Reg. Murray. O. A. Parkyns. Sol. Denny, Coleman-st. Sur. Oct. 28
LUMLEY, JOHN, wholesale jeweller, Bartlett's-bldgs, Holborn. Pet. Oct. 13. Reg. Murray. O. A. Parkyns. Sol. Solomon, Fin-ls, p-ls, South. Sur. Oct. 27
LYES, JOHN, builder, Wilton-rd, Shepherd's-bush. Pet. Oct. 12. Reg. Murray. O. A. Parkyns. Sol. Tilley, Finsbury-pl-south. Sur. Oct. 28
LYONS, JOHN, retail butcher, Middlesex-st, Aldgate. Pet. Oct. 11. Reg. Murray. O. A. Parkyns. Sol. Padmore, Westminster-bridge-rd. Sur. Oct. 27
MARKS, ISAAC, traveller, Walworth-rd, Walworth. Pet. Oct. 12. Reg. Pepps. O. A. Graham. Sol. Greaves, Essex-st, Strand. Sur. Oct. 28
MORREY, GEORGE, victualler, Blitchley. Pet. Oct. 11. Reg. Murray. O. A. Parkyns. Sol. Price, Sergeant's-inn, Fleet-st. Sur. Oct. 27
MORRIS, GEORGE, pig feeder, East Acton, Hammersmith. Pet. Oct. 12. Reg. Murray. O. A. Parkyns. Sol. Philip, Fawcett-ls, Chesham, and Hayes. Sur. Oct. 28
PARSONS, WILLIAM, baker, Upper Lisson-st, Marylebone. Pet. Oct. 13. Reg. Murray. O. A. Parkyns. Sol. Padmore, Barnard-st. Sur. Oct. 27
PEARSON, JOHN BOURNE, tailor, King's-rd, and Margaretta-rd, Chelsea. Pet. Oct. 11. Reg. Powell. O. A. Parkyns. Sol. Holmes, Fenchurch-st. Sur. Oct. 27
PHILLIPS, WALTER, author, Edenbridge. Pet. Oct. 12. Reg. Murray. O. A. Parkyns. Sol. Beard, Basinghall-st. Sur. Oct. 28
RANDS, JOSEPH, boot salesman, Ventnor, Isle of Wight. Pet. Oct. 11. Reg. Pepps. O. A. Graham. Sol. Jones, New-inn, Strand. Sur. Oct. 28
SAUNDERS, ALFRED, Berlin wool dealer, Bexley-heath. Pet. Oct. 11. Reg. Murray. O. A. Parkyns. Sols. Wild and Barber, Ironmonger-ls. Sur. Oct. 27
SCHWAB, EMANUEL, zinc worker, Upper Holloway. Pet. Oct. 27. Reg. Roche. O. A. Parkyns. Sol. Pittman, Guildhall-chmbs. Sur. Oct. 27
STEED, ROBERT BARNARD, plumber, Long Melford. Pet. Oct. 12. Reg. Murray. O. A. Parkyns. Sol. Cardinal, Halstead. Sur. Oct. 27
STOAKES, RICHARD, grocer, Portsea. Pet. Oct. 13. Reg. Murray. O. A. Parkyns. Sols. Vestal and Roberts, Leadenhall-st, agent for Champ, Portsea. Pet. Oct. 28
STODART, GEORGE, master mariner, Havelock-rd, New Peckham. Pet. Oct. 13. Reg. Murray. O. A. Parkyns. Sol. Watson, Basinghall-st. Sur. Oct. 29
TAYLOR, EDWARD HENRY, late builder, Grove-ls, Camberwell. Pet. Oct. 12. Reg. Murray. O. A. Parkyns. Sol. Lilley, Trinity-st, Newington. Sur. Oct. 28
VEALE, WILLIAM, formerly victualler, Benthams-rd, South Hackney. Pet. Oct. 12. Reg. Murray. O. A. Parkyns. Sol. Watson, Basinghall-st. Sur. Oct. 28

WHITE, GEORGE, baker, Duke-st, Aldgate. Pet. Oct. 12. Reg. Murray. O. A. Parkyns. Sol. Rigby, Gresham-st. Sur. Oct. 28
WHITEFIELD, THOMAS KENT, attorney's clerk, Beresford-st, Walworth. Pet. Oct. 11. Reg. Murray. O. A. Parkyns. Sol. Rigby, Gresham-st. Sur. Oct. 29
YON, JOHN, watchmaker, Shirley. Pet. Oct. 12. Reg. Pepps. O. A. Graham. Sol. Watson, Basinghall-st. Sur. Oct. 28

To surrender in the Country.

APPLEBY, WILLIAM, fisherman, Middlesbrough. Pet. Oct. 11. Reg. & O. A. Crosby. Sol. Dobson, Middlesbrough. Sur. Oct. 28
BOWLES, WILLIAM, painter, Ramsgate. Pet. Sept. 20. Reg. & O. A. Snowden. Sol. Bowling, Ramsgate. Sur. Oct. 29
BURRIDGE, EMANUEL, beer retailer, Weymouth-super-Mare. Pet. Oct. 2. Reg. & O. A. Harley and Gibbs. Sur. Nov. 5
CHILD, WILLIAM, late tailor, Birmingham. Pet. Oct. 11. Reg. & O. A. Guest. Sol. Duke, Birmingham. Sur. Oct. 29
COLEMAN, RICHARD, salin-house keeper, Hastings. Pet. Oct. 11. Reg. & O. A. Young. Sol. Savery, St. Leonard's-on-Sea. Sur. Oct. 29
COOK, JABEZ, grocer, Addlethorpe. Pet. Oct. 13. O. A. Young. Sol. Brackenbury, Alford. Sur. Oct. 27
CORRELL, EDWARD, shoeing smith, Beverley. Pet. Oct. 11. Reg. & O. A. Crust. Sol. Turner, Beverley. Sur. Oct. 29
COULTON, WILLIAM GORDON, late attorney, Moreton-in-Marsh. Pet. Oct. 11. Reg. Wilde. O. A. Acraman. Sols. Press and Inskip, Bristol. Sur. Oct. 23
CHUTTER, GEORGE SCHOLEFIELD, corn merchant, Manchester. Pet. Oct. 13. Reg. Fardell. O. A. McNeill. Sol. Storer, Manchester. Sur. Oct. 27
DELAFIELD, WILLIAM, bootmaker, Plymouth. Pet. Oct. 12. Reg. & O. A. Pearce. Sols. Messrs. Edmonds, Plymouth. Sur. Oct. 29
DINMAK, ALFRED, scrap dealer, Bilston. Pet. Oct. 6. Reg. & O. A. Brown. Sol. Best, Willenhall. Sur. Oct. 23
DUDLEY, JOHN, stationer, Long Crendon. Pet. Oct. 12. Reg. & O. A. Holloway. Sol. Clarke, Aylesbury. Sur. Oct. 29
FARMER, JOHN, dealer in tobacco, Westminster. Pet. Oct. 5. Reg. & O. A. Harley and Gibbs. Sur. Nov. 5
FENNELL, SAMUEL, farm labourer, Somersham. Pet. Oct. 12. Reg. & O. A. Pretyman. Sol. Pollard, Ipswich. Sur. Oct. 26
FIELDS, CHARLES, PETER, retired paymaster from the royal navy, Portsea. Pet. Oct. 9. Reg. & O. A. Howard. Sol. Champ, Portsea. Sur. Oct. 26
FINLAYSON, JOHN, publican, Gateshead. Pet. Sept. 13. Reg. & O. A. Ingledew. Sol. Foster, Newcastle. Sur. Oct. 23
FIRTH, WALTER, accountant, Leeds. Pet. Oct. 13. Reg. & O. A. Marshall. Sol. Hardwick, Leeds. Sur. Oct. 29
GOLBY, JONATHAN, dealer in coal, Birmingham. Pet. Oct. 11. Reg. & O. A. Guest. Sol. Rowlands, Birmingham. Sur. Oct. 29
GOUGH, JOSEPH, mason, Islington, Trowbridge. Pet. Oct. 4. Reg. & O. A. Guest. Sol. Shrapnell, Bedford. Sur. Oct. 25
HARLEY, HENRY BOULTON, jun., auctioneer, New Leeds, and Leeds. Pet. Oct. 7. Reg. & O. A. Marshall. Sol. Dyson, York. Sur. Oct. 28
HOLDEN, ROBERT, stonemason, Bootle. Pet. Oct. 13. O. A. Turner. Sol. Rison, Liverpool. Sur. Oct. 29
HOLME, DANIEL, formerly innkeeper, Irethel, near Ulverston. Pet. Oct. 11. Reg. Fardell. O. A. McNeill. Sols. Sale, Shipman, Seddon, and Sale, Manchester. Sur. Oct. 27
HOWE, SAMUEL, fruiterer, Leeds. Pet. Oct. 12. Reg. & O. A. Marshall. Sol. Rison, Liverpool. Sur. Oct. 29
HUMPHREYS, DAVID, jun., grocer, Wexham. Pet. Oct. 12. O. A. Turner. Sols. Jones, Paterson, and Jones, Liverpool, agents for Yearsley, Wexham. Sur. Oct. 28
HUNTER, WILLIAM, grocer, Barrow-in-Furness. Pet. Oct. 12. Reg. & O. A. Fostlethwaite. Sol. Ralph, Barrow-in-Furness. Sur. Oct. 30
INGHAM, JOHN, general agent, Manchester. Pet. Oct. 9. Reg. & O. A. Kay. Sol. Horner, Manchester. Sur. Nov. 10
JONES, JOHN, victualler, Kingswinford. Pet. Oct. 11. Reg. & O. A. Sawkins, Worcester. Sur. Oct. 29
KENWORTHY, JAMES HENRY, victualler, Rockdale. Pet. Oct. 13. Reg. Fardell. O. A. McNeill. Sols. Ashworth, Rochdale, and Sale, Shipman, Seddon, and Sale, Manchester. Sur. Oct. 25
LACE, LAWRENCE, jun., baker, Liverpool. Pet. Oct. 4. O. A. Turner. Sol. Norton, Liverpool. Sur. Oct. 29
LEASE, ALFRED, potato dealer, Bristol. Pet. Oct. 13. Reg. & O. A. Harley and Gibbs. Sur. Nov. 5
LEE, SAMUEL, wood turner, Wolverhampton. Pet. Oct. 7. Reg. & O. A. Brown. Sol. Underhill, Wolverhampton. Sur. Oct. 25
LOVELOCK, JOHN, victualler, Portsmouth. Pet. Oct. 11. Reg. & O. A. Howard. Sol. Champ, Portsea. Sur. Oct. 26
LOVEYS, SAMUEL, cab driver, Dawlish. Pet. Oct. 11. Reg. & O. A. Piddley. Sol. Flood, Exeter. Sur. Oct. 27
LUPKINS, RICHARD, farm labourer, West Derby. Pet. Oct. 11. Reg. & O. A. Hime. Sol. Norton, Liverpool. Sur. Oct. 29
MARTIN, JAMES, shoemaker, Tavistock. Pet. Oct. 11. Reg. & O. A. Bridgman. Sol. Cudlipp, Tavistock. Sur. Oct. 26
MATTHEWS, HENRY BAKER, greengrocer, Exeter. Pet. Oct. 12. Reg. & O. A. Turner. Sol. Trehan, jun., Exeter. Sur. Oct. 25
MORGAN, SAMUEL JOHN, draper, Gloucester. Pet. Oct. 13. Reg. Wilde. O. A. Acraman. Sol. Beckingham, Bristol. Sur. Oct. 28
NESHITT, THOMAS, formerly tailor, Norton. Pet. Oct. 12. Reg. & O. A. Crosby. Sol. Clemmatt, jun., Stockton. Sur. Oct. 27
ONCHARD, CHARLES, mason, Bristol. Pet. Oct. 7. Reg. & O. A. Harley and Gibbs. Sur. Nov. 5
PALMER, THOMAS, paper dealer, Manchester, and Stretford. Pet. Oct. 5. Reg. Fardell. O. A. McNeill. Sols. Bennett and Rogers, Manchester. Sur. Oct. 25
PARKER, GEORGE OSWALD, boot dealer, Sheffield. Pet. Sept. 20. Reg. & O. A. Rodgers. Sols. Messrs. Binney, Sheffield. Sur. Oct. 28
PATCHETT, JOHN, beerhouse keeper, Otenden. Pet. Oct. 12. Reg. & O. A. Rankin. Sols. Norris and Foster, Halifax. Sur. Oct. 29
PAUL, JAMES, formerly beerhouse keeper, Bridgewater. Pet. Oct. 12. Reg. & O. A. Lovibond. Sol. Vevsey, Bridgewater. Sur. Oct. 27
PERKINS, HENRY, innkeeper, Gainsborough. Pet. Oct. 13. Reg. & O. A. Burton. Sol. Bladon, Gainsborough. Sur. Oct. 23
PIKE, WILLIAM, farmer, Istone. Pet. Oct. 4. Reg. & O. A. Parker. Sol. Thompson, Oxford. Sur. Nov. 1
ROBERTS, JOHN ROSSER, ladies' outfitter, Liverpool. Pet. Oct. 12. Reg. & O. A. Barker, Liverpool. Sur. Oct. 23
SCULL, JOHN, naller, Abercrombie. Pet. Oct. 11. Reg. & O. A. Roberts. Sol. Cathcart, Newport. Sur. Oct. 26
SIMMS, WILLIAM, butcher, Haynes. Pet. Oct. 9. Reg. & O. A. Wright. Sol. Jessop, Bedford. Sur. Oct. 23
SININGTON, THOMAS, victualler, Dodington. Pet. Oct. 13. Sol. Reed, Bridgewater. Sur. Oct. 30
SLADE, FRANCIS, and SLADE, WILLIAM GEORGE RICHARD, butchers, Bridport. Pet. Oct. 12. O. A. Carick. Sols. Gundry, Briport, and Perrell and Petherick, Exeter. Sur. Oct. 27
SMITH, JOHN, baker, Gloucester. Pet. Oct. 12. Reg. Wilde. O. A. Acraman. Sol. Cooke, Gloucester. Sur. Oct. 23
SMITH, THOMAS, shoemaker, Conisbrough. Pet. Oct. 12. Reg. & O. A. Shirley. Sol. Woodhead, Doncaster. Sur. Oct. 29
SMITH, WILLIAM, cabinet maker, Cross-roads. Pet. Oct. 13. O. A. Busfield. Sol. Robinson, Kighley. Sur. Oct. 27
STACEY, GILES, beerhouse keeper, Wincanton. Pet. Oct. 12. Reg. & O. A. Messiter. Sol. Balch, Bruton. Sur. Oct. 30
STOCKER, JOHN DUFFETT, retail brewer, Birmingham. Pet. Oct. 13. Reg. & O. A. Guest. Sol. Rowlands, Birmingham. Sur. Oct. 29
THOMAS, WILLIAM, farmer, Lammthang-pl, co. Glamorgan. Pet. Oct. 4. Reg. Wilde. O. A. Acraman. Sols. Rees, Cowbridge, and Abbot and Leonard, Bristol. Sur. Oct. 23
THOMPSON, WILLIAM, beerhouse keeper, Exeter. Pet. Oct. 12. Reg. & O. A. Walker. Sol. Brackenbury. Sur. Oct. 26
TREW, JOHN, grocer, Newton-by-the-Sea. Pet. Oct. 12. Reg. & O. A. Wilson. Sol. Busby, Alnwick. Sur. Oct. 30
UMPLEBY, GEORGE, sheep waterer, Oldborough. Pet. Oct. 7. Reg. & O. A. Turner. Sol. Capes, Knarborough. Sur. Oct. 27
VINEY, GEORGE, carpenter, Clifton, Bristol. Pet. Oct. 12. Reg. & O. A. Harley and Gibbs. Sol. Price. Sur. Nov. 5
WADEY, THOMAS, builder, Hurstperpoint. Pet. Oct. 4. Reg. & O. A. Waugh. Sol. Runcables, Brighton. Sur. Oct. 30
WILLIAMS, JOHN, victualler, Portsea. Pet. Oct. 12. Reg. & O. A. Howard. Sol. Champ, Portsea. Sur. Oct. 26
WILLOTT, RICHARD, beer seller, Milton, Burslem. Pet. Oct. 7. Reg. & O. A. Challinor. Sol. Salt, Tunstall. Sur. Oct. 30
WOOLLEY, WILLIAM OLIVER, plumber, Totnes. Pet. Oct. 13. O. A. Carrick. Sols. Kellock, Totnes, and Rogers, Exeter. Sur. Oct. 27

Gazette, Oct. 19.

To surrender at the Bankrupt's Court, Basinghall-street.

A-TWOOD, WILLIAM, grocer, Enfield. Pet. Oct. 14. Reg. Murray. O. A. Parkyns. Sol. Hammond, Farnival's-inn, Holborn. Sur. Oct. 29
BONE, BARNABAS, builder, Goldsmith's-pl, Kilburn. Pet. Oct. 15. Reg. Murray. O. A. Parkyns. Sol. Lewis, Chesham. Sur. Oct. 29

BOORMER, WILLIAM CHRISTOPHER, assistant store keeper in the Royal Arsenal, Lower Ann-st. Plumstead. Pet. Oct. 14. Reg. Murray. O. A. Parkyns. Sol. Buchanan, Basinghall-st. Sur. Nov. 1.

BOULTER, WILLIAM HENRY, out of employ, South-rd., Forest-hill. Pet. Oct. 14. Reg. Murray. O. A. Parkyns. Sol. Hope, Ely-pl. Holborn. Sur. Oct. 29.

BUTCHER, JOHN, dealer, Liverpool-rd., Islington. Pet. Oct. 14. Reg. Murray. O. A. Parkyns. Sol. Orchard, John-st. Bedford-row. Sur. Oct. 29.

CARDEN, EDWARD, foreman to a builder, Stratford-grove, Putney. Pet. Oct. 15. Reg. Murray. O. A. Parkyns. Sols. Hokin and Washington, Trinity-q. Southwark. Sur. Oct. 29.

CHANNY, HENRY, dealer in fancy goods, Chatham. Pet. Oct. 13. Reg. Murray. O. A. Parkyns. Sol. Rigby, Gresham-st. Sur. Oct. 29.

COOCHIN, WILLIAM, licensed victualler, Forest Gate. Pet. Oct. 14. Reg. Murray. O. A. Parkyns. Sol. Smith and Harris, New Broad-st. Sur. Nov. 1.

CUMMINGS, RICHARD THOMAS, grocer, Victoria Dock-rd. Pet. Oct. 8. Reg. Koche. O. A. Parkyns. Sols. Inglis, Cooper, and Holmes, Threadneedle-st. Sur. Oct. 29.

CUTTING, WILLIAM, engineer, Beccles. Pet. Oct. 14. Reg. Murray. O. A. Parkyns. Sols. Doyle and Edwards, Verulam-bldgs, Gray's Inn, agents for Atkinson, Norwich. Sur. Oct. 29.

DAKIN, EDWARD, out of business, Cliff Town, Southend. Pet. Oct. 14. Reg. Murray. O. A. Parkyns. Sol. Long, Queen-st. Hoxton. Sur. Oct. 29.

DECKLING, JOHN, out of business, Rutland-mews West, Knights-bridge. Pet. Oct. 15. Reg. Murray. O. A. Parkyns. Sol. Lawrence, Lincoln's Inn-fields. Sur. Nov. 1.

HARVEY, WILLIAM, HENRY, commission agent, Poplar. Pet. Oct. 14. Reg. Murray. O. A. Parkyns. Sol. Lawrence, Lincoln's Inn. Sur. Oct. 29.

IRVING, JOHN, grocer, Crystal-st., Mile End. Pet. Oct. 14. Reg. Murray. O. A. Parkyns. Sol. Barrest, Bell-yd., Doctor's-common. Sur. Oct. 29.

LEVY, SAMUEL, coal dealer, Tenter-st., Spitalfields. Pet. Oct. 15. Reg. Murray. O. A. Parkyns. Sol. Dobson, Mile End-rd. Sur. Oct. 29.

MILNER, JULIUS, manager to a beerhouse keeper, High-st., Islington. Pet. Oct. 13. Reg. Murray. O. A. Parkyns. Sol. Gammon, Barge-yd.-chmbs. Bucklersbury. Sur. Oct. 29.

PLACE, JAMES, builder, Grays. Pet. Oct. 14. Reg. Murray. O. A. Parkyns. Sol. Woodward, Ingram-court, Fenchurch-st. Sur. Oct. 29.

POTTON, WILLIAM, builder, Plashow-grove, West Ham. Pet. Oct. 14. Reg. Murray. O. A. Parkyns. Sol. Guesley, Bow-st. Covent-garden. Sur. Nov. 1.

RENTIAUX, ROBERT FAUXHALL, builder, St. John's-sq., Clerkenwell. Pet. Oct. 14. Reg. Murray. O. A. Parkyns. Sols. Morrison and Co., Queen-st., Chapsdale. Sur. Nov. 1.

SARGENT, ALEXANDER, tailor, Teddington. Pet. Oct. 15. Reg. Murray. O. A. Parkyns. Sol. Fiddmore, Barnard's Inn, Holborn. Sur. Oct. 29.

SEWARD, JOHN, grocer, Bethnal Green-rd., and Old Ford-rd. Pet. Oct. 14. Reg. Murray. O. A. Parkyns. Sols. Dalton and Jemmett, St. Clement's-house, Lombard-st. Sur. Nov. 1.

SMITH, GEORGE, milkman, William-st., Islington. Pet. Oct. 14. Reg. Murray. O. A. Parkyns. Sol. Paul, Staple Inn, Holborn. Sur. Nov. 1.

STOKER, HERMON, clothier, Torrington-avenue, Kentish town. Pet. Oct. 14. Reg. Murray. O. A. Parkyns. Sol. Preston, Basinghall-st. Sur. Oct. 19.

TAYLOR, WILLIAM, commercial traveller, Branch-rd., Hoxton. Pet. Oct. 13. Reg. Murray. O. A. Parkyns. Sol. Lawrence, Lincoln's Inn-fields. Sur. Oct. 29.

WEDDLE, THOMAS, and WEDDLE, FREDERICK, wine merchants, Essex-rd., Islington. Pet. Oct. 15. Reg. Murray. O. A. Parkyns. Sol. Peckham, Great Knight Rider-st. Sur. Oct. 29.

To surrender in the Country.

ATKINSON, ROBERT, coach factor, Nottingham. Pet. Oct. 15. Reg. & O. A. Parkyns. Sols. Brown, Manchester. Sur. Nov. 1.

ANDREWS, BENJAMIN, jun., dairyman, Yewell. Pet. Oct. 15. Reg. & O. A. Parkyns. Sol. Ellis, Sherborne. Sur. Oct. 29.

BALFOUR, JAMES, wheelwright, Bradford. Pet. Oct. 15. Reg. & O. A. Parkyns. Sol. Robinson, Will. Bradford. Sur. Nov. 1.

BAILEY, JOHN, painter, Westmoreland-st. Pet. Oct. 14. Reg. & O. A. Parkyns. Sol. Smith, Weston-super-Mare. Sur. Nov. 1.

BAMFORD, WILLIAM, cordwainer, Braintree. Pet. Oct. 8. Sol. Bennefatt, Barnstable. Sur. Oct. 29.

BICKLEY, JOHN, licensed victualler, Upper Penn. Pet. Oct. 14. Reg. & O. A. Parkyns. Sol. Thurstan, Wolverhampton. Sur. Nov. 1.

RIDGEMAN, JAMES, dealer in oaks, Halfax. Pet. Oct. 14. Reg. & O. A. Parkyns. Sol. Halk, Huddersfield. Sur. Nov. 1.

BRIDGES, GEORGE, baker, Gloucester. Pet. Oct. 14. Reg. & O. A. Parkyns. Sol. Cooke, Gloucester. Sur. Nov. 1.

BOUCHER, FREDERICK WILLIAM, tobacconist, Barrow-in-Furness. Pet. Oct. 14. Reg. & O. A. Parkyns. Sol. Reilph, Barrow. Sur. Oct. 29.

BULLER, RICHARD EDWARD, commander in the royal navy, Hastings. Pet. Oct. 14. Reg. & O. A. Parkyns. Sol. Severy, St. Leonard's-on-Sea. Sur. Oct. 29.

BURN, JOHN, charter master, King'swinford. Pet. Oct. 15. Reg. & O. A. Parkyns. Sol. Stokes, Dudley. Sur. Nov. 1.

COLEMAN, WILLIAM, butler, Brighton. Pet. Oct. 15. Reg. & O. A. Parkyns. Sol. Evans, Brighton. Sur. Nov. 1.

CROSMAN, EDWARD, upholsterer, Worle. Pet. Oct. 14. Reg. & O. A. Parkyns. Sol. Smith, Weston-super-Mare. Sur. Nov. 1.

DAVIDSON, HENRY, innkeeper, Haverfordwest. Pet. Oct. 12. Reg. & O. A. Parkyns. Sol. James. Sur. Oct. 29.

DODD, RICHARD, iron plate maker, Haverford. Pet. Oct. 15. Reg. & O. A. Parkyns. Sol. Kinnear. Sols. Underhill, Wolverhampton; and Green, Birmingham. Sur. Oct. 29.

EDWARDS, EDWARD, out of business, Carnarvon. Pet. Oct. 14. Reg. & O. A. Parkyns. Sol. Turner. Sur. Oct. 29.

EVLEIGH, WILLIAM, shoemaker, Feniton. Pet. Oct. 14. Reg. & O. A. Parkyns. Sol. Jeffery, Ottery St. Mary. Sur. Oct. 29.

FISHER, CHARLES, cordwainer, Tadley. Pet. Oct. 14. Reg. & O. A. Parkyns. Sol. Chandler, Basingstoke. Sur. Nov. 4.

GANE, GEORGE, mason, Bath. Pet. Oct. 14. O. A. Smith. Sol. Rickards, Bath. Sur. Nov. 1.

GIBSON, WILLIAM, commission agent, Manchester. Pet. Oct. 14. Reg. & O. A. Parkyns. Sol. Ellithorne, Manchester. Sur. Oct. 29.

GILLOTT, WILLIAM, coachbuilder, Sheffield. Pet. Oct. 14. Reg. & O. A. Parkyns. Sol. Fisher, Sheffield. Sur. Oct. 29.

GODDARD, HENRY RICHARD, carpenter, Brighton. Pet. Oct. 15. Reg. & O. A. Parkyns. Sol. Hill, Brighton. Sur. Nov. 3.

HATCH, EDWIN, baker, Great Yarmouth. Pet. Oct. 14. Reg. & O. A. Parkyns. Sol. Whitaker, Great Yarmouth. Sur. Nov. 1.

HIND, THOMAS, agent, Norton, Stockton-on-Tees. Pet. Oct. 14. Reg. & O. A. Parkyns. Sol. Hutton, Stockton-on-Tees. Sur. Nov. 3.

HOAD, CHARLES JOHN, greengrocer, Hove. Pet. Oct. 14. Reg. & O. A. Parkyns. Sol. Milla, Brighton. Sur. Nov. 3.

HUGHES, RICHARD, innkeeper, Holyhead. Pet. Oct. 15. O. A. Parkyns. Sols. Evans and Lockett, Liverpool. Sur. Oct. 29.

HUNT, RICHARD EDWARD, baker, Orre. Pet. Oct. 16. Reg. & O. A. Parkyns. Sol. Philbrick, Hastings. Sur. Oct. 29.

JENNETT, JAMES, journeyman last maker, Birmingham. Pet. Oct. 14. Reg. & O. A. Parkyns. Sol. Fallois, Birmingham. Sur. Oct. 29.

JONES, JOHN, flour merchant, Narberth. Pet. Oct. 15. Reg. & O. A. Parkyns. Sol. Lascelles, Narberth. Sur. Oct. 29.

JONES, WILLIAM, bookmaker, Bristol. Pet. Oct. 15. Reg. & O. A. Parkyns. Sols. Harley and Glyn, Bristol. Sur. Oct. 29.

LUCAS, GEORGE, beerhouse keeper, Hanley. Pet. Oct. 14. Reg. & O. A. Parkyns. Sol. Welch, Hanley. Sur. Nov. 1.

MATTHEWS, WILLIAM, painter, Northampton. Pet. Oct. 15. Reg. & O. A. Parkyns. Sol. White, Northampton. Sur. Oct. 29.

MARSH, CHARLES, wine merchant, Farnell, Sheffield. Sur. Nov. 3. Pet. Oct. 29. Reg. & O. A. Parkyns. Sol. Collins. Sur. Oct. 29.

MILL, WILLIAM, grocer, Stonebridge. Pet. Oct. 15. Reg. & O. A. Parkyns. Sol. Wall, Stonebridge. Sur. Nov. 1.

MOORE, GEORGE, wood turner, Brighton. Pet. Oct. 15. Reg. & O. A. Parkyns. Sol. Evans, Brighton. Sur. Nov. 3.

NARR, GEORGE, general dealer, Eaton Bray. Pet. Oct. 13. Reg. & O. A. Parkyns. Sol. Shepherd, Luton. Sur. Nov. 3.

OAKLEY, EDWIN THOMAS, out of business, Liverpool. Pet. Oct. 11. Reg. & O. A. Parkyns. Sols. Johnson and Tilly, Lancaster. Sur. Oct. 29.

PARKER, GEORGE, postmaster, Birkenhead. Pet. Oct. 14. O. A. Parkyns. Sol. Bellringer, Liverpool. Sur. Oct. 29.

PROCTOR, JOHN, waste dealer, Accrington. Pet. Sept. 15. Reg. Murray. O. A. Parkyns. Sol. McNeill, Sur. Oct. 29.

RILEY, MICHAEL, tailor, Fendleton. Pet. Oct. 13. Reg. Fardell. O. A. Parkyns. Sol. Horner, Manchester. Sur. Nov. 3.

ROBERTS, CHARLES, omnibus driver, Melcombe Regis. Pet. Oct. 15. Reg. & O. A. Parkyns. Sol. Howard, Weymouth. Sur. Nov. 3.

ROBERTS, HENRY, cooper, Framfield. Pet. Oct. 2. Reg. & O. A. Parkyns. Sur. Oct. 29.

RUSSELL, SAMUEL HENRY, innkeeper, Highham. Pet. Oct. 15. Reg. & O. A. Parkyns. Sol. Chittcock, Norwich. Sur. Nov. 1.

RUTLAND, WILLIAM, baker, Torquay. Pet. Oct. 15. Reg. & O. A. Parkyns. Sols. Hooper and Weller, Torquay. Sur. Nov. 3.

SANBORN, ROBERT, gentleman, Southampton. Pet. Oct. 15. Reg. & O. A. Parkyns. Sols. Deacon and Pearce, Southampton. Sur. Oct. 29.

SMITH, STEPHEN, seaman's outfitter, North Shields. Pet. Oct. 14. Reg. & O. A. Parkyns. Sol. Duncan, South Shields. Sur. Oct. 29.

SNAPE, GEORGE, bricksetter, Birkenhead. Pet. Oct. 14. Reg. & O. A. Parkyns. Sol. Anderson, Birkenhead. Sur. Nov. 3.

STIFF, WILLIAM, cabinet case maker, Birmingham. Pet. Oct. 15. Reg. & O. A. Parkyns. Sol. East, Birmingham. Sur. Oct. 29.

WARD, ERNEST AUGUSTUS, attorney, Birmingham. Pet. Oct. 8. Reg. & O. A. Parkyns. Sol. Rowlands, Birmingham. Sur. Oct. 29.

WALKER, GEORGE, journeyman miller, Skerton. Pet. Oct. 12. Reg. & O. A. Parkyns. Sols. Johnson and Tilly, Lancaster. Sur. Oct. 29.

WATERMAN, JOHN, beerhouse keeper, Send, near Ripley. Pet. Oct. 29. Reg. & O. A. Parkyns. Sol. Gensch, Guildford. Sur. Oct. 29.

WEINER, WILHELM, master mariner, Sunderland. Pet. Oct. 15. Reg. Gibson. O. A. Parkyns. Sols. Oliver and Botsell, Sunderland. Sur. Nov. 3.

WETTON, SAMUEL, provision dealer, Birmingham. Pet. Aug. 14. Reg. & O. A. Parkyns. Sol. East, Birmingham. Sur. Oct. 29.

WILLIAMS, JOHN, farmer, 12, Leinster-minster, Canerth. Pet. Oct. 15. Reg. Wilde. O. A. Parkyns. Sol. Evans, Newcastle. Sur. Oct. 29.

WITHERS, WILLIAM, innkeeper, Gloucester. Pet. Oct. 14. Reg. & O. A. Parkyns. Sol. Smidridge, Gloucester. Sur. Oct. 29.

BANKRUPTCY ANNULLED.
Gazette, Oct. 15.

SPENCER, THOMAS, draper, Manchester. Sept. 29, 1869.

Dividends.
The Official Assignees are given to whom apply for the Dividends.

Bower, J. of Llanberis, 1st st. 34. Turner, Liverpool. — Hindley, E. coal merchant, second O.A. 19. Brewer, Liverpool. — Jewell, Charles, and De Lisle, merchants, 5th st. 19-6th st. Parkyns, London.

Assignment, Composition, Insolvency, and Trust Needs.

Gazette, Oct. 15.

ANDERSON, WILLIAM BAIRN, and ANDERSON, DAVID CHARLES, woolstaplers, Halifax. Pet. Oct. 10. by three equal instalments, in 2, 4, and 6 mos., secured. Trust. D. Anderson, bank manager, Dundee.

ATKINSON, THOMAS, woollen manufacturer, Halifax. Sept. 14. 10s. by three equal instalments, in 2, 4, and 6 mos., secured. Trust. J. Dewhurst, worsted spinner, Bland, W. A. Jubb, merchant, Bealey, and T. Smithies, merchant, Halifax.

BARTON, EDWIN IRWIN, trainer, Gerrard-st., Soho, and Escom. Oct. 4. 1s. in 6 mos.

BASBOU, AUGUSTIN, Berlin wool dealer, Clifton, near Bristol. Sept. 29. Trust. W. Payne, jun., fancy dealer, High Holborn. 1s. in 1 mo. Trust. W. Nixon, dealer, Nottingham.

BEALE, JOHN, builder, Richmond-rd., West Brompton. Sept. 29. 2s. 6d. in 1 and 4 mos. from Sept. 27, secured. Trust. H. T. Carr, John-st., Adelphi.

BELL, RICHARD, grocer, Wellington-rd., Paddington-green, and St. Hilda's-lane, Kenal-rd. 1s. in 1 mo. Trust. B. Whitworth, sugar dealer, Satchchap, and G. L. Whitster, sugar dealer, Little Tower-st.

BENNETT, THOMAS WARD, hosier, Brierley-hill. Sept. 14. 4s. in 14 days.

BETTER, JOHN, coach builder, Piccadilly. Oct. 11. 1s. in 6 mos. BILLINGSLEY, CHARLES, saddler, Manchester, and Stratford. Sept. 9. 2s. 6d. by two equal instalments, in 4 and 6 mos.

BRIDGE, GEORGE ALFRED, hatter, Sheffield. Sept. 29. Trust. 3s. in 1 mo. Trust. W. H. Wood, hat manufacturer, Hollingwood, near Manchester.

BRIELEY, JOSEPH, yarn spinner, Huddersfield. Sept. 13. Trust. J. Lowenthal, wool stapler, Huddersfield, R. Houghton and J. R. Broome, both manufacturers, Almondsbury, and E. North, woollen manufacturer, Manchester.

BROOKS, THOMAS, printer, Alvergate-st. Oct. 6. 10s. by four equal instalments, on Jan. 6, May 6, Sept. 6, and Jan. 6, 1871.

COOKE, JAMES FOLKNER, timber merchant, Liverpool. Sept. 29. Trust. G. H. Packer, coachmaker, Liverpool.

COOPER, GEORGE, watchmaker, Scotchburgh. Sept. 17. Trust. W. Ehrhardt, watch manufacturer, Birmingham.

COUPLAND, MARY, confectioner, Hull. Sept. 24. 5s. Trust. W. Simpson, surveyor, Hull.

DUNN, JOHN, baker, New Bond-st. Aug. 16. 20s. Trust. S. Duer, Reg. Claygate, and T. H. Parks, miller, Shad Thames, Rotherhithe.

DUNN, CHARLES BIRTILL, nurseryman, Weston-super-Mare. Sept. 25. Trust. S. C. Dunn, widow, Bristol.

FARNELL, JAMES BURNER, Licensed traveller, South Lambeth-rd., Lambeth. Sept. 25. 5s. by two equal instalments, in 6 and 12 mos.

FINCH, ISAAC, and FINCH, JOHN, edge tool makers, Sampford Courtyard, Aug. 30. Trust. F. Stanbury, gentleman, Plymouth, and J. H. Stanbury, merchant, Cheltenham.

GROVE, MICHAEL BERNARD, late moulding manufacturer, Abbey-st., Bethnal-green. Oct. 12. 20s. by two equal instalments, in 18 mos and 3 years.

HALL, WILLIAM, victualler, Brighton. Sept. 16. Trusts. J. Bishop, draper, and A. G. Grocer, both Euston.

HARRIS, EDWARD WILLIAM, publican, Salford. Sept. 20. 2s. in 14 days.

KHATH, CHARLES, glass cutter, Willow-brook-rd., Peckham. Oct. 15. 1s. in 6 mos.

HOLLE, GEORGE, blacksmith, Dewsbury. Sept. 23. 5s. by two equal instalments, in 3 and 6 mos., secured.

JONES, RICHARD, grocer, Ystrad Rhondda. Oct. 9. 2s. 6d. immediately. Trust. G. C. Sutton, accountant, Pontypridd.

LAWRENCE, JOHN LOCK, printer, Bristol. Sept. 29. 7s. 6d. by two equal instalments, on Jan. 6 and April 25.

MONTGOMERY, JOHN, provision merchant, Salford. Sept. 17. 6s. by three equal instalments, on Sept. 20, Nov. 20, and Feb. 20, secured. Trust. J. Little, butter merchant, Salford.

MORRIS, GEORGE, wine and spirit merchant, Cheltenham. Oct. 1. In full, by quarterly instalments of 12s. each, from Feb. 1.

NASH, THOMAS, miller, Felthorpe. Sept. 10. Trust. J. N. Mottram, gentleman, Norwich, and W. G. Overman, land steward, Haverlingland.

NORRIS, GEORGE, auctioneer, Leeds. Sept. 14. Trusts. J. Gill, merchant, Manchester, and R. E. Williams, merchant, Liverpool.

POULTON, GEORGE, and POULTON, SHUFFREY, grocers, Croydon. Sept. 29. 10s. by four equal instalments, in ten days from registration, and on Dec. 10, Feb. 10, and April 10. Trust. G. Wade, jun., gentleman, Charrington-wharf, Ratcliff.

RICHARDSON, GEORGE, draper, Leeds. Oct. 1. 13s. 6d. 4s. 6d., and 5s. in 4, 6, and 12 mos. Trusts. W. Sadler, wine merchant, W. G. Grocer, and R. Hicks, hotel, all of Leeds.

RUSSELL, FRANCIS, car proprietor, King's Norton. Oct. 2. 2s. in 1 mo.

SANBORN, JAMES BRUCE, printer, Ellington-st., Islington, and Little Britain. Sept. 15. 6d. by three equal instalments in Oct. 1869, and Jan. and April 1870. Trust. T. Lavender, King's-sq., Clerkenwell.

SATCHWELL, GEORGE, and BURLE, CHARLES WILLIAM, tea dealers, Upper Thames-st. Oct. 15. Trusts. W. R. Sears, merchant, and J. C. Hester, tea merchant, Great Tower-st.

SHACKELL, JOSEPH, watchmaker, Myddleton-st., Clerkenwell. Oct. 7. 4s. by four equal payments in 3, 6, 9, and 12 mos.

SMITH, HENRY, draper, Peter-st., and Old Market-st., Bristol. Oct. 1. Trust. J. T. Stutter, warehouseman, Wood-st. Sol. Smart, Ironmonger-lane.

SMITH, RICHARD HORATIO, commission agent, Loughborough-park, Brighton, and Fenchurch-st. Sept. 20. Oct. 15. 7s. 6d. in 7 days.

SWANEY, EDWARD, hop merchant, Leeds. Oct. 15. 5s. 2s. in 3 and 6 mos.

VINT, THOMAS DICKINSON, chemist, Sunderland. Sept. 13. 6s. by four equal instalments in 4, 6, 8, and 12 mos., secured.

VORSTER, FREDERICK, manufacturer of fancy goods, Bonner-rd., Victoria-pk. Sept. 21. Trust. W. Morley, jun., warehouseman, Gutter-lane.

WEBSTER, GEORGE, boot manufacturer, Nottingham. Sept. 17. 5s. 6d. by two instalments, 3s. 6d. in 25 days, and 2s. on Dec. 17. Trust. G. Took, currier, Nottingham.

WILLIAMSON, THOMAS, and WILLIAMSON, EDWIN, shoelakers, Newcastle. Oct. 8. 2s. 6d. by three instalments of 1s. 6d. in 2, 4, and 6 mos., and 2s. in 3 mos., secured. Trust. T. Stevenson, auctioneer's clerk, Newcastle.

WOLFORD, JOHN, clothier, Upper Sydney-st. Sept. 21. Trust. T. R. Smith, wholesale clothier, Newmarket.

Gazette, Oct. 19.

BATES, JOSEPH, furniture dealer, Waltham. Oct. 2. 1s. by two equal instalments, in 3 and 6 mos.

BELLARS, JOHN, doctor of medicine, Salway's-lane, Limehouse, and Workwater. Oct. 7. 1s. by two equal instalments, in 4 and 6 mos.

BLAND, EDWARD, grocer, Westmoreland. Oct. 4. 2s. in 1 mo. CALVOOREN, JOHN, merchant, Liverpool. Oct. 1. 2s. on Oct. 5.

COCKE, WILLIAM, grocer, Bangor. Sept. 15. Trusts. C. J. Evans and J. Copson, wholesale grocers, Norwich.

CORRIE, JOSEPH, book manufacturer, Barnsley. Oct. 2. 4s. by three equal instalments, in 2, 4, and 6 mos., secured. Trust. J. Lodge, currier, Barnsley.

COWARD, WILLIAM, book maker, Greenwich. Sept. 28. Trust. J. Gorton, Thomas, commission salesman, Crumppall, near Manchester. Sept. 29. 1s. on Nov. 1.

CUNLIFFE, JAMES, grocer, Blackburn. Sept. 23. Trust. F. F. Turner, accountant, Blackburn.

DALRYMPLE, JOHN, commission agent, Marlborough. Trust. 34. Trusts. J. Stokhart, commercial traveller, Birmingham, and A. Austin, draper, Cardiff.

DARE, SAMUEL, travelling draper, Bristol. Sept. 25. Trust. W. M. Baker, warehouseman, Bristol.

DOWNS, WILLIAM WILKES, Birmingham. Sept. 29. Trust. W. W. Midland, Birmingham.

GARNED, HENRY, ROSEWOOD, THOMAS WILLIAM, and TOTTEN, JOSEPH, colour manufacturers, George-yd., Whitechapel. Sept. 2. 2s. 6d. in 3 mos.

GREENWOOD, SQUIRE, blancher, Tack Lee, near Bury. Sept. 3. 1s. 6d., secured.

HALES, DANIEL MORRIS, dealer in toys, Edwars-rd., Eyle Park. Oct. 15. 2s. 6d. by two equal instalments, in 1 and 3 mos. from registration.

HARVEY, GEORGE WILLIAM, chemist, Southwick. Sept. 2. 1s. by two equal instalments, in 1 and 3 mos. from registration. Trust. R. J. Cooper, agent, Oldbury.

HARDING, WILLIAM, draper, Southend-on-Sea. Sept. 21. 2s. 6d. 2s. 6d. on Oct. 1. 1870. Trusts. P. Whilkins, dr

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NOTICE.

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VOL. XLVII.—No. 1387.

To Readers and Correspondents.

All anonymous communications are invariably rejected. All communications must be authenticated by the name and address of the writer, not necessarily for publication, but as a guarantee of good faith.

THE
Law and the Lawyers.

As we anticipated, the witnesses committed by the Beveridge Commissioners are to be brought up by a writ of Habeas Corpus, and the question of the validity of their committal argued on the second day of Term. Should they be discharged, which is confidently expected, the next question will be whether the Commissioners are not liable to an action for false imprisonment. They are protected in the same way as justices for any act done in pursuance of their duty; being defunct as a commission they were not within the privilege.

THE annual report of the Law Writers' Provident Institution exhibits a very flourishing state of affairs. After meeting all the claims of the year in the most liberal manner, the balance still shows a profit of 86%. It has accumulated a capital of 2736l. Its sick allowance amounted to 185l. and its payments to the families of deceased members were no less than 150l. Such a society well deserves the encouragement and support of the Profession.

REGARDING the Irish law appointments, consequent on the death of the MASTER of the ROLLS, the correspondent of the *Globe* wrote on Wednesday evening that the report is general that Mr. SULLIVAN, the Attorney-General, has definitively declared his preference for an immediate reward (of the Church Bill labours) by stepping at once upon the Rolls Bench, and that in the event of Mr. SULLIVAN quitting the Castle and the Parliamentary arena, Mr. BARRY will take possession of the law room in the former place. Mr. Dowse's friends claim the Solicitor-Generalship for him, but the writer thinks that it would not be surprising if the Cardinal's influence were successful on behalf of Mr. SHERLOCK.

DR. VAUGHAN, the new Master of the Temple, has announced that he will read the Greek Testament with graduates, in the room under the Middle Temple Library, at 8 every morning except Saturday and Sunday. It is understood also that he will visit the members of the Inns as if they were his ordinary parishioners. To the last course we can take no possible exception. As to the former, we fear the attendance will be very small. Why are the benefits to be confined to graduates? Is it to be assumed that no one knows Greek who has not taken a degree? Had Lord DERBY been a member of the Inns under Dr. VAUGHAN he would by the limitation to graduates have been excluded from attending, for he left Christ Church without graduating. And yet there have been few finer Greek scholars than the lamented Earl. There are a great many men at the Bar who are not graduates, but who have, nevertheless, received a sound collegiate or public school education, and who would appreciate as much as anyone an hour in the morning with Dr. VAUGHAN and the Greek Testament.

We noticed recently the extent to which lawyers are going in their attempts to restrain the comments of the press. But an instance has occurred in which even the limit to which we referred has been exceeded. In the case of the Hounslow murder, counsel for the prisoner stated to the court that shortly after the commission of the offence, whatever the offence might be, an extraordinary article appeared in the *Times* newspaper coupling it with the Pantin murders, and as it was thought proper that the attention of the Court of Queen's Bench should be called to that article, he applied for a postponement of the trial until next session. The learned Judge said he could not regard this as sufficient ground for a postponement. He was sure the jury would not allow themselves to be influenced by anything they might have seen in the *Times*. We should think not; and if our

present procedure cannot be carried out without muzzling the press in all cases where persons may be implicated in the commission of a notorious offence, it will become necessary to think of amending our procedure.

WE learn that Mr. MAINE, in his capacity of Legislative Councillor in India, has been doing good service to that country with reference to the importation of European vagrancy. His Act to prevent and punish European vagrancy, the *Times* correspondent tells us, is now law. By its provisions all vagrants who persist in begging may be imprisoned for one, two, or three months. From the beginning of next year, and in provinces where there are no workhouses, from the time when such buildings have been supplied, European, American, and Australasian vagrants may be arrested by the police and taken before a full-power magistrate, without being allowed to plead the privilege of European British subjects. They will receive a shilling a day till placed in the workhouse, or when seeking for work with the assistance of the master. When actually in the workhouse they will be fed as in a penitentiary. All who contract to leave India will receive a free passage. "But," remarks the writer, "unless the new Merchant Shipping Acts give India the power, as they ought to do, of legislating for such characters on the high seas, those who refuse to leave the country cannot be forcibly deported. This is the only flaw in the Act, which is likely to cost a good deal of money, with somewhat disproportionate results, until Parliament removes the present obstacle to legislation. To stop the supply of vagrants the Australasian colonies have been informed that any shipmaster who knowingly brings an ex-felon or ticket-of-leave man to India will be fined. Private employers and companies who have imported or taken from the army persons who become vagrants within the year will have to pay all charges on their account. The Act is really much milder than this summary would lead you to suppose, for there are many detailed provisions as to procedure, with which I need not trouble you. Indeed, it is feared that it will have to be made much more severe."

THIEF MAKING.

IN one week no less than three boys employed as clerks by the publisher of the *LAW TIMES* were detected stealing postage stamps. Not only was it the practice to purloin portions of any packet within reach, but one of them watched his opportunities when an office was vacated, opened the desk and took, according to the quantity of stamps found there, just so many as would not be likely to be missed. This appears to have been carried on for a long time, but lately he had adopted the more dangerous practice of taking letters brought to the office, or with which he was entrusted to stamp, or for carrying to the post-office, opening such as appeared to have postage stamps in them and destroying the letter.

To this it seems they were tempted by the facility provided for converting their plunder into cash at the post-offices. Thus the privilege given to postmasters to buy stamps is producing an unanticipated mischief. It is not too much to say that thousands of thieves are created by the readiness with which they are enabled to dispose of the stolen property. A clerk or servant has but to secrete a postage stamp, or stop a letter on its way to or from his employer, and he can exchange that stamp for coin at the nearest post-office.

A correspondent of the *Times* some days ago directed the attention of the Government to this form of thief-making; for the boy who begins by stealing postage stamps will certainly be encouraged by impunity to try his hand at other plunder. A partial remedy would be to forbid postmasters from the purchase of less than a certain quantity at once—say ten shillings' worth—and to take the name and address of the seller; to prohibit them also from buying stamps of children; in fact to apply to them similar provisions to those which have been passed to prevent marine-store dealers from encouraging young thieves by facilities for turning their crimes to account.

Another interference of the law with the process of thiefmaking is much wanted. In the instance to which we refer, the worst of the boys was observed to be continually reading the cheap

thieves' literature which encourages crime by painting criminals as heroes. Surely this is not less noxious than the prohibited literature of Holywell-street? Why should it not be treated in the same manner? The authorities who determine what is indecency might be permitted also to determine what is incentive to crime. The suppression of thieves' literature would be a greater boon to society than the suppression of erotic books and prints; the former creates criminals, the latter only stimulates the passions of those who are already degraded and demoralised.

A WARNING.

A SOLICITOR at Braintree has been sentenced to twelve months' imprisonment for appropriating to his own use the moneys of his client. This is, we believe, the first time that the offence, which is only too common, has been punished by indictment, plundered clients having been ignorant of the remedy or reluctant to enforce it. Now that it is known there can be no doubt that it will be more frequently resorted to by those whose confidence has been betrayed. Nor in the true interest of the Profession can we object to the law itself or to its enforcement. In very truth there is no real difference between robbery by appropriating the money which clients have confided to the care of a solicitor, or which he has received for them in the course of business, and picking a pocket, or robbing a till. If anything, the solicitor is guilty of the greater crime, for he adds breach of trust to theft, and uses the confidence of his employer for the purpose of robbing him. No excuse whatever can be offered for this crime, for no circumstances whatever will justify a solicitor in using for his own purposes the money which he holds in trust for others, whether that money has been given to him by his client for investment, or whether it has been received by him for his client. The moment he applies any portion of that money to his own use, he is guilty of dishonesty, and has committed a crime, even if done with design to refund it.

We fear that the offence of thus misappropriating the property they hold in trust is more frequent than the public are aware. It results from the practice, against which we have so often and earnestly warned our readers, of mingling their clients' money with their own—a course to be sedulously shunned by every prudent solicitor. Debts recovered, purchase moneys received, rents collected, and such like, are too frequently paid to the private account of the solicitor at the bank; he cannot, or will not, distinguish what of the balance is his own, and what the property of others which he holds in trust; he draws upon the whole balance for his private uses, invades the property of his client, deluding his conscience with the suggestion that he does not know what is his own, averts some present pressure by the tempting crime, in the vain hope that something may turn up to save him. It is thus that hundreds of solicitors have been brought to ruin in times past and if the Woodbridge example should be followed, it is thus that many will hereafter be brought to the felon's dock and the convict's prison.

The warning we have given before we would emphatically repeat now. Make it an inflexible rule never to mingle your clients' moneys with your own. Keep a separate account at the bank and pay over whatever you receive for a client with the least possible delay. By observing this rule, you will avoid the double risk of temptation and of error. You will both gain clients and keep them; for there is nothing that so recommends a solicitor to men of business as prompt paying over of debts collected and moneys received, and it will promote your peace of mind as much as it will advance your prosperity.

THE MORAL OF THE BRIBERY COMMISSIONS.

If the relief caused to the public mind by the cessation of the labours of the bribery commissioners is as great as that felt by the Profession to which the commissioners belong it must be very substantial. Day by day during the Long Vacation these commissions have dragged their long lengths along, the commissioners appearing to vie with each other in the number and stupidity of their jokes, the absurdity of their moral lectures, or the abuse of the process of examination and cross-examination committed

to their hands. In two or three prominent instances the choice of the Attorney-General of members of the Bar to fill these offices was eminently unfortunate, and to those appointments mainly is due the odium and ridicule which have fallen upon much of the proceedings.

We had contemplated going through the reports of the doings of the several commissions furnished by the daily papers; but we are unwilling to make permanent record of the bad jokes of at least one of the Norwich Commissioners; the harsh and insensitive persecution of a member of the Bridgewater Commission; or of the general incompetency of the Beverley Commissioners. These, we fear, will be still fresh in the recollections of our readers and the public generally, and we have only to consider the moral to be drawn from the proceedings.

In the first place we have already expressed the opinion that the constitution of the tribunal is mistaken. An investigation committed to three commissioners of equal powers entails similar duties on all three. If it were not for the possibility of a difference of opinion as to the report to be made, one commissioner would do just as well as three, and probably a great deal better. It was for this reason that a week or two since we observed how infinitely preferable it would be were a Judge to conduct the inquiry. And we cannot see why this suggestion should not be carried out. The object of a commission is to convict the borough. One half of the evidence given at Bridgewater or Beverley would have been sufficient for that purpose. The great evil attending the exercise of inquisitorial judicial powers by three Judges at the same time is too obvious to need illustration.

The conclusion to be arrived at is very simple. If the trials of boroughs for bribery are to be criminal trials with something added to the rigour of the process, let the procedure be assimilated to that of our criminal courts, only removing the imposition of silence on the person accused. We saw it suggested in the *Daily News* not long since that there should be a Government inspector of elections, that he should suggest to what boroughs judicial scrutiny should be directed, and that he should discover the persons suspected of corruption, and at once indict them before the Recorder, to whom should be given all the necessary powers which he does not at present possess. This inspector would have agents throughout the country who would procure evidence as the election proceeded, and thus take away from townsfolk the odium of being witnesses one against the other. If the convictions before the Recorder became very numerous it might then be a question for the Government whether the city or borough should retain the franchise.

By this means bribery would be punished instead of condoned as regards individuals upon confession as is now done by election commissioners. But to pass a law which would bring swift punishment upon the offenders against the Bribery Acts would require earnestness on the part of the Legislature. This we do not believe in, and shall steadily refuse to believe in until we have some more conclusive evidence of its existence.

THE DECLINE OF THE SELF GOVERNMENT OF THE CLERGY.

In the new number of *Macmillan's Magazine*, Mr. ROWSELL discusses the question, "What is the Court of Arches, what is the Privy Council, that they should sit in judgment on causes ecclesiastical? What is the nature of the machinery provided by law for the settlement of questions which may arise in the Church?"

This is a peculiarly important question at the present time, but we cannot congratulate Mr. ROWSELL upon having so dealt with it as to give a contribution of any value to the literature of the subject. And we now propose only to glance at his article with the view of showing how gradually, but how surely the bishops and clergy have lost all their old rights of self-government.

As our author remarks at the outset, from the Norman Conquest till the reign of EDWARD I. ecclesiastics in England were for every purpose amenable only to strictly ecclesiastical courts, which had, however, for certain important purposes, jurisdiction also over the laity. The attempts made by several kings, especially by HENRY II. to put a bridle on the churchmen, proved ineffectual. But the moral

effect of the "Constitutions of Clarendon"—marred though it was by the criminal blunder involved in the murder of Becket—was very considerable, and was apparent for years afterwards in the conduct of the church towards the State. The precedent set by HENRY II. was never forgotten by the kings who came after him. The clergy, on their part, remembering how near they had been to subjection, were wise in time, and not only conceded points to resolute kings who required them, but were careful not to provoke such kings beyond the bounds of patience.

The ecclesiastical courts of that period, which, it will be seen, had a jurisdiction over the laity to some extent, were three in number: the archdeacon's, the bishop's, and the archbishop's. An appeal lay from the lower to the higher, and there was a right of final appeal to the judgment of the Pope, who could try the matter either before himself in Rome, or through a legate armed with full powers. These tribunals took cognisance of all questions relative to the church itself, and of all criminal, civil, or ecclesiastical matters in which clerks were concerned. They had jurisdiction also over laymen in questions *pro salute anime*. Such were brawling, doing violence, or committing other irreverent conduct in church or churchyard, neglecting to repair ecclesiastical buildings, incest, or incontinence. Their jurisdiction further extended over all causes testamentary and matrimonial."

The scope of the jurisdictions of these courts over the clergy was very wide. As Mr. ROWSELL remarks, the clergy were amenable to them for neglect of duty, immoral conduct, preaching doctrines at variance with the Articles of the Church, and suffering dilapidations. But, he adds, "it was in the matter of heresy that the ecclesiastical courts became most prominent, and for the purpose of stopping heresy they deemed the power already in their hands to be insufficient. Until the rise and growth of Wycliffism the spiritual court had been able to deal effectually with such heresies as presented themselves. These were probably few, and rather fanciful than real. For three hundred years after the Conquest men were too much occupied in accumulating themselves to the new state of things—in welding the uncongenial elements which were in England into one nation, in conducting the wars which were incidental to the establishment of a Norman kingdom in the country—to allow of their entering upon original speculations on religious questions. Besides which, the fear of the powers already in the hands of the clergy was enough to restrain the aspirations of those few who really found time to think."

We in the present day, and with the example of Dr. TEMPLE before our eyes, can very well understand what the dominion of the clergy over freethinkers amongst their own body must have been when they had supreme ecclesiastical jurisdiction over them. But the governing dignitaries were cautious to be well supported. "It is curious to remark," says our author "that the archbishop or bishop's court before which heretics were tried seems to have consisted, not of any fixed number or rank of persons, but of counsel chosen at the discretion of the bishop, to sit with him as his assessors. It shows at all events a desire on the part of the bishop, acting according to the light that was in him, to do right, that in important cases involving difficult points of doctrine—one can hardly call it law—he summoned a large number of assessors to assist him in arriving at a judgment. Thus, in the case of REGINALD PEACOCK, Bishop of Chichester, the author of 'The Repressor,' and many other works towards the end of the fourteenth century, the ARCHBISHOP of CANTERBURY delivered the writings of the prisoner to twenty-four doctors, who were directed to examine them, and report whether there were heresies in them or not. They formed a sort of ecclesiastical grand jury; and upon their presentment, which was to the effect that there were certain specified heresies in the books, the court, consisting of the ARCHBISHOP and the BISHOPS of LINCOLN and ROCHESTER, gave judgment, after hearing what the BISHOP of CHICHESTER had to say in his own defence."

So things went on until that terrible scourge of the Church, HENRY VIII., came upon the scene. The old statute of Hen. 4 was repealed, and it was ordered that heretics were to be questioned in open court before the ordinary, and have an open trial. And, as we noticed last week, this monarch assumed the headship of the

Church, and the spiritual prerogatives of the Pope. As head of the Church, he claimed the power to bring ecclesiastical causes from the ordinary's court before himself in council.

Again, as regarded the clerical power of excommunication, it gradually passed into the cognisance of the Court of Chancery and the Queen's Bench. By 5 Eliz. c. 23, provision was made that the writ *de excommunicato capiendo* should issue out of the Court of Chancery on the bishop's certificate, and be returnable in term time in the King's Bench, where the cause of arrest might be fully set forth, in order that the Judges might see whether or not it was a proper one for the decision of the ecclesiastical Judge.

The purely ecclesiastical courts which now exist, are either subject to the supervision of common law courts or lay Judges. And it seems the desire of the bishops that they should not be called upon to decide judicially upon the offences of their clergy.

Finally, as Mr. ROWSELL well remarks, "The spirit of HENRY II. might be consoled for the miscarriage of the 'Constitutions of Clarendon,' could he see ecclesiastical courts in England, the distinctive feature of which is that no clergyman has the power to decide any matter of importance to the clergy, and no matter whatsoever which can seriously affect the laity."

SEDITION.

In a firm and manly letter Mr. GLADSTONE has declared the resolution of the Government not to yield to the menaces with which the release of the Fenian felons has been demanded by sympathisers in England and Ireland.

The applause that has greeted this display of firmness will, we venture to hope, encourage the Government to put an end to another nuisance, the Hyde Park meetings, and not on Sunday alone, but at any time. The parks are appropriated for the recreation of the public, and no section of the public has a right to take possession of them for their own purposes, to the exclusion of the peaceful and the orderly—of women, and of children. This should be forbidden, whatever the day or the object of the gathering; but especially should the prohibition be extended to Sunday, not only because such scenes are a desecration of the day, but because that is the holiday of the whole people, on which alone multitudes are enabled to breathe fresh air and tread upon grass. Moreover, the public safety calls for the repression of these assemblies. They are charged with combustibles which may explode at any moment. Doubtless they would be suppressed at last, but who can estimate the mischief that would be done before they could be put down?

All the lawyers are agreed that no public right exists to hold meetings in Hyde Park. The Home Office should have this determined by proceedings, not vindictive, against some two or three of the persons engaged in these meetings. Should the Queen's Bench pronounce their illegality, then notice should be given that they would no longer be permitted, and any attempt to act in defiance of the law should be resisted by force. If need be, the park should be filled with soldiers—for obedience to the law should be enforced at any cost. Should there be a remaining doubt as to the law, Parliament should be invited to make it clear by the only course demanded by justice and the interests of the public—to forbid the parks being used for meetings of any kind. None could reasonably complain of this, for they are strictly dedicated to the recreation of the whole community, poor as well as rich, and it is the manifest duty of the Government to see that they are not impeded in the full enjoyment of this right by any section of the community for any purposes whatever.

LAND LAW REFORM.

The real aim of the present movement is against all property, and not against property in land only. If any, even the slightest, departure from justice, the smallest invasion of property, be sanctioned in dealing with the land laws, it will inevitably and speedily lead to the plunder of all other property. If the excuse that Ireland is an exception be allowed to sanction the invasion of the rights of property in Ireland, it will assuredly lead directly to like demands and like concession in England. Indeed, the new Land Reform League has taken care that there

shall be no doubt as to what are the objects for which it is to agitate.

The following is a short report of their last meeting:

The representatives of several working class organisations met at the Bell Inn, Old Bailey, to resume the discussion on the land question. As on the previous occasion, the chair was taken by Mr. Lucraft, who explained when opening the proceedings that the object of the working class movement respecting the land had no attitude of antagonism to the movement headed by Mr. Mill. Mr. Mill's object was to facilitate the purchase of land by those who had money, whilst the object of the present movement was to help the landless and the moneyless, the men, 10,000 of whom in London alone knew not where they should go for to-morrow's breakfast. They might help Mr. Mill's movement; certainly they would not, and did not oppose it. Mr. Weston moved the first resolution. The speaker said he had been accused of using strong language, but his language was not so strong as that of Lord Clarendon, who had called the landlords of Ireland "felons." He (Mr. Weston) believed that the English landlords were not a pin's point better than their Irish brethren. After one or two further and general observations he concluded by moving the resolution, the purport of which was the restoration of the land to the people, and the abolition of the practice of usury. Mr. Fielding (Penge) seconded the resolution. Mr. Osborne moved an amendment, recommending home colonisation as a more speedy remedy for the distress of the working classes. ("Bosh!") He hoped the meeting was not going to be as bad as the House of Commons. (Hear, hear.) There was a mass of poverty throughout the country that would melt the heart even of a Tory. He told the gentleman who cried "Bosh" that it was "Bosh" to talk of nationalising the land to starving thousands. Mr. Bradlaugh supported the original resolution, on the understanding that the object of the league was to take the land and the political power out of the hands of those who monopolised both as speedily as possible. The resolution was carried by acclamation. Mr. Hennessy moved that the present system of landholding and letting had become intolerable, and its removal an imperative necessity. His plan was to buy up the landlords' rights in the way in which the rights of the Irish Church had been bought up. He would abrogate landlords, game laws, primogeniture, unpaid magistrates, and poor-law guardians. The pleasure parks of the country, he thought, would be admirably adapted for home colonisation. Mr. Boon seconded the resolution. The land might be taken for the people, as it had been taken for the railways, and sold according to the Prussian system. There were 31,000,000 acres of untitled land in England.

This is plain speaking, and it is important as the manifesto of the most powerful organization in this country. In Ireland, a more summary method of settling land law reform is openly advanced by the newspapers. It is, to hang all the landlords. That we do not exaggerate will be seen from the following leader in one of the most popular and widely circulated of the Irish journals.

If anyone is capable of giving us a correct interpretation of British law it is a British Minister. A very distinguished Minister (Lord Clarendon), then, has said that the landlord who plunders his tenants of their improvements is guilty of felony. Now this being accepted, the following syllogism, we take it, is unimpeachable in point of law:—

It is lawful to resist a felon:

A plundering landlord is a felon:

Therefore it is lawful to resist a plundering landlord.

This is clearly pure logic. But the case may be explored still further. The bad landlord, when he comes a-plundering, no more than another felon, will be put off by remonstrances. Is it lawful, then, to oppose force to force, to repel the plunderer by force of arms, to protect one's property from the felonious attack, even at the risk of the felon's life? So holds the law. A late instance was decided in Cork. A man entered a gentleman's house at Blackrock and requested his gun. The gentleman shot him, believing his life was in danger, in protecting his property. The jury returned a verdict of justifiable homicide, the judge having carefully explained that this verdict was authorised by law.

Here, then, the syllogism may run thus:—

It is lawful to shoot a felon, if the victim in protecting his property believes his life imminently endangered by the felon's attack.

The plundering landlord is a felon.

Therefore, it is lawful to shoot a plundering landlord, if the victim in protecting his improvements—his property—believes his life imminently endangered by the felon landlord's attack.

The Cabinet has held its first meeting, and it

is said that the Irish Land Laws were the subject of consideration. The task of framing a measure will be difficult. It is remarkable that, with the exception of the summary schemes of the league, no definite plan has been proposed by any one of those who have spoken or written upon the subject; from which it may be gathered that the difficulty of discovery is very great indeed. We have endeavoured, in these papers, to follow the stream of discussion and extract the views of all the various parties, so as to assist the judgment of readers who may have occasion to deal with it practically. The only test of the practicability of any scheme of law reform is to embody it in a Bill. It is when we attempt to put a law into working form that we discover its defects. When loose schemes of land law reform come before us, our course is to endeavour to cast them into the shape of a skeleton of a Bill. We have thus tried all that have yet appeared, and all have failed to endure the test. The rule by which to examine them is clear enough. Does this reform, as it is called, take anything away from the landlord to give it to the tenant, and is this to be done without the consent of the party to be deprived? If such is the nature of the scheme, it is, in plain terms, a robbery, by what ever gentle name its true character may be sought to be concealed, and any temporary advantage gained by it will be dearly purchased by the certainty of a future harvest of still greater wrong, of which the first wrong is sure to be the fertile parent.

BANKERS AS GRATUITOUS BAILEES.

SINCE the days of Chief Justice Holt the subject of bailments has probably never been so elaborately dealt with as in the case of *Giblin v. McMullen*, in the Privy Council which we reported last week, a most important case as affecting the relationship between bankers and their customers.

The facts were, that a customer of the Union Bank of Australia entrusted to it certain railway debentures. These debentures were placed in the ordinary depository, but they were extracted by a dishonest cashier, and converted to his own purposes. The jury, at the trial, found a verdict against the bankers for the full value of the securities. A rule was made absolute to set aside the verdict, and from this decision of the colonial court, an appeal was made to the Privy Council which upheld the decision.

The bankers being gratuitous bailees, the question really turned on the meaning to be given to the term "gross negligence." It was contended by the Solicitor-General on behalf of the appellant that the question of negligence being one of fact, had been properly left to the jury, whose finding ought not to be disturbed. The negligence alleged against the bank was in allowing the cashier access alone to the strong room, and in not employing an honest person as cashier, and it was contended that although the individual had been long in the employ of the bank, the fact that a gentleman from England had called on the manager and told him that he had expected to receive money from the cashier, and had not received it, was such a notification as ought to have put the bank on its guard, and consequently that they were guilty of gross negligence in the keeping of the securities.

On the other hand, it was argued that if the question whether bankers have taken proper care of the securities of their customers is to be left to the jury, no banker would accept such a liability without reward, and that the negligence to make the respondents liable must be wilful negligence, which would be near to fraud. We will first see what the Privy Council say as to gross negligence. Upon this the dictum of Lord Cranworth in *Beal v. The South Devon Railway Company*, 11 L. T. Rep. N. S. 184, and the judgment of Willes, J., approving of that dictum in *Grill v. General Iron Screw Collier Company*, 14 L. T. Rep. N. S. 715 were adopted. Willes, J., said: "Confusion has arisen from regarding negligence as a positive instead of a negative word. It is really the absence of such care as it was the duty of the defendant to use." Crompton, J., in delivering the opinion of the court, said: "It is said that there may be difficulty in defining what gross negligence is, but I agree in the remark of the Lord Chief Baron in the court below, where he says 'There is a certain degree of negligence to which everyone attaches great blame. It is a mistake to suppose that things are not different because a strict line of demarcation

cannot be drawn between them;" and he added, "for all practical purposes the rule may be stated to be, that the failure to exercise reasonable care, skill, and diligence, is gross negligence." M. Smith, J., in the case in which the above-mentioned observations of Willes, J., were made, said: "The use of the term gross negligence is only one way of stating that less care is required in some cases than in others, as in the case of gratuitous bailees, and it is more correct and scientific to define the degrees of care than the degrees of negligence." Commenting on this case, Lord Chelmsford said: "It is hardly correct to say that the Court of Exchequer Chamber in the case referred to adopted the view of Lord Cranworth as to the impropriety of the term 'gross negligence;' and the judgment of the Privy Council proceeds:—The 'epithet 'gross,' is certainly not without its significance. The negligence for which, according to Lord Holt, a gratuitous bailee incurs liability is such as to involve a breach of confidence or trust, not arising merely from some want of foresight or mistake of judgment, but from some culpable default. No advantage would be gained by substituting a positive for a negative phrase, because the degree of care and diligence which a bailee must exercise corresponds with the degree of negligence for which he is responsible, and there would be the same difficulty of defining the extent of the positive duty in each case as the degree of neglect of it which incurs responsibility. In truth, this difficulty is inherent in the nature of the subject, and, though degrees of care are not definable, they are with some approach to certainty distinguishable; and in every case of this description in which the evidence is left to the jury, they must be led by a cautious and discriminating direction of the judge to distinguish, as well as they can, degrees of things which run more or less into each other."

Here we have another of the judicial difficulties which abound in our procedure, similar to which is the dilemma when a Judge is to decide the question of libel or no libel, and what is the meaning of "corruptly" in the Corrupt Practices Act. Such difficulties are inevitable, and call for the exercise of the highest order of judicial mind.

Incidentally as regards this case we would notice a point which is of some importance. It was argued by the Solicitor-General that when a banker takes charge of extremely valuable securities every care for their safety ought to be supplied, and that such was not taken may be presumed from the fact that additional precautions have been adopted since this loss occurred. The fallacy of such an argument is shown in a case in the Exchequer which we report to-day. There a pointsman had run an engine on to a branch line and caused damage for which the company was sued. The engine was a runaway, the one man in charge of it who for twenty years had singlehanded taken it to be coaled having fallen in a fit. Since the accident the company took precautions to prevent a recurrence of the catastrophe. It was argued that this fact was evidence of negligence previous to the catastrophe; but the court held not, Mr. Baron Bramwell observing that because the world grows wiser every day it is not to be concluded that it was foolish before. The argument is a very seductive one, and likely to lead to error.

PENALTIES UNDER THE CONTAGIOUS DISEASES (ANIMALS) ACT 1869.

THERE would appear to be a somewhat important defect in this Act, and it is a defect the less excusable inasmuch as it did not exist in the Act of 1866, which the Act of this year repeals. This relates to the recovery of penalties by summary procedure.

By sect. 30 of 29 Vict. c. 2, "penalties under this Act, and expenses directed to be recovered in a summary manner, may be recovered before two justices in manner directed by 11 & 12 Vict. c. 43, intituled 'An Act to facilitate the performance of the duties of Justices of the Peace out of sessions within England and Wales with respect to summary convictions and orders,' or any Act amending the same, and in Scotland by summary complaint before the sheriff, sheriff substitute, or two justices, or in boroughs before the magistrates, in manner provided by the Summary Procedure Act 1864."

By the Act of this year (sect. 85), "penalties

and forfeitures shall be recoverable and applicable under an order of the Privy Council, or an order or regulation of a local authority, as penalties and forfeitures under this Act are recoverable and applicable." Turning to Part IX., which relates to "offences and legal proceedings," we find no jurisdiction given to justices; but after certain offences and their penalties are stated, it is added (sect. 104), "And in any such case he shall be liable on conviction, in the discretion of the justices, to be imprisoned for any term not exceeding three months, with or without hard labour, in lieu of the pecuniary penalty to which he is liable under the Act." Again, in sect. 107, reference is made to the appearance of companies "before justices," and in sect. 108 it is enacted "If any party feels aggrieved by the dismissal of his complaint by justices or by any determination or adjudication of justices," &c., he may appeal. But although there are these references to justices, there is no provision similar to the one which we have cited from the Act of 1866.

The Privy Council has power, under sect. 75, to make generally any orders whatsoever which they think it expedient for the better execution of the Act, but it could not give a summary jurisdiction to justices, and the only question is, whether the Court of Queen's Bench would imply the existence of such jurisdiction from the sections to which we have referred.

MUNICIPAL AND PARLIAMENTARY ELECTIONS.

(Continued from page 433.)

NO. VII.

AGENCY (continued).

WE have now to consider at what point an agent ceases to be an agent, so as to make a candidate responsible for his acts. And, in the first place, it is to be noticed that treachery will deprive an agent of his capacity as such. This was expressly pointed out by Mr. Justice Blackburn in the *Stafford Borough Petition*, at p. 212 of 21 L. T. Rep. N. S. He said, referring to the proceedings of one Machin, "If the evidence was to the effect that Machin, though he was then a paid agent of Colonel Meller, was at that time planning to betray Colonel Meller, that it was what is called a plant, then I do not think that Machin could any longer be considered an agent of Colonel Meller, so that his acts would vacate the election. I wish to point out the distinction which I make, that according as the law stands at present, if a member employs an agent, and that agent contrary to his wish, and contrary to his directions, commits a corrupt act, the sitting member is responsible for it; but where he employs an agent, and the agent treacherously or traitorously agrees with the other side, then if he does a corrupt act it would not vacate the seat, unless it is proved that the corrupt act was at the especial request of the member himself or some untainted and authorised agent of the member who directed the act to be done." His Lordship was very particular upon the point, for he added, "The distinction is pretty obvious, and I mention it to avoid any difficulty or doubt that there might be hereafter, from its being supposed that I have said anything more than I do say; I say if Machin was a treacherous agent he loses the power of upsetting the seat by reason of his unauthorised acts of corruption; it would require actual proof of authority in order to make it so. It is a very different affair if a man being an agent has been tricked by the other party into committing a corrupt act, he himself honestly still intending to act as an agent."

Express authority will, of course, re-create an agency which has lapsed or been annihilated. As above, it will do away with the effect of treachery; and in the case of corrupt acts done after the election, the agency, having ceased with the close of the election, may be revived by express authority, so as to constitute the person an agent, and thus to affect the return. "The agency at the election," said Mr. Justice Blackburn, in the *Norfolk* petition, which we report this week, "which was solely from the canvassing before the election, expires with the election, whether or no a person who had been requested to canvass would be an agent whose misconduct would avoid the election, would depend upon the evidence; but unless there is something to show continuing authority, that person could not, if he had given a feast ten days after the election, by that act upset the election."

Further, and lastly, it is perfectly clear that where there is a coalition between candidates, each becomes the agent of the other, and the agents of the one become the agents of the other. The limit of this agency is shown in the *Norfolk* petition before referred to. Here we conclude the consideration of the very difficult question of agency. Notwithstanding the diffidence expressed by all the Judges in dealing with it, and their doubts concerning the various attempts which have been made to define it, we do not conceive that there will be very much difficulty in dealing with the next batch of petitions by the light of the judgments which we have been examining.

We will now say a few concluding words on

COALITION BETWEEN CANDIDATES.

The prominent case of a coalition is that of *Coventry*, and there we find that Mr. Justice Willes elaborately states what is a legitimate coalition. By the 3rd clause of the 2nd section of the Act of 1854 it is made bribery for any one directly or indirectly by himself or any other person on his behalf to make any gift, loan, offer, promise, procurement, or agreement to or for any person in order to induce such person to procure or endeavour to procure the return of any person to serve in Parliament. Now in the *Coventry Case*, 20 L. T. Rep. N. S. 405, in the letter which constituted the agreement between the candidates, there was a clause providing that they should contest the city in the same interest, and that they should be faithful to one another. It was a case, said the Judge, in which each made the other his agent, and the agents of the other his agents, and in which they agreed to stand by one another, an agreement which they carried into effect by stating on their canvass that they respectively did not wish for a vote for one which was not given to the other. But there was no agreement as to money; no consideration passing from Mr. Eaton to Mr. Hill, the latter having acquired some influence by previously contesting the city. Had it been otherwise, the learned Judge says, it would most unquestionably have been bribery on both sides, in the case of the person who gave and the person who received the benefit. But, although no money passed from the one to the other, the legal expenses of both were paid by one. That payment, it was argued, was illegal and voided the election. This is a very important point, and the more so by reason of the decision given, which was, that it is perfectly legitimate for one candidate to pay the expenses of a colleague.

The whole question turned upon the mode in which the third clause of the 2nd section is to be read, and its proper application to the case of a coalition between candidates is stated by Mr. Justice Willes to be this:—The payment must be a payment for the purchase of influence, "it must be a payment to some person who has great influence in a place, to purchase that influence; it must be a payment, or gift, or loan of something valuable to him in consideration of his lending his influence or his assistance in the election." And his Lordship then distinctly said, "As it appears to me, it is not an offence within the third clause for a candidate to bring forward another person to stand as his colleague. . . . I must pronounce my opinion, as I entertain it that to bring forward another candidate under such circumstances, without a view to purchase his influence, with the intention of serving a man's party, and because he does not mind spending his money on the legitimate expenses of the election himself, and of the other candidate, with a view only to serve his party, and not with a view to purchase influence for himself, does not fall within that third clause to which reference has been made."

Then of course there is an important question of fact whether in the particular instance the agreement to pay the expenses of a colleague did not amount to or was intended to be, a purchase of influence. The matter is one of such very considerable importance that we here extract the learned judge's review of the facts upon which he concluded in favour of Mr. Eaton's purity of intention. "It has not been suggested that I can recollect or find in the evidence of either of the members that Mr. Hill was a person who had any local connection in the way of birth or inhabitancy or property in the city. I do not think it was suggested that he had any influence to purchase in respect of any of those local causes; he had nothing to sell in that respect, and therefore no one ought to charge upon Mr.

Eaton apart from his mercantile experience, the intention of buying of Mr. Hill that which Mr. Hill had not to sell. Mr. Hill had stood at a former election for the city, he had stood against Mr. Carter, and he had been defeated by a majority of 288. He had been defeated by a considerable majority of the old constituency. He had been defeated under circumstances which more or less disheartened him, and which determined him not to come forward again. He had paid the 800*l.* under the circumstances already explained, not with a view to coming forward again. If he had done that, if it could be fairly charged against him that he had paid illegitimate expenses with a view to coming forward again and being returned, a very different construction might have been placed upon, and a very different credit lent to, his statement, that he paid the 800*l.* worth of bills of illegitimate expenses as a matter of honour. But, referring again to the correspondence of October, and taking the statement of Mr. Hill, as everybody seems disposed to do, and as I am prepared to do, and do, the payment of 800*l.* was not as purchase of influence on his part, and therefore you have to consider whether Mr. Eaton in October did what he did, in purchasing Mr. Hill's influence or the assistance which his influence would enable him to lend. It is difficult to distinguish between influence and assistance at this part of the inquiry under the circumstances to which I have referred, apart from Mr. Hill's unsuccessful contest for the city, apart from his unsuccessful contest in March, and apart from his payment of the 800*l.* of bills, which has been already, I think, sufficiently eliminated from the proper elements of discussion as to the intention of this gentleman. The inquiry, was it a purchase of Mr. Hill's influence? was it a purchase for Mr. Eaton's individual advantage in the contest? was the agreement entered into by Mr. Eaton with the selfish view of aiding himself by the influence? or was what he did fairly to be explained by a desire to serve his party without regard to any influence of Mr. Hill? ought, as it appears to me, to be answered under these circumstances and upon these facts, in favour of the intention of Mr. Eaton."

In the *Tanworth petition* (20 L. T. Rep. N. S. 181), we have an instance in which an alleged coalition was disproved by the acts of the parties. Sir Robert Peel and Sir Henry Bulwer were jointly represented at the registration. But from that period they engaged separate agents. Sir Robert Peel, moreover, confessed that by reason of the operation of the Reform Act, he was anxious for his own return as against Sir Henry Bulwer, and a third candidate who was in the field, and had a pride in heading the poll. It was held that this was evidence to disprove that any partnership existed between Sir Robert Peel and Sir Henry Bulwer, and therefore that each was no more responsible for the acts of the agents of the other than if they were sailing in their respective vessels in company or under convoy, each would be answerable for the damage done by a collision occasioned by the negligence of the crew aboard the other.

The subject is now exhausted. The practice of presenting and conducting petitions we have here nothing to do with. We have concerned ourselves with the principles affecting the working of the Corrupt Practices Prevention Act, and we can honestly conclude our survey with the remark that with one or two exceptions the judgments have been singularly consistent and characterised by a judicial ability unrivalled in any age or in any country.

DIGEST OF SHIPPING LAW CASES.

FROM 1860 TO 1864.

Edited by F. O. CRUMP, Esq., Barrister-at-Law.
(Continued from page 439.)

COLLISION (continued.)

XII. PILOT OF BOARD (continued.)

33. *Compulsory pilotage—Pilot solely in fault—Pilot Act—Merchant Shipping Act 1854.*—A steam vessel belonging to the port of London, and whilst within the limits of the port, came into collision with a brig at anchor, solely through the fault of the pilot. The owners not being compelled to have a pilot on board, they were held liable for the misconduct. Opposite constructions of 59th section of Pilot Act (6 Geo. 4, c. 125), and 379th section of Merchant Shipping Act 1854. The law on the point considered to be in great confusion: (*The Stettin*, A. C., June 24, 1862; 1 Mar.

Law Cas. 229; 6 L. T. Rep. N. S. 613; 31 L. J. 208.)

34. *Compulsory pilotage—Hull Pilot Act—Merchant Shipping Act 1854.*—Compulsory pilotage, under the Hull Pilot Act (2 & 3 Will. 4, c. 105), and Merchant Shipping Act 1854, of vessels in river Humber. Provisions as to outward bound ships, whether applicable to inward bound ships. Distinction between Goole pilots and Humber pilots. Resolutions and bye-laws, of the Corporation of the port of Hull, so far as pertinent to the case, considered. (*The Dock Company v. Brown*, 2 B. & A. 43, and *Beilby v. Raper*, 3 B. & Ad. 284, cited by the court: (*The Killarney*, A. C., May 16, 1861 and Feb. 18, 1862; 1 Mar. Law Cas. 233.)

35. *Compulsory pilotage—Vessel in tow—Fault of pilot—Narrow channel.*—Collision between steamer and sailing vessel in tow of a steam tug, where there was neither starboard nor porting helm in good time. Pilot compulsorily employed solely in fault. Owners held not liable for damage done. In order to prove a violation of sect. 297 of 17 & 18 Vict. c. 104, the collision must have taken place in a narrow channel. A narrow channel in this sense means a channel bounded on either side by land *primâ facie* so that it is impossible, under the circumstances, to navigate at any great width between the two banks: (*The Florence Nightingale and the Meander*, J. C. P. C., Feb. 2, 1863, 1 Mar. Law Cas. 301; 9 Jur. N. S. 465, affirming judgment of A. C.)

36. *Collision between barge and steamer—Pilot on board—Jurisdiction.*—A steamer ran into a barge in the Thames and sank her. The steamer had a pilot on board, and the evidence proved that there was culpable negligence, both on the part of the pilot, and of the persons who navigated the steamer. The owners of the steamer were held liable for the damage; the ruling of the court below, that the Admiralty Court has the most extensive jurisdiction in collision cases by virtue of 24 Vict. c. 10, s. 7, affirmed: (*The Malvina*, J. C. P. C. April 13, 1863, 1 Mar. Law Cas. 341; 9 Jur. N. S. 52; 8 L. T. Rep. N. S. 403; see 6 L. T. Rep. N. S. 369; 31 L. J. 113, Adm.)

37. *Compulsory pilotage—Foreign or coasting trade—Merchant Shipping Act 1854.*—A vessel casually employed in the foreign trade, going from Liverpool with cargo on board for London, in order to proceed as advertised from London on a foreign voyage, held not to be "a ship employed in the coasting trade of the United Kingdom" within the meaning of the 379th section of the Merchant Shipping Act, therefore not exempt from compulsory pilotage, nor answerable for collision by pilot's sole default. The case of *The Agricola*, 2 W. Rob. 10, referred to: (*The Lloyd's*, otherwise *The Sea Queen*, A. C. June 30, July 10 and 11, 1863; 1 Mar. Law Cas. 391; 9 L. T. Rep. N. S. 236.)

XIII. RULES OF THE SEA.

(See also *Steamers*.)

38. *Foreign and British ships closehauled and in tow.*—A foreign vessel, which was not, at the period in question, bound by our regulations, but by the ordinary rules of the sea, and therefore, being closehauled on the starboard tack, was bound to keep her course, came into collision with a British ship towed by a tug. It was held that the tug being in fact a steamer, it was her duty to get out of the way of another vessel she was meeting; but it appeared that the foreign ship, instead of keeping her course, ported her helm, and came into collision with the ship towed, and she was consequently held liable for the damage. (See this case explained in 1 Mar. Law Cas. 88): (*The Cleodon*, J. C. P. C. Dec. 20, 1860; 1 Mar. Law Cas. 41, affirming the judgment of A. C.)

39. *Foreign steamer meeting two brigs—Parallel courses—Sole fault of pilot—Appeal.*—Foreign steamer meeting two brigs proceeding in parallel courses in river Thames. Steamer, bound by maritime law to get out of the way, and also bound to follow general custom prevailing in the river Thames, held in fault for starboarding her helm, it not being proved by her that the collision arose solely through the pilot's fault. The court of appeal cannot reverse a judgment of the Admiralty Court upon a doubt whether it is right, but must be quite satisfied that it is wrong, as decided in *The North American*, 12 Moo. P. C. C. 338: (*The Schwalbe*, J. C. P. C. Feb. 13, 1861; 1 Mar. Law Cas. 42, affirming judgment of A. C.)

40. *Ships closehauled on starboard and port tacks—Pleading.*—Vessel on the starboard tack, six points from the wind, and therefore closehauled, meeting another vessel on the port tack more than a point freer, it is the duty of the former to keep her course, and of the latter to give way. An erroneous allegation of the mode in which the injury occurred may, as an answer, fail to be proved; and the plaintiff is, nevertheless, equally bound to rely on his own case, and not on the failure of his adversary. Cases of *The Ann* and *The Magnet*, *The Secla Carmen*, and *The North American* considered: (*The East Lothian*, J. C. P. C. Feb. 13, 1861; 1 Mar. Law Cas. 76, reversing judgment of A. C.)

41. *Ships closehauled and in tow—Merchant Shipping Act 1854.*—Sect. 296 of Merchant Shipping Act is applicable only to vessels meeting in opposite directions, and not to vessels both going in the same direction. There is no material distinction between a steamer with a ship in tow and a steamer unencumbered. The law on this point accurately laid down in the *Kingston by Sea* (6 Notes of Cas. 651; 3 W. Rob. 155.). It was not intended to be laid down in the case of *The Cleodon* (No. 38 hereof) that a steam-tug towing a ship is to be considered as a free steamer. Judgment in that case explained. Both ships in fault, damages divided. No costs of appeal: (*The Independence* and the *Arthur Gordon*, J. C. P. C. March 15, 1861; 1 Mar. Law Cas. 83.)

42. *Ships sailing free and closehauled—Ships approaching each other in parallel lines—Foreign and British ships.*—When a foreign ship meets a British ship out of British waters, the rule of the sea governs their conduct, and that rule is that, when two vessels are approaching each other nearly on the same course and both have the wind free, each vessel is bound to port her helm and run to starboard of the other; but if one vessel is closehauled, the running ship, that is, the ship which has the wind free, is bound to make way for the close-hauled ship: (*The Chancellor*, J. C. P. C. March 13, 1861; 1 Mar. Law Cas. 100, reversing decree of A. C.)

43. *British ship closehauled meeting steamer—Merchant Shipping Act 1854 not applicable to foreign ship colliding on the high seas.*—Collision between British ship closehauled on port tack and foreign steamer in the Solent. Collision held to have taken place on the high seas, and sects. 296 and 297 of the Merchant Shipping Act not applicable, but the question to be decided by the ordinary rules of the sea: (*Case of The Fyenoord*, 1 Sw. 374, relied on.) A steamer, as being free, is bound to give way, and vessel closehauled to keep her course. But the latter vessel held in fault for showing no light. Steamer also held in fault for not taking proper measures to avoid collision, and not easing and stopping her engines: (*The Eclipse v. The Saxonia*, J. C. P. C. Feb. 13, 1862; 1 Mar. Law Cas. 192; 6 L. T. Rep. N. S. 6; 8 Jur. N. S. 315; 31 L. J. 201; 9 L. T. Rep. N. S. 1, Priv. Co., affirming decree of A. C.)

44. *Ships closehauled on port tack—Appeal—Question of seamanship.*—Vessel close-hauled on port tack held in fault for wearing instead of tacking when there was not sufficient sea room to wear, and for not afterwards going astern of another vessel close-hauled on the port tack. The latter vessel held to be right in keeping her course and starboarding helm at the last moment to diminish the force of the collision. The Judicial Committee of Privy Council, as observed in the cases of the *Julia*, 14 Moo. 235, and the *Minnehaha*, Lush. 335, always feel extreme reluctance to disturb a judgment of the Admiralty Court founded on a question of seamanship: (*The Falkland and the Navigator*, J. C. P. C. July 31, 1863; 1 Mar. Law Cas. 367; 9 Jur. N. S. 1114, reversing judgment of A. C.)

45. *Foreign and English steamers meeting each other off the Mouse Light in the Thames—Cases then governed by ordinary rule of the sea—Green and white lights seen.*—A collision having occurred between a foreign and an English steamer off the Mouse Light in the Thames: Held, that the statute did not apply, but the case must be governed by the ordinary rule of the sea. The foreign vessel having seen a green and a white light of the other steamer, about half a point on her starboard bow, distant about a mile: Held, in fault for at once porting helm: (*The Black Diamond*, A. C. Nov. 14, 1863; 1 Mar. Law Cas. 399; 9 L. T. Rep. N. S. 396.)

46. *Merchant Shipping Act, s. 296—Evidence.*—Two vessels approaching in opposite directions nearly end on. Duty in such case prescribed by 296th section of the Merchant Shipping Act. Omission to carry lights. Affirmative and negative evidence. Question as to burden of proof: (*The Moderation*, J. C. P. C. Dec. 12, 1863; 1 Mar. Law Cas. 413; 9 L. T. Rep. N. S. 586, affirming decree of A. C.)

XIV. STEAMERS.

47. *Steamers meeting—Danger by continuing their courses—Merchant Shipping Act 1854—Appeal—Mistake as to evidence—Costs.*—Two steamers meeting each other on opposite courses so as to involve risk of collision by continuing their respective courses, the duty in such case is defined by sect. 296 of the Merchant Shipping Act. It was held that a vessel obeying this statute has a right to trust that the vessel she meets, if a British vessel, will obey it too. Considered that the clause in the Act might be modified with advantage as to cases where each vessel sees the light of the other on the starboard bow. Mistake as to effect of evidence of extreme rarity in Admiralty Court. On appeal, costs not given where appellants might have thought their case was not properly understood in the court below: (*The Araxes* and the *Black Prince*, J. C. P. C., Aug. 2,

1861; 1 Mar. Law Cas. 130, affirming judgment of A. C.)

48. *Narrow channel*.—Sect. 297 of Merchant Shipping Act.—Meaning of expression "narrow channel," under sect. 297 of Merchant Shipping Act. What constitutes violation of that section? Case as to carrying lights. Compulsory pilotage: (*The Florence Nightingale* and the *Meander*, J. C. P. C., Feb. 2, 1863, affirming judgment of A. C.; 1 Mar. Law Cas. 301; 6 L. T. Rep. N. S. 400; 9 Jur. N. S. 475. See No. 35, "Pilot on Board.")

49. *Ships at anchor—Chain parting—Negligence*.—Steamer at single anchor held liable for damage by collision with a schooner at anchor, consequent on the steamer's chain parting, because the latter had veered out her chain till she was too close to the schooner, and delayed taking measures for properly mooring for the night so that the collision became inevitable after the chain parted: (*The Egyptian*, J. C. P. C. April 13, 1863; 1 Mar. Law Cas. 358; 8 L. T. Rep. N. S. 776.)

XV. SUITS.

50. *Burden of Proof—Ship at anchor*.—The burden of proof as to cause of collision with a ship at anchor rests upon the other vessel proceeded against to account for the collision: (*The George Arkle*, A. C. June 6, 1861; 1 Mar. Law Cas. 154.)

51. *Evidence—Consequential damage—Clothes, &c., of crew—Cash in master's hands*.—There not being two witnesses to prove a fact, supplementary evidence deemed sufficient to remove this technical objection. Loss of money and valuable articles stolen out of a chest belonging to one of the crew saved from the wreck of the ship after collision recovered against wrongdoer. But consequential damages held not recoverable. Loss of clothes belonging to crew allowed, deducting one third from the first cost, as fixing their estimated market value. Cases of *The Gazelle*, 2 W. Rob. 279, and *The Clyde*, 1 Swa. 24, referred to. Decree also for loss of balance of freight, in cash, in master's hands: (*The Cumberland*, A. C. Ireland, 1860; 1 Mar. Law Cas. 170; 5 L. T. Rep. N. S. 496; 5 Ir. Jur. 399.)

52. *Arrest of freight—Sum to be paid into court—Deduction from freight—Liability of shipowner for loss of full freight*.—The freight of a vessel proceeded against for damage by collision may be arrested in the hands of the owners of the cargo. The sum to be paid into court by them is the amount of freight due to the shipowner, and they were held entitled to deduct interest on half the freight, the consignee's commission, an allowance for non-fulfilment which had become due in terms of the charter-party, and the costs of paying the net balance of freight into court. The liability of the shipowner to the extent of the entire freight held a very different question: (*The Leo*, A. C. Feb. 26, 1862; 1 Mar. Law Cas. 200; 6 L. T. Rep. N. S. 52.)

53. *Admiralty Court Act—Jurisdiction—Statute of Richard II.*—The Admiralty Court has, by the 7th section of the Admiralty Court Act 1861, jurisdiction in a suit against a steamer for damage done to a barge in the river Thames within the body of a county, the difficulties in this respect created by the words of the statute of Richard II. having been thereby wholly removed. The utmost jurisdiction is now given to the court in cases of collision: (*The Malvina*, A. C. April 29, 1862, and J. C. P. C., April 13, 1863; 1 Mar. Law Cas. 218, and 341.)

53a. *Amount sued for insufficient to cover damage*.—Where bail had not been given, and the amount sued for upon a *bond fide* estimate was found not sufficient to cover the actual cost of repairs of damage done by collision, the plaintiff was allowed to increase the amount for which the action was entered: (*The Meander*, A. C. May 19, 1862; 1 Mar. Law Cas. 221.)

54. *Counsel's fee to advise—Costs of laying plea before counsel*.—Fee to counsel to advise whether a plea should be admitted without opposition or not, and costs of laying the plea before counsel, allowed. This was the ancient practice, but now that the pleadings are simplified, the court felt unable to lay down any general rule for the future whether such expenses should be allowed in certain cases: (*The Rover*, A. C. May 13 and June 3, 1862; 1 Mar. Law Cas. 221.)

55. *Limitation of time of appealing from judgment of Admiralty Court—Practice*.—An appeal in a cross action was allowed, though not entered within fifteen days from date of decree. The Judicial Committee may grant a relaxation of this limit of time to appeal where justice appears to call for it. The limitation of time is founded on practice, and is not, as is supposed by Lord Stowell in the case of *The Sally*, 2 Rob. 229, governed by the statutes of Hen. 8. Case of *The Illeannon Pirates*, 6 Moo. 471, cited: (*The Florence Nightingale*, J. C. P. C. July 16, 1862; 1 Mar. Law Cas. 237.)

56. *Jurisdiction of consular courts—Proceedings in rem*.—The Supreme Consular Court at Constantinople, under 6 & 7 Vict. c. 94, s. 1, and Orders in Council Aug. 27, 1860, has jurisdiction in cases of collision between British and foreign

ships within Turkish waters. Origin of such courts as explained by Lord Stowell in the case of *The Indian Chief*, 4 Rob. . . . Arrest of ships in cases of bottomry being usual before the consular court, held that proceedings *in rem* are also competent to it in collision cases: (*The Laconia*, Supreme Consular Court of Constantinople, May 1862; 1 Mar. Law Cas. 252; 7 L. T. Rep. N. S. 164; *The Colchide*, J. C. P. C. Aug. 5, 1863; 1 Mar. Law Cas. 378.)

57. *Jurisdiction—Liability of steam-tug for damage to ship in tow*.—On the authority of *The Julia*, 1 Lush. 224, and even without reference to the Admiralty Court Act 1861, s. 7, the court has jurisdiction in a suit instituted against a steam-tug by a vessel in tow for damage caused by collision through her misconduct between the vessel which she was towing and another vessel: (*The Night Watch*, A. C. Nov. 4, 1862; 1 Mar. Law Cas. 260; 7 L. T. Rep. N. S. 396; 8 Jur. N. S. 1161; 32 L. J. 47.)

58. *Jurisdiction over collision in Holland canal—Concurrent jurisdiction of other courts*.—The Admiralty Court has jurisdiction in a case of collision between an English and an Irish vessel in the Great North Holland Canal. It is not competent to object to the jurisdiction because a court of common law could give a remedy, or because the Dutch courts have concurrent jurisdiction with the Admiralty Court in such a case, and that these courts have a different mode of administering the law. Construction of 7th section of Admiralty Court Act, 24 Vict. c. 10: (*The Diana*, A. C. Nov. 4, 1862; 1 Mar. Law Cas. 261; 7 L. T. Rep. N. S. 397; 9 Jur. N. S. 26; 32 L. J. 57.)

59. *Burden of proof—Duty to stay by ship*.—Sect. 33 of the Merchant Shipping Act Amendment Act, imposes a burden on two ships when they have been in collision, that the one ship should render such assistance as may be practicable and necessary to the other vessel that has suffered damage by collision, provided such assistance can be given without danger to the vessel affording it. In order to apply this section, it must be clear that there was danger from the collision. When a collision takes place which might probably endanger life, it is the duty of the vessel to stay by till the extent of the danger can be ascertained. The burden of proof is on the party not rendering assistance to show that the collision was not occasioned by his wrongful act, neglect, or default: (*The Queen of the Orwell*, A. C. Feb. 19, 1863; 1 Mar. Law Cas. 300.)

60. *Pleadings—Frame of*.—Pleadings ought to be so framed that if evidence were taken by an examiner, the pleadings alone would enable him to elicit all the facts of the case: (*The Claus Thomeson*, A. C. March 24, 1863; 1 Mar. Law Cas. 327.)

61. *Action in personam at common law after action in rem in Admiralty Court*.—A judgment in rem in Admiralty Court and execution by sale of vessel is no bar to an action in personam at common law where damage done is more than the amount realised by such sale. Ancient authorities collected in Com. Dig. tit. "Action," k. 1, cases of *The Fortitude*, 2 Dod. 58, and *The John and Mary*, Swab. Ad. Rep. 47; 1 L. T. Rep. N. S. 494, referred to. The Admiralty Court could give a remedy only to the extent of the lien, that is, the value of the ship proceeded against: (*Nelson and others v. Couch and others*, C. B., June 24, 1863; 1 Mar. Law Cas. 348.)

JUDICIAL STATISTICS, 1868.

COURT OF CHANCERY (continued).

PRINCIPAL SECRETARY TO THE LORD CHANCELLOR.—The return furnished by the Lord Chancellor's principal secretary of the proceedings in his office for the year commencing with the 2nd Nov. 1867 and ending with 1st Nov. 1868 shows in the number of attendable petitions a decrease of 199, as compared with the number for the preceding year, following a decrease of 50 in 1866-7, as compared with 1865-6.

The following are the numbers of attendable petitions under the different descriptions of proceedings in 1867-8:

In causes	610
Under Acts relating to railways and other public works	423
Under the Trustee Acts of 1850 and 1852	211
Under the Trustee Relief Acts 1847 and 1849	260
Under the Leases and Sales of Settled Estates Act	65
Under the Acts relating to charities	2
Under the Winding-up and Joint-Stock Companies Act	116
Under the Infants' Settlement Act 1855	8
In other general matters	141
1866-7	1836

Of the foregoing petitions, as stated in the return, 1428 were on the higher scale of court fees, and 394 on the lower scale, and 14 at fixed fees, or exempt. Of the 2035 petitions in 1866-7, 1522 were on the higher scale, 494 on the lower scale, and 19 fixed or exempt.

There were, further, 19 petitions presented to the Lord Chancellor in 1867-8 for orders of course,

against 10 in the preceding year, and 12 in 1858-9. There were six letters missive in 1867-8 against 5 in the preceding year, and 7 in 1858-9. There were 3 warrants, against 7, in 1866-7 and 1 in 1858-9.

Of the petitions presented in 1867-8, 20 were for hearing before the Lord Chancellor, 130 before the Lords Justices, 634 before Vice-Chancellor Malins, 520 before Vice-Chancellor Stuart, and 532 before Vice-Chancellors Wood and Giffard.

The amount of fees collected in the office by means of stamps was 1531*l.*, against 1651*l.* in the preceding year, and 1528*l.* in 1858-9. Of the amount collected in 1867-8, 1428*l.* was on the higher scale, 98*l.* 10*s.* on the lower scale, and 4*l.* 10*s.* fixed.

PRINCIPAL SECRETARY AT THE ROLLS.—The return furnished by the Secretary of Decrees and Causes at the Rolls shows the proceedings in the office of the Secretary of the Rolls for the year commencing the 2nd Nov. 1867, and ending the 1st Nov. 1868. In the number of petitions set down for hearing there is a decrease of 142, as compared with the number for the year 1866-7, following a decrease of 239 in the latter year as compared with the number for 1865-6, the number for 1867-8 being also less by 136 than the number for 1858-9.

The following table shows the number of petitions set down for hearing at the Rolls, under the different matters to which they relate:

In causes	257
In the Acts relating to Public Charities	3
In the Trustee Acts	47
In the Trustee Relief Acts	82
In the Leases and Sales of Settled Estates Acts	25
In the Acts relating to Railways and other Public Works	109
In the Winding-up and Joint Stock Companies Act	62
In the Infants' Settlement Act (18 & 19 Vict. c. 43)	12
In other matters	14
1866-7	611

Of the 611 petitions set down for hearing in 1867-8, 540, or 88·4 per cent., were on the higher scale, and 71, or 11·6 per cent., on the lower scale. In the preceding year the proportion was 86·1 per cent. on the higher scale, and 13·9 per cent. on the lower.

There were further, in 1867-8, 4033 petitions presented for orders of course, and orders of course drawn up, of which 3853, or 95·5 per cent. were on the higher scale, and 180, or 4·5 per cent., on the lower. In the preceding year the number of petitions for orders of course, and orders of course drawn up, was 4139, of which 3944, or 92·3 per cent. were on the higher scale, and 195, or 4·7 per cent. on the lower scale.

The total amount of fees collected in the office of the Secretary of the Rolls in 1867-8, the amounts at the different rates being distinguished in the return, was 2140*l.*, against 2461*l.* in the preceding year, and 2199*l.* in 1858-9.

The business transacted for which no fees are now payable is shown in the returns, and was as follows:

Caveats	79
Docquets	49
Recognisances vacated	68
Fiats upon certificates of aliens	328
Fiats upon deeds for enrolment	48
Office copies	136
Deeds, &c., for enrolment	—

EXAMINERS' RETURN.—The return furnished by the Examiners of the High Court of Chancery shows the proceedings in their office for the year ending 2nd Nov. 1868. The number of witnesses examined by the examiners (the evidence in proceedings in Chancery not being taken orally in court), and the amount of fees received during the year, with the number and amounts for the preceding year and for the years 1858-9, were as follows:

	1867-8.	1866-7.	1858-9.
Number of witnesses examined	534	431	456
Amount of fees received (by stamps)	£314	£270	£233

TAXING MASTERS' RETURNS.—The returns furnished by the Taxing Master of the High Court of Chancery show the number of orders and references for taxation brought into the respective offices, the number of bills taxed, and the number of certificates and allocators made by each taxing master. They show also the amount of fees and the amount of costs, distinguishing the amounts on the lower and on the higher scales.

The following are the totals of the proceedings under the different headings in the offices of the seven taxing masters:

	Orders and References for Taxation.	Bills Taxed.	Certificates and Allocators made.
General business	3443	6892	2957
Taxations under 6 & 7 Vict. c. 75, and under the Lands Clauses Consolidation Act 1845	217	432	129
Taxations in Lunacy	222	372	205
Taxations under requests from officers of other courts	105	186	65
Total proceedings	3887	7882	3356

The total proceedings show an increase in 1867-8 of 205, or 5·5 per cent., in the number of orders and references for taxation; of 545, or 7·4 per cent., in the number of bills taxed; and of 194, or 6·1 per cent., in the number of certificates and allocators made above the numbers for 1866-7, the numbers for 1866-7 having exceeded the numbers for 1865-6 by 213, or 6·1 per cent., under the first head, by 445, or 6·5 per cent., under the second, and by 173, or 5·7 per cent., under the third.

As compared with the numbers for 1858-9, the numbers for 1867-8 show an increase of 525, or 15·6 per cent., under the first head, of 230, or 3·0 per cent., under the second, and of 401, or 13·5 per cent., under the third.

The amount of fees in the taxing master's office in the year ending 1st Nov. 1868 was 26,509l. 19s. 6d., of which 1827l. 11s. 6d. was on the lower scale, and 24,682l. 8s. on the higher scale. In the preceding year the total amount of fees was 24,841l. 19s. 6d., of which 1631l. 5s. 6d. was on the lower scale, and 23,210l. 14s. on the higher, showing an increase in 1867-8, in the total amount, 1668l., or 6·7 per cent., following an increase of 928l. 2s., or nearly 4 per cent., in the amount for 1866-7, as compared with the amount for 1865-6. For 1858-9 the fees amounted to 1747l. 1s. 6d. on the lower scale, and 21,929l. 12s. 6d. on the higher scale, making a total of 26,376l. 14s., or less than the total for 1867-8 by 2331l. 5s. 6d., or nearly 11·0 per cent.

The amount of costs taxed was 872,388l. 19s. 6d., of which 52,703l. 9s. was on the lower scale, and 819,685l. 10s. 6d. on the higher scale. In the preceding year the total amount was 815,450l. 5s. 4d., of which 46,216l. 0s. 3d. was on the lower scale, and 769,234l. 5s. 1d. on the higher scale; showing an increase in 1867-8 in the total amount of 56,938l. 14s. 2d., or nearly 7·0 per cent. The amount in 1858-9 was 794,456l. 7s. 8d., of which 49,845l. 8s. 8d. was on the lower scale, and 744,610l. 19s. on the higher scale; the total amount being less than the total for 1867-8 by 77,321l. 11s. 10d., or nearly 9·0 per cent.

MASTERS IN LUNACY.—The statistics of the duties performed in the office of the Masters in Lunacy during the year from 2nd Nov. 1867 to 1st Nov. 1868, inclusive, are shown in the return furnished by the chief clerk to the Masters in Lunacy, in the same form as for preceding years. The number of the proceedings under each head, with the amounts of cash, &c., as shown in the return for 1867-8, is as follows:—

Orders of inquiry in Commissions in Lunacy, executed by Masters in Lunacy	76
Reports made to the Lord Chancellor	182
Bonds and recognisances taken as security for lunatics' estates	102
Certificates as to such securities	110
Certificates for investment of cash already in court belonging to lunatics	3
Certificates for payment of money, transfer of stock into court, investment of cash in court, &c.	196
Amount of cash included in such last-mentioned certificates	£222,732
Amount of stock included in such certificates	£10,035
Amount of cash already in court directed to be invested	£3,587
Certificates other than as above	203
Accounts and affidavits of committees and receivers of lunatics' estates taken and passed by the masters	348
Leases and other deeds settled and approved	179
Summonses for proceedings before the masters	5,119
Amount of receipts in the accounts and affidavits of committees and receivers in lunacy passed during the year	£586,124
Amount of disbursements and allowances therein	£509,101

The reports made to the Lord Chancellor by the Masters in Lunacy are stated in the return to comprise, amongst other matters, reports as to the property, kindred, and maintenance of the lunatics and their families, and the appointment of committees of their persons and estates; reports approving new committees of person or estate; reports fixing anew, or in any way varying, the maintenance or residence of the lunatics; reports as to granting leases and providing for the repair of the lunatics' estates; reports on miscellaneous matters. The certificates, other than as to securities, and the investment and payment of cash, relate to the deposit and delivery out of deeds, wills, and other documents, the approval and allowance of leases, deeds, and various other matters incidental to the management of lunatics' estates. The accounts and affidavits of committees and receivers taken and passed by the masters are stated to be exclusive of cases in which the masters have been satisfied as to the due application of the incomes of lunatics by other evidence or explanation.

REGISTRAR IN LUNACY.—In the return furnished by the Registrar in Lunacy for the year ending 1st November 1868, the proceedings in his office are shown under the same heads as in the returns for the preceding years.

The following are the numbers of the proceedings under each head, and the amounts of cash and stock as shown in the return for 1867-8:

Petitions presented for hearing	138
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Orders made for inquiry (Commissions of Lunacy)	86
Other orders, including flats confirming Master's reports	294
Number of orders made in pursuance of the Lunacy Regulation Act 1862, for the application of properties of small amount for the maintenance of lunatics	40
Certificates of Costs filed	191
Certificates of the Master in Lunacy filed	464
Affidavits filed	1,280
Amount of cash directed to be paid into court	£52,535
ditto	£13,889
Amount of stock directed to be transferred into court	£196,814
ditto	£164,143
Amount of stock directed by orders in lunacy to be transferred otherwise than into court	£165,417

The Registrar appends to his return the observation that the amount of cash directed to be paid into court by the orders does not include the balances paid in by committees nor any of the sums of money paid in by debtors, purchasers, and others, when the amounts are not mentioned in the orders, but have to be afterwards ascertained and verified by affidavit; and that the amounts paid out do not include the payments out of the dividends to committees for maintenance, nor the amounts paid for costs, such amounts not being mentioned in the orders.

SAYINGS AND DOINGS OF THE COURTS.

[CONTRIBUTED BY THE REPORTERS OF THE SEVERAL COURTS.]

COURT OF ARCHES.

On Tuesday last the case of *Sheppard v. Rev. W. J. E. Bennett*, came before Sir Robert Phillimore on the admission of the articles containing the charges of alleged heresy. An application for admission of the articles was made some days back, when certain amendments were suggested by the court. The defendant, when called, did not appear, and the court remarked on the inconvenience caused by the defendant's persistence in not appearing in the cause. The letters of request were set out at length in the report of the case in the Court of Arches on the preliminary question of the acceptance of the letters of request (20 L. T. Rep. N. S. 623). The letters contained passages from the defendant's works, viz., the essay in "the Church and the World," entitled "Some Results of the Tractarian Movement of 1833," and the "Plea for Toleration in the Church of England," and a statement of the proceedings before the commission of inquiry. The articles expanded the nature of the charge by further reference to the defendant's books. The amendments suggested by Sir Robert Phillimore were chiefly that certain references, in the passages quoted from the defendant's books, to the opinions of Drs. Pusey and Newman, and other clergymen, and certain needless statements in the account of the proceedings of the commission of inquiry, should be omitted from the articles, and further, that the alleged heretical passages in the articles should be those only which were set out in the letters of request. Mr. A. J. Stephens, Q. C., Dr. Tristram, Mr. Archibald, and Mr. Shaw, now appeared on behalf of the promoters to urge the admission of the articles without the amendments proposed. After their arguments, Sir Robert Phillimore reserved judgment. His Lordship will probably give his decision in a few days, since, according to present arrangements, the cause stands for hearing on Nov. 10.

ELECTION LAW.

NOTES OF NEW DECISIONS.

ELECTION PETITION—SECOND PETITION.—A petition was presented against the return of C., claiming the seat for J., and on the hearing C. was unseated and J. declared to have been duly elected. A petition was then presented against the return of J., alleging that he was incapacitated to be returned by reason of bribery. Held, that such a petition would not lie, inasmuch as the objection to J. might have been raised at the trial of his petition against C.: (*Tannton Election Petition*, 21 L. T. Rep. N. S. 202. C. P.)

BRIBERY BY CHARITABLE GIFTS—INTIMIDATION BY A VIGILANCE COMMITTEE—ACTS NOT AFFECTING THE ELECTION.—A member was in the habit of sending down to his agent annually a sum of 250l. to be distributed in Christmas gifts. He gave no directions as to how it should be expended, and made no inquiries. Held, that the giving of Christmas gifts was not a matter to avoid the election, unless it was shown that the gifts dispensed by a responsible agent had

influenced votes. Where there is some evidence of intimidation, in considering whether the freedom of election has been so interfered with as to affect its validity, the extent of the majority obtained by the sitting members must be considered. A member is responsible for the act of an agent done contrary to instructions, but if the agent treacherously or traitorously agrees with the other side, then if he does a corrupt act it would not vacate the seat unless it is proved that the corrupt act was at the especial request of the member himself or that some untainted and authorised agent of the member directed the act to be done. But the seat would be affected if a man being an agent is tricked by the other party into committing a corrupt act, he himself honestly still intending to act as agent. It was shown that committees were formed, having at their heads paid agents for the purpose of getting the men together, so that they might be corrupted at any moment at which it might become necessary. It was not proved that "the tip" to vote was given, but it was proved that several of the voters so collected together did not vote for the other side. Further, the names of many voters were written by an agent upon a card, and it was held, that the proceedings of these organisations and of the agents amounted to bribery. An agent of the sitting member organised a vigilance committee for the purpose of detecting bribery on the other side, and in a public speech exhorted his audience not to allow their voters to vote. This advice was followed on the following day. Held, intimidation for which the member was responsible. *Semble*, it is illegal to employ a number of persons to actively search for corrupt practices on the part of opponents, and if they use violence in so doing it will amount to intimidation. There being cross petitions, and each side having failed in part and succeeded in part. Held, that they should bear their own costs: (*Stafford Borough Election Petition*, 21 L. T. Rep. N. S. 210. Blackburn, J.)

JUDGES' CHAMBERS.

Thursday, Oct. 28.

(Before HAYES, J.)

The Beverley Commission.

To-day was appointed by Mr. Justice Hayes to give his judgment on an application made by Mr. Morgan Howard yesterday for a writ of *habeas corpus*, to procure the release from York Castle of Flint and Fitzgerald, the two witnesses who refused to be sworn. The point was that on the 27th Sept. only two of the commissioners, the third being absent, adjourned the sittings. On the 19th Oct. inst. the sittings were resumed before the three commissioners; and, on the 21st inst., Flint and Fitzgerald were committed to York Castle for declining to be sworn. It was contended that the commission had ended by the adjournment, and could not legally be continued on the 19th inst., and therefore the three commissioners had no power to commit the parties on the 21st inst. The point was said to be of considerable public importance, and the writ could be made returnable to be argued at the commencement of term in the Court of Queen's Bench.

HAYES, J. said he was of opinion that the writs should be issued, and under the Act 56 Geo. 3 he should make them returnable in court. As the men were in prison, the question should come on early before the court.

F. Blake asked for the return of the two writs to be on the first day of the term. The question was very important.

HAYES, J. made the return for the second day, Wednesday, when the question would be argued before the court.

Correspondence.

PARLIAMENTARY ELECTIONS ACT 1869.—By sect. 45 of the Act 31 & 32 Vict. c. 125 it is enacted that any person other than a candidate found guilty in any proceedings, who, after notice of the charge has had an opportunity of being heard, shall during the seven years next after the time of his being found guilty be incapable of, amongst other things, holding any office under the Municipal Corporation Act. Does this apply to a person who has been examined before an election commission, and who has acknowledged himself guilty of bribery and other corrupt practices at the last election, 1868, and who obtained a certificate, or to a person formally tried before a judge of assize. TOWN COUNCILLOR.

DISFRANCHISEMENT OF CORRUPT VOTERS.—The revising barrister for Reigate has struck out the whole of the claimants who appeared in the report of the Parliamentary Commissioners appointed to inquire into corrupt practices in the

borough of Reigate (1866) to have been bribed. The mayor, who said he was personally interested in the decision, contended that the revising barrister was exceeding his authority. The latter intimated his willingness to grant a special case for the Queen's Bench.

ESTATE AND INVESTMENT JOURNAL.

STOCK AND SHARE MARKETS.

Thursday.

The better tone of French politics has somewhat calmed the Market, and there has been a slight advance in all kinds of securities.

The fluctuations of the week have been as follows:—

ENGLISH FUNDS.	Fri.	Sat.	Mon.	Tues.	Wed.	Thur.
Bank of England Stock	237	...	237	237½	239	239
3½ Cent. Red. Ann. ...	91½	91½	91½	92	91½	92
3½ Cent. Cons. Ann. ...	93½	93½	93½	93½	93½	93½
New 2½ Cent. Ann. ...	...	...	...	...	...	...
Do. 3½ do. Jan. 1894.	...	...	...	75½	...	...
New 3½ Cent. Ann. ...	91½	91½	91½	92	92	92
5½ Cent. Annuities ...	...	...	...	...	...	...
5½ Cents. Jan. 1873	...	...	...	...	...	...
Ann. 30 years exp.	...	...	...	...	...	...
April 5, 1885	...	...	11½	...	...	...
Do. exp. Jan. 5, 1880	...	...	...	...	...	...
Do. exp. July 1880	...	...	...	...	...	...
Red Sea Tele. Ann. 1908	...	...	19½	...	...	...
Consols, for Acc.	93½	93½	...	...	93½	93½
India 5½ Cent. for Acc.	114½	114½	114½	114½	115	115
Do. 5½ Cents. July 1880	...	...	...	...	...	...
India Stock, July 1880	...	...	212	212	...	...
India Stock, 1874	212	...	...	...	...	...
India 4½ Cent. 1888	100½	100½	100½	100½	100½	...
India Stock, 5½ Cent.	...	...	...	...	...	...
1870	...	...	...	...	...	...
India Bonds (1000l.) 4	...	...	...	...	...	...
per Cent.	25s. b	...	...	...	...	...
Do. (under 1000l.) 4 per	...	...	...	...	...	...
Cent.	...	...	25s. b	30s. b	...	...
Ex. Bills, 1000l.	c	e	g	a	...	...
Do. 500l.	a	d	f	h	g	f
Do. 100l. and 200l.	...	...	...	...	...	...
3 p.c.	a	d	f	h	g	f

a March 22 per cent., 1s. premium.	e March 22 per cent., 2s. premium.
b Premium.	f June 3 per cent., 6s. pm. premium.
c March 22 per cent., 1s. pm.	g June 3 per cent., 10s. premium.
d March 22 per cent., 2s. premium.	h March 22 per cent., 5s. premium.
e June 3 per cent., 6s. pm. premium.	i June 3 per cent., 10s. premium.

PUBLIC COMPANIES.

LIQUIDATIONS.

Bank of London and National Provincial Insurance Association.—A petition for the winding-up is to be heard before Vice-Chancellor James on the first day of petitions in Michaelmas term.

One Wine Company (Limited).—A petition for the winding-up is to be heard before Vice-Chancellor James on the 6th Nov. inst.

New Westminster Mining Company (Limited).—A petition for the winding-up is to be heard before Vice-Chancellor Stuart on the next petition day.

Albert Life Assurance Company.—Creditors are required to send the particulars of their claims to Messrs. S. L. Price and John Young, the official liquidators, at the offices of the company, by the 1st Jan., the 1st Feb. having been appointed by Vice-Chancellor James for adjudicating upon them.

Imperial Mercantile Credit Association (Limited).—Messrs. Young and Ball, the liquidators, announce a call of 2l. 10s. per share on all the contributories who have been included in the "Original supplementary and further supplementary" lists of contributories, as settled up to the 19th instant.

DIVIDENDS.

United Kingdom Electric Telegraph Company.—At the rate of 4 per cent. per annum on the ordinary shares.

Saint Paul and Pacific Railroad Company (Minnesota).—The interest due the 1st Nov. on the first division bond is advertised for payment by Messrs. Robert Benson and Co.

Burlington, Cedar Rapids, and Minnesota Railway.—Messrs. Bischoffsheim and Goldschmidt have announced that the Coupon No. 1 on the first mortgage bonds is now payable at their offices.

Chartered Bank of India, Australia and China.—An interim dividend at the rate of 6 per cent. per annum.

Central Argentine Railway Company.—Warrants for the payment of the past half-year's guaranteed interest on the shares have been issued.

Anglo-American Telegraph Company.—The transfer books will be closed from the 1st to the 8th Nov. preparatory to the payment of an interim dividend.

Egyptian Seven per Cent. Loan of 1868.—It is notified that the drawing of bonds for redemption in January next took place on the 21st instant,

and that the numbers of the bonds drawn can be had on application to the London agency of the Imperial Ottoman Bank.

Imperial Russian Three per Cent. Loan of 1859.—Messrs. Thompson, Bonar, and Co. have announced the payment of the Coupons due on the 1st Nov.

Jelex-Orel Railway Five per Cent. Bonds.—The dividend due the 1st Nov. is advertised for payment by Messrs. Baring, Brothers and Co.

Kansas Pacific Railway Company.—The coupons due the 1st Nov. of the Seven per Cent. First Mortgage Bonds will be paid on presentation at the offices of Messrs. J. S. Morgan and Co.

SOLICITORS' JOURNAL.

NOTES OF NEW DECISIONS.

NONSUIT.—The modern rule as to nonsuit is that in every case before the evidence is left to the jury there is a preliminary question for the judge, not whether there is literally no evidence, but whether there is any upon which a jury can properly find a verdict for the party producing it, upon whom the onus of proof is imposed. A nonsuit may be directed even after the defendant has entered on his case, and evidence given by the latter may be used for the purpose of a nonsuit: (*Giblen v. McMullen*, 21 L. T. Rep. N. S. 214. P. C.)

HUSBAND AND WIFE—AGREEMENT TO LIVE SEPARATE—DESERTION.—Where a wife has agreed, on condition of the payment of a sum of money, not to insist on cohabitation, though she had afterwards presented a petition for restitution of conjugal rights, which she did not prosecute: The court held, that as the wife had agreed to live separate from her husband, and cohabitation had never been actually resumed, the husband had not been guilty of desertion: (*Buckmaster v. Buckmaster*, 21 L. T. Rep. N. S. 231. Div.)

LONGFORD QUARTER SESSIONS.

Wednesday, Oct. 20.

IN INSOLVENCY.

(Before CHARLES KELLY, Esq., Q. C., Chairman.)
Re THOMAS FERRALL, an Insolvent.

Indebtedness for damages in an action for malicious prosecution—Evidence of malice—Absence of opposing creditor.

Where an action is brought in a Civil Bill Court for a malicious prosecution, and a decree for 20l. obtained, when the defendant comes up to be discharged as an insolvent, the court will take the decree as evidence of the malice, but will allow the insolvent to go into a case of mitigation. The absence of the opposing creditor is no bar to the case being proceeded with.

The insolvent was opposed by Reynolds, solicitor, on the ground of having been in custody for a debt contracted by an action for a malicious prosecution and for suppression of property.

Levy, for the insolvent, asked if the opposing creditor who was also the detaining creditor, were in attendance; and, being answered in the negative, he objected to the case being proceeded with in his absence. He admitted the decree was *prima facie* evidence of the malice, but he was entitled to go into a case of mitigation, which he could not do without having the opposing creditor there for cross-examination.

The CHAIRMAN said it would be more satisfactory if he were there, but he would permit the case to go on in his absence. He would, however, allow the insolvent to go into a case of mitigation if he could.

Levy said that made it absolutely necessary to have the opposing creditor there, and he asked the court to adjourn the case to next sessions, so as to have him present.

The CHAIRMAN said if he adjourned it, he would keep the insolvent in prison in the meantime.

The insolvent was then called up and examined, when it appeared that a sum of 80l., which he got as a marriage portion within the period which he purported to account for, was wholly omitted from the schedule. The petition was dismissed on the ground of suppression of property.

CREDITORS UNDER 22 & 23 VICT. c. 35.

Last day of Claim, and to whom Particulars to be sent.

BAXTON (James T.), 63, Theobald's-road, and 67, Leather-lane, Holborn. Dec. 1; John Rae, solicitor, 9, Mincing-lane.
BAYLEY (James), Eccles, Lancaster. Dec. 20; W. L. Welsh, solicitor, 52, Brown-street, Manchester.
BROOKS (Amelia), 1, Gladstone-villas, Chapel-street, Bexley Heath, Kent. Nov. 30; Sturmy and Diggle, solicitors, Hibernia-chambers, London-bridge, Southwark.

BOND (William M.), Bacton, Norfolk. Dec. 2; Walter J. Scott, solicitor, North Walsham, Norfolk.
BUXTON (William), Abbey Farm, West Ham, Essex. Nov. 19; Hillearys and Tunstall, solicitors, 5, Fenchurch-buildings, E.C.
CLARKE (Robert), Her Majesty's Colonial Medical Service. March 25, 1870. Joseph Turner, solicitors, 33, Gresham-street, E.C.
DAWSON (James), Gedling, Nottingham. Dec. 10; C. T. R. Dewe, solicitor, 4, Victoria-street, Derby.
DEARTE (Ricardo T.), 78, Huskisson-street, Liverpool. Jan. 1, 1870; Anderson and Collins, solicitors, 2, Branswick-street, Liverpool, and Joseph E. Turner, solicitor, 33, Gresham-street, E.C.
FALKNER (John S.), 25, Gay-street, Bath. Nov. 13; Falkner and Inman, solicitors, 6 and 7, Miles-buildings, Bath.
FRANKS (Abraham), 114, Deans-gate, Manchester. Dec. 1; Withington and Petty, solicitors, 24, Brown-street, Manchester.
FRASER (James S.), Verandah House, Twickenham-park. Dec. 15; Rixon and Son, solicitors, 122, Cannon-street, E.C.
GILLINGHAM (Henry J.), Winchester, Southampton. Nov. 30; Walter Bailey, solicitor, Winchester.
GRIFFIN (Thomas), Buxar, Shikabad, East Indies. Nov. 30; Cunliffe and Beaumont, solicitors, 43, Chancery-lane.
HARRIS (William), Esq., Eden-villa, Leamington Priors, Warwick. Dec. 21; Thomas S. Wright, solicitor, Russell-terrace, Leamington.
IRVINE (Nicol), Accra, Africa. Jan. 1, 1870; Oliversson, Peachey, and Denby, solicitors, 8, Frederick's-place, Old Jewry.
JONES (Benjamin), Talardd, Llanllwini, Carmarthen. Nov. 27; D. Lloyd, solicitor, Lampeter.
LEWIS (Thomas), Clenchers-mill, Eastnor, Hereford. Dec. 1; Mutton and Barber, solicitors, Ledbury.
LONDON (James G.), 72, Golden-lane, St. Luke, Middlesex. Dec. 31; Howard and Gillespie, solicitors, 3, Angel-court, Three-morton-street, E.C.
MORRIS (Amelia), M. M. J., 3, Beaufort-gardens, Pimlico. Dec. 1; Dowse and Darville, solicitors, Lime-street-chambers, 21, Lime-street, E.C.
NIGHTINGALE (William), Skibeden, Skipton, York. Dec. 1; George Robinson, solicitor, Bank-buildings, Skipton.
NOBLE (Jane), Lwynt-terrace, Oswestry, Salop. Dec. 3; T. and J. Minshall, solicitors, Oswestry.
PARR (Harriet L.), 4, Portland-terrace, Southsea. Dec. 1; Mackenzie, Trinder, and Co., solicitors, 1, Crown-court, Old Broad-street.
PARR (William), Ivy-house, Gannie-Corner, South Mimms, Middlesex. Dec. 20; Boulton and Sons, solicitors, 21, Northampton-square.
PITNEY (William), Esq., 4, Crown-place, Great Yarmouth, Norfolk. Nov. 20; Oliver Richards, solicitor, 16, Warwick-street, Regent-street.
READ (John), Bradford, Yorkshire. Dec. 1; Rawson, George, and Wade, solicitors, Kirkgate, Bradford.
RENDALL (James), Stoke Newington-common, Middlesex. Dec. 1; William Sturt, solicitor, 14, Ironmonger-lane, E.C.
RICHARDSON (Thomas), Esq., Sutton Hurst, Barcombe, Sussex. Dec. 22; Hunt, Currey, and Co., solicitors, Lewes.
RICHES (John), North Walsham, Norfolk. Dec. 2; Walter J. Scott, solicitor, North Walsham, Norfolk.
SALTER (James), Esq., 3, Albert-terrace, Saint Leonard, Devon. Dec. 1; Stamp and Son, solicitors, Honiton, Devon.
SINCLAIR (William), Esq., Sowerby, near Thirsk, York. Dec. 20; John Richardson, solicitor, Castlegate, Thirsk.
SMITH (John), The Woodlands, Chiswell, Essex. Dec. 10; Beaumont, Thompson, and Beaumont, solicitors, 23, Lincoln's-inn-fields, W.C.
SUTTON (Phoebe E.), Church-street, Stoke Newington. Dec. 1; Joseph Raw, solicitor, 7, Furnival's-inn, Middlesex.
TOOVEY (Thomas B.), Frederick-terrace, Commercial-road, Peckham, S.E. Dec. 1; Withall and Compton, solicitors, 19, Great George-street, Westminster.
WATERLOO (Adelaide), 4, Palace-road, Roupell-park, Brixton. Jan. 1, 1870; Laurie and Keen, solicitors, 3, Dean's-court, Doctors'-commons.
WESTALL (Samuel L. M.), 5, New-inn, and Walton-lodge, Surbiton. Dec. 22; Walker, Twyford, and Belward, solicitors, 5, Southampton-street, Bloomsbury.
WILLMER (Henry), Esq., Down-place, Harting, Sussex, and the Manor Fishery, near Windsor, Berks. Dec. 26; Henry Bingle, clerk, solicitor, Merrow, near Guildford, Surrey.
YOUNG (William), D.C.L., Newchurch, Isle of Wight. Chas. G. Vincent, solicitor, Ryde, Isle of Wight.

UNCLAIMED STOCK AND DIVIDENDS IN THE BANK OF ENGLAND.

[Transferred to the Commissioners for the Reduction of the National Debt, and which will be paid to the persons respectively whose names are prefixed to each, in three months, unless other claimants sooner appear.]

CRUSSELL (Elizabeth), Beauvoir-terrace, Kingsland-road. 785l. Three per Cent. Claimant, William Hazel.
VENN (Emma), Highbury-park, Middlesex. 38l. 4s. Three per Cent. Claimant, Emma Venn.

A judgment-debt in the Common Pleas for 1500l. due from the Earl of Westmorland and Sir Reginald Henry Graham, Bart., is announced for sale by Auction on Friday, the 5th Nov.

Mr. John Turner Rawlinson, a solicitor, for many year political agent of the Conservative party in Horsham, was attacked with a fit of apoplexy whilst dressing, and died almost immediately.

The gentleman who was killed while walking on the North-Eastern Railway near Scarborough, was, it appears, Mr. Henry Wright Porter, of St. Thomas's-street, Southwark, who has for some years had the management of the law business of the South Eastern Railway Company, in relation to their land sales and purchases, and construction of new railways. An inquest was held on the body, and a verdict of "Accidental Death," returned.

MICHAELMAS TERM.—On the termination of the Long Vacation, the lists of arrears in the Common Law Courts were exhibited for the ensuing Michaelmas Term, commencing on Tuesday next, the 2nd proximo. In the Queen's Bench there are 37 cases in the new trial paper for argument, and in the special paper 4 rules for judgment and 46 for argument, besides 4 enlarged rules. At the Court of Common Pleas there are in the remanet paper 7 new trial rules, 1 enlarged rule, and 2 cases for judgment. In the special paper there are 40 matters entered. In the Exchequer, of errors and appeals there are 4 for argument and 1 for judgment. There are 2 rules in the special paper for judgment, and 12 for argument, while of new trials, 2 for judgment and 6 for argument.

THE BENCH AND THE BAR.

Mr. Morgan O'Connell has resigned the office of Registrar of Deeds in Dublin, and Mr. Michael F. Dwyer, barrister-at-law, has been appointed in his room.

The *Standard* states that Mr. Morgan Howard, who contested Lambeth at the general election, will be the Conservative candidate for Southwark.

The Chancery long vacation terminated on Thursday, and on Friday the chambers of the chief clerks re-opened, and the three chief clerks at the four Chancery chambers took their own sumpsonses.

On Tuesday next the Judges, Queen's counsel, and other legal personages will assemble at the mansion of the Lord Chancellor in Great George-street, Westminster, and the procession will be a very short one to Westminster Hall. Before the reception the Common Law Judges will, according to custom, appoint the sittings of the Central Criminal Court for the ensuing year at the Old Bailey.

THE MASTER OF THE TEMPLE.—The Master of the Temple (Dr. Vaughan) will read the Greek Testament each day, except Saturday and Sunday, during the law term, beginning on Tuesday, the 2nd Nov., in the lecture-room under the library of the Middle Temple, at eight o'clock a.m. Any graduates, whether laymen or clergymen, will be admitted if their names are sent to Dr. Vaughan beforehand by letter. The subject for this term will be the Epistle to the Colossians.

LORD ELDON'S DESCENDANT.—On the 21st inst. the young Earl of Eldon, great-grandson of the celebrated Lord Chancellor Eldon, whose title he bears, and whose princely estates he now owns in Durham, Gloucester, and Northumberland, including also his valuable property in the Isle of Purbeck and Wareham, Dorsetshire, which latter is his favourite property, presided at a public dinner held at the Red Lion Hotel, Wareham, of an entirely anti-political and benevolent character. His Lordship, who is much beloved in this part of the country, was supported by some of the chief of the *élite* of Dorset, including the Welds of Lutworth Castle, Mr. Farrer, of Benegar Hall near Wareham, Recorder of that town; Mr. Bond, of Grange, a nephew of the Right Hon. N. Bond, deceased, who at one time was Judge-Advocate General; Mr. Calcraft, of Rempstone-hall, Wareham; Mr. Freeland Filliter, town clerk and ex-mayor of Wareham, and several other legal and clerical gentlemen. His Lordship presided with much tact, courtesy, and ability, and was very enthusiastically received by the numerous and highly respectable party gathered together to meet him. The occasion was one on which the young earl, just married, made his *début* as a chairman at a public meeting, and was one of very great interest to all about here.

THE DEPUTY-RECORDER OF GREAT YARMOUTH ON HABITUAL CRIMINALS.—The Deputy Recorder of Great Yarmouth, J. H. Mills, Esq., spoke as follows in his recent charge to the jury. After referring to the light state of the calendar, the learned gentleman said: "Since the last session two important Acts had been passed which could not but have had a very great effect in strengthening the criminal proceedings in this country. The first and most important was the Beerhouses Act, under which no licence could be obtained without a certificate from the magistrates." The learned Deputy-Recorder having epitomised the chief features of the Act, continued: "Such a law must assist materially in regulating the conduct of public-houses and diminishing crime, though he could have wished to have had a clause inserted for the severer punishment of drunkenness. After two summary convictions for drunkenness, he would have the offender the third time indicted for a misdemeanour, and subjected to a term of imprisonment not exceeding three months. This, he believed, would prove an effectual cure for drunkenness, which, independent of the misery it produced to the individual and those connected with him, sometimes led to the greatest crimes known to the law. With regard to the Habitual Criminals Act, he expressed his strong approval of the clauses providing for the registration of criminals and the supervision of the police. The section having reference to marine store dealers ought to be especially read in Yarmouth, as he had had several cases before him of stolen property finding its way to these receiving houses. He hoped these two important statutes would have a beneficial effect upon the country. Another question which was now being taken up was education. He would prefer leaving it to wiser heads than his to determine whether it should be compulsory or not, but he quite agreed with Canon Kingsley, that if the father or mother of a child did not take proper care to educate it, it was the duty of the State to step in, and render its education compulsory. It was altogether useless to pass Acts of Parliament

unless you raised the social position of the people. Now that could be effected only by education. It was to be regretted that there could not be an education of all classes irrespective of creeds, as it could be thoroughly carried out by State aid; but unfortunately the heads of religious parties were all anxious to have their respective creeds maintained, and perhaps they were right, but surely they might agree on some common form of prayers to be offered up to the Deity on the opening of school during the week days, and set apart Sunday for the teaching of their respective creeds."

MAGISTRATE AND PARISH LAWYER.

READINGS OF RECENT DECISIONS.

BAKERS—SELLING BY WEIGHT—WEIGHING BREAD BEFORE SALE—FANCY BREAD—6 & 7 WILL. 4, c. 37, s. 4.—The uncertainty which has long existed in the public mind as to the rights of the subject and the duties of the baker with reference to the sale of bread, combined with the vast popularity of the questions involved, induce us to call attention to the law so far as it has been expounded by recent decisions of the courts. By the 4th section of the 6 & 7 Will. 4, c. 37 (the Bread Act) it is enacted that, "From and after the commencement of this Act all bread sold beyond the limits aforesaid" (the metropolis) "shall be sold by the several bakers or sellers of bread respectively beyond the said limits by weight; and in case any baker or seller of bread beyond the limits aforesaid shall sell or cause to be sold bread in any other manner than by weight, then and in such case every such baker or seller of bread shall for every such offence forfeit and pay any sum not exceeding 40s., which the magistrate or magistrates, justice or justices, before whom such offender or offenders shall be convicted shall order and direct. Provided always that nothing in this Act contained shall extend or be construed to extend to prevent or hinder any such baker or seller of bread from selling bread usually sold under the denomination of French or fancy bread or rolls without previously weighing the same."

The first case that came before the court is that of *Jones* (app.) v. *Huxtable* (resp.), 16 L. T. Rep. N. S. 381, which was an appeal against a conviction by justices for selling bread otherwise than by weight. It appeared that one Thomas Williams went to the shop of the appellant (a baker) and asked for a quartern set loaf of bread, and, paying 7½d. for it, received a loaf of bread from the shopman; that such loaf was not weighed by the shopman, and that upon its being weighed by the respondent after it was so bought, it was found to be 2oz. 9drs. short of 4lb., the recognised weight of a quartern loaf. Before the justices it was contended that although the loaf was not weighed at the time of sale, yet the dough for the loaves had been weighed before being put into the oven and due allowance had been made for the loss in weight in the process of baking; and it was given in evidence that from the time of baking bread gradually decreases in weight. The court affirmed the conviction. Blackburn, J., in giving judgment, said, "In this case it is clear that the bread was not weighed at the time of the sale, nor was any statement made as to the quantity of bread contained in the loaf, but a sum was charged for a certain description of loaf which is generally understood and taken to weigh 4lb. It further appears that it was the custom of the appellant to weigh the dough for each of these quartern loaves previous to baking, and in doing so, to make allowance for the loss of weight caused by the process of baking, but that subsequent to the baking no trouble whatever was taken to ascertain the weight of the loaves which appears to have been taken for granted. It seems to me, therefore, that under the circumstances the sale of this particular loaf was not by weight but by denomination, and therefore contrary to the statute." So, too, Lush, J. said, "The practice of the appellant as proved, was to weigh the dough previous to baking, but to do nothing to ascertain the weight of the loaf when baked, which should have been 4lb., and inasmuch as a quartern loaf under certain circumstances will sometimes, as he himself shows, lose as much as two ounces or even more in twenty-four hours, it becomes the more necessary, in justice to the purchaser, that the weight should be duly ascertained at the time of the

purchase. When, therefore, as in the present instance, a baker sells that which he represents to be a quartern loaf of 4lb., the weight of which nevertheless he does not know and has taken no pains to ascertain, it is clear he sells by denomination and not by weight as required by the statute."

The next case is that of *Williams* (app.) v. *Deggan* (resp.), 16 L. T. Rep. N. S. 492. In this case the facts were the following: One, S. J., had gone into the shop of the appellant who was a baker, and asked him for a quartern loaf; the appellant, thereupon, handed her a loaf of bread and charged her 7d. for it, which she paid; but he did not weigh the loaf, nor did she request that he would weigh it. The loaf weighed 3lb. 11oz. For the appellant, it was contended that it was not necessary under the statute that the bread should be weighed in the presence of the customer. To this Cockburn, C.J. observed, "It is not necessary to decide that now, for it is clear that there was no evidence that the bread had been weighed at any time," and in giving judgment he said, "To sell bread by weight, it must be weighed, and here there was no evidence that it ever was weighed."

The two foregoing cases clearly establish that bread (unless it be sold as French or fancy bread, of which presently) must be weighed before it is sold, and that weighing the dough before it is baked is not sufficient, and that it is upon the baker to prove that it has in fact been weighed. As to whether or not it is necessary that the bread should be weighed, whether so required to be weighed or not, in the presence of the customer, we shall consider hereafter.

The next case upon the subject is that of *Reg. v. Wood*, 20 L. T. Rep. N. S. 654, which turned upon the effect of the proviso in the section "that nothing in this Act contained shall extend, or be construed to extend, to prevent or hinder any such baker or seller of bread from selling bread usually sold under the denomination of French or fancy bread, or rolls, without previously weighing the same." In this case the justices found as a fact that the loaf of bread was sold otherwise than by weight, such loaf of bread not being such as, at the time of sale, is usually sold under the denomination of French or fancy bread. The justices also found as a fact that at the time of the passing of the Act (6 & 7 Will. 4, c. 37), such bread was usually sold under the denomination of fancy bread. They convicted the appellant of the offence of selling bread otherwise than by weight, and the question was whether the loaf, being fancy bread at the time of the passing of the Act, though not such at the time of the conviction, such conviction was correct? A majority of the court (Queen's Bench) held that the justices were correct in their construction of the statute.

The next and last case upon the subject is that of *Reg. v. Kennett and Saunders*, 20 L. T. Rep. N. S. 655. Both the defendants (appellants) were bakers, and it was proved in the case of Kennett that one Henry Hawkins, a policeman, went to her shop and asked for a 4lb. loaf, which was handed to him across the counter. It was not weighed, and no request was made that it should be weighed. The loaf was carried away and weighed, and found to be 6oz. 4drs. deficient in weight. In the case of Saunders it was proved that the said officer went to her shop and asked for a 2lb. loaf, which was also supplied to him across the counter, which also was not weighed, no request having been made for the purpose, and this loaf was found to be 1oz. 13drs. deficient in weight. It was contended before the justices that the bread in question was within the proviso of the section as being "fancy bread," and it was proved that such loaves were made of the same materials as household or batch bread, but were made up and baked separately from other loaves, and not in batches; that loaves baked separately undergo a greater diminution in weight than loaves baked in batches by reason of the increase of the evaporation; that they become entirely crusty, and assume a different form and solidity from ordinary batch bread. It was also proved that a loaf baked separately was sometimes called a crusty loaf and sometimes a fancy loaf, and it was stated by fifteen witnesses, some of whom were bakers and others not, that they had been in the habit of respectively selling and purchasing such loaves by the name of "fancy loaves." In the course of the argument in the court above Cockburn, C.J., said: "The way it strikes me is this. In making what is called a fancy loaf,

or, if you like to call it so, a cottage loaf, there is more expense incurred, and so the baker may fairly charge more for it than for the ordinary household bread. The question then arises, when a person goes and asks for a 4lb. loaf, does not that indicate that he requires a loaf weighing that weight? Here the baker gives a loaf weighing less than 4lb., without saying that it weighs less. If he has not got any more household bread should he not say, 'I can't let you have it, but if you want bread you must take a cottage loaf?' Mellor, J. also said, "I think the baker may well sell those loaves" (cottage loaves) "as *fancy bread*, for it is just that he should not be a loser by the mode of baking; but he should declare at the time that they are fancy bread." Cockburn, C. J., in addition, during the argument, said, "What the statute intended was, to make a distinction between the two descriptions of bread, and although the bread which is sold to-day as fancy bread, may not be what it was at the time the statute passed, yet if it is now of a fancy character, and differently baked, it is still fancy bread." The court having taken time to consider their judgment, it was ultimately pronounced by Cockburn, C. J., who said, "It does not appear to us necessary to go into the distinction between common bread—the ordinary bread—and fancy bread in this case. The facts were that in both cases the party applying to purchase bread asked for bread by weight; in one case for a 4lb. loaf, and in the other case for a 2lb. loaf. The loaves were delivered as such, and, being taken away and afterwards weighed, in each instance it turned out that they were substantially deficient in weight. We think when a customer asks for bread by weight, that clearly is a case in which, whether the baker choose to give him ordinary bread or fancy bread, he is bound to weigh it. Under the circumstances, we by no means say that he was bound to weigh in the presence of the customer; but he was bound to weigh the bread at some time or other before he sold it, and to sell it by weight instead of by denomination. We think, therefore, having been bound to sell by weight, and the loaves having turned out to be deficient in weight, we must take it that they had never been weighed. We think the magistrates were warranted in coming to the conclusion that the bread had never been weighed. That being so, we are of opinion that the baker ought to have sold by weight, and not having sold by weight, the case is within the statute, and the conviction is right."

The law as laid down in the foregoing cases may thus be stated: First, it is the duty of the baker to weigh, before sale, all bread which is required to be sold by weight—that is, all bread which is not within the proviso of the section as being French, or fancy bread, or rolls, and this he must do *after* the bread is baked, it not being sufficient that he should weigh the dough before it is baked; secondly, it is not necessary that the bread should be weighed in the presence of the customer unless it is so required to be weighed; thirdly, if a customer asks for ordinary bread such as a 4lb. or 2lb. loaf, or a quartern or half quartern loaf, the baker cannot by supplying him with a fancy loaf, protect himself from the obligation of weighing it, but if he has only fancy bread he should so inform the customer so as to give him the option of taking it as fancy bread; fourthly, that "fancy bread" is such bread as is considered to be such by the trade and the public at the present day, and not such as it was so considered at the time of the passing of the statute, and that such fancy bread if sold as such, need not be previously weighed.

The course to be adopted by a baker upon the sale of his bread is obvious. After the bread is baked he should cause each individual loaf to be weighed, and he should purport to sell it by weight, designating the bread as a 4lb. or 2lb. loaf, or of other weight as the case may be. It may be observed that no penalty attaches under the Act, even if the bread be not of full weight. If the baker knowingly and fraudulently sells bread as of a certain weight when it is not of that weight, he may be liable to an indictment for obtaining money by false pretences, but he is not liable to a summary conviction under the before-mentioned statute. If he has only *fancy* bread, and yet is asked for the ordinary bread, or for bread without any designation, he should inform the customer that he has only *fancy* bread, and that that is the only bread with which he can serve him. If the customer then chooses

to take such bread, no penalty will attach on account of its not having been weighed. By observing these precautions the baker will effectually steer clear of the difficulties by which he is beset.

THE BEERHOUSE ACT.

GREAT difficulties in the operation of this Act have arisen from the different practice in the metropolis and in the country as to the time of holding the licensing meetings; in the former, March being the licensing month, and in the latter a later date. The Bill as drawn had regard to the provincial licences only, but on notification of the difference in the metropolis, a clause was introduced, providing for it. Unfortunately, in this as in other cases, the other provisions of the Bill were not modified so as to meet the special requisitions of the Metropolitan clause, and, as a consequence of this, many parts of the Act are contradictory and impossible of application to the circumstances of the metropolis. For the purpose of considering these difficulties and determining upon the adoption of some uniform practice throughout London, a meeting of the chairmen of the various divisions was held on Monday, when a communication from the Home Office was read, stating that the Inland Revenue Board were desirous to assist the magistrates by any means in their power in carrying out what were the manifest intentions of the Legislature. The following is a report of the proceedings:—

John Fish Pownall, Esq., was unanimously elected chairman.

Mr. Francis attended the meeting at the request of the chairman, and read the correspondence between the chairman of the court and the Home Office on the subject of the transfer of the existing excise licences to new tenants before the first meeting of magistrates to grant certificates.

The chairman called attention to the provisions of the Wine and Beerhouse Act 1869, authorising the granting of certificates for licences by justices in their several special sessions divisions, in the following cases, viz.:—

1. To sell beer and cider to be drunk or consumed on the premises.
2. To sell beer and cider *not* to be drunk or consumed in the house or on the premises specified in the licence.
3. To sell table beer at a price not exceeding 1½d. the quart, and not to be drunk or consumed on the premises where sold.
4. To persons who shall have taken out a licence to sell strong beer in casks, containing not less than four and a half gallons, or in not less than two dozen quart bottles at one time, to be drunk or consumed elsewhere than on the premises; an additional licence to sell beer in any less quantity and in any other manner than as aforesaid, but not to be drunk or consumed on the premises where sold. Such additional licence to be granted without the production of any certificate, or the possession of any other qualification than the licence first mentioned.
5. To any person who shall keep a shop for the sale of any goods or commodities other than foreign wine, or who shall have taken out a licence as a dealer in wine, a licence to sell by retail and in reputed quart or pint bottles: only in such shop foreign wine not to be consumed on the premises where sold.
6. To any person licensed to keep a refreshment house, a licence to sell foreign wine by retail in such refreshment house, to be consumed on the premises, where the same shall have been sold without producing or having any other licence or authority as aforesaid.

On the motion of F. H. N. Glossop, Esq., which was duly seconded, it was resolved:—"That as to new tenants of premises for which a licence under the three Acts first mentioned in the Wine and Beerhouse Act 1869, was in force at the time of the passing of that Act, it is expedient to grant certificates by way of transfer in the same manner in all respects as if a certificate had been granted at the last general annual licensing meeting."

Resolved:—"That it is expedient that applications for certificates for new licences, and for transfers to new tenants, be made in writing, stating the description of licence required, and left at the office of the clerk to the justices fourteen days before the general annual licensing meeting, or the transfer meeting, as the case may be."

COURT OF COMMON COUNCIL.

FELONS' GOODS.

Mr. Bontems brought up a report of a committee giving effect to a resolution of the court passed in May last, that from and after the expiration of

the then shrievalty, the practice of allowing the sheriffs to receive and retain felons' goods, fines, and forfeitures be discontinued, and that the city bailiffs collect all such goods, fines, and forfeitures, and pay the same into the chamber of the corporation, to abide the order of the court.

The report led to a short discussion, in the course of which Mr. Deputy De Jersey, who had himself acted as under-sheriff, pointed out that the office involved considerable anxiety and responsibility in disposing of the proceeds of felons' goods among their poor relatives, and that it was only the surplus remaining after such disposal that went into the pockets of the under-sheriffs. The under-sheriffs, he said, had no salaries, but had, notwithstanding, serious liabilities attached to their position, which did not always cease with the expiration of their year of office; and he argued that if the corporation took from them the fines and forfeitures it ought to relieve them of those liabilities.

He was followed by Sir Sydney Waterlow, who supported the proposed change, speaking from his experience of the office of sheriff a few years ago, both in the interest of prisoners and their families, and in that of the under-sheriffs. He added that if the report were carried out there might be some arrangement by future sheriffs to remunerate the under-sheriffs in a satisfactory manner.

Mr. Bontems, who had brought up the report, remarked that, on consideration of the circumstances, the court would probably in future allow a sum equivalent to the loss by the proposed application of the funds in question to be paid to the under-sheriffs from time to time from the corporation cash.

The report was eventually adopted, and a bill founded upon it was read a first and second time by the court, acting for the time in its legislative capacity.

After transacting some business of little public interest, the court adjourned.

CENTRAL CRIMINAL COURT.—NEW COURT.

Tuesday, Oct. 26.

(Before Mr. Commissioner KERR.)

A curious point was raised in this court in connection with a prosecution on the part of the Mint.

Charles Thomas Chandler was indicted for feloniously uttering a counterfeit coin, and pleaded *autrefois acquit*. It appeared that the day before he was charged with a misdemeanor in having uttered this counterfeit shilling, and the offence was charged as a misdemeanor only, because his alleged accomplice, who was tried with him, had never been before convicted. Both prisoners were acquitted; the woman was discharged, but Chandler was detained, and to-day indicted for felony.

In answer to plea of *autrefois acquit* Mr. Crauford, M.P., who appeared for the prosecution, stated it was quite true the offence was precisely the same, but that the present indictment charged the previous conviction.

Mr. Commissioner KERR said it might become a case for a court of error, but

Mr. Avery, the Clerk of Arraigns, pointed out that if the prisoner was tried and committed on this indictment, the record would show that he was both convicted and acquitted of the same offence.

The learned COMMISSIONER saw the force of this objection, and ordered the prisoner to be discharged.

SOHAM COUNTY COURT.

Tuesday, Oct. 12.

(Before JOHN COLLYER, Esq., Judge.)

NEATHERCOAT v. ALDERTON.

Friendly society—Reference to arbitration—Jurisdiction of County Court.

Upon an action by a member of a friendly society for arrears of sick pay alleged to be due to him: Held, that as the 69th rule of the society directed the reference of all disputes to arbitration in a manner therein provided, the jurisdiction of the County Court was ousted, notwithstanding that the direction as to the appointment of arbitrators had not been literally complied with. Reg. v. Evans quoted.

This was an action brought by John Neathercoat against Henry Alderton, the secretary of the Sons of Benevolence Lodge of Ancient Shepherds, Isleham, for certain arrears of sick pay alleged to be due to him.

E. Cross for the plaintiffs.

J. W. Cooper for the defendants.

Upon the case being called on in July, His HONOUR said he supposed the contention on the part of the defendant would be that the jurisdiction of the County Court was ousted.

J. W. Cooper.—That is my defence. By the 69th rule of the society, which is certified by Mr. Tidd Pratt as required by law, all disputes are to be referred to arbitration. The rule is as follows:

"That if any dispute shall arise between any member or person claiming under or on account of any member or under the rules of the society, and the trustees, treasurer, or other officers of the society, or the committee thereof, it shall be referred to arbitration. At the second meeting of the society after these rules are certified by the Registrar, five arbitrators shall be named and elected, none of them being directly or indirectly beneficially interested in the funds of the society; and in each case of dispute the names of the arbitrators shall be written on pieces of paper and placed in a box or glass, and the three whose names are first drawn out by the complaining party, or by someone appointed by him or her, shall be the arbitrators to decide the matter in difference. In case of a vacancy or vacancies another or others shall be elected at a general meeting." The plaintiff had sent in a demand in writing to have his case referred to arbitration. The arbitrators had heard the case and decided that he should be expelled under the 58th rule, as they were of opinion that he had received the benefit of the lodge at the time he was able to work.

E. Cross, for the plaintiff, contended that the court had power to hear the case; the award of the arbitrators was a nullity, for the rule of the society had not been complied with. The rule said that at the second meeting of the society, after the rules were certified by the registrar, five arbitrators should be appointed, &c. Now this had not been done, therefore the dispute was not properly referred.

J. W. Cooper on the other side.—The court cannot inquire into the award; if the award is fraudulent there is another remedy. The sole question is, whether the rule of the society is not sufficient to oust the jurisdiction of the County Court. All had been done properly, although, in fact at the second meeting after the rules were certified no arbitrators had been appointed, yet at that time there were five gentlemen who acted as arbitrators to the old society before it was established under the rules now certified by the registrar. In the next place, the rule gave power to fill up vacancies, and as soon as the submission to arbitration came they were filled up in accordance with the rule. True, one portion of the rule had not been complied with, viz., that the complaining party, or some one on his behalf, attended on the drawing of the names, but this was the fault of the plaintiff, who had notice to attend. Whatever objection might be valid was taken away when the plaintiff demanded a settlement by arbitration in accordance with the 69th rule. The learned counsel quoted *Reg v. Evans*, 3 E. & B. 363.

His HONOUR took time to consider, and on the 12th Oct. nonsuited the plaintiff.

Judgment accordingly.

ELY QUARTER SESSIONS.

Wednesday, Oct. 20.

(Before JOHN RICHARDSON FRYER, Esq., Chairman.)

HOBBS v. PELL AND OTHERS, JUSTICES, &c.

The Wine and Beerhouse Act 1869—Appeal—Rateable value—House and land rated together.

Upon an application for a certificate under the "Wine and Beerhouse Act 1869," the magistrates refused the certificate upon the ground of insufficient proof of rateable value. Upon an appeal to the quarter sessions, it appeared that the appellant was rated for a public house, and six acres, sixteen perches of land all adjoining at 10l. 18s.

Held, that the house itself, without the land, not being of sufficient rateable value that the certificate was properly refused, and that the land, although held with the house, could not be said to be "premises held therewith" within the meaning of the first section of 3 & 4 Vict. c. 61.

Held also that the quarter sessions had no power to grant a case, and that the rate book was conclusive evidence of rateable value, and lastly, that the appeal must be dismissed with costs.

This was an appeal by William Hobbs, the younger, against the decision of Oliver Claude Pell, Esq., and other magistrates of the Isle of Ely, who had refused the appellant a certificate under "The Wine and Beerhouse Act, 1869," upon the ground that the house for which he applied for a licence was not duly qualified according to law.

Naylor (instructed by *Cross*), for the appellant. *Mills* and *Perkins* (instructed by *Evans*), for the respondents.

The appellant William Hobbs, the younger, it appeared occupied a public house together with six acres sixteen perches of land all inclosed in one fence, and had formerly been licensed for the house and premises by the excise. The appellant was rated as follows, from the extract of the rate book.

No. 129.

Name of occupier—Hobbs, Wm. Jr.

Name of owner—Stevens Jordan.

Description of property rated—Public house and land.

Situation—2nd drive.

Estimated extent—6a. 16p.

Gross estimated rental—126l. 16s.

Rateable value—10l. 18s.

Naylor, for the appellant, contended that the house and the land together, being rated at a sum exceeding 8l., it was sufficient, to all intents and purposes. The land and the house were part of the same premises, for a sale of beer upon any part of the land, would be a sale of beer on the premises.

The CHAIRMAN.—The question is, whether the house, separated from the land, is sufficient.

Mills.—We admit the rating. The question is, whether the house and land being rated together is sufficient. We say that the rateable value of the land being deducted, it leaves only 4l. as the rateable value of the house.

Naylor called Alfred Asplen, the vestry clerk of Downham, who produced the rate books, and stated that he knew the house in question, "The Dog and Gun." Independent of the land, the house and buildings were worth 8l. 10s. a year.

In cross-examination by *Mills*, witness admitted that the adjoining land was rated at 23s. an acre; he considered that the rateable value of the house was 8l., and the rental 12l. Appellant had never stated he was dissatisfied as to the amount of his rating. Did not know the rent actually paid, but the land was arable.

The CHAIRMAN.—Suppose the case of a lease of this house, surely the house and premises would not include the land?

Naylor.—Under the peculiar circumstances, it would. It is not the fault of the appellant that he is rated in one sum, and therefore he ought not to suffer by it. There is evidence that the rateable value of the house alone is 8l., and the rate-book is not conclusive as to the rateable value.

Mills.—The court of quarter sessions have no power to alter the rate, and the rate-book is sole evidence.

The CHAIRMAN.—The Court is unanimously of opinion that the decision of the magistrates was right, and that the land cannot be said to be "premises held with the house" within the meaning of the Act, and they also think the rate-book conclusive evidence of the rating.

Naylor asked for a case.

Mills.—The court have no power to grant one, their decision is final; it is expressly so stated.

The CHAIRMAN.—We would grant a case, Mr. *Naylor*, but we have no power to do so.

Mills applied for costs.

Naylor argued that costs were discretionary, but the Chairman held they were bound to grant them.

Appeal dismissed with costs.

NEW PRISON FOR MIDDLESEX.

A general meeting of the magistrates of the county of Middlesex was held recently at the Sessions House, Clerkenwell, under the presidency of Mr. Pownall, when a report was presented from the special committee appointed by the court to inquire and report where, and on what terms, a site suitable for the erection of a new prison thereon may be obtained. The report was as follows:—

"Your committee, as the first step in carrying out the order of reference made to them by the court, caused advertisements to be published for land, and received in pursuance of such advertisements offers of forty-six plots. Your committee determined that it would be greatly for the convenience of the county that a site within the metropolitan area should be selected, provided the same could be obtained at a price that was not excessive. They therefore limited in the first instance their inspection to the following sites: Camden-road, about 8 acres; Highbury-vale, between 12 and 13 acres; Mill-hill Park, Acton, about 13 acres; Bedford House, Acton, about 12 acres; West Brompton, about 6½ acres; and from the contiguity of the Highbury-vale site to Clerkenwell, they consider it possesses some advantages which the others do not. They therefore recommend that the committee be authorised to enter into a provisional contract with the vendors, to be subject to the approval of the court, at the next November session, at a sum not exceeding 12,250l."

Mr. Wyatt moved the adoption of this report.

Mr. Serjeant Payne moved the following amendment: "That the Secretary of State having acted upon the principle recently mooted in this court by commuting the sentence on Archibald Brown, convicted of forgery, on condition that he immediately quitted England, and remained abroad during the residue of the five years to which he had been sentenced, it is highly desirable that this court should confer with the Home Secretary to ascertain whether a like proceeding cannot be adopted with regard to many other persons imprisoned for comparatively small offences, whereby a sufficient portion of the House of Correction might be cleared for the reception of greater criminals without subjecting the ratepayers of the county to the heavy expense of creating a new prison." He urged that the prison was at present

largely occupied by persons sent there for comparatively unimportant offences, and that the Secretary of State for the Home Department should be consulted as to whether some provision could not be made for taking them out of this prison, and the space so vacated be occupied by prisoners who had committed graver offences. He found that the parish of Stoke Newington had strongly remonstrated against the proposition for building a new prison in that locality, and no doubt other parishes would be found opposed to it; and even if it were necessary to have a new prison, he said that the other day 100,000 acres of land were offered for sale at 5s. an acre, and if it were built there, there would be a great saving in the interest of the money that would be required for building on the site now proposed.

Mr. Frowen seconded the amendment.

Mr. Northall Laurie said that they must meet this case by providing a new prison; but at the same time he advocated a large augmentation of the police force, so that crime should not be committed with the impunity which was inseparable from the present limited number of the police. As to sending old offenders out of the country they would not go; and until they had a larger police force to prevent the commission of crime, he saw no alternative but to erect a new prison.

After a discussion had taken place, the amendment was negatived, and the original motion was adopted.

REAL PROPERTY LAWYER AND CONVEYANCER.

NOTES OF NEW DECISIONS.

AGREEMENT FOR A LEASE BY LETTERS—PAROL VARIATION.—By three letters which passed between the parties, the defendant agreed to demise to the plaintiff a dwelling-house and its appurtenances. The agreement was in the letters complete, but the defendant refused to grant the lease on the terms which the letters expressed, on the ground of a verbal understanding that the lease should contain a covenant by the plaintiff to expend 1000l. in improvements. The plaintiff denied that this was any part of the terms, and resisted the insertion of such a covenant, but he expended upwards of 500l. on the property: Held (affirming the decision of Stuart, V. C.), that the evidence in support of the alleged addition failing to establish it, the plaintiff was entitled to such a lease as the letters taken alone provided for: *Taylor v. Portington*, 7 De G. M. & G. 328, commented on and distinguished: (*Dear v. Verity*, 21 L. T. Rep. N. S. 185. L. J.J.)

VENDOR AND PURCHASER—ACKNOWLEDGMENT.—B. contracted to purchase from S. a freehold property for which an agreement was entered into between them and a deposit paid. It turned out that S. was not entitled in fee, but only to an estate *pur autre vie* with remainder to the use of him and his wife. The wife's acknowledgment to the conveyance being necessary, this formality could not be completed, the sale was therefore considered as abandoned, and the deposit returned. The property was subsequently sold to W., and the conveyance duly acknowledged by the wife. On bill filed by S. for a specific performance of this agreement, and a declaration that W. was a trustee for B. Held, that he was so, and decree for specific performance made as to such interest as S. had in the property, and reference as to the amount of compensation to plaintiff for the interest not conveyed to him: (*Barnes v. Wood*, 21 L. T. Rep. N. S. 227. V. C. J.)

VOLUNTARY SETTLEMENT—POWER OF REVOCATION.—M. H. having a general power of appointment by deed or will under her father's will over 3000l. to be raised out of real estate, and being separated from her husband, and lodging with her brother-in-law A., and being threatened with a suit by her son-in-law B., whose wife (her only child) was dead, wished to put the 3000l. out of B.'s power. A. employed his cousin, a solicitor, who prepared, and M. H. executed, a deed which was an absolute appointment of the 3000l. (subject to her life interest) to A. M. H.'s husband died, and she married again, and, as it appeared by evidence, considering that she had appointed the 3000l. by will, A. was applied to for such will, but he said that his wife had it, and it was never produced until after M. H.'s death, which took place little more than a year after, she having by will under a power of revocation contained in the settlement, revoked part of the trusts, and given the bulk of the 3000l. to C., and the rest to her second husband. A. applied for and kept the settlement for some weeks, and it appeared in a bill of

costs of his solicitor that he was advised to keep quiet about the appointment. On bill filed to set aside the appointment in favour of A., decree with costs: (*Chart v. Ackworth*, 21 L. T. Rep. N. S. 224. V.C.M.)

WILL—MORTMAIN—UNCERTAINTY.—B. directed the residue of his personal estate to be converted into money and applied to construct a well, tank, and public pump, and if any surplus, to be paid to the rector of the place for the benefit of a school there. The gift for the well, &c., was held to be void, and as the surplus could not be ascertained, the whole gift was void: (*Kirkman v. Lewis*, 21 L. T. Rep. N. S. 191. M.R.)

MORTGAGE—EQUITY OF REDEMPTION—RELEASE—AGREEMENT.—Mortgagees brought an action of ejectment, in July 1863, against the mortgagor, who was in possession of the mortgaged property. The action was compromised, upon these terms: that the mortgagor should give up possession to the mortgagees on the 29th Sept. then next, and should release to them (if required) all his right, claim, and interest in the mortgaged property, the release to be prepared at the expense of the mortgagees; the mortgagees agreeing, in consideration of the mortgagor agreeing to give such possession and execute such release, to forego all claim in respect of costs of the action, but in case default should be made by the mortgagor in the giving of such possession, or the execution of such release (if required), the mortgagees should be entitled to the costs: A release was never required, and the mortgagor continued in possession till 1865, when the mortgagees sold the property under the trust for sale contained in the mortgage-deed, and realised more than sufficient to pay their principal, interest, and costs: Held, that the compromise was an agreement *in fieri*, which had been abandoned by all parties and could not now be carried out, and that the mortgagor was entitled to the surplus proceeds of sale, after paying to the mortgagees their principal, interest, and costs: (*Rushbrook v. Lawrence*, 21 L. T. Rep. N. S. 192. M.R.)

SETTLEMENT—AFTER ACQUIRED PROPERTY.—On the marriage of C. and F., 5000*l.* was vested in trustees on the usual trusts, and C. and F. covenanted with the trustees that if F., her executors or administrators, or C., his executors or administrators in her right, should at any one time become absolutely entitled to real or personal estate of the value of 200*l.* or more, C. and F., their executors or administrators, should vest it in the trustees, on certain trusts. C. and F., his wife, went to New Zealand, where C. acquired real estate, which he left by his will as F. should appoint by deed or will, and in default to her children. The widow dealt with this property by absolute appointment to herself: Held, that this property was not within the covenant, that the words "during the coverture" were intended to be inserted, and that the words "executors or administrators" made no difference: (*Carter v. Carter*, 21 L. T. Rep. N. S. 194. V.C.M.)

JOINT-STOCK COMPANIES' LAW JOURNAL.

NOTES ON NEW DECISIONS.

WINDING-UP—POWERS OF LIQUIDATOR.—Sect. 95 of the Companies Act defines the power of the liquidator to be exercised with the sanction of the court; sect. 96 enacts that the court may authorise the exercise of those powers without its sanction or intervention; sect. 160 provides for compromises by the liquidator with the sanction of the court. It was held that to support an order conferring these powers on the liquidator exclusively, there must be a *constat* justifying the exercise of a judicial discretion on the part of the judge: (*Re The South-Eastern Railway*, 21 L. T. Rep. N. S. 220. L.J.J.)

WINDING-UP—MONEY RECEIVED BY A DIRECTOR FROM A PROMOTER.—O., being asked by K., a promoter of a company, to become a director of the company, the qualification for which was the holding of fifty shares of 10*l.* each, declined to do so, and then K. offered to provide the qualification for him. O., under these circumstances, consented, and N., another of the promoters, out of the profit which he made by the sale of certain property to the company, paid up fifty shares in full for O. There was no completed agreement for sale of the pro-

perty by N. to the company before O. became a director. The company having been ordered to be wound-up, an application was made by the official liquidator, under sect. 165 of the Companies Act 1862, for an order that O. should repay the 500*l.* paid-up for him by N. as being money of the company retained by O.: Held, (affirming the M.R.), that the sale by N. to the company not being repudiated, no such order could be made: (*Orgill's Case*, 21 L. T. Rep. N. S. 221. L. J. Giffard.)

DAMAGES FROM VIBRATION OF A RAILWAY—COMPENSATION.—An action was brought against a railway company to recover an amount assessed by a jury, as a compensation "for vibration from the use of the railway after construction." The damage did not arise from negligence, but was the inevitable consequence of the proper and ordinary use of the railway: Held (reversing the judgment of the Exchequer Chamber), that, first, no action would lie for the damages sustained; for the Legislature having given power to the company to employ locomotive engines, if such locomotives cannot possibly be used without occasioning vibration and consequent injury to neighbouring houses, upon the principle of law that *cuiusque aliquid quid concedit, concedere videtur et id sine quo res ipsa esse, non potuit*, it must be taken that power is given to cause that vibration without liability to an action. The case of *Re v. Pease*, 4 B. & Ad. 30, and *Vaughan v. Taff Vale Railway Company*, 5 H. & N. 679, approved. Secondly (Lord Cairns dissenting), that there was no title to compensation for the damage sustained; for the Railway Clauses Consolidation Act 1845 (8 & 9 Vict. c. 20), ss. 6 and 16, provides compensation only for damage caused by the "construction," and not by the "use," of the railway. The headings to the groups of sections in the above Act indicate the general object of the provisions immediately following, and may be usefully referred to to determine the sense of any doubtful expression in a section ranged under a particular heading. The Lands Clauses Consolidation Act 1845 (8 & 9 Vict. c. 68) has no direct bearing on the above question: (*The Hamersmith and City Railway Company v. Brand*, 21 L. T. Rep. N. S. 238. H. of L.)

INCREASE IN NOMINAL VALUE OF SHARES—NOTICE TO TRANSFEROR.—The nominal value of shares had been increased by a company from 20*l.* to 40*l.* each without formal notice to the original applicants. B. had obtained twenty shares which he transferred to C., but the transfer deed was not executed. B. was held to be a contributory to the amount of 20*l.* per share only: (*Gustard's case*, 21 L. T. Rep. N. S. 196. V.C.J.)

TRANSFER OF SHARES—SET-OFF.—B. applied for 100 shares; twenty were allotted on 22nd April 1864. In Nov. 1865 B. contracted to sell them to C. Calls became due, and B. remitted the amount to C. to pay to the company, which was indebted to C. in a much larger sum. C. tendered to the secretary in payment of the calls certain coupons of the company which he held, and which were refused. The transfer had not been registered. B. was held to be a contributory in respect of these shares: (*Holden's case*, 21 L. T. Rep. N. S. 197. V.C.J.)

PRIVATE BILL—LOCUS STANDI.—The commissioners for the township of K. were empowered to construct waterworks and to levy water rates, but did not exercise the power, and in default of such supply, a railway company constructed, at their own expense, an aqueduct for the supply of their station within the township. A Bill was now promoted constituting a new body of commissioners, and empowering them (*inter alia*) to contract with the corporation of D. for a supply of water for the township, and to levy for that purpose such rates as the existing commissioners were authorised to levy: Held, that though the Bill proposed to give no new rating powers, the railway company had a limited *locus standi* against clauses relating to water supply: (*Kingsdown Town Bill*, 21 L. T. Rep. N. S. 199. Court of Referees.)

MEROANTILE LAW.

NOTES OF NEW DECISIONS.

LIABILITIES OF BANKERS AS GRATUITOUS BAILEES.—A box containing debentures and other securities was deposited at a bank, the depositor keeping the key. The bank received no payment for their care of the box, which was

kept in a strong room with similar boxes of other customers, and with property belonging to the bank. The debentures were stolen by the cashier of the bank. In an action by the depositor against the bank, the jury found a verdict for the plaintiff, but a rule to enter a nonsuit was afterwards made absolute. On appeal to the Judicial Committee: Held, that the bank were not bound to take more than ordinary care of the deposit entrusted to them, and that the negligence for which alone they could be made liable would have been the want of that ordinary care which men of common prudence generally exercise about their own affairs. It is not, however, sufficient to exempt a gratuitous bailee from liability, that he keeps goods deposited with him in the same manner as he keeps his own, though this degree of care will ordinarily repel the presumption of gross negligence. The term "gross negligence" is not intended as a definition, but is useful as expressing the practical difference between the degrees of negligence for which different classes of bailees are responsible: (*Giblin v. McMullen*, 21 L. T. Rep. N. S. 214. P.C.)

PARTNERSHIP—BILLS—GENERAL AND SEPARATE CREDITORS.—K., a member of a *Japon* firm of merchants, being about to go to England, drew bills in three sets, as representing his share, took one set to New York, and died there. The bills so taken by K. were lost, and another set were indorsed to abide the decision of the court on a question raised in consequence of the subsequent failure of the firm, as between the general and separate creditors of K.: Held, that it being clear on the evidence that the firm was insolvent at the date of the bills, they belonged to the estate of the firm: (*Re Kempton's Mortgage*, 21 L. T. Rep. N. S. 223. V.C.M.)

MARITIME LAW

NOTES OF NEW DECISIONS.

SALVAGE—DERELICT—REMUNERATION.—A large value of a derelict saved may authorise a large reward, even in the absence of any great amount of damage incurred by the salvor. Where, therefore, a derelict vessel of value 13,000*l.* was rescued from being wrecked, a tender of 500*l.* by the defendant was held insufficient, and a sum of 1100*l.* and costs were awarded to the salvors: (*The Burns*, 21 L. T. Rep. N. S. 232. Adm. Ireland.)

HARBOUR DUES—LOCAL HARBOUR ACT—WHAT AMOUNTS TO A "LANDING" OF GOODS—TOLLS.—By their local Harbour Act (1 & 2 Geo. 4, c. 99), the defendants are entitled to levy tolls on goods, &c., "landed," or "shipped within the cobb or harbour" of Lyme Regis. Cargoes of limestone, which were dug at the plaintiff's quarries, situate on the shore to the westward of the harbour, were brought thence coastwise in boats into the harbour, and, by leave of the defendants, were shot out from the boats into the water at a spot within the harbour between high and low water mark, there to remain until they should be reshipped for exportation; and it was held (*dissentiente Channell, B.*), by the majority of the Court of Exchequer (Kelly, C.B. and Bramwell and Cleasby, BB.), that the depositing the limestone at the spot in question, in the manner above-mentioned, was not a "landing" of the same within the meaning of the Local Harbour Act, so as to entitle the defendants to levy a toll thereupon as upon goods "landed" within the cobb or harbour. *Leak and another (qui tam) v. Howel and another*, Cro. Eliz. 533, cited and distinguished: (*Harvey v. The Mayor, &c., of Lyme Regis*, 21 L. T. Rep. N. S. 227. Ex.)

COLLISION—NEGLIGENCE—PRACTICE.—Plaintiffs on the 1st Feb. 1869, were, it being then daylight, in their yawl, which was at anchor, fishing in the bay of Dublin, when the defendants' steamer, on board of which there was no look-out at the time, bore down upon them. Plaintiffs, to save themselves from a collision, jumped overboard into the water. Said plaintiffs then brought their action, and Pigot, C.B. before whom the trial was had, told the jury that if the plaintiffs, through a reasonable apprehension of danger ensuing to them from the negligent acts of the defendant, committed acts themselves, namely, jumping into the water, whereby they suffered damage, however slight, that the defendants should be liable in damages for the consequences: (*Murphy v. Pulgrave*, 21 L. T. Rep. N. S. 209. Pigot, C.B.)

LAW STUDENTS' JOURNAL.

INCORPORATED LAW SOCIETY.

LECTURES AND CLASSES.

Conveyancing.—(By H. W. Elphinstone, Esq., Lecturer and Reader.)

There will be lectures on the following dates (from 6 to 7 p.m.):—1869: Nov. 5th and 19th; Dec. 3rd. 1870: Jan. 7th and 21st; Feb. 4th and 18th; March 4th and 18th. And classes A, B, C, and D, from 4.30 to 6, on Monday, Tuesday, Wednesday, and Thursday following those dates respectively.

Equity.—(By Fitzroy Kelly, Esq., Lecturer and Reader.)

There will be lectures on the following dates:—1869: Nov. 12th and 26th; Dec. 10th. 1870: Jan. 14th and 28th; Feb. 11th and 25th; and March 11th and 25th. And classes A, B, C, and D (from 4.30 to 6), on Monday, Tuesday, Wednesday, and Thursday following those dates respectively.

Common Law.—(By H. M. Bompas, Esq., Lecturer and Reader.)

There will be lectures on the following dates:—1870: April 8th, 22nd, and 29; May 6th, 13th, and 20th; May 27th; and June 3rd and 10th. And classes A, B, C, and D (from 4.30 to 6), on Monday, Tuesday, Wednesday, and Thursday following those dates respectively.

COUNTY COURTS.

READING COUNTY COURT.

(Before HENRY JAMES STONOR, Esq., Judge.)

GOLDSMITH v. HARRIS.

A governess is entitled to board and lodging as well as salary in lieu of notice.

This was an action by Miss Goldsmith, who had been an English governess, to recover 29l. 4s. 8d. from Miss Harris, of Albion-place, London-road, Reading. The money was claimed in lieu of notice, and for board and lodging.

The particulars were these:—One term's salary, 16l. 13s. 4d.; one ditto in lieu of notice, 16l. 13s. 4d.; and eight weeks' board and lodging at one guinea per week.

Pater appeared for the plaintiff.

Greene for the defendant.

Pater, in opening the case, explained that in the month of May the plaintiff was engaged as an English governess in Miss Harris's school. He read the correspondence which took place with regard to the engagement, from which it appeared that the engagement was to be subject to a quarter's or a term's notice to terminate either at Christmas, Easter, or July. Some time after Miss Goldsmith entered upon her duties, she visited at Mr. White's, at Richmond House, and went with Mrs. and the Misses White to the Plymouth Brethren's meeting. In consequence of this Miss Harris told the plaintiff that she was not fit any longer to associate with her pupils. Consequently on the 7th Aug. Miss Goldsmith left the school, and Miss Harris paid her 12l. 10s., a quarter's salary. Miss Goldsmith contended that she was also entitled to 20l. 16s. 8d. in lieu of notice, and 8l. 8s. for board and lodging. Mr. *Pater* put in the letter containing the terms of the agreement.

Greene called attention to the fact that the letter was not stamped, and submitted that being an agreement it should be stamped.

After a discussion of the point as to whether the document ought to be stamped or not, the judge decided that it must be stamped and the penalty 10l. paid.

Greene, in addressing the court for the defence, said the whole question turned upon whether the plaintiff was entitled to a quarter's notice or not.

The JUDGE, interrupting Mr. *Greene*, said he considered that the plaintiff was entitled to a quarter's notice to end either at Christmas, Easter, or July, subject of course to any grounds of dismissal being proved.

Greene, after further addressing the court, called Mr. Bartlett to show that the defendant, through Mr. Bartlett, had offered to pay a quarter's salary to settle the action, and that he tendered a cheque payable to order for the amount. Mr. Beale promised to settle the matter if Mr. Bartlett would send a cheque payable to bearer, or send cash. Afterwards Mr. Beale refused to settle the matter, saying his client should have what she could get.

The JUDGE.—That was a very proper offer under the circumstances, but you have got to defend your action yet.

The defendant was called for the defence, and the JUDGE then said:—I think you have not the shadow of a defence on the merits of the case, but at the same time I think the defendant's offer of a quarter's salary was a very proper offer under the circumstances. I think, now, that if the defendant would pay the quarter's salary and the costs of this action, it would be a good way to settle the matter; still I must say that I am with the plaintiff on the point of law.

Ultimately his HONOUR said to *Pater*.—You are entitled to a verdict for the full amount with costs on the higher scale. Money to be paid in a fortnight.

BANKRUPTCY LAW.

THE BANKRUPTCY ACT 1869.

The Liverpool Chamber of Commerce through their chairman, have addressed to the Lord Chancellor the following memorial with respect to several defects in the new Act:—

My Lord,—I am requested by the Liverpool Chamber of Commerce to bring under your Lordship's attention certain points of the Bankruptcy Act 1869 (32 & 33 Vict. c. 71), with the view of asking your Lordship to make such orders as will secure the objects which this chamber desires.

1. Composition with creditors. Sect. 126.—It appears somewhat doubtful whether the majority in number and three-fourths in value, named in paragraph 2, sect. 126, refers to all the creditors, or only to such of them as may be present at the meeting. If it refers to those only who attend the meeting, then I beg your Lordship to order that such attendance may be either personally or by proxy, as in sect. 16, sub-sect. 6. Should this not be done, and those creditors only allowed to vote who are at the meeting in person, the debtor, who in many cases resides in a town distant from that in which the main body of his creditors live, would be able practically to dispose of the estate as he pleased, by simply calling the meeting at his own town and compelling his creditors to leave their own business to attend it, or have the matter decided by such of the debtor's friends and neighbours as choose to attend. There can be no reason why the right of the creditor to delegate an agent to act for him should be taken away, and any such disability would operate as a serious injustice.

2. There appears to be no provision in sect. 126 obliging creditors, before voting upon any offer of composition, to prove their debts, as provided now by Moffatt's Act, (31 & 32 Vict. c. 104), s. 3. The passing of this Act was found indispensable to check the frauds common under deeds of composition, and such a provision is equally necessary under the new Act.

3. At the second meeting of the creditors, under sect. 126, for the confirmation of the extraordinary resolution accepting the debtor's offer of composition, the majority in number and value should be defined to be of such creditors as have proved their debts in the prescribed manner; and the votes of the creditors should be taken, either personally or by proxy, or in writing, in a manner prescribed. This is the present practice in compositions in the Irish Courts of Bankruptcy, and the same practice is adopted in sect. 16 of this Act.

I beg most respectfully to submit to your Lordship that these points may be dealt with by your Lordship in the orders which you are by the Act authorised to make; and that, whilst they impose no hardship on the debtor, the modifications I have enumerated are necessary to protect the just rights of the creditors, and to guard against fraud.

I now beg to draw your Lordship's attention to two points which appear to this chamber to be serious defects in the Act itself, for the cure of which I apprehend further legislation may be necessary.

1. Sect. 6 enacts that a single creditor, or any number of creditors, whose debts altogether amount to 50l., may petition for adjudication of bankruptcy against a debtor, alleging that he has committed any of the specified acts which are to be defined acts of bankruptcy; but on looking at the definition of these acts (sub-sect. 6) your Lordship will find that, unless the debtor owes to some one of the petitioning creditors a sum of 50l., it is not in the power of any number of them to make him a bankrupt; and as the power of imprisonment for debts of 20l. and upward is taken away there are no means of compelling an insolvent trader owing less than 50 to an individual creditor to distribute his assets. This is clearly an oversight, since the language of sect. 6 implies that any number of creditors whose debts together amount to 50l. shall have the power of obtaining an adjudication against an insolvent debtor; and this section is inconsistent with sub-section 6, which enacts that a sum of 50l. must be due to one of the petitioning creditors. I am requested to press upon your Lordship's attention the propriety of reducing the limit for the petitioning creditor's debt to 20l., upon this simple principle, that a trader's inability to pay a debt of 20l., admitted to be due, is a more conclusive proof of his insolvency than his inability to pay a larger sum; whilst, as a matter of fact, the daily transactions between the wholesale merchants on the one hand, and the retail traders on the other, which in the aggregate amount to many millions sterling, are made up of separate sums, which commonly average less than 50l. each.

2. By sect. 126 the compounding debtor is bound to do certain things, namely, to send notices to his creditors, to make out a statement of his assets and liabilities, to attend meetings, &c.; but no penalties are imposed upon him for any neglect or wilful misstatement, or fraudulent concealment, of which he may be guilty. The Bankruptcy Act, and the Imprisonment for Debt (Abolition) Act (32 & 33 Vict. c. 62), in their penal clauses, contain provisions for punishing wilful neglect, misstatement, or fraud on the part of bankrupts and liquidating debtors; but the case of compounding debtors, which is the commonest, and at the same time the most important of all, has been overlooked.

When the penal clauses in the Imprisonment for Debt Act were drawn, there was no clause in the Bankruptcy Act authorising deeds of composition; and what is now needed is that those penal clauses shall be extended so as to cover equally fraudulent misconduct, whether in cases of bankruptcy, liquidation, or composition.

In conclusion I beg to say that if it should be your Lordship's pleasure to hear further the opinions of this chamber with regard to the points now submitted for your consideration, and to honour me with an interview for the purpose, I shall be in London about the end of November, when it will afford me much pleasure to wait upon your Lordship, if I shall in the meantime receive permission to do so.—I am, your Lordship's most obedient humble servant,

CHARLES CLARK, President.

BANKRUPTCY COURT.

Friday, Oct. 23.

(Before Mr. Registrar ROCHE.)

Bankruptcy Act 1861—Sect. 109—One creditor a majority for the purpose of making a resolution—Transferring proceedings to County Court.

In the matter of George Barker Matthews, a bankrupt residing at Elsing, in Norfolk, at the meeting for choice of assignee there was only one proof of debt tendered, and the attorney to whom the power was given asked to have his client appointed creditors' assignee, and a resolution made transferring the proceedings to the Norfolk County Court.

Linay (of Norwich), who appeared for the bankrupt, said the resolution must be by the majority in number and value of the creditors present, and in this case there was only one creditor.

The REGISTRAR considered that, although there might be something in the point, as all the creditors resided in Norfolk, the proceedings had better be sent down to the County Court there, and the order was made accordingly.

Sadd, Norwich, solicitor for the bankrupt.

Claburn, Norwich, solicitor for the creditor.

NOTES AND QUERIES ON POINTS OF PRACTICE.

[N.B.—None are inserted unless the name and address of the writers are sent, not necessarily for publication, but as a guarantee for bona fides.]

Queries.

114. DIVORCE—PAUPERS.—In the ecclesiastical courts upon a pauper presenting a petition to sue *in forma pauperis*, counsel and solicitor were assigned. By the 21 & 22 Vict. c. 85 persons are to be admitted as paupers subject to rules to be made in pursuance of the Act. At the registry they inform me that counsel and solicitor are not now assigned, in opposition to the practice laid down in G. Browne's Divorce Practice, p. 204, and Browning, p. 211. I shall be obliged if any of your correspondents can refer me to a case upon the subject under the new practice. W. T.

115. WILL.—To this question, which appeared in the LAW TIMES of 15th May last, "M. E. S.," on the 22nd, gave an answer in the affirmative. This agreed with my own opinion; but the purchaser objects to the title on the ground that if the surviving son should die without issue in the widow's lifetime, the estate would go to the testator's sisters, who would then be his heirs. Will "M. E. S.," or any other of your correspondents, favour me with a reference to some authority bearing on this point? Q.

116. ASSAULT.—A. is convicted before the magistrates of a common assault, and fined 5l. Can an action be maintained by the complainant in the County Court to recover damages for bodily injury sustained by the assault, and for medical attendance? Please refer to authorities.—R. P.

117. NOTICE TO GOVERNNESS.—A lady was engaged as governess, at a certain salary per annum, at Lady Day 1865. No agreement or arrangement was made as to notice to terminate it. She has always been paid her salary on the four usual quarterly days. On the 23rd inst. she received notice that her services will not be required after Christmas next. Is she entitled to a quarter's notice? and, if so, should it be given on a quarter day, or is she bound to accept one served at any intervening period of a quarter? D.

Answers.

(Q. 104.) CONVEYANCE—COVERTURE.—I am very much obliged to your correspondent, J. Bell, for his very able

reply to my insufficient query in the *LAW TIMES* of the 9th inst., on this point; but I am afraid he gave himself far more anxiety and trouble in the matter than was needful, seeing that the issue involved is so small. However, I will, Mr. Editor, with your permission, now proceed to supply what I was previously aware was omitted in my query in question. In doing so, I may preface my quotations by stating that (as your correspondent will observe), the conveyance in question was not made to S. B. through the intervention of a trustee, but as under. The operative words are "grant, release, convey, and assure unto the said S. B. and her heirs, &c., to such uses, &c., as S. B., whether married or sole, should appoint by deed or will, and, in default, to the use of the heirs and assigns of the said S. B. for ever," and not "To the use of the said S. B., her heirs, and assigns, for ever," as anyone would suppose. At present S. B. has not made any appointment or other disposition. Query—Can she do so? If so, it is evident the husband need not join, and no acknowledgment is necessary. But I find on reference to Halliday's Questions and Answers on Conveyancing, 4th edit. p. 188, that where a power of appointment over real estate is executed, the appointee takes in point of estate from the party creating, and not from the party executing the power, because no estate, but a use is only passed from the party executing the power; and estates created by the execution of a power take effect in precisely the same manner as if created by the deed which raised the power: (Sug. Pow. ch. 5, s. 8; Burt. Comp. Pl. 346-787; 1 Steph. Com. 507, 1st edit.; see also query and answer at the beginning of this page, or *supra*, and subsequently.) If, therefore, your correspondent can throw any additional light on this point, I shall be very thankful; and if I be under any misapprehension on the subject, I am open to conviction, and to correction. I take it that, there being no issue of the marriage, if S. B. dies without exercising her power (if good and valid), the estate would go to her heir-at-law as purchaser, and not by descent. W. H.

(Q. 109.) **WILL—POWER—CONVEYANCING.**—It is quite clear that the trustees have full power to appoint the fee-simple to a purchaser, although there is no express power given to them to revoke the uses to take effect in remainder. "A power to appoint includes in itself a power to revoke; and a power to do an act which can only be effected by appointment, authorises an appointment, and therefore a revocation. Whatever be the form in which a power of sale is given, it will operate as a power of revocation, and new appointment, and may be executed accordingly." (Sugd. Pow. 196; *Bishop of Oxford v. Leighton*, 2 Vern. 367.) The following would be the form of the testament:—"Now this indenture witnesseth that for effecting the sale, and in consideration, &c., they, the said A. B. and C. D., in exercise of the said power contained in the hereinbefore in part recited will, and of every or any other power enabling them, and at the request and with the approbation and consent of the said (the widow) (testified by her being a party to and executing these presents), do hereby revoke, determine, and make void all and every the estates, uses, trusts, powers, provisions, and limitations by and in the hereinbefore in part recited will limited, expressed, declared, and contained of and concerning the hereditaments and premises hereinafter expressed to be hereby applied, and do limit, declare, and appoint that all, &c., shall henceforth go and remain to the use of the said (his heirs, and assigns for ever." As the trustees have the legal estate as well as the power of sale, it would be desirable to confirm the conveyance by a grant, and another testament can be added, but it is not absolutely necessary. Newport, Monmouth, Oct. 25. W. W. C.

— Every appointment is, in effect, a revocation pro tanto of existing uses and estates, and an express power of revocation is merely surplusage. It is not quite clear from the statement of the case whether the trustees of the power of sale took the legal fee, or whether the life estate and remainders were executed at law under the Statute of Uses. It will probably be found that the Statute of Uses did not operate, and that the legal fee remained in the trustees. The trustees, with the consent of the tenant for life, should grant and appoint the fee, and the tenant for life should, as to her estate, grant and confirm. If the conveyance be not simply to and to the use of the purchaser, and there be any doubt whether the trustees take the legal fee, they should appoint to the uses to be after expressed, and by a separate testament the trustees and tenant for life should grant and confirm the property to the grantee to uses and his heirs with a declaration that the appointment and conveyance should enure to the uses intended. Z. Y.

(Q. 111.) **UNSTAMPED GUARANTY—RENEWED ACTION.**—The 23 Vict. 15, s. 15, only applies when "it shall appear thereby," i.e., by the agreement that the matter thereof is under the value of 20l. As that fact is not patent on the agreement, I think the Somerset House authorities correct in requiring the higher penalty. Z. Y.

(Q. 113.) **ADOPTION OF CHILD.**—B. cannot legally detain the child. A contract by a father not to exercise control over his children is contrary to the policy of the law, unless the father's misconduct has been so gross as to unfit him for the society of his children: (*Vansittart v. Vansittart*, 31 L. T. Rep. 4; *Swift v. Swift*, 12 L. T. Rep. N. S. 435.) Z. Y.

LAW LIBRARY.

Practical Remarks on the Principle of Rating, as applied to the proper and uniform assessment of Railways. By HENRY JAMES CASTLE, Surveyor, assisted by EDWARD JAS. CASTLE, Barrister-at-Law. London: Maxwell.

How to rate a railway is a problem as perplexing to judges as to magistrates. Divers attempts have been made by the Superior Courts to lay down something like principles, but they are found to fail when they come to be applied to

the infinite varieties of circumstances. It is indeed more a question for the skilled surveyor than for the lawyer, although the production of experts on one side to prove one thing is almost sure to be met by the production of an equal number on the other side to prove the reverse. This somewhat discreditable conflict of testimony in such cases is mainly due to our English system of leaving it to the public to fight out questions of skill and science, instead of looking to the court to provide experts who shall be the witnesses for neither party, but the informants of the court. We believe that the adoption of this excellent plan of the French tribunals will be recommended by the Judicature Commission, and it will be a great improvement in the law.

Mr. Castle's volume is the combined production of a surveyor and a barrister, and therefore it sets before the reader the whole of the information he requires on a subject which neither could sufficiently treat of from his own point of view. It will much assist in the solution of the problem to which it is directed.

The Vaccination Acts and Instructional Circulars, Orders and Regulations, with Introduction, Notes and Index. By DANBY P. FRY, Esq., Barrister-at-Law. Fourth Edition. London: Knight and Co.

The agitation so singularly raised against sanitary laws that enforce vaccination on the wholesome principle that a man has no right to spread contagion among his neighbours, is not likely to be successful, and, therefore, this collection of the Acts annotated and indexed will continue to be as useful as it has proved itself to be by three editions. Of books thus in daily use, the latest is the only safe edition to be consulted.

Shelford's Law of Railways, containing the whole of the Statute Law for the regulation of Railways in England, Scotland, and Ireland; with copious Notes of the Decided Cases upon the Statutes, Introduction to the Law of Railways, and Appendix of Official Documents. Fourth edition. By W. CUNNINGHAM GLEN, Barrister-at-Law. In two vols. London: Butterworths.

RAILWAY law has grown to dimensions little dreamed of by Mr. Shelford when he wrote his first book upon the subject. He lived to witness its expansion to a very respectable bulk; but even since the production of the third edition of his treatise there has been a wonderful accretion alike of statute and of case law, and Mr. Glen's fourth edition, greatly as it has expanded, has but kept pace with Parliament and the courts. The cases, indeed, are now so numerous, that one fourth of the entire business of the equity courts is said to be, in some form or another, connected with railways and railway laws. Being thus in a state of continual growth, the practitioner is compelled to use the latest text-book for his guidance. He must discard the old edition for the new, and thus at some cost continually replenish his library, under pain of mistakes, which, in matters of such moment as railway questions, might be as ruinous to his client as to his own reputation. Shelford was one of the most painstaking of legal authors. There are no more laborious books than those which bear his name; and that name was always in itself a recommendation when citations were addressed to the court. Mr. Glen has done wisely in preserving that reputation, and, as far as possible, the text of Shelford—though very extensive alterations and additions have been required. But he has a claim of his own. He is a worthy successor of the original author, and possesses much of the same industry, skill in arrangement, and astuteness in enumerating the points really decided by cited cases. But we have said enough of a work already so well known. We will now merely give to such readers as may not be familiar with the book itself, a short outline of its contents.

The first volume commences with a *resumé* of the history of railway legislation, taken principally from the report of the Royal Commission on Railways. It then proceeds to describe the successive proceedings requisite to the obtaining of Legislative sanction for the construction of a railway. Then all the statutes relating to railways are given in their order, with copious notes of the cases decided on their construction. The Telegraph Acts follow in the like arrangement and with the like exposition. Then the Tramways

Acts, the Railway Clearing House Acts, and not the least important and interesting, as proceeding from so high an authority on these questions as Mr. Glen, the difficult law relating to the assessment of railways to local taxes. The second volume comprises the various Consolidation Acts, similarly annotated, and a collection of useful forms and precedents, and to each volume there is a singularly copious index.

It will have a place not in the library of the lawyer alone. It is a book which every railway office should keep on its shelf for reference.

A Dissertation on the History of Hereditary Dignities. By W. F. FINLASON, Esq., Barrister-at-Law. London: Butterworths.

There is scarcely a topic of public interest, involving principles having their roots in the past, which this laborious writer does not attack and present to his readers in a manner thoroughly exhaustive. In this dissertation he has considered the history of hereditary dignities with especial reference to the case of the Earl of Wiltes. In his preface he states that the authorities which he cites demonstrate a fact of Constitutional history, extremely important, and of vast interest at the present time, viz., that for centuries creations of peerages were only—or usually—for life. This, he observes, is attested by the authority of the great lawyer, Lord Coke, and by historians, such as Mackintosh and Hallam. And he says "There appears, therefore, to be no restriction upon the power of the Crown to limit its grants of peerages, except that they must not be contrary to good sense or reason, which cannot be predicated of grants in any form already held good, or in accordance with ancient usage. Grants of peerages for life, or to heirs male (i.e., to the male heirs, lineal or collateral), are, it is conceived, equally in accordance with authority and reason; inasmuch as they appear to have been made upon the principle that the Crown can grant peerages in any form which may appear best calculated to secure the benefit of those services in the councils of the State, which have always been presumed to be the consideration, and the object of such creations. The former of these modes of creation attains the object, at all events for the life of the eminent man chosen for the honour; the other, if his heirs are admitted, is most likely to secure it in the future."

With reference to the authority of Lord Coke it is remarked in a note that in his reports, he states that until the reign of Richard II. all new creations of barons were by writ of summons; and both Hallam and Mackintosh point out that the writ was not deemed to confer an hereditary dignity until the sixteenth century. And Lord Coke says, that although the king cannot create an earl or a baron for years, yet, without question, he may create an earl for life: (*Sir George Reynell's case*, 9 Coke, 98.)

At page 24 of the text Mr. Finlason observes that the Crown might limit the descent of the personal dignities it granted according to its pleasure, provided there was nothing in the limitation unlawful, that is contrary to law, as tending to any result injurious to the State. The descent might be limited to any class of heirs. And it was competent to the Crown to attach conditions or qualifications to the inheritance of the dignity, and to make it attach to the possession of an estate by the heirs of the original grantee—that is, not to the possession of the estate, but to the possession of it by the heirs. And at page 25 he says that no statute was necessary to allow of any limitations of estates in any particular course of descent, or to any particular class of heirs. This he illustrates by a very learned note, which is most instructive, and which we therefore take the liberty of quoting:—

There has been much misapprehension on this point. There was no necessity for any statute to allow of any species of limitation of the gift of an estate, and no such statute was ever passed. The statute *de donis conditionalibus*, indeed, was passed to protect special limitations of estates from aliens for ever, to the prejudice of the issue intended to take under the gift; but the very scope of the statute implied what, indeed, it recited as its basis, that such gifts should be observed—that is, that such limitations should take effect. Moreover, all that the statute did was to protect them from alienation, which was all that it was necessary to do, for prior to the statute, when such special gifts were construed as conditional fees simple, the only mischief was that they might be altered by alienation, and so the statute merely

provided that the issue should not be prejudiced by alienation. If no alienation took place, the land would go according to the gift. No case ever decided the contrary; and the only case cited by Littleton to that effect did not so decide; and the dictum of Paston, J., to that effect, that if land be given to a man and his heirs male he has a fee simple, is quite consistent with the view above quoted, for, as Lord Coke put it, the case would be one of qualified fee simple. The case, however, was one which did not really raise the question, for it was a case of devise with the remainder to heirs male of the body, and in default of issue, then to the next male heir and the heirs male of his body; and the brother claimed as next male heir, he being also heir general; and the decision was that the brother should have the land as heir general, notwithstanding that he was not heir of the body, the word "male" being rejected as void, the remainder taken as a fee simple, because in that case the law gave the male heir a preference; and it was not necessary, therefore, that he should claim as heir male: (9 Hen. 6, p. 23.) It is obvious that the point did not really arise as it would have arisen had the gift been to the female heir. And that case was put in the course of the argument by one of the judges, and it was said that in such case, if there were son and daughter, the daughter should have the land: (Martin, J., fol. 25.) As, however, the court could not agree about it, and it happened that the claimant, the heir male, was also heir general, the court gave him the land as heir general, so that it was not necessary to decide the point, viz., whether, on a gift of lands to heirs male, the collateral heirs male would not take in preference to lineal heirs female. It is conceived that they clearly would, either at common law, as a qualified fee-simple, or by the statute *de donis* as an estate tail. The terms of the statute *de donis* certainly do not exclude such a limitation, though as the entails in that age were usually to heirs of the body, those entails only are mentioned; and Littleton, after exhausting all the cases of heirs of the body, says expressly that there are other estates tail; although, forgetting this, he says that an estate to a man and his heirs male is not within the statute. Even, however, if it be not so, it could only follow that it is not protected by the statute from alienation; and the statute has no application to dignities which cannot be alienated, and remain as at common law. This view is in accordance with the view taken by Lord Coke, who laid the law down thus:—"The statute *de donis* doth not create an estate tail, but of such estate as was fee simple conditional at common law, so now by the statute the land shall descend; and the only mischief was that the donee after issue had power to alien in dishonour of his heirs." (7 Rep. 35.) And so elsewhere he says, "that a limitation to a man and his heirs, tenants of a manor, was a qualified fee simple;" (Coke on Littleton, 27.) The view here submitted is supported by the judgment in a great case on the subject, where it was laid down as law:—"That there were three sorts of estates at common law: First, an absolute estate of inheritance to a man and his heirs; secondly, a fee simple qualified as to the time of duration; thirdly, a fee simple restrained as to what heirs should inherit it. It was only a qualification as to what sort of heirs should inherit, and it was qualified as to the descent of it to such particular heirs as were expressed in the limitation; and therefore if lands at common law were given to a man and the heirs male of his body, and he had issue two sons, and the eldest had issue a daughter, the second son should inherit." (*Idle v. Cook*, Lord Raym. Rep. 1148.)

Mr. Finlason discusses very carefully the modes in which dignities may be forfeited, but the work is not of a size to justify our further touching upon the author's preserves, and we heartily recommend it as a pleasant study to laymen and lawyers.

LAW SOCIETIES.

THE SOCIAL SCIENCE CONGRESS.

AMENDMENT OF THE LAW.

CERTAIN DEFECTS IN COUNTY COURTS.

Mr. Sherwood Smith read a paper on this subject, in which he pointed out what he considered a serious defect in the law of County Courts. A case was cited which was heard in a County Court in the year 1868, where judgment was given for the plaintiff on the ground that he was considered more worthy of credit than the defendant. Immediately after the trial evidence was tendered to the defendant proving the plaintiff to have sworn falsely, upon which the defendant gave notice of application for a new trial, but found that through taking that course, instead of appealing in the first instance, he had lost the right of appeal, and that although the grievance had increased, all remedy was at an end. This state of things, the writer considered, called for reform, and that a

suitor, if aggrieved with the judgment of any court ought to have a right of appeal to a higher one, under any circumstances that might arise.

JURISPRUDENCE AND NATIONAL LAW.

CHARITABLE ENDOWMENTS.

Mr. T. Hare read a paper on the question, "What limits ought to be placed by law on Charitable Endowments?" The writer contended that the main question between advocates and opponents of endowment was whether it was possible to establish a department with power to reverse, and where just and desirable to alter the distinction of endowments after the expiration of a certain time. This had never yet been attempted. It was proved that to attempt direct legislation in each case was useless. A department or minister might lay schemes for the application of endowments to ameliorate the evils accompanying civilization before Parliament, and their adoption might be dependent on either House placing its veto on the proposed change. It was said if endowments were thus varied none would hereafter be given. This, then, would solve the question.

Mr. Lewis Fry opened his paper by showing that the early Statutes of Mortmain did not now exercise any practical restraint upon endowment, having nearly exclusive reference to corporate bodies. Considering the question in what direction we should look in making a change in the law, whether to a total restriction of the power of charitable bequest or the removal of all restrictions, Mr. Fry contended that it would be impolitic and opposed to the feelings of the community to abolish the power of bequest, but that the restriction as to land was of little value, and should be wholly removed. If the distinction between realty and personality were retained, the line should be drawn so that every one, and not only lawyers, should understand it; and he thought that it would be sufficient to prohibit the devise or bequest to charitable uses of actual estates of freehold, or for terms of years in land. In conclusion Mr. Fry advocated that there should be greater freedom in the mode of dealing with property left to a charity, as the benefit of the community might from time to time require.

In the discussion which ensued, Mr. E. C. Batten supported an alteration of the law. Sir J. Bowring thought the matter could only be satisfactorily dealt with by Parliament, and said there were millions of money scattered about, much of it devoted to useless purposes, which might be applied to meet some of the pressing wants of the time. Dr. Waddilove asked how far, in exercising control over charitable funds, we interfered with man's natural right to do what he would with his own, and checked the flow of charitable and religious contributions, or whether we should not rather endeavour to restrain or divert endowments for frivolous purposes. Mr. Hancock objected *in toto* to charitable bequests, and said there were plenty of ways in which charitable feelings could be indulged in during life; he had no faith in that charity which made a man to leave his property away from his friends. Mr. R. Freeling thought it was not wise to exempt charity property from taxation, and hoped Mr. Gladstone's measure for abolishing such exemption would be adopted. Mr. E. S. Robinson advocated an alteration in the law, contending that in its present state it destroyed conscientiousness, and prevented people from realising their obligations to provide for religion, for education, and for distress. Mr. Webster thought there was great truth in the principle that no generation had a right to contract any liabilities which could not be paid in that generation, and that the converse should be recognised, and that it was more important that money should be employed for educating the present generation than that it should be accumulated for the benefit of their grandchildren. Mr. F. Hill was of opinion that the stoppage of endowments would be most unwise, and a mischievous interference. The evils pointed out by Mr. Robinson arose from misappropriation. He agreed with Mr. Fry that the restrictions of Mortmain should be removed. Mr. T. Webster said the result of recent inquiries went to confirm the opinion of Lord Brougham that existing educational endowments if properly applied were sufficient for educational purposes. He saw no objection to leaving land to charities if it was properly administered. Bequests for distributing alms to the poor were most demoralising, and should be at once abolished, as utterly inconsistent with the Poor Law.

THE SOLICITORS' BENEVOLENT ASSOCIATION.

The twenty-third half yearly general meeting of the members and friends of this association was held at the Board-room, Museum-street, York, on Wednesday, the 20th inst. (during the sittings of the Metropolitan and Provincial Law Association), in the presence of a very numerous assemblage of members of the Profession, including the principal local solicitors, and others from London and various provincial towns.

Mr. J. J. P. Moody, town clerk of Scarborough, and president of the Yorkshire Law Society, having taken the chair, called upon the secretary, Mr. Eiffe, to read the notice of meeting, and the minutes of last meeting, after which the following report of the directors was read:—

"The directors have much pleasure in availing themselves of the opportunity afforded by the meeting of the Metropolitan and Provincial Law Association at York, to present before an assemblage of their professional brethren in that ancient city, this their twenty-third half yearly report of the progress and operations of the Solicitors' Benevolent Association, in the prosperity of which institution the directors cannot doubt that the solicitors of Yorkshire will manifest as warm an interest as has been generously evinced by their brethren in other important districts of the kingdom.

"The objects of the institution are so deserving that they must commend themselves to the sympathy and support of every member of the Profession, and it is with much satisfaction that the directors are enabled to report the continued advancement of the institution, and its consequent steadily increasing stability and efficiency for the discharge of those beneficent functions for which it was founded.

"Since the last half yearly report was presented, 74 new members have joined the association, making, with the additions in the previous six months, an increase during the whole year of 167 new members. The association now consists of 2021 members, of whom 702 are life, and 1319 annual; 22 of the life members are also annual subscribers.

"The usual audited abstract of the accounts is appended, from which it will be seen that the receipts during the half-year amount to 1364*l.* 1*s.*, which, added to those of the previous six months, give a total of 3295*l.* 10*s.* 4*d.* as the receipts for the year.

"The late deeply lamented Lord Justice Sir Charles Jasper Selwyn presided over the annual festival in June last, when the high estimation and respect of the Profession for that upright and independent judge were evinced by a large attendance of members of both branches, who by their liberal contributions, following the benevolent example set by the Lord Justice, added to the funds of the institution 534*l.* The directors have a melancholy satisfaction in recording that this was one of the latest public services in which he was engaged; and the warm-hearted readiness with which he accepted their invitation to preside, and the truly benevolent sympathy with which at the dinner he advocated the claims of the institution to generous support, have increased their respect for his memory, and their sorrow at his early death.

"With respect to the relieving operations of the institution during the past half year, the directors have to report that a sum of 110*l.* has been expended in grants to a member and to two widows of members; and a sum of 105*l.* has been distributed in relieving thirteen necessitous families of deceased non-members. These amounts added to the grants made during the previous six months, give a total of 355*l.* distributed in relief of members and their families, and of 160*l.* in relief of non-members' families during the year, making in the whole 515*l.*

"700*l.* have been invested in the purchase of India Four per Cents., and with the investments in the previous six months, make a total sum of 2500*l.* invested during the year. The funded capital of the institution now consists of 7803*l.* 17*s.* 8*d.* India Five per Cents., 5071*l.* 6*s.* 4*d.* Three per Cent. Consols, and 3693*l.* 0*s.* 6*d.* India Four per Cents., producing together dividends amounting to 675*l.* per annum.

"A balance of 217*l.* 18*s.* 10*d.* remains to the credit of the association at the Union Bank of London, and a sum of 15*l.* is in the secretary's hands.

"An addition to rule 4, which, owing to the absence of a quorum of members, was not carried at the last general meeting, although unanimously agreed to by those present, will be brought forward at this meeting.

"The directors think it right to mention two projects of some importance which have been urged upon their consideration from time to time by members of this society, but with which they have not felt themselves empowered to deal. One has reference to the establishment of schools for the education of the children of less affluent members of the Profession, at a moderate charge; and the other to a fusion between this society and one of similar objects which has been in existence for many years in London, but limited in its operations to the Profession practising there. With regard to the first proposition, the rules do not appear to the directors to make any provision for the entertainment of the subject in connection with this institution. The question of amalgamation was dwelt upon at the last anniversary festival with approval by the late Lord Justice Selwyn

and doubtless it would have its advantages. Union is strength; and should the members of this society be of opinion that it would be desirable, the board will be happy to communicate with the directors of the other society, and ascertain their views on the subject.

"In accordance with the rules of the association, the auditors and directors retire from office at this meeting, but are eligible and willing to continue their services if re-elected.

"In conclusion, the directors venture to urge upon members the importance of lending their cordial aid in promoting the society. It needs but their hearty and united co-operation throughout the kingdom to complete that success which has hitherto attended the society's progress, and to place it in the foremost rank of institutions of a kindred nature."

The chairman, in moving the adoption of the report, stated that it was so fully drawn up, it left him but little to say upon the subject. He was happy to preside that day, but it would have afforded him greater pleasure to have seen either of their friends Mr. Banner or Mr. Cookson, the chairman or deputy chairman of the board, present. He was requested, however, to explain that their absence was unavoidable, and a letter which he held in his hand from Mr. Banner expressed that gentleman's great regret at being unexpectedly prevented from attending. It was gratifying to find that the institution was making such steady progress, and he hoped that it would receive a large accession of new members from this meeting. (Hear, hear.)

A member suggested that it was an obstacle to increasing the number of subscribers that the expenses seemed out of proportion to the amount of relief afforded; but the objection was subsequently cleared away by members of the board and others explaining that the expenses were really not great considering the wide area over which the society has to prosecute its canvass for support, and while it was yet, as it might be said, but in its infancy.

After some discussion the report was unanimously agreed to.

A resolution was then adopted, commending the institution to the cordial support of every attorney, solicitor, and proctor in England and Wales; and Mr. Dunn, of Darlington, and Mr. Daggett, of Newcastle-upon-Tyne, both handed in long lists of additional members, obtained by their individual efforts in canvassing those towns, and showing how easy a general canvass by local members might strengthen the numbers of the association.

Several gentlemen present then handed their names to the secretary as willing to become members, and Mr. Edward Lawrance, of London, the president of the Metropolitan and Provincial Law Association Meeting, said, that though a life member, he thought persons in his position ought not to make a profit of it. He had been a member of the society a sufficient length of time to exhaust his first subscription of ten guineas, and he now begged to repeat his subscription of that amount. An addition to the fourth rule, of which notice was duly given, was then unanimously agreed to, after which the usual resolutions thanking and re-electing the directors and auditors were passed *nem con*.

A cordial vote of thanks to Mr. Moody for his kindness in presiding, brought the proceedings to a termination.

PROMOTIONS & APPOINTMENTS

N.B.—Announcements of appointments being in the nature of advertisements, are charged 2s. 6d. each, for which postage stamps should be inclosed.]

The Right Honourable the Lord Chief Justice of the Court of Common Pleas has appointed Mr. Francis Hartley, of Burnley, Solicitor, a Commissioner for taking the Acknowledgments of Deeds to be executed by Married Women.

John William Henry Harvey, of 61, Lincoln's-inn-fields, and 9, Norland-place, Notting-hill, in the county of Middlesex, has been appointed by the Lord Chief Justice of the Court of Common Pleas a Commissioner for taking the Acknowledgments of Deeds to be executed by Married Women, in and for the counties of Middlesex and Surrey, and the City and Liberties of Westminster.

Whitehall, Sept. 17, 1869.—John White, of No. 28A, Budge-row, Cannon-street, in the City of London, Gentleman, has been appointed one of the Perpetual Commissioners for taking the Acknowledgments of Deeds to be executed by Married Women.

William Collisson, of No. 27, Bedford-row, in the county of Middlesex, Gentleman, has been appointed one of the Perpetual Commissioners for taking the Acknowledgments of Deeds to be executed by Married Women.

LEGAL OBITUARY.

THE RIGHT HON. JOHN EDWARD WALSH.

It is with feelings of the deepest regret that we announce the death of the Right Hon. John Edward Walsh, Master of the Rolls. The loss of no public man could be more widely felt; none were more universally or deservedly respected in private life; and none, we may add, seemed to afford greater promise of a long career of public service. Cut off by a mysterious decree of Providence in the prime of life, with a vast field of public usefulness lying before him, John Edward Walsh has, nevertheless, left his mark upon the legal history of Ireland. The three years during which he presided in the Rolls Court will be long and gratefully remembered. He brought to the discharge of his important duties an acute and powerful mind, extensive and accurate learning, sound common sense, and great practical experience. But this was not all. It was the combination of these high intellectual qualifications, with what we may term the moral qualities of uniform courtesy, unwearied industry, and high conscientiousness, that rendered his merit as a judge so conspicuous.

The late Master of the Rolls was the son of the Rev. Dr. Walsh, Rector of Finglas, in the county of Dublin, and was educated in the University of Dublin. His college career was unusually distinguished. He obtained a classical scholarship, the first gold medal in ethics and logic, and was also auditor of the Historical Society—an honour which was recently attained by his eldest son. He was called to the Bar in 1839, and joined the Leinster Circuit. Like many other eminent lawyers who have entered the Profession without the advantages of professional connection, he was for some years without practice. In 1845 he published, in conjunction with Mr. Nunn, a valuable work entitled "The Irish Justice of the Peace," which continued to be the text-book in that branch of the law, until it was rendered obsolete by recent legislation. We find his name in the volumes of the Irish Equity Reports from 1843 to 1852, as a contributor of reports of cases in the Court of Chancery. In 1857 Mr. Walsh was called to the Inner Bar, and at once took a leading position, both on his circuit and at the Chancery Bar. In 1859 he was appointed a Crown Prosecutor, at Green-street, by the present Chief Justice, then Attorney-General; an office which he held until he was appointed Attorney-General in 1866, and became himself the patron of the office which he vacated.

On the accession of Lord Derby's Ministry to power in 1866, and the elevation to the Bench of their former law officers, Mr. Walsh was admittedly the foremost member of the Conservative party at the Irish Bar. His distinguished University career, the reputation which he had achieved in his profession, and the consistency with which he had maintained his political opinions, recommended him to the confidence of the electors of the University of Dublin, who had just lost the services of Mr. Whiteside. Mr. Walsh was returned without opposition, and took his seat in the House of Commons; but his Parliamentary career was short. The dissolution of Parliament followed close upon his election, and before the Long Vacation was over Mr. Walsh had become Master of the Rolls. Of the manner in which he discharged the duties of that high office we have already spoken; and on this subject there is, we believe, but one opinion. He proved himself a worthy occupant of a seat which has been filled by such distinguished predecessors as Curran, O'Loghlen, Blackburne, and Smith. Before no other judge did the advocate of a righteous cause appear with greater confidence, and we may add with greater pleasure. In conducting the routine business of his court, the hearing of motions and summary petitions, the late Master attained the golden mean between laxity and obstructiveness. His judgment in the *cause célèbre* of *MacCormac v. Queen's University*, affords a good specimen of the manner in which he dealt with intricate and difficult legal questions. The career of the eminent judge of whom death has deprived us, affords a striking illustration of the legitimate success which, sooner or later, awaits ability, industry, and probity in the honourable profession of which John Edward Walsh was so distinguished an ornament.—*Irish Law Times*.

BREAKFAST—EPPS'S COCOA—GRATEFUL AND COMFORTING.—The very agreeable character of this preparation has rendered it a general favourite. The *Civil Service Gazette* remarks:—"By a thorough knowledge of the natural laws which govern the operations of digestion and nutrition, and by a careful application of the fine properties of well-selected cocoa, Mr. Epps has provided our breakfast tables with a delicately flavoured beverage which may save us many heavy doctors' bills." Made simply with boiling water or milk. Sold only in tinned packets, labelled.—JAMES EPPS and Co., Homoeopathic Chemists, London.

THE COURTS & COURT PAPERS.

SITTINGS AND CAUSE LIST IN MICHAELMAS TERM, 1869.

Equity Courts.

Court of Appeal in Chancery. (Before the LORD CHANCELLOR.)

At Westminster.	
Tuesday... Nov. 2	Appeal motions and appeals
At Lincoln's-inn.	
Wednesday..... 3	Petitions and appeals
Thursday..... 4	Appeals
Friday..... 5	Ditto
Saturday..... 6	Ditto
Monday..... 8	Ditto
Tuesday..... 9	Ditto
Wednesday..... 10	Ditto
Thursday..... 11	Appeal motions and appeals
Friday..... 12	Appeals
Saturday..... 13	Ditto
Monday..... 15	Ditto
Tuesday..... 16	Ditto
Wednesday..... 17	Ditto
Thursday..... 18	Appeal motions and appeals
Friday..... 19	Appeals
Saturday..... 20	Ditto
Monday..... 22	Ditto
Tuesday..... 23	Ditto
Wednesday..... 24	Petitions and appeals
Thursday..... 25	Appeal motions and appeals

(Before the LORDS JUSTICES.)

At Westminster.	
Tuesday... Nov. 2	Appeal motions
At Lincoln's-inn.	
Wednesday..... 3	Appeals
Thursday..... 4	Ditto
Friday..... 5	Petitions in lunacy, appeal petitions, bankrupt appeals, and appeals
Saturday..... 6	Appeals
Monday..... 8	Ditto
Tuesday..... 9	Appeals from the county palatine of Lancaster and appeals
Wednesday..... 10	Appeals
Thursday..... 11	Ditto
Friday..... 12	Petitions in lunacy, appeal petitions, bankrupt appeals, appeal motions, and appeals
Saturday..... 13	Appeals
Monday..... 15	Ditto
Tuesday..... 16	Ditto
Wednesday..... 17	Ditto
Thursday..... 18	Ditto
Friday..... 19	Petitions in lunacy, appeal petitions, bankrupt appeals, appeal motions, and appeals
Saturday..... 20	Appeals
Monday..... 22	Ditto
Tuesday..... 23	Ditto
Wednesday..... 24	Ditto
Thursday..... 25	Appeal motions and appeals

Such days as the Lords Justices shall be engaged in the full Court, or at the Judicial Committee of the Privy Council, are excepted.

Rolls Court.

At Westminster.	
Tuesday... Nov. 2	Motions and general paper
At Chancery-lane.	
Wednesday..... 3	General paper
Thursday..... 4	Ditto
Friday..... 5	Ditto
Saturday..... 6	Petitions, short causes, adjourned summonses, and general paper
Monday..... 8	General paper
Tuesday..... 9	Ditto
Wednesday..... 10	Ditto
Thursday..... 11	Motions and general paper
Friday..... 12	General paper
Saturday..... 13	Petitions, short causes, adjourned summonses, and general paper
Monday..... 15	General paper
Tuesday..... 16	Ditto
Wednesday..... 17	Ditto
Thursday..... 18	Motions and general paper
Friday..... 19	General paper
Saturday..... 20	Petitions, short causes, adjourned summonses, and general paper
Monday..... 22	General paper
Tuesday..... 23	Ditto
Wednesday..... 24	Ditto
Thursday..... 25	Motions and general paper

Unopposed petitions must be presented, and copies left with the Secretary on or before the Thursday preceding the Saturday on which it is intended they should be heard, and any causes intended to be heard as short causes must be so marked at least one clear day before the same can be put in the paper to be so heard.

V. C. Stuart's Court.

At Westminster.	
Tuesday... Nov. 2	Motions
At Lincoln's-inn.	
Wednesday..... 3	Causes
Thursday..... 4	Ditto
Friday..... 5	Petitions and causes
Saturday..... 6	Short causes and causes
Monday..... 8	Causes
Tuesday..... 9	Ditto
Wednesday..... 10	Ditto
Thursday..... 11	Motions and causes
Friday..... 12	Petitions and causes
Saturday..... 13	Short causes and causes
Monday..... 15	Causes
Tuesday..... 16	Ditto
Wednesday..... 17	Ditto
Thursday..... 18	Motions and causes
Friday..... 19	Petitions and causes
Saturday..... 20	Short causes and causes

Monday 22 Causes
 Tuesday 23 Ditto
 Wednesday 24 Ditto
 Thursday 25 Motions and causes

No cause motion for decree or further consideration can, except by order of the Court, be marked to stand over, if it be within twelve of the last cause or matter in the printed paper of the day for hearing.

V. C. Malins' Court.

At Westminster.
 Tuesday ... Nov. 2 Motions
 At Lincoln's-inn.
 Wednesday 3 General paper
 Thursday 4 Ditto
 Friday 5 Petitions and general paper
 Saturday 6 Short causes, adjourned sum-
 monses, and general paper
 Monday 8 General paper
 Tuesday 9 Ditto
 Wednesday 10 Ditto
 Thursday 11 Motions and general paper
 Friday 12 Petitions and general paper
 Saturday 13 Short causes, adjourned sum-
 monses, and general paper
 Monday 15 General paper
 Tuesday 16 Ditto
 Wednesday 17 Ditto
 Thursday 18 Motions and general paper
 Friday 19 Petitions and general paper
 Saturday 20 Short causes, adjourned sum-
 monses, and general paper
 Monday 22 General paper
 Tuesday 23 Ditto
 Wednesday 24 Ditto
 Thursday 25 Motions and general paper

V. C. James's Court.

At Westminster.
 Tuesday ... Nov. 2 Motions
 At Lincoln's-inn.
 Wednesday 3 General paper
 Thursday 4 Ditto
 Friday 5 Ditto
 Saturday 6 Petitions, short causes, adjourned
 summonses, and general paper
 Monday 8 General paper
 Tuesday 9 Ditto
 Wednesday 10 Ditto
 Thursday 11 Motions and general paper
 Friday 12 General paper
 Saturday 13 Petitions, short causes, adjourned
 summonses, and general paper
 Monday 15 General paper
 Tuesday 16 Ditto
 Wednesday 17 Ditto
 Thursday 18 Motions and general paper
 Friday 19 General paper
 Saturday 20 Petitions, short causes, adjourned
 summonses, and general paper
 Monday 22 General paper
 Tuesday 23 Ditto
 Wednesday 24 Ditto
 Thursday 25 Motions and general paper

Any causes intended to be heard as short causes before either of the Vice-Chancellors must be so marked at least one clear day before the same can be put in the paper to be so heard.

Common Law Courts.

Court of Queen's Bench.

SITTINGS AT NISI PRIUS—IN TERM.

Middlesex.

Wednesday Nov. 3 | Wednesday Nov. 17
 Wednesday Nov. 10

There will be no sittings in London this Term.

AFTER TERM.

Middlesex. Nov. 26 | Friday Dec. 10
 Friday Nov. 26 | Friday Dec. 10

SITTINGS IN BANCO.

Tuesday ... Nov. 2 Motions and new trials
 Wednesday 3 Ditto
 Thursday 4 Ditto
 Friday 5 Ditto
 Saturday 6 Crown paper
 Monday 8 Enlarged rules, motions, and new
 trials
 Tuesday 9 Special paper
 Wednesday 10 Crown paper
 Thursday 11 Motions and new trials
 Friday 12 Special paper
 Saturday 13 Crown paper
 Monday 15 Motions and new trials
 Tuesday 16 Special paper
 Wednesday 17 Crown paper
 Thursday 18 Motions and new trials
 Friday 19 Special paper
 Saturday 20 Crown paper
 Monday 22 Motions and new trials
 Tuesday 23 Ditto
 Wednesday 24 Ditto
 Thursday 25 Ditto

NEW TRIAL PAPER.

For Argument—Moved Michaelmas Term 1868.

LONDON—Richardson v. Du Bois
 [Hannen, J.—*Serjt. O'Brien*]

LONDON—Corner v. Kirkaldy
 [Hannen, J.—*Mr Herschell*]

LANCASTER—Gibson v. Mayor, &c., of Preston. (To be
 argued with demurrer) [Hannen, J.—*Solicitor-General*]

Moved Hilary Term 1869.

MIDDLESEX—Bew v. London Steamship Company
 [Blackburn, J.—*Mr D. Seymour*]

LONDON—Holloway v. Lumsden and another
 [L. C. J.—*Sir G. Honyman*]

LONDON—Jones v. Davis and another.
 [Blackburn, J.—*Mr J. Brown*]

LONDON—Bradlaugh v. Brooks
 [Blackburn, J.—*Mr D. Seymour*]

AYLESBURY—Reg. v. Snowball
 [Keating J.—*Mr H. Matthews*
 Tried during Term.

MIDDLESEX—Temple v. Davey [Lush, J.—*Mr H. Lloyd*
 MIDDLESEX—Cramer and Co. v. Harrison [Lush, J.—*Mr Pike*

MIDDLESEX—Dobson and Wife v. Comfort [Lush, J.—*Mr Lewis*

Moved Easter Term 1869.

MIDDLESEX—Saurin v. Starr and another
 [L. C. J.—*Mr Mellish*

MIDDLESEX—Moriarty v. The London, Chatham, and
 Dover Railway Company [Lush, J.—*Mr Giffard*

LONDON—Barber v. Fleming [Hannen, J.—*Mr Milward*
 LONDON—Davies v. Walker [Hayes, J.—*Mr Smith*

SUSSEX—Arnold v. Blaker and another
 [Bramwell, B.—*Mr C. Pollock*

SUSSEX—Austin v. Blaker and another
 [Bramwell, B.—*Mr C. Pollock*

CARLISLE—Banks v. Goodfellow [Brett, J.—*Mr Manisty*
 LIVERPOOL—Jones (P.O.) v. Hill [Brett, J.—*Mr Hodgson*

LIVERPOOL—Holmwood v. The Australian Insurance
 Company [Brett, J.—*Mr Quain*

GLOUCESTER—Williams and another v. Williams
 [Hannen, J.—*Mr Huddleston*

WARWICK—Swain v. Jones [Cleasby, B.—*Mr Field*
 YORK—Redway v. The Tees Conservancy [Cleasby, B.—*Mr Price*

SWANSEA—Thomas v. The Rhymney Railway Company
 [L. C. B.—*Mr Giffard*

HANTS—Gundry v. The Royal Insurance Company
 [Byles, J.—*Mr Kingdon*

WILTS—Diamond v. Haines [Smith, J.—*Mr Kingdon*
 WILTS—Phillips and others v. The Great Western Rail-
 way Company [Smith, J.—*Mr Kingdon*

BRISTOL—Cairncross (P.O.) v. Schorndorf, sued, &c.
 [Smith, J.—*Mr H. T. Cole*

Tried during Term.

MIDDLESEX—Burke v. The East and West Junction
 Railway Company [Mellor, J.—*Mr Williams*

MIDDLESEX—Cross v. Warter [Mellor, J.—*Mr J. Brown*

Moved Trinity Term 1869.

MIDDLESEX—Cramer and Co. v. Mott [Mellor, J.—*Mr Pike*
 LONDON—Chillingworth v. Warner [Mellor, J.—*Mr Joyce*

Tried during Term.

MIDDLESEX—Bull v. O'Sullivan [Hannen, J.—*Mr Benjamin*
 MIDDLESEX—Dennett v. Atherton [Hannen, J.—*Mr Serjt. Parry*

MIDDLESEX—Itzstein v. Podmore [Hannen, J.—*Mr T. Salter*
 MIDDLESEX—Brookwell v. Iggulden [Hannen, J.—*Mr J. Brown*

MIDDLESEX—Robinson v. Bayley [Hannen, J.—*Mr Day*

SPECIAL PAPER.

For Judgment.

Longbottom v. Berry and another. Special case
 Francis v. Cockrell. Special case
 Godard v. Gray. Demurrer
 Dawkins v. Paulet. Demurrer

For Argument.

Robinson v. Mayor, &c. of Cambridge. Demurrer
 Hunt v. Ryde Commissioners. Demurrer. (To be
 argued with special case)

Musgrave, Bart., v. Inclosure Commissioners for Eng-
 land and Wales. Special case
 Gibson v. Mayor, &c. of Preston, &c. Demurrer. (To
 be argued with new trial)

Hattersley v. Central Wales Railway. Special case
 Turner v. Cameron. Special case
 Franklin v. Llantrissant and Taff Vale Railway Com-
 pany. Special case

Ireland v. Livingston. Special case
 Spittle v. Horton and others. Special case
 Pencock v. Young and another. Appeal
 Nicoll v. Trinidad Petroleum Company. Special case.

Pendreigh v. Watson. Demurrer
 Meek v. Swann. Demurrer
 Hudson and others v. The Thames Conservators.

Special case
 Fletcher v. Mayor, &c., of Bath. Demurrer
 Woolf and another v. Sergeant. Demurrer
 Myers v. Jessell. Appeal

Ratcliffe v. Marzetti. Special case.
 Richardson v. Jones (Executor). Demurrer
 Carpenter v. Alexander and another. Appeal

Dance v. Bruges (Trading), &c. Appeal
 Bowring v. Shepherd. Special case
 McGregor v. Isle. Demurrer

Smith v. Buckingham. Demurrer
 The Board of Works for the Poplar District v. Love.
 Demurrer

Ouyett v. Brown. Appeal
 Notara and another v. Henderson and others. Special
 case

North of England Iron Steamship Company v. Arm-
 strong. Special case
 Gray v. Carr. Special case.
 Griffith and others v. Knight. Special case.

White and another v. Buckingham and another. Special
 case.
 Stretton v. The Great Western and Brentford Railway.

Special case.
 Gaudet and others v. Ooteroth. Demurrer.
 Wadham v. Ward. Demurrer.

Hoare v. White. Special case.
 McNabb and another v. The Taff Vale Railway Company.
 Special case.

Hallett and another v. Harvey. Special case.
 Cliff v. The Midland Railway Company. Demurrer.
 Edwards v. Parry. Demurrer.

Allen v. Graves. Special case.
 Lermitto v. Walters. Special case.
 The Ipswich Dock Commissioners v. The Great Eastern
 Railway Company. Special case.

The Board of Works for Greenwich District v.
 Maudsley and others. Special case.
 Beecher v. The Great Eastern Railway Company.
 Special case.

Grice v. Henwick. Appeal.

ENLARGED RULES.

First Day.

In the Matter of John Charles Edward Wiegall
 [Mr T. Jones; Mr Prentice
 Dignam v. Bailey [Mr Griffiths
 SURREY—Reg. v. The Surrey and Sussex Junction Rail-
 way Company [Mr Cole; Mr Field
 LINCOLNSHIRE (parts of Lindsey)—Reg. v. The Justices
 of the parts of Lindsey, and Crowther Adams [Mr Shield

CROWN PAPER.

For argument.

LIVERPOOL—Poor Law Commissioners (of Ireland) v.
 The Select Vestry of the parish of Liverpool

LINCOLNSHIRE—Joseph Harrison v. Adams
 LANCASHIRE—Hall v. Potter

SURREY—London and Suburban Land Company v. The
 Guardians of Kingston Union.

BEDFORDSHIRE—The Guardians of Luton v. Brickwood
 WORCESTERSHIRE—Mercer v. The Rev. H. A. Woodgate

SURREY—Smith v. Mackle
 ESSEX—The Rev. J. F. Colls, D.D. v. The Churchwar-
 dens of Laidon

MIDDLESEX—Reg. v. The Vestry of St. Luke's, Chelsea
 MIDDLESEX—Steele v. The Midland Railway Company

BEDFORDSHIRE—Reg. v. The Inhabitants of Odell
 YORKSHIRE, W. R.—Cooker v. Cardwell

CARNARVON—Kent v. Ashley
 LONDON—Drew v. Carter

STAFFORDSHIRE—Deakin v. Deakin
 CARDIFF—The Cardiff Gas Light and Coke Company v.
 Samuel

BUCKS—Rankin v. Forbes
 KENT—Johnson v. Fenner (alias Levy)

SURREY—Reg. v. The Guardians of the Poor of Kingston
 Union

NOTTINGHAM—Wortly v. The Nottingham Local Board
 YORKSHIRE, W. R.—Beavers v. Berry and others

GLAMORGANSHIRE—Reg. v. The Aberdare Canal Com-
 pany

C. C. COURT—Simpson v. The Queen (plaintiff in error)
 MET. POLICE DISTRICT—Dodd v. The Vestry of St.
 Pancras

HUNTINGDON—Allen v. Wortley
 NORTHUMBERLAND—The Blyth Harbour Dock Company
 v. The Guardians of Tynemouth Union

ENGLAND—Reg. v. The Commissioners for the reduction
 of the National Debt

MET. POLICE DISTRICT—Wright v. Clarke
 DEVONSHIRE—Thomas v. Alsop

MET. POLICE DISTRICT—Morris v. Clarke
 SUSSEX—The Trustees of Brighton Turnpike Roads v.
 The Surveyors of the Parish of Preston

SURREY—The Trustees of Brighton Turnpike Roads v.
 The Surveyors of the Parish of Patcham

DERBY—Patrick v. Gilbert

Common Pleas.

SITTINGS AT NISI PRIUS—IN TERM.

Middlesex.

Wednesday Nov. 3 | Wednesday Nov. 17
 Wednesday Nov. 10

There will be no sittings in London this Term.

AFTER TERM.

Middlesex. Nov. 26 | Friday Dec. 10
 Friday Nov. 26 | Friday Dec. 10

SITTINGS IN BANCO.

Tuesday 2 Motions and new trials
 Wednesday 3 Ditto
 Thursday 4 Ditto
 Friday 5 Ditto
 Saturday 6 Ditto
 Monday 8 Special paper
 Tuesday 9 Motions and new trials
 Wednesday 10 Ditto
 Thursday 11 Special paper
 Friday 12 Motions and new trials
 Saturday 13 Ditto
 Monday 15 Special paper
 Tuesday 16 Motions and new trials
 Wednesday 17 Ditto
 Thursday 18 Special paper
 Friday 19 Motions and new trials
 Saturday 20 Ditto
 Monday 22 Ditto
 Tuesday 23 Ditto
 Wednesday 24 Ditto
 Thursday 25 Ditto

NEW TRIAL PAPER.—ENLARGED RULE.

In the matter of Thomas Eaton, gent. (one, &c.)
 [Mr Garth

Moved Michaelmas Term 1868.
 SURREY—The Merchants Company (Limited) v. Benthall
 [Wilkes, J.—*Mr T. Brown*

Moved Easter Term 1869.

LONDON—Younger and another v. Nettleton
 [Keating, J.—*Mr Lopes*

MANCHESTER—Tatham and another v. Dania
 [Lush, J.—*Mr Manisty*

Moved Trinity Term 1869.

MIDDLESEX—Chichester and another v. Luck
 [Keating, J.—*Mr Gibbons*

MIDDLESEX—Abrey v. Crux [Keating, J.—*Mr H. James*
 LONDON—Iliffe v. Ellison [Wilkes, J.—*Mr Garth*

LONDON—Brooks v. Blain [Byles, J.—*Serjt. O'Brien*

For Judgment.

Baughan v. Physick
 Swarbrick v. Beswick

SPECIAL PAPER.

Williams v. Grenough. Special case. (Remitted to
 Arbitrator)

Vivian and others v. The Mersey Dock and Harbour
 Board. Special case

Ames v. Waterlow. Demurrer
 Grant v. Grant. Special case

The Great Eastern Railway Company v. Jacob. Special
 case

Bristowe v. Booth. Special case
 Barnes v. Johnson. Special case
 Eytton (Clerk) v. Jones and others. Special case
 Hooper v. Marshall. Demurrer

KEAL, TAYLOR, bricklayer, Hulme. Pet. Oct. 18. Reg. & O. A. Hulton. Sol. Ellithorne, Manchester. Sur. Nov. 6.
 LEE, JAMES, beer retailer, Hulme. Pet. Oct. 18. Reg. & O. A. Hulton. Sol. Ellithorne, Manchester. Sur. Nov. 6.
 LEAD, REUBEN, beer retailer, Manchester. Pet. Oct. 18. Reg. & O. A. Kay. Sol. Ambler, Manchester. Sur. Nov. 11.
 MATTHEWS, EDWARD, dealer in fancy goods, Blackpool. Pet. Oct. 18. O. A. Turner. Sol. Bellingham, Liverpool. Sur. Nov. 5.
 MILLS, HENRY, French Colliery, Salford. Pet. Oct. 18. Reg. & O. A. Hulton. Sol. Gardner, Manchester. Sur. Nov. 6.
 MORRIS, ALFRED, tailor, Clay-cross. Pet. Oct. 16. Reg. & O. A. Wake and Waller. Sol. Gee, Chesterfield. Sur. Nov. 9.
 NELSON, RICHARD, colliery head keeper, Pelton. Pet. Oct. 20. Reg. Gibson. O. A. Laidman. Sol. Steel, Sande-land. Sur. Nov. 3.
 OAKLEY, RICHARD, and BROWN, WILLIAM, millers, Shrewsbury. Pet. Oct. 20. Reg. Tudor. O. A. Kinnear. Sols. Scarth and Sprott, Shrewsbury; and James and Griffin, Birmingham. Sur. Nov. 5.
 PAINTER, WILLIAM, carpenter, Whitehall. Pet. Oct. 18. Reg. & O. A. Marley and Gibbs. Sur. Nov. 5.
 PAUL, HUGH JAMES, engineer, Crumpsall, near Manchester. Pet. Oct. 20. Reg. & O. A. Kay. Sol. Needham, Manchester. Sur. Nov. 11.
 PEARMAN, JAMES, pork butcher, Birmingham. Pet. Oct. 20. Reg. Tudor. O. A. Kinnear. Sol. Free, Birmingham. Sur. Nov. 3.
 PINCHIN, JAMES, builder, Market Lavington. Pet. Oct. 15. Reg. & O. A. Norton. Sol. Rawlings, Melkham. Sur. Nov. 4.
 POWELL, JOHN, innkeeper, Abergavenny. Pet. Oct. 16. Reg. & O. A. Batt. Sol. Gardner, Abergavenny. Sur. Nov. 2.
 RAYNER, WILLIAM HENRY, ironmonger, Cliftonville. Pet. Oct. 18. Reg. & O. A. Evershed. Sol. Holtham, Brighton. Sur. Nov. 4.
 ROBINSON, BENJAMIN, coal dealer, Nottingham. Pet. Oct. 19. Reg. Tudor. O. A. Harris. Sol. Belk, Nottingham. Sur. Nov. 3.
 ROBINSON, EDWIN, innkeeper, Heckmondwike. Pet. Oct. 18. O. A. Young. Sol. Schwa and Bearey, Dewsbury, and Simpson, Leeds. Sur. Nov. 8.
 SAVAGE, HENRY, bookseller, Newcastle. Pet. Oct. 20. Reg. Gibson. O. A. Laidman. Sol. Johnson, Newcastle. Sur. Nov. 10.
 SETHWICK, EDWIN, cabinet maker, Rochdale. Pet. Oct. 12. Reg. & O. A. Jackson. Sol. Wood, Rochdale. Sur. Nov. 4.
 STAD, DANIEL, greengrocer, Rochdale. Pet. Oct. 14. Reg. & O. A. Jackson. Sol. Law, Manchester. Sur. Nov. 4.
 STEINWELL, WILLIAM, bricklayer, Gainsborough. Pet. Oct. 16. Reg. & O. A. Burton. Sol. Black, Gainsborough. Sur. Nov. 4.
 TAYLOR, GEORGE, shopkeeper, Littlemore, in Newbold. Pet. Oct. 18. Reg. & O. A. Wake and Waller. Sol. Cutts, Chesterfield. Sur. Nov. 9.
 TOLINSON, WILLIAM, grocer, Hanley. Pet. Oct. 18. Reg. & O. A. Chalton. Sol. Smith, Hanley. Sur. Nov. 12.
 WALKER, WILLIAM, boiler manufacturer, Lindley, near Huddersfield. Pet. Oct. 19. O. A. Young. Sols. Clough, Huddersfield, and Simpson, Leeds. Sur. Nov. 8.
 WALL, JAMES, and PARSONS, THOMAS CHARLES, plumbers, Heston North. Pet. Oct. 18. Reg. Fardell. O. A. McNeill. Sol. Johnson, Manchester. Sur. Nov. 8.
 WARDLE, WILLIAM, stonemason, Walton. Pet. Oct. 14. Reg. & O. A. Hime. Sur. Nov. 4.
 WIGGINTON, JAMES, labourer, Knossington. Pet. Oct. 18. Reg. & O. A. Hime. Sur. Nov. 4.
 WILLARD, THOMAS GEORGE, victualler, Rugby. Pet. Oct. 18. Reg. Tudor. O. A. Kinnear. Sols. Messrs. Hodgson, Birmingham. Sur. Nov. 5.
 WORTHINGTON, ISAAC, formerly innkeeper, Hartford. Pet. Oct. 19. O. A. Turner. Sol. Brock, Nantwich. Sur. Nov. 5.
 WYAT, JOHN, butcher, Giggleswick. Pet. Oct. 18. Reg. & O. A. Atkinson. Sol. Robinson, Settle. Sur. Nov. 4.
 YOUNG, HENRY, and OSWALD, mercantile clerk, Birkenhead. Pet. Oct. 19. Reg. & O. A. Wason. Sol. Lea, Liverpool. Sur. Nov. 10.

Gazette, Oct. 26.

To surrender at the Bankrupts' Court, Basinghall-street.
 ALLARD, THOMAS, decorator, Caledonian-rd. Pet. Oct. 22. Reg. Murray. O. A. Parkyns. Sol. Hicks, Coleman-st. Sur. Nov. 8.
 ASTON, THOMAS, out of business, Quaker's-row, Cambridge-st. Pet. Oct. 21. Reg. Murray. O. A. Parkyns. Sols. Harper, Broad, and Manby, Rood-ls. Sur. Nov. 8.
 BACKHURST, WILLIAM, BACKHURST, ANDREW, and BACKHURST, JAMES, builders, Wood Green. Pet. Oct. 22. Reg. Murray. O. A. Parkyns. Sol. Portman. Sol. Portman. Sur. Nov. 8.
 BARNETT, HENRY, brush manufacturer, Holland-st. Blackfriars-rd. Pet. Oct. 22. Reg. Murray. O. A. Parkyns. Sol. Edwards, Bath-ls. Cannon-st. Sur. Nov. 8.
 BARTLEY, RICHARD, licensed victualler, Drury-st. Drury-ls. Pet. Oct. 20. Reg. Murray. O. A. Parkyns. Sols. Messrs. Lewis, Ely-pl. Holborn. Sur. Nov. 11.
 BEAN, GEORGE, warehouseman, Hornsey-pk-rd. Pet. Oct. 21. Reg. Murray. O. A. Parkyns. Sol. Stanley, Austin-friars, Old Broad-st. Sur. Nov. 8.
 BECHENO, ASHTON, CROFTS, draper, Southampton. Pet. Oct. 23. Reg. Murray. O. A. Parkyns. Sols. Wilkinson and Howlett, Bedford-st. Covent-garden, agents for Guy, Southampton. Sur. Nov. 8.
 BOWENARD, LOUIS, commission agent, Albert-ter, Clapham-rd. Pet. Oct. 22. Reg. Murray. O. A. Parkyns. Sols. Plevins and Irvine, Mark-ls. Sur. Nov. 8.
 BRITTON, GEORGE, plumber, Spencer's Wood, near Reading. Pet. Oct. 21. Reg. Murray. O. A. Parkyns. Sol. Cooke, Gresham-bldgs. Guildhall. Sur. Nov. 8.
 BROWN, JESSE JOHN, auctioneer's clerk, Dulwich-rd. Dulwich. Pet. Oct. 23. Reg. Murray. O. A. Parkyns. Sols. Harcourt and Macarthur, Moorgate-st. Sur. Nov. 10.
 BUCK, JAMES, jun., plasterer, High-st. Poplar. Pet. Oct. 20. Reg. Murray. O. A. Parkyns. Sol. Lawrence, Lincoln's-inn-bldgs. Sur. Nov. 8.
 EATE, WILLIAM, shipwright, Sheerness. Pet. Oct. 20. Reg. Murray. O. A. Parkyns. Sol. Ribby, Gresham-st. Sur. Nov. 8.
 EMBLTON, JOHN WILLIAM, brewer, Brandon-st. Walworth. Pet. Oct. 19. O. A. Paget. Sur. Nov. 10.
 ETCHICHI, ELIZABETH, governess, Blackheath. Pet. Oct. 20. Reg. Roche. O. A. Parkyns. Sur. Nov. 15.
 FOSTER, HENRY JAMES GRAYVILLE, grocer, Caledonian-rd. Pet. Oct. 22. Reg. Murray. O. A. Parkyns. Sols. Messrs. Digby, Lincoln's-inn-fields. Sur. Nov. 8.
 GARNER, THOMAS, out of business, Bromley. Pet. Oct. 23. Reg. Murray. O. A. Parkyns. Sol. Begbie, Essex-st. Strand. Sur. Nov. 10.
 GOLDSTONE, REUBEN, woollen draper, Carnaby-st. Regent-st. Pet. Oct. 23. Reg. Murray. O. A. Parkyns. Sol. Scarth, Welbeck-st. Cavendish-sq. Sur. Nov. 10.
 GRACE, GEORGE, baker, Southampton. Pet. Oct. 23. Reg. Murray. O. A. Parkyns. Sols. Wilkinson and Howlett, Bedford-st. Covent-garden, for Guy, Southampton. Sur. Nov. 10.
 HESSET, HENRY, fruiterer, Cookham Dean, near Maidenhead. Pet. Oct. 23. Reg. Murray. O. A. Parkyns. Sol. Cooke, Gresham-bldgs. Sur. Nov. 10.
 HUDSON, SAMUEL, rag dealer, Bromwell's-rd, Clapham. Pet. Oct. 15. O. A. Paget. Sur. Nov. 10.
 JOHNSON, HEPHIZIAH, dressmaker, Gloucester-ter, South Norwood. Pet. Oct. 23. Reg. Murray. O. A. Parkyns. Sol. Watson. Sur. Nov. 10.
 JOHNSON, HENRY, wine, auctioneer, Holborn-hill, Holborn. Pet. Oct. 21. Reg. Murray. O. A. Parkyns. Sols. Messrs. Lewis, Ely-pl. Holborn. Sur. Nov. 8.
 LAY, WILLIAM ALEXANDER, sauce manufacturer, Frampton-pk-rd. Pet. Oct. 21. O. A. Paget. Sol. Brighton, Bishopsgate-st. Sur. Nov. 10.
 LOWMAN, GEORGE, licensed victualler, Basinghall-st. Pet. Oct. 22. Reg. Murray. O. A. Parkyns. Sol. Burt, Guildhall-chmbs. Sur. Nov. 8.
 McDONALD, ARCHIBALD, corn broker, Linton-st, Islington. Pet. Oct. 21. Reg. Peppy. O. A. Graham. Sur. Nov. 11.
 MACALL, WILLIAM, carpenter, Crescent-rd, Plumstead. Pet. Oct. 20. Reg. Roche. O. A. Parkyns. Sur. Nov. 15.
 MITCHELL, WILLIAM, carpenter, Durnford. Pet. Oct. 23. Reg. Murray. O. A. Parkyns. Sol. Ribby, Gresham-st. Sur. Nov. 8.
 MORRIS, HENRY, out of business, Charlotte-st, Buckingham-gate. Pet. Oct. 22. O. A. Paget. Sol. Murray, Great St. Helen's. Sur. Nov. 10.
 OSBORNE, JOSEPH JOHN, builder, Devonshire-pl, Turnham-green. Pet. Oct. 21. Reg. Murray. O. A. Parkyns. Sol. Hales, Clifford's-ls. Pet. Oct. 21. Reg. Murray. O. A. Parkyns. Sur. Nov. 11.
 PALMER, ROBERT FOULE, and NEWNES, EDWARD, but. Croxey, Queen's-rd, Bloomsbury. Reg. Peppy. O. A. Graham. Sol. Pullen, Queen's-rd, Bloomsbury. Sur. Nov. 11.
 PETERSON, JOHN NICHOLAS, clerk, Leadenhall-st. Pet. Oct. 23. Reg. Murray. O. A. Parkyns. Sols. Messrs. Young, Mark-ls. Sur. Nov. 10.
 RUTTER, JOHN RALPH SNEYD, commercial traveller, Antill-rd. Reg. Pet. Oct. 21. O. A. Paget. Sol. Holmes, Fenchurch-st. Sur. Nov. 10.

PRIESTMAN, WILLIAM, metal broker's clerk, Northfleet. Pet. Oct. 21. Reg. Murray. O. A. Parkyns. Sols. Elmslie, Forsyth, and Sedgwick, Leadenhall-st. Sur. Nov. 8.
 ROBERTS, GEORGE WILLIAM, trimmer, manufacturer, Adde-st, and Angel Park-villas, Brixton. Pet. Oct. 23. Reg. Murray. O. A. Parkyns. Sol. Breden, Union-court, Old Broad-st. Sur. Nov. 8.
 RUMBL, GEORGE, bricklayer, Queen-st-south, Camberwell. Pet. Oct. 21. Reg. Murray. O. A. Parkyns. Sol. Mayo, Kennington-pk-rd. Sur. Nov. 10.
 SHERID, JOHN HENRY, bootmaker, Hampstead-rd. Pet. Oct. 22. Reg. Murray. O. A. Parkyns. Sols. Lewis, Murns, and Co., Old Jewry. Sur. Nov. 8.
 SHEPHERD, JOHN BROADWOOD, pianoforte tuner, Sloane-sq., Chelsea. Pet. Oct. 23. Reg. Murray. O. A. Parkyns. Sol. Godfrey, Hatton-garden. Sur. Nov. 10.
 SILK, CHARLES, pork butcher, Tower-st, Waterloo-rd. Pet. Oct. 22. Reg. Murray. O. A. Parkyns. Sol. Dale, Jun., Gray's-inn-sq. Sur. Nov. 8.
 SPILLER, JOHN THOMAS, fishmonger, John's-ter, Lambeth. Pet. Oct. 21. Reg. Murray. O. A. Parkyns. Sol. Ditton, Ironmonger-ls. Sur. Nov. 8.
 STAINES, JAMES, wine cooper, Swan-st, Minor's, and Goodman's-fields. Pet. Oct. 22. Reg. Murray. O. A. Parkyns. Sol. Lawrence, Lincoln's-inn-fields. Sur. Nov. 10.
 STANNARD, EDWARD JENNER, wine merchant, Carlton-rd, Bayswater. Pet. Oct. 23. Reg. Peppy. O. A. Graham. Sol. Miller, Bebb, Com Hill, Sur. Nov. 11.
 SUFFIELD, JOHN, out of business, Bloomfield-rd, Bow. Pet. Oct. 22. Reg. Murray. O. A. Parkyns. Sol. Lawrence, Lincoln's-inn-fields. Sur. Nov. 10.
 TOMPKINS, ABRAHAM HANSELL, hay dealer, Tysoe-st, Clerkenwell. Pet. Oct. 21. Reg. Murray. O. A. Parkyns. Sol. Cooke, Gresham-bldgs. Sur. Nov. 8.
 WEBB, GEORGE, commission agent, Fenchurch-st, and Colvestone crescent, Dalston. Pet. Oct. 23. Reg. Murray. O. A. Parkyns. Sol. Peeverly, Gresham-bldgs, Guildhall. Sur. Oct. 19.
 WITHERS, EDWARD, ivory stable keeper, John's-mews, Bedford-row. Pet. Oct. 23. Reg. Peppy. O. A. Graham. Sol. Young, Bedford-row. Sur. Nov. 11.
 WOODHOUSE, CHARLES, builder, Manor-ter, Chiswick. Pet. Oct. 23. Reg. Murray. O. A. Parkyns. Sol. Perry, Guildhall-chmbs. Sur. Nov. 10.

To surrender in the County.

AYERS, CHARLOTTE, Dover. Pet. Oct. 20. Reg. & O. A. Green-hay, Sol. Minter, Dover. Sur. Nov. 3.
 AYERS, JOHN, grocer, Wisbech St. Peter. Pet. Oct. 23. Reg. & O. A. Metcalf. Sol. Watson, Wisbech. Sur. Nov. 15.
 BAXTER, WILLIAM, jun., commission agent, Leeds. Pet. Oct. 22. O. A. Young. Sol. Rider, Leeds. Sur. Nov. 8.
 BRILL, TOM HILL, corker, Brighton. Pet. Oct. 21. Reg. & O. A. Evershed. Sol. Mills, Brighton. Sur. Nov. 10.
 BILLINGHAM, WILLIAM, sen., second-hand bookseller, Northampton. Pet. Oct. 23. Reg. & O. A. Dennis. Sol. Becke, Northampton. Sur. Nov. 13.
 BONEY, JOHN REED, confectioner, Exeter. Pet. Oct. 20. Reg. & O. A. Daw. Sol. Treherne, jun., Exeter. Sur. Nov. 6.
 BOWLES, GEORGE JOHN, poultryer, Woolston. Pet. Oct. 23. Reg. & O. A. Thorndike. Sol. Guy, Southampton. Sur. Nov. 3.
 BRIGGS, JOHN, cloth manufacturer, Osselt. Sur. Oct. 19. Reg. & O. A. Nelson. Sol. Striner, Osselt. Sur. Nov. 11.
 CLAPHAM, THOMAS, out of business, Gillington. Pet. Oct. 15. Reg. & O. A. Robinson. Sol. Rhodes, Bradford. Sur. Nov. 5.
 CLARKE, JOHN, blacksmith, Spalding. Pet. Oct. 16. Reg. & O. A. Borne. Sol. Selby, Spalding. Sur. Nov. 9.
 DALE, JOSEPH, coach builder, Skipton. Pet. Oct. 22. O. A. Young. Sol. Patchet, Skipton. Sur. Nov. 8.
 DAVIES, THOMAS, grocer, Ebbw Vale. Pet. Oct. 23. Reg. & O. A. Shepard. Sol. Harris, Tredegar. Sur. Nov. 13.
 DUNCAN, PETER, cabinet maker, Burley. Pet. Oct. 20. Reg. & O. A. Bury. Sol. Freeman, Huddersfield. Sur. Nov. 6.
 EMERY, SAMUEL PALMER, Wednesfield. Pet. Oct. 21. Reg. & O. A. Brown. Sol. Smith, Wolverhampton. Sur. Nov. 8.
 EVANS, HENRY JOHN, grocer, Leominster. Pet. Oct. 21. Reg. Tudor. O. A. Kinnear. Sols. James and Griffin, Birmingham. Sur. Nov. 5.
 FARNIE, JAMES, tea dealer, Sheffield. Pet. Oct. 21. Reg. & O. A. Wake and Rodgers. Sol. Messrs. Binney, Sheffield. Sur. Nov. 11.
 FAWCETT, JOHN HALDANE, jun., builder, Huddersfield. Pet. Oct. 20. Reg. & O. A. Jones, jun., Sol. Freeman, Huddersfield. Sur. Nov. 3.
 FIRTH, GEORGE, general dealer, Birkinshaw, near Leeds. Pet. Oct. 16. O. A. Young. Sur. Nov. 8.
 FLOCH, GEORGE, cloth manufacturer, Honley, near Huddersfield. Pet. Oct. 16. O. A. Young. Sur. Nov. 8.
 HANCOCK, JOSEPH, out of business, Kildgrove. Pet. Oct. 21. Reg. & O. A. Challinor. Sol. Sutton, Burslem. Sur. Nov. 13.
 HENRY, EDMUND, contractor, Naxby. Pet. Oct. 20. Reg. & O. A. A. Plevins, Merthyr Tydfil. Sur. Nov. 12.
 HOLHOUSE, GEORGE, horse dealer, Liverpool. Pet. Oct. 20. Reg. & O. A. Hime. Sol. Lumb, Liverpool. Sur. Nov. 5.
 JONES, WILLIAM, brewer, Bristol. Pet. Oct. 19. Reg. Wilde. O. A. A. Plevins, Merthyr Tydfil. Sur. Nov. 12.
 LANE, ALBERT DAVID, licensed victualler, Norwich. Pet. Oct. 19. Reg. & O. A. Palmer. Sur. Nov. 8.
 LEWIS, THOMAS, tailor, Merthyr Tydfil. Pet. Oct. 20. Reg. & O. A. Russell. Sol. Plevins, Merthyr Tydfil. Sur. Nov. 6.
 MORRIS, JOHN, innkeeper, Baginbun. Pet. Oct. 21. Reg. & O. A. Williamson. Sol. Davies, Holywell. Sur. Nov. 10.
 MOSS, EDMUND, out of business, Liverpool. Pet. Oct. 20. O. A. Turner. Sol. Thornley, Liverpool. Sur. Nov. 5.
 NAPPER, RICHARD, carpenter, North Cadbury. Pet. Oct. 22. Reg. & O. A. Meesiter. Sol. Bach, Burton. Sur. Nov. 11.
 OGIER, JAMES ISAAC, draper, Freemantle. Pet. Oct. 20. Reg. & O. A. Thorndike. Sol. Guy, Southampton. Sur. Nov. 3.
 PILCHER, ROBERT, out of business, Charlton. Pet. Oct. 20. Reg. & O. A. Greenhow. Sol. Minter, Dover. Sur. Nov. 3.
 RAMSEY, WILLIAM, common brewer, Halifax. Pet. Oct. 23. Reg. & O. A. Rankin. Sol. Storey, Halifax. Sur. Nov. 5.
 READ, JAMES, plumber, Tonbridge. Pet. Oct. 21. Reg. & O. A. Alleyne. Sol. Palmer, Tonbridge. Sur. Nov. 5.
 ROSS, WILLIAM, puddler, Darlington. Pet. Oct. 21. Reg. & O. A. Bowes. Sol. Wooler, Darlington. Sur. Nov. 21.
 SMART, GEORGE, beerhouse keeper, Cardiff. Pet. Oct. 22. Reg. & O. A. Langley. Sol. Morgan, Cardiff. Sur. Nov. 8.
 SMITH, JOHN, watchmaker, Oldham. Pet. Oct. 21. Reg. & O. A. Tweedie. Sol. Clark, Oldham. Sur. Nov. 10.
 SPEED, ROBERT STONEY, commission agent, Croft. Reg. & O. A. Bowes. Sol. Clayhills, Darlington. Sur. Nov. 9.
 STUART, HENRY, engineer, Pemberton. Pet. Oct. 23. O. A. Turner. Sols. Harrs and Culeham, Liverpool. Sur. Nov. 8.
 TREVILLAS, BENJAMIN, beer dealer, Jarroo-tyne. Pet. Oct. 23. Reg. & O. A. Tweedie. Sol. Ascroft, Oldham. Sur. Nov. 5.
 TURNER, ELEANOR, brewer, Penwortham. Pet. Oct. 9. O. A. Turner. Sol. Pemberton, Liverpool. Sur. Nov. 8.
 TURNER, JOHN, clerk, Birmingham. Pet. Oct. 18. Reg. & O. A. G. Sol. Allen, Birmingham. Sur. Nov. 19.
 UNTHACK, WILLIAM, spirit merchant's assistant, Stratton. Pet. Oct. 23. Reg. & O. A. Child. Sol. Hooper, West Hartlepool. Sur. Nov. 3.
 WALTON, FANNY, beer dealer, Great Butworth. Pet. Oct. 22. Reg. & O. A. Ceshire. Sol. Fletcher, Northwich. Sur. Nov. 6.
 WATSON, PETER, ale merchant, Whitby. Pet. Oct. 21. Reg. & O. A. Buchanan. Sol. Hunter, Whitby. Sur. Nov. 8.
 WEAVER, JAMES, labourer, Wolverhampton. Pet. Oct. 20. Reg. & O. A. Brown. Sol. Thurstons, Wolverhampton. Sur. Nov. 8.
 WILLIAMS, THOMAS, out of business, Wrexham. Pet. Oct. 21. Reg. & O. A. Edwards. Sol. Adams, Ruthin. Sur. Nov. 6.
 WINDSOR, GEORGE, grocer, Wednesbury. Pet. Oct. 23. Reg. Tudor. O. A. Kinnear. Sol. Brevitt, Darlington. Sur. Nov. 5.
 WINSPEY, CHARLES, ship repairer, Jarroo-tyne. Pet. Oct. 16. Reg. & O. A. Wawn. Sol. Brigid, jun., Durham. Sur. Nov. 2.

Ribidends.

The Official Assignees are given to whom apply for the Dividends.

Bacon, E. egg dealer, first 1s. 5⁴d. Parkyns, London. Bredie, J. and J. drapers and grocers, second 1s. 3⁴d. With first 1s. 2⁴d. on new proofs. Laidman, Newcastle. — Burns, T. victualler, first 7⁴d. Parkyns, London. — Cogar, W. A. bootmaker, first 1s. 3⁴d. Parkyns, London. — Howard, J. attorney, first 1s. 3⁴d. Parkyns, London. — Leinfaden and Jovier, merchants, first 1s. 3⁴d. Parkyns, London. — Marshall, H. builder, first 8s. Parkyns, London. — Peto and Bryan, army contractors, fifth 2s. 6⁴d. Parkyns, London. — Peto and Bryan, army contractors, second 2s. 6⁴d. Parkyns, London. — Theatres, J. jeweller, &c., first 1s. 3⁴d. Laidman, Newcastle.

Assignment, Composition, Inspectorship, and Trust Needs.

Gazette, Oct. 22.

ADAMS, ADAM, and ADAMS, THOMAS, llendrapers, Whitechapel-rd. Sept. 24. 12s. in 3, 6, and 9 mos from Sept. 20,—secured. Trusts. E. W. Parren, warehouseman, Cannon-st, and J. D. Viney, accountant, Cheap-side.
 ANDREWS, WILLIAM, tea dealer, Shrewsbury. Sept. 25. Trust. H. W. Badger, accountant, Shrewsbury.
 BARKER, THOMAS, accountant, Newcastle. Sept. 30. Trust. J. Spence, accountant, Newcastle.
 BLACK, JOHN, waiter, Grasmere. Sept. 25. Trust. W. Coward, shoemaker, Grasmere.
 BRADY, GEORGE, milliner, Camden-rd. Sept. 29. 6s. in 14 days.
 BRETT, THOMAS, jun., corn dealer, Homerton. Oct. 14. 2s. two equal instalments, in 3 and 6 mos.
 BROOKFIELD, WILLIAM, beerhouse keeper, Liverpool. Sept. 17. In full, by four equal instalments, on Jan. 1, April 1, July 1, and Oct. 1.
 CHILTON, ALEXANDER, draper, Southampton. Sept. 20. Trust. J. Edward, draper, Southampton.
 COOPER, WILLIAM, tinmer, Bradford. Sept. 13. 7s. 6⁴d. by three equal instalments, in 3, 6, and 9 mos. Trust. J. Stirk, pawnbroker, Bradford.
 COTMAN, EDWARD, jun., tea importer, Manchester. Sept. 29. 5s. in 2 mos—secured.
 CROSS, GEORGE THOMAS, veterinary surgeon, Thurgarton. Sept. 29. Trusts. E. O. Stockdale, merchant, and H. Plowright, ironmonger, both King's Lynn.
 DAVIS, EDWARD DRAY, manager, Newcastle. Oct. 16. 6s. 8⁴d.—3s. 2⁴d., and 1s. 8⁴d. on Mar. 1, July 1, and Sept. 1,—3s. guaranteed.
 DIAPER, EUSTACE, draper, Stowmarket. Sept. 24. Trusts. G. Hooper, Wood-st, and J. D. Gregory, Aldermanbury, both warehousemen.
 FLETCHER, JOHN THOMPSON, late shipbuilder, Park-villa, Belvedere-rd, Upper Norwood. Aug. 23. Trust. H. Dever, accountant, Lotherby.
 FOSTER, WILLIAM, and HITCHON, GEORGE, cotton spinners, Padbury, Trusts. J. Griffiths, commission agent, Manchester, and H. Dean, cotton manufacturer, Padbury.
 GAY, GEORGE DIGHT, glover, Exeter. Oct. 13. 5s. by two equal instalments on Jan. 13 and April 13,—guaranteed. Trust. E. Roberts, widow, Carey-st, Lincoln's-inn.
 GOLDSTRAY, HORATIO PARKER, stonemason, Chorlton-upon-Medlock. Sept. 4. 5s. by two equal instalments in 3 and 6 mos.
 GREENWOOD, WILLIAM, auctioneer, Devonport. Sept. 13. 4s. by four equal instalments in Jan., March, Sept., and Dec. 1870.
 GRILLIAM, WINTER, grocer, Spittlegate. Sept. 28. Trust. J. Geeson, grocer, and G. Willoughby, haberdasher, both Grantham.
 HAMMOND, HENRY STANLEY, grocer, Cardiff. Sept. 7. Trust. J. Hibberd, merchant, Cardiff.
 HANAY, CHARLES, grocer, Bridport. Sept. 23. 5s. 6⁴d.—3s. and 2s. 6⁴d. on Nov. 23 and Jan. 23. Trusts. W. Lane, yeoman, Uplympe, and F. Mason, wine merchant, Bridport.
 HARR, RICHARD, fishmonger, Wyeley, near West Drayton. Oct. 11.
 HARRIS, ROBERT, upholsterer, High Holborn. Sept. 27. 10s. by three equal instalments, in 3, 6, and 9 mos.
 HARWOOD, PETER, manufacturer, Foster-ls, Cheap-side. Oct. 19. 4s. 6⁴d.—2s. in 14 days and 2s. 6⁴d. in 3 mos—secured. Trust. S. W. Bages, gentleman, Kings-st, Cheap.
 HODGE, JOHN BARLOW, grocer, Ecclesfield. Oct. 9. Trusts. M. Y. Greathhead, tobaccoist, Sunderland, W. Booth, grocer, and C. Capsey, wholesale grocer, both Sheffield.
 HOLMAN, WILLIAM, baker, Albert-ter, Poplar. Oct. 19. 5s. by two equal instalments on execution and in 1 mo.
 HUDSON, GEORGE, fancy goods merchant, Tavistock-sq. Oct. 18. 2s. forthwith.
 JONES, JOHN, builder, Mortimer-rd, Kingsland, and St. Andrew's-hill, Doctors'-commons. Sept. 13. 19s. 11⁴d.—5s. in 3, 6, and 12 mos, and 4s. 11⁴d. in 24 mos.
 LAWSON, THOMAS, draper, Bermondsey New-rd. Sept. 20. Trust. G. B. Picken, draper, High-st, Borough.
 LEES, JAMES, and LEES, WILLIAM, common brewers, Denton. Oct. 12. 2s. by instalments of 4s. 2s. 2s. and 2s. in 8, 12, and 16 mos, and finally creditors in 9 mos.
 LEWIS, EDWARD PETERGREW, wine dealer, Liverpool. Oct. 11. Trusts. W. Ellison, wine merchant, and T. Biazard, brewer, both Liverpool.
 LLOYD, J. W. patent agent, Preston. Sept. 23. 1s. 6⁴d. in 10 days.
 LONGDEN, JOHN, general provision dealer, Brampton-moor. Sept. 24. Trust. W. Booth, wholesale grocer, Sheffield, and J. Bannister, corn factor, Workop.
 MARTIN, MICHAEL, miller, Hellingly. Sept. 23. Trusts. J. Bages, gentleman, and E. Davies, farmers, both Warrling. Sol. H. C. Slincock, Hallisham.
 MCGOWAN, JOHN, draper, Rochester. Sept. 20. Trusts. J. Irving, gentleman, Rochester, and I. McCutcheon, warehouseman, Friday-st.
 MELLAN, GUSTAV, chemist, Tichborne-st, Regent's-quadrant. Sept. 27. In full, with interest at 5 per cent. per annum, by instalments of 1s. 6⁴d. every 6 mos for first 2 years, 2s. 6⁴d. every 6 mos for succeeding 2 years, and 1s. 6⁴d. at end of next 6 mos.
 MIDDLETON, JOHN, boat builder, Wakefield. Sept. 24. Trusts. H. Middleton, farmer, Hill-top, near Wakefield, and T. Smith, timber merchant, Wakefield.
 MORRIS, REBECCA, oil and colourman, Woolwich. Sept. 21. Trust. H. A. Morris, refreshment-house keeper, Plumstead-combe.
 NEWMAN, LEVI, furniture dealer, Birmingham. Oct. 14. 2s. 6⁴d. in 1 mo. Trust. R. J. Cooper, agent, Oldbury.
 PRINCE, HENRY GEORGE, stonemason, Cross-st, South Hackney. Sept. 21. Trusts. W. Allen, stone merchant, Paul-st, Finsbury, and J. W. Scott, stonemason, Lodges-rd, South Hackney.
 RUST, FRANCIS, commission merchant, Cullum-st. Oct. 16. 1s. in 1 mo.
 SAUNDERS, STEPHEN, butcher, Nilton. Sept. 29. Trusts. A. Wake, cattle dealer, Nipwood, and C. Saunders, butcher, Newport.
 SAVAGE, BENJAMIN, upholsterer, Bedford. Oct. 5. 10s. on Nov. 10.
 SCHOLES, THOMAS, grocer, Oldham. Sept. 30. Trust. T. Whitehead, grocer, Oldham.
 SCULL, WILLIAM, ironmonger, Dowdals. Oct. 11. 3s. 6⁴d. by three instalments, 1s. in 1 mo, 1s. in 2 mos, and 1s. 6⁴d. in 4 mos,—secured.
 SIMPSON, JOSEPH, painter, Derby. Sept. 29. Trust. J. W. Barker, accountant, Derby.
 SLATER, DANIEL, builder, Birmingham. Sept. 22. 5s. by two equal instalments, on Oct. 5 and April 5,—guaranteed. Trust. J. Russell, gentleman, Balsall-leath.
 SLATER, CHARLES JOSEPH, and BOALER, AUSTIN, steel manufacturers, Sheffield. Sept. 23. Trusts. E. Liddell, bank manager, H. Parks, miller, Swainwick, near Bath.
 SMITH, JAMES, late innkeeper, Preston. Oct. 9. 2s. on Nov. 1.
 STEVENSON, HENRY RONALDI, grey cloth agent, Manchester. Oct. 19. 18s. 6⁴d. in 3 days.
 WATSON, EDWARD, provision merchant, West Smithfield. Oct. 1. Trusts. J. G. Smith, custom house agent, Gracechurch-st, and J. W. K. Baerselman, provision merchant, Great Tower-st.
 WELDON, EDWARD, mark marker, Sheffield. Oct. 11. Trust. W. Wilkinson, miller, Osberton, near Workop.
 WILKINSON, JOHN, draper, Wharfedale. Sept. 29. Trusts. M. Duckworth, farmer, and J. Ingham, corn miller, both Whalley.

Gazette, Oct. 26.

ALLEN, JOHN, farmer, Willsbury. Sept. 30. Trusts. H. R. Luckes, banker, and Robert Cope, Esq., both Ross.
 BRADEN, HENRY, grocer, St. John-st, West Smithfield. Oct. 23. 1s. in 1 mo.
 BROMLEY, JOHN MARSHALL, merchant, Penzance. Oct. 19. 9s. by three equal instalments, in 3, 6, and 9 mos.
 BURFORD, HENRY WILLIAM, baker, Bath. Oct. 6. 5s. by two equal instalments, in 3 and 6 mos from registration,—secured.
 BURK, ALFRED, builder, Appleford-rd, Upper Westbourne-pk. Sept. 1. 5s. by two equal instalments, in 3 and 6 mos from registration.
 CHADWICK, CHARLES EDWARD, auctioneer, Blackpool and Lytham. Sept. 23. 10s. by four equal instalments, on Jan. 1, April 1, and Aug. 1,—last two secured.
 CHADWICK, JAMES, grocer, Sheffield. Sept. 21. Trust. E. Longden, bacon factor, Sheffield.
 CLARK, GEORGE, draper, Margate. Oct. 9. Trusts. H. G. Bradley, Margate, and W. Clark, Ramsgate, both drapers.

COLLINS, JOHN, provision dealer, Liverpool. Sept. 29. Trust. T. R. Gatchell, wholesale provision merchant, Liverpool.

COX, FREDERICK, jeweller, Southampton-row. Oct. 1. 5s. in two equal instalments, in 1 and 4 mos from registration.

ENGLISH, EDWARD, butcher, Bromley. Oct. 21. 7s. 6d. by three equal instalments, in 1 week, and 3 and 6 mos from registration.

ESTLIN, CHARLES, draper, The Grove, Stratford. Sept. 29. Trust. J. T. Stutter, warehouseman, Wood-st.

GARDNER, HELEN LOUISA, schoolmistress, Lower Broughton. Sept. 30. Trust. Barker, accountant, Manchester.

GENT, GEORGE SAMUEL, butcher, Sheffield. Sept. 12. 2s. 6d. by two equal instalments, in 7 days from registration.

Trust. J. Mills, Sydney-st., Deptford.

GILES, PETER, and LEVINGSTON, JOHN, builders, Gateshead. Oct. 6. Trusts. J. F. Leech, ironmonger, and G. Bell, joiner, both Gateshead.

GUY, JOSEPH, and PARKER, DANIEL, drapers, Great Grimsey. Sept. 29. 12s. 6d. by three instalments of 5s., 4s., and 3s. 6d.—Trusts. C. J. Leaf, Old Change, and J. I. Hughes, Bow Church-yard, both warehousemen.

GWYNNE, JAMES, and VAUGHAN, JOHN, builders, Kingston. Sept. 27. Trust. H. F. Meredith, gentleman, Kingston.

HAGGER, ALFRED, ladies' outfitter, Edgeware-rd. Oct. 1. Trust. W. Morley, jun., warehouseman, Gutter-la.

HALL, SAMUEL, hatter, Craven-st., Manchester. Sept. 13. Trust. W. J. Heslop, warehouseman, Wood-st.

HANCOCK, CHARLES, licensed victualler, Bath. Oct. 6. 3s. by two equal instalments, in 3 and 6 mos from registration.—secured. Trust. F. E. Straunce, accountant, Bath.

HAWLEY, CHAS. EDWARD, butcher, Sheffield. Sept. 11. 15s. by three equal instalments, on Feb. 6 and Aug. 6, 1869, and Feb. 6, 1870.

HAYWARD, JOHN, grocer, Gorton, near Manchester. Oct. 23. 8s. 6d. 5s. on registration and 3s. 6d. in 4 mos. Trusts. J. Rutter and T. J. Holden, both grocers, Manchester.

HOLLINSHEAD, JAMES, earthenware dealer, Cardiff. Sept. 27. Trust. J. J. Hancock, earthenware manufacturer, Tunstall.

HORROCKS, LAWRENCE, yarn agent, Manchester. Sept. 30. Trust. W. Butcher, accountant, Manchester.

ISHERWOOD, LUKAS, yarn agent, Rochdale. Oct. 8. 12s. 6d. by five equal instalments on execution, and in 1, 6, 9, and 15 mos.—third and fourth secured.

LANSDOWN, THOMAS, tailor, High Holborn. Oct. 30. 12s. by four equal instalments, in 3, 6, 9, and 12 mos from registration.

LINDSAY, THOMAS, CHISHOLME, WILLIAM, builders, Bradford. Sept. 16. Trusts. W. Wroe, cashier, and J. Chambers, builder, both Bradford.

LITTLE, JAMES, draper, Thame. Oct. 1. Trust. W. Parren, warehouseman, Cannon-st., and J. Barnistot, warehouseman, Friday-st.

LOTINGA, CALMER, shipchandler, West Hartlepool. Oct. 7. 2s. 6d. in 10 days. Trust. J. Alderson, butcher, West Hartlepool.

MARTIN, MICHAEL, miller, Hellingly. Sept. 23. Trusts. J. Barnistot and Davies, both grocers, Wigan.

MASTERS, JAMES ALEXANDER, clerk to the Great Western Railway Company, Birmingham. Sept. 21. 2s. 6d. in 1 mo from registration.

MCCOY, SAMUEL, stay manufacturer, Manchester. Sept. 29. Trust. J. Chappell, mercer, Manchester.

MELLOR, THOMAS, innkeeper, Monk's Copenhall. Sept. 17. 5s. by two equal instalments, on Jan. 17 and May 17.

MILLER, THOMAS, carman, Beaumont-sq., Mile-end-rd. Oct. 21. 1s. by two equal instalments, in 6 and 12 mos from registration.

MORSE, HENRY JAMES, bonded store dealer, Newport. Oct. 6. 5s. Trust. J. Bothamley, auctioneer, Newport.

MORTON, JOSEPH, and MORTON, HENRY SHAW, stove manufacturers, Sheffield. Sept. 21. Trusts. J. Tasker, gentleman, and A. Holdsworth, bank manager, both Sheffield.

PALMER, JAMES LEWELLYN, and WILLIAM THOMAS GEORGE, cabinet makers, Bristol. 10s. in 14 days from registration.—secured. Trust. M. Gwillam, widow, Bristol.

RAGGATT, ALFRED JAMES, clerk to a manufacturer, Bristol. Oct. 18. Trust. W. E. Bartlett, accountant, Bristol.

REEL, MICHAEL, cap manufacturer, Liverpool. Sept. 27. Trust. J. Langdon, oil cloth manufacturer, Liverpool.

SAVAGE, HENRY, bookseller, Newcastle-upon-Tyne. Sept. 30. 6s. 6d. by two equal instalments, in 6 and 12 mos from registration.—last secured. Trust. R. Thompson, brush manufacturer, Newcastle-upon-Tyne.

SLARKE, SAMUEL, plumber, Addiscombe-rd., Croydon. Oct. 6. Trust. A. Fry, gentleman, Jewin-crenset, Cripplegate.

TODD, SAMUEL, and COOPER, HALLIDAY, tanners, Burton Leonard, near Ripon. Sept. 24. Trusts. J. Walsh, tanner, Otley, and T. Todd, printer, Bingley.

WILLIAMS, HENRY, tailor, Crewe. Oct. 4. 10s. by two equal instalments, in 7 days and 4 mos from registration.

WRIGHT, ROBERT, oil and colourman, Rufford's-bldgs., Islington. Oct. 1. 4s. by two equal instalments, on Nov. 24 and Jan. 1.

Trust. H. D. Wright, oil and colourman, Copenhagen-st., Islington.

ERRATUM.

MOORE, JOHN WILLIAM, commission agent, Nottingham. Oct. 9. 3s. 6d. in 1 mo (and not 3s. as previously advertised). Trust. W. Nixon, cashier, Nottingham.

BIRTHS, MARRIAGES, AND DEATHS.

BIRTHS.

SWARBRECK.—On the 25th inst., at Sowerby, near Thirsk, the wife of Charles McC. Swarbreck, Esq., solicitor, of a daughter.

WILKINSON.—On the 24th inst., at Gifford, Surrey, the wife of Robert Wilkinson, Esq., barrister-at-law, of a daughter.

MARRIAGES.

BROMEHEAD-GRAY.—On the 20th inst., at the Holy Trinity Church, Barrow-on-Humber, Edward Bromehead, Stanley Park, Litherland, Liverpool, third son of the late J. N. Bromehead, Esq., solicitor and proctor, Lincoln, to Alice Elizabeth Jane, only child of Charles Gray, Esq., Lincolnshire.

MERRICK-REDHEAD.—On the 14th inst., at St. Mary's, Aylesbury, by the Ven. Archdeacon Bickersteth, D.D., Wm. Merrick, jun., of 6, Old Jewry, E.C., and Bradford-on-Avon, solicitor, to Frances Ann, younger daughter of Edward Redhead, Mus. Bac. Oxon, formerly of Aylesbury.

FRANCE-TROWER.—On the 20th inst., at Stanstead, Herts, the Rev. Lewis N. France, M.A., younger son of Miles H. France, Esq., of Hampstead, barrister-at-law, to Emma Jane, eldest daughter of E. Spencer Trower, Esq., late captain 9th Lancers.

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FOOLSCAP PAPER, 10s. 6d., 13s. 6d., and 18s. 6d. per ream.
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LARGE CREAM LAID NOTE, 4s., 6s., and 7s. per ream.
LARGE BLUE NOTE, 3s., 4s., and 6s. per ream.
ENVELOPES, CREAM OR BLUE, 4s. 6d., and 6s. 6d. per 1000.
THE "TEMPLE" ENVELOPE, EXTRA SECURE, 3s. 6d. per 1000.
FOOLSCAP OFFICIAL ENVELOPES, 1s. 6d. per 100.
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Legal Notices.

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JOHN MAYHEW,
Clerk of the Peace for the said Borough.
Dated the 25th day of October, 1869.

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LESLIE HUNTER, Hon. Sec.
7, Walbrook, 28th Oct. 1869.

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On the 29th August 1868 £ 3,174,004 15 6

Sum Assured—Inclusive of Bonus Additions 5,390,739 11 11

Estimated liability thereon (Northampton Table of Mortality 3 per cent. interest) 1,464,000 0 0

That is, less than one-half the fund invested.

Total amount of bonus additions made to policies 2,005,000 15 6

Amount of profits divided for the seven years ending the 29th Aug. 1868 522,300 7 8

Annual income 314,567 14 11

Total claims paid, inclusive of bonus additions 4,497,004 15 6

Copies of the annual reports and balance sheets, as well as of the periodical valuation accounts, tables of rates, and every information, to be obtained on application.

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TILLEARD, JOHN, Esq., Old Jewry.

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WARTER, HENRY D., Esq., Longden Manor, near Sharnbury.

WHITE, THOMAS, Esq., Bedford-row.

Extract from the Report of the Directors to the Annual General Meeting held on the 17th April, 1869.

The new policies issued were 230 in number, assuring 36,264l., and producing in new premiums the sum of 18,967l. 10s. 9d. The total premiums received in the year were 77,374l. 9s. 6d., and the income from all sources amounted to 97,957l. 12s. 12d.

The charges of management, 34,784l. 12s. 7d. have, notwithstanding the increased business, scarcely exceeded those of the year 1867.

The claims by death which have been paid during the year amounted, including bonuses, to 24,174l. 11s. 11d., assured under 24 policies.—Of this sum, 12,164l. 6s. 8d. fell on the non-profit class, and 11,990l. 5s. 3d. on participating policies. These amounts are below what might have been anticipated, according to the society's tables, and are one-third less than the sums paid for claims in the year 1867.

The existing assurances exceed two millions and a half.

The assets of the society amounted to 425,122l. 16s. 8d., and the average rate of interest at which they were invested, on the 31st Dec., was 4½ per cent. This calculation excludes the sum which represents the value of the society's house, but estimates the amount invested in the purchase of reversions as producing 5 per cent. The increase in the assets during the year exceeded 50,000l., being more than half the total income.

Adding to the above sum the amount of premiums which were actually due at the closing of the account, and which were paid before the expiration of the usual days of grace, viz., 5,224l. 3s. 8d., the assets exceeded half a million sterling.

ARCHIBALD DAY, Actuary and Secretary.

STATUTES OF THE UNITED KINGDOM.



32 & 33 VICTORIA, A.D. 1869.

32 VICT. CAP. 1.

An Act to apply certain Sums out of the Consolidated Fund to the Service of the Years ending the Thirty-first Day of March, One thousand eight hundred and sixty-eight, One thousand eight hundred and sixty-nine and One thousand eight hundred and seventy.—[19th March, 1869.]

32 VICT. CAP. 2.

An Act for repealing the Act of the Session of the Eighth and Ninth Years of the Reign of Her present Majesty, Chapter One hundred and Twenty-two.—[19th April, 1869.]

32 VICT. CAP. 3.

An Act to enable Lord Napier, of Magdala, to receive the full Benefit of the Salary of Member of Council for the Presidency of Bombay, or as holding any other Office in India, notwithstanding his being in Receipt of an Annuity granted to him under the Act Thirty-one and Thirty-two Victoria, Chapter Ninety-one.—[19th April, 1869.]

32 VICT. CAP. 4.

An Act for punishing Mutiny and Desertion, and for the better Payment of the Army and their Quarters.—[19th April, 1869.]

32 VICT. CAP. 5.

An Act for the Regulation of Her Majesty's Royal Marine Forces while on Shore.—[19th April, 1869.]

RAILWAY COMPANIES MEETINGS ACT.

32 VICT. CAP. 6.

An Act to repeal so much of "The Regulation of Railways Act, 1868," as relates to the Approval by Meetings of incorporated Railway Companies of Bills and Certificates for conferring further Powers on those Companies.—[19th April, 1869.]

Be it enacted by the Queen's most Excellent Majesty, by and with the advice and consent of the Lords Spiritual and Temporal, and Commons, in this present Parliament assembled, and by the authority of the same, as follows:

Sect. 1. Sect. 35 of 31 & 32 Vict. c. 119, repealed, so far as relates to provisions herein named.—Section thirty-five of The Regulation of Railways Act, 1868 (which relates to meetings of incorporated railway companies and the approval by such meetings of bills and certificates for conferring additional powers on those companies), is hereby repealed so far as relates to any Bill introduced into either House of Parliament or application for a certificate made after the first of February one thousand eight hundred and sixty-nine.

2. Short title.—This Act may be cited as "The Railway Companies Meetings Act, 1869."

Cap. 1.

Cap. 7.

32 VICT. CAP. 7.

An Act for the Confirmation and Execution of Arrangements made between the Secretary of State in Council of India and the East India Irrigation and Canal Company; and for other Purposes connected therewith.—[19th April, 1869.]

32 VICT. CAP. 8.

An Act to apply the Sum of Seventeen million one hundred thousand Pounds out of the Consolidated Fund to the Service of the Year ending the Thirty-first Day of March, One thousand eight hundred and seventy.—[13th May, 1869.]

32 VICT. CAP. 9.

An Act to amend "The Salmon Fishery (Ireland) Act, 1863," and the Acts continuing the temporary Provisions of the same.—[13th May, 1869.]

COLONIAL PRISONERS REMOVAL ACT.

32 VICT. CAP. 10.

Cap. 10.

An Act for authorising the Removal of Prisoners from one Colony to another for the Purposes of Punishment.—[13th May, 1869.]

Whereas it is expedient to amend the law relating to the removal of prisoners from one colony to another for the purposes of punishment:

Be it enacted by the Queen's most excellent Majesty, by and with the advice and consent of the Lords spiritual and temporal, and Commons, in this present Parliament assembled, and by the authority of the same, as follows:

Sect. 1. Short title.—This act may be cited for all purposes as "The Colonial Prisoners Removal Act, 1869."

2. Definition of terms.—"Colony"—"Governor"—"Legislative body."—For the purposes of this act—

The term "colony" shall not include any place within the United Kingdom, the Isle of Man, or the Channel Islands, or within such territories as may for the time being be vested in Her Majesty by virtue of any Act of Parliament for the government of India, but shall include any plantation, territory, or settlement situate elsewhere within Her Majesty's dominions, and subject to the same local government; and for the purposes of this act all plantations, territories, and settlements under a central Legislature shall be deemed to be one colony under the same local government:

The term "governor" shall include the officer for the time being administering the government of any colony:

The term "legislative body" shall mean any house of assembly or other body of persons having legislative powers in the colony, and where such body of persons consists of two separate houses it shall include both houses, and where there are local legislative bodies as well as a central legislative body shall mean the central legislative body only.

3. Sect. 4 of 6 Geo. 4 c. 69, repealed.—The fourth section of the act passed in the sixth year of the reign of His late Majesty King George the Fourth, intituled "An Act for punishing offences committed by transports kept to labour in the colonies,

and better regulating the powers of justices of the peace in New South Wales," is hereby repealed, except so far as may be necessary for supporting or continuing any proceedings taken thereunder.

4. *Prisoners may be removed from one colony to another for purposes of punishment.*—Any two colonies may, with the sanction of an order of Her Majesty in Council, agree for the removal of any prisoners under sentence or order of transportation, imprisonment, or penal servitude from one of such colonies to the other for the purpose of their undergoing in such other colony the whole or any part of their punishment, and for the return of such prisoners to the former colony at the expiration of their punishment, or at such other period as may be agreed upon, upon such terms and subject to such conditions as may seem good to the said colonies.

The sanction of the order of Her Majesty in Council may be obtained, in the case of a colony having a legislative body, on an address of such body to Her Majesty, and in the case of any colony not having a legislative body, on an address of the governor of such colony; and such sanction shall be in force as soon as such order in council has been published in the colony to which it relates.

The agreement of any one colony with another shall for the purposes of this Act be testified by a writing under the hand of the governor of such colony.

5. *Removal of prisoners to be by warrant.*—Where the sanction of Her Majesty has been given to any such agreement as aforesaid relating to the removal of prisoners from one colony to another for the purpose of undergoing their punishment, any prisoners under sentence or order of transportation, imprisonment, or penal servitude may be removed from such one colony to the other under the authority of a warrant signed by the governor, and addressed to the master of any ship, or any other person or persons; and the person or persons to whom such warrant is addressed shall have power to convey the prisoner therein named to such other colony, and to deliver him when there into the custody of any authority designated in such warrant, or empowered by the governor of such last-mentioned colony to receive such prisoner.

6. *Prisoner in legal custody during removal.*—Every prisoner shall, from the time of his leaving his prison in one colony to the time of his reaching his prison in the other colony, be deemed to be in the legal custody of the person or persons empowered to remove him, and to be subject to the same restraint, and, in the event of misbehaviour, to the same punishment, as if he had continued in prison, and as if the person or persons empowered to remove him were the gaoler or gaolers of such prison; and if he escape or attempt to escape from such custody, such prisoner, and every person aiding or attempting to aid him in such escape, shall be subject to the same punishment as if such escape or attempt to escape were an escape or attempt to escape from prison.

A prison shall mean any place of confinement or any place where the prisoners undergo punishment.

Any person punishable under this section may be tried and punished either in the colony from which the prisoner is being removed, or in the colony to which he is being removed; and the law applicable to such person shall be the law of the colony in which he is tried.

7. *Liability of prisoner in colony to which he is removed.*—Every prisoner shall, upon his delivery to the person having lawful authority to receive him in the colony to which he is removed, be subject within such colony to the same laws and regulations, and shall be dealt with in all respects in the same manner, as if he had been tried and received the same sentence in such colony as the sentence which has been passed on him in the colony from which he is removed.

8. *Removals heretofore made to be valid for all purposes.*—And whereas from time to time divers prisoners have been removed from one of Her Majesty's colonies to another, and doubts have been entertained whether such removals were legal, and how far such prisoners could be legally dealt with in the colonies to which they have been removed, and it is expedient that such doubts should be removed: Be it enacted as follows: The removal of any prisoner heretofore made from one colony to another by or under the authority of the governor of either of such colonies, and any act done in relation to such removal by or under such authority, and the detention, custody, and treatment in either colony of the prisoner so removed, shall be deemed to have been as lawful and effectual for all purposes whatsoever as if this Act had been passed at the time of such removal, and had been in force in respect of both the colonies referred to in this section, and such removal had been duly made in pursuance of this act.

32 VICT. CAP. 11.

An Act for amending the Law relating to the Coasting Trade and Merchant Shipping in British Possessions.—[13th May, 1869.]

32 VICT. CAP. 12.

An Act for Protection of Naval Stores.—[13th May, 1869.]

32 VICT. CAP. 13.

An Act for amending the Law relating to the Militia.—[13th May, 1869.]

Cap. 10.

Cap. 14.

CUSTOMS AND INLAND REVENUE DUTIES ACT.

31 & 32 VICT. CAP. 14.

An Act to grant certain Duties of Customs and Inland Revenue, and to repeal and alter other Duties of Customs and Inland Revenue.—[24th June, 1869.]

Most gracious Sovereign,

We, Your Majesty's most dutiful and loyal subjects, the Commons of the United Kingdom of Great Britain and Ireland, in Parliament assembled, towards raising the necessary supplies to defray your Majesty's public expenses and making an addition to the public revenue, have freely and voluntarily resolved to give and grant unto your Majesty the several duties hereinafter mentioned; and do therefore most humbly beseech your Majesty that it may be enacted, and be it enacted by the Queen's most excellent Majesty, by and with the advice and consent of the Lords spiritual and temporal, and Commons, in this present Parliament assembled, and by the authority of the same, as follows:

PART I.

As to Customs.

1. Grants of duties of customs in Schedule (A.)
2. Eau de Cologne charged per gallon instead of per flask.
3. Extracts of malt admissible in transit, &c.
4. Repeal of duties on corn, &c.

PART II.

As to Income Tax, Land Tax, and Inhabited House Duty.

SECT. 5.—*Grant of duties of income-tax specified in Schedule (B.)*

—There shall be charged, collected, and paid, for the use of Her Majesty, her heirs and successors, the duties of income-tax specified in Schedule (B.) to this Act; and all the provisions contained in any act relating to the duties of income-tax, and in force on the fifth day of April, one thousand eight hundred and sixty-nine, and not repealed by this act, shall have as full force and effect with respect to the said duties of income-tax granted by this act, so far as the same shall be consistent with the provisions of this act, as if the same had been herein expressly enacted with reference to the said duties so granted; and for the purposes of this act the year one thousand eight hundred and sixty-two, mentioned in the forty-third section of the act passed in the twenty-fifth year of Her Majesty's reign, chapter twenty-two, shall be read as and deemed to mean the year one thousand eight hundred and sixty-nine.

6. *The sums assessed to the income-tax under Schedules (A.) and (B.) of 16 & 17 Vict. c. 34, for the year 1868, to be taken as the annual value for assessment under this act.*—The sum charged as the annual value or amount of any property, profits, or gains in the several and respective assessments of income-tax made in pursuance of the act passed in the thirtieth year of Her Majesty's reign, chapter twenty-three under Schedules (A.) and (B.) respectively of the act passed in the sixteenth and seventeenth years of Her Majesty's reign, chapter thirty-four, for the year ended on the fifth day of April, one thousand eight hundred and sixty-nine, shall (except in cases for which other provisions is made by the acts relating to income-tax) be taken as the annual value or amount of such property, profits, or gains respectively for the year commencing on the sixth day of April, one thousand eight hundred and sixty-nine; and the duties of income-tax granted by this act and chargeable under the said schedules respectively, shall be computed, assessed, and charged according to such annual value or amount; and the commissioners executing the income-tax acts shall, for each place within their several and respective districts, cause duplicates of the assessments of the said duties, so computed, assessed, and charged under the said Schedules (A.) and (B.) for the said last-mentioned year, to be made out and delivered, together with the warrants for collecting the same; and in England the said commissioners shall appoint such persons, being inhabitants of the place to which the duplicate shall relate, as they the said commissioners shall think fit to be collectors of the duties thereby charged, in like manner as if such person had been presented to them by assessors under the acts now in force: provided always, that the said assessment shall be subject to be increased in like manner as the assessments made for the year ended on the fifth day of April, one thousand eight hundred and sixty-nine, and subject also to be abated or discharged at the end of the year commencing on the sixth day of April, one thousand eight hundred and sixty-nine, for any cause allowed by the said acts; provided, that whenever it shall appear that any property, profits, or gains chargeable under the said Schedules (A.) and (B.) respectively have not been charged by the assessments made for the year ended on the fifth day of April, one thousand eight hundred and sixty-nine, such property, profits, and gains shall be assessed to the duties of income-tax granted by this act under the provisions of the said several acts applicable thereto.

7. *Assessors not to be appointed for duties under Schedules (A.) and (B.)*—No assessors shall be appointed for the duties payable under the said Schedules (A.) and (B.), but the inspectors or surveyors of taxes shall act as assessors in respect of such duties whenever it shall be necessary; and in lieu of the poundage granted by the one hundred and eighty-third section of the act of the fifth and sixth years of Her Majesty, chapter thirty-five, to be divided between the assessors and collectors in regard to

the duties which shall be collected under the said Schedules (A.) and (B.), there shall be paid a poundage of three halfpence to the collectors of the said duties.

8. *Repeal of provisions requiring land-tax, inhabited house duty, and certain duties of income-tax to be paid quarterly.*—The same to be payable every year on or before the 1st January.—The provisions made by any of the several acts relating to the land-tax or the duties on inhabited houses for the collection and payment of the land-tax or the said duties in quarterly payments or instalments are hereby repealed; and the provisions made by any act relating to the duties of income-tax for the collection and payment in quarterly instalments of the said last-mentioned duties, except such as are payable by way of deduction, or are assessable in respect of railways, are also hereby repealed: And the land-tax assessed in England for the year from the twenty-fifth day of March, one thousand eight hundred and sixty-nine and ending on the twenty-fifth day of March, one thousand eight hundred and seventy, and the duties on inhabited houses assessed in England for the year commencing on the sixth day of April, one thousand eight hundred and sixty-nine, and ending on the fifth day of April, one thousand eight hundred and seventy, and the duties of income-tax, except such as are payable by way of deduction or are assessable as aforesaid, assessed in England or Ireland for the year commencing and ending as last mentioned, shall be payable on or before the first day of January, one thousand eight hundred and seventy; and the land-tax, and the duties on inhabited houses, and the duties of income-tax (except as aforesaid), in every assessment in England for every year subsequent to the twenty-fifth day of March, one thousand eight hundred and seventy, or the fifth day of April, one thousand eight hundred and seventy, as the case may be, and the said duties of income-tax (except as aforesaid) in assessment in Ireland for every year subsequent to the fifth day of April, one thousand eight hundred and seventy, shall be payable on or before the first day of January in each year.

9. *Collectors to account for duties after the 1st day of January in every year.*—The collectors of the said land-tax and duties shall pay or account for the same to the proper officer for receipt on the day to be appointed for the receipt of the said land-tax and duties next after the first day of January in every year.

10. *Delivery of schedules of arrears.*—Any schedule of arrears of the said land-tax or duties delivered at any receipt as aforesaid shall have the like force and effect as if delivered at the time or times appointed by the act passed in the forty-eighth year of the reign of King George the Third, chapter one hundred and forty one, for the delivery of such schedules.

11. *Exemption from inhabited house duties of trade premises under care of servant only.*—From and after the fifth day of April, one thousand eight hundred and sixty-nine, any tenement or part of a tenement occupied as a house for the purposes of trade only, or as a warehouse for the sole purpose of lodging goods, wares or merchandise therein, or as a shop or counting-house, or being used as a shop or counting-house, shall be exempt from inhabited house duties, although a servant or other person may dwell in such tenement or part of a tenement for the protection thereof.

PART III.

As to Duty on Fire Insurances.

12. *Repeal of the percentage duty on fire insurances.*—On the twenty-fifth day of June, one thousand eight hundred and sixty-nine, the stamp duty at the rate of one shilling and sixpence per centum per annum now payable for and in respect of insurances against loss or damage by fire only shall cease and determine; and the several acts and parts of acts specified in the schedule marked (C.) to this act are hereby repealed, save so far as respects any insurance made or renewed prior to the twenty-fifth day of June, one thousand eight hundred and sixty-nine, and as respects any forfeiture or penalty incurred in respect of any offence against any enactment so repealed.

13. *Provision as to return of part of percentage duty in certain cases.*—Where any insurance against loss or damage by fire only may have been or shall be made or renewed after the twelfth day of April, one thousand eight hundred and sixty-nine, and before the twenty-fifth day of June, one thousand eight hundred and sixty-nine, for any period extending beyond the last-mentioned day, so much of the stamp duty at the rate of one shilling and sixpence per centum per annum paid for such insurance as may have been so paid in respect of any time subsequent to the twenty-fourth day of June, one thousand eight hundred and sixty-nine shall, upon proof made of the truth of the facts, be allowed and returned.

PART IV.

As to the Duties on Tea Licences.

14. *Repeal of excise licence for sale of tea, &c.*—From and after the fifth day of July, one thousand eight hundred and sixty-nine, it shall not be necessary for any person trading in or selling coffee, tea, cocoanuts, chocolate or pepper, to take out an excise licence for that purpose; and from and after the said day the enactments specified in Schedule (D.) to this act annexed shall be repealed, save as to any duties or penalties that may have been incurred previous thereto.

15. *Provision as to right of grocers in Ireland.*—With reference to the fourth section of the act passed in the sixth year of the reign of King George the Fourth, chapter eighty-one, all persons who shall deal in or sell coffee, tea, cocoanuts, chocolate or pepper in Ireland, shall have the same rights, and be subject

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and liable to the same regulations, forfeitures, and penalties, as they would have had and been subject and liable to if this act had not been passed, and they had been licensed under the said act to deal in or sell any of the articles aforesaid.

PART V.

As to Assessed Taxes and Excise Licences.

16. *Repeal of certain duties of assessed taxes.*—The duties of assessed taxes now payable in Great Britain shall cease to be assessed in respect of male servants, carriages, horses, mares, geldings, mules, hair powder, and armorial bearings or ensigns employed, kept, used, or worn respectively after the fifth day of April, one thousand eight hundred and sixty-nine in England, and after the twenty-fourth day of May, one thousand eight hundred and sixty-nine in Scotland, and on persons using or exercising the trade and business of horsedealers after such days respectively; but all enactments as to the said duties shall remain in full force and effect as to all assessments of the said duties or any of them made or which ought to be made in England for the year commencing on the sixth day of April, one thousand eight hundred and sixty-nine, and in Scotland for the year commencing on the twenty-fifth day of May, one thousand eight hundred and sixty-nine, in respect of male servants, carriages, horses, mares, geldings, mules, hair powder, and armorial bearings or ensigns employed, kept, used, or worn respectively after the fifth day of April, one thousand eight hundred and sixty-eight in England, or after the twenty-fourth day of May, one thousand eight hundred and sixty-eight in Scotland, and on persons using or exercising the trade and business of horsedealers after such last-mentioned days respectively, and as to any arrears of or penalties incurred in relation to the said duties, or any of them, for any year.

17. *Repeal of certain duties of excise, viz.: Licences to let horses in Great Britain—Licences to let post horses in Ireland—Hackney carriage licences and duties—Stage carriage licences and duties.*—On the first day of January, one thousand eight hundred and seventy the following duties of excise shall cease to be payable, viz.:

The duties upon licences to be taken out by persons who shall let horses for hire in Great Britain;

The duties upon licences to let to hire horses for the purpose of travelling post by the mile or from stage to stage in Ireland;

The duties upon licences to keep, use, and let to hire hackney carriages within the limits of the metropolitan police district and the city of London, and also the weekly duties payable in respect of such hackney carriages;

The duties upon licences to keep, use, and employ stage carriages in Great Britain, and also the mileage duty payable in respect of such stage carriages;

but all enactments as to the said duties respectively shall remain in full force and effect as to any of the said duties which shall be owing or in arrear on the said day, and as to any offences which shall have been committed against any of the said enactments previous thereto.

18. *New duties of excise granted—Duties to be excise duties, and to be under the management of Commissioners of Inland Revenue.*—On and after the first day of January, one thousand eight hundred and seventy there shall be granted, charged, levied, and paid, for the use of Her Majesty, her heirs and successors, in and throughout Great Britain, under and subject to the provisions and regulations in this act contained, the following duties, that is to say:

	£	s.	d.
For every male servant	0	15	0
For every carriage—			
If such carriage shall have four or more wheels, and shall be of the weight of four hundred weight or upwards	2	2	0
If such carriage shall have less than four wheels, or, having four or more wheels, shall be of a less weight than four hundredweight	0	15	0
For every horse or mule	0	10	6
For armorial bearings—			
If such armorial bearings shall be painted, marked, or affixed on or to any carriage	2	2	0
If such armorial bearings shall not be so painted, marked, or affixed, but shall be otherwise worn or used	1	1	0
For every horsedealer	12	10	0

And such duties respectively shall be paid annually upon licences to be taken out under the provisions of this act by the person who shall employ the servant, or shall keep the carriage, or horse or mule, or shall wear or use the armorial bearings, or shall exercise or carry on the trade of a horsedealer.

And such duties and licences shall be excise duties and licences, and shall be under the management of the Commissioners of Inland Revenue; and, subject to the provisions of this act, all the powers, clauses, regulations, and directions contained in any act relating to excise duties or licences, or to penalties under excise acts, and now or hereafter in force, shall respectively be of full force and effect with respect to the duties, and the licences under this act and the penalties hereby imposed, so far as the same are applicable and consistent with the provisions of this act, as fully and effectually as if the same had been herein specially enacted with reference to the said last-mentioned duties, licences, and penalties respectively; and the said licences shall be in such form and shall be granted by such officer as the said

commissioners shall direct, and shall be dated on the day of granting the same, and shall expire on the thirty-first day of December then next following.

19. *Provisions and regulations to be observed.*—The provisions and regulations contained in this section shall be observed, viz.:

(1.) It shall not be necessary for any member of the Royal Family to make any declaration or to take out any licence under this act, nor shall it be necessary for the sheriff of any county, or mayor or other officer in any corporation or royal burgh serving an annual office therein, to take out a licence for any servants, carriages, or horses employed or kept by him for the purposes of his office during his year of service, nor for any person who shall by right of office wear or use any of the arms or any insignia of any member of the Royal Family, or of any corporation or royal burgh, to take out a licence in respect of the use of such arms or insignia:

(2.) It shall not be necessary for any person ordinarily residing in Ireland, and being a representative Peer on the part of Ireland or a member of the House of Commons, and not residing in Great Britain longer than during the session of Parliament, and forty days before and forty days after the session, or for any person ordinarily residing in Ireland and residing in Great Britain by the order or direction of the Lord Lieutenant for the time being or of his chief secretary, for the purpose of public business, to make any declaration or to take out any licence under this act in respect of any servants, carriages, horses or mules, or armorial bearings employed, kept, or used by him, save in respect of any subject matter of duty which shall be employed, kept, or used by such person in Great Britain during his residence in Ireland.

As to Male Servants.

(3.) The term "male servant" means and includes any male servant employed either wholly or partially in any of the following capacities; that is to say, maitre d'hôtel, house steward, master of the horse, groom of the chambers, valet de chambre, butler, under butler, clerk of the kitchen, confectioner, cook, house porter, footman, page, waiter, coachman, groom, postilion, stable boy or helper, in the stables, gardener, under gardener, park keeper, gamekeeper, under gamekeeper, huntsman, and whipper-in, or in any capacity involving the duties of any of the above descriptions of servants, by whatever style the person acting in such capacity may be called:

(4.) Every person who shall furnish any male servant on hire shall, for the purposes of this act, be deemed to be the employer of such servant:

(5.) It shall not be necessary for licences to be taken out in the following cases, viz.:

By any officer in Her Majesty's army or navy for any servant, being a soldier in the army or a person actually borne upon the books of a ship, and employed by such officer in accordance with the regulations of Her Majesty's service:

By any licensed retailer of exciseable liquors or licensed keeper of a refreshment house for any servant employed by him solely for the purposes of his business, such servant being the only male servant employed by him:

By any person who shall have made entry of his premises in accordance with section twenty-eight of this act for any servant employed by him at such premises in the course of his trade, other than a servant employed to drive a carriage with any horse let to hire for any period exceeding twenty-eight days; provided that such person shall have complied with all the provisions contained in the said section.

By any person duly licensed by proper authority to keep or use any public stage or hackney carriage for any servant necessarily employed by him to drive such stage or hackney carriage, or in the care of such stage or hackney carriage or of the horse or horses kept and used by him to draw the same.

As to Carriages.

(6.) The term "carriage" means and includes any vehicle drawn by a horse or mule, or horses or mules, except a waggon, cart, or other vehicle used solely for the conveyance of any goods or burden in the course of trade or husbandry, and whereon the Christian name and surname and place of abode or place of business of the owner or the name or style and principal or only place of business of the company or firm owning the same shall be visibly and legibly painted in letters of not less than one inch in length.

(7.) Every person who shall let any carriage for hire shall, for the purposes of this act, be deemed to be the person keeping such carriage.

As to Horses and Mules.

(8.) The term "horse" means and includes a horse or pony of any sex or description or age, except a foal, colt, or filly which shall never have been used for any purpose of draught or riding; and the term "mule" includes only such mule as shall have been at any time used for any purpose of draught or riding.

(9.) Every person who shall let any horse or mule for hire

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shall, for the purposes of this act, be deemed to be the person keeping the same.

(10.) Any officer (not being commandant) and any member of the yeomanry or volunteer force required to use, and who shall have used, his horse on duty, and any person who shall have gratuitously furnished any horse which shall have been used on duty by any such officer or member as aforesaid, or for conveying any gun or any waggon or other military carriage in the service of the yeomanry or volunteer force, shall be entitled, after the expiration of any year ending on the thirty-first of December, to repayment of the duty paid by him for any licence in respect of any horse so used as aforesaid during such year; provided that upon any claim being made for repayment of duty, such affidavits and certificates as are mentioned in the eleventh section of the Act passed in the forty-fourth year of the reign of King George the Third, chapter fifty-four, and the forty-second section of the act passed in the twenty-sixth and twenty-seventh years of the reign of Her present Majesty, chapter sixty-five, respectively, and are applicable to the particular claim, shall be produced by the person applying for repayment; and provided that such affidavits and certificates respectively shall have reference to the use of any such horse for a year ending on the thirty-first of December.

(11.) Any field officer, adjutant, musketry instructor, or surgeon of a regiment of militia who shall be returned in the manner required by law as effective shall be entitled after the expiration of any year to repayment of the duty paid for a licence in respect of any horse used for the service of the militia in such year; provided that any application for repayment shall be accompanied by a certificate duly signed in the following form:

"I, _____, commanding officer of the regiment of militia, do hereby certify that _____ was a _____ commissioned and serving in the said regiment as an effective member thereof, and that he kept one horse for the service of the militia in the year ended on the thirty-first day of December, one thousand eight hundred and _____."

(12.) It shall not be necessary for licences to be taken out in the following cases; viz.

By any officer serving in any of Her Majesty's regular forces for any horse or horses required by the regulations of the service to be kept by him;

By any effective officer commanding a volunteer corps for any number of horses not exceeding two kept by such officer for service in such corps;

By any person for any horse or mule kept by him solely for the purpose of husbandry or use in his business of a market gardener, and which shall not be used for riding or for drawing any carriage for the keeping or using of which a licence is required by this act;

By any person in respect of any mare which shall be kept for the sole purpose of breeding;

By any person for any horse or mule used solely by him in any underground mine;

By any horsedealer duly licensed under this act for any horse or mule, being his property and kept on his premises for sale, and which shall not be let for hire;

By any person for any horse for which duty has been previously paid as a racehorse for the same year.

As to Armorial Bearings.

(13.) "Armorial bearings" means and includes any armorial bearing, crest, or ensign, by whatever name the same shall be called, and whether such armorial bearing, crest, or ensign shall be registered in the College of Arms or not.

(14.) Any person who shall keep any carriage, whether owned or hired by him, shall be deemed to wear and use any armorial bearings painted or marked thereon or affixed thereto.

(15.) It shall not be necessary for a licence to be taken out by any person duly licensed by proper authority to keep or use any public stage or hackney carriage for any armorial bearings painted or marked on such stage or hackney carriage.

20. *Notice to be affixed on or near the church door as to duties and declarations under this act.*—On or before the first day of January, one thousand eight hundred and seventy, and on or before the first day of January in every subsequent year, the said commissioners shall cause to be placed upon or near to the door of every church in Great Britain a printed or written notice setting forth the duties payable upon licences required to be taken out under this act, and stating from whom forms of declaration under this act can be obtained by persons residing within the parish in which the church is situated, and to whom the declarations when filled up and signed are to be delivered, and the duties paid, and by whom the licences are to be granted, and every such notice shall be kept affixed upon or near to the door of such church for such time as the commissioners shall direct; provided that the liability of any person to fill up, sign, and deliver any declaration, or to pay duties and take out licences, shall not be affected, nor shall any proceeding of any kind nor any act done by any person in pursuance of this act be deemed to be invalid or unlawful, by reason of such notice not having been placed or kept affixed as aforesaid.

21. *Commissioners to provide forms of declaration.*—The said commissioners shall cause to be prepared and issued to every person applying for the same such forms of declarations and books of account as may be required for carrying out the purposes of this act.

22. *Persons keeping servants, &c., to make declarations.*—Every person employing any male servant, or keeping any carriage, horse, or mule, or wearing or using any armorial bearings, or exercising or carrying on the trade of a horsedealer, shall fill up and sign a declaration in the prescribed form wherein shall be stated the following particulars; viz.,

The number of male servants employed by him, and in what capacity:

The number of carriages kept by him, and the number of wheels of each carriage, and also whether any carriage having four or more wheels shall weigh less than four hundredweight:

The number of horses and mules kept by him:

Whether he wears or uses armorial bearings, and, if so, whether the same are painted, marked, or affixed on any carriage kept by him:

The number of male servants or carriages or horses or mules hired by him, with the name and address of the person from whom he shall have hired the same:

And, if he exercises or carries on the trade of a horsedealer, state at what place or places, and the number of horses and mules kept by him otherwise than for sale:

And also such further particulars as the said commissioners may, by the form of declaration, require to be therein stated.

And if a licence is unnecessary in respect of any of the above particulars under the provisions and regulations of this act, the declaration shall contain a further statement showing—

In what respect, and upon what ground, the licence is unnecessary.

And such person shall deliver the declaration so filled up and signed by him, and shall pay the duties to which he shall by such declaration appear to be liable to the person or persons named therein as the person or persons appointed to receive such declaration and duties respectively, before the expiration of the month of January in each year, or before the expiration of twenty-one days from the day of his commencing to employ any servant, or to keep or use any carriage, horse, or mule, or to wear or use any armorial bearings, or to exercise or carry on the trade of a horsedealer.

23. *Additional declaration to be made, and further duties paid when required.*—Whenever any person who shall have delivered a declaration under the preceding section shall become liable to further duties by reason of his employing a greater number of male servants, or keeping a greater number of carriages, horses, or mules, than he shall have returned in such declaration, or by reason of any change in the character of any carriage kept by him, or in the mode of wearing or using armorial bearings, he shall fill up and sign an additional declaration, specifying with reference to such liability, the particulars required by the said preceding section, and shall deliver such additional declaration so filled up and signed, and pay such further duties as by such last-mentioned declaration shall appear to be payable by him to the person or persons named therein as the person or persons appointed to receive such declaration and duties respectively, before the expiration of twenty-one days from the day of his becoming so liable as aforesaid: provided that when payment shall be made of further duty by reason of any change in the character of any carriage, or in the mode of wearing or using armorial bearings the duties already paid in respect of the carriage or armorial bearings shall be allowed and repaid.

24. *Special notice requiring declaration may be served on any person.*—The said commissioners may direct a special notice to be served upon any person, requiring such person to fill up, sign, and deliver to the officer named in such notice a form of declaration to be left with such notice stating whether such person is liable to the payment of any of the duties imposed by this act or not, and also the several particulars required by section twenty-two of this act, so far as the same shall be applicable, and to pay the duties with which he shall appear by such declaration to be chargeable to the person named therein within fourteen days from the date of the service of such special notice.

25. *Penalty for neglect to deliver declaration, or for delivering an untrue declaration.*—Every person who shall neglect or refuse to deliver any declaration in conformity with the provisions of this act, and every person who shall deliver a declaration wherein the particulars required by this act to be therein set forth shall not be fully and truly stated, shall forfeit the penalty of twenty pounds, and that over and above any duties to which he may be liable.

26. *Licences to be granted for duties paid.*—Any person appointed to grant licences shall grant and deliver to every person who shall pay to him any duties a licence or licences under this act, in which licence or licences shall be specified the particulars of the duties paid, the year for which the duties shall be paid, with any other particulars the said commissioners may direct; and no licence shall be granted except upon payment of the full duties imposed by this act, nor shall any licence granted under this act be transferred to any person other than the widow of the person to whom such licence shall have been originally granted, or to his executors or administrators, or to his assignees in bankruptcy.

27. *Penalty for not taking out licence—Penalty not recoverable where duties are paid within time prescribed.*—Every person who

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shall employ any male servant, or keep any carriage, horse, or mule, or wear or use any armorial bearings, or exercise or carry on the trade of a horsedealer, without having a proper licence under this act, and every person who shall employ a greater number of male servants, or shall keep a greater number of carriages, horses, or mules, than he shall be authorised to employ or keep by any licence or licences granted under this act, or shall wear or use armorial bearings otherwise than as authorised by any such licence, shall forfeit the penalty of twenty pounds over and above any other penalty to which such person may be liable; provided that such penalty shall not be recoverable where the defendant in any proceeding for the recovery of the same shall prove to the satisfaction of the justices before whom such proceeding shall be depending that he had delivered a declaration, and paid the proper duties, and obtained a proper licence, within the time prescribed by this act; provided also, that if in any proceeding for recovery of the said penalty any question shall arise as to the number of servants employed, or the number of carriages, horses, or mules kept or used, or the weight of any carriage kept or used, by the defendant, or whether the defendant was entitled to any exemption from licence under the provisions and regulations contained in this act, the burden of proving the number or weight, or right to exemption, as the case may be, shall lie upon the defendant.

28. *Persons who carry on certain trades may enter their premises, and shall then paint their names, &c. thereon.*—Every person who exercises or carries on the trade of a horsedealer or of a livery-stable keeper, or who lets any horse for hire, or who keeps any horse to be used for drawing any public stage or hackney carriage, may, if he shall think fit, deliver to an officer of inland revenue acting in the parish or place in which his premises are situated an entry in writing, signed by such person, containing a description of the premises and of the purpose for which he uses or intends to use them; and every person who shall have delivered any such entry shall cause to be legibly painted upon some conspicuous part of the premises so entered, or upon a board affixed thereto, his Christian name and surname, with the addition of such other words as shall denote the particular trade or business, or trades or businesses (if more than one), carried on by him; and such person shall also allow any officer of inland revenue at any reasonable time to inspect the entered premises; and if any person who shall have delivered any such entry as aforesaid shall neglect to comply with the provisions of this section, or any of them, he shall forfeit a penalty of twenty pounds.

29. *Livery stable keepers and other persons to keep books of account containing certain particulars.*—Every livery stable keeper shall from time to time enter in a book an account of every carriage, horse, and mule standing at livery or otherwise on his premises, with the Christian name and surname and place of abode of the person to whom such carriage, horse, or mule shall belong. And every person who shall furnish any servant on hire, or let any carriage, horse, or mule for hire to be kept away from his premises, shall from time to time enter in a book an account of every such servant, carriage, horse, or mule, with the name of such servant, the number of wheels of such carriage, and the name and address of the person hiring such servant, carriage, horse, or mule; and all such books shall at all reasonable times in the daytime be open to the inspection of any officer of inland revenue, who shall have power to make any extract therefrom; and any person who shall neglect or refuse to do any act or thing required to be done by this section, or who shall prevent or obstruct any officer of inland revenue in the exercise of any duty or power imposed upon or vested in him by this section shall forfeit the penalty of twenty pounds.

30. *Recovery of duties.*—If any person who shall have delivered any declaration under this act shall not within the time prescribed in that behalf have paid the duties appearing by such declaration to be payable by him, the officer of inland revenue acting in the parish or place wherein he shall reside or shall carry on business shall serve such person with a notice, requiring him, within seven days from the date thereof, to pay the duties according to such declaration; and upon neglect or refusal to pay such duties it shall be lawful for the collector, or person acting as collector, of inland revenue, within whose collection the parish or place in which such person shall reside or carry on business shall be situate, upon receiving from the said officer a certificate of such neglect or refusal, to issue his warrant to any officer of inland revenue to distrain such person by his goods and chattels; and such warrant shall have the same force and effect as the levy warrant referred to in the Excise Act of the seventh and eighth year of King George the Fourth, chapter fifty-three, section eighty-nine, and the distress so taken shall be kept for the space of four days at the costs and charges of the person so distrained; and if the said person shall not pay the duties, together with the costs and charges within the said four days, then the distress shall be sold and the proceeds of sale shall be applied in satisfaction of the duties and the costs and charges of taking, keeping, and selling the said distress, and the surplus (if any) shall be handed over to the person distrained; and where for the purpose of distraining it shall be necessary to break open the door of any house the officer shall distrain in the presence of a police or other constable; and where no sufficient distress can or may be found, then and in every such case any two of the said commissioners are hereby authorised by warrant under their hands to commit the defaulter to the common gaol or house of correction for the place where such defaulter shall be arrested, there to be kept until payment shall be made or he

shall be released by order of the said commissioners; and any warrant of distress or commitment issued by virtue of this act may be in the form given in Schedule (F.) to this act, and may be executed in any part of the United Kingdom.

31. *Assignee to pay duties owing by bankrupt.*—When any person against whom a warrant of distress shall have been issued as directed in the preceding section shall be or shall have become bankrupt, so that a levy upon his goods and chattels cannot be made, the assignee, or other person in whom the estate of the said bankrupt shall be vested by operation of law, shall, out of any moneys that may be in or come to his hands in respect of the bankrupt's estate, pay to the said commissioners for the use of Her Majesty, the amount of duties for which the said warrant of distress shall have been issued.

32. *What shall be service of notice and summons.*—Every notice to be served under the provisions of this act, and every summons upon any information for recovery of a penalty imposed by this act, may be served personally or left at the usual or last known place of abode of the person to be served.

33. *Licences to be produced when required—Penalty.*—If any person who shall have taken out a licence or licences under this act shall not produce and deliver such licence or licences to be examined and read by any officer of inland revenue within a reasonable time after such officer shall request the production of the same, he shall forfeit the penalty of five pounds.

34. *Commissioners to repay one-fourth part of the amount paid for post horse licences.*—The said commissioners shall, on and after the first day of January, one thousand eight hundred and seventy, repay to any person who shall have taken out a licence to let horses for hire in Great Britain expiring on the fifth day of April, one thousand eight hundred and seventy, a sum of money equal to one-fourth part of the annual amount payable in respect of such licence.

35. *Stage carriage licences expiring on first Sunday in November, 1869, to continue in force until 31st December following.*—Whereas certain licences to keep, use, and employ stage carriages will, under the laws now in force, expire on the first Sunday in the month of November, one thousand eight hundred and sixty-nine: Be it enacted, that all such licences shall continue in force until the thirty-first day of December next following; and the holders of such licences shall respectively be liable to and chargeable with the payment of the same rate and amount of duties as are chargeable upon them according to the terms of such licences until and inclusive of the said thirty-first day of December.

36. *Provisions as to duty to be paid on hackney carriages in the last week of the year.*—Whereas the duty in respect of hackney carriages licensed within the metropolitan police district is a weekly duty and imposed by the week, including and ending on a Sunday, and the said duty is by this act to cease on Saturday, the first day of January, one thousand eight hundred and seventy: Be it enacted, that the duty payable in respect of every such hackney carriage for the week commencing on Monday, the twenty-seventh day of December next, shall be the sum of five shillings.

37. *Provision for payment of duty on carriages let for hire under existing contracts.*—In the case of any contract made before the passing of this act for the hire of any carriage for a period of a year or upwards, it shall be lawful for the person letting such carriage and he is hereby empowered to add the amount of duty paid by him from time to time under the provisions of this act in respect of such carriage to the sum agreed to be paid for the hire thereof under any such contract, and to recover such duty from the hirer of such carriage.

38. *Provision as to certain shepherd's dogs with reference to 30 Vict. c. 5.*—In the case of a person following the calling and occupation of a shepherd, and keeping a dog solely for the purpose or in the exercise of such calling and occupation, the hirer or employer of the shepherd shall, so far as respects the liability to the duty imposed by the act of the thirtieth Victoria, chapter five, be deemed to be the person keeping such dog: Provided always, that the licence for any such dog shall be granted in the name of the shepherd, who shall after the granting thereof be deemed to be the person licensed to keep the dog within the meaning of the said act.

39. *Repeal of enactments in Schedule (E).*—The several acts and parts of acts specified in Schedule (E.) to this act are hereby repealed, save as mentioned in the sixteenth and seventeenth sections of this act.

SCHEDULE (A.)

CONTAINING THE DUTIES OF CUSTOMS GRANTED BY THIS ACT.

Continuation of Duty on Tea.

The duties of customs now charged on tea shall continue to be levied and charged,—

On and after the first day of August, one thousand eight hundred and sixty-nine until the first day of August, one thousand eight hundred and seventy, on the importation thereof into Great Britain and Ireland, that is to say,

Tea ... the lb. 6d.

Alteration of Duties on Beer, &c.

In lieu of the duties of customs now chargeable on beer and ale as denominated in the tariff, on importation into Great Britain and Ireland, the following duties shall on and after the first day of June, one thousand eight hundred and sixty-nine, be charged, that is to say:

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Beer and ale, namely
Mum, the barrel of thirty-six gallons ... 1 1 0
Spruce, the worts of which were, before fermentation, of a specific gravity not exceeding one thousand one hundred and ninety degrees, the barrel of thirty-six gallons ... 1 1 0
Exceeding one thousand one hundred and ninety degrees, the barrel of thirty-six gallons ... 1 4 0

Of other sorts, viz.
Beer, the worts of which were, before fermentation, of a specific gravity not exceeding one thousand and sixty-five degrees, the barrel of thirty-six gallons ... 0 8 0
Exceeding one thousand and sixty-five degrees, and not exceeding one thousand and ninety degrees, the barrel of thirty-six gallons ... 0 11 0
Exceeding one thousand and ninety degrees, the barrel of thirty-six gallons ... 0 16 0

And in charging the above rates of duty upon the importation of beer, the specific gravity of the worts from which the same was made shall be ascertained and determined in the manner prescribed by the sixteenth section of the act of the nineteenth and twentieth Victoria, chapter thirty-four, for ascertaining and determining the rates of drawback on the exportation of beer.

SCHEDULE (B.)

CONTAINING THE DUTIES OF INCOME TAX GRANTED BY THIS ACT.

For one year commencing on the sixth day of April, one thousand eight hundred and sixty-nine, for and in respect of all property, profits, and gains mentioned or described as chargeable in the act passed in the sixteenth and seventeenth years of Her Majesty's reign, chapter thirty-four, for granting to Her Majesty duties on profits arising from property, professions, trades, and offices, the following duties shall be charged: (that is to say,)—

For every twenty shillings of the annual value or amount of all such property, profits, and gains (except those chargeable under Schedule (B.) of the said act) the duty of fivepence:

And for and in respect of the occupation of lands, tenements, hereditaments, and heritages chargeable under Schedule (B.) of the said act, for every twenty shillings of the annual value thereof:

In England the duty of twopence halfpenny;
And in Scotland and Ireland respectively, the duty of one penny three farthings:

Subject to the provisions contained in section three of the act twenty-sixth Victoria, chapter twenty-two, for the exemption of persons whose whole income from every source is under one hundred pounds a year, and relief of those whose income is under two hundred pounds a year.

32 & 33 VICT. CAP. 15.

An Act to remove Doubts as to the Qualification of Persons holding Civil Service Pensions, or receiving Superannuation Allowances, to sit in Parliament.—[24th June, 1869.]

32 & 33 VICT. CAP. 16.

An Act to amend so much of the Act of the Session of the Sixth and Seventh Years of the Reign of Her present Majesty, Chapter Thirty-five, as provides that Norfolk Island is to be Part of the Diocese of Tasmania.—[24th June, 1869.]

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32 & 33 VICT. CAP. 17.

An Act for the Preservation of Sea Birds.—[24th June, 1869.]

Whereas the sea birds of the United Kingdom have of late years greatly decreased in number; it is expedient therefore to provide for their protection during the breeding season:

Be it enacted by the Queen's most excellent Majesty, by and with the advice and consent of the Lords spiritual and temporal, and Commons, in this present Parliament assembled, and by the authority of the same:

Section 1. *Definition of terms.*—That the words "sea birds" shall for all the purposes of this act be deemed to include the different species of auk, Bonxie, Cornish chough, coulteneb, diver, eider duck, fulmar, gannet, grebe, guillemot, gull, kittiwake, loon, marrot, merganser, murre, oyster catcher, petrel, puffin, razor-bill, scot, seamew, sea parrot, sea swallow, shearwater, sheldrake, skua, smew, solan goose, tarrock, tern, tystey, and willock; the word "sheriff" shall include steward and also sheriff substitute and steward substitute.

2. *Season during which sea birds shall not be killed—Penalty.*—Any person who shall kill, wound, or attempt to kill or wound, or take any sea bird, or use any boat, gun, net, or other engine or instrument for the purpose of killing, wounding, or taking any sea bird, or shall have in his control or possession any sea bird recently killed, wounded, or taken, between the first day of

April and the first day of August in any year, shall, on conviction of any such offence before any justice or justices of the peace in England or Ireland, or before the sheriff or any justice or justices of the peace in Scotland, forfeit and pay for every such sea bird so killed, wounded, or taken, or so in his possession, such sum of money not exceeding one pound as to the said justices or sheriff shall seem meet, together with the costs of the conviction; provided always, that this section shall not apply where the said sea bird is a young bird unable to fly.

3. *Home Office, &c. on application of justices, may vary such period.*—The Home Office as to Great Britain, and the Lord Lieutenant as to Ireland, may, upon application of the justices in quarter sessions assembled of any county on the sea coast, extend or vary the time during which the killing, wounding, and taking of sea birds is prohibited by this act; the extension or variation of such time by the Home Office shall be made by order under the hand of one of Her Majesty's Principal Secretaries of State; after the making of which order the penalties imposed by this act shall in such county apply only to offences committed during the time specified in such order; and the extension of such time by the Lord Lieutenant shall be made by order to be published in the *Dublin Gazette*, and a copy of the *London Gazette* or *Dublin Gazette* containing such order shall be evidence of the same having been made.

4. *Persons offending against this act may be required to tell their names and abodes.*—Penalty for refusing.—Where any person shall be found offending against this act, it shall be lawful for any person to require the person so offending to give his Christian name, surname, and place of abode; and in case the person offending shall, after being so required, refuse to give his real name or place of abode, or give an untrue name or place of abode, he shall be liable, on being convicted of any such offence before a justice of the peace or the sheriff, to forfeit and pay, in addition to the penalties imposed by section two, such sum of money not exceeding two pounds as to the convicting justice, or sheriff shall seem meet, together with the costs of the conviction.

5. *Application of penalty.*—One moiety of every penalty or forfeiture under this act shall go and be paid to the person who shall inform and prosecute for the same, and the other moiety shall, in England, be paid to some one of the overseers of the poor, or to some other officer (as the convicting justice or justices may direct), of the parish, township, or place in which the offence shall have been committed, to be by such overseer or officer paid over to the use of the general rate of the county, riding, or division in which such parish, township, or place shall be situate, whether the same shall or shall not contribute to such general rate; and, in Scotland, to the inspector of the poor of the parish in which the offence shall have been committed, to be by such inspector paid over to the use of the funds for the relief of the poor in such parish; and, if recovered in Ireland, such penalty shall be applied, according to the provisions of the Fines Act (Ireland), 1851, or any act amending the same.

6. *As to trial of offences committed within the Admiralty jurisdiction.*—All offences mentioned in this act, which shall be committed within the jurisdiction of the Admiralty, shall be deemed to be offences of the same nature and liable to the same punishments as if they had been committed upon any land in the United Kingdom, and may be dealt with, inquired of, tried, and determined in any county or place in the United Kingdom in which the offender shall be apprehended or be in custody, in the same manner in all respects as if they had been actually committed in that county or place; and in any information or conviction for any such offence the offence may be averred to have been committed "on the high seas;" and in Scotland any offence committed against this act on the sea coast, or at sea beyond the ordinary jurisdiction of any sheriff or justice of the peace, shall be held to have been committed in any county abutting on such sea coast, or adjoining such sea, and may be tried and punished accordingly.

7. *Where offences committed on boundary waters, prosecutions may be in either county.*—Where any offence under this act is committed in or upon any waters forming the boundary between any two counties, districts of quarter sessions or petty sessions, such offence may be prosecuted before any justice or justices of the peace or sheriff in either of such counties or districts.

8. *Extent of act.*—The operation of this act shall not extend to the Island of Saint Kilda.

9. *Power to Her Majesty, by Order in Council, to exempt parts from operation of act.*—It shall be lawful for Her Majesty, by an Order in Council, where, on account of the necessities of the inhabitants of the more remote parts of the sea coasts of the United Kingdom, it shall appear desirable, from time to time to exempt any part or parts thereof from the operation of this act; and every such order shall assign the limits of such part or parts aforesaid within which such exemption shall have effect.

LANDS CLAUSES CONSOLIDATION ACT. AMENDMENT ACT.

32 & 33 VICT. CAP. 18.

An Act to amend the Lands Clauses Consolidation Act.—
[24th June, 1869.]

Whereas it is expedient that the provisions contained in "The Lands Clauses Consolidation Act, 1845," should be amended: Be it therefore enacted and declared by the Queen's most Excellent Majesty, by and with the advice and consent of the Lords

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spiritual and temporal, and Commons in this present Parliament assembled, and by the authority of the same, as follows:

Sect. 1. *Cost of arbitrations, where either party so requires, to be settled by a master of Superior Courts.*—Where in England, under "The Lands Clauses Consolidation Act, 1845," or any act incorporating the same, any question of disputed compensation is determined by arbitration, the costs of and incidental to the arbitration and award shall, if either party so requires, be taxed and settled as between the parties by any one of the taxing masters of the Superior Courts of law; and such fees may be taken in respect of the taxation as may be fixed in pursuance of the enactments relating to the fees to be demanded and taken in the offices of such masters, and all those enactments, including the enactments relating to the taking of fees, by means of stamps, shall extend to the fees in respect of the said taxation.

2. *Repeal of 31 & 32 Vict. c. 119, s. 33.*—Section thirty-three of the Regulation of Railways Act, 1868, is hereby repealed, and any proceedings commenced in pursuance of that section may be continued under this act as if they had been commenced under it.

3. *Provision respecting lands in Westminster.*—Where any lands by the special act authorised to be taken, are situate within the city and liberty of Westminster, then, with respect to those lands, in every case in which any question of disputed compensation is required by "The Lands Clauses Consolidation Act, 1845," or any act amending the same, to be determined by the verdict of a jury, the high bailiff of the city and liberty of Westminster, or his deputy, shall be deemed to be substituted for the sheriff throughout such of the enactments of "The Lands Clauses Consolidation Act, 1845," and any act amending the same as relate to the reference to a jury.

4. *Short title—Construction of acts.*—This act may be cited as "The Lands Clauses Consolidation Act, 1869," and shall be construed as one with "The Lands Clauses Consolidation Act, 1845," and "The Lands Clauses Consolidation Acts Amendment Act, 1860," and these acts and this act may be cited together as "The Lands Clauses Consolidation Acts, 1845, 1860, and 1869."

32 & 33 VICT. CAP. 19.

An Act for amending the Law relating to Mining Partnerships within the Stannaries of Devon and Cornwall, and to the Court of the Vice-Warden of the Stannaries.—[24th June, 1869.]

32 & 33 VICT. CAP. 20.

An Act to remove Doubts as to the Validity of certain Statutes made by the Convocation of the University of Oxford.—[24th June, 1869.]

32 & 33 VICT. CAP. 21.

An Act to amend the Law relating to the Payment of the Expenses of Commissioners of Inquiry into Corrupt Practices at Elections of Members to serve in Parliament.—[24th June, 1869.]

32 & 33 VICT. CAP. 22.

An Act for raising the Sum of Two million three hundred thousand Pounds by Exchequer Bonds for the Service of the Year ending on the Thirty-first Day of March, One thousand eight hundred and seventy.—[24th June, 1869.]

RECORDERS DEPUTIES ACT.

32 & 33 VICT. CAP. 23.

Cap. 23. An Act to extend the Power of Recorders to appoint Deputies in certain Cases.—[12th July, 1869.]

Whereas by an act passed in the sixth and seventh years of the reign of Her present Majesty, intitled "An Act to amend the Act for the Regulation of Municipal Corporations in England and Wales," the recorders of boroughs having separate courts of quarter sessions are authorised and empowered, in case of sickness or unavoidable absence, to appoint deputies for the time being, and it is expedient to extend to recorders in the exercise, of their civil jurisdiction as judges of the local courts of record in such boroughs, or any of them, a similar power in like cases:

Be it therefore enacted by the Queen's most excellent Majesty, by and with the advice and consent of the Lords spiritual and temporal, and Commons, in this present Parliament assembled, and by the authority of the same, as follows:

Sect. 1. *Power to recorders exercising jurisdiction as justices of local courts of record to appoint deputies in certain cases to act in such courts.*—That the recorder of every borough in which, by charter, custom, or otherwise, there is or ought to be holden a court or courts of record for the trial of civil actions, of which court or courts the recorder is the judge, shall be and he is hereby empowered, in case of sickness or unavoidable absence, to appoint under his hand and seal a barrister of not less than five years standing as his deputy to act for him and in his stead as judge of the court or courts of record then next to be held, or then being held, and not longer or otherwise; and the recorder upon

every occasion of the appointment of a deputy shall forthwith send to the Secretary of State for the Home Department a statement of the reason why such appointment has become necessary: Provided nevertheless, that such court or courts shall not be deemed to have been illegally held, nor the acts of such deputy invalidated, by reason of the cause of absence of the recorder not being deemed to be unavoidable within the meaning of this act.

2. *Extent of act.*—This act shall not apply to Scotland or Ireland.

NEWSPAPERS, PRINTERS, AND READING ROOMS ACT.

32 & 33 VICT. CAP. 24.

An Act to repeal certain Enactments relating to Newspapers, Pamphlets, and other Publications, and to Printers, Typefounders, and Reading Rooms.—[12th July, 1869.]

Be it enacted by the Queen's most excellent Majesty, by and with the advice and consent of the Lords spiritual and temporal, and Commons, in this present Parliament assembled, and by the authority of the same, as follows:

Sect. 1. *Acts and parts of acts in first schedule repealed, except as in second schedule.*—The acts and parts of acts described in the first schedule to this act are hereby repealed, but the provisions of the said acts which are set out in the second schedule to this act shall continue in force in the same manner as if they were enacted in the body of this act; and this act shall not affect the validity or invalidity of anything already done or suffered, or any right or title already acquired or accrued, or any remedy or proceeding in respect thereof, and all such remedies and proceedings may be had and continued in the same manner as if this act had not passed.

2. *Short title.*—This act may be cited as "The Newspapers, Printers, and Reading Rooms Repeal Act, 1869."

FIRST SCHEDULE.

Date of Act.	Title of Act, and part repealed.
36 Geo. 3, c. 8.	An Act for the more effectually preventing Seditious Meetings and Assemblies.
39 Geo. 3, c. 79. in part.	An Act for the more effectual Suppression of Societies established for seditious and treasonable Purposes, and for better preventing treasonable and seditious Practices.
51 Geo. 3, c. 65.	An Act to explain and amend an Act passed in the Thirty-ninth year of his Majesty's Reign, intitled "An Act for the more effectual Suppression of Societies established for seditious and treasonable Purposes, and for better preventing treasonable and seditious Practices," so far as respects certain Penalties on Printers and Publishers.
55 Geo. 3, c. 101. in part.	An Act to regulate the Collection of Stamp Duties and Matters in respect of which Licences may be granted by the Commissioner of Stamps in Ireland
60 Geo. 3, & 1 Geo. 4, c. 9.	An Act to subject certain Publications to the Duties of Stamps upon Newspapers, and to make other Regulations for restraining the Abuses arising from the Publication of blasphemous and seditious Libels.
11 Geo. 4, & 1 Will. 4, c. 73.	An Act to Repeal so much of an Act of the Sixtieth Year of his late Majesty King George the Third, for the more effectual Prevention and Punishment of blasphemous and seditious Libels, as relates to the Sentence of Banishment for the second Offence, and to provide some further Remedy against the Abuse of publishing Libels.
6 & 7 Will. 4, c. 76, in part.	An Act to Reduce the Duties on Newspapers, and to Amend the Laws relating to the Duties on Newspapers and Advertisements.
2 & 3 Vict. c. 12.	An Act to amend an Act of the Thirty-ninth Year of King George the Third, for the more effectual Suppression of Societies established for seditious and treasonable Purposes, and for preventing treasonable and seditious Practices, and to put an end to certain Proceedings now pending under the said Act.
5 & 6 Vict. c. 82, in part.	An Act to assimilate the Stamp Duties in Great Britain and Ireland, and to make Regulations for collecting and managing the same until the Tenth Day of October, One thousand eight hundred and forty-five.
9 & 10 Vict. c. 33, in part.	An Act to amend the Laws relating to Corresponding Societies and the licensing of Lecture Rooms.

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Date of Act.	Title of Act, and part repealed.
16 & 17 Vict. c. 59, in part.	An Act to repeal certain Stamp Duties and to grant others in lieu thereof, to amend the Laws relating to Stamp Duties, and to make perpetual certain Stamp Duties in Ireland.

SECOND SCHEDULE.

(The enactments in this schedule, with the exception of sect. 19 of 6 & 7 Will. 4, c. 76, do not apply to Ireland.)

39 Geo. 3, c. 79.

Sect. 28. *Not to extend to papers printed by authority of Parliament.*—Nothing in this act contained shall extend or be construed to extend to any papers printed by the authority and for the use of either House of Parliament.

Sect. 29. *Printers to keep a copy of every paper they print, and write thereon the name and abode of their employer.*—Penalty of 20l. for neglect or refusing to produce the copy within six months.—Every person who shall print any paper for hire, reward, gain, or profit, shall carefully preserve and keep one copy (at least) of every paper so printed by him or her, on which he or she shall write, or cause to be written or printed, in fair and legible characters, the name and place of abode of the person or persons by whom he or she shall be employed to print the same; and every person printing any paper for hire, reward, gain, or profit who shall omit or neglect to write, or cause to be written or printed as aforesaid, the name and place of his or her employer on one of such printed papers, or to keep or preserve the same for the space of six calendar months next after the printing thereof, or to produce and show the same to any justice of the peace who within the said space of six calendar months shall require to see the same, shall for every such omission, neglect, or refusal forfeit and lose the sum of twenty pounds.

Sect. 31. *Not to extend to impressions of engravings or the pointing names and addresses.*—Nothing herein contained shall extend to the impression of any engraving, or to the printing by letter-press of the name, or the name and address, or business or profession, of any person, and the articles in which he deals, or to any papers for the sale of estates or goods by auction or otherwise.

Sect. 34. *Prosecutions to be commenced within three months after penalty is incurred.*—No person shall be prosecuted or sued for any penalty imposed by this act, unless such prosecution shall be commenced, or such action shall be brought, within three calendar months next after such penalty shall have been incurred.

Sect. 35 (part of). *Recovery of penalties.*—And any pecuniary penalty imposed by this act, and not exceeding the sum of twenty pounds, shall and may be recovered before any justice or justices of the peace for the county, stewardry, riding, division, city, town, or place, in which the same shall be incurred, or the person having incurred the same shall happen to be, in a summary way.

Sect. 36. *Application of penalties.*—All pecuniary penalties hereinbefore imposed by this act shall, when recovered in a summary way before any justice, be applied and disposed of in manner hereinafter mentioned; that is to say, one moiety thereof to the informer before any justice, and the other moiety thereof to his Majesty, his heirs and successors.

51 Geo. 3, c. 65.

Sect. 3. *Name and residence of printers not required to be put to bank notes, bills, &c., or to any paper printed by authority of any public board or public office.*—Nothing in the said act of the thirty-ninth year of King George the Third, chapter seventy-nine, or in this act contained shall extend or be construed to extend to require the name and residence of the printer to be printed upon any bank note, or bank post bill of the Governor and Company of the Bank of England, upon any bill of exchange, or promissory note, or upon any bond or other security for payment of money, or upon any bill of lading, policy of insurance, letter of attorney, deed, or agreement, or upon any transfer or assignment of any public stocks, funds, or other securities, or upon any transfer or assignment of the stocks of any public corporation or company authorised or sanctioned by act of Parliament, or upon any dividend warrant of or for any such public or other stocks, funds, or securities, or upon any receipt for money or goods, or upon any proceeding in any court of law or equity, or in any inferior court, warrant, order, or other papers printed by the authority of any public board or public officer in the execution of the duties of their respective offices, notwithstanding the whole or any part of the said several securities, instruments, proceedings, matters, and things aforesaid shall have been or shall be printed.

6 & 7 Will. 4, c. 76.

Sect. 19. *Discovery of proprietors, printers, or publishers of newspapers may be enforced by bill, &c.*—If any person shall file any bill in any court for the discovery of the name of any person concerned as printer, publisher, or proprietor of any newspaper, or of any matters relative to the printing or publishing of any newspaper, in order the more effectually to bring or carry on any suit or action for damages alleged to have been sustained by

reason of any slanderous or libellous matter contained in any such newspaper respecting such person, it shall not be lawful for the defendant to plead or demur to such bill, but such defendant shall be compellable to make the discovery required; provided always, that such discovery shall not be made use of as evidence or otherwise in any proceeding against the defendant, save only in that proceeding for which the discovery is made.

2 & 3 Vict. c. 12.

Sect. 2. *Penalty upon printers for not printing their name and residence on every paper or book, and on persons publishing the same.*—Every person who shall print any paper or book whatsoever which shall be meant to be published or dispersed, and who shall not print upon the front of every such paper, if the same shall be printed on one side only, or upon the first or last leaf of every paper or book which shall consist of more than one leaf, in legible characters, his or her name and usual place of abode or business, and every person who shall publish or disperse, or assist in publishing or dispersing, any printed paper or book on which the name and place of abode of the person printing the same shall not be printed as aforesaid, shall for every copy of such paper so printed by him or her forfeit a sum not more than five pounds: Provided always, that nothing herein contained shall be construed to impose any penalty upon any person for printing any paper excepted out of the operation of the said act of the thirty-ninth year of King George the Third, chapter seventy-nine, either in the said act or by any act made for the amendment thereof.

Sect. 3. *As to books or papers printed at the university presses.*—In the case of books or papers printed at the University Press of Oxford or the Pitt Press of Cambridge, the printer, instead of printing his name thereon, shall print the following words, "Printed at the University Press, Oxford," or "The Pitt Press, Cambridge," as the case may be.

Sect. 4. *No action for penalties to be commenced except in the name of the Attorney or Solicitor-General in England or the Queen's Advocate in Scotland.*—Provided always, that it shall not be lawful for any person or persons whatsoever to commence, prosecute, enter, or file, or cause or procure to be commenced, prosecuted, entered, or filed, any action, bill, plaint, or information in any of Her Majesty's courts, or before any justice or justices of the peace, against any person or persons for the recovery of any fine, penalty, or forfeiture made or incurred or which may hereafter be incurred under the provisions of this act, unless the same be commenced, prosecuted, entered, or filed in the name of Her Majesty's Attorney-General or Solicitor-General in that part of Great Britain called England, or Her Majesty's Advocate for Scotland (as the case may be respectively); and if any action, bill, plaint, or information shall be commenced, prosecuted, or filed in the name or names of any other person or persons than is or are in that behalf before mentioned, the same and every proceeding thereupon had are hereby declared and the same shall be null and void to all intents and purposes.

9 & 10 Vict. c. 33.

Sect. 1. *Proceedings shall not be commenced unless in the name of the law officers of the Crown.*—It shall not be lawful for any person or persons to commence, prosecute, enter, or file, or cause or procure to be commenced, prosecuted, entered, or filed, any action, bill, plaint, or information in any of Her Majesty's courts, or before any justice or justices of the peace, against any person or persons for the recovery of any fine which may hereafter be incurred under the provisions of the act of the thirty-ninth year of King George the Third, chapter seventy-nine, set out in this act unless the same be commenced, prosecuted, entered, or filed in the name of Her Majesty's Attorney-General or Solicitor-General in England or Her Majesty's Advocate in Scotland, and every action, bill, plaint, or information which shall be commenced, prosecuted, entered, or filed in the name or names of any other person or persons than is in that behalf before mentioned, and every proceeding thereupon had, shall be null and void to all intents and purposes.

32 & 33 VICT. CAP. 25.

An Act to amend the Act of the Twenty-fifth and Twenty-sixth Years of Victoria, Chapter Eighty-three, Section Nine, by extending the Age at which Orphan and Deserted Children may be kept out at Nurse.—[12th July, 1869.]

TITLES OF RELIGIOUS CONGREGATIONS ACT EXTENSION ACT.

32 & 33 VICT. CAP. 26.

An Act to extend to Burial Grounds the Provisions of the Act of the Thirteenth and Fourteenth Years of Her Majesty, Chapter Twenty-eight, intituled "An Act to render more simple and effectual the Titles by which Congregations and Societies for Purposes of Religious Worship or Education in England and Ireland hold Property for such Purposes."—[12th July, 1869.]

Whereas it is expedient to extend the provisions of the said act so as to include burial grounds: Be it enacted by the Queen's most excellent Majesty, by and with the advice and consent of the Lords spiritual and temporal, and Commons, in this present Parliament assembled, and by the authority of the same:

Sect. 1. *Provisions of recited act extended to burial grounds.*—Wherever freehold, leasehold, copyhold, or customary property in England or Wales has been or hereafter shall be acquired by any

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congregation or society or body of persons associated for religious purposes as a burial ground, whether in use or closed, all the provisions in the said recited act made applicable to a chapel, meeting-house, or other place of religious worship shall be applicable to such burial ground, and this act and the said recited act shall be construed as one act: Provided always, that nothing herein contained shall in any way interfere with the Burial Acts.

BEERHOUSES, &c., ACT.

32 & 33 VICT. CAP. 27.

Cap. 27. *An Act to amend the Law for licensing Beerhouses, and to make certain Alterations with respect to the Sale by Retail of Beer, Cider, and Wine.*—[12th July, 1869.]

11 Geo. 4. § 1 Will. 4. c. 64—4 & 5 Will. 4. c. 85—3 & 4 Vict. c. 61—24 & 25 Vict. c. 21—26 & 27 Vict. c. 33—23 & 24 Vict. c. 27.—Whereas by the acts relating to the general sale of beer and cider by retail in England; (that is to say,)

- (1.) An Act of the Session of the last Year of the Reign of King George the Fourth and the First Year of the Reign of King William the Fourth, Chapter Sixty-four, intituled "An act to permit the general Sale of Beer and Cider by Retail in England;"
- (2.) An Act of the Session of the Fourth and Fifth Years of the Reign of King William the Fourth, Chapter Eighty-five, intituled "An Act to amend an Act passed in the first Year of his present Majesty, to permit the general Sale of Beer and Cider by Retail in England;"
- (3.) An Act of the Session of the Third and Fourth Years of the Reign of Her present Majesty, Chapter Sixty-one, intituled "An Act to amend the Acts relating to the general Sale of Beer and Cider by Retail in England;"
- (4.) An Act of the Session of the Twenty-fourth and Twenty-fifth Years of the Reign of Her present Majesty, Chapter Twenty-one, intituled "An Act for granting to Her Majesty certain Duties of Excise and Stamps;"

provision is made for the grant of licences by the excise for the sale by retail of beer and cider upon the terms and conditions therein specified:

And whereas by an act of the session of the twenty-sixth and twenty-seventh years of the reign of Her present Majesty, chapter thirty-three, intituled "An Act for granting to Her Majesty certain Duties of Inland Revenue, and to amend the Laws relating to the Inland Revenue," it is enacted, that any person who after the passing of that act has taken out an excise licence to sell strong beer in casks containing not less than four and a half gallons, or in not less than two dozen reputed quart bottles, at one time, to be drunk or consumed elsewhere than on his premises, may take out an additional licence on payment of the excise duties therein mentioned, and that the same shall authorise such person to sell beer in any less quantity and in any other manner than as aforesaid, but not to be drunk or consumed on the premises where sold, and that such additional licence shall be granted without the production of any certificate, or the possession of any other qualification than the licence therein first mentioned:

And whereas provision is made for the grant of licences by the excise for refreshment houses and for the sale of wine by retail, and for other purposes, by an act of the session of the twenty-third year of the reign of Her present Majesty, chapter twenty-seven, intituled "An Act for granting to Her Majesty certain Duties on Wine Licences and Refreshment Houses, and for regulating the licensing of Refreshment Houses, and the granting of wine licences:"

And whereas it is expedient to make better provision with regard to the granting of the licences hereinbefore mentioned, and for regulating the houses and shops in which beer, cider, and wine are sold by retail:

Be it enacted by the Queen's most excellent Majesty, by and with the advice and consent of the Lords spiritual and temporal, and Commons, in this present Parliament assembled, and by the authority of the same, as follows; (that is to say,)

1. *Application of act.*—This act shall not apply to Scotland or Ireland.

2. *Definition of "beer" and cider.*—For the purposes of this act the term "beer" shall include ale and porter, and the term "cider" shall include perry.

3. *Short title.*—This act may be cited as "The Wine and Beer-house Act, 1869."

4. *Retail licences not to be granted without certificate granted under this act.*—From and after the fifteenth of July, one thousand eight hundred and sixty-nine, no licence or renewal of a licence for the sale by retail of beer, cider, or wine, or any of such articles, under the provisions of any of the said recited acts shall (save as is in this act otherwise provided) be granted except upon the production and in pursuance of the authority of a certificate granted under this act.

Any licence granted or renewed in contravention of this enactment shall be void.

5. *Certificates by whom to be granted.*—Certificates under this act shall be granted by the justices assembled at the general annual licensing meeting held in pursuance of an act of the session of the ninth year of the reign of King George the Fourth, chapter sixty-one, intituled "An Act to regulate the Granting of Licences to Keepers of Inns, Alehouses, and victualling Houses in

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England," or at some adjournment of such meeting held in pursuance of the said last-mentioned act: Provided that certificates for licences under the said acts of the twenty-third year of the reign of Her present Majesty, of the twenty-fourth and twenty-fifth years of the reign of Her present Majesty, and of the twenty-sixth and twenty-seventh years of Her present Majesty, may be granted by justices at the special sessions for transferring licences.

6. *Form of certificate.*—A certificate under this act shall specify the name and address of the person thereby authorised to receive a licence, the description of licence or licences authorised to be granted to him, and whether such licence or licences is or are to be granted for the sale of beer, cider, or wine to be consumed on or off the premises, and the situation of the house or shop in respect of which such grant is authorised. It shall be in force for one year from the date of its being granted, and shall be in the form given in the first schedule hereto, or as near thereto as circumstances admit.

7. *Notice of application.*—Every person intending to apply to the justices for a certificate under this act shall, twenty-one days at least before he applies, give notice in writing of his intention to one of the overseers of the parish, township, or place in which the house or shop in respect of which his application is to be made is situate, and to some constable or peace officer acting within such parish, township, or place, and shall in such notice set forth his name and address, and a description of the licence or licences for which he intends to apply, and of the situation of the house or shop in respect of which the application is to be made; and in the case of a house or shop not theretofore licensed for the sale by retail of beer, cider, or wine, such person shall also within the space of twenty-eight days before such application is made, cause a like notice to be affixed and maintained between the hours of ten in the morning and five in the afternoon of two consecutive Sundays on the door of such house or shop, and on the principal door or on one of the doors of the church or chapel of the parish or place in which such house or shop is situate, or, if there be no such church or chapel, on some other public and conspicuous place within such parish or place.

Where application is made to the justices for the grant of a certificate under this act by way of renewal only, notice in pursuance of this section shall not be requisite.

8. *Provisions of 9 Geo. 4, c. 61 to apply to grants of certificates under this act.*—All the provisions of the said act of the ninth year of the reign of King George the Fourth as to the terms upon which, and the manner in which, and the persons by whom, grants of licences are to be made by the justices at the said general annual licensing meeting, and as to appeal from any act of any justice, shall, so far as may be, have effect with regard to grants of certificates under this act, subject to this qualification, that no application for a certificate under this act in respect of a licence to sell by retail beer, cider, or wine not to be consumed on the premises shall be refused, except upon one or more of the following grounds, viz.:

- (1.) That the applicant has failed to produce satisfactory evidence of good character:
- (2.) That the house or shop in respect of which a licence is sought, or any adjacent house or shop owned or occupied by the person applying for a licence, is of a disorderly character, or frequented by thieves, prostitutes, or persons of bad character:
- (3.) That the applicant having previously held a licence for the sale of wine, spirits, beer, or cider, the same has been forfeited for his misconduct, or that he has through misconduct been at any time previously adjudged disqualified from receiving any such licence, or from selling any of the said articles:
- (4.) That the applicant, or the house in respect of which he applies, is not duly qualified as by law is required:

Where an application for any such last-mentioned certificate is refused on the ground that the house in respect of which he applies is not duly qualified as by law is required, the justices shall specify in writing to the applicant the grounds of their decision.

9. *As to transfer of certificate.*—A certificate may be transferred to a new tenant or occupant of any house or premises in respect of which a licence under any of the said recited acts shall have been granted before the commencement of this act, or in respect of which a certificate shall have been granted under this act, by the justices (or the majority of them) in petty sessions for any borough, county, division, or place within which such house or premises shall be situated, which transferred certificate shall be in force until the then next general annual licensing meeting or special sessions for transferring licences, as the case may be; and it shall be lawful for a new tenant or occupant of any such house or premises as aforesaid, without a certificate, to sell beer, cider, and wine until the then next petty sessions holden in and for the borough, county, division, or place in which such house or premises shall be situated.

10. *As to renewal of licences in force in Middlesex and Surrey.*—A licence in force at the time of the passing of this Act for premises situated in the county of Middlesex or of Surrey may be renewed without a certificate at any time prior to the first general annual licensing meeting held for such counties respectively after the passing of this act.

11. *Penalty on forgery of certificate.*—If any person forge, or tender knowing the same to have been forged, any certificate authorised to be granted by this act, he shall, on summary conviction before two or more justices, be liable to a penalty not exceeding twenty pounds, or, in the discretion of the justices

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before whom he is tried, to imprisonment for any period not exceeding six months, with or without hard labour. Any licence granted in pursuance of such forged certificate, shall be void, and any person making use of such forged certificate, knowing the same to have been forged, shall be disqualified from obtaining at any time thereafter a licence for the sale of beer, cider, or wine by retail under any of the said recited Acts.

12. *Constables may enter on houses licensed to sell beer, &c., not to be consumed on the premises.*—Constables and officers of police may at all times enter into and examine—

- (1.) Any house or shop in respect of which any person is licensed under any of the said recited acts to sell by retail beer, cider, or wine not to be consumed on the premises;
- (2.) Any house or shop in which any person is authorised by virtue of an additional licence under the said recited act of the twenty-sixth and twenty-seventh years of the reign of Her present Majesty to sell beer by retail;
- (3.) Any house or shop licensed for the sale of table beer under the act of the session of the twenty-fourth and twenty-fifth years of the reign of her present Majesty, chapter twenty-one;

In the same manner as if such house or shop were licensed for the sale by retail of beer, cider, or wine to be consumed on the premises; and if any such licensed person, or any servant or other person in his employ or by his direction, refuse to admit or do not admit any constable or officer demanding admittance to such house or shop, such licensed person shall be liable to the same penalties recoverable or to be enforced in the same manner in all respects as if he were licensed in respect of such house or shop to sell by retail beer, cider, or wine to be consumed on the premises, and had refused admittance to such constable or officer.

13. *Proof of money passing not necessary to prove sale.*—In any legal proceeding under any of the said recited acts it shall not be necessary in order to prove the sale of beer, cider, or wine in or upon any house or premises to prove the receipt or payment of any money in respect of such sale, but proof that any beer, cider, or wine was drunk or consumed in or upon such house or premises by any person other than the keeper of such house or premises, or some servant or inmate residing therein, shall be *prima facie* evidence of the sale of such beer, cider, or wine in or upon such house or premises.

14. *In cases of illegal sale on neighbouring premises evidence need not be given of ownership of such premises.*—In any proceeding in relation to any forfeiture or penalty alleged to be incurred by any person licensed to sell by retail beer, cider, or wine, not to be consumed on the premises, for having, with intent to evade the provisions of any Act of Parliament, taken or authorised or suffered any person to take any beer, cider, or wine out of or from the house or premises of such licensed person for the purpose of being for his benefit or profit drunk or consumed in any other house, or in any tent, shed, or other building, premises, or place, it shall not be necessary to prove that such last-mentioned house, tent, shed, building, premises, or place belonged to such licensed person, or was hired, used, or occupied by him, if proof be given to the satisfaction of the justices having cognizance of the case that such beer, cider, or wine was drunk or consumed therein or thereupon with intent to evade the provisions of any such act; and on such proof being given, such beer, cider, or wine shall be deemed to have been drunk or consumed on the premises of the said licensed person, and he shall be subject to the like penalties and forfeitures as if such beer, cider, or wine had been drunk or consumed in any house or on any premises licensed only for the sale thereof not to be consumed on the premises.

15. *Penalty for selling beer or cider to be drunk at illegal times.*—If any person suffer beer or cider to be drunk in his house at any time during which the house ought by law to be closed, he shall be liable, on summary conviction, to a penalty not exceeding forty shillings for each offence.

16. *Persons present in houses open at illegal hours to be liable to penalties.*—Where any person licensed under any of the said recited acts to sell beer, cider, or wine by retail, or any person licensed under the said act of the ninth year of the reign of King George the Fourth, is convicted of keeping his house open for the sale of or of selling beer, cider, wine, spirits, or any other excisable liquor, or of suffering the same to be drunk in such house, at any time during which such house ought by law to be closed, any person (other than the servants or inmates of such house) present in such house at such time shall, unless he account for his presence to the satisfaction of the justices having cognizance of the case, be liable on summary conviction to a penalty not exceeding forty shillings for each offence.

17. *In order to constitute a second or third offence previous offence need not have been committed within a limited period.*—In the following cases, that is to say,

- (1.) Where any person is convicted of an offence against the tenor or conditions of a licence granted to him under any of the said recited acts, or of an offence for which a penalty is imposed by any of the said recited acts;
- (2.) Where any person is convicted of an offence against the tenor of a licence granted to him under the said act of the ninth year of the reign of King George the Fourth; if any previous conviction or convictions since the passing of this act for any of the said offences be proved against him, the offence of which he is last convicted shall be deemed to be a second or third offence, as the case may be: provided that the said previous conviction or convictions did take place within the five years next preceding.

18. *As to management of houses licensed for sale of table beer.*—All houses or shops licensed for the sale of table beer under the act twenty-fourth and twenty-fifth years of Victoria, chapter twenty-one, and all premises on which any person is authorised by virtue of an additional licence granted under the said recited act of the twenty-sixth and twenty-seventh years of the reign of Her present Majesty to sell beer by retail, and all persons holding such licences, shall be subject and liable to all and every the regulations, restrictions, inspections, and penalties as to times of opening and closing of houses, and conduct of persons conducting or carrying on the trade to which beerhouses, and persons licensed to keep the same, are subject and liable under the several statutes relating thereto.

19. *Existing licences to be renewed, except in certain cases.*—Where, on the first of May, one thousand eight hundred and sixty-nine, a licence under any of the said recited acts is in force with respect to any house or shop for the sale by retail therein of beer, cider, or wine to be consumed on the premises, it shall not be lawful for the justices to refuse an application for a certificate for the sale of beer, cider, or wine to be consumed on the premises in respect of such house or shop, except upon one or more of the grounds upon which an application for a certificate under this act in respect of a licence for the sale of beer, cider, or wine, not to be consumed on the premises, may be refused, in accordance with this act: Provided that where a person licensed in respect of such house or shop to sell therein by retail beer, cider, or wine to be consumed on the premises is convicted, after the passing of this act, of more than one offence against the tenor of his licence, or of more than one offence for which any penalty is imposed by any of the said recited acts, the justices by whom such person is convicted may, if they think fit, order that the house or shop shall, for the purposes of this section, be thenceforth deemed to be a house or shop in respect of which no licence for the sale by retail of beer, cider, or wine was in force at the time of the passing of this act: Provided always, that every holder of such licence shall, when required by any two justices, be bound to produce his licence under a penalty not exceeding ten pounds, to be levied in default of payment, on the order of such justices, by distraint upon his goods and chattels; and provided also, that no conviction under the powers and provisions of this act shall be deemed to affect any licence in force as aforesaid, unless the justices by whom such conviction was adjudged shall have directed their clerk to record and the clerk shall have recorded on the licence the fact of that conviction.

20. *Nothing to affect privileges and rights herein named.*—Nothing in this act contained shall be deemed to affect—

(1.) The privileges heretofore enjoyed by any university in England, or the chancellor, masters, and scholars of the same, or their successors:

(2.) The privileges heretofore enjoyed by the masters, wardens, freemen, and commonalty of the vintners of the City of London, except as to those freemen of the said vintners who have obtained their freedom by redemption only:

(3.) The privileges heretofore enjoyed by the mayor or burgesses of the city of St. Albans in the county of Hertford, or their successors:

(4.) The right of any person who is duly authorised by justices of the peace to keep a common inn, alehouse, or victualling house to take out any excise licence:

(5.) The grant of any occasional licence, or the power of any person duly authorised by the excise to sell beer, spirits, or wine at any fair or public races.

21. *As to repeal of acts set forth in second schedule.*—The several parts of the acts set forth in the second schedule hereto shall be repealed to the extent therein specified so far as relates to any licence under any of the said recited acts granted after the passing of this act within any place to which this act applies: Provided that such repeal shall not affect—

(1.) Any liability incurred or thing duly done before the commencement of this act:

(2.) Any penalty, forfeiture, or other punishment incurred in respect of any offence committed before the commencement of this act:

(3.) Any legal proceeding or legal remedy for enforcing or recovering any such liability, thing, penalty, forfeiture, or punishment as aforesaid.

22. *Act to be in force for two years.*—This act shall be in force for two years from the date of the passing thereof, and until the end of the next session of Parliament.

FIRST SCHEDULE.

Form of Certificate.

We, the justices assembled [or being the majority of the justices assembled] at the general annual licensing meeting [or an adjournment of the general annual licensing meeting, or at a special petty session] of Her Majesty's justices of the peace acting for the division [or liberty, &c., as the case may be], of in the county of holden on the day one thousand eight hundred and do hereby authorise the grant to A.B. of in the county of of a licence or licences, if more than one be authorised, to sell by retail [beer, cider, or wine to be consumed on or off the premises] at a house [or shop] situate [describe situation and the particular act or acts under which the licence is to be taken out.] Witness our hands, this day of

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SECOND SCHEDULE.

Acts Repealed.	Title of Act.	Extent of Repeal.
11 Geo. 4 & 1 Will. 4, c. 64.	An Act to permit the general Sale of Beer and Cider by retail in England.	So much of section two as requires the grant of an excise licence under the provisions of the Act to be made within ten days after application has been made for the same.
4 & 5 Will. 4, c. 85.	An Act to amend an Act passed in the first Year of His present Majesty to permit the general Sale of Beer and Cider by retail in England.	Sections two, three, eight, and nine.
3 & 4 Vict. c. 61.	An Act to amend the Acts relating to the general Sale of Beer and Cider in England.	Sections two, three; so much of section four as enacts that in any extra-parochial place or places where no rates are made or collected for the relief of the poor a person applying for a licence shall produce to and deposit and leave with the proper officer of excise granting such licence a certificate in writing, signed by two inhabitant householders of the township or place, certifying that the party applying is the real resident in and occupier of the dwelling-house sought to be licensed, and also certifying the true and real annual value of the same with the premises occupied therewith, according to the best of their judgment and belief; sections five and six.
23 Vict. c. 27.	An Act for granting to Her Majesty certain Duties on Wine Licences and Refreshment Houses, and for regulating the Licensing of Refreshment Houses and the granting of Wine Licences.	Sections thirteen, fourteen, and fifteen.
24 & 25 Vict. c. 21.	An Act for granting to Her Majesty certain Duties of Excise and Stamps.	So much of section three as renders it unnecessary that the person applying for a licence shall produce any certificate.

32 & 33 VICT. CAP. 28.

An Act to afford Facilities for the Establishment and Maintenance of public Parks in Ireland.—[12th July, 1869.]

32 & 33 VICT. CAP. 29.

An Act to render valid certain Title Deeds for Inam Lands.—[12th July, 1869.]

32 & 33 VICT. CAP. 30.

An Act to legalise certain Marriages celebrated at Park Gate Chapel, and to change the Name of the District Chapelry annexed to the Chapel of Cowgill.—[12th July, 1869.]

32 & 33 VICT. CAP. 31.

An Act to confirm an Order made by the Board of Trade under The Sea Fisheries Act, 1868, relating to Langston, and to amend the Forty-fifth Section of the Sea Fisheries Act, 1868.—[12th July, 1869.]

32 & 33 VICT. CAP. 32.

An Act to provide for the Commutation of Pensions payable to Officers and other Persons out of the Sums voted by Parliament to defray the Charges of the Army and Navy Services.—[26th July, 1869.]

32 & 33 VICT. CAP. 33.

An Act to provide for the Collection of Judicial Statistics in Scotland.—[26th July, 1869.]

STIPENDIARY MAGISTRATES (DEPUTIES) ACT.

32 & 33 VICT. CAP. 34.

An Act to amend the Law concerning the Appointment of Deputies by Stipendiary Magistrates.—[26th July, 1869.]

21 & 22 Vict. c. 73, s. 13.—Whereas by the thirteenth section of an act passed in the twenty-first and twenty-second years of the reign of Her present Majesty, chapter seventy-three, power, is given to stipendiary magistrates, with the approval of the Secretary of State for the Home Department, to appoint a deputy for a time not exceeding six weeks in any consecutive period of twelve calendar months:

And whereas it is expedient that such power should be extended:

Be it enacted by the Queen's most excellent Majesty, by and with the advice and consent of the Lords spiritual and temporal, and Commons, in this present Parliament assembled, and by the authority of the same, as follows:

1. *Sect. 13 of recited act repealed.*—The said thirteenth section of the said act is hereby repealed.

2. *Power to stipendiary magistrates to appoint a deputy.*—It shall be lawful for any stipendiary magistrate, or police magistrate, with the approval of the Secretary of State for the Home Department, to appoint a deputy, who shall have practised as a barrister-at-law for at least seven years, to act for him for any time or times not exceeding six weeks in any consecutive period of twelve calendar months, and, in case of sickness or unavoidable absence it shall be lawful for such stipendiary magistrate or police magistrate, with the approval of the Secretary of State for the Home Department, on each occasion of this power being exercised, to appoint a deputy, qualified as aforesaid, for any period not exceeding three calendar months at one time, and every such deputy during the time for which he shall be so appointed shall have all the powers and perform all the duties of the stipendiary magistrate for whom he shall have been so appointed.

32 & 33 VICT. CAP. 35.

An Act to amend "The Prisons (Scotland) Administration Act, 1860."—[26th July, 1869.]

32 & 33 VICT. CAP. 36.

An Act to amend the "Court of Session Act, 1868," in so far as the Exemption of Lighthouse Keepers and their Assistants from serving on Juries is thereby abolished.—[26th July, 1869.]

32 & 33 VICT. CAP. 37.

An Act to authorise the Appointment of District Prothonotaries of the Court of Common Pleas of the County Palatine of Lancaster, and to provide for the better Despatch of Business therein.—[26th July, 1869.]

SPECIAL BAILS ACT.

32 & 33 VICT. CAP. 38.

An Act to facilitate the taking Special Bails in Civil Proceedings depending in the Superior Courts of Law at Westminster, and in Proceedings in Error and on Appeal.—[26th July, 1869.]

Whereas it is expedient to increase the number of persons authorised to take special bails in actions and civil proceedings depending or to be depending in any of the Courts of Queen's Bench, Common Pleas, or Exchequer at Westminster, and in proceedings in error or on appeal arising out of any such actions or proceedings:

Be it enacted by the Queen's most excellent Majesty, by and with the advice and consent of the Lords spiritual and temporal, and Commons, in this present Parliament assembled, and by the authority of the same, as follows:

Sect. 1. *Persons authorised to take affidavits in common law courts may also take bails.*—All persons empowered to take affidavits under any commission now issued or hereafter to be issued under the authority of the act passed in the twenty-ninth year of the reign of King Charles the Second, intituled "An Act for taking Affidavits in the Country, to be made use of in the Courts of King's Bench, Common Pleas, and Exchequer," whether they are or are not attorneys or solicitors, shall and may exercise all the powers which by the act passed in the fourth year of the reign of King William the Third and Queen Mary, intituled "An Act for taking special Bails in the Country upon Actions and Suits depending in the Courts of Queen's Bench, Common Pleas, and Exchequer at Westminster," and by the act passed in the session of Parliament holden in the first and second years of our said lady the Queen, intituled "An Act to extend the Jurisdiction of the Judges of the Superior Courts of Common Law to amend Chapter Fifty-six of the First Year of Her present Majesty's Reign, for regulating the Admission of Attorneys, and to provide for the taking of special Bail in the Absence of the Judges," are given to persons by the commissions issued under those acts or either of them; and such of the enactments of the said acts of the reigns of William and Mary and of Her present Majesty as are now unrepealed shall apply to commissions issued

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under the said act of the reign of Charles the Second, and the persons empowered by those commissions, whether they are or are not attorneys or solicitors, in like manner and to the like extent as if the commissions issued under the said act of Charles the Second were commissions issued under the said other acts respectively. And the persons to whom commissions are issued under the said act of the reign of Charles the Second, under the seal of the Court of Exchequer, may also take recognisances of every kind and all bail, as well in error as otherwise, on the revenue side of the Court of Exchequer, and the said act of the reign of William and Mary, so far as the same is not repealed, shall apply and extend to the last-mentioned recognisances and bail when so taken.

2. *Interpretation of "bail."*—The word "bail" in the said acts of the reigns of William and Mary, and Her present Majesty, as applied to this act, shall include bail in error, and bail on any appeal arising out of any action or civil proceedings in any of the said courts.

3. *Fees.*—The commissioners empowered by this act may demand and receive for any services the same fees as are payable to commissioners under the said act of William and Mary for similar services, or such fees as the Treasury, with the approbation of any three judges of the Superior Courts of law at Westminster, may hereafter authorise to be taken.

4. *Rules and practice.*—The rules and practice of the said courts now in force or hereafter to be made relating to bail shall, so far as they are applicable, apply to all proceedings under this act.

5. *Attorneys not to exercise powers of this act where interested.*—No attorney or solicitor shall exercise any of the powers given by this act in any proceeding in which he is the attorney or solicitor of any of the parties to that proceeding or in which he is interested.

6. *Short title.*—This act may be cited as "The Bails Act, 1869."

32 & 33 VICT. CAP. 39.

An Act to make Provision for the better Government and Administration of Hospitals and other endowed Institutions in Scotland.—[26th July, 1869.]

SUNDAY AND RAGGED SCHOOLS ACT.

32 & 33 VICT. CAP. 40.

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An Act to exempt from rating Sunday and Ragged Schools.—[26th July, 1869.]

Whereas for many years and until lately buildings used as Sunday and Ragged Schools for gratuitous education enjoyed an exemption from poor and other rates, and it is expedient that they should be exempted from such liability: Be it therefore enacted by the Queen's most excellent Majesty, by and with the advice and consent of the Lords spiritual and temporal, and Commons, in this present Parliament assembled, and by the authority of the same, as follows:

Sect. 1. *From 30th September, 1869, Sunday and Ragged Schools may be exempted from rates for relief of poor, &c.*—From and after the thirtieth day of September, one thousand eight hundred and sixty-nine, every authority having power to impose or levy any rate upon the occupier of any building or part of a building used exclusively as a Sunday School or Ragged School may exempt such building or part of a building from any rate for any purpose whatever which such authority has power to impose or levy: Provided, that nothing in this act contained shall prejudice or affect the right of exemption from rating of Sunday or Infant Schools, or for the charitable education of the poor in any churches, district churches, chapels, meeting houses, or other premises, or any vestry rooms belonging thereto, or any part thereof, by virtue of an act passed in the third and fourth years of the reign of King William the Fourth, chapter thirty, intituled "An Act to exempt from Poor and Church Rates all Churches, Chapels, and other Places of Religious Worship."

2. *Interpretation of terms.*—A "Sunday School" shall mean any school used for giving religious education gratuitously to children and young persons on Sunday, and on week days for the holding of classes and meetings in furtherance of the same object, and without pecuniary profit being derived therefrom.

A "Ragged School" shall mean any school used for the gratuitous education of children and young persons of the poorest classes, and for the holding of classes and meetings in furtherance of the same object, and without any pecuniary benefit being derived therefrom except to the teacher of teachers employed.

3. *Extent of act.*—This act shall not extend to Ireland.

4. *Short title.*—This act may be cited as "The Sunday and Ragged Schools (Exemption from Rating) Act, 1869."

ASSESSED RATES ACT.

32 & 33 VICT. CAP. 41.

Cap. 41.

An Act for amending the Law with respect to the rating of Occupiers for short Terms, and the making and collecting of the Poor's Rate.—[26th July, 1869.]

Whereas it is expedient to amend the law relating to the collection of poor rates assessed upon occupiers of hereditaments

held for short terms, and to the making and collecting of the poor-rate:

Be it therefore enacted by the Queen's most excellent Majesty, by and with the advice and consent of the Lords spiritual and temporal, and Commons, in this present Parliament assembled, and by the authority of the same, as follows:

Sec. 1. *Occupiers of tenements let for short terms may deduct the poor-rate paid by them from their rents.*—The occupier of any rateable hereditament let to him for a term not exceeding three months shall be entitled to deduct the amount paid by him in respect of any poor-rate assessed upon such hereditament from the rent due or accruing due to the owner, and every such payment shall be a valid discharge of the rent to the extent of the rate so paid.

2. *Amount of rate payable by occupier.*—No such occupier shall be compelled to pay to the overseers at one time or within four weeks a greater amount of the rate than would be due for one quarter of the year.

3. *Owners may agree to pay the rate, and be allowed a commission.*—In case the rateable value of any hereditament does not exceed twenty pounds, if the hereditament is situate in the metropolis, or thirteen pounds if situate in any parish wholly or partly within the borough of Liverpool, or ten pounds if situate in any parish wholly or partly within the city of Manchester or the borough of Birmingham, or eight pounds if situate elsewhere, and the owner of such hereditament is willing to enter into an agreement in writing with the overseers to become liable to them for the poor-rates assessed in respect of such hereditament, for any term not being less than one year from the date of such agreement, and to pay the poor-rates, whether the hereditament is occupied or not, the overseers may, subject nevertheless to the control of the vestry, agree with the owner to receive the rates from him, and to allow to him a commission not exceeding twenty-five per cent. on the amount thereof.

4. *Vestries may order the owner to be rated instead of the occupier.*—The vestry of any parish may from time to time order that the owners of all rateable hereditaments to which section three of this act extends, situate within such parish, shall be rated to the poor-rate in respect of such rateable hereditaments, instead of the occupiers, on all rates made after the date of such order; and thereupon and so long as such order shall be in force the following enactments shall have effect:

1. The overseers shall rate the owners instead of the occupiers, and shall allow to them an abatement or deduction of fifteen per centum from the amount of the rate:

2. If the owner of one or more such rateable hereditaments shall give notice to the overseers in writing that he is willing to be rated for any term not being less than one year in respect of all such rateable hereditaments of which he is the owner, whether the same be occupied or not, the overseers shall rate such owner accordingly, and allow to him a further abatement or deduction not exceeding fifteen per centum from the amount of the rate during the time he is so rated:

3. The vestry may by resolution rescind any such order after a day to be fixed by them, such day being not less than six months after the passing of such resolution, but the order shall continue in force with respect to all the rates made before the date on which the resolution takes effect:

Provided that this clause shall not be applicable to any rateable hereditament in which a dwelling house shall not be included.

5. *Owners omitting to pay rates before the fifth day of June to forfeit commission.*—When an owner who has become liable to pay the poor-rate omits or neglects to pay, before the fifth day of June in any year, any rate or any instalment thereof which has become due previously to the preceding fifth day of January, and has been duly demanded by a demand-note delivered to him or left at his usual or last known place of abode, he shall not be entitled to deduct or receive any commission, abatement, or allowance to which he would, except for such omission or neglect, be entitled under this act, but shall be liable to pay, and shall pay, such rate or instalment in full.

6. *Repeal of 13 & 14 Vict. c. 99, &c., so far as the same applied to the poor-rate.*—The statute thirteenth and fourteenth Victoria, chapter ninety-nine, with respect to the rating of small tenements, and so much of any local statute as relates to the rating of owners instead of occupiers, are hereby repealed, so far as the same apply to any poor-rate made after this act comes into operation.

7. *Constructive payment of the rate.*—Every payment of a rate by the occupier, notwithstanding the amount thereof may be deducted from his rent as herein provided, and every payment of a rate by the owner, whether he is himself rated instead of the occupier, or has agreed with the occupier or with the overseers to pay such rate, and notwithstanding any allowance or deduction which the overseers are empowered to make from the rate, shall be deemed a payment of the full rate by the occupier for the purpose of any qualification or franchise which as regards rating depends upon the payment of the poor-rate.

8. *Where owners omit to pay rates, the occupiers paying the same may deduct the amount from the rent.*—Where an owner who has undertaken, whether by agreement with the occupier or with the overseers, to pay the poor-rates, or has otherwise become liable to pay the same, omits or neglects to pay any such rate, the occupier may pay the same and deduct the amount from the rent due or accruing due to the owner, and the receipt for such rate shall be a valid discharge of the rent to the extent of the rate so paid.

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9. *Owners to give lists of occupiers and liable to penalty for wilful omission.*—Every owner who agrees with the overseers to pay the poor-rate, or who is rated or liable to be rated for any hereditament instead of the occupier, shall deliver to the overseers, from time to time, when required by them, in writing, a list containing the names of the actual occupiers of the hereditaments comprised in such agreement, or for which he is so rated or liable to be rated; and if any such owner wilfully omits to deliver such list when required to do so, or wilfully omits therefrom or misstates therein the name of any occupier, he shall for every such omission or misstatement be liable, on summary conviction, to a penalty not exceeding two pounds.

10. *Notice to occupiers of rates in arrear.*—Section twenty-eight of "The Representation of the People Act, 1867," with respect to notice to be given of rates in arrear, shall apply to occupiers of premises capable of conferring the Parliamentary franchise, although the owners of such premises have become liable for the rates assessed thereon under the provisions of this act.

11. *Liability of owner under agreement.*—Where the owner has become liable to the payment of the poor-rates, the rates due from him, together with the costs and charges of levying and recovering the same, may be levied on the goods of the owner, and be recovered from him in the same way as poor-rates may be recovered from the occupier.

12. *Recovery of rates unpaid by the owner.*—Notwithstanding the owner of any such rateable hereditament as aforesaid has become liable for payment of the poor-rates assessed thereon, the goods and chattels of the occupier shall be liable to be distrained and sold for payment of such rates as may accrue during his occupation of the premises, at any time whilst such rates remain unpaid by the owner, subject to the following provisions:

1. That no such distress shall be levied unless the rate has been demanded in writing by the overseers from the occupier, and the occupier has failed to pay the same within fourteen days after the service of such demand:

2. That no greater sum shall be raised by such distress than shall at the time of making the same be actually due from the occupier for rent of the premises on which the distress is made:

3. That any such occupier shall be entitled to deduct the amount of rates for which such distress is made, and the expense of distraint, from the rent due or accruing due to the owner, and every such payment shall be a valid discharge of the rent to the extent of the rate and expenses paid.

13. *Owner may appeal against valuation list and rate.*—Every owner of any hereditament for the rates of which he has become liable shall have the same right of appeal (subject to the same conditions and consequences) against the valuation lists and the poor-rates as if he were the occupier thereof.

14. *The overseer to state the period for which poor-rate is made.*—*Proviso.*—The overseers of every parish when they make a poor-rate shall set forth in the title of the rate the period for which the same is estimated, and if the same is payable by instalments the amount of each instalment and the date at which each instalment is payable; provided that if the necessities of the parish shall require it another rate may be made before such period shall have elapsed.

15. *Overseers may make poor-rate payable by instalments.*—The overseers who make the poor-rate for a period exceeding three months may declare that the same shall be paid by instalments at such times as they shall specify, and thereupon each instalment only shall be enforceable as and when it falls due, and the payment of any such instalment shall, as respects any qualification or franchise depending upon the payment of the poor-rate, be deemed a payment of such rate in respect of the period to which such instalment applies.

16. *Provision for successive occupiers, and for occupiers coming into unoccupied hereditaments.*—If the occupier assessed in the rate when made shall cease to occupy before the rate shall have been wholly discharged, or if the hereditament being unoccupied at the time of the making of the rate become occupied during the period for which the rate is made, the overseers shall enter in the rate-book the name of the person who succeeds or comes into the occupation, as the case may be, and the date when such occupation commences, so far as the same shall be known to them, and such occupier shall thenceforth be deemed to have been actually rated from the date so entered by the overseer, and shall be liable to pay so much of the rate as shall be proportionate to the time between the commencement of his occupation and the expiration of the period for which the rate was made, in like manner, and with the like remedy of appeal, as if he had been rated when the rate was made; and an outgoing occupier shall remain liable in like manner for so much and no more of the rate as is proportionate to the time of his occupation within the period for which the rate was made; and the twelfth section of the statute 17 Geo. 2, c. 38, shall be repealed.

17. *When the poor-rate shall be deemed to be made.*—A poor-rate shall be deemed to be made on the day when it is allowed by the justices, and if the justices sever in their allowance then on the day of the last allowance.

18. *Evidence of making and publication of rates.*—The production of the book purporting to contain a poor-rate, with the allowance of the rate by the justices, shall, if the rate is made in the form prescribed by law, be *prima facie* evidence of the due making and publication of such rate.

19. *Overseers to insert names of all occupiers in the rate.*—*Penalty for omission.*—*Saving of franchises.*—The overseers in

making out the poor-rate shall, in every case, whether the rate is collected from the owner or occupier, or the owner is liable to the payment of the rate instead of the occupier, enter in the occupier's column of the rate-book the name of the occupier of every rateable hereditament, and such occupier shall be deemed to be duly rated for any qualification or franchise as aforesaid; and if any overseer negligently or wilfully and without reasonable cause omits the name of the occupier of any rateable hereditament from the rate, or negligently or wilfully misstates any name therein, such overseer shall for every such omission or misstatement be liable on summary conviction to a penalty not exceeding two pounds; provided that any occupier whose name has been omitted shall, notwithstanding such omission and that no claim to be rated has been made by him, be entitled to every qualification and franchise depending upon rating, in the same manner as if his name had not been so omitted.

20. *Interpretation of terms.*—The word "overseer" shall include every authority that makes an assessment for the poor-rate; the words "poor-rate" shall mean the assessment for the relief of the poor, and for the other purposes chargeable thereon according to law, and in the metropolis shall extend to every rate made by the overseers, and chargeable upon the same property as the poor-rate; the word "owner" shall mean any person receiving or claiming the rent of the hereditament for his own use, or receiving the same for the use of any corporation aggregate, or of any public company, or of any landlord or lessee who shall be a minor, a married woman, or insane, or for the use of any person for whom he is acting as agent; the word "parish" shall signify every place for which a separate overseer can be appointed; the word "vestry" shall include not only the vestry of a parish existing under the authority of some general or special act of Parliament, or by special custom or otherwise, but also the meeting of the inhabitants of any township, vill, or place having a separate overseer, and for which a separate poor-rate is made, held after notice given in like manner as is required by law in regard to the meetings of vestries; and the word "metropolis" shall include only the metropolis as defined by "The Metropolis Management Act, 1855."

21. *Application of act.*—This act shall not extend to Scotland or to Ireland.

22. *Short title.—Commencement of act.*—This act may be cited as "The Poor Rate Assessment and Collection Act, 1869," and shall come into operation on the twenty-ninth of September, one thousand eight hundred and sixty-nine: Provided that the vestry of any parish may before that day order that the owners shall be rated instead of the occupiers under this act, but no such order shall take effect until after the said twenty-ninth day of September, one thousand eight hundred and sixty-nine.

32 & 33 VICT. CAP. 42.

An Act to put an End to the Establishment of the Church of Ireland, and to make Provision in respect of the Temporalities thereof, and in respect of the Royal College of Maynooth.—[26th July, 1869.]

32 & 33 VICT. CAP. 43.

An Act to provide for the Payment of Diplomatic Salaries, Allowances, and Pensions.—[2nd August, 1869.]

32 & 33 VICT. CAP. 44.

An Act to make better Provision respecting Greenwich Hospital, and the Application of the Revenues thereof.—[2nd August, 1869.]

POOR LAW UNION LOANS ACT.

32 & 33 VICT. CAP. 45.

An Act to amend the Law relating to the Repayment of Loans to Poor Law Unions.—[2nd August, 1869.]

Whereas it is expedient to amend the law with respect to the repayment of loans to Poor Law Unions:

Be it enacted by the Queen's most excellent Majesty, by and with the advice and consent of the Lords spiritual and temporal, and Commons, in this present Parliament assembled, and by the authority of the same, as follows:

Sect. 1. *Short title.*—This act may be cited as "The Union Loans Act, 1869."

2. *Application of act.*—This act shall not apply to Scotland or Ireland.

3. *Interpretation of terms.*—Words in this act shall have the same meaning as in "The Poor Law Amendment Act, 1834."

4. *Moneys borrowed by guardians to be a charge on common fund.*—In the following cases, namely,—

(1.) Where any moneys borrowed before the passing of this act, and since the twenty-fifth day of March, one thousand eight hundred and sixty-two, by the guardians of any union, with the consent of the Poor Law Board, are owing by such guardians on the twenty-ninth day of September one thousand eight hundred and sixty-nine;

(2.) Where any moneys are borrowed by the guardians of any union, with the consent of the Poor Law Board, after the passing of this act;

Such moneys, with the interest thereon, shall from and after the

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said twenty-ninth day of September, one thousand eight hundred and sixty-nine, be a charge upon and be paid out of the common fund of such union: Provided always, that no moneys borrowed before the passing of this act shall be so charged and paid without the unanimous consent of a meeting of guardians, of which meeting, and of the business to be transacted, at least seven days notice shall be given to each guardian, nor without the consent of the Poor Law Board.

5. *Manner in which moneys borrowed by guardians may be repaid.*—Any sum or sums of money borrowed by the guardians of any union or parish after the passing of this act may, at the option of such guardians, and with the consent of the Poor Law Board, be repaid—

(1.) By thirty equal annual payments of the principal sum borrowed, with the interest on the balance remaining unpaid each year:

(2.) By such equal annual payments as, reckoning principal and interest together, will repay the sum borrowed within thirty years.

6. *Repeal of 14 & 15 Vict. c. 105, s. 7, and provision for future securities.*—Sect. 7 of "The Poor Law Amendment Act, 1851," is repealed in respect of any loan to be effected after this act comes into operation, and thenceforth every security for money borrowed under the authority of any order of the Poor Law Board may be made according to the following form, or as near thereto as the circumstances of the case will admit:

Form of Security.

This deed made the _____ day of _____, in the year one thousand eight hundred and _____, witnesseth that in consideration of the sum of _____ lent to the guardians of the poor of the _____ Union, in the county of _____, or to the guardians of the poor of the parish of _____, in the county of _____, or to the board of management of the _____ District (School or Asylum) or to the churchwardens and overseers of the poor of the parish of _____, or to the overseers of the poor of the township of _____, in the county of _____, under the provisions of the act [here state the act authorising the loan], and in pursuance of and upon the authority of an order of the Poor Law Board, bearing date the _____ day of _____ by [here set out the name and description of the public board, commissioners, or company, or the person, lending the money], the receipt of which sum is testified by the memorandum at the foot thereof, signed by our treasurer [or, in the case of the overseers, by us], we the said guardians do hereby charge the common fund of the said union or the poor-rates of the said parish, or we, the said board of management, do charge the common fund of the district, or the poor-rates to be raised in the several unions and parishes combined in the said district, namely [here set out the names of the unions and parishes combined in the district], or we the said churchwardens and overseers or overseers do hereby charge the future poor-rates of the said parish or township with the repayment of the said sum of _____ by [here insert the number of yearly instalments by which the loan is to be repaid, not exceeding the number limited by the statute or statutes under which it is advanced, but including those to which the time of repayment may have been extended under any statute in that behalf] instalments on the day in the years following, that is to say, the sum of _____ on the _____ day of _____ in the year one thousand eight hundred and _____ the sum of _____ on the _____ day of _____ in the year one thousand eight hundred and _____ the sum of _____ on the _____ day of _____ in the year one thousand eight hundred and _____, together with interest at the rate of _____ pounds per centum per annum yearly on the days aforesaid or half-yearly on the _____ day of _____ and on the _____ day of _____ in every year upon the principal for the time being unpaid according to the terms of this security or by instalments of the sum of _____ in respect of the principal and interest of the sum so borrowed to be paid on the _____ day of _____ in every succeeding year during a period not exceeding _____ years; provided that nothing herein contained shall prevent the said _____ from receiving the repayment of the whole or part of the aforesaid sum at any time before the day of payment of the last instalment if willing to do so.

In testimony whereof we the guardians aforesaid, or we the said board of management, have hereunto affixed our common seal, or we the said churchwardens and overseers or overseers have hereunto set our hands and seals.

(L.S.) (L.S.) (L.S.)
Received this _____ day of _____ the above-mentioned sum of _____ from the said _____ A.B., Treasurer of the _____ Union, or of the parish of _____, or of the said district board, or C.D. and E.F., Churchwardens, and Overseers G.H. and I.K., of the poor of the said parish, or G.H. and I.K., Overseers of the poor of the said township.

(Seal of the Poor Law Board.) (L.S.)
Registered by the Poor Law Board this _____ day of _____ one thousand eight hundred and _____

NOTE.—The twenty-second and twenty-third Victoria, chapter forty-nine, section three, enacts that in the case of any debt charged by guardians upon the poor-rates made repayable by instalments, each instalment shall be payable within one year next after the day when the same shall fall due, unless the Poor Law Board shall allow an extension of the time for the payment not exceeding six months, and the interest shall be payable within the like times only as the principal.

DEBTS OF DECEASED PERSONS ACT.

32 & 33 VICT. CAP. 46.

An Act to abolish the Distinction as to Priority of Payment which now exists between the specialty and simple Contract Debts of deceased Persons.—[2nd August, 1869.]

Whereas it is expedient to abolish the distinction as to priority of payment between specialty and simple contract debts of deceased persons: Be it therefore enacted by the Queen's most excellent Majesty, by and with the advice and consent of the Lords spiritual and temporal, and Commons, in this present Parliament assembled, and by the authority of the same, as follows:

Sect. 1. *All specialty and simple contract debts of deceased persons stand in equal degree after 1st January, 1870.*—In the administration of the estate of every person who shall die on or after the first day of January, one thousand eight hundred and seventy, no debt or liability of such person shall be entitled to any priority or preference by reason merely that the same is secured by or arises under a bond, deed, or other instrument under seal, or is otherwise made or constituted a specialty debt; but all the creditors of such person, as well specialty as simple contract, shall be treated as standing in equal degree, and be paid accordingly out of the assets of such deceased person, whether such assets are equal or equitable, any statute or other law to the contrary notwithstanding: Provided always, that this act shall not prejudice or affect any lien, charge, or other security which any creditor may hold or be entitled to for the payment of his debt.

2. *Extent of act.*—This act shall not extend to Scotland.

HIGH CONSTABLE'S OFFICE ABOLITION, &c., ACT.

32 & 33 VICT. CAP. 47.

An Act to provide for the Discharge of the Duties heretofore performed by High Constables and for the Abolition of such Office, with certain Exceptions.—[2nd August, 1869.]

Whereas it is expedient to abolish the office of high constable in England and Wales, except in certain cases, and to make provision for the discharge of the duties heretofore performed by such constables:

Be it enacted by the Queen's most excellent Majesty, by and with the advice and consent of the Lords spiritual and temporal, and Commons, in this present Parliament assembled, and by the authority of the same, as follows:

Sect. 1. *Interpretation of terms.*—For the purposes of this act the word "high constable" shall include any constable of any hundred or other like district, and any officer discharging the duties usually performed by high constables by whatever name such officer shall be called; and the word "county" shall include any riding, division, liberty, and place having separate quarter sessions of the peace.

2. *When vacancies not to be filled up.*—It shall be the duty of the justices of the peace for every county in quarter sessions assembled in the month of January next after the passing of this act to consider and determine whether it is necessary that the office of high constable of each hundred or other like district within their jurisdiction should be continued, and whenever such justices so assembled as aforesaid shall have determined in the case of any such hundred or other like district that it is not necessary that the office of high constable should be continued, they shall send notice of such determination to the person or persons in whom the appointment of such high constable is vested, and on the occurrence thereafter of any vacancy in such office such vacancy shall not be filled up, but this provision shall not apply to the case of any high constable who is by law or custom returning officer at any Parliamentary or municipal election, or is charged with the supervision of the register of electors, or in whom is vested by virtue of his office any real property.

3. *How notices are to be sent.*—It shall be the duty of the clerk to the justices of the peace in each petty sessional division, other than those which are either wholly or partly within the metropolitan police district or the City of London, to send by post to the proper parties in such division all notices of the holding of special or other sessions, of days of appeal, and of any other matter or thing (except such as relate to claims against the hundred or other like district, or to Parliamentary or municipal elections, or the registration of electors) of which notices are now by law or custom served upon or sent to any parochial officer or other person by high constables, and no precept or notice to perform any such duty in any such division shall hereafter be issued to any high constable, after the passing of this act.

4. *Provisions of 7 & 8 Vict. c. 33 to come into general operation.*—All the provisions of the act passed in the session of Parliament holden in the seventh and eighth years of the reign of Her present Majesty Queen Victoria, intitled "An Act for facilitating the Collection of County Rates and for relieving High Constables from attendance at Quarter Sessions in certain Cases and from certain other Duties," which under such act are to come into force upon the occurrence of any vacancy in the office of high constable of any hundred, shall come into force immediately after the passing of this act in every case as if a vacancy in such office had occurred.

5. *Chief constable to act in case of claims against hundred.*—In

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every action to be brought or summary claim to be preferred against any hundred or other like district, of which there is no high constable, the process for appearance in the action and the notice required in the case of the claim shall be served upon the chief constable or other acting chief officer of police for the time being of the county in which such hundred or district is situate, and all matters which by any act the high constable of a hundred is authorised or required to do in either of such cases shall be done by the officer so served, who shall have the same powers, rights, and remedies, and be subject to the same liabilities as any high constable would but for the passing of this act have had and incurred under any act of Parliament, and in case of the termination of his office by death or otherwise his successor shall act in his stead.

6. *Pensions may be given in certain cases.*—If it shall appear to the justices assembled at any court of quarter sessions that any high constable within the jurisdiction of such court, holding office for life or during good behaviour, has suffered or is likely to suffer by reason of the passing of this act any loss of emolument heretofore chargeable upon the county stock or rate, it shall be lawful for such justices upon the application of any such constable, notice having been given at a previous meeting of the court, to order that such sum shall be annually or quarterly paid to such constable during his life and charged upon the county stock or rate as shall seem to them reasonable, regard being had to the cessation of any duties in respect of which such emoluments had theretofore been received by him and to any other circumstances in the case, and in the case of any such constable holding office as aforesaid, and remunerated by salary conditional upon the discharge of the duties of his office, the annual sum to be awarded him by such order shall not be less than two-thirds of such salary.

7. *Provision in case of hundreds situate partly in boroughs.*—When part of any hundred or other like district is within the limits of any borough or place having separate police jurisdiction, such hundred or district shall, for the purposes of this act, be deemed to be in the county in which the other part of such hundred or district is situate.

8. *Short title.*—This act may be cited as "The High Constables Act, 1869."

COMPANIES CLAUSES ACT (1863) AMENDMENT ACT.

32 & 33 VICT. CAP. 48.

Cap. 48. *An Act to amend "The Companies Clauses Act, 1863."*—[2nd August, 1869.]

Whereas "The Companies Clauses Act, 1863," has been amended in certain respects as regards railway companies, and it is expedient that such amendments should extend to other companies:

Be it therefore enacted by the Queen's most excellent Majesty, by and with the advice and consent of the Lords spiritual and temporal, and Commons, in this present Parliament assembled, and by the authority of the same, as follows:

Sect. 1. *Amendment of Part III. of 26 & 27 Vict. c. 118, as to rate of interest on debenture stock.*—Part III. of "The Companies Clauses Act, 1863," shall be read and have effect as if the following words, that is to say, "not exceeding the rate prescribed in the special act, and if no rate is prescribed, then not exceeding the rate of four pounds per centum per annum," had not been inserted in section 22 of that act, and any special act of a company passed before the passing of this act, prescribing any rate, shall be read and have effect as if no rate had been prescribed therein.

2. *Restriction on rate of interest on debenture stock already authorised.*—Provided that any debenture stock, the creation whereof has been authorised by a company, but which has not been issued before the passing of this act, shall not be issued on any terms other than those whereon it might have been issued if this act had not been passed, unless and until the issue thereof, on terms other than as aforesaid, is after the passing of this act authorised by the company in manner provided in section 22 of "The Companies Clauses Act, 1863."

3. *Power to issue debenture stock, subject to Part III. of 26 & 27 Vict. c. 118.*—Any company having power to raise money on mortgage or bond by virtue of any act of Parliament, but not having power to create and issue debenture stock, may create and issue debenture stock subject to the provisions of Part III. of "The Companies Clauses Act, 1863" relating to debenture stock, and Part III. of the said act, as amended by this act, shall be deemed to be incorporated with the special act of every such company.

4. *Advances to meet debentures falling due.*—Money borrowed by a company for the purpose of paying off and duly applied in paying off bonds or mortgages of the company given or made under the statutory powers of the company shall, so far as the same is so applied, be deemed money borrowed within and not in excess of such statutory powers.

5. *Power to issue shares or stock at discount.*—Section 21 of "The Companies Clauses Act, 1863," shall, with respect to any company to which it is applicable under the provisions of this or any other act, be read and have effect as if the following words, that is to say, "but so that no less than the full nominal amount of any share or portion of stock be payable or paid in respect thereof," had not been inserted in that section.

6. *Power to issue residue of original or other capital at discount.*

—Any shares forming part of the capital (whether original or additional) authorised to be raised by any special act of a company passed before the present session which have not been disposed of may be disposed of in manner provided by Part II. of "The Companies Clauses Act, 1863," as amended by this act, and that part, as so amended, shall be deemed incorporated with such special act accordingly.

7. *Restriction on issuing at discount shares or stock already authorised.*—Provided, that any shares, the creation whereof has been authorised by a company, but which have not been issued before the passing of this act, shall not be issued on any terms other than those whereon the same might have been issued if this act had not been passed unless and until the issue thereof on terms other than as aforesaid is after the passing of this act authorised by the company in manner provided by Part II. of "The Companies Clauses Act, 1863."

8. *Act not to affect provisions as to capital upon which the dividend is limited.*—Provided always, that this act shall not be construed to alter or extend the provisions of any act relating to share capital in respect of which the amount of profits to be divided is limited to a fixed rate per centum upon the paid-up capital of the company.

9. *Short title.*—This act may be cited as "The Companies Clauses Act, 1869."

FINES AND FEES COLLECTION ACT.

32 & 33 VICT. CAP. 49.

An Act to enable local Authorities to collect Fines and Fees by Means of Stamps.—[2nd August, 1869.]

Whereas it is expedient to authorise the collection of certain fees and fines hereafter mentioned by means of stamps:

Be it therefore enacted by the Queen's most excellent Majesty, by and with the advice and consent of the Lords spiritual and temporal, and Commons, in this present Parliament assembled, and by the authority of the same, as follows:

1. *Short title.*—This act may be cited for all purposes as "The Local Stamp Act, 1869."

2. *Application of act.*—This act shall not apply to Scotland or Ireland.

3. *Interpretation of "local authority."*—For the purposes of this act "local authority" shall mean in any county, parts, liberty, or division of a county having a separate commission of the peace, the justices in general or quarter sessions assembled; in any borough subject to the jurisdiction of a council or other governing body, the council or other governing body for the borough.

4. *Power to collect fees and penalties by stamps.*—Whenever all the clerks of special and petty sessions and all the clerks of the justices of the peace within the jurisdiction of any local authority are paid in the whole or partly by salaries, by virtue of any order made under the act of the session of the fourteenth and fifteenth years of the reign of Her present Majesty, chapter fifty-five, it shall be lawful for any such local authority, if they think fit, notice having been given at a previous meeting of the local authority of such purpose, to order that, from and after a day to be named in such order, all or any of the fees, fines, and penalties payable to the treasurer of the county, parts, liberty, division, or borough respectively within the jurisdiction of such local authority, or to any person on account of such treasurer, shall be received by such treasurer or such person as aforesaid by means of stamps denoting the sums payable, and not in money, and to cause such dies to be made as may be required for the purpose of carrying into effect this act; subject nevertheless to such rules as may from time to time be made and published by such local authority, with the approval of one of Her Majesty's Principal Secretaries of State, and with the assent, so far as relates to the pattern, colour, and form of stamps and dies, and the making and impressing of the same, of the Commissioners of Inland Revenue; and it shall be lawful for any such local authority from time to time, with the like notice, to revoke, vary, or renew any such order, the like approval and assent being first obtained for any such variation or renewal.

5. *Unstamped document not to be valid.*—Any document to or on which a stamp or stamps ought to be affixed or impressed under this act, or under any rule for the time being in force under this act within the jurisdiction of any local authority, shall not be of any validity unless the proper stamp or stamps has or have been affixed or impressed, or unless a certificate has been signed thereon by a justice of the peace acting in the matter to the effect that he has excused or postponed the affixing or impressing of the proper stamp or stamps, in which case the document shall be of the same validity as if the proper stamp or stamps had been duly affixed or impressed; Provided that if any such document is, through mistake or inadvertence, received, lodged, recorded, or used without being properly stamped, it shall be competent for the court or judge before whom the cause or proceeding depends to which such document relates to order that the same be stamped as in such order may be directed; and on every such document being stamped accordingly, the same, and every proceeding relative thereto, shall be as valid as if such document had been properly stamped in the first instance.

6. *Authority to sell stamps—Penalty.*—The local authority may, by order under the hands of any two of their number, authorise any persons to sell or distribute stamps for the purpose of this act, upon such terms and subject to such conditions as such local authority may direct, and may from time to time revoke any

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authority so granted. If any person not authorised as aforesaid sells or distributes any such stamps as are authorised to be used for the purpose of this act, he shall upon summary conviction be liable to a penalty not exceeding five pounds.

7. *Expenses of act.*—All expenses which may be incurred by any local authority in or about the preparing or making of dies or stamps, or in or about the carrying into execution of any of the powers given them by this act, shall be defrayed out of and be a charge upon the county or borough rate respectively of such local authority.

8. *Penalties for offences herein named.*—If any person is guilty of any of the following offences,—

- (1.) Forges or counterfeits, or causes or procures to be forged or counterfeited, any stamp or die, or any part of any stamp or die, provided, made, or used in pursuance of this act; or,
- (2.) Forges or counterfeits, or causes or procures to be forged or counterfeited, the impression, or any part of the impression, of any such stamp or die as aforesaid upon any document; or,
- (3.) With intent to defraud the local authority, stamps, or marks, or causes or procures to be stamped or marked, any document with any such forged or counterfeited stamp or die;
- (4.) Sells or exposes for sale any document having thereupon the impression of any such forged or counterfeited stamp or die, or part of any such stamp or die, or any such forged or counterfeited impression or part of an impression, knowing the same to be forged or counterfeited; or,
- (5.) Fraudulently cuts or gets off, or causes or procures to be cut or got off, the impression of any such stamp or die from any document, with intent to use the same for any other document; or,
- (6.) Knowingly and without lawful excuse (the proof whereof lies on the person accused) has in his possession any false, forged, or counterfeited die, plate, or other instrument, or part of any such die, plate, or instrument, resembling or intended to resemble, either wholly or in part, any stamp or die which at any time whatever has been or may be provided, made, or used by or under the direction of the local authority for the purposes of this act; or,
- (7.) Knowingly and without lawful excuse (the proof whereof lies on the person accused) has in his possession any vellum, parchment, or paper having thereon the impression of any such false, forged, or counterfeit stamp or die, or having thereon any false, forged, or counterfeit mark, or impression resembling or representing, either wholly or in part, or intended or liable to pass or be mistaken for any such stamp or die;
- (8.) With intent to defraud the local authority, forges or alters, or offers, utters, disposes of, or puts off, knowing the same to be forged or altered, any certificate of a justice of the peace under this act, or any signature to any certificate purporting to be signed by a justice of the peace under this act;

Every person so offending, and every person knowingly and wilfully aiding and abetting any person in committing any such offence, and being thereof lawfully convicted, shall be judged guilty of felony, and shall be liable, at the discretion of the court, to penal servitude for any term not less than five years, or to be imprisoned for any term not exceeding two years.

32 & 33 VICT. CAP. 50.

An Act to provide for Superannuation Allowances to Medical Officers of Poor Law Unions, and of Dispensary Districts of such Unions, in Ireland.—[2nd August, 1869.]

COUNTY COURTS (ADMIRALTY JURISDICTION) ACT (1868) AMENDMENT ACT.

32 & 33 VICT. CAP. 51.

Cap. 51.

An Act to amend "The County Courts (Admiralty Jurisdiction) Act, 1868," and to give jurisdiction in certain Maritime Causes.—[2nd August, 1869.]

Be it enacted by the Queen's most excellent Majesty, by and with the advice and consent of the Lords spiritual and temporal, and Commons, in this present Parliament assembled, and by the authority of the same, as follows:

Sect. 1. *Short title.*—This act may be cited as "The County Courts Admiralty Jurisdiction Amendment Act, 1869," and shall be read and interpreted as one act with the County Courts Admiralty Jurisdiction Act, 1868."

2. *Extension of jurisdiction over ships and goods.*—If parties agree, causes in respect of claims of higher amount may be determined by County Court.—Any County Court appointed or to be appointed to have Admiralty jurisdiction shall have jurisdiction, and all powers and authorities relating thereto, to try and determine the following causes:

- (1.) As to any claim arising out of any agreement made in relation to the use or hire of any ship, or in relation to the carriage of goods in any ship, and also as to any claim in tort in respect of goods carried in any ship, provided the amount claimed does not exceed three hundred pounds:

(2.) As to any cause in respect of any such claim or claims as aforesaid, but in which the amount claimed is beyond the amount limited as above mentioned, when the parties agree, by a memorandum signed by them or by their attorneys or agents, that any County Court having Admiralty jurisdiction, and specified in the memorandum, shall have jurisdiction.

3. *Proceedings in rem or in personam.*—The jurisdiction conferred by this act and by "The County Courts Admiralty Jurisdiction Act, 1868," may be exercised either by proceedings in rem or by proceedings in personam.

4. *Amendment of sect. 3 of 31 & 32 Vict. c. 71.*—The third section of "The County Courts Admiralty Jurisdiction Act, 1868," shall extend and apply to all claims for damage to ships, whether by collision or otherwise, when the amount claimed does not exceed three hundred pounds.

5. *As to appointment of mercantile assessors.*—In any Admiralty or maritime cause the judge may, if he think fit, or, on the request of either party, be assisted by two mercantile assessors; and all the provisions of "The County Courts Admiralty Jurisdiction Act, 1868," with reference to nautical assessors, shall apply to the appointment, approval, summoning, and remuneration of such mercantile assessors.

6. *Power of assessor of Court of Passage to make general rules and orders.*—The assessor of the Court of Passage of the borough of Liverpool shall have power from time to time to make general rules and orders for regulating the practice and procedure of the Admiralty and maritime jurisdiction in the said court, and for other purposes mentioned in section thirty-five of "The County Courts Admiralty Jurisdiction Act, 1868;" and any general rules and orders already made or hereafter to be made by the said assessor for any of the purposes aforesaid shall be of full force and effect as if the same had been made under this or the aforesaid act.

2. *Commencement of act.*—This act shall come into operation on the first day of September, one thousand eight hundred and sixty-nine.

32 & 33 VICT. CAP. 52.

An Act for the Amendment of "The Shipping Dues Exemption Act, 1867."—[2nd August, 1869.]

32 & 33 VICT. CAP. 53.

An Act to amend the Cinque Ports Act.—[2nd August, 1869.]

32 & 33 VICT. CAP. 54.

An Act to amend the Act of the First and Second Years of Victoria, Chapter Fifty-six, intituled "An Act for the more Effectual Relief of the Destitute Poor in Ireland."—[2nd August, 1869.]

MUNICIPAL FRANCHISE ACT.

32 & 33 VICT. CAP. 55.

An Act to shorten the Term of Residence required as a Qualification for the Municipal Franchise, and to make Provision for other Purposes.—[2nd August, 1869.]

Whereas it is expedient to shorten the term of occupation and residence required as a qualification for the municipal franchise, and to make provision for other purposes: Be it therefore enacted by the Queen's most excellent Majesty, by and with the advice and consent of the Lords spiritual and temporal, and Commons, in this present Parliament assembled, and by the authority of the same, as follows; that is to say,

Sect. 1. *Sect. 9 of 5 & 6 Will. 4, c. 76, repealed.*—One year's occupation to entitle persons to municipal franchise.—The ninth section of the act of the session of the fifth and sixth years of King William the Fourth, chapter seventy-six, shall be repealed, and instead thereof be it enacted, that every person of full age who on the last day of July in any year shall have occupied any house, warehouse, counting-house, shop, or other building within any borough during the whole of the preceding twelve calendar months, and also during the time of such occupation, shall have resided within the said borough, or within seven miles of the said borough, shall, if duly enrolled in that year according to the provisions contained in the said act of the session of the fifth and sixth years of King William the Fourth, chapter seventy-six, and the acts amending the same, be a burgess of such borough and member of the body corporate of the mayor, aldermen, and burgesses of such borough: Provided that no such person shall be so enrolled in any year unless he shall have been rated in respect of such premises so occupied by him within the borough to all rates made for the relief of the poor of the parish wherein such premises are situated during the time of his occupation as aforesaid, and unless he shall have paid on or before the twentieth day of July in such year all such rates, including therein all borough rates, if any, directed to be paid under the provisions of the said acts, as shall have become payable by him in respect of the said premises up to the preceding fifth day of January: Provided also, that the premises in respect of the occupation of which any person shall have been so rated need not be the same premises or in the same parish, but may be different premises in the same parish or in different parishes: Provided also, that no person being an alien shall be so enrolled in any year, and that no person shall be so enrolled in any year who, within twelve

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calendar months next before the said last day of July, shall have received parochial relief or other alms: Provided also, that the respective distances mentioned in this act shall be measured in the manner directed by section seventy-six of the act of the session of the sixth and seventh years of Queen Victoria, chapter eighteen.

2. *Saving rights under existing burgess roll.*—Nothing in this act contained shall affect any existing burgess roll, but every such roll shall continue in force until the first day of November, one thousand eight hundred and sixty-nine.

3. *Councillor or alderman may reside within fifteen miles of borough.*—Any such occupier as aforesaid, who shall be rated in respect of premises as in this act mentioned, shall be entitled to be elected a councillor or an alderman of any borough, if resident within fifteen miles of said borough, although by reason of his residence beyond seven miles of the borough he is not entitled to be on the burgess roll of such borough, provided that he is otherwise qualified to be on the burgess roll, and to be elected a councillor or an alderman for such borough, and the following enactments shall take effect with respect to such occupiers:

1. The overseers shall make out and publish a separate list containing the name of every such occupier at the same time and in the same manner as the burgess list, and all the provisions of the said act of the fifth and sixth William the Fourth, chapter seventy-six, and the acts amending the same with respect to objections and claims shall, as nearly as circumstances admit, apply to such separate list.

2. The separate list so made out shall be revised in the like manner as the burgess list, and when so revised shall be delivered to the town clerk and copied as a separate list at the end of the burgess roll.

4. *Qualification for aldermen and councillors.*—When any borough, consisting of less than four wards, shall at any time hereafter be divided into a greater number of wards, the qualification for an alderman or councillor of such borough shall not be increased or altered in consequence of such division, but shall continue the same as if such borough consisted of less than four wards.

5. *Proprietors of shares in companies not to be deemed contractors, &c., and not to be disqualified from election to municipal offices by reason of such holding.*—From and after the passing of this act no person shall be deemed to have had or to have an interest in a contract or employment with, by, or on behalf of the council of any borough by reason only of his having had or having a share or interest in any railway company or in any company incorporated by act of Parliament or by Royal charter, or under "The Companies Act, 1862," and no councillor, alderman, or mayor in any municipal corporation shall be deemed to have been or to be disqualified to be elected or to be such councillor, alderman, or mayor by reason only of his having had or having any share or interest in any railway company or in any company incorporated by act of Parliament or royal charter, or under "The Companies Act, 1862," but all elections of councillors, aldermen, or mayors as aforesaid shall be deemed and taken to have been and to be valid, notwithstanding any such share or interest as aforesaid.

6. *Who may nominate for office of auditor and assessor.*—At any election of auditors, revising assessors, or ward assessors, any person entitled to vote may nominate for the office of auditor or assessor, in like manner as such person can nominate for the office of councillor under and by virtue of the provisions in that behalf contained in the twenty-second Victoria, chapter thirty-five, and the proceedings in relation to such nomination and election shall be in all respects the same as are prescribed in the said act in relation to the election of councillors.

7. *Time for receipt of nominations.*—Every nomination for the office of councillor, assessor, or auditor must be sent to the town clerk so that the same shall be received in his office before five o'clock in the afternoon of the last day on which any such nomination may by law be made.

8. *Elections to supply extraordinary vacancies.*—If any extraordinary vacancy shall happen in the office of assessor, and at the same time a vacancy shall exist or arise in the office of councillor which cannot be legally filled up before the vacant office of assessor has been or can be by law filled up, the election to supply such vacant office of councillor shall be held before the alderman of the ward, or the mayor where the borough is not divided into wards, the continuing assessor, and such burgess (not being a burgess representing or enrolled on the burgess list for that ward, if the borough is divided into wards), as the mayor shall by writing under his hand appoint.

9. *Words importing the masculine gender to include females.*—In this act and the said recited act of the fifth and sixth years of King William the Fourth, chapter seventy-six, and the acts amending the same, wherever words occur which import the masculine gender the same shall be held to include females for all purposes connected with and having reference to the right to vote in the election of councillors, auditors, and assessors.

10. *Act to be construed with 5 & 6 Will. 4, c. 76, &c.*—This act shall be construed as one with the said act of the session of the fifth and sixth years of King William the Fourth, chapter seventy-six, and the acts amending the same, except so far as the same are altered or repealed by this act, and the words used in this act shall have the same meaning as in the said acts.

11. *Extent of act.*—This act shall not apply to Scotland or Ireland.

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ENDOWED SCHOOLS ACT.

32 & 33 VICT. CAP. 56.

An Act to amend the Law relating to Endowed Schools and other Educational Endowments in England, and otherwise to provide for the Advancement of Education.—[2nd August, 1869.]

Whereas the commissioners appointed by Her Majesty under letters patent dated the 28th day of December, one thousand eight hundred and sixty-four, to inquire into the education given in schools not comprised within the scope of certain letters patent of Her Majesty, bearing date respectively the thirtieth day of June, one thousand eight hundred and fifty-eight, and the eighteenth day of July, one thousand eight hundred and sixty-one, have made their report, and thereby recommended various changes in the government, management, and studies of endowed schools, and in the application of educational endowments, with the object of promoting their greater efficiency, and of carrying into effect the main designs of the founders thereof, by putting a liberal education within the reach of children of all classes; and have further recommended other measures for the object of improving education:

And whereas such objects cannot be attained without the authority of Parliament:

Be it enacted by the Queen's most excellent Majesty, by and with the advice and consent of the Lords spiritual and temporal, and Commons, in this present Parliament assembled, and by the authority of the same, as follows:

Preliminary.

SECT. 1. *Short title.*—This act may be cited as "The Endowed Schools Act, 1869."

2. *Application of act.*—This act shall not apply to Scotland or Ireland.

3. *Commencement of act.*—This act shall come into operation on the passing thereof, which date is in this act referred to as the commencement of this act.

4. *Definition of "endowment."*—In this act, unless the context otherwise requires, the term "endowment" means every description of property, real, personal, and mixed, which is dedicated to such charitable uses as are referred to in this act, in whomsoever such property may be vested, and in whose name it may be standing, and whether such property is in possession or in reversion, or a thing in action.

5. *Definition of "educational endowment."*—In this act, unless the context otherwise requires, the term "educational endowment" means an endowment or any part of an endowment which, or the income whereof, has been made applicable or is applied for the purposes of education at school of boys and girls or either of them, or of exhibitions tenable at a school or an university or elsewhere, whether the same has been made so applicable by the original instrument of foundation or by any subsequent act of Parliament, letters patent, decree, scheme, order, instrument, or other authority, and whether it has been made applicable or is applied in the shape—of payment to the governing body of any school or any member thereof, or to any teacher or officer of any school, or to any person bound to teach, or to scholars in any school, or their parents, or—of buildings, houses, or school apparatus for any school, or otherwise howsoever.

6. *Definition of "endowed school."*—In this act, unless the context otherwise requires, the term "endowed school" means a school which is (or if it were not in abeyance would be) wholly or partly maintained by means of any endowment: Provided that a school belonging to any person or body corporate shall not by reason only that exhibitions are attached to such school be deemed to be an endowed school.

7. *Interpretation of terms.*—In this act, unless the context otherwise requires—

The term "exhibition" means any exhibition, scholarship, or other like emolument; and the term "exhibitioners" and other terms referring to exhibitions are to be construed accordingly:

The term "governing body" means any body corporate, persons or person who have the right of holding, or any power of government of or management over any endowment or, other than as master, over any endowed school, or have any power, other than as master, of appointing officers, teachers, exhibitioners, or others, either in any endowed school, or with emoluments out of any endowment:

The term "Committee of Council on Education" means the Lords of the Committee of Her Majesty's Privy Council on Education.

8. *Nothing in this act, except as expressly provided, to apply to certain schools herein named.*—Nothing in this act, save as in this act expressly provided, shall apply—

(1.) To any school mentioned in section three of "The Public Schools Act, 1868," or to the endowment thereof:

(2.) To any school which, on the first of January, one thousand eight hundred and sixty-nine, was maintained wholly or partly out of annual voluntary subscriptions, and had no endowment except school buildings or teachers' residences, or playground or gardens attached to such buildings or residences:

(3.) To any school which, at the commencement of this act, is in receipt of an annual grant out of any sum of money appropriated by Parliament to the civil service, intituled "For Public Education in Great Britain," or to the endowment thereof; unless such school is a grammar school, as defined by the act of the session of the third

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and fourth years of the reign of Her present Majesty, chapter seventy-seven, or a school a department of which only is in receipt of such grant:

- (4.) To any school (unless it is otherwise subject to this act) which is maintained out of any endowment the income of which may, in the discretion of the governing body thereof, be wholly applied to other than educational purposes, or to such endowment:
- (5.) To any school (unless it is otherwise subject to this act) which receives assistance out of any endowment the income of which may, in the discretion of the governing body of such endowment, be applied to some other school:
- (6.) To any endowment applicable and applied solely for promoting the education of the ministers of any church or religious denomination, or for teaching any particular profession, or to any school (unless it is otherwise subject to this act) which receives assistance out of such endowment:
- (7.) To any school which, during the six months before the first of January, one thousand eight hundred and sixty-nine, was used solely for the education of choristers, or to the endowment of any such school if applicable solely for such education.

Reorganisation of Endowed Schools.

9. *Schemes for application of educational endowments.*—The commissioners (appointed as in this act mentioned), by schemes made during the period, in the manner and subject to the provisions in this act mentioned, shall have power, in such manner as may render any educational endowment most conducive to the advancement of the education of boys and girls, or either of them, to alter, and add to any existing, and to make new trusts, directions, and provisions in lieu of any existing, trusts, directions, and provisions which affect such endowment, and the education promoted thereby, including the consolidation of two or more such endowments, or the division of one endowment into two or more endowments.

10. *Schemes as to governing bodies.*—The commissioners by any scheme relating to any educational endowment made during the period, in the manner and subject to the provisions in this act mentioned, shall have power to alter the constitution, rights, and powers of any governing body of an educational endowment, and to incorporate any such governing body, and to establish a new governing body, corporate or incorporate, with such powers as they think fit, and to remove a governing body, and in the case of any corporation (whether a governing body or not) incorporated solely for the purpose of any endowment dealt with by such scheme, to dissolve such corporation.

11. *Educational interests of persons entitled to privileges.*—It shall be the duty of the commissioners in every scheme which abolishes or modifies any privileges or educational advantages to which a particular class of persons are entitled, and that whether as inhabitants of a particular area or otherwise, to have due regard to the educational interests of such class of persons.

12. *Schemes to extend benefit to girls.*—In framing schemes under this act, provision shall be made so far as conveniently may be for extending to girls the benefits of endowments.

13. *Saving of interest of foundation, master, governing body, &c.*—It shall be the duty of the commissioners to provide in any scheme for saving or making due compensation for the following vested interests; namely:

- (1.) The interest of any boy or girl who was at the time of the passing of this act on the foundation of any endowed school:
- (2.) The tenure of any person of any exhibition dealt with by any such scheme which was held by him at the time of the passing of this act:
- (3.) Such interest as any teacher or officer in any endowed school appointed to his office before the passing of "The Endowed Schools Act, 1868," may have:
- (4.) Such interest as any person may have in any pension or compensation allowance to which he was entitled at the passing of "The Endowed Schools Act, 1868":
- (5.) Such interest as any member of the governing body of any educational endowment appointed to his office before the passing of "The Endowed Schools Act, 1868," may have in any emolument payable to him as such, or in any right of patronage which has a marketable value and is capable of being sold by him:

It shall also be the duty of the commissioners in any scheme relating to any endowed school to have regard to the rights of patronage which may be at the passing of this act exercised by any member of the governing body of such school in consequence of any gift or donation made by him.

14. *Not to authorise schemes for interfering with modern endowments, cathedral schools, &c.*—Nothing in this act shall authorise the making of any scheme interfering—

- (1.) With any endowment, or part of an endowment (as the case may be), originally given to charitable uses, or to such uses as are referred to in this act, less than fifty years before the commencement of this act, unless the governing body of such endowment assent to the scheme:
- (2.) With the constitution of the governing body of any school wholly or partly maintained out of the endowment of any cathedral or collegiate church, or forming part of the foundation of any cathedral or collegiate church, unless the dean and chapter of such church assent to the scheme:
- (3.) With the constitution of the governing body of any school,

which governing body is subject to the jurisdiction of the governing body of the people called Quakers, or of the congregation of United Brethren called Moravians, unless the governing body of such school assented to the scheme :

- (4.) With the constitution of the governing body of any school or with any exhibition (other than one restricted to any schools, or school or district,) forming part of the foundation of any college in Oxford or Cambridge, unless the college assent to the scheme.

15. *As to religious education in day schools.*—In every scheme (except as hereafter mentioned) relating to any endowed school or educational endowment the Commissioners shall provide that the parent or guardian of, or person liable to maintain or having the actual custody of, any scholar attending such school as a day scholar, may claim, by notice in writing addressed to the principal teacher of such school, the exemption of such scholar from attending prayer or religious worship, or from any lesson or series of lessons on a religious subject, and that such scholar shall be exempted accordingly, and that a scholar shall not by reason of any exemption from attending prayer or religious worship, or from any lesson or series of lessons on a religious subject, be deprived of any advantage or emolument in such endowed school or out of any such endowment to which he would otherwise have been entitled, except such as may by the scheme be expressly made dependent on the scholar learning such lessons.

They shall further provide that if any teacher, in the course of other lessons at which any such scholar is in accordance with the ordinary rules of such school present, teaches systematically and persistently any particular religious doctrine from the teaching of which any exemption has been claimed by such a notice as is in this section before provided, the governing body shall, on complaint made in writing to them by the parent, guardian, or person having the actual custody of such scholar, hear the complainant, and inquire into the circumstances, and, if the complaint is judged to be reasonable, make all proper provisions for remedying the matter complained of.

16. *As to religious education in boarding schools.*—In every scheme (except as hereinafter mentioned) relating to an endowed school the commissioners shall provide that if the parent or guardian of, or person liable to maintain or having the actual custody of, any scholar who is about to attend such school, and who but for this section could only be admitted as a boarder, desires the exemption of such scholar from attending prayer or religious worship, or from any lesson or series of lessons on a religious subject, but the persons in charge of the boarding houses of such school are not willing to allow such exemption, then it shall be the duty of the governing body of such school to make proper provisions for enabling the scholar to attend the school and have such exemption as a day scholar, without being deprived of any advantage or emolument to which he would otherwise have been entitled, except such as may by the scheme be expressly made dependent on the scholar learning such lessons. And a like provision shall be made for a complaint by such parent, guardian, or person as in the case of a day school.

17. *Governing body not to be disqualified on ground of religious opinions.*—In every scheme (except as hereinafter mentioned) relating to on any educational endowment the commissioners shall provide that the religious opinions of any person, or his attendance or non-attendance at any particular form of religious worship, shall not in any way affect his qualification for being one of the governing body of such endowment.

18. *Masters not to be required to be in holy orders.*—In every scheme (except as hereinafter mentioned) relating to an endowed school the commissioners shall provide that a person shall not be disqualified for being a master in such school by reason only of his not being or not intending to be in holy orders.

19. *Schools excepted from provisions as to religion.*—A scheme relating to—

- (1.) Any school which is maintained out of the endowment of any cathedral or collegiate church, or forms part of the foundation of any cathedral or collegiate church; or
- (2.) Any educational endowment, the scholars educated by which are, in the opinion of the commissioners (subject to appeal to Her Majesty in Council as mentioned in this act) required by the express terms of the original instrument of foundation or of the statutes or regulations made by the founder or under his authority, in his lifetime or within fifty years after his death (which terms have been observed down to the commencement of this act), to learn or to be instructed according to the doctrines or formularies of any particular church, sect, or denomination, is excepted from the foregoing provisions respecting religious instruction, and attendance at religious worship (other than the provisions for the exemption of day scholars from attending prayer or religious worship, or lessons on a religious subject, when such exemption has been claimed on their behalf,) and respecting the qualification of the governing body and masters (unless the governing body, constituted as it would have been if no scheme under this act had been made, assents to such scheme).

And a scheme relating to any such school or endowment shall not, without the consent of the governing body thereof, make any provision respecting the religious instruction or attendance at religious worship of the scholars (except for securing such exemption as aforesaid), or respecting the religious opinions of the governing body or masters.

20. *Transfer of jurisdiction of visitors.*—In every scheme the commissioners may, if they think fit, provide for the transfer to

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Her Majesty of all rights and powers reserved to, belonging to, claimed by, or capable of being exercised by any person, persons, or body corporate as visitor of the endowed school or educational endowment to which the scheme relates, except in the case of cathedral schools.

They shall also provide that such rights, and powers as aforesaid, if vested in Her Majesty at the commencement of this act, or if transferred to Her Majesty by the scheme, shall be exercised only through and by the Charity Commissioners for England and Wales.

21. *Abolition of jurisdiction of ordinary as to licensing masters.*—In every scheme the commissioners shall provide for the abolition of all jurisdiction of the ordinary relating to the licensing of masters in any endowed school, or of any jurisdiction arising from such licensing.

22. *Tenure of office of teachers.*—In every scheme the commissioners shall provide for the dismissal at pleasure of every teacher and officer in the endowed school to which the scheme relates, including the principal teacher, with or without a power of appeal in such cases and under such circumstances as to the commissioners may seem expedient.

23. *General provisions.*—In any scheme the commissioners may insert all powers and provisions that may be thought expedient for carrying its objects into effect.

24. *Apportionment of mixed endowments.*—Where part of an endowment is an educational endowment within the meaning of this act, and part of it is applicable or applied to other charitable uses, the scheme shall be in conformity with the following provisions (except so far as the governing body of such endowment assent to the scheme departing therefrom); that is to say:

- (1.) The part of the endowment or annual income derived therefrom which is applicable to such other charitable uses shall not be diverted by the scheme from such uses;
- (2.) The part of the endowment or annual income so applicable to such other charitable uses shall be deemed to be the proportion which, in the opinion of the commissioners, subject to appeal to Her Majesty in Council, is the average proportion which has during the three years before the passing of this act been appropriated as regards capital or applied as regards income to such uses, or (if that proportion differs from the proportion which ought in accordance with the express directions of the instrument of foundation or the statutes or regulations during the said three years governing such endowment to have been so appropriated or applied) which ought to have been so appropriated or applied;
- (3.) If the proportion applicable to other charitable uses exceeds one-half of the whole of the endowment, the governing body of such endowment existing at the date of the scheme shall, as far as regards its non-educational purposes, remain unaltered by the scheme;
- (4.) Where the governing body remains so unaltered, that body shall pay or apply for educational purposes such proportion as under the former provisions of this section is applicable to those purposes, or such less sum as may be fixed by the commissioners, subject to appeal to Her Majesty in Council;
- (5.) Where during the said three years any portion of the endowment as existing at the commencement of such three years, or the annual income of such portion, has been accumulated and not applied to any purpose, the Charity Commissioners for England and Wales shall determine whether such portion or income is to be considered, for the purposes of this section, as having been appropriated or applied for educational purposes, or for other charitable uses;
- (6.) Where by reason of the act of Parliament, letters patent, decree, scheme, order, or other instrument during the said three years governing an endowment not having during the said three years been duly carried into effect, or being merely provisional, the preceding provisions of this section are not in the opinion of the Charity Commissioners for England and Wales applicable to such endowment, the Charity Commissioners shall determine what proportions shall be considered as applicable to educational purposes, and such other charitable uses respectively.

Subject to the foregoing provisions of this section, the commissioners shall have power by any scheme to deal with such endowment, and with the governing body thereof, in the same manner in all respects as if the whole of it were an educational endowment.

25. *New endowment mixed with old buildings, &c.*—Where an endowment, or part of an endowment, originally given to charitable uses less than fifty years before the commencement of this act has, by reason of having been spent on school buildings or teachers' residences, or playground or gardens attached to such buildings or residences, become so mixed with an old endowment given more than fifty years before the passing of this act, that in the opinion of the commissioners (subject to appeal to Her Majesty in Council) it cannot conveniently be separated from such old endowment, then the whole endowment shall for the purposes of this act be deemed to be an endowment originally given to charitable uses more than fifty years before the commencement of this act.

26. *Apportionment of old and new endowments.*—Where part of an endowment has been originally given to charitable uses

more than fifty years, and another part less than fifty years before the commencement of this act, and the two have not become mixed, as mentioned in this act, so that they cannot conveniently be separated, and the governing body do not assent to the scheme dealing with the modern part of the endowment, the scheme relating to the old part of the endowment shall, subject to appeal to Her Majesty in Council, apportion such parts, and may direct either that the endowment shall be divided and appropriated accordingly in manner provided in the scheme, or that the whole endowment shall be vested in the governing body of one of such parts; and that the portion which is to be applied by the governing body of the other part shall be a debt due to them from the other governing body, and shall be a first charge on the endowment after payment of any charges existing thereon at the date of the scheme.

27. *Claims of cathedral schools against Ecclesiastical Commissioners.*—Where an educational endowment at the commencement of this act forms or has formed part of the endowment of any cathedral or collegiate church, the commissioners shall inquire into the adequacy of such educational endowment, and may submit to the Ecclesiastical Commissioners for England proposals for meeting out of the common fund of the Ecclesiastical Commissioners the claims of any school receiving assistance out of the endowment of any such church to have an increased provision made for it in respect of any estates of such church which may have been transferred to the Ecclesiastical Commissioners. And the Ecclesiastical Commissioners on assenting to any such proposal or any modification of it may make such provision out of their common fund by such means and in such manner as they think best, and a scheme under this act may with their consent be made for carrying such proposal into effect.

28. *As to alteration of schemes.*—In any scheme the commissioners may provide for the alteration from time to time of such portions of the scheme as they think expedient by the Charity Commissioners for England and Wales in the exercise of their ordinary jurisdiction, provided such alteration shall not be contrary to anything contained in this act.

29. *Apprenticeship fees, &c.*—For the purposes of this act endowments attached to any school for the payment of apprenticeship fees or for the advancement in life or for the maintenance or clothing, or otherwise for the benefit of children educated at such school shall be deemed to be educational endowments.

Provided that nothing shall be construed to prevent a scheme relating to any such endowment from providing, if the governing body so desire, for the continued application of such endowment to the same purposes.

30. *Application to education of non-educational charities.*—In the case of any endowment which is not an educational endowment as defined in this act, but the income of which is applicable wholly or partially to any one or more of the following purposes; namely,—

- Doles in money or kind;
- Marriage portions;
- Redemption of prisoners and captives;
- Relief of poor prisoners for debt;
- Loans;
- Apprenticeship fees;
- Advancement in life, or

Any purposes which have failed altogether or have become insignificant in comparison with the magnitude of the endowment, if originally given to charitable uses in or before the year of our Lord one thousand eight hundred; it shall be lawful for the commissioners, with the consent of the governing body, to declare, by a scheme under this act, that it is desirable to apply for the advancement of education the whole or any part of such endowment, and thereupon the same shall for the purposes of this act be deemed to be an educational endowment, and may be dealt with by the same scheme accordingly:

Provided that—

- (1.) In any scheme relating to such endowment due regard shall be had to the educational interests of persons of the same class in life or resident within the same particular area as that of the persons who at the commencement of this act are benefitted thereby:
- (2.) No open space at the commencement of this act enjoyed or frequented by the public shall be enclosed in any other manner than it might have been if this act had not passed.

Procedure for making Schemes.

31. *Appointment of commissioners for purposes of this act.*—For the purposes of this act it shall be lawful for Her Majesty from time to time to appoint commissioners (in this act referred to as "the commissioners"), and to appoint a secretary to such commissioners, and to remove any commissioners or secretary so appointed and appoint others, but the number of such commissioners shall not exceed three at any one time.

The commissioners of Her Majesty's Treasury may assign to the commissioners and secretary such salaries, and allow them to employ such assistant commissioners, officers, and clerks, as the commissioners of Her Majesty's Treasury may think proper.

The commissioners, secretary, and other persons so appointed and employed shall not hold office after the expiration of the time limited for the exercise of their powers.

32. *Preparation of draught scheme.*—The commissioners, after such examination or public inquiry as they think necessary,

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may prepare drafts of schemes for the purposes of this act, subject to the following conditions; namely,

- (1.) Where the gross average annual income of an endowment or of the aggregate educational endowments of an endowed school during the three years next before the first of January one thousand eight hundred and sixty-nine,—
 - (a) exceeded ten thousand pounds a year, then before the expiration of twelve months, and where it—
 - (b) exceeded one thousand pounds a year, then before the expiration of six months,
 after the commencement of this act, any governing body of any such endowment may, if they give to the commissioners such notice as in this section mentioned, prepare and submit to the commissioners in writing a scheme relating to such endowment, and the commissioners shall consider such scheme before they themselves prepare any draft of a scheme relating to the same endowment; and any scheme so prepared by the governing body, and submitted to the commissioners, shall, if approved by them, be adopted and proceeded with by them in the same manner as if it were a draft scheme originally prepared by themselves:
- (2.) The notice to be given by a governing body to the commissioners is a notice of their intention to prepare and submit to the commissioners a draft of a scheme, which notice shall be in writing, and shall be given to the commissioners within two months after the commencement of this act:
- (3.) The certificate of the Charity Commissioners for England and Wales shall be conclusive evidence for the purposes of this section of the income of an endowment or aggregate endowments of an endowed school.

33. *As to printing and publication of draft schemes.*—When the commissioners have prepared the draft of a scheme they shall cause it to be printed, and printed copies of it to be sent to the governing body or governing bodies of the endowment or endowments to which it relates, and to the principal teacher of any endowed school to which it relates, and shall also cause the draft, or a proper abstract of it, to be published and circulated in such manner as they think sufficient for giving information to all persons interested.

34. *Objections and suggestions respecting scheme and alternative scheme.*—During three months after the first publication of the draught of a scheme the commissioners shall receive any objections or suggestions made to them in writing respecting such scheme, and shall receive any alternative scheme submitted to them by the governing body of any endowment to which the scheme of the commissioners relates.

35. *Power to make inquiry into schemes.*—At any time after the expiration of the three months the commissioners, or any one of them, if they think fit, may hold an inquiry or they may refer the draft of the scheme and the alternative scheme, if any, to an assistant commissioner, and direct him to hold an inquiry concerning the subject-matter of such scheme or schemes.

36. *As to framing of schemes.*—As soon as may be after the expiration of the said three months, or the holding of such inquiry by the commissioners or one of them, or the receipt by the commissioners of the report of the assistant commissioner, on the inquiry held by him (as the case may be), the commissioners shall proceed to consider any objections or suggestions made to them in writing respecting the draft scheme, and to consider the alternative scheme (if any), and the report (if any), and thereupon they shall, if they think fit, frame a scheme in such form as they think expedient, and submit it for the approval of the Committee of Council on Education: Provided that where a scheme has been prepared and submitted in pursuance of this act to the commissioners before the commissioners have prepared the draft of a scheme, the commissioners shall, if requested by the governing body which submitted it, submit such scheme with their own to the Committee of Council on Education.

37. *Approval of Committee of Council on Education to schemes.*—The Committee of Council on Education shall consider all schemes so submitted to them, and may, if they think fit, approve any scheme so submitted, and shall cause the scheme so approved to be published and circulated in such manner as they think sufficient for giving information to all persons interested.

If the committee do not approve a scheme submitted to them the commissioners may frame and submit another scheme in the same manner as if no scheme had been previously framed and submitted; provided that where the Committee of Council on Education have not approved any scheme relating to an endowment, the governing body of which may under this act prepare and submit a draft of a scheme, before the commissioners prepare a draft of a scheme, such governing body may, within three months after notice of such non-approval (if within one month thereafter they give written notice of their intention to the commissioners), submit to the commissioners an amended scheme; and the commissioners shall consider the same before they frame and submit another scheme relating to the same endowment, and such amended scheme of the governing body, if approved by the commissioners, shall be adopted and proceeded with by them as if it were a scheme originally framed by themselves.

38. *Consent of colleges or hall.*—Where a scheme abolishes any restriction which makes any exhibition tenable only at a particular college or hall in any university, and the exhibition is payable out of property held by such college, or by the university in trust for such college or hall (otherwise than as govern-

ing body of a school, or as a bare trustee), the scheme shall not be approved if not less than two-thirds of the governing body of such college or hall dissent therefrom in writing; but in every such case the Committee of Council shall make a special report to Parliament setting out the proposed scheme, and stating the dissent, and the reasons, if any, assigned for it.

39. *Appeal to Queen in Council.*—If the governing body of any endowment to which a scheme relates, or any person or body corporate directly affected by such scheme, feels aggrieved by the scheme, on the ground—

- (1.) Of any decision of the commissioners in a matter in which an appeal to Her Majesty in Council is given by this act; or
- (2.) Of the scheme not saving or making due compensation for his or their vested interest as required by this act; or
- (3.) Of the scheme being one which is not within the scope of or made in conformity with this act; or
- (4.) (If the governing body are the petitioners) of a scheme not having due regard to any educational interests, to which regard is required by this act to be had, on the abolition or modification of any privileges or educational advantages to which a particular class of persons are entitled:

such governing body, person, or body corporate may within two months after the publication of the scheme when approved petition Her Majesty in Council stating the grounds of the petition, and praying Her Majesty to withhold her approval from the whole or any part of the scheme.

Her Majesty, by order in Council, may refer any such petition for the consideration and advice of five members at least of Her Privy Council, of whom two (not including the Lord President) shall be members of the Judicial Committee, and such five members may, if they think fit, admit counsel to be heard in support of and against the petition, and shall have the same power with respect to the costs of all parties to the petition as the Court of Chancery would have if the petition were a proceeding in that court by way either of petition or information for obtaining a scheme.

Any petition not proceeded with in accordance with the regulations made with respect to petitions presented to the Judicial Committee of the Privy Council shall be deemed to be withdrawn.

It shall be lawful for Her Majesty by order in Council to direct that the scheme petitioned against be laid before Parliament, or to remit it to the commissioners with such declaration as the nature of the case may require.

40. *Proceedings where scheme is remitted.*—Where a scheme is remitted with a declaration the commissioners may either proceed to prepare another scheme in the matter in the same manner as if no scheme had been previously prepared, or may submit for the approval of the Committee of Council on Education such amendments in the scheme as will bring it into conformity with the declaration.

The committee may, if they think fit, approve the scheme with such amendments, and shall publish and circulate the same in the same manner and subject to the same right of petition to Her Majesty in Council as is before directed in the case of the approval of a scheme, and so on from time to time as often as occasion may require.

41. *Schemes, &c., to be laid before Parliament.*—After the time has expired for a petition to Her Majesty in Council against any scheme, or after Her Majesty in Council has directed a scheme to be laid before Parliament, the scheme shall be forthwith laid before both Houses of Parliament, if Parliament be sitting, or if not, then within three weeks after the beginning of the next ensuing session of Parliament, and after such scheme has lain for forty days before Parliament, then unless within such forty days an address has been presented by one or other of the said Houses praying Her Majesty to withhold her consent from such scheme or any part thereof, it shall be lawful for Her Majesty by order in Council to declare her approbation of such scheme or any part thereof to which such address does not relate.

42. *Exception as to schemes for endowments under 100l.*—Where a scheme relates to an endowment which during the three years preceding the commencement of this act has had an average annual gross income of not more than one hundred pounds, no petition shall be presented to Her Majesty in Council with reference to such scheme, so far as relates to such an endowment.

The certificate of the Charity Commissioners for England and Wales shall be conclusive evidence for the purposes of this section of the income of an endowment.

43. *New scheme of non-approval.*—If any scheme or any part thereof is not approved by Her Majesty, then the commissioners may thereupon proceed to prepare another scheme in the matter, and so on from time to time as often as occasion may require.

44. *Amendment of schemes.*—Schemes may be from time to time framed and approved for amending any scheme approved under this act, and all the provisions of this Act relative to an original scheme shall apply also to an amending scheme *mutatis mutandis*.

45. *Scheme to take effect.*—A scheme shall not of itself have any operation, but the same, when and as approved by Her Majesty in Council, shall from the date specified in the scheme, or, if no date is specified, from the date of the order in Council, have full operation and effect in the same manner as if it had been enacted in this act.

46. *Effect of scheme.*—Upon a scheme coming into operation, every Act of Parliament, letters patent, statute, deed, instrument,

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trust, or direction relating to the subject matter of the scheme, and expressed by such scheme to be repealed and abrogated, shall, by virtue of the scheme and of this act, be repealed and abrogated from the date in that behalf specified, or if no date is specified, from the date of the scheme coming into operation, and all property purporting to be transferred by such scheme shall, without any other conveyance or act in the law (so far as may be), vest in the transferees, and so far as it cannot be so vested shall be held in trust for the transferees.

47. *Evidence of scheme.*—The order in Council approving a scheme shall be conclusive evidence that such scheme was within the scope of and made in conformity with this act, and the validity of such scheme and order shall not be questioned in any legal proceedings whatever.

48. *Quorum of commissioners.*—A scheme of the commissioners shall not be submitted to the Committee of Council on Education unless two at least of the commissioners have signified in writing their approval of such scheme, but in all other respects one commissioner may act under this act.

49. *Power of commissioners, &c., as to procuring evidence.* 18 & 19 Vict. c. 124, ss. 6-9.—Section eleven of "The Charitable Trust Act, 1853" (which relates to the production of documents by public officers), and sections six, seven, eight, and nine of "The Charitable Trust Act, 1855" (relating to evidence, and the attendance and examination of witness), shall extend to the commissioners and assistant commissioners under this act, as if they were the commissioners and inspectors mentioned in those sections.

50. *Inquiry by public sittings by commissioners, &c.*—Where any commissioner or assistant commissioner holds a local inquiry for the purpose of a scheme under this act, whether before or after the first publication of a draft scheme, he shall for that purpose hold a sitting or sittings in some convenient place in the neighbourhood of the place where the endowment is situate or administered, and thereat take and receive any evidence and information offered, and hear and inquire into any objections or suggestions made or to be made during the sitting or sittings respecting the scheme or the endowment or school, with power from time to time to adjourn any sitting.

Notice shall be published, in such manner as the commissioners direct, of every such sitting (except an adjourned sitting), fourteen days at least before the holding thereof.

51. *As to report of assistant commissioners.*—The assistant commissioner who holds a local inquiry shall make a report in writing to the commissioners setting forth the result of the inquiry, and where a draft scheme, with or without an alternative scheme, has been referred to him whether in his opinion such draft or alternative scheme, as the case may be, should be approved with or without alteration, and if with any, then with what alteration, and his reasons for the same, and the objections and suggestions, if any, made on the inquiry, and his opinion thereon.

Miscellaneous.

52. *Restriction of powers of charity commissioners, court, &c.*—During the continuance of the power of making schemes under this act the charity commissioners for England and Wales, or any court or judge, shall not, with respect to any educational endowment which can be dealt with by a scheme under this act, make any scheme or appoint any new trustees without the consent of the Committee of Council on Education.

During the same period the charity commissioners shall have the same power of acting upon application made to them by the commissioners under this act with respect to any educational endowment as they would have if such application had been made by the governing body of such endowment; and the governing body shall conform to any order made or directions given by the Charity Commissioners upon such application.

53. *School chapels appropriated for religious worship free from parochial jurisdiction.*—The chapel of an endowed school subject to this act, which either has been before or after the commencement of this act consecrated according to law, or is authorised for the time being by the bishop of the diocese in which the chapel is situate, by writing under his hand, to be used as a chapel for such school, shall be deemed to be allowed by law for the performance of public worship and the administration of the sacraments according to the Liturgy of the Church of England and shall be free from the jurisdiction and control of the incumbent of the parish in which such chapel is situate.

54. *Quorum of governing body for acting under this act.*—The majority of the members of a governing body who are present at a meeting of their body duly constituted shall have power to do anything that may be required to be done by a governing body for the purposes of this act: Provided that this power shall be in addition to and not in restraint of any power which any meeting of such governing body may have independently of this act.

55. *Persons acquiring interest after passing of act to be subject to scheme.*—Every interest, right, privilege, or preference, or increased interest, right, privilege, or preference, which any person may acquire after the passing of this act in or relative to any endowed school or educational endowment, or in the governing body thereof, or as member of any such governing body, or in or relative to any mastership, office, place, employment, pension, compensation, allowance, exhibition, or emolument in the gift of any such governing body, shall be subject to the provisions of any scheme made under this act; and the governing body of an endowed school or educational endowment shall not, during the continuance of the power of making schemes under this act, begin to build, rebuild, or enlarge any school buildings or teachers' residences or buildings connected therewith, except with the

written consent of the commissioners, or under the directions of such a scheme, but this provision shall not prevent them from continuing any works begun before the passing of this act, or from doing anything necessary for the repair or maintenance of buildings or residences existing at the passing of this act.

56. *Service of notices.*—Notices and documents required to be served on or sent to a governing body for the purposes of this act may be served or sent by being left at the office, if any, of such governing body, or being served on or sent to the chairman, secretary, clerk, or other officer of such governing body, or if there is no office, chairman, secretary, clerk, or officer, or none known to the commissioners (after reasonable inquiry), by being served on or sent to the principal teacher of the school (if any) under such governing body.

57. *Service by post.*—Notices and documents required to be served or sent for the purposes of this Act may be served or sent by post, and shall be deemed to have been served and received at the time when the letter containing the same would be delivered in the ordinary course of the post; and in proving such service or sending it shall be sufficient to prove that the letter containing the notices or documents was properly addressed and put into the post-office.

58. *Expenses of act.*—The salaries paid and expenses incurred in carrying into effect this act shall be defrayed out of moneys to be provided by parliament.

59. *Duration of powers making schemes.*—The powers of making and approving of a scheme under this act shall not, unless continued by Parliament, be exercised after the thirty-first of December one thousand eight hundred and seventy-two, or such further day not later than the thirty-first of December one thousand eight hundred and seventy-three, as may be appointed by Her Majesty in Council.

SEAMEN'S CLOTHING ACT.

32 & 33 VICT. CAP. 57.

An Act to amend the law relating to the Protection of Seamen's Clothing and Property.—[2nd August, 1869.]

Whereas the clothing and property of soldiers are protected by the restraint of the sale thereof, and it is expedient to make the like provisions with respect to seamen's clothing and property:

Be it enacted by the Queen's most excellent Majesty, by and with the advice and consent of the Lords spiritual and temporal, and commons, in this present Parliament assembled, and by the authority of the same, as follows:

1. *Short title.*—This act may be cited as "The Seamen's Clothing Act, 1869."

2. *Extent of act.*—The dockyard towns to which this extends are the towns specified in the schedule to this act, and for the purposes of this act the limits of those dockyard towns shall be the limits specified in the second column of the said schedule.

3. *Interpretation of terms.*—In this act—

The term "the Admiralty" means the Lord High Admiral of the United Kingdom, or the commissioners for executing the office of Lord High Admiral;

The term "seaman" means every person not being a commissioned, warrant, or subordinate officer who is in or belongs to Her Majesty's navy, and is borne on the books of any one of Her Majesty's ships in commission, and every person, not being an officer as aforesaid, who, being borne on the books of any hired vessels in Her Majesty's service in time of war, is by virtue of any act for the time being in force for the discipline of the navy subject to the provisions of such act;

The term "seamen's property" means any clothes, slops, medals, and necessities, or articles usually deemed to be necessities for sailors on board ship which belong to any seaman.

4. *Penalty on purchaser of seamen's clothing in dockyard towns.*

—If any person in any dockyard town to which this act extends detains, buys, exchanges, takes on pawn, or receives from any seaman, or any person acting for a seaman, any seaman's property, or solicits or entices any seaman, or is employed by any seaman, to sell, exchange, or pawn, any seaman's property, he shall, unless he proves that he acted in ignorance of the same being seaman's property, or of the person with whom he dealt being or acting for a seaman, or that the same was sold by order of the Admiralty or Commander-in-Chief, be liable, on summary conviction, to a penalty not exceeding twenty pounds, and if convicted of a second offence, to the same penalty, or, in the discretion of the justices, to be imprisoned for a term not exceeding six months, with or without hard labour.

5. *Penalty on dealer, &c., found in possession of seaman's property and not accounting for it.*—If in any dockyard town to which this act extends any seaman's property is found in the possession or keeping of any person, and he is taken or summoned before a justice of the peace (which taking and summoning are hereby authorised), and the justice sees reasonable grounds for believing the property so found to have been stolen, or to have been detained, bought, exchanged, pawned, or otherwise received contrary to the provisions of this act, then if such person does not satisfy the justice that he came by the seaman's property so found, lawfully and without any contravention of this act, he shall be liable, on summary conviction before a justice, to a penalty not exceeding five pounds; and for the pur-

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poses of this section seaman's property shall be deemed to be in the possession or keeping of any person if he knowingly has any such property in the actual possession or keeping of any other person, or in any house, building, lodging, apartment, field, or place, open or inclosed, whether occupied by himself or not, and whether the same are so had for his own use or benefit or for the use or benefit of another.

6. *Certain parts of 24 & 25 Vict. c. 96 incorporated with this act.*—The following sections of the act of the session of the twenty-fourth and twenty-fifth years of the reign of Her present Majesty, chapter ninety-six, "to consolidate and amend the statute law of England and Ireland relating to larceny, and other similar offences," are hereby incorporated with this act, and shall for the purposes of his act be read as if they were herein enacted, and as if the term "this act" in those sections included the present act; namely, section ninety-nine (relating to the punishment of abettors), section one hundred and three (relating to the apprehension of offenders, and search warrants), and sections one hundred and seven to one hundred and thirteen, both inclusive, and section one hundred and twenty (relating to proceedings in the case of summary offences, and appeals therefrom).

7. *Not to prevent persons being indicted under this Act, &c.*—Nothing in this act shall prevent any person from being indicted, or being liable under any other act or otherwise to any other or higher penalty or punishment than is provided for any offence by this act, so that no person be punished twice for the same offence.

SCHEDULE.

Names of Places.	Limits of Places.
Portsmouth...	The limits of the municipal borough of Portsmouth and of the residue of the island of Portsea, and of the parish of Alverstoke, and of the township of Landport.
Plymouth and Devonport.	The limits of the following places; namely, The municipal borough of Plymouth. The parliamentary borough of Devonport. The parish of Laira. The tithing of Pennycross or Western Peveril. The tithing of Compton Gifford. Torpoint, in the county of Cornwall, within the distance of half a mile from the Ferry gate.
Chatham	The limits of the following places; namely, Chatham; Gillingham; Saint Nicholas, Rochester; Saint Margaret, Rochester; The Precincts, Rochester; Brompton; New Brompton; Strood; and Frindsbury; The hamlet of Grange, otherwise Grench.
Sheerness.....	The limits of the parish of Minster, and of the township of Queenborough.
Cork	The limits of the borough of Cork for municipal purposes.
Queenstown ..	The limits of the town of Queenstown for the purposes of town improvement.

32 & 33 VICT. CAP. 58.

An Act for amending the Public Schools Act, 1868.—[9th August, 1869.]

SAVINGS BANKS AND POST-OFFICE SAVINGS BANKS ACT.

32 & 33 VICT. CAP. 59.

Cap. 59.

An Act to amend the Laws relating to the Investments for Savings Banks and Post Office Savings Banks.—[9th August, 1869.]

Whereas, under the acts mentioned in the first schedule to this act, annuities of the amounts and terminable at the periods mentioned in that schedule have been created in lieu of capital stocks of annuities held by the Commissioners for the Reduction of the National Debt, on account of the savings banks and post-office savings banks respectively, and such annuities stand in the books of the governor and company of the Bank of England on the accounts mentioned in the said schedule:

And whereas the payment of such annuities is now made at half-yearly periods, and it is expedient that they should be cancelled, and terminable annuities payable at various periods during the year should be substituted for them:

Be it enacted by the Queen's most excellent Majesty, by and with the advice and consent of the Lords Spiritual and Temporal, and Commons, in this present Parliament assembled, and by the authority of the same, as follows:

1. *Short title.*—This act may be cited as the "Savings Bank Investment Act, 1869."

2. *Cancellation of terminable annuities and creation of new annuities.*—The commissioners of Her Majesty's Treasury, by warrant under their hands from time to time, may direct the governor and company of the Bank of England to cancel in their books the annuities mentioned in the first schedule to this act, and in place of such annuities may create and direct the said governor and company to inscribe in their books for the commissioners for the reduction of the National Debt for savings bank and post-office savings banks respectively, equivalent annuities terminable at such date, not later than the fifth of July one thousand eight hundred and eighty-five, as the commissioners of Her Majesty's Treasury may think expedient

3. *Annuities cancelled.*—Upon the issue of any such warrant the annuities therein directed to be cancelled shall, after the date thereof, be cancelled accordingly, and all payments in respect thereof shall thenceforth cease to be payable.

4. *Charge of annuities on consolidated fund.*—Upon the issue of any such warrant the annuities thereby created shall, after the date thereof, be charged upon the consolidated fund, and shall be payable to the Commissioners for the Reduction of the National Debt out of the consolidated fund, or out of the growing produce thereof yearly, or half yearly, at such times in each year as may be fixed by such warrant, or as may be from time to time fixed by any subsequent warrant of the commissioners of Her Majesty's Treasury.

5. *Warrant authority for Bank of England.*—The warrants of the commissioners of Her Majesty's Treasury, issued under the authority of this act, shall be a sufficient authority to the governor and company of the Bank of England for doing the things thereby directed to be done for the purposes of this act, and copies of such warrants shall be laid before both Houses of Parliament, if Parliament is then sitting, within ten days after the respective dates thereof, and, if not sitting, within ten days after the next meeting of Parliament.

6. *Amount of annuities how ascertained.*—The amount of the equivalent annuities so to be created shall be certified to the commissioners of the treasury under the hands of the Comptroller General or assistant comptroller, and of the actuary of the National Debt Office acting under the said commissioners for the reduction of the National Debt.

7. *Investment of surplus annuities.*—The Commissioners for the Reduction of the National Debt shall apply from time to time such parts of any terminable annuities created under the authority of this act as are not for the time being required to pay the demands of the trustees of savings banks in the purchase of such securities as the commissioners for the reduction of the National Debt are for the time being by law empowered to purchase with other moneys received from savings banks.

8. *Repeal of provisions in second schedule to this act.*—The acts specified in the second schedule to this act are hereby repealed, to the extent therein mentioned, as from the date therein mentioned, subject and without prejudice to anything already done thereunder.

SCHEDULES.

FIRST SCHEDULE.

Annuities.

On account of the Fund for the Banks for Savings.

Created under	Amount.	When terminable.
	£ s. d.	
26 & 27 Vict. c. 25	315,017 0 0	5th April 1885.
29 & 30 Vict. c. 5.....	171,544 0 0	Ditto
30 & 31 Vict. c. 26	445,675 0 0	Ditto
30 & 31 Vict. c. 26	1,315,203 0 0	5th July 1885.

On account of the Post Office Savings Bank Fund.

29 & 30 Vict. c. 5	163,414 7 0	5th April 1885.
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SECOND SCHEDULE.

Date of Act.	Title.	Extent of Repeal.
26 & 27 Vict. c. 25.	An Act to make further provision for Investment of the Moneys received by the Commissioners for the Reduction of the National Debt from the Trustees of Savings Banks established under the enactments of the Act 9 Geo. 4, c. 92.	Sections one and four as from the passing of this Act, and section two as from the date of any warrant cancelling the annuities.
29 & 30 Vict. c. 5.	An Act for amending the laws relating to the Investments on account of Savings Banks and Post Office Savings Banks.	So much as relates to the capital stock of two millions five hundred thousand pounds as from the date of any warrant cancelling the annuities created in lieu thereof.
30 & 31 Vict. c. 26.	An Act to provide for the conversion of twenty-four million pounds sterling of the National Debt into Terminable Annuities.	The whole Act as from the date of any warrant cancelling the annuities created under that Act.

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32 & 33 VICT. CAP. 60.

An Act to alter and amend the Acts enabling Her Majesty to grant Pensions to Persons having held certain high Civil Offices.—9th August, 1869.

TRADES UNIONS (PROTECTION OF FUNDS) ACT.

32 & 23 VICT. CAP. 61.

Cap. 61.

An Act to protect the Funds of Trades Unions from Embezzlement and Misappropriation.—9th August 1869.

Be it enacted by the Queen's most excellent Majesty, by and with the advice and consent of the Lords spiritual and temporal, and Commons, in this present Parliament assembled, and by the authority of the same, as follows :

1. *Provisions of the 18 & 19 Vict. c. 63, to apply to certain associations.*—An association of persons having rules, agreements, or practices among themselves as to the terms on which they or any of them will or will not consent to employ or to be employed shall not, by reason only that any of such rules, agreements, or practices may operate in restraint of trade, or that such association is partly for objects other than the objects mentioned in the "Friendly Societies Act," be deemed, for the purposes of the twenty-fourth section of the "Friendly Societies Act, 1855," for the punishment of frauds and impositions, to be a society established for a purpose which is illegal, or not to be a friendly society within the meaning of the forty-fourth section of the said act.

2. *Duration of act.*—This act shall not continue in force after the last day of August, one thousand eight hundred and seventy

3. *Short title.*—This act may be cited as "The Trades Union s Funds Protection Act."

IMPRISONMENT FOR DEBT ACT.

32 & 33 VICT. CAP. 62.

Cap. 62.

An Act for the Abolition of Imprisonment for Debt, for the punishment of fraudulent Debtors, and for other purposes.—[9th August, 1869.]

Be it enacted by the Queen's most excellent Majesty, by and with the advice and consent of the Lords Spiritual and Temporal, and Commons, in this present Parliament assembled, and by the authority of the same, as follows :

Preliminary.

1. *Short title.*—This act may be cited for all purposes as "The Debtors Act, 1869."

2. *Extent of act.*—This act shall not extend to Scotland or Ireland.

3. *Commencement and construction of act.*—This act shall no come into operation until the day on which "The Bankruptcy Act, 1869," comes into operation, which day is hereinafter referred to as the commencement of this act, and words and expressions defined or explained in "The Bankruptcy Act, 1869," shall have the same meaning in this act.

PART I.

Abolition of Imprisonment for Debt.

4. *Abolition of imprisonment for debt, with exceptions.*—With the exceptions hereinafter mentioned, no person shall, after the commencement of this act, be arrested or imprisoned for making default in payment of a sum of money.

There shall be excepted from the operation of the above enactment:

1. Default in payment of a penalty, or sum in the nature of penalty, other than a penalty in respect of any contract:
2. Default in payment of any sum recoverable summarily before a justice or justices of the peace:
3. Default by a trustee or person acting in a fiduciary capacity and ordered to pay by a court of equity any sum in his possession or under his control.
4. Default by an attorney or solicitor in payment of costs when ordered to pay costs for misconduct as such, or in payment of a sum of money when ordered to pay the same in his character of an officer of the court making the order:
5. Default in payment for the benefit of creditors of any portion of a salary or other income in respect of the payment of which any court having jurisdiction in bankruptcy is authorised to make an order:
6. Default in payment of sums in respect of the payment o which orders are in this act ordered to be made:

Provided, first, that no person shall be imprisoned in any case excepted from the operation of this section for a longer period than one year; and, secondly, that nothing in this section shall alter the effect of any judgment or order of any court for payment of money except as regards the arrest and imprisonment o the person making default in paying such money.

5. *Saving of power of committal for small debts.*—Subject to the provisions hereinafter mentioned, and to the prescribed rules any court may commit to prison for a term not exceeding six weeks, or until payment of the sum due, any person who makes default in payment of any debt or instalment of any debt due from him in pursuance of any order or judgment of that or any other competent court.

Provided—(1.) That the jurisdiction by this section given of committing a person to prison shall, in the case of any court other than the superior courts of law and equity, be exercised only subject to the following restrictions; that is to say,

- (a.) Be exercised only by a judge or his deputy, and by an order made in open court, and showing on its face the ground on which it is issued;
 - (b.) Be exercised only as respects a judgment of a superior court of law or equity when such judgment does not exceed fifty pounds, exclusive of costs.
 - (c.) Be exercised only as respects a judgment of a County Court by a County Court judge or his deputy.
- (2.) That such jurisdiction shall only be exercised where it is proved to the satisfaction of the court that the person making default either has or has had since the date of the order or judgment the means to pay the sum in respect of which he has made default, and has refused or neglected, or refuses or neglects, to pay the same.

Proof of the means of the persons making default may be given in such manner as the court thinks just; and for the purposes of such proof the debtor and any witnesses may be summoned and examined on oath, according to the prescribed rule.

Any jurisdiction by this section given to the superior courts may be exercised by a judge sitting in chambers, or otherwise, in the prescribed manner.

For the purposes of this section any court may direct any debt due from any person in pursuance of any order or judgment of that or any other competent court to be paid by instalments, and may from time to time rescind or vary such order:

Persons committed under this section by a Superior Court may be committed to the prison in which they would have been confined if arrested on a writ of *capias ad satisfaciendum*, and every order of committal by any Superior Court shall, subject to the prescribed rules, be issued, obeyed, and executed in the like manner as such writ.

This section, so far as it relates to any County Court, shall be deemed to be substituted for sections ninety-eight and ninety-nine of the County Court Act, 1846, and that act and the acts amending the same shall be construed accordingly, and shall extend to orders made by the County Court with respect to sums due in pursuance of any order or judgment of any court other than a County Court.

No imprisonment under this section shall operate as a satisfaction or extinguishment of any debt or demand or cause of action, or deprive any person of any right to take out execution against the lands, goods, or chattels of the person imprisoned, in the same manner as if such imprisonment had not taken place.

Any person imprisoned under this section shall be discharged out of custody upon a certificate signed in the prescribed manner to the effect that he has satisfied the debt or instalment of a debt in respect of which he was imprisoned, together with the prescribed costs (if any).

6. *Power under certain circumstances to arrest defendant about to quit England.*—After the commencement of this act a person shall not be arrested upon *mesne* process in any action.

Where the plaintiff in any action in any of Her Majesty's Superior Courts of law at Westminster, in which, if brought before the commencement of this act, the defendant would have been liable to arrest, proves at any time before final judgment by evidence on oath, to the satisfaction of a judge of one of those courts, that the plaintiff has good cause of action against the defendant to the amount of fifty pounds or upwards, and that there is probable cause for believing that the defendant is about to quit England unless he be apprehended, and that the absence of the defendant from England will materially prejudice the plaintiff in the prosecution of his action, such judge may in the prescribed manner order such defendant to be arrested and imprisoned for a period not exceeding six months, unless and until he has sooner given the prescribed security, not exceeding the amount claimed in the action, that he will not go out of England without the leave of the court.

Where the action is for a penalty or sum in the nature of a penalty, other than a penalty in respect of any contract, it shall not be necessary to prove that the absence of the defendant from England will materially prejudice the plaintiff in the prosecution of his action, and the security given (instead of being that the defendant will not go out of England) shall be to the effect that any sum recovered against the defendant in the action shall be paid, or that the defendant shall be rendered to prison.

7. *Discharge of persons in custody at the commencement of this act.*—Where any person is, at the commencement of this act, in custody in pursuance of a writ, attachment, or other process in any case in which he would not be liable to be arrested or imprisoned after the commencement of this act, such person shall, at the commencement of this act, be discharged from such custody without payment of any fees, but his arrest, imprisonment, or discharge shall not affect the creditor's rights or remedies for enforcing the payment of any money due to him, or deprive the creditor of the benefit of any charge or security on any property of the debtor.

Where at the commencement of this act special bail has been given in any action the defendant in which after the commencement of this act cannot be imprisoned on making default in satisfying the judgment recovered against him in such action, the condition of such bail, instead of being that the judgment shall be satisfied or the defendant rendered to prison, shall be deemed to be that the defendant shall not go out of England without leave of the court.

8. *Saving for sequestration against property.*—Sequestration

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against the property of a debtor may, after the commencement of this act, be issued by any court of equity in the same manner as if such debtor had been actually arrested.

9. *Saving for Bankruptcy Act 1869.*—Nothing in this part of this Act shall in any way affect any right or power, under The Bankruptcy Act, 1869, to arrest or imprison any person.

10. *Definition of "prescribed."*—In this part of this act the term "prescribed" means as follows:—

As respects the Superior Courts of common law, prescribed by general rules to be made in pursuance of "The Common Law Procedure Act, 1852:"

As respects the Superior Courts of equity, prescribed by general rules and orders to be made in pursuance of the act of the session of the fifteenth and sixteenth years of the reign of Her present Majesty, chapter eighty;

As respects the County Courts, prescribed by general rules to be made under the "County Court Act, 1856"; and

As respects any other court, prescribed by the rules to be made with the approval of the Lord Chancellor, by the persons having power to make rules in relation to the practice of such court; or if there be no such persons, by the judge of such court:

And general rules and orders may respectively be made by such authorities as aforesaid, for the purpose of carrying into effect this part of this act.

PART II.

Punishment of Fraudulent Debtors.

11. *Punishment of fraudulent debtors.*—Any person adjudged bankrupt, and any person whose affairs are liquidated by arrangement in pursuance of "The Bankruptcy Act, 1869," shall, in each of the cases following, be deemed guilty of a misdemeanor, and on conviction thereof shall be liable to be imprisoned for any time not exceeding two years, with or without hard labour; that is to say,

1. If he does not, to the best of his knowledge and belief, fully and truly discover to the trustee administering his estate for the benefit of his creditors all his property, real and personal, and how, and to whom, and for what consideration, and when he has disposed of any part thereof, except such part as has been disposed of in the ordinary way of his trade (if any), or laid out in the ordinary expense of his family, unless the jury is satisfied that he had no intent to defraud;
2. If he does not deliver up to such trustee, or as he directs, all such part of his real and personal property as is in his custody or under his control, and which he is required by law to deliver up, unless the jury is satisfied that he had no intent to defraud;
3. If he does not deliver up to such trustee, or as he directs, all books, documents, papers, and writings in his custody, or under his control relating to his property or affairs, unless the jury is satisfied that he had no intent to defraud;
4. If after the presentation of a bankruptcy petition against him or the commencement of the liquidation, or within four months next before such presentation or commencement, he conceals any part of his property to the value of ten pounds or upwards, or conceals any debt due to or from him, unless the jury is satisfied that he had no intent to defraud;
5. If after the presentation of a bankruptcy petition against him or the commencement of the liquidation, or within four months next before such presentation or commencement, he fraudulently removes any part of his property of the value of ten pounds or upwards;
6. If he makes any material omission in any statement relating to his affairs, unless the jury is satisfied that he had no intent to defraud;
7. If, knowing or believing that a false debt has been proved by any person under the bankruptcy or liquidation, he fail for the period of a month to inform such trustee as aforesaid thereof;
8. If after the presentation of a bankruptcy petition against him or the commencement of the liquidation he prevents the production of any book, document, paper, or writing affecting or relating to his property or affairs, unless the jury is satisfied that he had no intent to conceal the state of his affairs or to defeat the law;
9. If after the presentation of a bankruptcy petition against him or the commencement of the liquidation, or within four months next before such presentation or commencement, he conceals, destroys, mutilates, or falsifies, or is privy to the concealment, destruction, mutilation, or falsification of any book or document affecting or relating to his property or affairs, unless the jury is satisfied that he had no intent to conceal the state of his affairs or to defeat the law;
10. If after the presentation of a bankruptcy petition against him or the commencement of the liquidation, or within four months next before such presentation or commencement, he makes or is privy to the making of any false entry in any book or document affecting or relating to his property or affairs, unless the jury is satisfied that he had no intent to conceal the state of his affairs or to defeat the law;
11. If after the presentation of a bankruptcy petition against him or the commencement of the liquidation, or within four months next before such presentation or commence-

ment, he fraudulently parts with, alters, or makes any omission, or is privy to the fraudulently parting with, altering, or making any omission in any document affecting or relating to his property or affairs:

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12. If after the presentation of a bankruptcy petition against him or the commencement of the liquidation, or at any meeting of his creditors within four months next before such presentation or commencement, he attempts to account for any part of his property by fictitious losses or expenses:

13. If within four months next before the presentation of a bankruptcy petition against him or the commencement of the liquidation, he, by any false representation or other fraud, has obtained any property on credit and has not paid for the same:

14. If within four months next before the presentation of a bankruptcy petition against him or the commencement of the liquidation, he, being a trader, obtains, under the false pretence of carrying on business and dealing in the ordinary way of his trade, any property on credit and has not paid for the same, unless the jury is satisfied that he had no intent to defraud:

15. If within four months next before the presentation of a bankruptcy petition against him or the commencement of the liquidation, he, being a trader, pawns, pledges, or disposes of otherwise than in the ordinary way of his trade any property which he has obtained on credit and has not paid for, unless the jury is satisfied that he had no intent to defraud:

16. If he is guilty of any false representation or other fraud for the purpose of obtaining the consent of his creditors or any of them to any agreement with reference to his affairs or his bankruptcy or liquidation.

12. *Penalty for absconding with property.*—If any person who is adjudged a bankrupt or has his affairs liquidated by arrangement after the presentation of a bankruptcy petition against him or the commencement of the liquidation, or within four months before such presentation or commencement, quits England and takes with him, or attempts or makes preparation for quitting England and for taking with him, any part of his property to the amount of twenty pounds or upwards, which ought by law to be divided amongst his creditors, he shall (unless the jury is satisfied that he had no intent to defraud) be guilty of felony, punishable with imprisonment for a time not exceeding two years, with or without hard labour.

13. *Penalty on fraudulently obtaining credit, &c.*—Any person shall in each of the cases following be deemed guilty of a misdemeanor, and on conviction thereof shall be liable to be imprisoned for any time not exceeding one year, with or without hard labour; that is to say,

(1) If in incurring any debt or liability he has obtained credit under false pretences, or by means of any other fraud:

(2) If he has, with intent to defraud his creditors, or any of them, made or caused to be made any gift, delivery, or transfer of or any charge on his property:

(3) If he has, with intent to defraud his creditors, concealed or removed any part of his property since or within two months before the date of any unsatisfied judgment or order for payment of money obtained against him:

14. *False claim, &c., a misdemeanor.*—If any creditor in any bankruptcy or liquidation by arrangement or composition with creditors in pursuance with "The Bankruptcy Act, 1869," wilfully and with intent to defraud makes any false claim, or any proof, declaration, or statement of account which is untrue in any material particular, he shall be guilty of a misdemeanor, punishable with imprisonment not exceeding one year, with or without hard labour.

15. *Debts incurred by fraud.*—Where a debtor makes any arrangement or composition with his creditors under the provisions of "The Bankruptcy Act, 1869," he shall remain liable for the unpaid balance of any debt which he incurred or increased, or whereof before the date of the arrangement or composition he obtained forbearance, by any fraud, provided the defrauded creditor has not assented to the arrangement or composition otherwise than by proving his debt and accepting dividends.

16. *Order by court for prosecution on report of trustee.*—Where a trustee in any bankruptcy reports to any court exercising jurisdiction in bankruptcy that in his opinion a bankrupt has been guilty of any offence under this act, or where the court is satisfied upon the representation of any creditor or member of the committee of inspection that there is ground to believe that the bankrupt has been guilty of any offence under this act, the court shall, if it appears to the court that there is a reasonable probability that the bankrupt may be convicted, order the trustee to prosecute the bankrupt for such offence.

17. *Expenses of prosecutions.*—Where the prosecution of the bankrupt under this act is ordered by any court, then, on the production of the order of the court, the expenses of the prosecution shall be allowed, paid, and borne as expenses of prosecutions for felony are allowed, paid, and borne.

18. *Application of Vexatious Indictments Act to offences under this act.*—Every misdemeanor under the second part of this act shall be deemed to be an offence within and subject to the provisions of the act of the session of the twenty-second and twenty-third years of the reign of Her present Majesty, chapter seventeen, intituled "An act to prevent Vexatious Indictments for certain Misdemeanors;" and when any person is charged with

any such offence before any justice or justices, such justice or justices shall take into consideration any evidence adduced before him or them tending to show that the act charged was not committed with a guilty intent.

19. *Form of indictment.*—In an indictment for an offence under this act it shall be sufficient to set forth the substance of the offence charged, in the words of this act specifying the offence, or as near thereto as circumstances admit, without alleging or setting forth any debt, act of bankruptcy, trading, adjudication, or any proceedings in, or order, warrant, or document of any court acting under "The Bankruptcy Act, 1869."

20. *Quarter sessions to have jurisdiction in respect of offences under act.*—So much of the act of the session of the fifth and sixth years of Her Majesty's reign (chapter thirty-eight), "to define the jurisdiction of justices in general and quarter sessions of the peace," as excludes from the jurisdiction of justices and recorders at sessions of the peace or adjournments thereof the trial of persons for offences against any provision of the laws relating to bankrupts, is hereby repealed as from the passing of this act; and any offence under this act shall be deemed to be within the jurisdiction of such justices and recorders.

21. *Mayors, &c., disqualified by arrangements.*—The provisions of the act of the session of the fifth and sixth years of William the Fourth, chapter seventy-six, for the regulation of municipal corporations, sections fifty-two and fifty-three, as to the disqualification of mayors, aldermen, and town councillors having been declared bankrupt or having compounded by deed with their creditors, shall extend to every arrangement or composition by a mayor, alderman, or town councillor with his creditors under "The Bankruptcy Act, 1869," whether the same is made by deed or otherwise.

22. *Justices of the peace becoming bankrupt or arranging with creditors.*—If any person being assigned by her Majesty's commission to act as a justice of the peace is adjudged bankrupt, or makes any arrangement or composition with his creditors under "The Bankruptcy Act, 1869," he shall be and remain incapable of acting as a justice of the peace until he has been newly assigned by Her Majesty in that behalf.

23. *Punishments under this act cumulative.*—Where any person is liable under any other Act of Parliament or at common law to any punishment or penalty for any offence made punishable by this act, such person may be proceeded against under such other Act of Parliament or at common law or under this act, so that he be not punished twice for the same offence.

PART III.

Warrants of Attorney, Cognovits, and Orders for Judgment.

24. *Warrants of attorney and cognovit actionem to be executed in the presence of an attorney on behalf of the person.*—After the commencement of this act, a warrant of attorney to confess judgment in any personal action or cognovit actionem given by any person shall not be of any force unless there is present some attorney of one of the superior courts on behalf of such person expressly named by him and attending at his request to inform him of the nature and effect of such warrant or cognovit before the same is executed, which attorney shall subscribe his name as a witness to the due execution thereof, and thereby declare himself to be attorney for the person, executing the same, and state that he subscribes as such attorney.

25. *Warrant, &c., not formally executed invalid.*—A warrant of attorney to confess judgment or cognovit actionem not executed in manner aforesaid shall not be rendered valid by proof that the person executing the same did in fact understand the nature and effect thereof, or was fully informed of the same.

26. *Filing of warrant of attorney and cognovit actionem.*—Where in an action a warrant of attorney to confess judgment or a cognovit actionem is given, and the same, or a true copy thereof, is not filed with the officer acting as clerk of the dockets and judgments in the Court of Queen's Bench within twenty-one days next after the execution thereof as required by the act of the third year of the reign of King George the Fourth (chapter thirty-nine), "for preventing frauds upon creditors by secret warrants of attorney to confess judgment," the same shall be deemed fraudulent and shall be void; and if any such warrant of attorney or cognovit actionem so filed was given subject to any defeasance or condition, such defeasance or condition shall be written on the same paper or parchment with the warrant or cognovit before the filing thereof, otherwise the warrant or cognovit shall be void.

27. *Filing of judge's order to enter up judgment.*—Where a judge's order made by consent is given by a defendant in a personal action whereby the plaintiff is authorised forthwith or at any future time to sign or enter up judgment, or to issue or to take out execution, whether such order is made subject to any defeasance or condition or not, then if the action is in the Court of Queen's Bench the order, and if the action is in any other court a true copy of the order, shall, together with an affidavit of the time of such consent being given, and a description of the residence and occupation of the defendant, be filed with the officer acting as clerk of the dockets and judgments in the Court of Queen's Bench within twenty-one days after the making of the order, otherwise the order and any judgment signed or entered up thereon, and any execution issued or taken out on such judgment, shall be void.

28. *Application of 3 Geo. 4, c. 39, and 6 & 7 Vict. c. 66, to judge's orders.*—The provisions of the said Act of the third year of King George the Fourth, and of the Act of the session of the

sixth and seventh years of Her Majesty's reign (chapter sixty-six), "to enlarge the provisions of an Act for preventing frauds upon creditors by secret warrants of attorney to confess judgment," for liberty to file a warrant of attorney or *cognovit actionem*, or a copy thereof, with the clerk of the dockets and judgments, and for that clerk to make certain entries and search in relation thereto, and for entering satisfaction thereon, and for fees for search, and filing and taking office copies, shall extend and be applicable to every such judge's order.

29. *Exemption from act of foreign attachment.*—Nothing in this Act contained shall affect the custom of foreign attachment as exercised by any competent court, or the proceedings in relation to such custom.

32 & 33 VICT. CAP. 63.

An Act to amend the Metropolitan Poor Act 1867.—[9th August, 1869.]

32 & 33 VICT. CAP. 64.

An Act to appoint additional Commissioners for executing the Acts for granting a Land Tax and other rates and taxes.—[9th August, 1869.]

32 & 33 VICT. CAP. 65.

An Act for appointing Commissioners to inquire into the existence of corrupt Practices amongst the Freemen Electors of the city of Dublin.—[9th August, 1869.]

32 & 33 VICT. CAP. 66.

An Act to continue and amend an Act to defray the charge of the Pay, Clothing, and contingent and other expenses of the Disembodied Militia in Great Britain and Ireland; to grant allowances in certain cases to Subaltern Officers, Adjutants, Paymasters, Quartermasters, Surgeons, Assistant Surgeons, and Surgeons' Mates of the Militia; and to authorise the employment of the Non-commissioned Officers.—[9th August, 1869.]

32 & 33 VICT. CAP. 67.

An Act to provide for Uniformity in the Assessment of Rateable Property in the Metropolis.—[9th August, 1869.]

EVIDENCE AMENDMENT ACT.

32 & 33 VICT. CAP. 68.

An Act for the further Amendment of the Law of Evidence.—[9th August, 1869.]

Whereas the discovery of truth in courts of justice has been signally promoted by the removal of restrictions on the admissibility of witnesses, and it is expedient to amend the law of evidence with the object of still further promoting such discovery:

Be it enacted by the Queen's most excellent Majesty, by and with the advice and consent of the Lords spiritual and temporal, and Commons, in this present parliament assembled, and by the authority of the same, as follows:

Sect. 1. *Sect. 4 of 14 & 15 Vict. c. 99, and part of sect. 2 of 16 & 17 Vict. c. 83, repealed.*—The fourth section of chapter ninety-nine of the statutes passed in the fourteenth and fifteenth years of Her present Majesty, and so much of the second section of the "Evidence Amendment Act, 1853," as is contained in the words "or in any proceeding instituted in consequence of adultery," are hereby repealed.

2. *Parties in actions for breach of promise of marriage.*—The parties to any action for breach of promise of marriage shall be competent to give evidence in such action: Provided always, that no plaintiff in any action for breach of promise of marriage shall recover a verdict unless his or her testimony shall be corroborated by some other material evidence in support of such promise.

3. *Parties and their husbands and wives to be witnesses in suits for adultery.*—The parties to any proceeding instituted in consequence of adultery, and the husbands and wives of such parties, shall be competent to give evidence in such proceeding: Provided that no witness in any proceeding, whether a party to the suit or not, shall be liable to be asked or bound to answer any question tending to show that he or she has been guilty of adultery, unless such witness shall have already given evidence in the same proceeding in disproof of his or her alleged adultery.

4. *Persons objecting to take oath may be allowed to make declaration, and be triable for perjury.*—If any person called to give evidence in any court of justice, whether in a civil or criminal proceeding, shall object to take an oath, or shall be objected to as incompetent to take an oath, such person shall, if the presiding judge is satisfied that the taking of an oath would have no binding effect on his conscience, make the following promise and declaration:

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"I solemnly promise and declare that the evidence given by me to the court shall be the truth, the whole truth, and nothing but the truth."

And any person who, having made such promise and declaration, shall wilfully and corruptly give false evidence, shall be liable to be indicted, tried, and convicted for perjury as if he had taken an oath.

5. *Short title.*—This act may be cited for all purposes as the "Evidence Further Amendment Act, 1869."

6. *Extent of act.*—This act shall not extend to Scotland.

32 & 33 VICT. CAP. 69.

An Act to provide for the better Liquidation of certain Loans raised under the Guarantee of Her Majesty for the Service of the Colony of Jamaica.—[9th August, 1869.]

CONTAGIOUS DISEASES (ANIMALS) ACT.

39 & 33 VICT. CAP. 70.

Cap. 70.

An Act to consolidate, amend, and make perpetual the Acts for preventing the introduction or spreading of Contagious or Infectious Diseases among Cattle and other Animals in Great Britain.—[9th August, 1869.]

Whereas it is expedient to confer on Her Majesty's most honourable Privy Council power to take such measures as may appear from time to time necessary to prevent the introduction into Great Britain of contagious or infectious diseases among cattle, sheep, and other animals, by prohibiting or regulating the importation of foreign animals, and it is further expedient to provide against the spreading of such diseases in Great Britain, and to consolidate and amend and make perpetual the acts relating thereto, and to make such other provisions as are contained in this act:

Be it therefore enacted by the Queen's most excellent Majesty, by and with the advice and consent of the Lords spiritual and temporal, and Commons, in this present Parliament assembled, and by the authority of the same, as follows:

PART I.

Preliminary.

Sect. 1. *Short title.*—This act may be cited as The Contagious Diseases (Animals) Act, 1869.

2. *Extent of act.*—This act shall not extend to Ireland.

3. *Division of act into parts.*—This act is divided into parts, as follows:

Part I. Preliminary.

Part II. Local authorities.

Part III. Foreign animals.

Part IV. Discovery and prevention of disease.

Part V. Slaughter in cattle plague: compensation.

Part VI. Orders of Council and of local authorities.

Part VII. Lands.

Part VIII. Expenses of local authorities.

Part IX. Offences and legal proceedings.

Part X. Scotland.

4. *Repeal of acts in schedule.*—The acts described in the first schedule to this act are hereby repealed, but this repeal shall not extend to Ireland, or affect the past operation of any of those acts, or affect any order of Her Majesty in Council made, or any order or regulation of the Privy Council or of a local authority made, or any licence granted, or any committee or sub-committee constituted, or any appointment made, or any right, title, obligation, or liability accrued, or any rate or mortgage made, or the validity or invalidity of anything done or suffered, under any of those acts, before the passing of this act; nor shall this repeal interfere with the institution or prosecution of any proceeding in respect of any offence committed against, or any penalty or forfeiture incurred under, any of the acts repealed by this act, or any order or regulation made thereunder, or take away or abridge any protection or benefit conferred or secured by any of those acts in relation to anything done thereunder before the passing of this act; and, notwithstanding the repeal by this act of any of those acts, every local authority constituted thereby or thereunder shall (subject to any provision of this act altering the local authority or the constitution thereof in any case) continue as if this act had not been passed; and every such order, regulation, licence, committee, sub-committee, and appointment as aforesaid shall continue and be as if this act had not been passed, but so that the same may be revoked, altered, or otherwise dealt with under this act as if the same had been made, granted, or constituted under this act.

5. *Definition, &c., of Privy Council.*—In this act the term "the Privy Council" means the lords and others of Her Majesty's Most Honourable Privy Council.

All or any powers by this act conferred on the Privy Council may be exercised by those lords and others or any two or more of them.

Powers by this act conferred on the Privy Council may, as regards the making of orders affecting only specified ports, towns, or places, or parts thereof, and as regards the issuing and revocation of licences under any Order of Council, be exercised by the Lord President of the Council or one of Her Majesty's Principal Secretaries of State.

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6. *Interpretation of terms as to animals, &c.*—In this act—

The term "cattle" means bulls, cows, oxen, heifers, and calves:

The term "animal" means, except where it is otherwise expressed, cattle, sheep, goats, and swine:

The term "foreign," as applied to cattle or animals, means brought from any place out of the United Kingdom:

The term "cattle plague" means the rinderpest, or disease commonly called the cattle plague:

The term "contagious or infectious disease" includes cattle plague, pleuro-pneumonia, foot-and-mouth disease, sheep-pox, sheep-scab, and glanders, and any disease which the Privy Council from time to time by order declare to be a contagious or infectious disease for the purposes of this Act:

The term "railway company" includes a company or person working a railway under lease or otherwise:

The term "person" includes a body corporate or unincorporate.

7. *Definition of boroughs and other places.*—In this act—

The term "borough" means a place which is for the time being subject to the act of the session of the fifth and sixth years of the reign of King William the Fourth (chapter seventy-six), "to provide for the regulation of municipal corporations in England and Wales," or which is a town or place having under any general or local act of parliament or otherwise a separate police establishment:

The term "county" does not include a county of a city or county of a town, but includes any riding, division, or parts of a county, having a separate commission of the peace:

The term "metropolis" includes all parishes and places in which the Metropolitan Board of Works have or had power to levy a main drainage rate.

For the purposes of this act, the liberty of St. Albans, the liberty of the Isle of Ely, and the soke of Peterborough shall respectively be deemed separate counties, but all other liberties and franchises of counties shall be considered as forming part of the county by which they are surrounded, or if partly surrounded by two or more counties, then as forming part of that county with which they have the longest common boundary.

Every place that is not a borough, a county, or part of the metropolis as respectively defined in this act, or is not separately mentioned in the second schedule to this act, shall be deemed to form part of a county as defined in this act to the county rate whereof it is assessed, or if it is not so assessed, then of the county within which it is situate.

8. *Effect of schedules.*—The schedules to this act shall be construed and have effect as part of this act.

PART II.

Local Authorities.

9. *Local authorities in schedule.*—For the purposes of this act, the respective districts, authorities, rates or funds, and officers described in the second schedule to this act, shall be the district, the local authority, the local rate, and the clerk of the local authority.

10. *Local authority in City of London.*—Notwithstanding anything in this act or the second schedule thereto, within the City of London, and the liberties thereof the mayor, aldermen, and commons of the City of London shall be the local authority, and the town clerk shall be the clerk of the local authority, and the consolidated rate shall be the local rate, but the City of London and the liberties thereof shall nevertheless be deemed part of the metropolis for the purposes of the local rate described in the second schedule to this act in relation to the metropolis.

11. *Appointment of committees.*—With respect to committees of a local authority, the following provisions shall have effect:—

- (1.) A local authority shall form a committee or committees, and may delegate to any such committee all or any powers conferred on the local authority by this act, except the power to make a rate:
- (2.) A local authority may from time to time revoke or alter any power given by them to a committee:
- (3.) A local authority may appoint and designate any such committee as their executive committee for the purposes of this act:
- (4.) Such an executive committee shall have all the powers of the local authority under this act, except the power to make a rate, and may appoint a sub-committee or sub-committees, and delegate to them all or any powers of the executive committee, with or without conditions or restrictions, and from time to time revoke or alter any such delegation, and fix the quorum, and add to or diminish the number of the members, or otherwise alter the constitution of a sub-committee, and lay down rules for the guidance of a sub-committee, who shall act accordingly:
- (5.) Proceedings of a committee or sub-committee shall not be invalidated by any vacancy in the committee or sub-committee, or, in case of a committee appointed by general or quarter sessions of a county, by the termination of the sessions at which they were appointed:
- (6.) In case of the formation of two or more committees, they shall act according to rules laid down for their guidance by the local authority:
- (7.) The regulations contained in the third schedule to this act shall have effect with respect to committees and sub-committees.

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Inspectors and Officers.

12. *Appointment of inspectors and other officers by local authorities.*—Every local authority shall from time to time appoint so many inspectors and other officers as appear to the local authority necessary for the execution of this act, and shall assign them such duties and award them such salaries or allowances as the local authority think fit, and may at any time revoke any appointment so made, but so that every local authority shall at all times keep appointed at least one inspector.

13. *Removal of Inspectors.*—The Privy Council, if satisfied on inquiry that an inspector appointed by a local authority is incompetent, or has been guilty of misconduct or neglect in the discharge of his duty, may, if they think fit, direct his removal, and thereupon he shall cease to be an inspector for the purposes of this act.

14. *Reports to Privy Council, &c.*—Every local authority, and every inspector appointed by a local authority, shall make such reports to the Privy Council as the Privy Council from time to time require.

PART III.

Foreign Animals.

15. *Power to define ports.*—The Privy Council may from time to time by order define the limits of ports for the purposes of this part of this act.

16. *Power to prohibit landing of foreign animals.*—The Privy Council may from time to time by order, in relation to foreign animals, or to any specified kind of foreign animals, or to foreign animals, or any specified kind thereof, brought from any specified country or place, prohibit the landing thereof either generally, or in any specified port, or in any defined part thereof, or elsewhere than in some specified port or ports, or than in some defined part or parts thereof.

This section shall extend to horses and other animals not within the definition of animals in this act.

17. *Power to apply regulations in schedule to landing in specified cases.*—The Privy Council may from time to time by order apply to the landing, either generally, or with specified exceptions, or in some specified port, or in some defined part thereof, of foreign animals, or of any specified kind of foreign animals, or of foreign animals, or any specified kind thereof, brought from any specified country or place, and to the movement and disposal thereof when landed, the regulations contained in the fourth schedule to this act, or any of them.

18. *Power to vary regulations.*—The Privy Council may from time to time by order, in relation to foreign animals, or to any specified kind of foreign animals, or to foreign animals, or any specified kind thereof, brought from any specified country or place, add to or vary the regulations contained in the fourth schedule to this act.

19. *Provision respecting animals within port, &c.*—Where the regulations contained in the fourth schedule to this act, or any of them (with or without addition or variation), are in operation in respect of a port or a defined part thereof, then all animals for the time being within that port or defined part shall, subject to any order of the Privy Council to the contrary, be deemed foreign animals, and the same regulations shall apply thereto accordingly.

20. *Power to impose quarantine.*—The Privy Council may from time to time by order make such regulations as they think expedient for imposing conditions on the landing of or for subjecting to inspection or to quarantine foreign animals, or any specified kind of foreign animals, or foreign animals, or any specified kind thereof, brought from any specified country or place.

This section shall extend to horses and other animals not within the definition of animals in this act.

21. *Punishment for wrongful landing, &c.*—If any person lands or attempts to land any foreign animal (including any horse or other animal not within the definition of animals in this act) in contravention of any order of the Privy Council, the animal shall be forfeited in like manner as goods the importation whereof is prohibited by the acts relating to the customs are liable to be forfeited; and the person so offending shall be liable to such penalties as are imposed on persons importing or attempting to import goods the importation whereof is prohibited by the acts relating to the customs, without prejudice to any proceeding against him under this act or any such order, but so that no person be punished twice for the same offence.

22. *Return of diseases among foreign animals to be published in London Gazette.*—There shall be published in the London Gazette once in every month, under the direction of the Privy Council, a return of the number of foreign animals brought by sea to any port in Great Britain which on inspection on landing within the then last preceding month have been found to be affected with any contagious or infectious disease, specifying the disease and the ports from which and to which such animals are brought, and the mode in which such animals have been disposed of.

23. *Power to provide, &c., wharves, lairs, &c.*—A local authority may provide, erect, and fit up wharves, lairs, sheds, markets, houses, and places for the landing, reception, sale, and slaughter of foreign animals.

24. *Incorporation of markets, &c., Clauses Act, 1847.*—There shall be incorporated with this part of this act "The Markets and Fairs Clauses Act, 1847;" and for the purposes of the application and construction of that act in conjunction with this part of this act any place provided by a local authority under this part of this act for the landing, reception, sale, or slaughter

of foreign animals shall be deemed a market, and this part of this act shall be deemed the special act, and the prescribed limits shall be deemed to be the limits of the lands acquired for the purposes of this part of this act; and byelaws shall be approved by the Privy Council, which approval shall be sufficient, without any other approval or any allowance thereof (notice of application for such approval being nevertheless given, and proposed byelaws being published before application for approval, in like manner as under that act notice of application for allowance and publication before that application are required to be made).

25. *Charges for use of wharves, &c.*—A local authority may charge for the use of any wharf, lair, shed, market, house, or place provided by them under this part of this act such sums as they from time to time by bye law appoint.

26. *Power to give as security for borrowed money, charges, estates, &c.*—A local authority, on exercising for the purposes of this part of this act the borrowing powers vested in them under this act, may, if they think fit, give as security for repayment of money borrowed with interest (either together with the local rate, if any, or separately therefrom) the charges which they are authorised to make under this part of this act, and any estates, revenues, or funds belonging to them and not otherwise appropriated by law.

27. *Separate account and application of money received.*—All money received by a local authority from charges made by them under this part of this act shall be carried to a separate account, and shall be applied in payment of interest on money borrowed by them for the purposes of this part of this act, and in repayment of the principal thereof, and subject thereto towards discharge of expenses incurred by them in the execution of this act.

28. *Special provisions respecting metropolis.*—With respect to the metropolis, notwithstanding anything in this act or in the second schedule thereto, the following provisions shall have effect:

- (1.) The mayor, aldermen, and commons of the city of London shall, for the purposes of this part of this act, be exclusively the local authority in and for the metropolis.
- (2.) The mayor, aldermen, and commons, on exercising for the purposes of this part of this act the borrowing powers vested in a local authority under this Act, may borrow on the credit of the property on the credit whereof they are authorised to borrow by the Metropolitan Market Act, 1865, and the money so borrowed may be secured in the manner and subject and according to the provisions in that act authorised and contained:
- (3.) All money received by the mayor, aldermen, and commons from charges made by them under this part of this act shall (subject to the application thereof as in this part of this act directed in payment of interest on and in repayment of principal of money borrowed for the purposes of this part of this act) be applied in repayment of the principal of money borrowed by them under The Metropolitan Market Act, 1857 and 1865, and subject thereto in discharge of expenses incurred by them in the execution of this part of this act.
- (4.) From and after the opening for public use of a market provided by the mayor, aldermen, and commons under this part of this act to the satisfaction of the Privy Council (declared by order), the maximum tolls, dues, and payments that may be taken under the Metropolitan Market Act 1857, in respect of the animals mentioned in the fifth schedule to this act, shall be the sums in that schedule specified in lieu of those specified in schedule A. to that act.

29. *Provision on failure of corporation of London to provide market.*—Provided that if the mayor, aldermen, and commons of the city of London do not before the first day of January one thousand eight hundred and seventy-two provide and open for public use a market for the purposes of this part of this Act to the satisfaction of the Privy Council (declared by order), then on and after that day the following consequences shall ensue:

- (1.) The provision of this part of this Act making the mayor, aldermen, and commons exclusively for the purposes of this part of this act the local authority in and for the metropolis shall cease to operate:
- (2.) The enactment in section fifteen of the Metropolitan Market Act 1857, that no new market for the sale of cattle or horses shall be opened in the cities of London or Westminster, or the liberties thereof, or in the borough of Southwark, or at any place distant less than seven miles in a straight line from Saint Paul's Cathedral in the city of London, shall not prevent any local authority or person from establishing a market for the purposes of this part of this act in or at any place named or defined in that section.

30. *Continuance of defined part where market, &c., provided.*—Where a local authority, with the approval of the Privy Council, have before or after the passing of this act provided, erected, and fitted up, within a part of a port defined by the Privy Council as a place where foreign animals may be landed, any wharf, lair, shed, market, house, or place for the landing, reception, sale, or slaughter of foreign animals, it shall not be lawful for the Privy Council (as long as importation of foreign animals at that port is allowed, but under restriction) to revoke the definition of the part or parts of that port at which foreign animals may be landed, or to alter it so as to exclude therefrom any part of the site of such wharf, lair, shed, market, house, or place, except with the consent of the local authority; and if any railway company have

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provided, erected, or fitted up any such wharves, lairs, sheds, markets, houses, or places, the same may, with the approval of the Privy Council, be used for the purposes of this part of this act.

PART IV.

Discovery and prevention of disease.

31. *Inspector to proceed on information.*—An inspector of a local authority, on receiving information of the supposed existence of cattle plague, pleuro-pneumonia, or sheep-pox, or having reasonable ground to suspect that any of those diseases exists in any place within his district, shall proceed to that place with all practicable speed, and execute and discharge the powers and duties by or under this act conferred and imposed on him as inspector.

32. *Power of entry for inspector, &c.*—An inspector or other officer of a local authority authorised to act in the execution of this act may at any time enter any field, stable, cow-shed, or other premises within his district, where he has reasonable grounds for supposing that any animal affected with cattle plague, pleuro-pneumonia, or sheep-pox is to be found, for the purpose of executing this act, but shall, if required, state in writing the grounds on which he has so entered.

If any person refuses admission to such inspector or officer acting under this section, he shall be deemed guilty of an offence against this act.

33. *Evidence of disease.*—The certificate of an inspector of a local authority to the effect that an animal within his district is affected with cattle plague, pleuro-pneumonia, or sheep-pox, shall for the purposes of this act be conclusive evidence in all courts of justice and elsewhere of the matter certified.

Infected Places: Cattle Plague and Sheep-pox.

34. *Provisional declaration of infected place by inspector.*—Where an inspector finds cattle plague or sheep-pox to exist within his district, he shall forthwith make a declaration thereof under his hand, and shall deliver a notice under his hand of such declaration to the occupier of the field, stable, cow-shed, or other premises where the disease is found, and thereupon the same, with all lands and buildings contiguous thereto in the same occupation, shall become and be an infected place, and the same shall continue to be an infected place until the determination and declaration of the local authority relative thereto in this act provided for.

35. *Determination and declaration of local authority.*—Where an inspector makes such a declaration of the existence of cattle plague or sheep-pox, he shall with all practicable speed send a copy thereof to the Privy Council and deliver the declaration to the local authority, who shall forthwith inquire into the correctness thereof, and if it appear to them that cattle plague or sheep-pox existed as declared by the inspector, they shall so determine and declare, and shall prescribe the limits of the infected place; but if it appears to them that cattle plague or sheep-pox did not exist as declared by the inspector, and the same is certified to them in writing by one or more duly qualified veterinary surgeon or surgeons employed by them in that behalf, they shall so determine and declare, and thereupon the place comprised in the inspector's declaration, or affected thereby, shall cease to be an infected place.

36. *Declaration of infected place by local authority or Privy Council.*—A local authority with respect to any place within their district, and the Privy Council with respect to any place in Great Britain, may from time to time by order declare any field, stable, cowshed, or other premises in which cattle plague or sheep-pox exists at the date of the order or has existed within seven days before that date, with or without a further area, to be from and after a time specified in the order an infected place.

37. *Extent of area on declaration of local authority.*—The area of an infected place may in all cases of a declaration by a local authority include, with the field, stable, cowshed, or other premises in which cattle plague or sheep-pox has been found to exist, all lands and buildings lying contiguous thereto, being in the same occupation, and within the district of the local authority, and also (except in the metropolis) an area comprised within one mile from the boundaries of those lands in every direction, but no more.

38. *Extension of area into district of other authority.*—A local authority may include in the area of an infected place, any adjoining part of the district of another local authority, with the previous consent of that authority in writing signed by their clerk, but not otherwise.

39. *Extent of infected place under declaration by council.*—The area of an infected place may in all cases of a declaration by the Privy Council include, with the field, stable, cowshed, or other premises in which cattle plague or sheep-pox has been found to exist, such an area as to the Privy Council seem requisite.

40. *Area of infected places in metropolis.*—With respect to the metropolis the Privy Council may from time to time by order extend the limits of an infected place beyond the boundaries of the field, stable, cowshed, farm, or premises where cattle plague or sheep-pox is declared or found to exist.

41. *Description of infected place.*—The area of an infected place may in any case be described by reference to a map deposited at some specified place, or by reference to townships, parishes, farms, or otherwise.

42. *Notice of declaration.*—An order of a local authority, declaring a place to be an infected place shall be published by the local authority by notices posted in and near the infected place, and in such other manner (if any) as they think expedient.

An order of the Privy Council declaring a place to be an infected place shall be published in like manner by and at the expense of any local authority to whom the same is sent by the Privy Council for publication.

Any want of or defect or irregularity in publication shall not invalidate any order.

43. *Order evidence of disease.*—An order of a local authority or of the Privy Council declaring a place to be an infected place shall be conclusive evidence in all courts of justice and elsewhere of the existence of disease and other matters on which the order proceeds.

44. *Rules in schedule.*—The rules set forth in the sixth schedule to this act shall have effect with respect to infected places (which rules are in this act referred to as the rules of this act with respect to infected places.)

45. *Offences as to infected places.*—If any animal, hide, skin, wool, horn, hoof, offal, carcase, meat, dung, hay, straw, litter, or other thing is moved in contravention of the rules of this act with respect to infected places, every person moving the same, or causing the same to be moved, shall be deemed guilty of an offence against this act.

46. *Exceptions for railways.*—The rules of this act with respect to infected places shall not restrict the moving of any animal or thing by railway through an infected place, such animal or thing not being stopped within the infected place.

47. *Power to Privy Council to make rules as to infected places.*—The Privy Council may from time to time by order make rules with respect to infected places not being inconsistent with the rules set forth in the 6th schedule to this act; and with respect to the metropolis, the Privy Council may also from time to time, if they think it expedient, vary the rules set forth in that schedule; and all rules and variations of rules so made shall be deemed rules of this act with respect to infected places.

48. *Duties of local authorities, &c.*—Every local authority and the police of every county, borough, town, and place shall, within their respective districts, enforce and execute the provisions of this act, and of any order of the local authority or Privy Council thereunder relative to infected places, and do or cause to be done all things from time to time necessary or expedient for securing, as far as may be, the effectual isolation of infected places in respect of the movement of animals and things.

49. *Authority of constable.*—Any constable may proceed as follows:—

- (1.) He may apprehend any person found committing an offence against the rules of this act, with respect to infected places, and he shall take any person so apprehended, as soon as conveniently may be, before a justice of the peace to be examined and dealt with according to law; and a person so apprehended shall not be detained in custody by any constable without the order of a justice longer than is necessary for bringing him before a justice, or than twenty-four hours at longest;
- (2.) He may require that any animal or thing moved out of an infected place in contravention of those rules be forthwith taken back within the limits of that place, and may enforce and execute such requisition.

50. *Discontinuance of declaration of infected places.*—The local authority by whom an infected place is declared may, at any time after the expiration of twenty-eight days from the disappearance of cattle plague or sheep-pox (as the case may be) in that place, by order declare the place to be free from cattle plague or sheep-pox (as the case may be).

The Privy Council may at any time by order declare any place to be free from cattle plague or sheep-pox.

Thereupon, as from the time specified in this behalf in the order of the local authority or Privy Council, the place shall cease to be an infected place as regards cattle plague or sheep-pox (as the case may be).

51. *Report to Privy Council.*—The clerk of a local authority declaring a place to be an infected place, or declaring a place to be free from cattle plague or sheep-pox, shall forthwith report by post to the Privy Council the fact of such declaration having been made.

52. *Effect of orders of council.*—An order of the Privy Council relative to an infected place shall supersede any order of a local authority inconsistent with it.

53. *Restriction on movement, &c., near infected places.*—Where, under this act, an inspector makes a declaration which constitutes a place an infected place, he may also, if the circumstances of the case appear to him so to require, deliver a notice under his hand of such declaration to the occupiers of all lands and buildings adjoining thereto, any part whereof respectively lies within one mile of the boundaries of the infected place in any direction, and thereupon the rules of this act with respect to infected places shall, until the determination and declaration of the local authority relative thereto in this act provided for, apply and have effect to and in respect of those lands and buildings as if the same were actually within the limits of the infected place.

Pleuro-pneumonia.

54. *Provisional declaration as to pleuro-pneumonia by inspector.*—Where an inspector finds pleuro-pneumonia to exist within his district, he shall forthwith make a declaration thereof under his hand, and shall deliver a notice under his hand of such declaration to the occupier of the field, stable, cow-shed, or other premises where the disease is found; and thereupon the rules set forth in the seventh schedule to this act (in this act called the pleuro-pneumonia rules of this act) shall have effect in relation to such field, stable, cow-shed, or other premises until the determination

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and declaration of the local authority relative thereto in this act provided for.

55. *Determination and declaration by local authority as to pleuro-pneumonia.*—Where an inspector makes a declaration of the existence of pleuro-pneumonia, he shall with all practicable speed send a copy thereof to the Privy Council, and deliver the declaration to the local authority, who shall inquire into the correctness thereof; and if it appears to them that pleuro-pneumonia existed as declared by the inspector, they shall so determine and declare, and thereupon the pleuro-pneumonia rules of this act shall continue to apply to the field, stable, cow-shed, or other premises to which the declaration relates; but if in any such case it appears to the local authority that pleuro-pneumonia did not exist as declared by the inspector, or that a fresh case of pleuro-pneumonia has not occurred for thirty days in such field, stable, cow-shed, or other premises, then the local authority shall so determine and declare, and the pleuro-pneumonia rules of this Act shall cease to operate in relation thereto.

Miscellaneous.

56. *Form in schedule.*—The forms given in the eighth schedule to this act, with such variations as circumstances require, may be used by an inspector for the purposes of this part of this Act, and a declaration of disease under this part of this act shall not be deemed a certificate of the inspector for any purpose of this act.

57. *Exposure for sale, transport by railway, &c., of deceased animals.*—If an person exposes in a market or fair or other public place where horses or animals are commonly exposed for sale, or exposes for sale in any sale-yard, whether public or private, or places in a lair or other place adjacent to or connected with a market or fair, or where horses or animals are commonly placed before exposure for sale, or sends or causes to be carried on a railway, or on a canal, river, or other inland navigation, or on a coasting vessel, or carries, leads, or drives, or causes to be carried, led, or driven on a highway or thoroughfare, any horse or animal affected with a contagious or infectious disease, he shall be deemed guilty of an offence against this act, unless he shows to the satisfaction of the justices before whom he is charged that he did not know of the same being so affected, and that he could not with reasonable diligence have obtained such knowledge.

Where any horse or animal so affected is exposed or otherwise dealt with in contravention of this section, an inspector of the local authority or any officer of the local authority authorised to act in execution of this act may seize the same, and cause it, if affected with glanders, cattle plague, or sheep-pox, to be slaughtered, and if affected with any other contagious or infectious disease to be removed to some convenient and isolated place, and to be there kept for such time as the local authority think expedient; and the local authority may recover the expenses of the execution by them of this section from the owner of the horse or animal, or from the consignor or consignee thereof, who may recover the same from the owner.

In case of a conviction for an offence under this section no compensation shall be payable in respect of any animal slaughtered under this section.

Notwithstanding anything in this section, the Privy Council may from time to time, by order, make such further or other provision as they think expedient respecting animals becoming affected with foot-and mouth disease, or any other contagious or infectious disease not being cattle plague, pleuro-pneumonia, sheep-pox, or glanders, while exposed or placed or being carried, led, or driven as aforesaid, and any such order shall be deemed part of this section.

58. *Turning out of diseased animals on unclosed lands, &c.*—If any person places or keeps on any common or unclosed land or in any field or other place insufficiently fenced, or on the side of a highway, any horse or animal affected with a contagious or infectious disease, he shall be deemed guilty of an offence against this act, unless he shows to the satisfaction of the justices before whom he is charged that he did not know of the same being so affected, and that he could not with reasonable diligence have obtained such knowledge.

59. *Trespass on land.*—Where a person having cattle in his possession or keeping within the district of a local authority wherein cattle plague exists affixes at the entrance to a building or inclosed place in or on which such cattle are kept a notice forbidding persons to enter into or on that building or place without his permission, then, if any person not having a right of entry or way into, on, or over that building or place, enters into, on, or over the same or any part thereof, in contravention of the notice, he shall for every such offence be liable to a penalty not exceeding five pounds.

60. *Burial of diseased animals.*—Every local authority shall cause every horse or animal that has died of glanders, cattle plague, or sheep pox, or has been slaughtered in consequence of being affected with glanders, cattle plague, or sheep pox, within their district, to be buried as soon as possible in its skin in some proper place, and to be covered with a sufficient quantity of quicklime or other disinfectant, and with not less than six feet of earth, or to be destroyed under inspection of the local authority in such mode as the Privy Council from time to time by order direct or approve.

It shall not be lawful for any person, except with the licence of the Privy Council, to dig up or cause to be dug up the carcase or any part of the carcase of any horse or animal so buried.

61. *Purification of sheds, &c., of diseased animals.*—A local authority shall cause the yard, shed, stable, field, or other pre-

misers in which any horse or animal affected with glanders or cattle plague or sheep pox has been kept while so affected, or has died or been slaughtered, to be thoroughly cleansed and disinfected, and all hay, straw, litter, dung, or other article that has been in contact with or used about any such horse or animal to be burnt or otherwise destroyed.

No fresh animal shall be admitted into any yard, shed, stable, field, or other premises in which any animal affected with cattle plague or sheep pox has been kept while so affected, or has died or been slaughtered, until the expiration of thirty days after the cleansing and disinfecting of such premises in pursuance of this act.

Any such hay, straw, litter, dung, or other article shall not be removed from the premises in which any horse or animal affected with glanders or cattle plague has been, except for the purpose of being destroyed and with a licence of an inspector specifying the place at which it is to be destroyed, nor shall it be removed out of the district of the local authority without the consent in writing of the local authority into whose district it is moved. If any such thing is removed in contravention of this act, the occupier of the premises from which it is removed and the person removing it shall each be deemed guilty of an offence against this act.

A local authority shall direct the disinfecting of the clothes of and the use of due precautions against the spreading of contagion by inspectors and others in contact with animals affected with cattle plague.

62. *Steamboat and railway companies, &c., to disinfect carriages, boats, &c.*—Every steamboat, railway, and other company, and every person carrying animals for hire to or in Great Britain, shall thoroughly cleanse and disinfect, in such manner as the Privy Council from time to time by order direct, all steamers, vessels, boats, pens, carriages, trucks, horse boxes, and vehicles used by such company or person for the carrying of animals.

If any company or person on any occasion fails to comply with the requisitions of any such order, such company or person shall on every such occasion be deemed guilty of an offence against this act.

An inspector of a local authority, or any officer of a local authority authorised to execute this act, may at all times enter on board any steamer, vessel, or boat in respect whereof he has reasonable grounds for supposing that any company or person has failed to comply with the requisitions of any such order, and on premises where he has reasonable grounds for supposing that any pen, carriage, truck, horse box, or vehicle in respect whereof any company or person has on any occasion so failed is to be found; and if any company or person refuses admission to an inspector or other officer acting under this section, such company or person shall be deemed guilty of an offence against this act.

63. *Regulations for disinfecting.*—The Privy Council may from time to time by order give directions respecting modes of disinfecting, and anything disinfected in accordance with the provisions of such order, or in accordance with any process of disinfection approved by the Privy Council, shall be deemed disinfected within this act, but not otherwise.

64. *Water and food to be provided at railways to satisfaction of Privy Council.*—Every railway company shall make a provision, to the satisfaction of the Privy Council, of water and food, or either of them, at such stations as the Privy Council from time to time, by general or specific description, direct, for animals carried or about to be or having been carried on the railway of the company; and such water and food, or either of them, shall be supplied to any such animal by the company carrying it on the request in writing of the consignor thereof, or on the request of any person in charge thereof, and the company so supplying water and food, or either of them, may make in respect thereof such reasonable charges, if any, as the Privy Council by order approve, in addition to such charges as they are for the time being authorised to make in respect of the carriage of animals; and the amount of such additional charges accrued due in respect of any animal shall be a debt from the consignor and from the consignee thereof to the company, and shall be recoverable by the company from either of them by proceedings in any court of competent jurisdiction, and the company shall have a lien for the amount thereof on the animal in respect of which the same accrued due, and on any other animal at any time consigned by the same person to be carried by the company.

If any company on any occasion fails to comply with the requirements of this section, they shall, on every such occasion, be deemed guilty of an offence against this act. If in the case of any animal such a request as aforesaid is not made so that the animal remains without a supply of water for thirty consecutive hours, or other period not being less than twelve hours as the Privy Council from time to time by order prescribe, the consignor and the person in charge of the animal shall each be deemed guilty of an offence against this act; and it shall lie on the person accused to prove the time within which the animal has had a supply of water.

PART V.

Slaughter in Cattle Plague: Compensation.

65. *Slaughter in cattle plague.*—Every local authority shall cause all animals affected with cattle plague within their district to be slaughtered.

66. *Slaughter of cattle herded with diseased animals.*—A local authority may, if they think fit, cause to be slaughtered any animal that has been in the same shed or stable, or in the same herd or flock, or in contact with any animal affected with cattle plague within their district.

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67. *Slaughter of animals to ascertain disease.*—Where an animal is affected with disease suspected to be cattle plague, the local authority may cause the animal to be slaughtered in order to ascertain the nature of the disease.

68. *Compensation to owners of animals on slaughter.*—Where an animal affected with cattle plague, or affected with disease suspected to be cattle plague, is slaughtered in pursuance of this act, the local authority (except as otherwise provided in this act) shall, by way of compensation for the animal, pay to the owner thereof such sum, not exceeding twenty pounds and not exceeding one half of the value of the animal immediately before it was affected with cattle plague, as to the local authority seems fit.

69. *Compensation for slaughter of cattle herded with diseased animals.*—Where a local authority causes an animal to be slaughtered on account of its having been in the same shed or stable, or in the same herd or flock, or in contact with an animal affected with cattle plague, the owner of the animal so slaughtered may either dispose of the carcass on his own account, with a licence from some officer appointed in that behalf by the local authority, or may require the local authority to dispose of the same, in which latter case the local authority shall pay to the owner thereof, by way of compensation, such sum, not exceeding thirty pounds, as may equal three fourths of the value of the animal slaughtered.

70. *Power to ascertain value of slaughtered animals.*—A local authority may require the value of any animal slaughtered under this Act to be ascertained by officers of the local authority or by arbitration, and generally may impose conditions as to evidence of the slaughter and value of the animals slaughtered.

71. *Restrictions on compensations.*—A local authority may, if they think fit, withhold compensation in respect of any animal slaughtered, where the owner or the person having the charge thereof has in their judgment been guilty, in relation to such animal, of any act in contravention of this act, or of any order, regulation, or licence of the Privy Council or of a local authority, or has, in relation to such animal, failed to comply with the provisions of this act, or of any such order, regulation, or licence in respect of the giving of notice of disease or in any other respect, and may, if they think fit, withhold compensation in respect of a foreign animal slaughtered on account of its being affected with cattle plague, or with disease suspected to be cattle plague, if it appears to them that the animal was so affected at the time of the landing thereof.

72. *Amount of insurance to be recovered.*—Where an animal has been slaughtered in pursuance of this act, the owner thereof shall not be entitled to recover in respect of the insurance thereof any sum which, together with the payment which he receives for the same under this act, would exceed the sum which he would have been entitled to receive in respect of the insurance.

73. *Reservation for experimental treatment.*—The Privy Council may, notwithstanding anything in this act, reserve for experimental treatment any animal ordered to be slaughtered under this act, but compensation shall be payable in respect thereof as if this section had not been enacted.

74. *Record respecting slaughter.*—Every local authority shall keep, in such manner and form as the Privy Council from time to time by order direct or approve, a record relative to proceedings under this part of this act, stating the date of any order for slaughter, and the execution of the order, or the reservation of the animal for experimental treatment (as the case may be), and other proper particulars; and such record shall be evidence if any question arises concerning an order for the slaughter of any animal, or concerning compensation in respect thereof.

PART VI.

Orders of Council and Local Authorities.

75. *Power for Privy Council to make orders.*—The Privy Council may from time to time make such orders as they think expedient for all or any of the following purposes:

For insuring for animals brought by sea to ports in Great Britain a proper supply of food and water during the passage and on landing:

For protecting such animals from unnecessary suffering during the passage and on landing:

For protecting animals from unnecessary suffering during inland transit:

For prohibiting or regulating the movement of animals, and the removal of dead animals or parts thereof, and of hay, straw, litter, dung, and other things likely to spread contagious or infectious diseases among animals:

For requiring the cleansing and disinfecting of yards, sheds, stables, fields, and other premises:

For regulating the disposal of animals dying while affected with a contagious or infectious disease:

For requiring notice of the appearance of any such disease among animals:

For prohibiting or regulating the holding of markets, fairs, exhibitions, or sales of animals:

And generally any orders whatsoever which they think it expedient to make for the better execution of this act, or for the purpose of in any manner preventing the introduction or spreading of contagious or infectious disease among animals in Great Britain (whether any such orders are of the same kind as the kinds enumerated in this section or not), and may in any such order direct or authorise the slaughtering of animals that are affected with any contagious or infectious disease or that have been in contact with animals so affected; and may in any such order direct or authorise the local authority to pay compensation for

any animals so slaughtered; and may in any such order impose penalties for offences against the same, not exceeding the sum of twenty pounds for any such offence, and so that in every such order provision be made that a penalty less than the maximum may be ordered to be paid; and this section shall extend to horses and all ruminating animals not within the definition of animals in this act.

Every such order shall have the like force and effect as if it had been enacted by this act.

76. *Privy Council Inspectors.*—A person for the time being appointed by the Privy Council an inspector for the purposes of this act shall have for and throughout Great Britain all such powers, authorities, and privileges as an inspector of a local authority has within or in relation to his district, and a direction of the Privy Council shall in the case of an inspector appointed by them be deemed equivalent to a direction of a local authority in the case of an inspector appointed by them.

77. *Provisions for towns, &c.*—The Privy Council may from time to time, by order, declare that such of the provisions of this act, and of any order of the Privy Council under it, as relate to the metropolis, or any of those provisions, shall also extend and apply to any town, city, parish, or place specified in the order, and the same shall extend to such town, city, parish, or place accordingly; and the Privy Council may at any time revoke or from time to time vary any such order.

78. *Regulation, &c. of landing of hay, &c.*—The Privy Council may from time to time, by order, make such regulations as they think expedient for prohibiting or regulating the landing of any hay, straw, fodder, or other article brought from any place out of the United Kingdom, whereby it appears to the Privy Council contagion or infection may be conveyed to animals, or for causing the same to be destroyed if landed.

If any person lands or attempts to land any hay, straw, fodder, or other article in contravention of any such order, the same shall be forfeited in like manner as goods the importation whereof is prohibited by the acts relating to the customs are liable to be forfeited, and the person so offending shall be liable to such penalties as are imposed on persons importing or attempting to import goods the importation whereof is prohibited by the acts relating to the customs, without prejudice to any proceeding against him under this act or any such order, but so that no person be punished twice for the same offence.

79. *Directions of Council and local authority.*—The Privy Council may require a local authority to carry into effect any order of the Privy Council under this act, and may authorise a local authority to make any regulations for the purpose of preventing the spreading of contagious or infectious diseases among animals, subject to such conditions as the Privy Council impose, and the local authority may by any such regulation impose such penalties as the Privy Council are by this act authorised to impose by order.

80. *Expenses of execution of orders.*—The expenses incurred by a local authority in executing any order of the Privy Council under this act shall be defrayed by the local authority out of such local rates or funds as such order directs, and subject to or in the absence of any such direction shall be deemed expenses incurred by the local authority in pursuance of this act.

81. *Publication of orders, &c.*—Every order of the Privy Council under this act shall be published in the *London Gazette*, save that where an order of the Privy Council affects only a particular port, town, or place, or part thereof, specified in the order, or declares a place to be an infected place, or to be free from cattle plague or from sheep-pox, or is in the nature of a licence under an order of Council, or of a revocation of such a licence, then the insertion in the *London Gazette* of a notice of the issuing thereof shall be for all purposes sufficient publication thereof.

Any order of the Privy Council under this act shall be published, by and at the expense of any local authority to whom the same is sent by the Privy Council for publication, in some newspaper circulating in the district of the local authority, or in such other manner as the Privy Council direct.

Any order or regulation made by a local authority shall be published by them at their own expense in such manner as the Privy Council direct, and, subject to or in the absence of, any such direction, in such manner as the local authority think sufficient and proper to ensure publicity.

82. *Instrument may be in print, &c.*—Any order, licence, regulation, or other instrument made under this act, or under any order of the Privy Council thereunder, may be in writing or print, or partly in writing and partly in print.

83. *Stamp duty and fees not to be paid.*—No stamp duty shall be payable on, and no fee or other charge shall be demanded or made for, any appointment, certificate, declaration, or licence under this act, or any order or regulation made thereunder.

84. *Evidence of orders.*—An order or regulation made or issued by a local authority under this act, or under any order of the Privy Council, may be proved as follows:—

By the production of a copy of a newspaper containing a copy of such order or regulation; or

By the production of a printed copy of such order or regulation, purporting to be certified to be a true copy by the clerk of the peace where the authority are justices in general or quarter sessions assembled, or by the town clerk or other officer performing the duties of a town clerk in the case of an authority having a town clerk or other officer as aforesaid, or by such other officer as the Privy Council prescribe;

And any such order or regulation shall, until the contrary is

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proved, be deemed to have been duly made and issued at the time at which it bears date.

85. *Recovery of penalties.*—Penalties and forfeitures shall be recoverable and applicable under an order of the Privy Council, or an order or regulation of a local authority, as penalties and forfeitures under this act are recoverable and applicable.

PART VII.

Lands.

86. *Acquisition of land by local authority.*—A local authority may purchase or take on lease or at a rent land for the purpose of burying therein animals dying or slaughtered on account of any contagious or infectious disease, or for the purpose of providing wharves, lairs, sheds, markets, houses, and places for the landing, reception, sale, and slaughter of foreign animals, or for any other purpose of this act, and may sell, exchange, or dispose of lands required by them under this act, but not required to be retained for the purposes thereof, carrying the money produced thereby to the credit of the local rate.

87. *Conveyances, &c., of land.*—Land purchased or taken on lease or at a rent under this act by a local authority, not being a body corporate, shall be assured or demised to the local authority and their successors, in trust for the purposes of this act, and shall be accepted, taken, and held by them as a body corporate.

88. *Purchase under provisional order.*—The regulations contained in section seventy-five of The Local Government Act 1858, shall be observed with respect to the purchase of land by a local authority for the purposes of this act, and shall apply and have effect as if the local authority were a local board acting under the Local Government Act, and the purposes of this act were purposes of that act, save that the advertisements and notices requisite under that section may be published and served in any two consecutive months instead of only in the months therein specified, and that the local rate be substituted for the rates therein mentioned; and the powers conferred by this section may be exercised by a local authority with respect to land either within or without their district.

PART VIII.

Expenses of Local Authorities.

89. *Expenses for compensation.*—The expenditure of a local authority in compensation for animals slaughtered under Part V. of this Act, or in respect of principal of or interest on money borrowed in pursuance of this act, shall be defrayed out of the local rate, or out of a separate rate to be levied in all respects as the local rate, and included under the term local rate.

Any person who is not the owner of the premises in respect of which he is rated under this section to the local rate may deduct from the growing rent due to the owner of such premises one half of the rate payable by him for the purposes of this section, and every owner shall allow such deduction accordingly.

The owner for the purposes of this section shall be the person for the time being entitled to receive the rackrent of the premises in respect of which the rate is made on his own account, or who would be entitled to receive the same if such premises were let at a rackrent, including under the term rackrent any rent which is not less than two thirds of the net annual value of the premises out of which the rent issues.

Every local authority shall have power, notwithstanding any limit in any Act of Parliament, to levy a local rate to the amount required for the purposes of this act, but every rate or increase of rate levied under this section shall in all precepts for the levy thereof be described as a separate rate or separate item of rate, and when collected from the individual ratepayers shall be collected as a separate rate or specified as a separate item of rate.

Every order of a board of guardians for contribution of moneys out of which any such expenditure as in this section mentioned is payable, shall state the amount in the pound of contribution required for such expenditure; and the overseers, on the receipt given to any ratepayer for poor rate, shall specify the amount (if any) collected in respect of such expenditure.

90. *General expenses.*—Expenses incurred by a local authority in pursuance of this act, other than their expenditure in compensation for animals slaughtered under Part V. of this act, or in respect of principal of or interest on money borrowed in pursuance of this act, shall be defrayed out of the local rate.

91. *Remission of rate in certain cases.*—Where before the twentieth day of February one thousand eight hundred and sixty-six any person suffered so great a loss of cattle by cattle plague as to entitle him, after the passing of this act, in the opinion of the local authority, to a remission in whole or in part of the amount due from him in respect of the local rate, such remission may be granted by the local authority.

92. *Application of balance unappropriated.*—Where at the passing of this act a local authority have in their hands an unappropriated balance of a local rate levied under any act repealed by this act, they may, if they think fit, apply any part of such balance in compensation for cattle slaughtered between the passing of "The Cattle Diseases Prevention Act, 1866," and the appointment of inspectors under that act, by direction of a person whom the owner of such cattle had reasonable ground to believe to be the authorised inspector for the execution of the act; or they may carry such balance or any part thereof to the credit of the ordinary account of the local rate, to be applied for any of the purposes for which the local rate when levied under any act other than an act repealed by this act is applicable.

93. *Variation of forms of precepts and orders.*—All precepts, orders for contribution, and forms of poor rate shall, wher

necessary, be varied in such manner as may be required for carrying into effect this act.

94. *Advance of moneys by treasurer of local authority.*—The treasurer of a local authority may, if directed by them, advance out of any moneys for the time being in his hands any sums required for payment of expenses incurred by them in pursuance of this act.

95. *Saving of statutes applicable to rates leviable for expenses.*—Where the local rate is a county rate or borough rate, or any other such rate as is mentioned in the second schedule to this act, all the provisions of the statutes applicable to the making, levying, and collecting of a county rate, borough rate, or such other rate shall apply, notwithstanding that the whole of such rate, or any part thereof, is applicable to the payment of the expenditure of a local authority in pursuance of this act in compensation for animals slaughtered, or in respect of principal or of interest on money borrowed in pursuance of this act.

96. *Error in statement not to vitiate precept, &c.*—An error in the statement of the amount of expenses in any precept, warrant, contribution, order, or receipt issued or given under this act shall not invalidate such precept, warrant, contribution, order, or receipt; but any person aggrieved by the error may appeal to the justices in petty sessions, and the justices may rectify the error, and award to the appellant compensation for any loss he may have sustained thereby, the amount of such compensation to be paid to the appellant, and to be deemed expenses of the local authority under this act.

97. *Recouping of charges on boroughs out of county rates.*—Notwithstanding anything in this act, the local authority of each borough situate within a county and assessed to the county rate thereof shall be recouped the proportionate amount contributed by the borough to the expenses incurred by the local authority of the county in pursuance of this act (including expenditure in compensation for animals slaughtered, or in respect of principal or of interest on money borrowed in pursuance of this act), so that the burden of those expenses shall be borne wholly by the county, and not as to any part thereof by any borough situate within the county.

Borrowing.

98. *Mortgage of rates in certain cases.*—Where the rate levied or required for the purposes of this act exceeds or would exceed sixpence in the pound, a local authority may, for the purposes of defraying any costs, charges, and expenses under this act, borrow at interest on the credit of the local rate any sums of money necessary for defraying such costs, charges, and expenses; and for the purpose of securing the repayment of any sums of money so borrowed, together with such interest as aforesaid, the local authority may mortgage the local rate for any period not exceeding seven years.

Where the rate levied or required for the purposes of this act, exceeds or would exceed ninepence in the pound, the commissioners of Her Majesty's Treasury may, on application from the local authority, extend the term to any term not exceeding fourteen years, and the local authority may mortgage the rate accordingly.

Provided that where the local authority borrow for any purpose of this act on any security other than the local rate (whether together with the local rate, if any, or separately therefrom) the limitations in this section contained respecting the amount of rate and the term of years shall not operate.

The provisions of the Commissioners' Clauses Act 1847, with respect to the mortgages to be executed by the commissioners, shall be incorporated with this section, the local authority being deemed to be the commissioners, and any mortgagee or assignee may enforce payment of his principal and interest by appointment of a receiver.

The Public Works Loan Commissioners may, with the approval of the Commissioners of Her Majesty's Treasury, advance to a local authority, on the security of the local rate, without any further security, any sums of money to be applied for the purposes of this act, and to be repaid, with interest, within any period as aforesaid.

99. *Further power where expenses exceed one shilling in pound.*—Where the estimated amount of the sum required to be levied for payment of the expenditure of a local authority in pursuance of this act (including expenditure incurred in the payment of money borrowed or of interest thereon) exceeds the sum that would be raised by the levying of a rate of one shilling in the pound on the rateable value of the property assessed to the local rate, the local authority may borrow from the Public Works Loan Commissioners, and the Public Works Loan Commissioners may, out of the balance for the time being unapplied of any money by any act already passed authorised to be issued for the purposes of loans under any act repealed by this act, or out of any other money for the time being authorised to be issued for the purpose of loans under this section, lend to them such sums as may be required, subject to the following conditions:

1. Every such loan shall be made with the sanction of the Commissioners of Her Majesty's Treasury;
2. Interest shall be at the rate of three and a quarter per centum per annum;
3. Repayment of the loan shall be made by such number of equal annual instalments, not exceeding thirty, as the Commissioners of Her Majesty's Treasury direct;
4. The Commissioners of Her Majesty's Treasury may, if they think fit, authorise the postponement, for a period not exceeding two years, of any payment of principal or interest becoming due within the first three years:

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5. Repayment of the loan and interest shall be secured by a mortgage of the local rate, and it shall not be incumbent on the Public Works Loan Commissioners to require any other security;

6. The local authority shall have power to levy and shall levy rates requisite for the purpose of repaying the loan with interest;

7. The sanction of the Commissioners of Her Majesty's Treasury to the loan shall be conclusive evidence that it is authorised by this act; and no objection shall be made by any ratepayer to the validity of any mortgage for the loan, or to the application of the proceeds of the local rate to the payment of the principal or interest of the loan;

8. The Commissioners of Her Majesty's Treasury may, by agreement with the local authority borrowing, commute into an equivalent annuity terminable at the time fixed for the liquidation of the annual instalments aforesaid, the payments secured by the mortgage or any portion of such payments.

100. *Provision for existing loans.*—Where a local authority have borrowed money on the security of a mortgage of the local rate, under any act repealed by this act, then (except as otherwise provided in this act with respect to the county of Chester), notwithstanding any repeal in this act, or any alteration made by this act in the definition of a local authority or local rate, or any other thing in this act contained, the local rate mortgaged shall continue to be the security for the money borrowed, as if this act had not been passed; and in relation to the money so borrowed, the local authority which borrowed such money, and the local rate on which the same is charged, shall continue to be the local authority and the local rate under the acts repealed by this act, as if this act had not been passed; and all provisions of Part II. of "The Cattle Diseases Prevention Act 1866," relative to expenses, and all the provisions of "The Cattle Diseases Prevention Amendment Act 1866," and all other provisions of any act repealed by this act relative to expenses of local authorities, rating, remission of rates, and borrowing, and matters connected therewith respectively, shall, in relation to the money so borrowed, and to the rate charged therewith, continue to operate as if this act had not been passed.

101. *Provisions for Cheshire as to repayment of existing loan, &c.*—With respect to the county of Chester the following provisions shall have effect:

- (1.) As far as regards the expenditure of the local authority of the county of Chester in respect of principal or of interest on money borrowed in pursuance of any act repealed by this act, and any matter consequent on or relative to that expenditure (including the remission of rates), the foregoing provisions of this part of this act shall not apply to that county;
- (2.) That expenditure shall be defrayed out of the county rate for the county of Chester, or out of any money applicable under any Act of Parliament or otherwise for the public charges or uses of that county, or partly out of one and partly out of the other; such county rate to be assessed, levied, and collected in the manner prescribed by law for the assessment, levying, and collection of county rates, independently of this act or of any act repealed by this act;
- (3.) In lieu of any provision authorising deduction by tenant from landlord of half of the local rate, any person who is not the owner of the premises in the county of Chester in respect of which he is rated to the poor-rate may, in each year until the first day of November one thousand eight hundred and ninety-six, in which he duly pays his poor-rate, deduct from the growing rent due to the owner of such premises a sum equal to one penny in the pound on the annual rateable value of such premises, and every owner shall allow such deduction accordingly; and the owner, for the purposes of this section, shall be the person defined as such in this part of this act;
- (4.) The local authority for the county of Chester shall entertain and decide on applications from ratepayers to whom, if this section had not been inserted in this act, remission in respect of the local rate might have been granted, and may on such applications grant to the applicants, or any of them, such sum or sums of money (if any) out of the county rate as the local authority think reasonable, regard being had to the extent of loss in the cases of the several applicants;
- (5.) The local authority of each borough situate within the county of Chester, and assessed to the county rate thereof, shall, by means of repayment out of the county rate, or by means of differential rates, or partly in the one way and partly in the other, be recouped the proportionate amount contributed by the borough to any money granted as aforesaid, so that the burden of the expenditure incurred by the local authority of the county in respect of such grants shall be borne wholly by the county, and not as to any part thereof by any borough situate within the county;

but nothing in this section shall prejudicially affect the mortgage security of the Public Works Loan Commissioners for money advanced to the local authority of the county of Chester under any act repealed by this act; and the local authority of that county shall from time to time levy such rates as are under this section applicable, and as are for the time being requisite (either

wholly or in conjunction with such other money as in this section mentioned), for the purpose of repaying with interest the money advanced on such mortgage security according to the terms thereof.

102. *Validity of rates under Act.*—The existence of any order or precept for the making or collection under any act repealed by this act of any rate remaining uncollected wholly or in part at the passing of this act shall not affect the validity of any rate made after the passing of this act.

PART IX.

Offences and Legal Proceedings.

103. *Penalty for disobedience to Act or order.*—If any person acts in contravention of or is guilty of any offence against this act, or any order or regulation made by the Privy Council or a local authority in pursuance of this act, he shall for every such offence (except as otherwise provided in this act, and except where a less penalty is provided in any such order or regulation), be liable to a penalty not exceeding twenty pounds.

Where any such offence is committed with respect to more than four animals a penalty not exceeding five pounds for each animal may be imposed instead of the penalty of twenty pounds.

Where any such offence is committed in relation to offal, dung, hay, straw, litter, or other thing, a further penalty not exceeding ten pounds may be imposed in respect of every half ton in weight of such offal or other thing after the first half ton.

104. *Penalties on use of expired licences, &c.*—If any person does any of the following things he shall be deemed guilty of an offence against this act:

- (1) If he does anything for which a licence is requisite under this act, or any order of the Privy Council thereunder, without having obtained a licence:
- (2) If where such a licence is requisite, having obtained a licence in that behalf, he does the thing licensed after the licence has expired:
- (3) If he uses or offers or attempts to use as such a licence an instrument not being a complete licence, or an instrument untruly purporting or appearing to be a licence, unless he shows to the satisfaction of the justices before whom he is charged that he did not know of such incompleteness or untruth, and that he could not with reasonable diligence have obtained such knowledge:
- (4) If, with intent to evade any provision of this act or of any order of the Privy Council thereunder, he fabricates or alters, or offers or utters, knowing the same to be fabricated or altered, any licence, declaration, certificate, or instrument made or issued or purporting to be made or issued under or for any purpose of this act or any such order:
- (5) If, for the purpose of obtaining any licence, certificate, or instrument under or for the purposes of any such provision, he makes a declaration false in any material particular, unless he shows to the satisfaction of the justices before whom he is charged that he did not know of such falsity, and that he could not with reasonable diligence have obtained such knowledge:
- (6) If he obtains or endeavours to obtain any such licence, certificate, or instrument by means of any false pretence, unless he shows to the satisfaction of the justices before whom he is charged that he did not know of such falsity, and that he could not with reasonable diligence have obtained such knowledge:
- (7) If he grants or issues any such licence, certificate, or instrument, being false in any material particular, unless he shows to the satisfaction of the justices before whom he is charged that he did know of such falsity, and that he could not with reasonable diligence have obtained such knowledge:

And in any such case he shall be liable, on conviction, in the discretion of the justices, to be imprisoned for any term not exceeding three months, with or without hard labour, in lieu of the pecuniary penalty to which he is liable under this act.

105. *Punishment for obstructing inspectors, &c.*—If any person obstructs or impedes an inspector or other officer acting in execution of this act or of any order of the Privy Council thereunder, he, and every person aiding and assisting him therein, shall be guilty of an offence against this act, and the inspector or other officer, or any person whom he calls to his assistance, may seize the offender and detain him until he can be conveniently taken before a justice, to be dealt with according to law.

106. *Application of penalties.*—Notwithstanding anything in any act relating to the metropolitan police, or to municipal corporations, or in any other act, one half of every penalty or forfeiture recovered under this act shall be paid to the person who sues or proceeds for the same, and the other half shall be applied as if this section had not been enacted.

107. *Appearance of companies, &c.*—In proceedings before justices under this act, any railway company or other body corporate may appear by any member of their board of directors or council, or by any officer authorised in writing under the hand of any director or member of the council of the company or body.

108. *Appeal.*—If any party feels aggrieved by the dismissal of his complaint by justices, or by any determination or adjudication of justices with respect to any penalty or forfeiture under this act, he may appeal therefrom, subject to the conditions and regulations following:

1. The appeal shall be made to some court of general or quarter sessions for the county or place in which the

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cause of appeal has arisen, holden not less than fifteen days and not more than four months after the decision of the justices:

2. The appellant shall within three days after the cause of appeal has arisen, give notice to the clerk of the petty sessional division for which the justices act whose decision is appealed from of his intention to appeal, and of the grounds thereof:
3. The appellant shall immediately after such notice enter into a recognizance, before a justice of the peace, with two sufficient sureties, conditioned personally to try such appeal, and to abide the judgment of the court thereon, and to pay such costs as may be awarded by the court:
4. The court may adjourn the appeal, and may make such order thereon as they think just:

But nothing in this section respecting appeals shall affect any enactment relative to appeals in cases of summary convictions or adjudications in the city of London or the metropolitan police district.

109. *Jurisdiction for trial of offences, &c.*—For the purposes of proceedings under this Act, or any order of the Privy Council or order or regulation of a local authority thereunder, every offence against this act or any such order or regulation shall be deemed to have been committed, and every cause of complaint under this act or any such order or regulation shall be deemed to have arisen, either in the place in which the same actually was committed or arose, or in any place in which the person charged or complained against happens to be.

Protection of Persons in execution of Act.

110. *Actions against persons executing act not to be brought without notice, &c.*—An action or proceeding shall not lie against any person acting or intending to act under the authority or in the execution or in pursuance of this act for any alleged irregularity or trespass or other act or thing done or omitted by him under this act, unless notice in writing (specifying the cause of the action or proceeding, and the name and residence of the intending plaintiff or prosecutor, and of his attorney or agent in the matter), is given by the intending plaintiff or prosecutor to the intended defendant one month at least before the commencement of the action or proceeding, nor unless the action or proceeding is commenced within four months next after the act or thing complained of is done or omitted, or, in case of a continuation of damage, within four months next after the doing of such damage has ceased; and any such action shall be laid and tried in the county or place where the cause of action arose, and not elsewhere.

111. *Plea in action.*—In any such action the defendant may plead generally that the act or thing complained of was done or omitted by him when acting or intending to act under the authority or in the execution or in pursuance of this act, and may give all special matter in evidence.

112. *Evidence in action.*—On the trial of any such action the plaintiff shall not be permitted to go into evidence of any cause of action not stated in his notice.

113. *Tender of amends, &c.*—The plaintiff in any such action shall not succeed if tender of sufficient amends is made by the defendant before the commencement of the action; and in case no tender has been made the defendant may, by leave of the court in which the action is brought, at any time pay into the court such sum of money as he thinks fit, whereupon such proceeding and order shall be had and made in and by the court as may be had and made on the payment of money into court in an ordinary action.

114. *Costs of defendant.*—If in any such action the plaintiff does not succeed in obtaining judgment, the defendant shall receive such full and reasonable indemnity as to all costs, charges, and expenses incurred in and about the action as may be taxed and allowed by the proper officer, subject to review; and though a verdict is given for the plaintiff in the action, he shall not have costs against the defendant unless the judge before whom the trial is had certifies his approval of the action and verdict.

115. *Costs, &c., of defence to actions, &c., under direction of local authority.*—Where any such action or proceeding is defended under the direction or with the approval of the local authority, the costs charges, and expenses incurred in and about the same by or on behalf of the defendant and payable by him, and any damage or other money recovered against or payable by him in or in consequence of such action or proceeding, shall be deemed expenses incurred by the local authority in pursuance of this act, and shall be defrayed accordingly.

PART X.

Scotland.

116. *Application of Part X to Scotland.*—The provisions of this part of this act shall extend to Scotland only, and shall have effect in substitution for the provisions of the preceding parts of this act, when so expressed or implied, and otherwise shall have effect in addition to the provisions thereof.

117. *Local authority, &c.*—For the purposes of this act the respective districts, authorities, rate, and officers described in that behalf in the ninth schedule to this act shall be the district, the local authority, the local rate, and the clerk of the local authority.

118. *Appointment of local authority in counties.*—The commissioners of supply in every county shall meet, and nominate not fewer than four or more than fifteen of their number to act on the county board for the purposes of this act, and shall

intimate to the lord lieutenant of the county and the convener of the county the number and names of the persons so appointed.

The clerk of supply in each county shall call a meeting of the occupiers of agricultural subjects in such county, valued in the valuation roll in force for the time at one hundred pounds and upwards, and of occupiers of such subjects of which they are owners valued in the valuation roll at fifty pounds and under one hundred pounds; and such meeting shall be called by advertisement in one or more newspapers circulating in the county for the same day as, or for a day not later than, eight days after, the meeting of the commissioners of supply; and such advertisement shall specify the time and place of such meeting, and the clerk of supply shall be clerk to such meeting; and the meeting shall nominate from among such occupiers and owners and occupiers a number of persons equal to those nominated by the commissioners of supply, and the meeting shall also name a convener, who shall intimate the names of the persons so nominated to the convener of the county, and shall have power to call similar meetings by such advertisement, when occasion shall require; and in the event of such election not being intimated to the convener of the county within fifteen days from the date of such meeting, it shall be lawful to the lord lieutenant to nominate from among such occupiers, or owners and occupiers, such number of persons, and intimate the same to the convener of the county.

Any such nomination and intimation made for the purposes of any act repealed by this act shall continue to have effect for the purposes of this act.

Vacancies from time to time happening by death, resignation, or otherwise among the members of the local authority shall be filled up by the authority, and in the manner by and in which the members vacating office were respectively nominated.

The persons nominated as in this section provided, and the lord lieutenant of the county, the convener of the county, and the sheriff of the county (or in his absence such one of his substitutes within the county as he directs by writing under his hand), for the time being, shall constitute the local authority; five shall be a quorum of the local authority.

As far as not otherwise provided by this act, such local authority shall have all the powers conferred on the local authority by this act, and shall have power to elect a chairman, specify a quorum, and make all regulations necessary for carrying the purposes of this act into effect.

The chairman of the local authority, and in default of him the convener of the county, and in default of him any three members of the local authority, may at any time call a meeting of the local authority, to be held at such time and place as he or they may fix, and the local authority may adjourn as they from time to time think fit.

119. *Purchase under provisional order.*—Part VII. of this act shall have effect as if section ninety of "The Public Health (Scotland) Act, 1867," were thereby applied, instead of section seventy-five of "The Local Government Act, 1858," and in the said section ninety the local authority and local rate under this act shall be substituted for the local authority and the assessment therein mentioned.

120. *Mode of levying and recovering assessments.*—The local authority in a county shall from time to time give notice to the commissioners of supply of the sums necessary to be provided under the provisions of this act by means of the local rate; and the amount so intimated shall be assessed and collected by the commissioners of supply according to the real rent of lands and heritages as appearing on the valuation roll in force for the year, who shall pay over the same to the local authority.

The local authority in a burgh shall in like manner assess and collect the amount required to be raised by local rate within such burgh.

All such assessments shall be payable one half by the proprietor and one half by the tenant, but may be collected wholly from the tenant, who shall in that case be entitled to deduct one half thereof from the rent payable by him to the proprietor; or wholly from the proprietor, who shall in that case be entitled to relief against the tenant for one half of the assessment; and for the purposes of the provisions of this act relative to any balance of funds remaining over from any assessment, the words "local rate" shall in Scotland mean the poor rate.

All the provisions in regard to the recovery of assessments in the act of the session of the twentieth and twenty-first years of Her Majesty (chapter seventy-two), "to render more effectual the Police in Counties and Burghs in Scotland," are hereby incorporated in this act as far as the same are not inconsistent with the provisions of this act.

121. *Certificate of copy for evidence.*—In the case of a county, a printed copy of an order or regulation of the local authority, purporting to be certified to be a true copy by the clerk of supply, shall be received in proof.

122. *Jurisdiction under 27 & 28 Vict. c. 53.*—The terms "justice" and "justices" shall include any magistrate having jurisdiction under "The Summary Procedure Act, 1864."

123. *Local authority may apply to procurator fiscal.*—In the event of any person refusing or delaying to comply with the order of a local authority, the local authority may give information thereof to the procurator fiscal of the county or burgh who may apply to the sheriff for a warrant to carry such order into effect, and such warrant may be executed by the officers of the court in the usual way.

124. *Sheriff to have concurrent jurisdiction.*—All judicial powers given to justices and quarter sessions, or to magistrates in

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boroughs, by this act, may also be exercised by the sheriff of the county or the sheriff substitute.

125. *Notice of appeal.*—Notice of appeal and of the grounds thereof shall be given to the clerk of the peace of the county.

126. *Burgh of Maxwelltown.*—For the purposes of this act the burgh of Maxwelltown shall be held to be a part of the stewartry of Kirkcudbright, and not of the parliamentary burgh of Dumfries.

THE FIRST SCHEDULE.

Acts repealed.

38 Geo. c. 65.—An Act for preventing the depasturing of Forests, Commons, and open Fields with Sheep or Lambs infected with the Scab or Mange in that Part of Great Britain called England.

11 & 12 Vict. c. 105.—An Act to prohibit the Importation of Sheep, Cattle, or other Animals, for the Purpose of Preventing the Introduction of contagious or infectious Disorders.

11 & 12 Vict. c. 107.—An Act to prevent, until the First Day of September, One thousand eight hundred and fifty, and to the End of the then Session of Parliament, the spreading of contagious or infectious Disorders among Sheep, Cattle, and other Animals.

16 & 17 Vict. c. 62.—An Act to extend and continue an Act of the Twelfth Year of Her present Majesty, to prevent the spreading of contagious or infectious Disorders among Sheep, Cattle, and other Animals.

29 & 30 Vict. c. 2.—"The Cattle Diseases Prevention Act, 1866."

29 & 30 Vict. c. 15.—An Act to amend the Act of the Eleventh and Twelfth Years of Her present Majesty, Chapter One hundred and seven, to prevent the spreading of contagious or infectious Disorders among Sheep, Cattle, and other Animals.

29 & 30 Vict. c. 110.—"The Cattle Disease Prevention Amendment Act, 1866."

30 & 31 Vict. c. 125.—"The Contagious Diseases (Animals) Act, 1867."

THE SECOND SCHEDULE.

Local Authorities, &c. in England.

District of local authority.	Description of local authority of district set opposite name.	Local rate.	Clerk of local authority.
Counties except the metropolis.	The justices in general or quarter sessions assembled.	The county rate, or rate in the nature of a county rate.	Clerk of the peace.
The metropolis (subject to the provisions of this act respecting the City of London and the liberties thereof).	The Metropolitan Board of Works.	Rate or fund applicable to the payment of the general expenses of the board.	The clerk of the Metropolitan Board of Works.
Boroughs ...	The mayor, aldermen, and burgesses acting by the council. Where the borough is not subject to the act of the session of the fifth and sixth years of the reign of King William the Fourth, chapter seventy-six, the commissioners or other body maintaining the police therein.	The borough fund or borough rate. The rate applicable by the commissioners or other body to the maintenance of the police.	Town clerk. Clerk of the commissioners or other body.
District of local board of Oxford.	The local board ...	Rate leviable by the local board.	Clerk of the local board.

THE THIRD SCHEDULE.

Regulations respecting Committees and Sub-Committees.

1. A committee formed by a local authority may consist wholly of members of the local authority, or partly thereof, and partly of such other persons being rated occupiers in the district and qualified in such other manner as the local authority determine.

2. A committee of a local authority and a sub-committee of an executive committee may elect a chairman of their meeting.

3. If no chairman is elected, or if the chairman elected is not present at the time appointed for the holding of a meeting, the members then present shall choose one of their number to be chairman of the meeting.

4. A committee or sub-committee may meet and adjourn as they think proper.

5. Every question at a meeting of a committee or sub-committee shall be determined by a majority of votes of the members present and voting on the question, and in case of an equal division of votes the chairman shall have a second or casting vote.

THE FOURTH SCHEDULE.

Regulations that may be applied to landing, movement, and disposal of Foreign Animals.

1. These regulations are to have effect with respect to those

foreign animals to which they are from time to time applied by order of the Privy Council.

2. Those foreign animals are to be landed only at parts of ports defined by special orders of the Privy Council for the several ports as places where foreign animals may be landed.

3. They are to be landed in such manner, within such times, and subject to such supervision and control as the Commissioners of customs from time to time direct.

4. The owner, consignee, or other person landing them is either before landing them or within twelve hours after landing them, at his own expense, to mark them as follows:—In case of cattle, by clipping the hair off the end of the tail, and in such further manner (if any) as the Privy Council from time to time prescribe, and in case of other animals in such manner as the Privy Council from time to time prescribe.

5. They are not to be moved from the place of landing or lairs adjacent thereto, approved by the Privy Council, except as follows:

(a.) After the expiration of twelve hours from the time of landing or such other period as the Privy Council from time to time prescribe.

(b.) On a certificate from the veterinary inspector appointed in this behalf by the Commissioners of Customs certifying that they are free from contagious or infectious disease.

6. They are not to be moved alive out of the part of the port of landing from time to time defined in that behalf by the Privy Council.

7. Notwithstanding anything in these regulations, where a vessel comes into port having on board foreign animals maimed or injured on the voyage, the owner, consignee, or other person in charge thereof, or the master of the vessel, shall, if directed by the veterinary inspector aforesaid, or may, if he thinks fit, slaughter those animals or any of them immediately on their being landed; but the carcase, hide, skin, hair, wool, horn, hoof, or offal of any such animal or any part thereof is not to be moved from the place of landing, or some lair or slaughter-house adjacent thereto approved by the Privy Council, without a certificate from the veterinary inspector aforesaid certifying that it is not likely to introduce or spread contagious or infectious disease.

THE FIFTH SCHEDULE.

Maximum Tolls, Dues, and Payments in Metropolitan Market after opening of Foreign Cattle Market.

Sheep, per head	...	...	Five farthings.
Beasts, per head	...	...	Sixpence.
Calves, per head	...	...	Threepence.
Pigs, per head	...	...	Five farthings.

THE SIXTH SCHEDULE.

Rules with respect to infected Places.

PART I.

Cattle Plague.

1. The rules of this part of this schedule are to have effect with respect to infected places as regards cattle plague.

2. No animal is to be moved alive out of an infected place.

3. Any hide, skin, hair, wool, horn, hoof, or offal of any animal, or any part thereof, is not to be moved out of an infected place without a licence signed by an officer of the local authority appointed to issue licences in that behalf, certifying either that the thing moved has not formed part of an animal affected with cattle plague, or of an animal that has been in the same shed or stable, or in the same herd or flock, or in contact with an animal so affected, or that the thing moved has been disinfected.

4. The carcase of an animal, or a single portion of raw meat weighing more than twenty pounds, is not to be moved out of an infected place without a licence signed by an officer of the local authority appointed in that behalf, certifying that the carcase or meat moved is not the carcase or part of the carcase of an animal affected with cattle plague.

5. Any dung of animals, and any hay, straw, litter, or other thing commonly used for food of animals or otherwise for or about animals, is not to be moved out of an infected place without a licence signed by an officer of the local authority appointed in that behalf, certifying that the thing moved has not been in contact with or been used for or about any animal affected with cattle plague, or that it has been disinfected.

PART II.

Sheep-pox.

1. The rules of this part of this schedule are to have effect with respect to infected places as regards sheep-pox.

2. No sheep is to be moved alive out of an infected place.

3. Any skin, wool, horn, or hoof of any sheep, or any part thereof, is not to be moved out of an infected place without a licence signed by an officer appointed by the local authority to issue licences in that behalf certifying that the thing moved did not belong to any sheep forming part of a flock affected with sheep-pox, or to any sheep that has been on a farm or place in which that disease existed.

4. Sheds and places used by sheep affected with sheep-pox are forthwith after being so used to be cleansed and disinfected.

THE SEVENTH SCHEDULE.

Pleuro-pneumonia Rules.

1. These rules are to have effect with respect to any field, stable, cowshed, or other premises infected by pleuro-pneumonia.

2. Cattle affected with pleuro-pneumonia are not to be moved from such, field, stable, cowshed, or other premises, or from any

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land or building contiguous thereto in the same occupation, except for immediate slaughter, and according to regulations to be from time to time made by the local authority for insuring such slaughter.

3. Other cattle are not to be moved from such field, stable, cowshed, or other premises, or from any land or building contiguous thereto in the same occupation, except for immediate slaughter, without a licence signed by an officer of the local authority appointed to issue licences in that behalf certifying that the cattle moved are not affected with pleuro-pneumonia, and have not been in the same shed or herd, or in contact with cattle so affected.

4. Sheds and places used by cattle affected with pleuro-pneumonia are forthwith after being so used to be cleansed and disinfected to the satisfaction of the local authority.

THE EIGHTH SCHEDULE.

FORMS FOR USE BY INSPECTOR.

(1.) *Declaration of Disease.*

The Contagious Diseases (Animals) Act, 1869.

I, A. B. of , the inspector appointed by , being the local authority for the [county] of , hereby declare that I have this day found cattle plague [or pleuro-pneumonia or sheep-pox] to exist in the following field, stable, cowshed, or other premises (that is to say,) [here describe the place where the disease is found].

Dated this day of 18 . (Signed) A. B.

(2.) *Notice of Declaration to Occupiers.*

The Contagious Diseases (Animals) Act, 1869.

To C. D. of
I, A. B. of , the inspector appointed by , being the local authority for the [county] of , hereby give you notice, as the occupier of the following field, stable, cowshed, or other premises, (that is to say,) [here describe the place where the disease is found], that I have made a declaration, a copy whereof is indorsed on this notice [copy of declaration as filled up and signed to be indorsed], and that in consequence thereof* the field, stable, cowshed, or other premises aforesaid, with all lands and buildings contiguous thereto in your occupation, have become and are an infected place, and that the same will continue to be an infected place* until the determination and declaration relative thereto of the local authority, as provided for in section of the above-mentioned act [or in case of pleuro-pneumonia omit the part between the asterisks, and insert the pleuro-pneumonia rules of the above-mentioned act will have effect in relation to the field, stable, cowshed, or other premises aforesaid].

Dated this day of 18 . (Signed) A. B.

(3.) *Notice of Declaration to adjoining Occupiers.*

The Contagious Diseases (Animals) Act, 1869.

To E. F. of
I, A. B. of , the inspector appointed by , being the local authority for the [county] of , hereby give you notice that I have made a declaration, a copy whereof is indorsed on this notice [copy of declaration as filled up and signed to be indorsed], and that in consequence thereof the field, stable, cowshed, or other premises therein described, with all lands and buildings contiguous thereto in the same occupation, have become and are an infected place, and the same will continue to be an infected place until the determination and declaration relative thereto of the local authority, as provided for in section of the above-mentioned act. And I hereby require you, as an occupier of lands and buildings adjoining to such infected place, part [or the whole] whereof lies within one mile of the boundaries of the infected place, to take notice that in consequence of the declaration aforesaid the rules of the said act with respect to infected places will, until such determination and declaration of the local authority as aforesaid, apply and have effect to and in respect of the lands and buildings of which you are occupier as if the same were actually within the limits of the infected place.

Dated this day of 18 . (Signed) A. B.

THE NINTH SCHEDULE.

Local Authorities, &c., in Scotland.

District of local authority.	Description of local authority of district set opposite name.	Local rate.	Clerk of local authority.
Counties, including any town or place which does not return or contribute to return a member to Parliament.	The persons appointed as provided in Part X. of this act.	Rate appointed to be levied in Part X. of this act.	Clerk of supply.
Burghs which return or contribute to return a member to Parliament.	The magistrates and town council.		Town clerk.

THE BANKRUPTCY ACT.

31 & 32 VICT. CAP. 71.

An Act to consolidate and amend the Law of Bankruptcy.—
[29th August, 1869.]

Whereas it is expedient to consolidate and amend the law relating to bankruptcy:

Be it enacted by the Queen's most excellent Majesty, by and with the advice and consent of the Lords spiritual and temporal, and Commons, in this present Parliament assembled, and by the authority of the same, as follows:

Preliminary.

1. *Short title.*—This act may be cited as "The Bankruptcy Act, 1869."

2. *Application of Act.*—This act shall not, except in so far as is expressly provided, apply to Scotland or Ireland.

3. *Commencement of Act.*—This act shall not come into operation until the first day of January one thousand eight hundred and seventy, which date is hereinafter referred to as the commencement of this act.

4. *Interpretation of certain terms in the Act:* "Court;" "Registrar;" "Prescribed;" "Property;" "Debt;" "Person;" "Trader."—In this act, if not inconsistent with the context, the following terms have the meanings hereinafter respectively assigned to them; that is to say,

"The Court" shall mean the court having jurisdiction in bankruptcy as by this act provided:

"The registrar" shall mean the registrar of "the court" as above defined;

"Prescribed" shall mean prescribed by rules of court to be made as in this act provided:

"Property" shall mean and include money, goods, things in action, land, and every description of property, whether real or personal; also, obligations, easements, and every description of estate, interest and profit, present or future, vested or contingent, arising out of or incident to property as above defined:

"Debt provable in bankruptcy" shall include any debt or liability by this act made provable in bankruptcy:

"Person" shall include a body corporate:

"Trader" shall, for the purposes of this act, mean the several persons in that behalf mentioned in the first schedule to this act annexed.

5. *Exclusion of companies and large partnerships.*—A partnership, association, or company corporate, or registered under "The Companies Act, 1862," shall not be adjudged bankrupt under this act.

PART I.

ADJUDICATION AND VESTING OF PROPERTY.

Adjudication.

6. *Petition for adjudication in bankruptcy.*—A single creditor, or two or more creditors if the debt due to such single creditor, or the aggregate amount of debts due to such several creditors, from any debtor, amount to a sum of not less than fifty pounds, may present a petition to the court, praying that the debtor be adjudged a bankrupt, and alleging as the ground for such adjudication any one or more of the following acts or defaults, hereinafter deemed to be and included under the expression "acts of bankruptcy:"

(1.) That the debtor has, in England or elsewhere, made a conveyance or assignment of his property to a trustee or trustees for the benefit of his creditors generally;

(2.) That the debtor has, in England or elsewhere, made a fraudulent conveyance, gift, delivery, or transfer of his property or of any part thereof;

(3.) That the debtor has, with intent to defeat or delay his creditors, done any of the following things, namely, departed out of England, or being out of England remained out of England; or being a trader departed from his dwelling-house, or otherwise absented himself; or begun to keep house; or suffered himself to be outlawed;

(4.) That the debtor has filed in the prescribed manner in the court a declaration admitting his inability to pay his debts;

(5.) That execution issued against the debtor on any legal process for the purpose of obtaining payment of not less than fifty pounds has in the case of a trader been levied by seizure and sale of his goods;

(6.) That the creditor presenting the petition has served in the prescribed manner on the debtor a debtor's summons requiring the debtor to pay a sum due, of an amount of not less than fifty pounds, and the debtor being a trader has for the space of seven days, or not being a trader has for the space of three weeks, succeeding the service of such summons, neglected to pay such sum, or to secure or compound for the same.

But no person shall be adjudged a bankrupt on any of the above grounds unless the act of bankruptcy on which the adjudication is grounded has occurred within six months before the presentation of the petition for adjudication; moreover, the debt of the petitioning creditor must be a liquidated sum due at law or in equity, and must not be a secured debt, unless the petitioner state in his petition that he will be ready to give up such security for the benefit of the creditors in the event of the debtor being adjudicated a bankrupt, or unless the petitioner is

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willing to give an estimate of the value of his security, in which latter case he may be admitted as a petitioning creditor to the extent of the balance of the debt due to him after deducting the value so estimated, but he shall, on application being made by the trustee within the prescribed time after the date of adjudication, give up his security to such trustee for the benefit of the creditors upon payment of such estimated value.

7. *Proceedings in relation to a debtor's summons.*—A debtor's summons may be granted by the court on a creditor proving to its satisfaction that a debt sufficient to support a petition in bankruptcy is due to him from the person against whom the summons is sought, and that the creditor has failed to obtain payment of his debt, after using reasonable efforts to do so. The summons shall be in the prescribed form, resembling, as nearly as circumstances admit, a writ issued by one of Her Majesty's superior courts. It shall state that in the event of the debtor failing to pay the sum specified in the summons, or to compound for the same to the satisfaction of the creditor, a petition may be presented against him, praying that he may be adjudged a bankrupt. The summons shall have an endorsement thereon to the like effect, or such other prescribed endorsement as may be best calculated to indicate to the debtor the nature of the document served upon him, and the consequences of inattention to the requisitions therein made.

Any debtor served with a debtor's summons may apply to the court, in the prescribed manner and within the prescribed time, to dismiss such summons, on the ground that he is not indebted to the creditor serving such summons, or that he is not indebted to such amount as will justify such creditor in presenting a bankruptcy petition against him; and the court may dismiss the summons, with or without costs, if satisfied with the allegations made by the debtor, or it may, upon such security (if any) being given as the court may require for payment to the creditor of the debt alleged by him to be due, and the costs of establishing such debt, stay all proceedings on the summons for such time as will be required for the trial of the question relating to such debt: Provided that when the summons shall have issued from the London Court of Bankruptcy, such trial shall be had either before such court or before any other court of competent jurisdiction; and when the summons shall have issued from a county court, before such court in all cases in which it has now jurisdiction, and in all other cases before some competent tribunal.

8. *Proceedings on petition.*—A petition praying that a debtor may be adjudged a bankrupt, in this act referred to as a bankruptcy petition, shall be served in the prescribed manner. At the hearing the court shall require proof of the debt of the petitioning creditor, and of the trading, if necessary, and of the act of bankruptcy, or if more than one act of bankruptcy is alleged in the petition, of some one of the alleged acts of bankruptcy, and, if satisfied with such proof, shall adjudge the debtor to be bankrupt. The court may adjourn the petition, either conditionally or unconditionally, for the procurement of further evidence, or for any other just cause, or may dismiss the petition, with or without costs, as the court thinks just.

9. *Proceedings if debt of petitioning creditor is contested.*—Where the debtor appears on the petition, and denies that he is indebted to the petitioner, or that he is indebted to such amount as would justify the petitioner in presenting a bankruptcy petition against him, the court, upon such security (if any) being given as the court may require, for payment to the petitioner of any debt which may be established against him in due course of law, and of the costs of establishing such debt, may stay all proceedings on the petition for such time as may be required for trial of the question relating to such debt, and such trial shall be had in manner hereinafter provided with respect to disputed debts under debtors' summonses.

Where proceedings are stayed the court may, if by reason of the delay caused by such stay of proceedings or for any other cause it thinks just, adjudge the debtor a bankrupt on the petition of some other creditor, and shall thereupon dismiss, upon such terms as it thinks just, the petition proceedings in which have been stayed as aforesaid.

10. *Advertisement of order of adjudication.*—A copy of an order of the court adjudging the debtor to be bankrupt shall be published in the *London Gazette*, and be advertised locally in such manner (if any) as may be prescribed, and the date of such order shall be the date of the adjudication for the purposes of this Act, and the production of a copy of the *Gazette* containing such order as aforesaid shall be conclusive evidence in all legal proceedings of the debtor having been duly adjudged a bankrupt, and of the date of the adjudication.

11. *Definition of commencement of bankruptcy.*—The bankruptcy of a debtor shall be deemed to have relation back to and to commence at the time of the act of bankruptcy being completed on which the order is made adjudging him to be bankrupt; or if the bankrupt is proved to have committed more acts of bankruptcy than one, to have relation back to and to commence at the time of the first of the acts of bankruptcy that may be proved to have been committed by the bankrupt within twelve months next preceding the order of adjudication; but the bankruptcy shall not relate to any prior act of bankruptcy, unless it be that at the time of committing such prior act the bankrupt was indebted to some creditor or creditors in a sum or sums sufficient to support a petition in bankruptcy, and unless such debt or debts are still remaining due at the time of the adjudication.

12. *Creditors bound by bankruptcy proceedings.*—Where a debtor shall be adjudicated a bankrupt, no creditor to whom the bankrupt is indebted in respect of any debt provable in the

bankruptcy shall have any remedy against the property or person of the bankrupt in respect of such debt except in manner directed by this act. But this section shall not affect the power of any creditor holding a security upon the property of the bankrupt to realise or otherwise deal with such security in the same manner as he would have been entitled to realise or deal with the same if this section had not been passed.

13. *Power of court, after presentation of petition, to restrain suits, &c. and appoint receiver.*—The court may, at any time after the presentation of a bankruptcy petition against the debtor, restrain further proceedings in any action, suit, execution, or other legal process against the debtor in respect of any debt provable in bankruptcy, or it may allow such proceedings, whether in progress at the commencement of the bankruptcy or commenced during its continuance, to proceed upon such terms as the court may think just. The court may also, at any time after the presentation of such petition, appoint a receiver or manager of the property or business of the debtor against whom the petition is presented, or of any part thereof, and may direct immediate possession to be taken of such property or business, or any part thereof.

Appointment of Trustee.

14. *Meeting of creditors for appointment of persons to administer bankrupt's property.*—When an order has been made adjudging a debtor bankrupt, herein referred to as an order of adjudication the property of the bankrupt shall become divisible amongst his creditors in proportion to the debts proved by them in the bankruptcy; and for the purpose of effecting such division the court shall, as soon as may be, summon a general meeting of his creditors, and the creditors assembled at such meeting shall and may do as follows:

1. They shall, by resolution, appoint some fit person, whether a creditor or not, to fill the office of trustee of the property of the bankrupt, at such remuneration as they may from time to time determine, if any; or they may resolve to leave his appointment to the committee of inspection hereinafter mentioned:
2. They shall, when they appoint a trustee, by resolution declare what security is to be given, and to whom, by the person so appointed, before he enters on the office of trustee:
3. They shall, by resolution, appoint some other fit persons, not exceeding five in number, and being creditors qualified to vote at such first meeting of creditors as is in this act mentioned, or authorised in the prescribed form by creditors so qualified to vote, to form a committee of inspection for the purpose of superintending the administration by the trustee of the bankrupt's property:
4. They may, by resolution, give directions as to the manner in which the property is to be administered by the trustee, and it shall be the duty of the trustee to conform to such directions unless the court for some just cause otherwise orders.

15. *Descriptions of bankrupt's property divisible amongst creditors.*—The property of the bankrupt divisible amongst his creditors, and in this act referred to as the property of the bankrupt, shall not comprise the following particulars:

- (1.) Property held by the bankrupt on trust for any other person:
 - (2.) The tools (if any) of his trade, and the necessary wearing apparel and bedding of himself, his wife and children, to a value, inclusive of tools and apparel and bedding, not exceeding twenty pounds in the whole:
- But it shall comprise the following particulars:
- (3.) All such property as may belong to or be vested in the bankrupt at the commencement of the bankruptcy, or may be acquired by or devolve on him during its continuance:
 - (4.) The capacity to exercise and to take proceedings for exercising all such powers in or over or in respect of property as might have been exercised by the bankrupt for his own benefit at the commencement of his bankruptcy or during its continuance, except the right of nomination to a vacant ecclesiastical benefice:
 - (5.) All goods and chattels being, at the commencement of the bankruptcy, in the possession, order, or disposition of the bankrupt, being a trader, by the consent and permission of the true owner, of which goods and chattels the bankrupt is reputed owner, or of which he has taken upon himself the sale or disposition as owner; provided that things in action, other than debts due to him in the course of his trade or business, shall not be deemed goods and chattels within the meaning of this clause.

16. *Regulations as to first meeting of creditors.*—The general meeting of creditors to be summoned as aforesaid by the court, and in this act referred to as the first meeting of creditors, shall be held in the prescribed manner and subject to the prescribed regulations as to the quorum, adjournment of meeting, and all other matters relating to the conduct of the meeting or the proceedings thereat.

Provided that—

1. The meeting shall be presided over by the registrar, or, in the event of his being unable to attend through illness or any unavoidable cause, by such chairman as the meeting may elect:
2. A person shall not be entitled to vote as a creditor unless at

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or previously to the meeting he has in the prescribed manner proved a debt provable under the bankruptcy to be due to him:

3. A creditor shall not vote at the said meeting in respect of any unliquidated or contingent debt, or any debt the value of which is not ascertained:
4. A secured creditor shall, for the purpose of voting, be deemed to be a creditor only in respect of the balance (if any) due to him after deducting the value of his security; and the amount of such balance shall, until the security be realised, be determined in the prescribed manner. He may, however, at or previously to the meeting of creditors, give up the security to the trustee, and thereupon he shall rank as a creditor in respect of the whole sum due to him:
5. A "secured creditor" shall in this act mean any creditor holding any mortgage, charge, or lien on the bankrupt's estate, or any part thereof, as security for a debt due to him:
6. Votes may be given either personally or by proxy:
7. An ordinary resolution shall be decided by a majority in value of the creditors present personally or by proxy at the meeting and voting on such resolution:
8. A special resolution shall be decided by a majority in number, and three-fourths in value, of the creditors present personally or by proxy at the meeting and voting on such resolution.

17. *Devolution of property on trustee.*—Until a trustee is appointed the registrar shall be the trustee for the purposes of this act, and immediately upon the order of adjudication being made the property of the bankrupt shall vest in the registrar. On the appointment of a trustee the property shall forthwith pass to and vest in the trustee appointed.

The expression "trustee," when used in this act, shall include the person for the time being filling the office of trustee, whether he be the registrar or not; but when the registrar holds the office of trustee he shall, unless the court otherwise orders, in the administration of the property of the bankrupt, apply to the court for directions as to the mode of administering such property, and shall not take possession thereof unless directed by the court.

18. *Evidence of appointment of trustee.*—The appointment of a trustee shall be reported to the court, and the court, upon being satisfied that the requisite security has been entered into by him, shall give a certificate declaring him to be trustee of the bankruptcy named in the certificate, and such certificate shall be conclusive evidence of the appointment of the trustee, and such appointment shall date from the date of the certificate. When the registrar holds the office of trustee, or when the trustee is changed, a like certificate of the court may be made declaring the person therein named to be trustee, and such certificate shall be conclusive evidence of the person therein named being trustee.

PART II.

ADMINISTRATION OF PROPERTY.

General Provisions affecting Administration of Property.

19. *Conduct of bankrupt.*—The bankrupt shall, to the utmost of his power, aid in the realisation of his property, and the distribution of the proceeds amongst his creditors. He shall produce a statement of his affairs to the first meeting of creditors, and shall be publicly examined thereon on a day to be named by the court, and subject to such adjourned public examination as the court may direct. He shall give such inventory of his property, such list of his creditors and debtors, and of the debts due to and from them respectively, submit to such examination in respect of his property or his creditors, attend such meetings of his creditors, wait at such times on the trustee, execute such powers of attorney, conveyances, deeds, and instruments, and generally do all such acts and things in relation to his property and the distribution of the proceeds amongst his creditors, as may be reasonably required by the trustee, or may be prescribed by rules of court, or be directed by the court by any special order or orders made in reference to any particular bankruptcy, or made on the occasion of any special application by the trustee or any creditor.

If the bankrupt wilfully fail to perform the duties imposed on him by this section, or if he fail to deliver up possession to the trustee of any part of his property, which is divisible amongst his creditors under this act, and which may for the time being be in the possession or under the control of such bankrupt, he shall, in addition to any other punishment to which he may be subject, be guilty of a contempt of court, and may be punished accordingly.

20. *Conduct of trustee, and appeal to court against trustee.*—The trustee shall, in the administration of the property of the bankrupt, and in the distribution thereof amongst his creditors, have regard to any directions that may be given by resolution of the creditors at any general meeting, or by the committee of inspection, and any directions so given by the creditors at any general meeting shall be deemed to override any directions given by the committee of inspection; the trustee shall call a meeting of the committee of inspection once at least every three months when they shall audit his accounts, and determine whether any or what dividend is to be paid; he may also call special meetings of the said committee as he thinks necessary.

Subject to the provisions of this act, and to such directions as aforesaid, the trustee shall exercise his own discretion in the management of the estate, and its distribution amongst the cre-

ditors. The trustee may from time to time summon general meetings of the creditors for the purpose of ascertaining their wishes; he may also apply to the court, in manner prescribed, for directions in relation to any particular matter arising under the bankruptcy.

The bankrupt, or any creditor, debtor, or other person aggrieved by any act of the trustee, may apply to the court, and the court may confirm, reverse, or modify the act complained of, and make such order in the premises as it thinks just. The court may from time to time, during the continuance of a bankruptcy, summon general meetings of the creditors for the purpose of ascertaining their wishes, and may, if the court thinks fit, direct the registrar to preside at such meetings.

The trustee shall, in relation to and for the purpose of acquiring or retaining possession of the property of the bankrupt, be in the same position in all respects as if he were a receiver of such property appointed by the Court of Chancery, and the court may, on his application, enforce such acquisition or retention of property accordingly.

21. *Regulations as to general meetings of creditors subsequent to first meeting.*—The provisions of this act with respect to the first general meeting of creditors shall apply to any subsequent general meeting of creditors in a bankruptcy, with this exception, that subsequent meetings of creditors may be summoned by the trustee, or by a member of the committee of inspection, and that such meetings may, unless otherwise directed by the court in the case of meetings summoned by the court, be presided over by any person chosen by the creditors assembled at such meeting, and that any creditor whose debt has been proved, or the value of whose debt has been ascertained at or subsequently to such first meeting, shall be allowed to be present and to vote thereat.

Dealings with Bankrupt's Property.

22. *Possession of property by trustee.*—Where any portion of the property of the bankrupt consists of stock, shares in ships, shares, or any other property transferable in the books of any company, office, or person, the right to transfer such property shall be absolutely vested in the trustee to the same extent as the bankrupt might have exercised the same if he had not become bankrupt. Where any portion of such estate consists of copyhold or customary property, or any like property passing by surrender and admittance or in any similar manner, the trustee shall not be compellable to be admitted to such property, but may deal with the same in the same manner as if such property had been capable of being and had been duly surrendered or otherwise conveyed to such uses as the trustee may appoint; and any appointee of the trustee shall be admitted or otherwise invested with the property accordingly.

Where any portion of the property of the bankrupt consists of things in action, any action, suit, or other proceeding for the recovery of such things instituted by the trustee shall be instituted in his official name, as in this act provided; and such things shall, for the purpose of such action, suit, or other proceeding, be deemed to be assignable in law, and to have been duly assigned to the trustee in his official capacity.

The trustee shall, as soon as may be, take possession of the deeds, books, and documents of the bankrupt, and all other property capable of manual delivery. The trustee shall keep, in such manner as rules of court shall direct, proper books, in which he shall from time to time make or cause to be made entries or minutes of proceedings at meetings, and of such other matters as rules of court shall direct, and any creditor of the bankrupt may, subject to the control of the court, personally or by his agent inspect such books.

23. *Disclaimer as to onerous property.*—When any property of the bankrupt acquired by the trustee under this act consists of land of any tenure burdened with onerous covenants, of unmarketable shares in companies, of unprofitable contracts, or of any other property that is unsaleable, or not readily saleable, by reason of its binding the possessor thereof to the performance of any onerous act, or to the payment of any sum of money, the trustee, notwithstanding he has endeavoured to sell, or has taken possession of such property or exercised any act of ownership in relation thereto, may, by writing under his hand, disclaim such property, and upon the execution of such disclaimer the property disclaimed shall, if the same is a contract, be deemed to be determined from the date of the order of adjudication, and if the same is a lease be deemed to have been surrendered on the same date, and if the same be shares in any company be deemed to be forfeited from that date, and if any other species of property it shall revert to the person entitled on the determination of the estate or interest of the bankrupt, but if there shall be no person in existence so entitled, then in no case shall any estate or interest therein remain in the bankrupt. Any person interested in any disclaimed property may apply to the court, and the court may, upon such application, order possession of the disclaimed property to be delivered up to him, or make such other order as to the possession thereof as may be just.

Any person injured by the operation of this section shall be deemed a creditor of the bankrupt to the extent of such injury, and may accordingly prove the same as a debt under the bankruptcy.

24. *Limitation of time for disclaimer.*—The trustee shall not be entitled to disclaim any property in pursuance of this act in cases where an application in writing has been made to him by any person interested in such property, requiring such trustee to decide whether he will disclaim or not, and the trustee has for a period of not less than twenty-eight days after the receipt of such application or such further time as may be allowed by the court

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declined or neglected to give notice whether he disclaims the same or not.

25. *Power of trustee to deal with property.*—Subject to the provisions of this act, the trustee shall have power to do the following things:

- (1.) To receive and decide upon proof of debts in the prescribed manner, and for such purpose to administer oaths;
- (2.) To carry on the business of the bankrupt so far as may be necessary for the beneficial winding-up of the same;
- (3.) To bring or defend any action, suit, or other legal proceeding relating to the property of the bankrupt;
- (4.) To deal with any property to which the bankrupt is beneficially entitled as tenant in tail in the same manner as the bankrupt might have dealt with the same; and the sections fifty-six to seventy-three (both inclusive) of the act of the session of the third and fourth years of the reign of King William the Fourth (chapter seventy-four), "for the Abolition of Fines, and Recoveries, and for the Substitution of more simple Modes of Assurance," shall extend and apply to proceedings in bankruptcy under this act as if those sections were here re-enacted and made applicable in terms to such proceedings;
- (5.) To exercise any powers the capacity to exercise which is vested in him under this act, and to execute all powers of attorney, deeds, and other instruments expedient or necessary for the purpose of carrying into effect the provisions of this act;
- (6.) To sell all the property of the bankrupt (including the goodwill of the business, if any, and the book debts due or growing due to the bankrupt) by public auction or private contract, with power, if he thinks fit, to transfer the whole thereof to any person or company, or to sell the same in parcels;
- (7.) To give receipts for any money received by him, which receipt shall effectually discharge the person paying such moneys from all responsibility in respect of the application thereof;
- (8.) To prove, rank, claim, and draw a dividend in the matter of the bankruptcy or sequestration of any debtor of the bankrupt.

26. *Power to allow bankrupt to manage property.*—The trustee may appoint the bankrupt himself to superintend the management of the property or of any part thereof, or to carry on the trade of the bankrupt (if any) for the benefit of the creditors, and in any other respect to aid in administering the property in such manner and on such terms as the creditors direct.

27. *Power of trustee to compromise, &c.*—The trustee may, with the sanction of the committee of inspection, do all or any of the following things:

- (1.) Mortgage or pledge any part of the property of the bankrupt for the purpose of raising money for the payment of his debts;
- (2.) Refer any dispute to arbitration, compromise all debts, claims, and liabilities, whether present or future, certain or contingent, liquidated or unliquidated, subsisting or supposed to subsist between the bankrupt and any debtor or person who may have incurred any liability to the bankrupt, upon the receipt of such sums, payable at such times, and generally upon such terms as may be agreed upon;
- (3.) Make such compromise or other arrangement as may be thought expedient with creditors, or persons claiming to be creditors in respect of any debts provable under the bankruptcy;
- (4.) Make such compromise or other arrangement as may be thought expedient with respect to any claim arising out of or incidental to the property of the bankrupt, made or capable of being made on the trustee by any person or by the trustee on any person;
- (5.) To divide in its existing form amongst the creditors, according to its estimated value, any property which from its peculiar nature or other special circumstances cannot advantageously be realised by sale.

The sanction given for the purposes of this section may be a general permission to do all or any of the above-mentioned things, or a permission to do all or any of them in any specified case or cases.

28. *Power of trustee to accept composition or general scheme of arrangement.*—The trustee may, with the sanction of a special resolution of the creditors assembled at any meeting of which notice has been given specifying the object of such meeting, accept any composition offered by the bankrupt, or assent to any general scheme of settlement of the affairs of the bankrupt upon such terms as may be thought expedient, and with or without a condition that the order of adjudication is to be annulled, subject nevertheless to the approval of the court, to be testified by the judge of the court signing the instrument containing the terms of such composition or scheme, or embodying such terms in an order of the court.

Where the annulling the order of adjudication is made a condition of any composition with the bankrupt or of any general scheme for the liquidation of his affairs, the court, if it approves of such composition or general scheme, shall annul the adjudication on an application made by or on behalf of any person interested, and the adjudication shall be annulled from and after the date of the order annulling the same.

The provisions of any composition or general scheme made in pursuance of this act may be enforced by the court on a motion made in a summary manner by any person interested and any disobedience of the order of the court made on such motion shall be deemed to be a contempt of court. The approval of the court shall be conclusive as to the validity of any such composition or scheme, and it shall be binding on all the creditors so far as relates to any debts due to them and provable under the bankruptcy.

29. *Trustee, if a solicitor, may be paid for services.*—A trustee shall not, without the consent of the committee of inspection, employ a solicitor or other agent, but where the trustee is himself a solicitor he may contract to be paid a certain sum by way of percentage or otherwise as a remuneration for his services as trustee, including all professional services, and any such contract shall, notwithstanding any law to the contrary, be lawful.

30. *Trustees to pay moneys into bank.*—The trustee shall pay all sums from time to time received by him into such bank as the majority of the creditors in number and value at any general meeting shall appoint, and failing such appointment into the Bank of England; and if he at any time keep in his hands any sum exceeding fifty pounds for more than ten days he shall be subject to the following liabilities; that is to say,

- (1) He shall pay interest at the rate of twenty pounds per centum per annum on the excess of such sum above fifty pounds as he may retain in his hands;
- (2) Unless he can prove to the satisfaction of the court that his reason for retaining the money was sufficient, he shall, on the application of any creditor, be dismissed from his office by the court, and shall have no claim for remuneration, and be liable to any expenses to which the creditors may be put by or in consequence of his dismissal.

Payment of Debts and Distribution of Assets.

31. *Description of debts provable in bankruptcy.*—Demands in the nature of unliquidated damages arising otherwise than by reason of a contract or promise shall not be provable in bankruptcy, and no person having notice of any act of bankruptcy available for adjudication against the bankrupt shall prove for any debt or liability contracted by the bankrupt subsequently to the date of his so having notice.

Save as aforesaid, all debts and liabilities, present or future, certain or contingent, to which the bankrupt is subject at the date of the order of adjudication, or to which he may become subject during the continuance of the bankruptcy by reason of any obligation incurred previously to the date of the order of adjudication, shall be deemed to be debts provable in bankruptcy, and may be proved in the prescribed manner before the trustee in the bankruptcy.

An estimate shall be made according to the rules of the court for the time being in force, so far as the same may be applicable, and where they are not applicable at the discretion of the trustee, of the value of any debt or liability provable as aforesaid, which by reason of its being subject to any contingency or contingencies, or for any other reason, does not bear a certain value.

Any person aggrieved by any estimate made by the trustee as aforesaid may appeal to the court, and the court may, if it think the value of the debt or liability incapable of being fairly estimated, make an order to that effect, and upon such order being made such debt or liability shall, for the purposes of this act, be deemed to be a debt not provable in bankruptcy, but if the court think that the value of the debt or liability is capable of being fairly estimated it may direct such value to be assessed with the consent of all the parties interested before the court itself without the intervention of a jury, or if such parties do not consent by a jury, either before the court itself or some other competent court, and may give all necessary directions for such purpose, and the amount of such value when assessed shall be provable as a debt under the bankruptcy.

"Liability" shall for the purposes of this act include any compensation for work or labour done, any obligation or possibility of an obligation to pay money or money's worth on the breach of any express or implied covenant, contract, agreement, or undertaking, whether such breach does or does not occur, or is or is not likely to occur or capable of occurring before the close of the bankruptcy, and generally it shall include any express or implied engagement, agreement or undertaking, to pay, or capable of resulting in the payment of money or money's worth, whether such payment be as respects amount fixed or unliquidated; as respects time present or future, certain or dependent on any one contingency or on two or more contingencies; as to mode of valuation capable of being ascertained by fixed rules, or assessable only by a jury, or as matter of opinion.

32. *Preferential debts.*—The debts hereinafter mentioned shall be paid in priority to all other debts. Between themselves such debts shall rank equally, and shall be paid in full, unless the property of the bankrupt is insufficient to meet them, in which case they shall abate in equal proportions between themselves; that is to say,

- (1) All parochial or other local rates due from him at the date of the order of adjudication, and having become due and payable within twelve months next before such time, all assessed taxes, land tax, and property or income tax assessed on him up to the fifth day of April next before the date of the order of adjudication, and not exceeding in the whole one year's assessment;
- (2) All wages or salary of any clerk or servant in the em-

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ployment of the bankrupt at the date of the order of adjudication, not exceeding four months' wages or salary, and not exceeding fifty pounds; all wages of any labourer or workman in the employment of the bankrupt at the date of the order of adjudication, and not exceeding two months' wages:

Save as aforesaid, all debts provable under the bankruptcy shall be paid *pari passu*.

33. *Preferential claim in case of apprenticeship.*—Where at the time of the presentation of the petition for adjudication any person is apprenticed or is an articulated clerk to the bankrupt, the order of adjudication shall, if either the bankrupt or apprentice or clerk give notice in writing to the trustee to that effect, be a complete discharge of the indenture of apprenticeship or articles of agreement; and if any money has been paid by or on behalf of such apprentice or clerk to the bankrupt as a fee, the trustee may, on the application of the apprentice or clerk, or of some person on his behalf, pay such sum as such trustee, subject to an appeal to the court, thinks reasonable, out of the bankrupt's property to or for the use of the apprentice or clerk, regard being had to the amount paid by him or on his behalf, and to the time during which he served with the bankrupt under the indenture or articles before the commencement of the bankruptcy, and to the other circumstances of the case.

Where it appears expedient to a trustee he may, on the application of any apprentice or articulated clerk to the bankrupt, or any person acting on behalf of such apprentice or articulated clerk instead of acting under the preceding provisions of this section, transfer the indenture of apprenticeship or articles of agreement to some other person.

34. *Power for landlord to distrain for rent.*—The landlord or other person to whom any rent is due from the bankrupt may at any time, either before or after the commencement of the bankruptcy, distrain upon the goods or effects of the bankrupt for the rent due to him from the bankrupt, with this limitation, that if such distress for rent be levied after the commencement of the bankruptcy it shall be available only for one year's rent accrued due prior to the date of the order of adjudication, but the landlord or other person to whom the rent may be due from the bankrupt may prove under the bankruptcy for the overplus due for which the distress may not have been available.

35. *Proof in case of rent and periodical payment.*—When any rent or other payment falls due at stated periods, and the order of adjudication is made at any time other than one of such periods, the person entitled to such rent or payment may prove for a proportionate part thereof up to the day of the adjudication as if such rent or payment grew due from day to day.

36. *Interest on debts.*—Interest on any debt provable in bankruptcy may be allowed by the trustee under the same circumstances in which interest would have been allowable by a jury if an action had been brought for such debt.

37. *Proof in respect of distinct contracts.*—If any bankrupt is at the date of the order of adjudication liable in respect of distinct contracts as member of two or more distinct firms, or as a sole contractor, and also as member of a firm, the circumstance that such firms are in whole or in part composed of the same individuals, or that the sole contractor is also one of the joint contractors, shall not prevent proof in respect of such contracts, against the properties respectively liable upon such contracts.

38. *Allowance to bankrupt for maintenance or service.*—The trustee, with the consent of the creditors, testified by a resolution passed in general meeting, may from time to time, during the continuance of the bankruptcy, make such allowance as may be approved by the creditors to the bankrupt out of his property for the support of the bankrupt and his family, or in consideration of his services if he is engaged in winding-up his estate.

39. *Set-off.*—Where there have been mutual credits, mutual debts, or other mutual dealings between the bankrupt and any other person proving or claiming to prove a debt under his bankruptcy, an account shall be taken of what is due from the one party to the other in respect of such mutual dealings, and the sum due from the one party shall be set off against any sum due from the other party, and the balance of such account, and no more, shall be claimed or paid on either side respectively; but a person shall not be entitled under this section to claim the benefit of any set-off against the property of a bankrupt in any case where he had at the time of giving credit to the bankrupt notice of an act of bankruptcy committed by such bankrupt and available against him for adjudication.

40. *Provision as to secured creditor.*—A creditor holding a specific security on the property of the bankrupt, or on any part thereof, may, on giving up his security, prove for his whole debt. He shall also be entitled to a dividend in respect of the balance due to him after realising or giving credit for the value of his security, in manner and at the time prescribed.

A creditor holding such security as aforesaid and not complying with the foregoing conditions shall be excluded from all share in any dividend.

Dividends.

41. *Distribution of dividends.*—The trustee shall from time to time, when the committee of inspection determines, declare dividend amongst the creditors who have proved to his satisfaction debts provable in bankruptcy, and shall distribute the same accordingly; and in the event of his not declaring a dividend for the space of six months, he shall summon a meeting of the creditors, and explain to them his reasons for not declaring the same.

42. *Provision for creditors residing at a distance, &c.*—In the calculation and distribution of a dividend it shall be obligatory on the trustee to make provision for debts provable in bankruptcy appearing from the bankrupt's statements, or otherwise, to be due to persons resident in places so distant from the place where the trustee is acting that in the ordinary course of communication they have not had sufficient time to tender their proof, or to establish them if disputed, and also for debts provable in bankruptcy, the subject of claims not yet determined.

43. *Right of creditor who has not proved debt before declaration of a dividend.*—Any creditor who has not proved his debt before the declaration of any dividend or dividends shall be entitled to be paid out of any moneys for the time being in the hand of the trustee any dividend or dividends he may have failed to receive before such moneys are made applicable to the payment of any future dividend or dividends, but he shall not be entitled to disturb the distribution of any dividend declared before his debt was proved by reason that he has not participated therein.

44. *Final dividend.*—When the trustee has converted into money all the property of the bankrupt, or so much thereof as can, in the joint opinion of himself and of the committee of inspection, be realised without needlessly protracting the bankruptcy, he shall declare a final dividend, and give notice of the time at which it will be distributed.

45. *Bankrupt entitled to surplus.*—The bankrupt shall be entitled to any surplus remaining after payment of his creditors, and of the costs, charges, and expenses of the bankruptcy.

46. *No action for dividend.*—No action or suit for a dividend shall lie against the trustee, but if the trustee refuses to pay any dividend the court may, if it thinks fit, order the trustee to pay the same, and also to pay out of his own moneys interest thereon for the time that it is withheld, and the costs of the application.

Close of Bankruptcy.

47. *Close of bankruptcy.*—When the whole property of the bankrupt has been realised for the benefit of his creditors, or so much thereof as can, in the joint opinion of the trustee and committee of inspection, be realised without needlessly protracting the bankruptcy, or a composition or arrangement has been completed, the trustee shall make a report accordingly to the court, and the court, if satisfied that the whole of the property of the bankrupt has been realised for the benefit of his creditors, or so much thereof as can be realised without needlessly protracting the bankruptcy, or that a composition or arrangement has been completed, shall make an order that the bankruptcy has closed, and the bankruptcy shall be deemed to have closed at and after the date of such order.

A copy of the order closing the bankruptcy may be published in the *London Gazette*, and the production of a copy of such *Gazette* containing a copy of the order shall be conclusive evidence of the order having been made and of the date and contents thereof.

Discharge of Bankrupt.

48. *Order of discharge.*—When a bankruptcy is closed, or at any time during its continuance, with the assent of the creditors testified by a special resolution, the bankrupt may apply to the court for an order of discharge; but such discharge shall not be granted unless it is proved to the court that one of the following conditions has been fulfilled, that is to say, either that a dividend of not less than ten shillings in the pound has been paid out of his property, or might have been paid except through the negligence or fraud of the trustee, or that a special resolution of his creditors has been passed to the effect that his bankruptcy or the failure to pay ten shillings in the pound has, in their opinion, arisen from circumstances for which the bankrupt cannot justly be held responsible, and that they desire that an order of discharge should be granted to him; and the court may suspend for such time as it deems to be just, or withhold altogether, the order of discharge in the circumstances following; namely, if it appears to the court on the representation of the creditors made by special resolution, of the truth of which representation the court is satisfied, or by other sufficient evidence, that the bankrupt has made default in giving up to his creditors the property which he is required by this act to give up; or that a prosecution has been commenced against him in pursuance of the provisions relating to the punishment of fraudulent debtors, contained in "The Debtors Act, 1869," in respect of any offence alleged to have been committed by him against the said act.

49. *Effect of order of discharge.*—An order of discharge shall not release the bankrupt from any debt or liability incurred by means of any fraud or breach of trust, nor from any debt or liability whereof he has obtained forbearance by any fraud, but it shall release the bankrupt from all other debts provable under the bankruptcy, with the exception of—

- (1.) Debts due to the Crown;
- (2.) Debts with which the bankrupt stands charged at the suit of the Crown or of any person for any offence against a statute relating to any branch of the public revenue, or at the suit of the sheriff or other public officer on a bail bond entered into for the appearance of any person prosecuted for any such offence;

And he shall not be discharged from such excepted debts unless the Commissioners of the Treasury certify in writing their consent to his being discharged therefrom.

An order of discharge shall be sufficient evidence of the bank-

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ruptcy, and of the validity of the proceedings thereon, and in any proceedings that may be instituted against a bankrupt who has obtained an order of discharge in respect of any debt from which he is released by such order, the bankrupt may plead that the cause of action occurred before his discharge, and may give this act and the special matter in evidence.

50. *Exception of joint debtors.*—The order of discharge shall not release any person who, at the date of the order of adjudication, was a partner with the bankrupt, or was jointly bound or had made any joint contract with him.

Release of Trustee.

51. *Release of trustee.*—When the bankruptcy is closed the trustee shall call a meeting of the creditors to consider an application to be made to the court for his release. At the meeting the trustee shall lay before the assembled creditors an account showing the manner in which the bankruptcy has been conducted, with a list of the unclaimed dividends, if any, and of the property, if any, outstanding, and shall inform the meeting that he proposes to apply to the court for a release.

The creditors assembled at the meeting may express their opinion as to the conduct of the trustee, and they, or any of them, may appear before the court and oppose the release of the trustee.

The court, after hearing what, if anything, can be urged against the release of the trustee, shall grant or withhold the release accordingly, and, if it withhold the release shall make such order as it thinks just, charging the trustee with the consequences of any act or default he may have done or made contrary to his duty, and shall suspend his release until such charging order has been complied with, and the court thinks just to grant the release of the trustee.

52. *Duty of trustee as to unclaimed dividends and outstanding property.*—Unclaimed dividends, and any other moneys arising from the property of the bankrupt, remaining under the control of the trustee at the close of the bankruptcy of any bankrupt, or accruing thereafter, shall be accounted and paid over to such account as may be directed by the rules of court to be made with the sanction of the Treasury; and any parties entitled thereto may claim the same in manner directed by such rules. The trustee shall also deliver a list of any outstanding property of the bankrupt to the prescribed persons, and the same shall, when practicable, be got in and applied for the benefit of the creditors in manner prescribed.

53. *Effect of relief of trustee.*—The order of the court releasing the trustee of a bankruptcy shall discharge him from all liability in respect of any act done or default made by him in the administration of the affairs of the bankrupt, or otherwise in relation to his conduct as trustee of such bankrupt, but such order may be revoked by the court on proof that it was obtained by fraud.

Status of undischarged Bankrupt.

54. *Status of undischarged bankrupt.*—Where a person who has been made bankrupt has not obtained his discharge, then, from and after the close of his bankruptcy, the following consequences shall ensue:

- (1.) No portion of a debt provable under the bankruptcy shall be enforced against the property of the person so made bankrupt until the expiration of three years from the close of the bankruptcy; and during that time, if he pay to his creditors such additional sum as will, with the dividend paid out of his property during the bankruptcy, make up ten shillings in the pound, he shall be entitled to an order of discharge in the same manner as if a dividend of ten shillings in the pound had originally been paid out of his property;
- (2.) At the expiration of a period of three years from the close of the bankruptcy, if the debtor made bankrupt has not obtained an order of discharge, any balance remaining unpaid in respect of any debt proved in such bankruptcy (but without interest in the meantime) shall be deemed to be a subsisting debt in the nature of a judgment-debt, and, subject to the rights of any persons who have become creditors of the debtor since the close of his bankruptcy, may be enforced against any property of the debtor, with the sanction of the court which adjudicated such debtor a bankrupt, or of the court having jurisdiction in bankruptcy in the place where the property is situated, but to the extent only, and at the time and in manner directed by such court, and after giving such notice and doing such acts as may be prescribed in that behalf.

Audit.

55. *Appointment of comptroller.*—The trustee having had his quarterly statement of accounts audited by the committee of inspection, shall, within the prescribed time, forward the certified statement in the prescribed form to an officer to be called the comptroller in bankruptcy, and if he fail to do so he shall be deemed guilty of a contempt of court to be punishable accordingly. The first and any subsequent comptroller shall be appointed by the Lord Chancellor, and hold office during his pleasure, and shall be paid such salary as the Lord Chancellor may, with the sanction of the Treasury, direct. The comptroller shall be provided with such office in London, and with such officers, clerks, and servants, as may be directed by the Lord

Chancellor, with the approval of the Treasury. The officers, clerks, and servants in the office of the comptroller shall be appointed and dismissible by the comptroller, and there shall be allowed and paid to him such sum as the Treasury may from time to time direct for the expenses of his office, and of such clerks and other persons as may be deemed necessary by the Treasury.

56. *Return of accounts to comptroller.*—Every trustee of a bankrupt shall from time to time, as may be prescribed, and not less than once in every year during the bankruptcy, transmit to the comptroller a statement showing the proceedings in such bankruptcy up to the date of the statement containing the prescribed particulars, and made out in the prescribed form; and any trustee failing to transmit accounts in compliance with this section shall be deemed guilty of a contempt of court, and be punishable accordingly.

57. *Duty of comptroller.*—The comptroller shall examine the statements transmitted to him, and shall call the trustee to account for any misfeasance, neglect, or omission which may appear on such statements; and may require the trustee to make good any loss the estate of the bankrupt may have sustained, by such misfeasance, neglect, or omission. If the trustee fail to comply with such requisition of the comptroller, the comptroller may report the same to the court; and the court, after hearing the explanation, if any, of the trustee, shall make such order in the premises as it thinks just.

58. *Powers of comptroller.*—The comptroller may at any time require any trustee to answer any inquiry made by him in relation to any bankruptcy in which such trustee is engaged, and may, if he think fit, apply to the court to examine on oath such trustee or any other person concerning such bankruptcy; he may also direct a local investigation to be made of the books and vouchers of the trustees.

PART III.

CONSTITUTION AND POWERS OF COURT.

Description of Court.

59. *Court to consist of London Court and County Courts.*—From and after the commencement of this act the following provisions shall take effect with respect to the courts having jurisdiction in bankruptcy, and their officers; that is to say,

If the person sought to be adjudged a bankrupt reside or carry on business within the London bankruptcy district as hereinafter defined, or be not resident in England, then "the court" shall mean, for the purposes of this act, the Court of Bankruptcy in London as constituted by this act, and hereinafter referred to as the London Bankruptcy Court:

If the person sought to be adjudged a bankrupt, being resident in England, do not reside or carry on business within the London bankruptcy district, then "the court" shall, subject to the provisions hereinafter contained for removing the proceedings, mean the County Court of the district in which such person resides or carries on business, hereinafter referred to as the local Bankruptcy Court.

60. *Definition of the London bankruptcy district.*—The London bankruptcy district shall, for the purposes of this act, comprise the following places; that is to say, the City of London and the liberties thereof, and all such parts of the metropolis and other places as are situated within the district of any County Court described as a metropolitan County Court in the list contained in the second schedule hereto.

61. *Constitution of the London Bankruptcy Court.*—The London Bankruptcy Court shall from and after the commencement of this act consist of a judge, to be called the Chief Judge in Bankruptcy, and, subject to the provisions of this act with respect to the officers of the existing London Bankruptcy Court, of such number of registrars not exceeding four, clerks, ushers, and other subordinate officers, as may be determined by the Chief Judge with the sanction of the Treasury.

Subject to the provisions of this act with respect to the appointment of the first Chief Judge, the office of Chief Judge in Bankruptcy shall be filled by such one of the judges of Her Majesty's Superior Courts of common law or of equity as may, with his assent, be assigned to hold such office by the Lord Chancellor; the judge so assigned shall hold the office of Chief Judge in Bankruptcy in addition to the office of judge in the court to which he belongs. Any puisne judge or vice-chancellor appointed to any of the said courts after the passing of this act shall, when required by the Lord Chancellor, perform the duties of Chief Judge in Bankruptcy.

62. *Appointment of registrars and other officers.*—Subject to the provisions in this act with respect to the officers of the existing London Bankruptcy Court, the registrars, clerks, ushers, and other subordinate officers thereof shall be appointed by the Chief Judge for the time being, and may be removed by him and others appointed in their stead if the judge is of opinion that they are negligent, unskilful, or untrustworthy in their performance of their duties, or ought in his opinion to be removed for any other just cause.

63. *Salaries of officers.*—Subject as aforesaid, there shall be paid, out of moneys provided by Parliament, to the registrars, clerks, ushers, and other subordinate officers such salaries as the Chief Judge with the sanction of the Treasury may determine.

64. *Duties of subordinate officers of court.*—Subject as aforesaid, the registrars, clerks, ushers, and other subordinate officers

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of the London Bankruptcy Court shall perform such duties as may from time to time be assigned to them by the Chief Judge with the assent of the Lord Chancellor.

65. *Jurisdiction of the London Court of Bankruptcy.*—The London Court of Bankruptcy shall continue to be a court of law and of equity and a principal court of record, and the Chief Judge in Bankruptcy shall have all the powers, jurisdiction, and privileges possessed by any judge of Her Majesty's Superior Courts of common law at Westminster, or by any judge of Her Majesty's High Court of Chancery, and the orders of such judge shall be of the same force as if they were judgments in the Superior Courts of common law or decrees in the High Court of Chancery. The Chief Judge in Bankruptcy may sit in chambers, and when in chambers shall have the same jurisdiction and exercise the same powers as if sitting in open court.

66. *Jurisdiction of County-Court judges.*—Every judge of a local court of bankruptcy shall, for the purposes of this act, in addition to his ordinary powers as a County-Court judge, have all the powers and jurisdiction of a judge of Her Majesty's High Court of Chancery, and the orders of such judge may be enforced accordingly, in manner prescribed.

67. *Powers of court to delegate authority to registrar.*—The Chief Judge in Bankruptcy and every judge of a local court of bankruptcy may, subject and in accordance with the rules of court for the time being in force, delegate to the registrar or to any other officer of his court such of the powers vested in him by this act as it may be expedient for the judge to delegate to him.

68. *Scale of fees.*—The Lord Chancellor shall, with the sanction of the Treasury, from time to time prescribe a scale of fees to be charged for any business done by any court or officer thereof under this act; and the Treasury shall direct whether the same shall be imposed by stamps or otherwise, and by whom and in what manner the same shall be collected, accounted for, and appropriated, and whether any and what remuneration shall be allowed to any person performing any duties under this act.

69. *Judges and officers in bankruptcy to be ineligible to sit in Parliament.*—No judge, registrar, or officer having jurisdiction in bankruptcy, or attached to any court having jurisdiction in bankruptcy, shall, during his continuance in office, be capable of being elected or sitting as a member of the House of Commons; and no registrar or officer of such court shall, during his continuance in office, either directly or indirectly, by himself or partner, act as an attorney or solicitor in any proceeding in any bankruptcy in any court of which he is registrar or officer, or in any appeal from such court, or in any prosecution of a bankrupt by order of such court, under pain of dismissal by the judge; and such dismissal shall be in writing, stating the reason for the same; and a copy thereof shall be sent to the Chief Judge in Bankruptcy, who, if he shall see fit, may reinstate such registrar or officer.

70. *Solicitors of Court of Chancery may practise in Bankruptcy Court.*—Every attorney and solicitor of the Superior Courts shall be, and may practise as a solicitor of, and in the Court of Bankruptcy, and in matters before the Chief Judge or registrars, in the London Court of Bankruptcy, in court or in chambers, may appear and be heard without being required to employ counsel; and if any person not being such attorney or solicitor practises in the Court of Bankruptcy as attorney or solicitor, he shall be deemed guilty of a contempt of court.

71. *Appeal from courts.*—Every court having jurisdiction in bankruptcy under this act may review, rescind, or vary any order made by it in pursuance of this act. Any person aggrieved by any order of a local bankruptcy court in respect of a matter of fact or of law made in pursuance of this act may appeal to the Chief Judge in Bankruptcy, and it shall be lawful for such judge to alter, reverse, or confirm such order as he thinks just. Any order made by the Chief Judge in Bankruptcy, whether in respect of a matter brought before him on appeal or not, shall be subject to an appeal to the Court of Appeal in Chancery (which court, for the purposes of this act, shall be and form a court of record, and shall have all the jurisdiction, powers, and authorities of the Court of Bankruptcy, to be exercisable either originally or on appeal, and shall have all the powers and authorities of the Court of Chancery relative to the trial of questions of fact, by jury, issue, or otherwise), and also, with the leave of the Court of Appeal, to the House of Lords, but no appeal shall be entertained under this act except in conformity to such rules of court as may for the time being in force in relation to such appeal.

72. *General power of bankruptcy courts.*—Subject to the provisions of this act, every court having jurisdiction in bankruptcy under this act shall have full power to decide all questions of priorities, and all other questions whatsoever whether of law or fact, arising in any case of bankruptcy coming within the cognisance of such court, or which the court may deem it expedient or necessary to decide for the purpose of doing complete justice or making a complete distribution of property in any such case; and no such court as aforesaid shall be subject to be restrained in the execution of its powers under this act by the order of any other court, nor shall any appeal lie from its decisions, except in manner directed by this act; and if in any proceeding in bankruptcy there arises any question of fact which the parties desire to be tried before a jury instead of by the court itself, or which the court thinks ought to be tried by a jury, the court may direct such trial to be had, and such trial may be had accordingly, in the London Court of Bankruptcy, in the same manner as if it were the trial of an issue in one of the Superior Courts of

common law, and in the County Court in the manner in which jury trials in ordinary cases are by law held in such court.

Orders and Warrants of Court.

73. *Enforcement of warrant and orders of courts.*—Any order made by a court having jurisdiction in bankruptcy in England under this act shall be enforced in Scotland and Ireland in the courts having jurisdiction in bankruptcy in such countries respectively, in the same manner in all respects as if such order had been made by the courts which are hereby required to enforce the same; and in like manner any order made by the court in Scotland having jurisdiction in bankruptcy shall be enforced in England and Ireland, and any order made by the court having jurisdiction in bankruptcy in Ireland shall be enforced in England and Scotland by the courts respectively having jurisdiction in bankruptcy in the division of the United Kingdom where the orders made require to be enforced, and in the same manner in all respects as if such order had been made by the court required to enforce the same in a case of bankruptcy within its own jurisdiction.

74. *Courts in England to be auxiliary to other courts, &c.*—The London Bankruptcy Court, the local bankruptcy court, the courts having jurisdiction in bankruptcy in Scotland and Ireland, and every British court elsewhere having jurisdiction in bankruptcy or insolvency, and the officers of such courts respectively, shall severally act in aid of and be auxiliary to each other in all matters of bankruptcy, and an order of the court seeking aid, together with a request to another of the said courts, shall be deemed sufficient to enable the latter court to exercise, in regard to the matters directed by such order, the like jurisdiction which the court which made the request, as well as the court to which the request is made, could exercise in regard to similar matters within their respective jurisdictions.

75. *Examination in Scotland or Ireland.*—Any court having jurisdiction in bankruptcy in England under this act may, if it thinks fit, order that a person named in the order being in Scotland or in Ireland shall be examined there.

76. *Warrants of bankruptcy courts.*—Any warrant of a court having jurisdiction in bankruptcy in England under this act may be enforced in Scotland, Ireland, the Isle of Man, the Channel Islands, and elsewhere in Her Majesty's dominions, in the same manner and subject to the same privileges in and subject to which a warrant issued by any justice of the peace against a person for an indictable offence against the laws of England may be executed in such countries respectively in pursuance of the acts of Parliament in that behalf; and any search warrant issued by a court having jurisdiction in bankruptcy under this act for the discovery of any property of a bankrupt may be executed in manner prescribed or in the same manner and subject to the same privileges in and subject to which a search warrant for property supposed to be stolen may be executed according to law.

77. *Commitment to prison.*—Where any court having jurisdiction in bankruptcy under this act commits any person to prison, the commitment may be to such convenient prison as the court thinks expedient, and if the gaoler of any prison refuses to receive any prisoner so committed, he shall be liable for every such refusal to a penalty not exceeding one hundred pounds.

General Rules.

78. *General rules to be made by Lord Chancellor, with advice of Chief Judge.*—The Lord Chancellor, with the advice of the Chief Judge in Bankruptcy, may from time to time make, and may from time to time revoke and alter, general rules, in this act described as rules of court, for the effectual execution of this act, and of the objects thereof, and the regulation of the practice and procedure of bankruptcy petitions and the proceedings thereon.

Any general rules made as aforesaid may prescribe regulations as to the service of bankruptcy petitions, including provisions for substituted service; as to the valuing of any debts provable in a bankruptcy; as to the valuation of securities held by creditors; as to the giving or withholding interest or discount on or in respect of debts or dividends; as to the funds out of which costs are to be paid, the order of payment, and the amount and taxation thereof; and as to any other matter or thing, whether similar or not to those above enumerated, in respect to which it may be expedient to make rules for carrying into effect the objects of this act; and any rules so made shall be deemed to be within the powers conferred by this act, and shall be of the same force as if they were enacted in the body of this act.

Any rules made in pursuance of the section shall be laid before Parliament within three weeks after they are made, if Parliament be then sitting; and if Parliament be not then sitting, within three weeks after the beginning of the then next session of Parliament, and any rules so made shall be judicially noticed.

Until rules have been made in pursuance of this act, and so far as such rules do not extend, the principles, practice, and rules on which courts having jurisdiction in bankruptcy have heretofore acted in dealing with bankruptcy proceedings shall be observed by any court having jurisdiction in bankruptcy cases under this act.

Change of Jurisdiction by Chancellor.

79. *Change of jurisdiction by Lord Chancellor.*—Notwithstanding anything in this act contained, the Lord Chancellor may

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from time to time, by order under his hand, exclude any County Court from having jurisdiction in bankruptcy, and for the purposes of bankruptcy jurisdiction may attach its district or any part thereof to any other County Court or courts, and may from time to time revoke or alter any order so made.

PART IV.

SUPPLEMENTAL PROVISIONS.

As to Proceedings.

80. *Supplemental regulations as to proceedings in bankruptcy.*—The following regulations shall be made with respect to proceedings in bankruptcy; namely,

- (1.) Every bankruptcy petition shall be accompanied by an affidavit of the petitioner in the prescribed form, verifying the statements contained in such petition:
- (2.) Where two or more bankruptcy petitions are presented against the same debtor or against debtors being members of the same partnership, the court may consolidate the proceedings, or any of them, upon such terms as the court thinks fit:
- (3.) Where proceedings against the debtor are instituted in more courts than one the London Court of Bankruptcy may, on the application of any creditor direct the transfer of such proceedings to the London Court of Bankruptcy, or to any local bankruptcy court:
- (4.) Where the petitioner does not proceed with due diligence on his petition the court may substitute as petitioner any other creditor to whom the debtor may be indebted in the amount required by this act, in the case of a petitioning creditor:
- (5.) Where the creditors resolve by a special resolution that it will be more convenient that the proceedings in any local bankruptcy court should be transferred to the London Court or to some other local court, or where the judge of a local court certifies that in his opinion the bankruptcy would be more advantageously conducted in the London Court or in some other local court, and the creditors do not by resolution object to the transfer, the petition shall be transferred to and all subsequent proceedings thereon had in the London Court or such other local court:
- (6.) Subject to the provisions of this act, every court having original jurisdiction in bankruptcy shall be deemed to be the same court, and to have jurisdiction throughout England; and cases may be transferred from one court to another in such manner as may be prescribed:
- (7.) A corporation may prove a debt, vote, and otherwise act in bankruptcy, by an agent duly authorised under the seal of the corporation:
- (8.) A creditor may, in the prescribed manner, by instrument in writing, appoint a person to represent him in all matters relating to any debtor or his affairs in which a creditor is concerned in pursuance of this act, and such representative shall thereupon, for all the purposes of this act, stand in the same position as the creditor who appointed him:
- (9.) When a debtor who has been adjudicated a bankrupt dies, the court may order that the proceedings in the matter be continued as if he were alive:
- (10.) The court may, at any time, on proof to its satisfaction that proceedings in bankruptcy ought to be stayed, by reason that negotiations are pending for the liquidation of the affairs of the bankrupt by arrangement or for the acceptance of a composition by the creditors in pursuance of the provisions hereinafter contained, or on proof to its satisfaction of any other sufficient reason for staying the same, make an order staying the same, either altogether or for a limited time, on such terms and subject to such conditions as the court may think just.

81. *Consequences of annulling of adjudication.*—Whenever any adjudication in bankruptcy is annulled all sales and dispositions of property and payments duly made, and all acts theretofore done, by the trustee or any person acting under his authority, or by the court, shall be valid, but the property of the debtor who was adjudged a bankrupt shall in such case vest in such person as the court may appoint, or in default of any such appointment revert to the bankrupt for all his estate or interest therein upon such terms and subject to such conditions, if any, as the court may declare by order. A copy of the order of the court annulling the adjudication of a debtor as a bankrupt shall be forthwith published in the *London Gazette* and advertised locally in the prescribed manner, and the production of a copy of the *Gazette* containing such order shall be conclusive evidence of the fact of the adjudication having been annulled, and of the terms of the order annulling the same.

82. *Formal defects not to invalidate proceedings.*—No proceeding in bankruptcy shall be invalidated by any formal defect or by any irregularity, unless the court before which an objection is made to such proceeding is of opinion that substantial injustice has been caused by such defect or irregularity, and that such injustice cannot be remedied by any order of such court.

As to Trustees and Committee of Inspection.

83. *Regulations as to trustees, &c.*—The following regulations shall be made with respect to the trustees and committee of inspection.

- (1.) The creditors may, if they think fit, appoint more persons than one to the office of trustee, and where more than one are appointed they shall declare whether any act required or authorised to be done by the trustee is to be done by all or any one or more of such persons, but all such persons are in this act included under the term "trustee," and shall be joint tenants of the property of the bankrupt. The creditors may also appoint persons to act as trustees in succession in the event of one or more of the persons first named declining to accept the office of trustee:
- (2.) If any vacancy occur in the office of trustee by death, resignation, or otherwise, the creditors in general meeting shall fill up such vacancy, and a general meeting for the purpose of filling up such vacancy may be convened by the continuing trustee, if there be more than one, or by the registrar on the requisition of any creditor:
- (3.) If, through any cause whatever, there is no trustee acting during the continuance of a bankruptcy, the registrar of the court for the time being having jurisdiction in the bankruptcy shall act as such trustee:
- (4.) The court may, upon cause shown, remove any trustee. The creditors may, by special resolution at a meeting specially called for that purpose, of which seven days' notice has been given, remove the trustee and appoint another person to fill his office, and the court shall give a certificate declaring him to be the trustee:
- (5.) If a trustee be adjudged bankrupt, he shall cease to be trustee, and the registrar shall, if there be no other trustee, call a meeting of creditors for the appointment of another trustee in his place:
- (6.) The property of the bankrupt shall pass from trustee to trustee, including under that term the registrar when he fills the office of trustee, and shall vest in the trustee for the time being during his continuance in office, without any conveyance, assignment, or transfer whatever:
- (7.) The trustee of a bankrupt may sue and be sued by the official name of "the trustee of the property of a bankrupt," inserting the name of the bankrupt, and by that name may hold property of every description, make contracts, sue and be sued, enter into any engagements binding upon himself and his successors in office, and do all other acts necessary or expedient to be done in the execution of his office:
- (8.) The certificate of appointment of a trustee shall, for all purposes of any law in force in any part of the British dominions requiring registration, enrolment, or recording of conveyances or assignments of property, be deemed to be a conveyance or assignment of property, and may be registered, enrolled, and recorded accordingly:
- (9.) All acts and things by this act authorised or required to be done by or to the registrar may be done within the district of each court having jurisdiction in bankruptcy by or to the registrar of that court:
- (10.) Any member of the committee of inspection may resign his office by notice in writing signed by him, and delivered to the trustee:
- (11.) The creditors may by resolution fix the quorum required to be present at a meeting of the committee of inspection:
- (12.) Any member of the committee of inspection may also be removed by a special resolution at any meeting of creditors of which the prescribed notice has been given, stating the object of the meeting:
- (13.) On any vacancy occurring in the office of a member of the committee of inspection by removal, death, resignation, or otherwise, the trustee shall convene a meeting of creditors for the purpose of filling up such vacancy:
- (14.) The continuing members of the committee of inspection may act, notwithstanding any vacancy in their body; and where the number of members of the committee of inspection is for the time being less than five, the creditors may increase that number so that it do not exceed five:
- (15.) No defect or irregularity in the election of a trustee or of a member of the committee of inspection shall vitiate any act *bonâ fide* done by him; and no act or proceeding of the trustee or of the creditors shall be invalid by reason of any failure of the creditors to elect all or any members of the committee of inspection:
- (16.) If a member of the committee of inspection become a bankrupt his office shall thereupon become vacant:
- (17.) Where there is no committee of inspection, any act or thing or any direction or consent by this act authorised or required to be done or given by such committee may be done or given by the court on the application of the trustee.

84. *Power of court, on failure of creditors, to appoint trustee.*—The registrar may adjourn the first meeting of creditors from time to time and from place to place, subject to the directions of the court; but if, at such first meeting of creditors or at some adjournment thereof, no trustee is appointed by reason of the

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prescribed quorum not being present, or for any other reason whatever, the court may annul the adjudication, unless it deems it expedient to carry on the bankruptcy with the aid of the registrar as trustee. Moreover if at any time during the bankruptcy no new trustee is appointed to fill a vacancy in that office, the court may either carry on the bankruptcy with the aid of the registrar as trustee or annul the order of adjudication, as it thinks just.

As to Power over Bankrupt.

85. *Post letters addressed to bankrupt.*—The court, upon the application of the trustee, may from time to time order that, for such time as the court thinks fit, not exceeding three months from the date of the order of adjudication, post letters addressed to the bankrupt at any place or any of the places mentioned in the order, shall be redirected, sent, or delivered by the Postmaster-General or the officers acting under him, to the trustee or otherwise as the court directs, and the same shall be done accordingly.

86. *Arrest of bankrupt under certain circumstances.*—The court may, by warrant addressed to any constable or prescribed officer of the court, cause a debtor to be arrested, and any books, papers, moneys, goods, and chattels in his possession to be seized, and him and them to be safely kept as prescribed until such time as the court may order, under the following circumstances:

- (1.) If after a petition of bankruptcy is presented against such debtor, it appear to the court that there is probable reason for believing that he is about to go abroad or to quit his place of residence with a view of avoiding service of the petition, or of avoiding appearing to the petition, or of avoiding examination in respect of his affairs, or otherwise delaying or embarrassing the proceedings in bankruptcy:
- (2.) If, after a petition in bankruptcy has been presented against such debtor, it appear to the court that there is probable cause for believing that he is about to remove his goods or chattels with a view of preventing or delaying such goods or chattels being taken possession of by the trustee, or that there is probable ground for believing that he has concealed or is about to conceal or destroy any of his goods or chattels, or any books, documents, or writings which might be of use to his creditors in the course of his bankruptcy:
- (3.) If after the service of the petition on such debtor, or after an adjudication in bankruptcy against him, he remove any goods or chattels in his possession above the value of five pounds, without the leave of the trustee, or if, without good cause shown, he fails to attend any examination ordered by the court.

As to Property devolving on Trustee.

87. *Proceeds of sale and seizure of goods.*—Where the goods of any trader have been taken in execution in respect of a judgment for a sum exceeding fifty pounds and sold, the sheriff, or in the case of a sale under the direction of the County Court, the high bailiff or other officer of the County Court, shall retain the proceeds of such sale in his hands for a period of fourteen days, and upon notice being served on him within that period of a bankruptcy petition having been presented against such trader, shall hold the proceeds of such sale, after deducting expenses, on trust to pay the same to the trustee; but if no notice of such petition having been presented be served on him within such period of fourteen days, or if, such notice having been served, the trader against whom the petition has been presented is not adjudged a bankrupt on such petition, or on any other petition of which the sheriff, high bailiff, or other officer has notice, he may deal with the proceeds of such sale in the same manner as he would have done had no notice of the presentation of a bankruptcy petition been served on him.

88. *Sequestration of ecclesiastical benefice.*—Where a bankrupt is a beneficed clergyman, the trustee may apply for a sequestration of the profits of the benefice, and the certificate of the appointment of the trustee shall be sufficient authority for the granting of sequestration without any writ or other proceeding, and the same shall accordingly be issued as on a writ of *levari facias* founded on a judgment against the bankrupt, and shall have priority over any other sequestration issued after the commencement of the bankruptcy, except a sequestration issued before the date of the order of adjudication by or on behalf of a person who at the time of the issue thereof had not notice of an act of bankruptcy committed by the bankrupt, and available against him for adjudication; but the sequestrator shall allow out of the profits of the benefice to the bankrupt, while he performs the duties of the parish or place, such an annual sum payable quarterly, as the bishop of the diocese in which the benefice is situate directs; and the bishop may appoint to the bankrupt such or the like stipend as he might by law have appointed to a curate duly licensed to serve the benefice in case the bankrupt had been non-resident.

89. *Appropriation of portion of pay of officers to creditors.*—Where a bankrupt is or has been an officer of the army or navy, or an officer or clerk or otherwise employed or engaged in the civil service of the Crown, or is in the enjoyment of any pension or compensation granted by the Treasury, the trustee during the bankruptcy, and the registrar after the close of the bankruptcy, shall receive for distribution amongst the creditors so much of the bankrupt's pay, half-pay, salary, emolument, or pension as

the court, upon the application of the trustee, thinks just and reasonable, to be paid in such manner and at such times as the court, with the consent in writing of the chief officer of the department under which the pay, half-pay, salary, emolument, pension, or compensation is enjoyed, directs.

90. *Appropriation of portion of salary to creditors.*—Where a bankrupt is in the receipt of a salary or income other than as aforesaid, the court, upon the application of the trustee, shall from time to time make such order as it thinks just for the payment of such salary or income, or of any part thereof, to the trustee during the bankruptcy, and to the registrar if necessary after the close of the bankruptcy, to be applied by him in such manner as the court may direct.

91. *Avoidance of voluntary settlements.*—Any settlement of property made by a trader not being a settlement made before and in consideration of marriage, or made in favour of a purchaser or incumbrancer in good faith and for valuable consideration, or a settlement made on or for the wife or children of the settlor of property which has accrued to the settlor after marriage in right of his wife, shall, if the settlor becomes bankrupt within two years after the date of such settlement, be void as against the trustee of the bankrupt appointed under this act, and shall, if the settlor becomes bankrupt at any subsequent time within ten years after the date of such settlement, unless the parties claiming under such settlement can prove that the settlor was at the time of making the settlement able to pay all his debts without the aid of the property comprised in such settlement, be void against such trustee. Any covenant or contract made by a trader, in consideration of marriage, for the future settlement upon or for his wife or children of any money or property wherein he had not at the date of his marriage any estate or interest, whether vested or contingent in possession or remainder, and not being money or property of or in right of his wife, shall, upon his becoming bankrupt before such property or money has been actually transferred or paid pursuant to such contract or covenant, be void against his trustee appointed under this act.

"Settlement" shall for the purposes of this section include any conveyance or transfer of property.

92. *Avoidance of fraudulent preferences.*—Every conveyance or transfer of property, or charge thereon made, every payment made, every obligation incurred, and every judicial proceeding taken or suffered by any person unable to pay his debts as they become due from his own moneys in favour of any creditor, or any person in trust for any creditor, with a view of giving such creditor a preference over the other creditors, shall, if the person making, taking, paying, or suffering the same become bankrupt within three months after the date of making, taking, paying, or suffering the same, be deemed fraudulent and void as against the trustee of the bankrupt appointed under this act; but this section shall not affect the rights of a purchaser, payee, or incumbrancer in good faith and for valuable consideration.

93. *Payment of money by agents to trustee.*—Any treasurer or other officer, or any banker, attorney, or agent of a bankrupt, shall pay and deliver to the trustee all moneys and securities in his possession or power, as such officer or agent, if he be not by law entitled to retain as against the bankrupt or the trustee; if he do not he shall be guilty of a contempt of court, and may be punished accordingly on the application of the trustee.

94. *Protection of certain transactions with bankrupt.*—Nothing in this act contained shall render invalid.

- (1.) Any payment made in good faith and for value received to any bankrupt before the date of the order of adjudication by a person not having at the time of such payment notice of any act of bankruptcy committed by the bankrupt, and available against him for adjudication:
- (2.) Any payment or delivery of money or goods belonging to a bankrupt, made to such bankrupt by a depositary of such money or goods before the date of the order of adjudication, who had not at the time of such payment or delivery notice of any act of bankruptcy committed by the bankrupt, and available against him for adjudication.
- (3.) Any contract or dealing with any bankrupt, made in good faith and for valuable consideration, before the date of the order of adjudication, by a person not having at the time of making such contract or dealing, notice of any act of bankruptcy committed by the bankrupt, and available against him for adjudication.

95. *Protection of certain transactions entered into by or in relation to the property of the bankrupt.*—Subject and without prejudice to the provisions of this act relating to the proceeds of the sale and seizure of goods of a trader, and to the provisions of this act avoiding certain settlements, and avoiding, on the ground of their constituting fraudulent preferences, certain conveyances, charges, payments, and judicial proceedings, the following transactions by and in relation to the property of a bankrupt shall be valid, notwithstanding any prior act of bankruptcy,—

- (1.) Any disposition or contract with respect to the disposition of property by conveyance, transfer, charge, delivery of goods, payment of money, or otherwise howsoever made by any bankrupt in good faith and for valuable consideration, before the date of the order of adjudication, with any person not having at the time of the making of such disposition of property notice of any act of bankruptcy

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committed by the bankrupt, and available against him for adjudication:

- (2.) Any execution or attachment against the land of the bankrupt, executed in good faith by seizure before the date of the order of adjudication, if the person on whose account such execution or attachment was issued had not at the time of the same being so executed by seizure notice of any act of bankruptcy committed by the bankrupt, and available against him for adjudication:
- (3.) Any execution or attachment against the goods of any bankrupt, executed in good faith by seizure and sale before the date of the order of adjudication, if the person on whose account such execution or attachment was issued had not at the time of the same being executed by seizure and sale notice of any act of bankruptcy committed by the bankrupt, and available against him for adjudication.

As to Discovery of Bankrupt's Property.

96. *Power of court to summon persons before it suspected of having property of bankrupt.*—The court may, on application of the trustee, at any time after an order of adjudication has been made against a bankrupt, summon before it the bankrupt or his wife, or any person whatever known or suspected to have in his possession any of the estate or effects belonging to the bankrupt, or supposed to be indebted to the bankrupt, or any person whom the court may deem capable of giving information respecting the bankrupt, his trade dealings or property, and the court may require any such person to produce any documents in his custody or power relating to the bankrupt, his dealings or property; and if any person so summoned, after having been tendered a reasonable sum, refuses to come before the court at the time appointed, or refuses to produce such documents, having no lawful impediment made known to the court at the time of its sitting and allowed by it, the court may, by warrant addressed as aforesaid, cause such person to be apprehended and brought up for examination.

97. *Examination of parties by court.*—The court may examine upon oath, either by word of mouth or by written interrogatories, any person so brought before it in manner aforesaid concerning the bankrupt, his dealings or property.

98. *Order of court for payment of amount admitted on examination.*—If any person on examination before the court admit he is indebted to the bankrupt, the court may, on the application of the trustee, order him to pay to the trustee, at such time and in such manner as to the court seems expedient, the amount admitted, or any part thereof, either in full discharge of the whole amount in question or not, as the court thinks fit, with or without costs of the examination.

99. *Seizure of property of bankrupt.*—Any person acting under warrant of the court may seize any property of the bankrupt divisible amongst his creditors under this act, and in the bankrupt's custody or possession, or in that of any other person, and with a view to such seizure may break open any house, building, or room of the bankrupt where the bankrupt is supposed to be, or any building or receptacle of the bankrupt where any of his property is supposed to be; and where the court is satisfied that there is reason to believe that property of the bankrupt is concealed in a house or place not belonging to him, the court may, if it thinks fit, grant a search warrant to any constable or prescribed officer of the court, who may execute the same according to the tenor thereof.

Joint and separate Estates.

100. *Power to present petition against one partner.*—Any creditor whose debt is sufficient to entitle him to present a bankruptcy petition against all the partners of a firm may present such petition against any one or more partners of such firm without including the others.

101. *Power to dismiss petition against some respondents only.*—Where there are more respondents than one to a petition, the court may dismiss the petition as to one or more of them, without prejudice to the effect of the petition as against the other or others of them.

102. *Property of partners to be vested in same trustee.*—Where one member of a partnership has been adjudicated a bankrupt, any other petition for adjudication against a member of the same partnership shall be filed in or transferred to the court in which the first-mentioned petition is in course of prosecution, and, unless the court otherwise directs, the property of such last-mentioned member shall vest in the trustee appointed in respect of the property of the first-mentioned member of the partnership, and the court may give such directions for amalgamating the proceedings in respect of the properties of the members of the same partnership as it thinks just.

103. *Joint creditor may prove for purpose of voting.*—If one partner of a firm is adjudged bankrupt, any creditor to whom the bankrupt is indebted jointly with the other partners of the firm, or any of them, may prove his debt for the purpose of voting at any meeting of creditors, and shall be entitled to vote thereat, but shall not receive any dividend out of the separate property of the bankrupt until all the separate creditors have received the full amount of their respective debts.

104. *Joint and separate dividends.*—Where joint and separate properties are being administered, dividends of the joint and separate properties shall, subject to any order to the contrary that may be made by the court on the application of any person interested, be declared together; and the expenses of and inci-

dent to such dividends shall be fairly apportioned by the trustee between the joint and separate properties, regard being had to the work done for and the benefit received by each property.

105. *Suits by trustee and bankrupt's partners.*—Where a member of a partnership is adjudged bankrupt, the court may authorise the trustee, with consent of the creditors, certified by a special resolution, to commence and prosecute any action or suit in the names of the trustee and of the bankrupt's partner; and any release by such partner of the debt or demand to which the action or suit relates shall be void; but notice of the application for authority to commence the action or suit shall be given to such partner, and he may show cause against it, and on his application the court may, if it thinks fit, direct that he shall receive his proper share of the proceeds of the action or suit, and if he does not claim any benefit therefrom he shall be indemnified against costs in respect thereof as the court directs.

Evidence.

106. *Evidence of proceedings at meeting of creditors.*—The registrar, or any other person presiding at a meeting of creditors under this act, shall cause minutes to be kept and duly entered in a book of all resolutions and proceedings of such meeting, and any such minute as aforesaid, if purporting to be signed by the chairman of the meeting at which such resolutions were passed or proceedings had, shall be received as evidence in all legal proceedings; and, until the contrary is proved, every general meeting of the creditors in respect of the proceedings of which minutes have been so made shall be deemed to have been duly held and convened, and all resolutions passed thereat or proceedings had to have been duly passed and had.

107. *Evidence of proceedings in bankruptcy.*—Any petition or copy of a petition in bankruptcy, any order or copy of an order made by any court having jurisdiction in bankruptcy, any certificate or copy of a certificate made by any court having jurisdiction in bankruptcy, any deed or copy of a deed of arrangement in bankruptcy, and any other instrument or copy of an instrument, affidavit, or document made or used in the course of any bankruptcy proceedings, or other proceedings had under this act, may, if any such instrument as aforesaid or copy of an instrument appears to be sealed with the seal of any court having jurisdiction, or purports to be signed by any judge having jurisdiction in bankruptcy under this act, be receivable in evidence in all legal proceedings whatever.

108. *Death of witness.*—In case of the death of the bankrupt or his wife, or of a witness whose evidence has been received by any court in any proceeding under this act, the deposition of the person so deceased, purporting to be sealed with the seal of the court, or a copy thereof purporting to be so sealed, shall be admitted as evidence of the matters therein deposed to.

109. *Bankruptcy courts to have seals.*—Every court having jurisdiction in bankruptcy under this act shall have a seal describing such court in such manner as may be directed by order of the Lord Chancellor, and judicial notice shall be taken of such seal, and of the signature of the judge or registrar of any such court, in all legal proceedings.

Miscellaneous.

110. *Expenses of registrar attending meetings, &c.*—Where a registrar under the authority of this act attends at any place for the purpose of presiding at a meeting of creditors, or of receiving proofs, or of otherwise acting under this act, his travelling and incidental expenses incurred in so doing, and those of any clerk or officer attending him, shall, after being settled by the court, be paid out of the bankrupt's property, if sufficient, and otherwise shall be deemed part of the expenses of the court.

111. *Power of assignee to sue.*—Any person to whom anything in action belonging to the bankrupt is assigned in pursuance of this act may bring or defend any action or suit relating to such thing in action in his own name.

112. *Saving as to joint contracts.*—Where a bankrupt is a contractor in respect of any contract jointly with any other person or persons, such person or persons may sue or be sued in respect of such contract, without the joinder of the bankrupt.

113. *Exemption of deeds, &c., from stamp duty.*—Every deed, conveyance, assignment, surrender, admission, or other assurance relating solely to freehold, leasehold, copyhold, or customary property, or to any mortgage, charge, or other incumbrance on, or any estate, right, or interest in any real or personal property which is part of the estate of any bankrupt, and which after the execution of such deed, conveyance, assignment, surrender, admission, or other assurance, either at law or in equity, is or remains the estate of the bankrupt or of the trustee under the bankruptcy, and every power of attorney, proxy paper, writ, order, certificate, affidavit, bond, or other instrument or writing relating solely to the property of any bankrupt, or to any proceeding under any bankruptcy, shall be exempt from stamp duty (except in respect of fees under this act).

114. *Computation of time.*—Where by this act any limited time from or after any date or event is appointed or allowed for the doing of any act or the taking of any proceeding, then in the computation of such limited time the same shall be taken as exclusive of the day of such date or of the happening of such event, and as commencing at the beginning of the next following day; and the act or proceeding shall be done or taken at latest on the last day of such limited time according to such computation, unless such last day is a Sunday, Christmas-day, Good Friday, or Monday or Tuesday in Easter Week, or a day appointed for public fast, humiliation, or thanksgiving, or a day on which, in pursuance of a notification by the Lord Chancellor under this

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act, the court does not sit, in which case any act or proceeding shall be considered as done or taken in due time if it is done or taken on the next day afterwards, not being one of the days in this section specified.

Where by this act any act or proceeding is directed to be done or taken on a certain day, then if that day happens to be one of the days in this section specified, such act or proceeding shall be considered as done or taken in due time if it is done or taken on the next day afterwards, not being one of the days in this section specified.

115. *Returns by bankruptcy officer.*—The registrars and other officers of the courts acting in bankruptcy shall make to the comptroller in bankruptcy such returns of the business of their respective courts and offices, at such times and in such manner and form as may be prescribed by the rules of court, and from such returns the comptroller shall, in manner prescribed by the rules of court, frame books (which shall be, under the regulations of the rules of court, open for public information and searches), and also a general annual report to the Lord Chancellor, judicial and financial, respecting all matters within this act, which report shall be laid before both Houses of Parliament.

116. *Forfeiture of dividends after five years' non-claim.*—Where any dividends remain unclaimed for five years then and in every such case the same shall be deemed vested in the Crown, and shall be disposed of as the Commissioners of Her Majesty's Treasury direct; provided, that at any time after such vesting the Lord Chancellor or any court authorised by him may, by reason of the disability or absence beyond seas of the person entitled to the sum so vested, or for any other reason appearing to him sufficient, direct that the said sum shall be repaid out of money provided by Parliament.

117. *Removal of bankrupt from trusteeship.*—Where a bankrupt is a trustee within "The Trustee Act, 1850," section thirty-two of that act shall have effect so as to authorise the court to appoint a new trustee in substitution for the bankrupt (whether voluntarily resigning or not), if it appears to the court expedient to do so, and all provisions of that act, and of any other act relative thereto, shall have effect accordingly.

118. *Saving as to debts contracted prior to August, 1861.*—No person, not being a trader, shall be adjudged a bankrupt in respect of a debt contracted before the date of the passing of "The Bankruptcy Act, 1861."

119. *Construction of acts mentioning commission of bankruptcy, &c.*—Where in any act of Parliament, instrument, or proceeding passed, executed, or taken before the commencement of this act mention is made of a commission of bankruptcy or fiat in bankruptcy, the same shall be construed, with reference to the proceedings under a petition for adjudication of bankruptcy, as if a commission of or a fiat in bankruptcy had been actually issued at the time of the presentation of such petition.

PART V.

PERSONS HAVING PRIVILEGE OF PARLIAMENT.

120. *Privilege of Parliament not to prevent adjudication in bankruptcy.*—If a person having privilege of Parliament commits an act of bankruptcy he may be dealt with under this act in like manner as if he had not such privilege.

121. *Vacating of seat in House of Commons.*—If a person, being a member of the Commons House of Parliament, is adjudged bankrupt, he shall be and remain during one year from the date of the order of adjudication incapable of sitting and voting in that House, unless within that time either the order is annulled or the creditors who prove debts under the bankruptcy are fully paid or satisfied.

Provided that such debts (if any) as are disputed by the bankrupt shall be considered, for the purpose of this section, as paid or satisfied if within the time aforesaid he enters into a bond, in such sum and with such sureties as the court approves, to pay the amount to be recovered in any proceeding for the recovery of or concerning such debts, together with any costs to be given in such proceedings.

122. *Certificate of bankruptcy to be given by the court to the Speaker.*—If within the time aforesaid the order of adjudication is not annulled, and the debts of the bankrupt are not fully paid or satisfied as aforesaid, then the court shall, immediately after the expiration of that time, certify the same to the Speaker of the House of Commons, and thereupon the seat of such member shall be vacant.

123. *Speaker to issue new writ.*—Where the seat of a member so becomes vacant the Speaker during a recess of the House, whether by prorogation or by adjournment, shall forthwith, after receiving such certificate, cause notice thereof to be published in the *London Gazette*; and after the expiration of six days after such publication shall (unless the House has met before that day, or will meet on the day of the issue), issue his warrant to the Clerk of the Crown to make out a new writ for electing another member in the room of the member whose seat has so become vacant.

124. *Provisions of 24 Geo. 3, sess. 2, c. 26, extended to case of bankruptcy.*—The powers of the act of the twenty-fourth year of the reign of King George the Third, chapter twenty-six, "to repeal so much of two Acts made in the Tenth and Fifteenth Years of the Reign of His present Majesty as authorises the Speaker of the House of Commons to issue his Warrant to the Clerk of the Crown for making out Writs for the Election of Members to serve in Parliament in the manner therein mentioned; and for substituting other Provisions for the like Purposes" so far as such powers enable the Speaker to nominate and appoint other persons, being members of the House of Commons, to issue warrants

for the making out of new writs during the vacancy of the office of Speaker, or during his absence out of the realm, shall extend to enable him to make the like nomination and appointment for issuing warrants, under the like circumstances and conditions, for the election of a member in the room of any bankrupt member whose seat becomes vacant under this act.

PART VI.

LIQUIDATION BY ARRANGEMENT.

Regulations.

125. *Regulations as to liquidation by arrangement.*—The following regulations shall be made with respect to the liquidation by arrangement of the affairs of the debtor:

- (1.) A debtor unable to pay his debts may summon a general meeting of his creditors, and such meeting may, by a special resolution as defined by this act, declare that the affairs of the debtor are to be liquidated by arrangement and not in bankruptcy, and may at that or some subsequent meeting, held at an interval of not more than a week, appoint a trustee, with or without a committee of inspection.
- (2.) All the provisions of this act relating to a first meeting of creditors, and to subsequent meetings of creditors in the case of a bankruptcy, including the description of creditors entitled to vote at such meetings, and the debts in respect of which they are entitled to vote, shall apply respectively to the first meeting of creditors, and to subsequent meetings of creditors, for the purposes of this section, subject to the following modifications:
 - (a.) That every such meeting shall be presided over by such chairman as the meeting may elect; and
 - (b.) That no creditor shall be entitled to vote until he has proved by a statutory declaration a debt provable in bankruptcy to be due to him, and the amount of such debt, with any prescribed particulars; and any person wilfully making a false declaration in relation to such debt shall be guilty of a misdemeanor.
- (3.) The debtor, unless prevented by sickness or other cause satisfactory to such meeting, shall be present at the meeting at which the special resolution is passed, and shall answer any inquiries made of him, and he, or if he is so prevented from being at such meeting some one on his behalf, shall produce to the meeting a statement showing the whole of his assets and debts, and the names and addresses of the creditors to whom his debts are due.
- (4.) The special resolution, together with the statement of the assets and debts of the debtor, and the name of the trustee appointed, and of the members, if any, of the committee of inspection, shall be presented to the registrar, and it shall be his duty to inquire whether such resolution has been passed in manner directed by this section, but if satisfied that it was so passed, and that a trustee has been appointed with or without a committee of inspection, he shall forthwith register the resolution, and the statement of the assets and debts of the debtor, and such resolution and statement shall be open for inspection on the prescribed conditions, and the liquidation by arrangement shall be deemed to have commenced as from the date of the appointment of the trustee.
- (5.) All such property of the debtor as would, if he were made bankrupt, be divisible amongst his creditors shall, from and after the date of the appointment of a trustee, vest in such trustee under a liquidation by arrangement, and be divisible amongst the creditors, and all such settlements, conveyances, transfers, charges, payments, obligations, and proceedings as would be void against the trustee in the case of a bankruptcy shall be void against the trustee in the case of liquidation by arrangement.
- (6.) The certificate of the registrar in respect of the appointment of any trustee in the case of a liquidation by arrangement shall be of the same effect as a certificate of the court to the like effect in the case of a bankruptcy.
- (7.) The trustee under a liquidation shall have the same powers, and perform the same duties, as a trustee under a bankruptcy, and the property of the debtor shall be distributed in the same manner as in a bankruptcy; and with the modification hereinafter mentioned all the provisions of this act shall, so far as the same are applicable, apply to the case of a liquidation by arrangement in the same manner as if the word "bankrupt" included a debtor whose affairs are under liquidation, and the word "bankruptcy" included liquidation by arrangement; and in construing such provisions the appointment of a trustee under a liquidation shall, according to circumstances, be deemed to be equivalent to and a substitute for the representation of a petition in bankruptcy, or the service of such petition or an order of adjudication in bankruptcy.
- (8.) The creditors at their first or any general meeting may prescribe the bank into which the trustee is to pay any moneys received by him, and the sum which he may retain in his hands.
- (9.) The provisions of this act with respect to the close of the bankruptcy discharge of a bankrupt, to the release of the trustee, and to the audit of accounts by the comptroller shall not apply in the case of a debtor whose

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affairs are under liquidation by arrangement; but the close of the liquidation may be fixed, and the discharge of the debtor and the release of the trustee may be granted by a special resolution of the creditors in general meeting, and the accounts may be audited in pursuance of such resolution, at such time and in such manner and upon such terms and conditions as the creditors think fit.

- (10.) The trustee shall report to the registrar the discharge of the debtor, and a certificate of such discharge given by the registrar shall have the same effect as an order of discharge given to a bankrupt under this act.
- (11.) Rules of court may be made in relation to proceedings on the occasion of liquidation by arrangement in the same manner and to the same extent and of the same authority as in respect of proceedings in bankruptcy.
- (12.) If it appear to the court on satisfactory evidence that the liquidation by arrangement cannot, in consequence of legal difficulties, or of there being no trustee for the time being, or for any sufficient cause, proceed without injustice or undue delay to the creditors or to the debtor, the court may adjudge the debtor a bankrupt, and proceedings may be had accordingly.
- (13.) Where no committee of inspection is appointed the trustee may act on his own discretion in cases where he would otherwise have been bound to refer to such committee.
- (14.) In calculating a majority on a special resolution for the purposes of this section, creditors whose debts amount to sums not exceeding ten pounds shall be reckoned in the majority in value, but not in the majority in number.

PART VII.

COMPOSITION WITH CREDITORS.

Regulations.

126. *Regulations as to composition by creditors.*—The creditors of a debtor unable to pay his debts may, without any proceedings in bankruptcy, by an extraordinary resolution, resolve that a composition shall be accepted in satisfaction of the debts due to them from the debtor.

An extraordinary resolution of creditors shall be a resolution which has been passed by a majority in number and three-fourths in value of the creditors of the debtor, assembled at a general meeting to be held in the manner prescribed, of which notice has been given in the prescribed manner, and has been confirmed by a majority in number and value of the creditors assembled at a subsequent general meeting, of which notice has been given in the prescribed manner, and held at an interval of not less than seven days nor more than fourteen days from the date of the meeting at which such resolution was first passed.

In calculating a majority for the purposes of a composition under this section, creditors whose debts amount to sums not exceeding ten pounds shall be reckoned in the majority in value, but not in the majority in number, and the value of the debts of secured creditors shall, as nearly as circumstances admit, be estimated in the same way, and the same description of creditors shall be entitled to vote at such general meetings as in bankruptcy.

The debtor, unless prevented by sickness or other cause satisfactory to such meetings, shall be present at both the meetings at which the extraordinary resolution is passed, and shall answer any inquiries made of him, and he, or if he is so prevented from being at such meetings some one on his behalf, shall produce to the meetings a statement showing the whole of his assets and debts, and the names and addresses of the creditors to whom such debts respectively are due.

The extraordinary resolution, together with the statement of the debtor as to his assets and debts, shall be presented to the registrar, and it shall be his duty to inquire whether such resolution has been passed in manner directed by this section, and if satisfied that it has been so passed he shall forthwith register the resolution and statement of assets and debts, but until such registration has taken place such resolution shall be of no validity; and any creditor of the debtor may inspect such statement at prescribed times, and on payment of such fee, if any, as may be prescribed.

The creditors may, by an extraordinary resolution, add to or vary the provisions of any composition previously accepted by them, without prejudice to any persons taking interests under such provisions who do not assent to such addition or variation; and any such extraordinary resolution shall be presented to the registrar in the same manner and with the same consequences as the extraordinary resolution by which the composition was accepted in the first instance.

The provisions of a composition accepted by an extraordinary resolution in pursuance of this section shall be binding on all the creditors whose names and addresses, and the amount of the debts due to whom, are shown in the statement of the debtor, produced to the meetings at which the resolution has passed, but shall not affect or prejudice the rights of any other creditors.

Where a debt arises on a bill of exchange or promissory note, if the debtor is ignorant of the holder of any such bill of exchange or promissory note, he shall be required to state the amount of such bill or note, the date on which it falls due, the name of the acceptor or person to whom it is payable, and any other particulars within his knowledge respecting the same, and the insertion of such particulars shall be deemed a sufficient description of

the creditor of the debtor in respect of such debt, and any mistake made inadvertently by a debtor in the statement of his debts may be corrected after the prescribed notice has been given, with the consent of a general meeting of his creditors.

The provisions of any composition made in pursuance of this section may be enforced by the court on a motion made in a summary manner by any person interested, and any disobedience of the order of the court made on such motion shall be deemed to be a contempt of court.

Rules of court may be made in relation to proceedings on the occasion of the acceptance of a composition by an extraordinary resolution of creditors in the same manner and to the same extent and of the same authority as in respect of proceedings in bankruptcy.

If it appears to the court on satisfactory evidence that a composition under this section cannot, in consequence of legal difficulties, or for any sufficient cause proceed without injustice or undue delay to the creditors or to the debtor, the court may adjudge the debtor a bankrupt, and proceedings may be had accordingly.

127. *Registration of resolutions of creditors conclusive in certain cases.*—The registration by the registrar of a special resolution of the creditors on the occasion of a liquidation by arrangement under Part VI. of this act, or of an extraordinary resolution of the creditors on the occasion of a composition under the Seventh Part of this act, shall, in the absence of fraud, be conclusive evidence that such resolutions respectively were duly passed and all the requisitions of this act in respect of such resolutions complied with.

PART VII. TEMPORARY PROVISIONS.

Bankruptcy Courts.

128. *Commissioners of London Bankruptcy Court to cease to hold offices.*—Such one of the present commissioners of the London Bankruptcy Court as may be chosen by Her Majesty shall be the first Chief Judge in the London Bankruptcy Court as constituted under this act, and shall, as to tenure of office, salary, pension, and all other privileges except his title, continue in the same position in all respects as if his office had not been abolished by this act; but, save as aforesaid, from and after the commencement of this act the present commissioners of the London Bankruptcy Court shall cease to hold their offices.

129. *Transfer of officers of existing court to new Court of Bankruptcy.*—The chief registrar, registrars, accountant in bankruptcy, taxing masters, official assignees, messengers, and all other officers holding offices or employed in the existing London Bankruptcy Court, herein called the Old London Bankruptcy, at the commencement of this act, shall, unless the Lord Chancellor otherwise directs, be attached to the London Bankruptcy Court as constituted under this act, herein called the New London Bankruptcy Court. The officers so attached shall have the same relative rank, hold their offices by the same tenure and upon the same terms and conditions, and receive the same salaries as heretofore. The Lord Chancellor may by order make provision for winding-up such portion of the business pending in the said old Bankruptcy Court as cannot conveniently be transferred to the new Bankruptcy Court, and for transferring to such last-mentioned court any business capable of being conveniently transferred, and every officer attached to such last-mentioned court shall conform to any order so made by the Lord Chancellor. The Lord Chancellor may by order distribute the business to be performed in the said new Bankruptcy Court amongst the several officers attached thereto in such manner as he may think just, and such officers shall perform such duties in relation to such business as may be directed by the Lord Chancellor, with this qualification, that the duties required to be performed by them shall be the same or duties analogous to those which they have hitherto performed in the old Bankruptcy Court. The Lord Chancellor may at any time by order release from the performance of any duties in the new Bankruptcy Court any officer of the old Bankruptcy Court whose services he may deem unnecessary, and the office held by such person shall be deemed to be abolished unless it be an office required to be continued in pursuance of the provisions of this act relating to the constitution of the new Bankruptcy Court. Any person so released shall, whether his office be altogether abolished or not, be entitled to compensation in the same manner in all respects as if his office had been abolished.

130. *Abolition of country district courts of bankruptcy.*—From and after the commencement of this act the country district courts of bankruptcy shall be abolished, and the commissioners, registrars, official assignees, messengers, ushers, clerks, and officers of the said courts respectively shall cease to hold their offices.

Such part of the business pending in any country district court of bankruptcy as the Lord Chancellor thinks fit shall be disposed of by the registrar of that court (who shall for that purpose continue to have and discharge all his powers and authorities, rights and duties), and the residue of that business shall be transferred to the London Bankruptcy Court, or to such County Court or County Courts as the Lord Chancellor, by order before or after its abolition, thinks fit to direct; but, subject as aforesaid, the office of any registrar in such country district court shall be abolished.

All books, papers, documents, and money in the custody or control of any such commissioners, registrars, official assignees, messengers, ushers, clerks, and officers, as such, shall be transferred to such courts or persons as the Lord Chancellor may direct. The Lord Chancellor shall also by order declare the

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person or persons in whom any property vested in any official assignee or other officer as such of any county district court hereby abolished is to vest, and such property shall vest accordingly.

131. *Compensation to officers.*—The Commissioners of Her Majesty's Treasury may, on the petition of any person whose office or employment is abolished by or under this act, on the commencement of this act or on any other event, inquire whether any, and, if any, what compensation ought to be made to the petitioner, regard being had to the conditions on which his appointment was made, the nature of his office or employment and the duration of his service; and if they think that his claim to compensation is established, may award to him, out of moneys to be provided by Parliament, such compensation, by annuity or otherwise, as under the circumstances of the case they think just and reasonable; provided that when any such person held his office during good behaviour, or during good behaviour subject only to removal by the Lord Chancellor by order, for some sufficient reason to be stated in such order, the Lord Chancellor may, with the approval of the Commissioners of the Treasury, award under special circumstances an amount equal to the salary of any such person; and in every other case the sum awarded shall not be less than two-thirds of the salary of such person.

132. *Persons to be selected whose office is abolished by act.*—Every person appointed to any office or employment created by this act shall in the first instance be selected from the persons whose office or employment is abolished by this act, unless, in the opinion of the Lord Chancellor, none of the last-mentioned persons are fit for such office or employment.

133. *Subsequent appointment to be notified to the Treasury.*—When any subsequent vacancy occurs in any office or employment created by this act, and such vacancy is not filled up by the appointment of a person in the receipt of compensation under this act, no permanent appointment shall be made until notice of the vacancy has been given to the Treasury, and until the Lord Chancellor has determined that no person in receipt of compensation under this act is fit for such office or employment.

134. *Nominations to be by Lord Chancellor.*—The Lord Chancellor may nominate or appoint any commissioner whose office has been abolished under this act to some other judicial office of equal or greater salary for which he may be deemed fit by the Lord Chancellor, and to which he is entitled to nominate or appoint, and may nominate or appoint any other person whose office or employment has been abolished by this act, whom he may deem fit to fill a vacancy in any office or employment created by this act, of equal or greater salary, to which he is entitled to nominate or appoint, provided that the person appointed be in the receipt of compensation or superannuation allowance equal to the amount of his salary at the time of the abolition of his office; and if the commissioner or other person so nominated or appointed declines to accept such office or employment, or neglects to execute the duties thereof satisfactorily, being in a competent state of health, he shall forfeit his right to the compensation or superannuation allowance which may have been granted to him, or which he might otherwise be entitled to receive, unless he shall satisfy the Lord Chancellor that the office is one not suitable to his position, regard being had to his former office.

135. *Acceptance of public employment by annuitants.*—If any person to whom a compensation annuity is granted under this act accepts any public employment, he shall, during the continuance of that employment, receive only so much (if any) of that annuity as, with the remuneration of that employment, will amount to a sum not exceeding the salary or emoluments in respect of the loss whereof the annuity was awarded, and if the remuneration of that employment is equal to or greater than such salary or emoluments, the annuity shall be suspended so long as he received that remuneration.

136. *Superannuation of registrars, &c.*—The registrars, clerks, and other persons holding their offices at the passing of this act who may be continued in their offices, shall, on their retirement therefrom, be allowed such superannuation as they would have been entitled to receive if this act had not been passed, and they had continued in their offices under the existing acts; and any other registrar, officer, or person appointed to any office under this act may be allowed superannuation in pursuance of the provisions of "The Superannuation Act of 1859."

SCHEDULES.

SCHEDULE I.

DESCRIPTION OF TRADERS.

Alum makers, apothecaries, auctioneers, bankers, bleachers, brokers, brickmakers, builders, calenderers, carpenters, carriers, cattle or sheep salesmen, coach proprietors, cowkeepers, dyers, fullers, keepers of inns, taverns, hotels, or coffee houses, lime-burners, livery stable keepers, market gardeners, millers, packers, printers, sharebrokers, shipowners, shipwrights, stockbrokers, stockjobbers, victuallers, warehousemen, wharfingers, persons using the trade or profession of a scrivener, receiving other men's moneys or estates into their trust or custody, persons insuring ships or their freight or other matters against perils of the sea, persons using the trade of merchandise by way of bargaining, exchange, bartering, commission, consignment, or otherwise, in gross or by retail, and persons who, either for themselves or as agents or factors for others, seek their living by buying and selling or buying and letting for hire goods or commodities, or by

the workmanship or the conversion of goods or commodities; but a farmer, grazier, common labourer, or workman for hire shall not, nor shall a member of any partnership, association, or company which cannot be adjudged bankrupt under this act, be deemed as such a trader for the purposes of this act.

SCHEDULE II.

LIST OF METROPOLITAN COUNTY COURTS.

The Bloomsbury County Court of Middlesex.
The Bow County Court of Middlesex.
The Brompton County Court of Middlesex.
The Clerkenwell County Court of Middlesex.
The Lambeth County Court of Surrey.
The Marylebone County Court of Middlesex.
The Shoreditch County Court of Middlesex.
The Southwark County Court of Surrey.
The Westminster County Court of Middlesex.
The Whitechapel County Court of Middlesex.

32 & 33 VICT. CAP. 72.

An Act to amend "The Drainage and Improvement of Lands (Ireland) Act, 1863;" and to afford further Facilities for the Purposes thereof.—[9th August, 1869.]

32 & 33 VICT. CAP. 73.

An Act to alter and amend "The Telegraph Act, 1868."—[9th August, 1869.]

32 & 33 VICT. CAP. 74.

An Act to extend the Period for the Repayment of Advances of Public Money for the Construction of certain Public Works in Ireland, and also to incorporate the Commissioners of Public Works in Ireland for certain Purposes, and to vest in the said Commissioners Lands and Premises held on Public Trusts.—[9th August, 1869.]

32 & 33 VICT. CAP. 75.

An Act to regulate and extend the Jurisdiction of Her Majesty's Consul at Zanzibar in Regard to Vessels captured on Suspicion of being engaged in the Slave Trade; and for other Purposes relating thereto.—[9th August, 1869.]

32 & 33 VICT. CAP. 76.

An Act for providing the final Sum necessary to be raised by Loan towards carrying on the Works now in Course of Construction for the Protection of the Royal Arsenal and Dockyards and the Harbours of Dover and Portland, and for authorising the Abandonment of that Portion of the Works already sanctioned by Parliament which has not been yet commenced.—[9th August, 1869.]

32 & 33 VICT. CAP. 77.

An Act for making better Provision for the Erection of a Lighthouse on the Great Basses Rock in the Colony of Ceylon; and for other Purposes connected therewith.—[9th August, 1869.]

CRIMINAL LUNATICS ACT.

32 & 33 VICT. CAP. 78.

An Act to amend the Law relating to Criminal Lunatics.—[9th August, 1869.]

Whereas by the sixth section of "The Criminal Lunatics Act, 1867," it is enacted, "that where the term of punishment awarded to any criminal lunatic confined in any asylum or other place of confinement for criminal lunatics expires before such evidence of his sanity has been given as justifies his being discharged, such consequences shall ensue as are thereafter mentioned:" And whereas doubts are entertained whether such section extends to criminal lunatics whose terms of punishment have expired previously to the passing of the said act, and it is expedient to remove such doubts:

Be it enacted by the Queen's most excellent Majesty, by and with the advice and consent of the Lords spiritual and temporal, and Commons, in this present Parliament assembled, and by the authority of the same, as follows:

Preliminary.

Sect. 1. *Short title.*—This act may be cited as "The Criminal Lunatics Act, 1869."

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2. *Application of sect. 6 of 30 & 31 Vict. c. 12.*—It is hereby declared that the sixth section of "The Criminal Lunatics Act, 1867," does apply and shall be deemed to have applied from the date of the passing thereof to criminal lunatics whose terms of punishment expired before the date of the passing of such act in the same manner, so far as circumstances admit, as if their terms of punishment had expired subsequently to the passing of such act, and all orders made and acts done previously to the passing of this act in respect of or to criminal lunatics whose terms of punishment expired before the passing of the said "Criminal Lunatics Act, 1867," shall be valid accordingly; but no parish or place upon which any order may have been or shall be made for, or which shall be otherwise chargeable with, the maintenance of any criminal lunatic under the sixth section of the said act shall be liable to make good or refund any sum of money which may have been theretofore expended by any other parish or place on account of the maintenance of such lunatic.

32 & 33 VICT. CAP. 79.

An Act to enable Corporate and other Public Bodies in Ireland to grant Superannuation Allowances to Officers in their Service in certain Cases.—[9th August, 1869.]

32 & 33 VICT. CAP. 80.

An Act to amend "The Militia (Ireland) Act, 1854," as to providing Houses or Places for the keeping of the Arms, Accoutrements, Clothing, or other Stores of the Militia when not embodied.—[9th August, 1869.]

THE VOLUNTEER ACT.

32 & 33 VICT. CAP. 81.

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An Act to amend "The Volunteer Act, 1863."—[9th August, 1869.]

Be it enacted by the Queen's most excellent Majesty, by and with the advice and consent of the Lords spiritual and temporal, and Commons, in this present Parliament assembled, and by the authority of the same, as follows:

Sect. 1. *Short title.*—This act may be cited as "The Volunteer Act, 1869."

2. *This act to be construed with 26 & 27 Vict. c. 65.*—This act shall be construed as one with "The Volunteer Act," 1863, in this act referred to as the principal act, and that act and this act may be cited together as "The Volunteer Acts, 1863 and 1869."

3. *Remedy for non-delivery of arms, &c., on demand.*—Where any person neglects or refuses, on demand made as hereinafter mentioned, to deliver up any property (whether arms, clothing, appointments, ammunition, or public stores,) which is public property, or the property of a volunteer corps or administrative regiment, and has been issued to such person or is in his possession or keeping as an officer or volunteer, any justice of the peace may, upon reasonable ground being shown for a suspicion that the property is to be found on any premises, issue a warrant under his hand empowering the person therein named to enter upon such premises and search for the property, and the person so empowered may enter and search accordingly, and shall seize such property, if found, and remove the same with all convenient speed to such place as may be directed by the Secretary of State, person, officer, or adjutant who made the demand.

Notwithstanding any such seizure and removal, the same penalty may be enforced against any person, and the value of any such property may be recovered from the person neglecting or refusing as aforesaid, in the same manner as it might have been under the principal act if this act had not passed.

The jurisdiction under this section may be exercised by any sheriff or magistrate who under the principal act has jurisdiction with respect to the recovery of a penalty.

4. *Mode of making demand.*—A demand may be made for the purposes of this act by the following persons, viz.:—

- (1.) In any case by one of Her Majesty's Principal Secretaries of State or any person authorised in writing by him.
- (2.) In the case of any volunteer and any officer of inferior rank to the person making the demand, by the commanding officer or adjutant of the volunteer corps or administrative regiment to which such property belongs, or to which such volunteer or officer belongs.

The demand may be made by the delivery of a written notice to the person upon whom the demand is made, or by leaving the same at his usual or last known place of abode, or, if no such abode is known, by affixing the same at the orderly room of the corps or regiment to which he belongs or belonged, or at the place where notices relating to such corps or regiment are usually affixed.

5. *Wrongful pawning of arms, &c., by volunteers.*—Section twenty-nine of the principal act, which relates to the wrongful buying and selling of any property (whether arms, clothing, appointments, ammunition, or public stores,) which is public property or the property of a corps or administrative regiment shall extend to the pawning and taking in pawn of such property; and the said section shall be construed as if the words "buy," "sell," and "selling" included take in pawn, and pawning respectively.

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6. *Appearance of commanding officer by adjutant, &c.*—The commanding officer of any corps or administrative regiment may appear in any County Court or before any justice, sheriff, or magistrate, by the adjutant or sergeant-major of such corps or regiment, or any member of the staff of the corps or regiment authorised in writing under the hand of such commanding officer.

32 & 33 VICT. CAP. 82.

An Act to amend the Metropolitan Building Act, 1855.—
[9th August, 1869.]

BANKRUPTCY REPEAL AND INSOLVENT COURT ACT.

32 & 33 VICT. CAP. 83.

An Act to provide for the Winding-up of the Business of the late Court for the Relief of Insolvent Debtors in England, and to repeal Enactments relating to Insolvency, Bankruptcy, Imprisonment for Debt, and Matters connected therewith.—[9th August, 1869.]

Whereas it is expedient to provide for the winding-up of the business of the late court for the relief of insolvent debtors in England:

And whereas the enactments described in the schedule to this act relate to insolvency or bankruptcy, or imprisonment for debt, or to matters connected therewith, and the same either have ceased to be in force, or on the commencement of divers acts of the present session will cease to be in force, and it is therefore expedient that the same be expressly repealed:

Be it therefore enacted by the Queen's most excellent Majesty by and with the advice and consent of the Lords spiritual and temporal, and Commons, in this present Parliament assembled, and by the authority of the same, as follows:

Preliminary.

Sect. 1. *Short title.*—This act may be cited as "The Bankruptcy Repeal and Insolvent Court Act, 1869."

2. *Commencement of act.*—This act shall not come into operation until the day on which "The Bankruptcy Act, 1869, comes into operation, which day is hereinafter referred to as the commencement of this act.

PART I.

Temporary Provisions respecting Insolvent Debtors.

3. *Construction of part of act.*—Words and expressions defined or explained in "The Bankruptcy Act, 1869," shall have the same meaning in this part of this act.

4. *Jurisdiction of Insolvent Debtors Court and of County Courts.*—The Court of Bankruptcy in London shall have all the jurisdiction, powers, and authorities possessed at the commencement of "The Bankruptcy Act, 1861," by the late Court for the Relief of Insolvent Debtors in England (in this part of this act called the late Insolvent Debtors Court), in relation to all matters then pending in that court, and not completed at the commencement of this act, and all matters at the commencement of this act pending in that court or in the County Courts under the acts for the relief of insolvent debtors shall (subject to the express provisions of this part of this act) be continued and completed therein as if this act had not been passed.

5. *General rules to be made by court.*—Rules of court may be made in manner provided by "The Bankruptcy Act, 1869," for the effectual execution of this part of this act and of the objects thereof, and the regulation of the practice and procedure in proceedings thereunder, and the provisions of "The Bankruptcy Act, 1869," with respect to the making of rules of court shall apply accordingly.

Until rules have been made in pursuance of this section, and so far as such rules do not extend, the principles, practice, and rules on which courts having jurisdiction in insolvency have heretofore acted in dealing with insolvency proceedings shall be observed.

6. *Delegation of authority by court.*—The judge of any court exercising jurisdiction under this part of this act may delegate to the registrar or to any other officer of his court such of the powers vested in him under this part of this act as are allowed by the rules of court to be so delegated.

7. *Saving for liability under Insolvent Debtors Acts.*—Where a bankrupt has before adjudication of bankruptcy taken the benefit of any act for the relief of insolvent debtors, nothing in "The Bankruptcy Act, 1869," shall interfere with the operation of the act of which he so took the benefit, in respect of the liability of property acquired after his discharge under that act, if and so far as any such liability would have existed if "The Bankruptcy Act, 1869," had not been passed.

8. *Provision for duties of provisional assignee.*—The person at the passing of this act holding the office of provisional and official assignee of the estates and effects of insolvent debtors shall be deemed to have been duly appointed, and shall (subject to the provisions of this act) continue, on the same terms on which he then holds that office, to perform the duties imposed on him by or under "The Bankruptcy Act, 1861," or any other act. If a vacancy occurs in that office at any time after the passing of this act, the Lord Chancellor may appoint a fit person to perform the remaining duties thereof, who shall receive such remuneration as the Lord Chancellor, with the con-

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currence of the Commissioners of Her Majesty's Treasury, from time to time directs, and the person so appointed shall have all the powers and authorities of the person who is at the passing of this act the provisional and official assignee; and all estates, rights, and effects vested at the time of the vacancy in the provisional and official assignee shall, by virtue of such appointment, become vested in the person so appointed, and the like appointment on a vacancy shall be made and the like vesting shall have effect from time to time as occasion requires.

9. *Receiver of Insolvent Debtors Court.*—The provisional and official assignee of the estates and effects of insolvent debtors and the person for the time being appointed to perform the remaining duties of that office shall also be styled the receiver of the late Insolvent Debtors Court, and as such he shall act in such manner in relation to the receipt and custody of money paid to him or into court in respect of the estates of insolvent debtors, and to the payment thereof out of court, and give such security, as may be from time to time prescribed by the rules of court.

The accounts of the provisional and official assignee and receiver may be audited by such person and in such manner and at such times as may be prescribed by the rules of court.

10. *Clerks and officers of Insolvent Debtors Court.*—The taxing master, clerks, and persons (other than the provisional and official assignee) at the commencement of this act discharging duties connected with the late Insolvent Debtors Court shall continue to discharge the same duties as at the commencement of this act; and every such clerk and person appointed before the commencement of "The Bankruptcy Act, 1861," shall hold his appointment during good behaviour, but may be removed by the Lord Chancellor, by order, for some sufficient reason therein stated. If a vacancy happens in the place of any clerk or person to whom this section relates, the Lord Chancellor may, if he thinks fit, with the concurrence of the Commissioners of Her Majesty's Treasury, employ a fit person to discharge the duties of that place; and in the event of the duties of any such first-named clerk or person ceasing, he shall, if the Lord Chancellor thinks fit, be appointed to discharge similar duties in the Court of Bankruptcy in London in case his services are required in that behalf, and if not so appointed his office shall be abolished, and he shall be awarded the same compensation as if his office had been abolished by "The Bankruptcy Act, 1869."

11. *Salary of provisional assignee.*—The person who is at the passing of this act the provisional and official assignee shall as long as he remains in office receive the same salary as at the commencement of this act.

12. *Salaries of clerks and officers of court.*—The clerks and persons (other than the provisional and official assignee) who under this act discharge duties connected with the late Insolvent Debtors Court shall as long as they discharge such duties continue to receive the same salaries as at the commencement of this act.

13. *Saving for right to superannuation allowance, &c.*—Nothing in "The Bankruptcy Act, 1869," or this act shall deprive any person holding at the commencement of this act any office or place in the late Insolvent Debtors Court of any benefit to which at or after the commencement of this act he is or may become entitled by virtue of any act relating to superannuation allowances; and the service of any such person in the Court of Bankruptcy in London shall, in relation to superannuation allowance, retiring pension, and compensation annuity on abolition of office, be equivalent to service in the late Insolvent Debtors Court; and nothing in this part of this act shall prevent any person from being deemed an officer of the Court of Bankruptcy who would have been deemed such if this part of this act had not been enacted.

14. *Winding-up of insolvency business.*—1 & 2 Vict. c. 110.—For the purpose of winding-up and terminating as quickly as possible all matters at the commencement of this act pending in the late Insolvent Debtors Court and in County Courts under the acts for the relief of insolvent debtors, the judges of the courts in which the same are pending shall from time to time order the provisional and official assignee of the estates and effects of insolvent debtors or the person for the time being appointed to perform the remaining duties of that office, to institute and carry on such proceedings, either at law or in equity, as the judges direct for compelling creditors, assignees, and others to account for and pay to the receiver of the late Insolvent Debtors Court assets belonging to the estates of insolvent debtors, and those judges shall have for that purpose all such powers and authorities as were vested in the late Insolvent Debtors Court in cases where the court was dissatisfied with the account of an assignee.

15. *Termination of insolvency cases.*—For the purpose of winding-up and terminating all matters which at the commencement of this act may be pending in the late Insolvent Debtors Court and in County Courts under the acts for the relief of insolvent debtors, the following provision shall have effect; namely

- (1.) Every insolvency shall at the expiration of twelve months from the commencement of this act or at the expiration of twenty years from the date of the filing of the petition (whichever last happens) be closed:
- (2.) Before the expiration of the said twelve months or twenty years, as the case may be, any assignee, creditor, or other person interested in an insolvency may apply in the prescribed manner to the court in which it is pending to have the close of such insolvency postponed, and the judge of such court, on sufficient cause being shown for the postponement, may, subject to the rules of court, postpone such close for such period and on such terms and conditions (if any) as he thinks just:

(3.) If the close is postponed the same proceedings may be had before the expiration of the period of postponement as is provided by this section before the expiration of the said twenty years :

(4.) If sufficient cause for postponement is not shown before the expiration of the said twelve months, or twenty years, or the period of postponement (as the case may be), or of such further period as may, subject to the rules of court, be allowed for an application by the court in which the case is pending, the insolvency shall at the expiration of the said times be *ipso facto* closed, and thereupon the insolvent or the heirs, devisees, or personal representatives of the insolvent (if he is dead) shall be in the same position and have the same rights in all respects as if the insolvent had been bankrupt, and had at the date of the closing obtained his discharge under "The Bankruptcy Act, 1869 :"

(5.) The term insolvency in this section includes any proceeding taken to obtain protection under the act of the session of the fifth and sixth years of Her Majesty's reign, chapter one hundred and sixteen.

16. *Authorities to be cumulative.*—The powers and authorities originally conferred by this part of this act on the Court of Bankruptcy in London and the County Courts shall be deemed to be in addition to and not in abridgment of or substitution for the powers and authorities vested in them under the acts for the relief of insolvent debtors.

17. *Account of Insolvent Debtors Court.*—The receiver of the late Insolvent Debtors Court shall keep an account to be intitled "The Account of the late Insolvent Debtors Court," and there shall be transferred to that account the account kept at the passing of this act by the accountant in bankruptcy, intituled the purposes of the twenty-sixth section of "The Bankruptcy Act, 1861," and so much of the accounts kept by the said accountant, intituled respectively the general account of bankrupts' estates and the unclaimed dividend account, as relates to insolvent debtors, and so much of the cash and securities left standing in the name of the said accountant under the provisions of any act passed in the present session respecting the funds of the Court of Bankruptcy as represents part of the sums standing to the credit of the accounts so transferred shall be transferred into the name of the receiver of the late Insolvent Debtors Court to the account of the late Insolvent Debtors Court, and all the provisions of any such act relating to the accountant in bankruptcy shall extend, *mutatis mutandis*, to the receiver of the late Insolvent Debtors Court.

18. *Application of Insolvent Debtors Court account.*—The sums for the time being standing to the account of the late Insolvent Debtors Court shall be subject to the orders of the Court of Bankruptcy in London for payment of any dividend, or distribution of any money, in the matter to which any part thereof originally belonged, and for payment of any money paid into the late Insolvent Debtors Court and appearing to be unaccounted for or not duly appropriated, and for indemnifying every existing and past provisional and official assignee, and every person appointed to perform the remaining duties of the office of provisional and official assignee, and their respective estates, against costs and expenses incurred or to be incurred in any action, suit, or proceeding.

19. *Vesting of dividends after six years' non-claim.*—All dividends declared in any court acting under the acts relating to bankruptcy or the relief of insolvent debtors which remain unclaimed for five years after the commencement of this act, if declared before that commencement, and for five years after the declaration of the dividend if declared after the commencement of this act, and all undivided surpluses of estates administered under the jurisdiction of such court which remain undivided for five years after the declaration of a final dividend in the case of bankruptcy, or for five years after the close of an insolvency under this act, shall be deemed vested in the Crown, and shall be disposed of as the Commissioners of Her Majesty's Treasury direct; provided that at any time after such vesting the Lord Chancellor may, if he thinks fit, by reason of the disability or absence beyond seas of the person entitled to the sum so vested, or for any other reason appearing to him sufficient, direct that the sum so vested shall be repaid out of moneys provided by Parliament, and shall be distributed as it would have been if there had been no such vesting.

PART II.

REPEAL.

20. *Enactments described in schedule repealed.*—The enactments described in the schedule to this act are hereby repealed; but this repeal shall not affect the past operation of any such enactment, or revive any court, office, jurisdiction, authority, or thing abolished by any such enactment, or affect the validity or invalidity of anything done or suffered before the commencement of this act, or any right, title, obligation, or liability accrued or restriction imposed before the commencement of this act, by or under any such enactment, or affect any principle or rule of law derived from any enactment contained in the first and secondly mentioned acts in the schedule to this act; nor shall this repeal interfere with the prosecution or affect the course of any legal proceeding pending in bankruptcy or otherwise under any such enactment before the commencement of this act; but subject to the provisions of "The Bankruptcy Act, 1869," and "The Debtors Act, 1869," such proceedings shall be prosecuted as if this act had not passed; nor shall this repeal interfere with the institution or prosecution of any proceeding

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in respect of any offence committed against, or any penalty or forfeiture incurred under, any enactment hereby repealed.

SCHEDULE.

Enactments repealed.

13 Ewd. 1 (Stat. West. 2), c. 11.	The masters' remedy against their servants and other accountants.
25 Edw. 3, Stat. 5, c. 17.	Process of exigent in debt, detinue, and replevin.
12 Geo. 1, c. 29 In part.	An Act to prevent Frivolous and Vexatious Arrests ... Sections one and two.
19 Geo. 3, c. 70 In part.	An Act for extending the Provisions of an Act made in the Twelfth Year of the Reign of King George the First, intituled "An Act to prevent Frivolous and Vexatious Arrests"; and for other Purposes ... Sections one, two, and three, and so much of section four as relates to execution against the person of a defendant, and to detaining a defendant.
43 Geo. 3, c. 46 In part.	An Act for the more effectual Prevention of Frivolous and Vexatious Arrests and Suits, and to authorise the levying of Poundage upon Executions in certain Cases ... Sections one, two, three, and six, so far as they relate to England.
48 Geo. 3, c. 123	An Act for the Discharge of Debtors in Execution for Small Debts from Imprisonment in certain Cases.
52 Geo. 3, c. 144	An Act to suspend and finally vacate the Seats of Members of the House of Commons, who shall become Bankrupts, and who shall not pay their Debts in full within a limited time ... Except so far as it relates to Scotland and Ireland.
1 & 2 Geo. 4, c. 115...	An Act to repeal so much of an Act of the Fifth Year of the Reign of His late Majesty King George the Second, relating to Bankrupts, as requires the Meetings under Commissions of Bankrupt to be holden in the Guildhall of the City of London, and for building Offices in the said City for the Meetings of the Commissioners, and for the more regular Transaction of Business in Bankruptcy.
7 & 8 Geo. 4, c. 71 In part.	An Act to prevent Arrests upon Mesne Process where the Debt or Cause of Action, is under Twenty Pounds, and to regulate the Practice of Arrests ... Except section six.
11 Geo. 4 & 1 Will. 4, c. 70 In part.	An Act for the more effectual Administration of Justice in England and Wales ... Sections twenty-one and twenty-two.
1 & 2 Will. 4, c. 56 ...	An Act to establish a Court of Bankruptcy.
2 & 3 Will. 4, c. 39...	An Act for Uniformity of Process in personal Actions in His Majesty's Courts of Law at Westminster ... Sections one to ten, both inclusive.
2 & 3 Will. 4, c. 114	An Act to amend the Laws relating to Bankrupts.
3 & 4 Will. 4, c. 84 In part.	An Act to provide for the Performance of the Duties of certain Offices connected with the Court of Chancery which have been abolished ... Section nine.
5 & 6 Will. 4, c. 29 ...	An Act for investing in Government Securities a Portion of the Cash lying unemployed in the Bank of England belonging to Bankrupts' Estates, and applying the Interest thereon in Discharge of the Expenses of the Court of Bankruptcy, and for the Relief of the Suitors in the said Court, and for removing Doubts as to the Extent of the Powers of the Court of Review and of the subdivision Courts.
6 & 7 Will. 4, c. 27 ...	An Act for investing in Government Securities further Portions of the Cash lying unemployed in the Bank of England belonging to Bankrupts' Estates.
1 & 2 Vict. c. 110 In part.	An Act for abolishing Arrest on Mesne Process in Civil Actions, except in certain Cases; for extending the Remedies of Creditors against the Property of Debtors; and for amending the Laws for the Relief of Insolvent Debtors in England ... Sections one to ten, both inclusive. So much of section eighteen as relates to orders of the Lord Chancellor or of the Court of Review in matters of bankruptcy, and section twenty-three to one hundred and twenty-three, both inclusive.
2 & 3 Vict. c. 39 ...	An Act to amend an Act passed in the last Session of Parliament for abolishing Arrest on Mesne Process in Civil Actions, except in certain Cases; for extending the Remedies of Creditors against the Property of Debtors; and for amending the Laws for the Relief of Insolvent Debtors in England.
5 & 6 Vict. c. 122 ...	An Act for the Amendment of the Law of Bankruptcy.
7 & 8 Vict. c. 70 ...	An Act for facilitating Arrangements between Debtors and Creditors.
7 & 8 Vict. c. 96 In part.	An Act to amend the Law of Insolvency, in part, Bankruptcy, and Execution ... Sections one to fifty-nine, both inclusive.
8 & 9 Vict. c. 127 In part.	An Act for the better securing the Payment of Small Debts ... Sections one to seven, both inclusive, and section fifteen.
9 & 10 Vict. c. 95 ...	An Act for the more easy Recovery of Small Debts and Demands in England ... Sections ninety-eight to one hundred and one, both inclusive.
10 & 11 Vict. c. 102	An Act to abolish the Court of Review in Bankruptcy, and to make Alterations in the Jurisdictions of the Courts of Bankruptcy and Court for Relief of Insolvent Debtors.
11 & 12 Vict. c. 77 ...	An Act to authorise the Application of Part of the unclaimed Money in the Court for the Relief of Insolvent Debtors in enlarging the Court-house of the said Court.
12 & 13 Vict. c. 106...	The Bankrupt Law Consolidation Act, 1849.
14 & 15 Vict. c. 52 ...	An Act to facilitate the more Speedy Arrest of Absconding Debtors.
14 & 15 Vict. c. 83 In part.	An Act to improve the Administration of Justice in the Court of Chancery, and in the Judicial Committee of the Privy Council ... Section seven, and section ten as far as it relates to matters of bankruptcy.

15 & 16 Vict. c. 77 ...	An Act to abolish the Office of Lord Chancellor's Secretary of Bankrupts, and to regulate the Office of Chief Registrar of the Court of Bankruptcy.
16 & 17 Vict. c. 81 ...	An Act to reduce the Salary and Emoluments of the Registrar of Meetings of the Court of Bankruptcy. The Bankruptcy Act, 1854.
17 & 18 Vict. c. 119	An Act for the better Protection of Purchasers against Judgments, Crown Debts, Cases of <i>Lis Pendens</i> , and Life Annuities, or Rent-charges ... in part, namely, Section ten.
18 & 19 Vict. c. 15 ...	
22 & 23 Vict. c. 57 ...	An Act limiting the Power of Imprisonment for Small Debts exercised by the County-Court Judges.
23 & 24 Vict. c. 147	An Act to amend the Seventh and Eighth Victoria, Chapter Seventy.
24 & 25 Vict. c. 134	The Bankruptcy Act, 1861.
25 & 26 Vict. c. 99 ...	An Act to amend the Bankruptcy Act, 1861 {in part, namely, Except section four.
31 & 32 Vict. c. 104	An Act to amend the Bankruptcy Act, 1861.

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stamps or otherwise) and account for and pay over such fee in such manner as may be directed by the Commissioners of Her Majesty's Treasury.

6. *Persons hereafter appointed not to be entitled to compensation.*—Every person who is appointed after the passing of this act to be clerk of assize shall hold his office subject to such provisions and regulations as may thereafter be enacted by Parliament respecting the same, and shall not be entitled to any compensation in respect of the emoluments of his office in case any alteration is made in the duties thereof, or the same is abolished by authority of Parliament.

7. *Removal of person employed by clerk of assize.*—Any person employed by any clerk of assize and paid any salary or allowance out of moneys provided by Parliament shall not be removed from his office or employment without the sanction of the Commissioners of Her Majesty's Treasury.

8. *Definition of clerk of assize.*—In this act the term "clerk of assize" includes Clerk of the Crown and associate on circuit, and any other office the duties of which are at the passing of this act or may hereafter be performed by the clerk of assize.

PART II.

FEES ON ORDERS UNDER 30 & 31 VICT. c. 35, s. 5.

9. *Construction of part of act.*—This part of this act shall be construed as one with the recited act of the thirtieth and thirty-first years of the reign of Her present Majesty, chapter thirty-five, which may be cited as "The Criminal Law Amendment Act, 1867."

10. *Amendment of sect. 5 of 30 & 31 Vict. c. 35, as to fees.*—Where the officer of the court who in pursuance of section five of "The Criminal Law Amendment Act, 1867," makes out an order for the payment of expenses and compensation to witnesses is paid by salary, or is for the time being allowed under the table of fees relating to his office to take one fee only of fixed amount in respect of his several duties relating to the prosecution of an offender, such officer shall make out and deliver such order without taking any fee for the same, and the said section shall be construed as if all mention of the sum or fee of sixpence were omitted therefrom.

11. *Fees under sect. 5 of 30 & 31 Vict. c. 35, to be included in the account of the clerk of the peace.*—Where the fee of sixpence is, in pursuance of section five of "The Criminal Law Amendment Act, 1867," as amended by this act, taken by a clerk of the peace or other officer, the amount of such fees received by him during any year after the passing of this act shall be included in the total amount of fees in criminal prosecutions received by him, which is to be ascertained under section eighteen of the act of the session of the eighteenth and nineteenth years of the reign of Her present Majesty, chapter one hundred and twenty-six, "for diminishing Expense and Delay in the Administration of Criminal Justice in certain Cases," and shall be included in every return or account of fees made or rendered by such clerk of the peace or other officer.

32 & 33 VICT. CAP. 90.

An Act to continue certain Turnpike Acts in Great Britain, to repeal certain other Turnpike Acts, and to make further Provisions concerning Turnpike Roads.—[9th August, 1869.]

COURTS OF JUSTICE (SALARIES AND FUNDS ACT.

32 & 33 VICT. CAP. 91.

Cap. 91.

An Act for amending the Law relating to the Salaries, Expenses and Funds of Courts of Law in England.—[9th August, 1869.]

Whereas it is expedient that the expenditure for the courts of justice should be (so far as may be) defrayed out of moneys to be provided for the purpose of Parliament, or out of the Consolidated Fund:

And whereas in the second part of the first and second schedules to this act there are shown the stock and cash which on the several days mentioned in those schedules belonged to the Courts of Chancery and Bankruptcy (as distinguished from the stock securities and cash which are the property of the suitors therein):

And whereas the charges on such stock and cash are shown in the third and fourth schedules to this Act:

And whereas it is expedient that on the charges thereon being transferred to the Consolidated Fund or moneys provided by Parliament, the said stock and cash should be transferred to the public:

Be it enacted by the Queen's most excellent Majesty, by and with the advice and consent of the Lords spiritual and temporal, and Commons, in this present Parliament assembled, and by the authority of the same, as follows:

Preliminary.

1. *Short title.*—This act may be cited as "The Courts Justice (Salaries and Funds) Act, 1869."

2. *Commencement of act.*—This act shall not come into operation until the first day of October one thousand eight hundred and sixty-nine, which date is hereinafter referred to as the commencement of this act.

32 & 33 VICT. CAP. 84.

An Act to abolish the Office of Cursitor of the Court of Chancery in the Palatine of Durham.—[9th August, 1869.]

32 & 33 VICT. CAP. 85.

An Act to continue various expiring Laws.—[9th August, 1869.]

32 & 33 VICT. CAP. 86.

An Act to amend the Law relating to the Presentation of Accounts Statements, Returns, and Documents to Parliament.—[9th August 1869.]

32 & 33 VICT. CAP. 87.

An Act to provide for the Prevention of Gaming in Public Places in Scotland.—[9th August, 1869.]

32 & 33 VICT. CAP. 88.

An Act for the Separation of the Straits Settlements from the Diocese of Calcutta.—[9th August, 1869.]

CLERKS OF ASSIZE ACT.

32 & 33 VICT. CAP. 89.

Cap. 89.

An Act to amend the Law relating to the Office of Clerk of Assize and Offices united thereto, and to certain Fees upon Orders for Payment of Witnesses in Criminal Proceedings.—[9th August, 1869.]

Whereas it is expedient to amend the law relating to the office of clerk of assize and offices united thereto, and to remove doubts which have arisen respecting the taking of certain fees in pursuance of section five of the act of the session of the thirtieth and thirty-first years of the reign of Her present Majesty, chapter thirty-five, "to remove some Defects in the Administration of the Criminal Law:"

Be it therefore enacted by the Queen's most excellent Majesty, by and with the advice and consent of the Lords spiritual and temporal, and Commons, in this present Parliament assembled, and by the authority of the same, as follows:

Preliminary.

Sect. 1. *Short title.*—This act may be cited as "The Clerks of Assize, &c., Act, 1869."

2. *Extent of act.*—This act shall not extend to Scotland or Ireland.

PART I.

OFFICE OF CLERK OF ASSIZE.

3. *Qualification for clerk of assize.*—After the passing of this act a person shall not be appointed to be clerk of assize unless he has during a period of not less than three years been either.

(1.) A barrister-at-law in actual practice, or

(2.) A special pleader or conveyancer in actual practice, or

(3.) An attorney of one of the Superior Courts of law at Westminster in actual practice, or

(4.) A subordinate officer of a clerk of assize on circuit; and the appointment of any person to be clerk of assize who is not qualified as provided by this section shall be void, and another duly qualified person may be appointed in his place as if he were naturally dead.

4. *Revision of salary of clerk of assize.*—Whenever any vacancy takes place in the office of clerk of assize the Commissioners of Her Majesty's Treasury may revise the salary attached to such office and fix another salary in lieu of the former salary, having regard to the nature of the duties and responsibility of such office.

5. *Taking of fees by clerks of assize.*—A clerk of assize who is paid by salary shall not take any fee for his own use; and if he is authorised by any act passed or hereafter to be passed to take any fee for any duty performed by him, he shall take (by

3. *Definition of terms.*—In this act—

The term "the Treasury" means the Commissioners of Her Majesty's Treasury for the time being, or any two or more of them:

The term "Court of Chancery" means the High Court of Chancery of England, and includes all offices mentioned in the third schedule to this act.

The term "Court of Admiralty" means the High Court of Admiralty of England:

The term "Court of Bankruptcy" means, except where otherwise expressly mentioned, the Court of Bankruptcy in London as constituted at the passing of this act and the district Courts of Bankruptcy, and includes any court, whether constituted before or after the commencement of this act, which for the time being exercises the powers of the late court for the relief of insolvent debtors in England, so far as relates to such late court.

*Court of Chancery.*4. *Transfer of stock and cash to National Debt Commissioners.*

—As soon as may be after the commencement of this act the Governor and Company of the Bank of England shall, upon an order of the Lord Chancellor to be made in that behalf, and without any draft from the Accountant-General, or act done by him, transfer to the account of the Commissioners for the Reduction of the National Debt all sums of stock and cash which on the commencement of this act may be standing in the books of the Bank of England in the name of the Accountant-General of the Court of Chancery to the credit of any of the accounts described in the second part of the first schedule to this act, and all dividends which may then be or thereafter become due on such stock.

5. *Indemnity out of Consolidated Fund to suitors of Court of Chancery.*—After the commencement of this act the Consolidated Fund shall, to the same extent as the stock and cash so transferred, be liable to make good to the suitors of the Court of Chancery the debts which at the commencement of this act may be due to them in cash from the Court of Chancery in manner stated in the first part of the first schedule to this act, and the Treasury shall in manner provided by this act cause the sums required for the payment of such debts to be issued out of the Consolidated Fund.

6. *Deficiency and excess of cash balance to credit of Accountant-General.*—Whenever the Lord Chancellor certifies in writing to the Treasury that the cash balance for the time being standing at the Bank of England to the credit of the Accountant-General of the Court of Chancery is less than three hundred thousand pounds, or such other sum as may be from time to time fixed by the Lord Chancellor, with the concurrence of the Treasury (regard being had to the amount required for carrying on the business of the office to the Accountant-General, and to the proper remuneration of the Bank of England), the Treasury shall forthwith cause to be paid into the Bank of England to the credit and with the privity of the said Accountant-General to be applied by him as part of the common and general cash of the suitors of the said court, such sum out of the growing produce of the Consolidated Fund as may be required to make up the said cash balance to the sum of five hundred thousand pounds, or such other sum as may from time to time be fixed in manner aforesaid, and the liability of the Consolidated Fund under this act shall be diminished by the amount of the sum so paid.

Whenever the said cash balance exceeds the sum of five hundred thousand pounds, or such other sum as may be fixed in manner aforesaid, the Governor and Company of the Bank of England shall, upon an order of the Lord Chancellor (to be made on the written requisition of the Treasury), and without any draft from the Accountant-General, or any act to be done by him, transfer such excess, or such part thereof as may be specified in the order, to the account of the Commissioners for the Reduction of the National Debt, and on such transfer being made the Consolidated Fund shall be further liable to the extent of any sum so transferred to make good to the suitors of the Court of Chancery any sum of cash due from the court to them.

The said Accountant-General shall keep an account in his books showing the amount of the debts due from the Consolidated Fund to the suitors of the court in respect of all sums of stock and cash transferred to the said commissioners under this act.

7. *As to unclaimed dividends under sect. 3 of 16 & 17 Vict. c. 98.*—Where the Lord Chancellor, in pursuance of section three of the act of the session of the sixteenth and seventeenth years of the reign of Her present Majesty, chapter ninety-eight, "for the further relief of the suitors of the High Court of Chancery," makes an order for carrying any dividends or cash to the credit of "the suitors' unclaimed dividend account," the dividends and cash so carried over shall be paid into the receipt of Her Majesty's Exchequer and carried to the Consolidated Fund. On any order made by the court, under section two of the same act, for paying to a suitor any dividends or cash so carried over, the Treasury shall, if required in writing by the Lord Chancellor, out of the growing produce of the Consolidated Fund, pay the same into the Bank with the privity of the Accountant-General of the Court of Chancery to the credit of the account from which such dividends were carried.

8. *Income of Court of Chancery to go to Consolidated Fund.*—After the commencement of this act the rent of any of the Masters' offices in Southampton-buildings, Chancery-lane, all brokerage payable by the Broker of the Court of Chancery to the credit of the Suitors' Fee Fund, and all sums for rent received by

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the Solicitor to the Suitors Fund, and payable by him to the credit of any of the accounts or funds mentioned in part two of the first schedule to this act, and all moneys which, but for the passing of this act, would be payable to the credit of any of the said accounts or funds, shall be paid into the receipt of Her Majesty's Exchequer at such times and in such manner as the Treasury may direct, and shall be carried to the Consolidated Fund.

Court of Bankruptcy.

9. *Transfer of stock and cash to National Debt Commissioners.*—As soon as may be after the commencement of this act the Governor and Company of the Bank of England shall, upon an order of the Lord Chancellor to be made in that behalf, and without any draft from the Accountant in Bankruptcy, or act done by him, transfer to the account of the Commissioners for the Reduction of the National Debt all sums of stock and cash which on the commencement of this act may be standing in the books of the Bank of England in the name of the Accountant in Bankruptcy to the credit of any of the accounts described in the second part of the second schedule to this act, and all dividends which may then be or thereafter become due on such stock.

10. *Indemnity out of Consolidated Fund to suitors of Court of Bankruptcy.*—After the commencement of this act the Consolidated Fund shall be liable to make good the debts due in cash from the Court of Bankruptcy in respect of the estates of bankrupts, in manner stated in the first part of the second schedule to this act, and the debts due in cash from the late Court for the Relief of Insolvent Debtors in England in respect of estates of insolvent debtors, in manner stated in the first part of the same schedule, and the Treasury shall in manner provided by this act cause the sums required for the payment of such debts to be issued out of the Consolidated Fund.

11. *Deficiency and excess of cash balance to credit of Accountant in Bankruptcy.*—Whenever the Lord Chancellor certifies to the Treasury that the cash balance for the time being standing at the Bank of England to the credit of the Accountant in Bankruptcy is less than fifty thousand pounds, or such other sum as may from time to time be fixed by the Lord Chancellor, with the concurrence of the Treasury (regard being had to the amount required for carrying on the business of the office of the accountant and to the proper remuneration of the Bank of England), the Treasury shall forthwith cause to be paid into the Bank of England to the credit of the accountant to be applied by him as part of such cash balance, such sum out of the growing produce of the Consolidated Fund as may be required to make up the said cash balance to the sum of one hundred thousand pounds, or such other sum as may from time to time be fixed in manner aforesaid.

Whenever the said cash balance exceeds the sum of one hundred thousand pounds, or such other sum as may from time to time be fixed in manner aforesaid, the Governor and Company of the Bank of England shall, on an order of the Lord Chancellor to be made on the written requisition of the Treasury, and without any draft from the accountant, or act done by him, transfer such excess, or such part thereof as may be specified in the order, to the account of the Commissioners for the Reduction of the National Debt, and on such transfer being made the Consolidated Fund shall be further liable to the extent of the sum so paid to make good any sum of cash due from the Court of Bankruptcy in respect of estates of bankrupts and insolvents.

If under any act passed in the present session any of the duties previously performed by the Accountant in Bankruptcy are transferred to any other officer, the provisions of this section shall apply in the same manner as if they had been separately enacted with respect to such officer and his office and the duties to be performed by him, and such officer had been named herein instead of the said accountant.

Salaries, Pensions, &c.

12. *Salaries of judges charged on Consolidated Fund.*—After the commencement of this act the salaries and pensions of the judges mentioned in the first parts of the third and fourth schedules to this act shall be paid out of the Consolidated Fund.

13. *Compensations, pensions, salaries, &c., charged on annual votes.*—After the commencement of this Act all compensations, pensions, retiring annuities, and superannuation allowances, at that date charged on any of the stock or cash standing to any of the accounts mentioned in the first or second schedules to this act, or any of the interest of any such stock, and the salaries, charges, and payments described in the second parts of the third and fourth schedules to this Act, and the salaries of and all pensions and superannuation allowances which may be granted to existing and future officers, clerks, and persons employed in the Court of Chancery or the Court of Bankruptcy, and the expenses and contingencies of those courts and of the offices therein, and all other sums payable under any act relating to such courts, out of any of the stock and cash transferred under this act, or the interest of such stock, including sums payable in pursuance of section sixteen of the Courts of Justice Building Act 1865 (which relates to the purchase of compensation allowances), and also all arrears of such compensations, pensions, annuities, allowances, salaries, charges, and payments accrued before the commencement of this act, shall be paid out of moneys provided by Parliament for the purpose.

All compensations, pensions, annuities, allowances, and salaries payable under this section shall be deemed to accrue

from day to day, but shall be payable on such days as the Treasury may from time to time appoint.

If the moneys provided by Parliament are at any time insufficient for the purposes mentioned in this section, the Consolidated Fund shall be liable to make good such deficiency to the same extent to which the stock and cash, and the interest of such stock, transferred under this act, or the income thereof, are liable at the commencement of this act.

Nothing in this act shall deprive any person who at the commencement of this act enjoys any compensation, pension, retiring annuity, superannuation allowance, or salary mentioned in this section, of his right to continue to receive the same compensation, pension, retiring annuity, superannuation allowance, or salary, or of any right he may have to receive any progressive or prospective increase of salary, or to obtain any promotion, or succession, or any pension, retiring annuity, or superannuation allowance, and nothing in this act shall affect or diminish any such right.

Officers of Court.

14. *Appointment of officers.*—The Treasury may from time to time, by order made with the concurrence of the Lord Chancellor, and also with the concurrence of the Master of the Rolls, in the case of officers who are appointed or whose salaries are fixed by the Master of the Rolls, either solely or jointly with the Lord Chancellor, and with the concurrence of the judge of the Court of Admiralty in the case of the officers of that court, increase or diminish the number of officers in the Courts of Chancery, Bankruptcy, and Admiralty, and the amounts of the salaries of such officers, and determine the conditions on which they are to hold their offices, and regulate the expenses and contingencies incurred in respect of the said courts or the officers belonging thereto.

Any officer appointed after the commencement of this act shall take his office subject to any order that may thereafter be made under this section in relation to the abolition or modification of his office, but no order made under this section shall, without his consent, apply to any officer holding office at the date of the commencement of this act, and when the conditions on which any officer is to hold his office, and the salary to be paid to him, have been determined by any order under this section for the time being in force, no subsequent order under this section shall apply to such officer without his consent.

Any order made under this section shall be laid before both Houses of Parliament within fourteen days after it is made, if Parliament be then sitting, or if not, within fourteen days after the commencement of the next session. It shall also be published in the *London Gazette*, and when so published shall be of the same force as if it were enacted in this act, but subject to being varied or repealed from time to time by other orders made in like manner under this act, and any enactment inconsistent with such order shall be repealed from and after the date of any such publication.

The term "officer" in this section means all officers, clerks, messengers, and persons who are mentioned in the second parts of the third and fourth schedules to this act, or are for the time being employed in the said Courts of Chancery, Bankruptcy, and Admiralty, or any of them, or the offices connected therewith.

Buildings.

15. *Courts and buildings.*—The building in Basinghall-street in the City of London, known as the Court of Bankruptcy, and the buildings in Portugal-street, Lincoln's-inn-fields, formerly known as the Court for Relief of Insolvent Debtors (and occupied at the commencement of this act by the officers of that court, and by the Land Registry and the Courts of Justice Commission), shall, with the sites thereof, continue vested in the Commissioners of Her Majesty's Works and Public Buildings, and shall be appropriated as the Lord Chancellor, with the concurrence of the Treasury, from time to time directs.

On the commencement of this act all the rights and interest of the district commissioners in the buildings then used for the District Courts of Bankruptcy, and in all other buildings vested in the district commissioners as such, and in the sites thereof, and in all furniture and effects belonging to the district courts, and the offices thereof, shall be transferred to and vest in the Commissioners of Her Majesty's Works and Public Buildings, and the same shall be appropriated as the Lord Chancellor, with the concurrence of the Treasury, from time to time directs.

Fees.

16. *Alteration of fees in Court of Chancery.*—After the commencement of this act the Lord Chancellor, with the advice and consent of the Lords Justices of Appeal, Master of the Rolls, and Vice-Chancellors, or any three of them, and with the concurrence of the Treasury, may from time to time by order increase, reduce, or abolish all or any of the existing fees and percentages (including the percentage on estates of lunatics), and appoint new fees to be taken in relation to proceedings in the Court of Chancery, or in any of the offices mentioned in the third schedule to this act.

Until any such order is made the fees existing at the commencement of this act shall continue to be taken.

17. *Fees in Court of Admiralty.*—After the commencement of this act, the judge of the Court of Admiralty may from time to time by order, with the concurrence of the Treasury, increase, reduce, or abolish all or any of the existing fees, and appoint new fees to be taken in relation to proceedings in the Court of Admiralty.

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Until any such order is made the fees existing at the commencement of this act shall continue to be taken.

18. *Fees in Court of Bankruptcy.*—After the commencement of this act the Lord Chancellor, with the concurrence of the Treasury, may from time to time by order increase, reduce, or abolish all or any of the existing fees, and appoint new fees to be taken in relation to proceedings in the Court of Bankruptcy.

Until any such order is made the fees existing at the commencement of this act shall continue to be taken.

19. *Fees to be taken by stamps.*—After the commencement of this act all fees whatever, or payments in the nature or lieu of fees, for the time being payable in the Courts of Chancery, Admiralty, and Bankruptcy, or any of the offices therein, including the percentage payable out of estates of lunatics, shall, except so far as the Lord Chancellor may from time to time otherwise by order direct, be taken by means of stamps, and if taken in money in pursuance of any such order shall be paid into the receipt of Her Majesty's Exchequer, and be carried to the Consolidated Fund.

20. *Stamp to be impressed or adhesive.*—All or any stamps to be used under this act shall be impressed or adhesive, as the Treasury from time to time direct.

21. *General rules to be made by Treasury.*—The Treasury, with the concurrence of the Lord Chancellor, or, in the case of the Court of Admiralty, of the judge of that court, may from time to time make such rules as seem fit for regulating the use of stamps under this act, and particularly for prescribing the application thereof to documents from time to time in use or required to be used for the purposes of such stamps, and for insuring the proper cancellation of adhesive stamps and keeping accounts of such stamps.

22. *Documents not properly stamped to be invalid.*—Any document which ought to bear a stamp under this act shall not be of any validity unless and until it is properly stamped; but if any such document is through mistake or inadvertence received, filed, or used without being properly stamped, the Lord Chancellor or a judge of one of the said courts may, if he thinks fit, order that the same be stamped as in such order may be directed, and on such document being stamped accordingly the same and every proceeding relative thereto shall be as valid as if such document had been properly stamped in the first instance.

23. *Receipts from stamps to be paid to Consolidated Fund.*—The Commissioners of Inland Revenue shall keep a separate account of all money received in respect of stamps under this act; and, subject to the deduction of any expenses incurred by those commissioners in the execution of this act, the money so received, shall, under the direction of the Treasury, be carried to and form part of the Consolidated Fund.

24. *Annual account and expenditure of Courts of Chancery and Bankruptcy.*—The Treasury shall cause to be prepared annually (with respect to the Court of Chancery and the Court of Bankruptcy separately) an account for the year ending the thirty-first of March, showing on the one side the following receipts:

1. The dividends or interest which would have arisen from the stock transferred to the commissioners for the reduction of the national debt under this act, and from the stock and securities purchased with cash so transferred, if such stock and securities were not cancelled;
2. All unclaimed dividends, rents, brokerage, and other sums paid into the receipt of Her Majesty's Exchequer under this act in respect of the said courts respectively;
3. The amount received, after deducting the expenses, in respect of fees and percentages taken in relation to proceedings in the said courts respectively, or in any of the offices thereof;

and showing on the other side the expenditure during such year for compensations, pensions, retiring annuities, superannuation allowances, salaries, charges, expenses, and payments incurred in respect of the said courts respectively.

Where any sum has been paid in pursuance of this act out of the growing produce of the Consolidated Fund to the credit of the Accountant-General of the Court of Chancery, or the accountant in bankruptcy or other officer, such allowance shall be made in the said accounts as if on the day of such payment an amount of the Three per Centum Consolidated Bank Annuities transferred under this act had been sold sufficient to raise the sum so paid.

The term "Court of Bankruptcy" in this section means the court as defined by this act, or as constituted by any act of the present session.

25. *Application of sect. 3 of 30 & 31 Vict. c. 122, to Admiralty fees.*—So much of the "Courts of Law Fees Act, 1867," as relates to the account with respect to the High Court of Admiralty, shall be construed as if the fees therein referred to were the fees authorised under this act.

26. *Accounts to show surplus and deficit, and comparison for two years.*—Each of the said annual accounts prepared in pursuance of this act shall show the deficit or surplus of receipts as compared with expenditure, and the second of each such yearly accounts and every subsequent account shall show the items for two consecutive years, and the increase or decrease of any item in the second of those years as compared with the first.

The first of the said annual accounts shall be made up for the period between the commencement of this act and the thirty-first day of March one thousand eight hundred and seventy.

27. *Accounts to be laid before Houses of Parliament.*—Each of the said annual accounts prepared in pursuance of this act shall

be laid before both Houses of Parliament within one month after the thirty-first day of March in each year, if Parliament is then sitting, or if not, then within one month after the next meeting of Parliament.

28. *Provision for deficit on accounts.*—If in any year there is a deficit on either of the annual accounts as aforesaid, the amount of such deficit shall be debited to the same account in the next following year; provided that no such deficit shall be debited to any account unless and until there has been in some year a surplus on the same account, and after there has been such a surplus the deficit (if any) of every subsequent year shall be so debited, but not that of any year previous to that in which there first was a surplus.

Miscellaneous.

29. *Saving for act of present session.*—The provisions of this act with respect to the Court of Bankruptcy shall be subject to any provisions made with respect to that court by any act passed in the present session.

30. *Application of stock and cash transferred to Commissioners for Reduction of National Debt.*—As soon as any sums of stock have been transferred in pursuance of this act to the Commissioners for the Reduction of the National Debt, the Treasury shall by warrant direct the Governor and Company of the Bank of England to cancel such sums in the books of the said Governor and Company. The Commissioners for the Reduction of the National Debt shall apply all cash transferred to them in pursuance of this act in reduction of the National Debt in the same manner as if such cash were a surplus of the annual revenue.

31. *Accounts.*—The Treasury shall cause to be kept by such persons and in such manner as they may from time to time direct, accounts of the liability of the Consolidated Fund under this Act, and such accounts as may be necessary in order to admit of the preparation of the annual accounts required by this Act in respect of the Courts of Chancery and Bankruptcy.

32. *Orders by Lord Chancellor.*—The Lord Chancellor may from time to time make such orders as he may think necessary for carrying this act into effect.

33. *Treasury may make regulations.*—The Treasury from time to time may make such rules and regulations and issue such order concerning the form and mode of transmission of certificates and vouchers, and otherwise for checking, controlling, and regulating the payment of the charges transferred by this act to the Consolidated Fund or moneys provided by Parliament, and for enforcing and regulating the accounting for and due payment of the stock and moneys to be transferred to the Commissioners for the Reduction of the National Debt, or to be carried to the Consolidated Fund under this Act, as they may think fit; and a return of any such rules and regulations which may be issued by the Treasury shall be laid before both Houses of Parliament within six weeks from the date of the issue thereof, if Parliament be then sitting, and if it be not then sitting, within six weeks from the day of the next ensuing meeting of Parliament.

34. *Repeal of acts as in the 5th schedule.*—The enactments described in the fifth schedule to this Act are hereby repealed.

Provided that this repeal shall not affect anything already done or suffered, or any right acquired or order made, under the said enactments or any of them.

Nor shall this repeal affect the right of any person to receive such salary, compensation, retiring annuity, pension, superannuation allowance, or progressive or prospective increase of salary, or to obtain such promotion or succession, or pension, retiring annuity, or superannuation allowance as he might have received or obtained if this repeal had not been enacted.

32 & 33 VICT. CAP. 92.

An Act to amend the Laws relating to the Fisheries of Ireland.—
[9th August, 1869.]

32 & 33 VICT. CAP. 93.

An Act to apply a Sum out of the Consolidated Fund and the Surplus of Ways and Means to the Service of the Year ending the Thirty-first Day of March, One thousand eight hundred and seventy, and to appropriate the Supplies granted in this Session of Parliament.—
[11th August, 1869.]

NEW PARISHES AND CHURCH BUILDING ACTS AMENDMENT ACT.

32 & 33 VICT. CAP. 94.

An Act to amend the New Parishes Acts and Church Building Acts.—[9th August, 1869.]

Be it enacted by the Queen's most excellent Majesty, by and with the advice and consent of the Lords spiritual and temporal, and Commons, in this present Parliament assembled, and by the authority of the same, as follows:

Sect. 1. *Powers of New Parishes Acts to apply at any time to new parishes for ecclesiastical purposes.*—The powers and provisions, relating to the alteration of the boundaries of districts which are contained in the ninth section of "The New Parishes Act, 1844," shall, notwithstanding the lapse of the periods of twelve months and five years mentioned in the same section and in the

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twenty-seventh section of the act of the thirteenth and fourteenth years of Her Majesty, chapter ninety-four, respectively, or either of them, be at any time applicable to the alteration of the boundaries of any and every ecclesiastical district which may or shall have become a new parish for ecclesiastical purposes under the provisions of the "New Parishes Acts," whether such district has been or shall have been originally created under the provisions of the said acts or any of them, or of any other act of Parliament.

2. *Pews or sittings may be surrendered to Ecclesiastical Commissioners.*—Whenever by virtue of any public or private act of Parliament now or hereafter in force, or by virtue of any deed or instrument, the pews or sittings, or some or one of the pews or sittings, in any church or chapel, consecrated or unconsecrated, are or is or shall be subject to any trust as to the grant, demise, sale, or disposal of such pews or sittings, pew or sitting, or are, is, or shall be the private property for any estate whatsoever of any person or persons, then and in every such case it shall be lawful for the trustees of such church or chapel, or other the persons exercising powers of grant, demise, sale, or disposal as aforesaid, or for all or any persons possessing on their own behalf or on the behalf of others any rights, qualified or unqualified, of ownership, by reason of any such grant, demise, sale, or disposal as aforesaid, or for any person or persons to whom any pews or sittings, pew or sitting, in such church or chapel, shall belong for any estate whatsoever, under or by virtue of such act of Parliament, deed, or instrument as aforesaid with or without consideration, to surrender and for ever yield up either altogether or separately, and according to the nature and extent of their several rights and interests, to the bishop of the diocese wherein such church or chapel is situate, or to the Ecclesiastical Commissioners for England, who are hereby respectively authorised to accept every such surrender, all rights of ownership, grant, demise, sale, disposal, or other right whatsoever which they, the said trustees, persons or person, may have in, over, or in respect of such pews or sittings, pew or sitting.

3. *Surrender to be by deed, executed by the parties, including bishop of diocese.*—Every such surrender shall be made by deed executed by all the parties to the same, amongst whom shall be included the bishop of the diocese wherein the church or chapel to be affected by it is situate, and the patron or patrons of such church or chapel aforesaid; and such deed shall be registered in the registry of the said diocese.

4. *Upon surrender all rights of ownership, &c., to cease.*—So soon as all rights and powers over or in respect of the pews or sittings in any such church or chapel shall have been surrendered to the bishop of the diocese or to the said commissioners as aforesaid, the trusts or rights of ownership, and the obligations affecting such pews or sittings, or any of them, under such act of Parliament, deed, or instrument as aforesaid, shall at once and *ipso facto* determine, and all the provisions of such act of Parliament, deed, or instrument as to pews or sittings in such church or chapel shall thenceforth be void and of none effect.

5. *And pews, &c., subject as pews of ancient parish churches.*—From and after every such surrender to the said bishop or commissioners, the pews or sittings, pew or sitting, affected thereby shall, to the extent of the rights or powers expressed to be surrendered, be subject to the same laws as to all rights and property therein as the pews and sittings of ancient parish churches are now subject to: Provided, that if the church or chapel be not consecrated such pews or sittings, pew or sitting, shall belong absolutely to the bishop and his successors or to the said commissioners, as the case may be, until the consecration of the said church or chapel, and from and after the consecration thereof the right of the said bishop or commissioners shall cease, and the said pews or sittings shall be subject to the same laws as to all rights and property therein as the pews and sittings of ancient parish churches.

6. *Powers hereinbefore contained to apply to and authorise absolute transfer to Ecclesiastical Commissioners.*—The powers and provisions hereinbefore contained as to pews and sittings subject to trusts as aforesaid in any such church or chapel as aforesaid shall, *mutatis mutandis*, be held to apply to and shall be held to authorise the absolute transfer and conveyance to the said commissioners, by any deed or deeds, made without consideration and executed by all the parties thereto as aforesaid, of the freehold of any church or chapel, consecrated or unconsecrated, and of the vaults therein or thereunder, which, under or by virtue of any such act of Parliament, deed, or instrument as aforesaid, is or are or shall be vested in any persons or person in their own right or as trustees or trustee of such church or chapel for an estate in perpetuity; and if such church or chapel be unconsecrated at the time of such transfer and conveyance, such freehold so transferred and conveyed shall remain in the said commissioners until the consecration of the same church or chapel, and shall then *ipso facto* become subject to the same laws as to all rights and property therein as the pews and the sittings of ancient parish churches.

7. *Upon complete surrender, all rights created by act for building church to cease.*—In every case in which a complete surrender and determination of the rights, powers, obligations, and trusts affecting the pews or sittings in a church or chapel shall have been carried out as aforesaid, and in every case in which such transfer and conveyance as aforesaid of the freehold of a church or chapel, and the vaults (if any) thereof, shall have been effected, all other rights, powers, obligations, and trusts created, conferred, or enforced as to such church or chapel by the act of Parliament, deed, or instrument under which such church or chapel was built, shall upon such complete surrender and deter-

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mination, or (as the case may be) such transfer and conveyance absolutely cease and determine; provided always, that such cesser and determination shall not diminish or in anywise affect any right or rights of patronage.

8. *Provision for sites of churches pulled down.*—In and by any faculty granted by a bishop for wholly pulling down any church, under the provisions contained in the first section of the act eighth and ninth Victoria, chapter seventy, it shall be lawful to make such provision as such bishop may deem proper and expedient for the use or preservation of the site of such church, either by the incumbent of the substituted church, or by the churchwardens of the parish wherein such site lies, or by any other person being the owner of the freehold of the land adjoining such site with the consent of the incumbent and of such other person.

9. *The portions of a benefice held in severalty may be consolidated into one.*—In every case where the respective incumbents of two or more benefices held in severalty (whether each of such benefices belongs to the same patron or to different patrons) have or shall have by statute or by custom the right in virtue of their respective incumbencies to execute the office of an incumbent within one and the same church, and within no other church other than a chapel of ease, then the powers and provisions given by and contained in the seventy-second section of the act of the third and fourth years of Her Majesty, chapter one hundred and thirteen, with respect to the consolidation of two or more portions of a benefice divided as therein mentioned into one benefice to be held by one incumbent shall, subject to the conditions therein expressed, be available for and shall apply to and may be used for effecting the consolidation of both or all of such benefices into one benefice to be held by one incumbent, and this notwithstanding that such benefice when so united may include the cure of souls within more than one parish: Provided always, that any plan or scheme for such consolidation to be framed under the provisions of the act last mentioned may contain a regulation that such consolidation shall not take effect until after the next avoidance of any one or more of such benefices to be specially named in such plan or scheme; and provided also, that nothing herein contained shall be held to create an union of the two or more parishes so as aforesaid to be included within such united benefice, but that each of such parishes shall remain for all purposes, civil and ecclesiastical, precisely in the same position as if no such union of benefices as aforesaid had taken place.

10. *Part of 19 & 20 Vict. c. 104, s. 18, repealed.*—So much of the eighteenth section of the act of the nineteenth and twentieth Victoria, chapter one hundred and four, as requires that in the case of a benefice in the patronage of the incumbent for the time being of any other benefice the consent of the patron of such other benefice, if a private patron, shall be necessary in order to effect an assignment of patronage under the last-mentioned act, is hereby repealed, but the private patron in any such case shall have one month's notice from the Ecclesiastical Commissioners, and he may require the commissioners to assess the amount of diminution in the value of his advowson, if any, likely to be caused by any contemplated assignment of patronage under the said act, or may require that such diminution shall be ascertained by reference to the decision of two arbitrators, one to be appointed by himself and the other by the commissioners, and if thereupon it shall appear that any such diminution will be caused by the assignment of patronage contemplated, such private patron shall be entitled to claim and recover the amount of such diminution from the person or persons or body to whom the said assignment of patronage may be made.

11. *As to parish where there is no church and no patron.*—In the case of any parish or place wherein there is no parish church nor any person known to be or claiming to be patron of the ancient church or advowson, if any, of such parish or place, then for all purposes of forming an ecclesiastical district or ecclesiastical districts either wholly or partly out of such parish or place under the powers of the Church Building Acts or New Parishes Acts, or any other act or acts of Parliament now or hereafter in force, such parish or place shall be deemed to be and shall be treated for such purposes as an extra-parochial place, and in any case in which notice shall be required to be sent or given to a patron under the provisions of such acts or any of them it shall be sufficient with respect to such parish or place so to be treated as an extra-parochial place as aforesaid to send or give such notice to the bishop of the diocese alone, and such notice when so sent or given shall be held to be a full compliance with the requirements of the said acts or act in respect of such notice: Provided always, that nothing herein contained shall affect the rights of the Crown, if any, with regard to any such parish or place.

12. *Contract for the assignment of patronage under the Church Building and New Parishes Acts not to be simoniacal.*—No contract, agreement, or arrangement under any of the provisions of the Church Building Acts or New Parishes Acts relative to the exercise by, or the vesting in, or the assignment to any body or person of the right of patronage or of presentation to any church or chapel, in consideration of such body or person erecting or enlarging or contributing towards or procuring or agreeing to procure the erecting or the enlarging of such church, or permanently endowing or contributing towards or procuring or agreeing to procure the permanent endowment of such church or of its incumbent or minister, shall be deemed corrupt or simoniacal.

13. *Certain assignments of patronage under Church Building and New Parishes Acts to be valid, and none of the penalties against simony to attach.*—Every instrument whereby any declaration or assignment or other disposition of any right of patronage or of

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presentation to any church or chapel has already been made, or shall hereafter be made under any of the provisions of the said acts, or in pursuance of any such contract or agreement as aforesaid, shall be deemed to have been and shall be good; and every presentation, institution, or induction which has already taken place, or shall hereafter take place in pursuance thereof, or of any such contract, agreement, or arrangement as aforesaid, shall be deemed to have been and shall be good, and no penalty or disability under either the canon law or the common or statute law shall be deemed to have been or shall be thereby incurred.

14. *Meaning of "church" and "chapel."*—The words church and chapel in this act shall apply only to churches and chapels of the Established Church of England.

32 & 33 VICT. CAP. 95.

An Act to enable Military Offenders to be confined in Millbank Prison.—[11th August, 1869.]

32 & 33 VICT. CAP. 96.

An Act to amend "The Contagious Diseases Act, 1866." [11th August, 1869.]

32 & 33 VICT. CAP. 97.

An Act to amend in certain Respects the Act for the better Government of India.—[11th August, 1869.]

32 & 33 VICT. CAP. 98.

An Act to define the Powers of the Governor General of India in Council at Meetings for making Laws and Regulations for certain Purposes.—[11th August, 1869.]

HABITUAL CRIMINALS ACT.

32 & 33 VICT. CAP. 99.

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An Act for the more effectual Prevention of Crime.— [9th August, 1869.]

Whereas it is expedient to make further provision for the suppression of crimes committed by convicts at large on licence or by other offenders:

Be it enacted by the Queen's most excellent Majesty, by and with the advice and consent of the Lords spiritual and temporal, and Commons, in this present Parliament assembled, and by the authority of the same, as follows:

Preliminary.

Sect. 1. *Short title.*—This act may be cited as "The Habitual Criminals Act, 1869."

2. *Definition of terms.*—In this act the term "court" includes any justice or justices of the peace or other person or persons having jurisdiction in the matter to which the term refers. "Chief officer of police" shall mean within the district of the London metropolitan police force the Commissioner of Police, or an assistant commissioner, or a district superintendent; in the City of London the commissioner of police; within the police district of Dublin metropolis any one of the commissioners of police for the said district; and elsewhere shall include any of the following persons,—in England, any chief constable, head constable, or other chief officer of police or of a division of police, by whatever name such chief officer may be called; the expression "stipendiary magistrate" shall include a metropolitan police magistrate; and in Ireland, any inspector, sub-inspector, head or other constable of the Royal Irish Constabulary acting as chief officer of constabulary within any district or town. Where in any of the provisions of this act the expression "stipendiary magistrate" is used, such provisions shall be interpreted in Scotland as if the expression "sheriff or sheriff substitute" had been used.

PART I.

CONVICTS AT LARGE ON LICENCE.

3. *Power to apprehend holders of licence on suspicion.*—Any constable or police officer may, if authorised so to do in writing by a chief officer of police, without warrant, take into custody any convict who is the holder of a licence granted under "The Penal Servitude Acts, 1853, 1857, and 1864," or any of them, and whom he has reason to believe to be getting a livelihood by dishonest means, and may bring him before two or more justices of the peace or a stipendiary magistrate.

If it shall appear from the facts proved before such justices or magistrate that there are reasonable grounds for such belief, his licence shall be forfeited in the same manner as if he had been convicted of an indictable offence, and the justices or magistrate before whom he is brought shall commit him to any prison within their or his jurisdiction, there to remain until he can conveniently be removed to some prison in which convicts under

sentence of penal servitude may lawfully be confined, in order that he may there undergo the term of penal servitude to which he is liable under the said Penal Servitude Acts or some of them.

4. *Penalty for breach of conditions of licence.*—Where in any licence granted under the said Penal Servitude Acts, or any of them, any conditions different from or in addition to those contained in Schedule A. of "The Penal Servitude Act, 1864," are inserted, the holder of such licence shall, on a breach of such conditions, be deemed guilty of an offence, in the same manner as if such conditions were contained in the said Schedule A.

There shall be repealed so much of the fourth section of "The Penal Servitude Act, 1864," as requires the holder of a licence to report himself personally once in each month.

A copy of any conditions annexed to any licence granted under the Penal Servitude Acts, other than the conditions contained in Schedule A. of "The Penal Servitude Act, 1864," shall be laid before Parliament within twenty-one days after the making thereof, if Parliament be then sitting, or if not, then within fourteen days after the commencement of the next session of Parliament.

PART II.

REGISTRATION OF CRIMINALS.

5. *Register of criminals.*—For the better supervision of criminals a register of all persons convicted of crime in England shall be kept in London, under the management of the Commissioner of Police for the Metropolis, or of such other person as one of Her Majesty's Principal Secretaries of State may appoint, and in Dublin a like register shall be kept, under the management of the Commissioners of Police for the police district of Dublin metropolis, or of such other person as the Lord Lieutenant or other Chief Governor or Governors of Ireland may appoint, in such form, with such evidences of identity, and containing such particulars, and subject to such regulations as may from time to time be prescribed by one of Her Majesty's Principal Secretaries of State in England, or in Ireland by the Lord Lieutenant. All expenses incurred with the sanction of the Commissioners of the Treasury in keeping such register shall be paid out of moneys provided by Parliament.

6. *Returns for purposes of register.*—In order to make such register complete, and to make the supervision over criminals effectual, the gaolers or governors of county and borough prisons, and the chief officers of police in every county, borough, and other place in the United Kingdom which maintains a separate police, shall from time to time make returns, if such prison, county, borough, or other place be in Great Britain, to one of Her Majesty's Principal Secretaries of State, and if the same be situate in Ireland to the Lord Lieutenant or other Chief Governor or Governors of Ireland, or to such person as they may respectively appoint, in such manner, and at such time, and containing such evidences of identity and other information with respect to persons convicted of crime, as they may from time to time respectively direct.

All expenses incurred in any place in carrying this section into effect with the sanction of the authority authorised to allow charges on the funds for the maintenance of the police in that place shall be deemed to be part of the expenses of such police and be defrayed accordingly.

7. *Part of act to be construed with Penal Servitude Acts.*—The first two parts of this act, so far as is consistent with the tenor thereof, shall be construed as one with the said Penal Servitude Acts. Crime, for the purposes of this act, so far as relates to the registration of criminals, shall mean any felony or any offence not a felony specified in the first schedule hereto.

PART III.

HABITUAL CRIMINALS.

8. *Person twice guilty of felony and not punished with penal servitude to be subject to the supervision of the police.*—Where any person is convicted on indictment of any offence specified in the first schedule hereto in England or Ireland, and in the second schedule hereto in Scotland, and he be proved to have been previously convicted of any offence specified in the said schedule, either before or after the passing of this act, then, in addition to any other punishment which may be awarded to him, it shall be deemed to be part of the sentence passed on him, unless otherwise declared by the court, that he is to be subject to the supervision of the police as hereinafter mentioned for a period of seven years, or such less period as the court shall direct, commencing from the time at which he is convicted, and exclusive of the time during which he is undergoing his punishment.

Where any person is subject, in pursuance of this act, to the supervision of the police, he shall be guilty of an offence punishable (on summary conviction before two or more justices or a stipendiary magistrate) with imprisonment, with or without hard labour, for a term not exceeding one year, under the following circumstances, or any of them:

First. If, on his being charged by a constable or police officer with getting his livelihood by dishonest means, he fails to make it appear to the justices or magistrate before whom he is brought that he is not getting his livelihood by dishonest means:

Secondly. If he is found by any constable or police officer in any place, whether public or private, under such circumstances as to satisfy the justices or magistrate before whom he is brought that he was about to commit or to aid in the

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commission of any crime punishable on summary conviction or indictment, or was waiting for an opportunity to commit or aid in the commission of any such crime:

Thirdly. If he is found by any person in or upon any dwelling house, or any building, yard, or premises, being parcel of or attached to such dwelling house, or in or upon any shop, warehouse, counting-house, or other place of business, or in any garden, orchard, pleasure ground, or nursery ground, without being able to account to the satisfaction of the justices or magistrate before whom he is brought for his being found on such premises.

Any person charged with being guilty of any offence punishable on summary conviction under this section may be taken into custody by any constable or police officer without warrant, or may, if charged with being guilty of an offence committed under the circumstances thirdly hereinbefore mentioned, or any of them, be apprehended by the owner or occupier of the property on which he is found, or by the servants of the owner or occupier, or by any other person authorised by the owner or occupier, and may be detained until he can be delivered into the custody of a constable or police officer for the purpose of being brought before the justices or magistrate; provided that no person shall be so taken into custody on the ground that he is suspected of getting his livelihood by dishonest means except under a written authority from a chief officer of police.

When a person is convicted under this section of an offence which subjects him to the supervision of the police, the record of his conviction shall contain a statement to the effect that he is subject to the supervision of the police in pursuance of this act for a period of seven years commencing from the date of his conviction, and exclusive of the time during which he is undergoing his punishment, or words to the like purport, but the omission of any such statement shall not exempt any person from the operation of this section.

A convict who has been sentenced to penal servitude shall not during the time when he is at large under a licence granted under the said Penal Servitude Acts, or any of them, be deemed for the purposes of this section to be undergoing his punishment.

9. *Amendment of sect. 4 of the Vagrant Act (5 Geo. 4. c. 83).*—And whereas by the fourth section of the act passed in the fifth year of the reign of King George the Fourth, chapter eighty-three, intitled "An Act for the Punishment of idle and disorderly Persons, and Rogues and Vagabonds, in that Part of Great Britain called England," it is, amongst other things, provided that every suspected person or reputed thief frequenting any river, canal, or navigable stream, dock, or basin, or any quay, wharf, or warehouse near or adjoining thereto, or any street, highway, or avenue leading thereto, or any place of public resort or any avenue leading thereto, or any street, highway, or place adjacent, with intent to commit felony, shall be deemed a rogue and vagabond, and may be apprehended and committed to prison with hard labour for any time not exceeding three calendar months: And whereas doubts are entertained as to the nature of the evidence required to prove for the purposes of the said section the intent to commit a felony: Be it enacted, that in proving such intent it shall not be necessary to show that the person suspected was guilty of any particular act or acts tending to show his purpose or intent, and he may be convicted if from the circumstances of the case, and from his known character as proved to the justices or magistrate, it appears to such justices or magistrate that his intent was to commit a felony.

10. *Penalty for harbouring thieves, &c. (25 & 26 Vict. c. 101. s. 337).*—Every person who occupies or keeps any lodging-house, beerhouse, public house, or other place where excisable liquors are sold, or place of public entertainment or public resort, and knowingly lodges or harbours thieves or reputed thieves, or knowingly permits or suffers them to meet or assemble therein, or allows the deposit of goods therein having reasonable cause for believing them to be stolen, shall be liable, on summary conviction, to a penalty not exceeding ten pounds, and the justices or magistrate before whom he is brought may, if they or he think fit, in addition to or in lieu of any penalty, require him to enter into recognisances, with or without sureties, for keeping the peace or being of good behaviour during twelve months:

(1.) Provided that no person shall be imprisoned for not finding sureties in pursuance of this section for a longer period than three months:

(2.) The security required from a surety shall not exceed twenty pounds:

And any licence for the sale of any excisable liquors or for keeping any place of public entertainment or public resort which has been granted to the occupier or keeper of any such house or place as aforesaid shall be forfeited on his first conviction of an offence under this section, and on his second conviction for such an offence he shall be disqualified for a period of two years from receiving any such licence; moreover, where two convictions under this section have taken place within a period of two years in respect of the same premises, whether the persons convicted were or were not the same, the justices or magistrate may, if they or he so think fit, direct that for a term not exceeding one year from the date of the last of such convictions no such licence as aforesaid shall be granted to any person whatever in respect of such premises; and any licence granted in contravention of this section by the excise or otherwise shall be void.

PART IV.

RECEIVERS OF STOLEN GOODS.

11. *Burden of proof in cases of receiving stolen goods.*—Where

any person who either before or after the passing of this act has been previously convicted of any offence specified in the first schedule hereto, and involving fraud or dishonesty, is found in the possession of stolen goods, evidence of such previous conviction shall be admissible as evidence of his knowledge that such goods have been stolen; and in any proceedings that may be taken against him as receiver of stolen goods, or otherwise in relation to his having been found in possession of such goods, proof may be given of his previous conviction before evidence is given of his having been found in possession of such stolen goods; provided that not less than seven days' notice shall be given to such person that proof is intended to be given of his previous conviction, and that he will be deemed to have known such goods to have been stolen until he has proved the contrary.

Moreover, where proceedings are taken against any person for having in his possession stolen goods, evidence may be given that there were found in the possession of such person other goods stolen within the preceding period of twelve months, and such evidence may be taken into consideration for the purpose of proving that such person knew the goods to be stolen which form the subject of the proceedings taken against him.

Any constable or police officer may, if authorised so to do in writing by a chief officer of police, enter any house, shop, warehouse, yard, or other premises in search of stolen goods, and make such search and seize and secure any property he may believe to have been stolen, in such manner as he would be authorised to do if he had a search warrant, and the property seized, if any, corresponded to the property described in such search warrant: Provided that in every case in which any property is seized, the person on whose premises it was at the time of seizure, or the person from whom it was taken if other than the person on whose premises it was, shall, unless previously charged with receiving the same knowing it to have been stolen, be summoned within three days before a justice of the peace or other competent magistrate to account for his possession of such property, and such justice or other magistrate shall make such order respecting the disposal of such property as the justice of the case may require; and it shall be lawful for any chief officer of police to give such authority as aforesaid in the following cases:—

First. When such premises are at, or have been within eighteen months of, the time of such search in the occupation of any person who has been convicted of receiving stolen property or of harbouring thieves:

Second. When such premises are at the time of such search in the occupation of any person who has been convicted of any offence involving fraud or dishonesty, and punishable by penal servitude or imprisonment:

And it shall not be necessary for such chief officer of police in giving such authority to specify any particular property, but he may give such authority if he has reason to believe generally that such premises are being made a receptacle for stolen goods.

PART V.

ASSAULTS ON POLICE.

12. *Assaults on police.*—Where any person is convicted of an assault and battery on any constable or police or peace officer when in the execution of his duty, such person shall on summary conviction before two or more justices, or one stipendiary magistrate, be liable either to pay a penalty not exceeding twenty pounds, and in default of payment to be imprisoned for a term not exceeding six months, or in the discretion of the court, to be imprisoned for any term not exceeding six months, with or without hard labour.

PART VI.

GENERAL PROVISIONS.

13. *Power to remand.*—Any person accused of an offence punishable on summary conviction under this act may be remanded from time to time by the justices or magistrate before whom he is brought for the purpose of enabling evidence to be obtained against him, or for any other just cause.

14. *Forms in schedule.*—The forms set forth in the second schedule to this act, or forms as near thereto as circumstances admit, may be used in all matters to which such forms refer, and when used shall be deemed to be valid and sufficient in law.

15. *Constabulary station to include police stations in Dublin.*—The term "constabulary station" in section four of "The Penal Servitude Act, 1864," shall include any police station within the police district of Dublin metropolis.

16. *Children of convicts.*—The provisions of "The Industrial Schools Act, 1861," shall apply to all children under the age of fourteen years of any woman who shall be convicted for the second time of any offence specified in the first schedule hereto, when such children shall at the time of the conviction be under her care and control, and have no visible means of subsistence.

17. *Penalty on dealer in old metals.*—Any dealer in old metals as defined in "The Old Metal Dealers Act, 1861," who shall either personally or by any servant or agent purchase, receive, or bargain for lead, whether new or old, in any quantity at one time of less weight than one hundred and twelve pounds, or who shall personally or by any servant or agent purchase, receive, or bargain for copper, whether new or old, in any quantity at one time of less weight than fifty-six pounds, shall be liable to a penalty of five pounds, to be recovered in the same manner as penalties incurred under the said recited act are therein directed to be recovered.

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FIRST SCHEDULE.

Any felony not punishable with death also, or the offence of uttering false or counterfeit coin or of possessing counterfeit gold or silver coin, or the offence of obtaining goods or money by false pretences, or the offence of conspiracy to defraud, or misdemeanor under the fifty-eighth section of the twenty-fourth and twenty-fifth Victoria, chapter ninety-six.

SECOND SCHEDULE.

Robbery, theft, assault with intent to rob, stoutthrief, falsehood, fraud, and wilful imposition, obtaining goods or money by false pretences, uttering false or counterfeit coin.

THIRD SCHEDULE.

To a constable of the said county of
To wit. { and to the keeper of the prison at
in the said county, and to the governor of the
(convict prison).

Whereas A.B. was this day brought before me the undersigned, one of Her Majesty's justices of the peace in and for the said county of having been taken into custody by C.D., a constable of the said county, under the provisions of "The Habitual Criminals Act, 1869," the said A.B. being the holder of a licence granted under "The Penal Servitude Acts, 1853, 1857, and 1864," or some of them, and suspected of getting a livelihood by dishonest means, and the said A.B. the holder of the said licence, having failed to make it appear to the satisfaction of me the said justice that he is not getting a livelihood by dishonest means, the said licence so held by the said A.B. is forfeited; I, the said justice, in pursuance of the above first-recited act, do commit the said A.B. to the prison, there to be detained until he can conveniently be removed to the (convict prison); and I the said justice do therefore require you the said constable to take the said A.B., and him safely to convey to the prison aforesaid, and there to deliver him to the keeper thereof, together with this precept; and I do hereby command you the said keeper to receive into your custody the said A.B. in the said prison, and there safely keep him until he can conveniently be removed as aforesaid; and I do hereby require the said governor of the said (convict prison) to receive the said A.B., and to detain him until he has undergone the term of penal servitude to which he is liable under "The Penal Servitude Acts, 1853, 1857, and 1864," or some of such acts.

Given under my hand and seal at in the said
county, this day of in the year of our
Lord, one thousand eight hundred and

To a constable in the said county of
To wit. { and to the keeper of the house of correction at
in the said county.

Whereas A.B., being a person subject by the provisions of "The Habitual Criminals Act, 1869," to the supervision of the police, has been taken into custody by C.D., a constable, and brought this day before us the undersigned, two of Her Majesty's justices of the peace in and for the county of, and charged before us upon the oath of the said C.D., taken before us in the presence and hearing of the said A.B. [with being suspected by the said C.D. of getting his livelihood by dishonest means] or [with being found by the said C.D. in, under such circumstances as to give rise to suspicion that the said A.B. was about to commit or aid in the commission of a crime punishable on summary conviction or indictment (that is to say), or waiting for an opportunity to commit or aid in the commission of a crime punishable on summary conviction or indictment (that is to say),] or [with being found by in or upon a dwelling house, or building, or yard, or premises, being parcel of or attached to a dwelling house, or in or upon a shop, warehouse, counting-house, or other place of business, or in any garden, orchard, pleasure ground, or nursery ground, the said A.B. not being able satisfactorily to account for his being found on the said].

We, the said justices, do in pursuance of the above-recited act convict the said A.B. of the said offence, and adjudge that the said A.B. for the said offence shall be imprisoned in the house of correction at in the said county, and there kept to hard labour for the space of . These are therefore to command you, the said constable, to take the said A.B. and him safely to convey to the house of correction aforesaid, and there to deliver him to the keeper thereof, together with this precept; and we do hereby command you, the said keeper of the said house of correction, to receive the said A.B. into your custody in the said house of correction, there to imprison him and keep him to hard labour for the space of

Given under our hands and seals at in the said
county this day of in the year of our
Lord, one thousand eight hundred and

To a constable of the said county of
To wit. { and to the keeper of the house of correction at
in the said county of

Whereas A.B. has been this day brought before us, the undersigned, two of Her Majesty's justices of the peace in and for the

county of _____, under the provisions of "The Habitual Criminals Act, 1869," and it has been duly proved upon oath before us that the said A.B. has been three times convicted of felony: And whereas he is charged before us upon the oath of C.D., a constable, for that the said A.B. on the _____ day of _____ at the parish of _____ in the said county of _____

"was found by the said C.D. in _____ under such circumstances as to give rise to suspicion that he was about to commit or to aid in the commission of a crime punishable on summary conviction or indictment, or was waiting for an opportunity to commit or aid in the commission of a crime punishable on indictment or summary conviction;" or, ["was found by _____ in or upon any dwelling house, or any building, or yard, or premises, being parcel of or attached to such dwelling house, or in or upon any shop, warehouse, counting-house, or other place of business, or in any garden, orchard, pleasure ground, or nursery ground, without being able satisfactorily to account for his being found on such premises,"] contrary to the statute: Now we the said justices do, in pursuance of the above-recited act, convict the said A.B. of the said offence, and adjudge that the said A.B. for the said offence shall be imprisoned in the house of correction at _____ in the said county, and there kept to hard labour for the space of _____

These are therefore to command you, the said constable, to take the said A.B. and him safely to convey to the house of correction aforesaid, and there to deliver him to the keeper thereof, together with this precept; and we do command you, the said keeper of the said house of correction, to receive the said A.B. into your custody in the said house of correction, there to imprison him and keep him to hard labour for the space of _____

Given under our hands and seals at _____ this _____ day of _____ in the year of our Lord, one thousand eight hundred and _____

To _____ a constable of the said county of _____, and to the keeper of the house of correction at _____ in the said county of _____

Whereas A.B. was on this day duly convicted before me the undersigned, one of Her Majesty's justices of the peace in and for the county of _____ having been brought before me by C.D., a constable, under the provisions of "The Habitual Criminals Act, 1869," and charged upon the oath of the said C.D., taken before me in the presence and hearing of the said A.B. of being a rogue and vagabond within the intent and meaning of the statutes made in the fifth year of the reign of His late Majesty King George the Fourth, intituled "An Act for the Punishment of idle and disorderly Persons and Rogues and Vagabonds in that Part of Great Britain called England," and "The Habitual Criminals Act, 1869," before mentioned (that is to say), for that the said A.B. on the _____ day of _____ in the year of our Lord, one thousand eight hundred and _____ in the parish of _____ in the said county of _____ [here set out the circumstances under which the justice was of opinion that the said A.B. might reasonably be suspected to have intended to commit a felony], contrary to the said statutes. And it was thereby adjudged, that the said A.B. for the said offence should be imprisoned at the house of correction at _____ in the said county, and there kept to hard labour for the space of _____

These are therefore to command you the said constable to take the said A.B., and him safely to convey to the house of correction aforesaid, and there to deliver him to the keeper thereof, together with this precept; and I do command you, the said keeper of the said house of correction, to receive the said A.B. into your custody in the said house of correction, there to imprison him and keep him to hard labour for the space of _____

Given under my hand and seal at _____ this _____ day of _____ in the year of our Lord, one thousand eight hundred and _____

THE SANITARY LOANS ACT.

32 & 33 VICT. CAP. 100.

An Act to facilitate the borrowing Money in certain Cases for the Purpose of "The Sanitary Act, 1866," and the Acts amending the same; and for other Purposes.—[11th August, 1869.]

Whereas by the Sanitary Act, 1866, the Sewage Utilisation Act, 1861, and the Sanitary Act, 1868, one of Her Majesty's Principal Secretaries of State is empowered, in case of any sewer authority, local board, or nuisance authority making default in performing their duty in relation to the sanitary matters therein mentioned, to appoint a person to perform the same, and it is by the said acts provided that the person so appointed should be invested in the performance of his duties with all the powers of the authority in default, and that the expenses of the performance of such duties shall be a debt due from the authority in default and repayable out of any local rate leviable by them:

And whereas it is expedient to give further facilities to the said Secretary of State in carrying into effect the provisions of the said Act:

Be it enacted by the Queen's most excellent Majesty, by and with the advice and consent of the Lords spiritual and temporal, and Commons, in this present Parliament assembled, and by the authority of the same, as follows:

1. *Short title.*—This act may be cited as "The Sanitary Loans Act, 1869."

2. *Application of act.*—This act shall not extend to Scotland or Ireland.

Cap. 99.

Cap. 100.

3. *Definition of "local authority."*—"Sewer authority," "local board," and "nuisance authority," shall have the same meaning as they respectively have in the Sanitary Act, 1868, and "local authority" shall include all the said authorities.

"Local rate" shall have the same meaning as it has in the eighth section of the Sanitary Act, 1868.

4. *Certificate of Secretary of State as to expenses and loans.*—One of Her Majesty's Principal Secretaries of State may, from time to time, certify under his hand the amount of expense that has been incurred, or an estimate of the expenses about to be incurred, by any person appointed by the Secretary of State for the purpose of performing the duty of a defaulting local authority; he may also, from time to time, certify under his hand the amount of any loan required to be raised for the purpose of defraying any expense that may have been so incurred, or is estimated as about to be incurred; and the certificate of the said Secretary of State shall be conclusive as to the matters to which it refers.

5. *Power of Secretary of State to borrow money for sanitary purposes.*—Whenever the said Secretary of State certifies any loan to be required for the purpose of defraying any expenses incurred or to be incurred in the performance of the duty of a defaulting local authority, the Public Works Loan Commissioners, as defined for the purposes of the Public Works Loan Act, 1853, may, in manner and subject to the provisions of the said act, and the other enactments relating to the said commissioners and applicable to the case, advance to the said Secretary of State, or to any person appointed by him as aforesaid, the amount of the loan so certified to be required on the security of the local rate, without requiring any other security, and the said Secretary of State, or the person appointed as aforesaid, may, by any instrument under his hand, charge the local rate with the repayment of the principal and interest due in respect of such loan, and any such charge shall have the same effect as if the defaulting local authority were empowered to raise such loan on the security of the local rate, and had duly executed an instrument charging the same upon the local rate; and the certificate of the Secretary of State certifying any loan to be required or appointing a person to perform the duty of a defaulting local authority shall be taken as conclusive evidence that all the requirements of the forty-ninth section of the "Sanitary Act, 1866," and of any other enactment relating thereto, have been duly complied with, and that the person appointed to perform the duty of the defaulting local authority has been duly appointed.

6. *Remedy for principal and interest.*—Any principal money or interest for the time being due in respect of any loan under this act made for payment of the expenses incurred or to be incurred in the performance of the duty of a defaulting local authority shall be taken to be a debt due from such authority, and, in addition to any other remedies, may be enforced in the manner in which a debt due from a defaulting authority may be enforced in pursuance of the said eighth section of the "Sanitary Act, 1868."

7. *Application of surplus of loan.*—If the amount of any loan raised for defraying the expenses incurred or to be incurred in the performance of the duty of a defaulting local authority is not wholly expended in defraying such expenses, the overplus (if any), the amount to be ascertained by a certificate of the Secretary of State, shall be paid to or to the order of the defaulting authority.

8. *Secretary of State may change person performing duties of local authority.*—The said Secretary of State may from time to time, by order under his hand, change the person appointed by him to perform the duty of a defaulting local authority.

9. *Power of Secretary to order payments.*—The Secretary of State may make order for the payment of the costs of all inquiries or proceedings directed by him in pursuance of the Local Government Act 1858, the Sanitary Acts 1866, 1868, the Sewage Utilization Acts 1865, 1867, or any of such acts, and as to the parties by whom or the rates out of which such costs shall be borne; and such orders may be enforced in the same way as orders for costs of appeals under the eighty-first section of the Local Government Act 1858.

10. *Definition of expenses.*—"Expenses" for the purposes of this Act shall include all sums payable by or by the order of the Secretary of State, or the person appointed by him, on the occasion of a default being made by any local authority in the performance of its duties in relation to sanitary matters.

32 & 33 VICT. CAP. 101.

An Act for authorising a Guarantee of a Loan to be raised by Canada for a Payment in Respect of the Transfer of Rupert's Land.—[11th August, 1869.]

32 & 33 VICT. CAP. 102.

An Act for making further Provision respecting the borrowing of Money by the Metropolitan Board of Works; and for other Purposes connected therewith.—[9th August, 1869.]

32 & 33 VICT. CAP. 103.

An Act to amend the Law relating to the Warehousing of Wines and Spirits in Customs and Excise Warehouses; and for other Purposes relating to Customs and Inland Revenue.—[11th August, 1869.]

DIVIDENDS AND STOCK ACT.

32 & 33 VICT. CAP. 104.

An Act for facilitating the Payment of Dividends on the Public Stocks, and for making Regulations with Respect thereto.—[11th August, 1869.]

Whereas it is expedient to give greater facilities for the payment of dividends on the public stocks, and to make further regulations in respect thereto:

Be it enacted by the Queen's most excellent Majesty, by and with the advice and consent of the Lords spiritual and temporal, and Commons, in this present Parliament assembled, and by the authority of the same, as follows:

Sect. 1. *Short title.*—This act may be cited for all purposes as "The Dividends and Stock Act, 1869."

2. *Power to send dividend warrants by post.*—It shall be lawful for the Governor and Company of the Bank of England, hereinafter called the Bank, from time to time, with the sanction of the Commissioners of the Treasury, to make arrangements for payment of dividends on any stocks by sending warrants through the post. Every such warrant shall be deemed to be a cheque on the said Governor and Company within the intent and meaning of the statute of the twenty-first and twenty-second Victoria, chapter seventy-nine.

3. *Effect of posting a warrant.*—Every stockholder desirous of having his dividend warrants sent to him by post shall make a request accordingly in writing to the Bank, such writing to be signed by him, and to be in a form approved by the Bank and by the said commissioners, and shall give to the Bank an address in the United Kingdom to which the letters containing such warrants are from time to time to be sent, and the posting by the Bank of any letter addressed to a stockholder at his request at the address given by him to the Bank, and containing a dividend warrant, shall, as respects the liability of the Bank, be equivalent to the delivery of such warrant to the stockholder himself.

4. *Change of day on which dividends on stock fall due.*—The half-yearly dividends due on any public stocks which at the time of the passing of this act fall due on the tenth of October in each year shall from and after the passing of this act become due on the fifth of October instead of the tenth of October.

5. *Audit of dividends.*—The Treasury may from time to time make regulations as to the mode in which the audit of the accounts relating to dividends on public stocks is to be held by the Commissioners for Auditing the Public Accounts, and may if they think fit, dispense with such audit altogether.

6. *Definition of terms.*—In this act "public stocks" shall mean and include any stock forming part of the National Debt, and transferable in the books of the Bank:

"Stockholder" shall mean the proprietor of any share in the public stocks:

"Person" shall include corporation:

"United Kingdom" shall include the Channel Islands, the Isle of Man, and any other islands adjacent to any part of the United Kingdom:

"Warrant" shall include draft, order, cheque, or any other document used as a medium for payment of dividends.

32 & 33 VICT. CAP. 105.

An Act for empowering the Public Works Loan Commissioners to advance a Sum not exceeding Two Hundred and Fifty Thousand Pounds for the Improvement of the Harbour of Galle in the Colony of Ceylon.—[11th August, 1869.]

32 & 33 VICT. CAP. 106.

An Act to enable the Secretary of State in Council of India to raise Money in the United Kingdom for the Service of the Government of India.—[11th August, 1869.]

32 & 33 VICT. CAP. 107.

An Act to amend "The Metropolitan Commons Act, 1866."—[11th August, 1869.]

32 & 33 VICT. CAP. 108.

An Act to amend "The Sanitary Act, 1866," so far as the same relates to Ireland.—[11th August, 1869.]

32 & 33 VICT. CAP. 109.

An Act for repealing Part of an Act of the First Year of the Reign of their Majesties King William and Queen Mary, intituled "An Act to vest in the two Universities the Presentations of Benefices belonging to Papists;" and for securing Uniformity in the Law relating to the Residence of spiritual Persons upon their Benefices, and to the Penalties and Forfeitures consequent on Non-residence.—[11th August, 1869.]

Cap. 104.

Cap. 110.

CHARITABLE TRUSTS ACT.

32 & 33 VICT. CAP. 110.

An Act for amending the Charitable Trusts Acts.—[11th August, 1869.]

Whereas doubts have arisen respecting the construction of some provisions of the Charitable Trusts Acts, and it is expedient to remove such doubts and otherwise to amend those acts:

Be it enacted by the Queen's most excellent Majesty, by and with the advice and consent of the Lords spiritual and temporal and Commons, in this present Parliament assembled, and by the authority of the same, as follows:

Preliminary.

Sect. 1. *Short title.*—This act may be cited as "The Charitable Trusts Act, 1869."

2. *Extent of act.*—This act shall not extend to Scotland or Ireland.

3. *Act to be construed with 16 & 17 Vict. c. 137, 18 & 19 Vict. c. 124, 23 & 24 Vict. c. 136, 25 & 26 Vict. c. 112.*—This act, so far as is consistent with the tenor thereof, shall be construed as one with "The Charitable Trusts Act, 1853," "The Charitable Trusts Amendment Act, 1855," and "The Charitable Trusts Act, 1860," and the act of the session of the twenty-fifth and twenty-sixth years of the reign of Her present Majesty, chapter one hundred and twelve, "for establishing the jurisdiction of the Charity Commissioners in certain cases" (which may be cited as "The Charitable Trusts Act, 1862"), and those acts, together with this act, may be cited as "The Charitable Trusts Act, 1853 to 1869."

4. *Amendment of sect. 3, of 23 & 24 Vict. c. 136, s. 3.*—A notice under section three of "The Charitable Trusts Act, 1860," need not be sent by the Board of Charity Commissioners for England and Wales to any trustee or administrator of a charity who has been party or privy to the application to the board upon which they exercise their jurisdiction.

5. *Mode of application to board.*—An application to the Board of Charity Commissioners for England and Wales, for the purposes of "The Charitable Trusts Act, 1853 to 1869," when made by the trustees or persons acting in the administration of the charity, may be made in writing signed by any person authorised in that behalf by a resolution passed by a majority of those trustees or persons who are present at a meeting of their body duly constituted and vote on the question.

6. *Powers of board on application.*—The board shall be deemed to have and to have always had power in any order made upon an application to them, for the exercise of their jurisdiction under "The Charitable Trusts Acts, 1853 to 1869," to insert in the order any incidental provisions which they think expedient for carrying into effect the substantial objects of the application, and which they would have had power to insert if such provisions had been included in the application.

7. *Notice of order.*—23 & 24 Vict. c. 136, s. 6.—Nothing in "The Charitable Trusts Acts, 1853 to 1869," shall be deemed to require or to have required the board, upon modifying a proposed order in manner provided by section six of "The Charitable Trusts Act, 1860," after the publication thereof, to give public notice of such modified order in the manner provided by that section with respect to the order originally proposed, unless they think further notice desirable.

8. *Discharge of order of board for irregularity.*—The board shall be deemed to have and to have always had power with or without any application to discharge, within twelve months after an order is made by them, the whole or any part of any order appearing to have been made by them by mistake or on misrepresentation, or otherwise than in conformity with "The Charitable Trusts Acts, 1853 to 1869."

Every order made by the board, in exercising their jurisdiction under "The Charitable Trusts Acts, 1853 to 1869," shall, until discharged or varied by the board or by the Court of Chancery, on appeal under section eight of "The Charitable Trusts Act, 1860," have effect according to its tenor.

Every order of the board shall, subject to all powers which the Court of Chancery has to discharge or vary it, under section eight of "The Charitable Trusts Act, 1860," and subject to the power of the board to discharge it wholly or partially for the causes mentioned in this section, be deemed to have been duly and formally made, and no objection thereto on the ground only of irregularity or informality shall be entertained.

9. *Employment of persons to prepare and defend scheme.*—The board, if they think it desirable, where the gross annual income of a charity school is in their opinion sufficient to bear the expense, may, upon the application of the trustees or of any other person or persons entitled to apply to them in that behalf, employ or may authorise the trustees or persons acting in the administration of such charity to employ skilled and competent persons to prepare any scheme, order, statement, or other proceeding for the purposes of "The Charitable Trusts Act, 1853 to 1869," with respect to such charity, or to make or assist in any survey or local inquiry with reference thereto, and may order the costs incurred under this section or upon any inquiry by an inspector, or in consequence of the employment of any person to appear on behalf of the respondent upon any appeal against any scheme or order, to be provided in the same manner as if they were costs of a transaction mentioned in section thirty-six of "The Charitable Trusts Act, 1855."

10. *Appeals under 23 & 24 Vict. c. 136.*—A petition to the

Court of Chancery under section eight of "The Charitable Trusts Act, 1860," may be presented in the case of all charities by the same persons only as in the case of a charity the gross annual income of which does not exceed fifty pounds.

11. *Service of Attorney-General by appellant under sect. 8 of 23 & 24 Vict. c. 136, s. 8.*—A petition shall not be presented to the Court of Chancery by any person under section eight of "The Charitable Trusts Act, 1860," before the expiration of twenty-one days after written notice under the hand of the appellant of his intention to present such petition has been served on the Attorney-General by delivering the same to the solicitor who acts for him in *ex-officio* proceedings relating to charities.

12. *Legal power of majority of trustees to deal with charity estates.*—Where the trustees or persons acting in the administration of any charity have power to determine on any sale, exchange, partition, mortgage, lease, or other disposition of any property of the charity, a majority of those trustees or persons who are present at a meeting of their body duly constituted and vote on the question shall have and be deemed to have always had full power to execute and do all such assurances, acts, and things, as may be requisite for carrying any such sale, exchange, partition, mortgage, lease, or disposition into effect, and all such assurances, acts, and things shall have the same effect as if they were respectively executed and done by all such trustees or persons for the time being and by the official trustee of charity lands.

13. *Legal proceedings by trustees of charities for protection of charity property, &c.*—The majority of the trustees of any charity, if authorised by the board, may institute and maintain any action, suit, petition, or other proceeding in the same manner in all respects as if they were the sole trustees of the charity.

Where the trustees, or the majority of the trustees, of any charity institute and maintain any action, suit, petition, or other proceeding under the authority of the board, such action, suit, petition, or other proceeding shall not abate or become discontinued or of no effect by reason of the death or removal from office of any of the trustees, or of the addition of any new trustee, but shall continue and have effect for and against the trustees for the time being of the charity, in the same manner as if they were actually named therein.

14. *Application by exempted charities to have benefit of act (see 16 & 17 Vict. c. 137, s. 3).*—Either the trustees or the persons acting in the administration of any charity exempted from the operation of "The Charitable Trusts Acts, 1853 to 1869," may apply to the board to have the said acts or any provisions thereof specified in the application extended to such charity: Such application shall be made by such of the said trustees or persons as having regard to the value of the charity might under the provisions of the said acts, if the charity were not exempted therefrom, make an application for a scheme to any judge or court or to the board, and shall be made in the same manner and according to the same regulations as such application.

On any such application the board may make an order directing that the said acts or any provisions of them specified in the application shall extend, and such acts or provisions shall thereupon after the date of the order extend to such charity in the same manner as if it were not exempted therefrom.

Before making any order under this section the board shall cause such notices of the proposed order to be given as by section three of "The Charitable Trusts Act, 1860," as amended by this act, and by section six of the same act are required to be given before the making of an order for establishing a scheme.

15. *Extension of part of acts to registered places of religious worship.*—So much of "The Charitable Trusts Acts, 1853 to 1869," as authorises and relates to orders of the board for the appointment or removal of trustees of a charity, or for or relating to the vesting of any real or personal estate belonging thereto, or for the establishment of any scheme for the administration of any charity, shall extend to buildings registered as places of meeting for religious worship with the Registrar-General of Births, Deaths, or Marriages in England, and *bona fide* used as places of meeting for religious worship: Provided that no such order shall be made except upon the application of the trustees or persons acting in the administration of the charity, made in manner provided by section four of "The Charitable Trusts Act, 1860," or by this act. Save as provided by this section, such buildings shall continue exempted from "The Charitable Trusts Acts, 1853 to 1869."

16. *Treasury to fix scale of fees.*—Scale to be laid before Parliament.—The Lords Commissioners of Her Majesty's Treasury may from time to time prescribe a scale of fees to be charged for any business done by the board under this or any other act, and may direct whether the same shall be imposed by stamps or otherwise, and by whom and in what manner the same shall be collected, accounted for, and appropriated; and before any such fees shall be taken or received by the said Charity Commissioners every such scale of fees shall be published in the *London Gazette*. The scale of fees shall be laid before both Houses of Parliament within thirty days after the same has been so prescribed if Parliament is then sitting, and if not, within thirty days after the then next meeting of Parliament; and if any such scale shall be disapproved of by both Houses of Parliament within one month after the same shall have been so laid before Parliament, such fees or such parts thereof as shall be disapproved of shall not be charged by the board.

17. *Repeal.*—The enactments described in the schedule to this act are hereby repealed; provided that,

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- (1) This repeal shall not affect anything already done or suffered, or any right acquired or order made, under such enactments:
- (2) Any proceedings already commenced under the enactments hereby repealed shall be proceeded with in the same manner as if this repeal had not been made.

SCHEDULE.

Date.	Title.	
16 & 17 Vict. c. 137.	An Act for the better Administration of Charitable Trusts ...	In part; namely,
	Section 63.	
23 & 24 Vict. c. 136.	An Act to amend the Law relating to the Administration of Endowed Charities ...	In part; namely
	Section 16.	

32 & 33 VICT. CAP. 111.

An Act for the Relief of Archbishops and Bishops when incapacitated by Infirmary.—[11th August, 1869.]

ADULTERATION OF SEEDS ACT.

32 & 33 VICT. CAP. 112.

Cap. 112.

An Act to prevent the Adulteration of Seeds.—[11th August, 1869.]

Whereas the practice of adulterating seeds, in fraud of Her Majesty's subjects, and to the great detriment of agriculture, requires to be repressed by more effectual laws than those which are now in force for that purpose:

Be it therefore enacted by the Queen's most excellent Majesty, by and with the advice and consent of the Lords spiritual and temporal, and Commons, in this present Parliament assembled, and by the authority of the same, as follows:

Sect. 1. *Title of act.*—This act may be cited as "The Adulteration of Seeds Act, 1869."

2. *Interpretation of terms.*—In this act—

The term "to kill seeds" means to destroy by artificial means the vitality or germinating power of such seeds:

The term "to dye seeds" means to give to seeds by any process of colouring, dyeing, sulphur smoking, or other artificial means the appearance of seeds of another kind.

3. *Offences in relation to seeds.*—Every person who, with intent to defraud or to enable another person to defraud, does any of the following things; that is to say,

- (1.) Kills or causes to be killed any seeds; or,
- (2.) Dyes or causes to be dyed any seeds; or,
- (3.) Sells or causes to be sold any killed or dyed seeds,

shall be punished as follows; that is to say,

- (1.) For the first offence he shall be liable to a penalty not exceeding five pounds;
- (2.) For the second and any subsequent offence he shall be liable to pay a penalty not exceeding fifty pounds:

Moreover, in every case of a second or any subsequent offence against this act, it shall be lawful for the court, besides inflicting upon the person guilty of such offence the punishment directed by this act, to order the offender's name, occupation, place of abode, and place of business, and particulars of his punishment under this act, to be published, at the expense of such offender, in such newspaper or newspapers, or in such other manner as the court may think fit to prescribe.

4. *Summary proceedings for offences, penalties, &c.*—Any forfeiture or penalty under this act may be recovered, enforced, and applied as follows:

In England, before two justices of the peace in manner directed by the act of the session of the eleventh and twelfth years of the reign of Her present Majesty, chapter forty-three, intitled "An Act to facilitate the Performance of the Duties of Justices of the Peace out of Sessions within England and Wales with respect to summary Convictions and Orders," and any act amending the same:

In Scotland, in manner directed by "The Summary Procedure Act, 1864," and any act amending the same, or by any police or other act for the time being in force in any place, and providing for the recovery of forfeitures and penalties:

In Ireland, in manner directed by "The Petty Sessions (Ireland) Act, 1851," and any act amending the same; and in Dublin by the acts regulating the powers of justices of the peace, or of the police of Dublin metropolis.

Any jurisdiction by this section authorised to be exercised by two justices may be exercised by any of the following magistrates within their respective jurisdictions; that is to say,

As to England, by any metropolitan police magistrate sitting alone at a police court or other appointed place, or by the Lord Mayor or any alderman of the City of London, sitting alone or with others within the said city:

As to Scotland, by the sheriff or sheriff substitute, or by any police magistrate of a burgh:

As to Ireland, by any one or more divisional magistrate of police in the police district of Dublin, and elsewhere by one or more justice or justices of the peace in petty sessions.

The term "court" shall include the justices, magistrates, or other person or persons before whom proceedings may be had for the recovery of any forfeiture or penalty.

5. *Intent to defraud particular person need not be alleged.*—In any proceeding for any offence against this act, it shall be sufficient to allege that the party accused did the act charged with intent to defraud or to enable some other person to defraud, without alleging an intent to defraud any particular person or an intent to enable any particular person to defraud any particular person; and on the trial of any such offence it shall not be necessary to prove an intent to defraud any particular person or an intent to enable any particular person to defraud any particular person, but it shall be sufficient to prove that the party accused did the act charged with an intent to defraud or with intent to enable some other person to defraud, or with the intent that any other person might be enabled to defraud.

6. *Appeal from summary conviction.*—In England where the person who is convicted under this act thinks himself aggrieved by the conviction, such person may appeal to the next court of general or quarter sessions, held not less than twelve days after the day of such conviction for the county or place where the conviction is had, in manner and upon the conditions in and upon which a person aggrieved by a summary conviction under the act of the session of the twenty-fourth and twenty-fifth years of the reign of Her present Majesty, chapter ninety-six, may appeal in pursuance of the one hundred and tenth section of the said act.

In Scotland and Ireland, in like cases as in England, an appeal shall lie in manner in that behalf provided by the law of Scotland and of Ireland respectively.

A summary conviction under this act in England shall not be quashed for want of form or be removed by *certiorari*; and a warrant of commitment on any such conviction shall not be held void by reason of any defect therein, if it is therein alleged that the person therein named has been convicted, and there is a good conviction to sustain the same.

7. *Limiting time for proceedings under this act.*—Every complaint under this act against any person in respect of selling or causing to be sold any killed or dyed seeds shall be commenced within twenty-one days from the time of the commission of the offence complained of.

8. *Court may order prosecutor to pay costs of unreasonable prosecution.*—Whenever any complaint is preferred against any person under this act, and the court upon the hearing thereof determines that it is not *bonâ fide* made upon reasonable and probable cause, it shall be lawful for the court in its discretion to direct and order that the prosecutor or other person by whom or at whose instance such complaint has been preferred shall pay unto the accused person the just and reasonable costs, charges, and expenses, to be settled by the court, of such accused person and his witnesses, occasioned by or consequent upon the preferring of such complaint; and upon nonpayment of such costs, charges, and expenses within fourteen days after the date of such direction and order, it shall be lawful for the court to enforce payment of the same in the same manner as if such costs were a penalty incurred by the person liable to pay the same.

9. *Other remedies not to be affected.*—Nothing in this act contained shall prejudice or affect the power of proceeding by indictment or libel in respect of any offence herein provided for, nor shall any proceeding, conviction, or judgment to be had or taken under the provisions hereof against any person prevent, lessen, or impeach any remedy by civil process at law or in equity which any party aggrieved by any offence against this act might have had if this act had not been passed.

10. *Commencement of act.*—This act shall commence and take effect on the first day of May, one thousand eight hundred and seventy.

32 & 33 VICT. CAP. 113.

An Act to prohibit for a limited Period the Importation, and to restrict and regulate the Carriage, of Nitro Glycerine.—[11th August, 1869.]

32 & 33 VICT. CAP. 114.

An Act to amend the Law relating to the Abandonment of Railways and the Dissolution of Railway Companies.—[11th August, 1869.]

32 & 33 VICT. CAP. 115.

An Act for amending the Law relating to Hackney and Stage Carriages within the Metropolitan Police District.—[11th August, 1869.]

Cap. 112. Cap. 116.

32 & 33 VICT. CAP. 116.

An Act to amend "The Titles to Land Consolidation (Scotland) Act, 1868."—[11th August, 1869.]

PHARMACY ACT (1868) AMENDMENT ACT.

32 & 33 VICT. CAP. 117.

Cap. 117.

An Act to amend "The Pharmacy Act, 1868."
[11th August, 1869.]

Whereas it is expedient to amend the provisions of "The Pharmacy Act, 1868," in regard to duly qualified medical practitioners and veterinary surgeons, and in other respects:

Be it enacted by the Queen's most excellent Majesty, by and with the advice and consent of the Lords spiritual and temporal, and Commons, in this present Parliament assembled, and by the authority of the same, as follows:

Sect. 1. *Reserving rights of certain persons.*—Nothing contained in the first fifteen sections of the recited act shall affect any person who has been registered as a legally qualified medical practitioner before the passing of this act; and the said clauses shall not apply to any person who may hereafter be registered as a legally qualified practitioner, and who, in order to obtain his diploma for such registration, shall have passed an examination in pharmacy; nor shall the said clauses prevent any person who is a member of the Royal College of Veterinary Surgeons of Great Britain, or holds a certificate in veterinary surgery from the Highland and Agricultural Society of Scotland, from dispensing medicines for animals under his care.

2. *Period within which certificates under sect. 4 of recited act to be produced to registrar.*—The time within which certificates may be produced to the registrar under section four of the said act, by persons employed as assistants before the passing of the said act, shall be extended to the thirty-first day of December, one thousand eight hundred and sixty-nine, and the certificates given under the same section according to Schedule (A.) of this act shall be sufficient.

3. *Excepting medicine supplied by a legally qualified medical man.*—Nothing contained in section seventeen of the said recited act shall apply to any medicine supplied by a legally qualified medical practitioner to his patient or dispensed by any person registered under the said act, provided such medicine be distinctly labelled with the name and address of the seller, and the ingredients thereof be entered, with the name of the person to whom it is sold or delivered, in a book to be kept by the seller for that purpose.

4. *Section 23 and Schedule (E.) repealed.*—Section 23 and Schedule (E.) of the said recited act are hereby repealed.

5. *Schedule (F.) amended.*—Schedule (F.) of the said recited act is hereby altered by substituting for the second column headed "Name of Purchaser" a column headed "Name and Address of Purchaser."

SCHEDULE (A.)

DECLARATIONS to be signed by and on behalf of any assistant claiming to be registered under "The Pharmacy Act, 1868."

To the Registrar of the Pharmaceutical Society of Great Britain.

I hereby declare that the undersigned residing at _____ in the county of _____ had for three years before the thirty-first day of July, one thousand eight hundred and sixty-eight, been employed in dispensing and compounding prescriptions as an assistant to a pharmaceutical chemist or chemist and druggist, and attained the age of twenty-one years.

As witness my hand this _____ day of _____ 186 ____
A.B. Qualified Medical Practitioner.
C.D. Pharmaceutical Chemist.
E.F. Chemist and Druggist.
G.H. Magistrate.

To be signed by one of the four parties named.

I hereby declare that I was an assistant to _____ of _____ in the county of _____ in the year _____, and was for three years before the thirty-first day of July, one thousand eight hundred and sixty-eight, actually engaged in dispensing and compounding prescriptions, and that I had attained the full age of twenty-one years at the above-named date.

N.O. Assistant.

LIST OF LOCAL AND PERSONAL AND PRIVATE ACTS.

LOCAL AND PERSONAL ACTS.

32 & 33 VICTORIA.

The titles to which the letter [P] is prefixed are public acts of a local character.

i. An Act to enable the Company of Proprietors of the West Middlesex Waterworks to raise a further Sum of Money; and for other Purposes.

ii. An Act for better supplying with Water Brymbo and Places adjacent in the County of Denbigh.

iii. An Act to amend the Acts relating to the London Necropolis and National Mausoleum Company; and for other Purposes.

iv. An Act to authorise the Company of Proprietors of Lambeth Waterworks to raise further Money; and for other Purposes.

v. An Act for making a Railway from the East Lincolnshire Line of the Great Northern Railway at Firsby to the Town of Wainfleet All Saints, in the Parts of Lindsey in the County of Lincoln; and for other Purposes.

vi. An Act to enable the Crystal Palace Company to grant Leases of certain Portions of their Land.

vii. An Act to alter and enlarge some of the Powers of the Rock Life Assurance Company; and for other Purposes.

viii. An Act for altering the Vestry of the Parish of Saint Giles Without Cripplegate within the Liberties of the City of London; and for other Purposes.

ix. An Act to amend "The Redheugh Bridge Act, 1866."

x. An Act to confer Powers upon the Corporation of Grimsby as to the West Marshes, and the Construction of a Bridge over the Old Dock, and of other Works at Grimsby; and for other Purposes.

xi. An Act to authorise the Mayor, Aldermen, and Burgesses of the Borough of Leeds to improve the Streets and Becks, and to make other Improvements in the said Borough; and for other Purposes.

xii. An Act for making better Provision for the Repair and Improvement of Great Tower Hill; and for other Purposes.

xiii. An Act to confirm a Working Agreement between the Dublin and Meath Railway Company and the Midland Great Western Railway of Ireland Company; and for other Purposes.

xiv. An Act to transfer the Harbour of Workington from the Trustees thereof to the Right Honourable William Earl of Lonsdale; to authorise the Improvement and Extension of that Harbour; and for other Purposes.

xv. An Act for dissolving the Ilkley Gas Company (Limited) and reincorporating the Proprietors therein with others, and to give them further Powers for supplying Gas to Ilkley and the Neighbourhood in the West Riding of the County of York; and for other Purposes.

xvi. An Act to subdivide the Shares of the Imperial (Fire) Insurance Company; and for other Purposes with respect to the future Management of the same Company.

xvii. An Act to sanction certain Proceedings of the Harrogate Waterworks Company with Reference to the Construction of Works and the raising of Money, and to empower them to construct additional Works and to raise further Money; and for other Purposes.

xviii. An Act to consolidate, define, and regulate the Capital of the South Devon Railway Company; and for other Purposes.

xix. An Act for making Provision for the Execution of "The London Coal and Wine Duties Continuance Act, 1868," as far as it relates to the freeing from Toll of the following Bridges on the Thames; namely, Kew, Kingston-upon-Thames, Hampton Court, Walton-upon-Thames, and Staines; and Chingford Bridge and Tottenham Mills Bridges on the Lee; and for other Purposes.

xx. An Act for authorising the Mayor and Commonalty and Citizens of the City of London to raise a further Sum of Money for the Completion of the Holborn Valley Viaduct, and the Streets and Works connected therewith.

xxi. An Act for making a Railway from the Great Southern and Western Railway in the Parish of Fermoy in the County of Cork to Lismore in the County of Waterford; and for other Purposes.

xxii. An Act to enable the West Ham Gas Company to increase their Capital; and for other Purposes with respect to the same Company.

xxiii. An Act to alter the Constitution of University College, London; and for other Purposes relating to the said College.

xxiv. An Act to enable the Parochial Board of the Parish of Edinburgh, and the Trustees of the Estate of Craiglockhart for behoof of said Board, to obtain from the Edinburgh Water Company a Supply of Water for the New Poorhouse, and other Buildings in connection therewith, erected or to be erected on the Lands of Craiglockhart.

Cap. i.
to xxiv.

Cap. xxv.
to xlvii.

xxv. An Act for dissolving the Manchester and Stockport Railway Company, and transferring their Undertaking to the Manchester, Sheffield, and Lincolnshire and Midland Railway Companies jointly; and for empowering the two last-mentioned Companies jointly to make a short Branch Railway out of the Stockport and Woodley Junction Railway; and for authorising a joint Ownership by those two Companies of the Newton and Compstall Railway and the Marple New Mills and Hayfield Junction Railway; and for granting running Powers to the Midland Railway Company over Parts of the Manchester, Sheffield, and Lincolnshire Railway; and for other Purposes.

xxvi. An Act to enable the Manchester, Sheffield, and Lincolnshire Railway Company to acquire additional Lands at Great Grimsby, in the County of Lincoln.

xxvii. An Act for empowering the Local Board of Melton Mowbray, in the County of Leicester, to provide a Cattle Market; and for conferring other Powers on the Local Board; and for other Purposes.

xxviii. An Act to authorise the Kent Coast Railway Company to provide for the Payment of their Mortgages by Means of redeemable Debenture Stock.

xxix. An Act for effecting an Arrangement with respect to the Mortgage and other Debts of the Enniskillen, Bundoran, and Sligo Railway Company; and for other Purposes.

xxx. An Act to make Provision respecting the use of Subways under the Management of the Commissioners of Sewers of the City of London and the Liberties thereof; and for other Purposes.

xxxi. An Act to authorise the Great Yarmouth Waterworks Company to raise more Money, and for the Prevention of Waste and Misuse of the Company's Water; and for other Purposes.

xxxii. An Act for authorising the Water Trust of Greenock to raise further Money; and for amending the Provisions of the Acts relating to the Trust; and for other Purposes.

xxxiii. An Act for authorising the Dumbarton Water Commissioners to make and maintain an additional Storage Reservoir and other Works, and to give an increased Supply of Water; for dividing the Burgh of Dumbarton into Wards; and for other Purposes.

xxxiv. An Act to enable the West Somerset Mineral Railway Company to enter into a working Agreement with and to grant a Lease of their Undertaking to the Ebbw Vale Steel Iron and Coal Company Limited; and for other Purposes connected with their Undertaking.

xxxv. An Act to extend the Time for the Purchase of Lands and for the Completion of the Hounslow and Metropolitan Railway.

xxxvi. An Act for incorporating and granting further Powers to the Cleckheaton Gas Company.

xxxvii. An Act to authorise "The Radcliffe and Pilkington Gas Company" to raise further Moneys by Shares and by borrowing.

xxxviii. An Act for enlarging the Powers of the Consett Waterworks Company.

xxxix. An Act for better supplying with Gas the Parish of Waltham Holy Cross in the County of Essex and the Parish of Cheshunt in the County of Hertford; and for other Purposes.

xl. An Act to authorise the King's Lynn Docks and Railway Company to connect their Undertaking with the Railways at King's Lynn, to change the Name of the Company; and for other Purposes with Relation to the Company.

xli. An Act for altering and enlarging the Powers of the Launceston and South Devon Railway Company for raising Money, and for vesting their Undertaking in the South Devon Railway Company; and for other Purposes.

xlii. An Act for incorporating the Shotley Bridge and Consett District Gas Company; for enabling them to supply Gas to Parts of the Parishes of Lanchester in the County of Durham, and Shotley in the County of Northumberland; and for other Purposes.

xliiii. An Act for dissolving and re-incorporating the Darwen Waterworks and Reservoirs Company, and for enabling them to execute additional Works and raise further Capital; and for other Purposes.

xliv. An Act to extend the Time limited for the Completion of the Bridge and other Works authorised by "The Albert Bridge Act, 1864;" and for other Purposes.

xlv. An Act to provide for the Disposition of the Workhouse Fund of the Parish of St. Martin-in-the-Fields in the County of Middlesex.

xlvi. An Act to incorporate Commissioners, and to vest in them the Undertaking of the Dundee Water Company; and for other Purposes.

xlvii. An Act for making a Railway from Stoney Stratford in the County of Buckingham to the Wolverton Station of the London and North-Western Railway Company; and for other Purposes.

xlvi. An Act to vest the Glasgow, Paisley, and Johnstone Canal in the Glasgow and South-Western Railway Company, and to enable that Company to guarantee the Payment of Dividends upon a Portion of the Share Capital of the Greenock and Ayrshire Railway Company; and for other Purposes.

xlix. An Act for supplying with Water the Townships of Undermillbeck, Applethwaite, and Troutbeck in the Parish of Windermere in the County of Westmoreland, and for conferring Powers for that Purpose on the Windermere District Gas Company; and for other Purposes.

i. An Act for supplying Bishops Stortford in the County of Hertford with Water.

ii. An Act for better supplying with Gas and Water the Town of Bridgend and Neighbourhood in the County of Glamorgan; and for other Purposes.

lii. An Act to enable the Midland Great Western Railway (of Ireland) Company to raise further Moneys by borrowing.

liii. An Act for extending the Time for the compulsory Purchase of Lands for, and for the Completion of the authorised Railway of the London and South-Western Railway Company from Bideford to Great Torrington.

liv. An Act to alter and extend the Powers of the Accrington Gas and Waterworks Company in Relation to their Waterworks; and for other Purposes.

lv. An Act to enable the Spalding Waterworks Company to extend their Works; and for other Purposes with Relation to the same Company.

lvi. An Act to extend the Time for the Purchase of Lands and for the Construction of the Works authorised by "The Lymington Harbour and Docks Act, 1864."

lvii. An Act to extend the Time for the Purchase of Lands and for the Construction of the Works authorised by "The Medway Docks Act, 1866."

lviii. An Act to transfer to and vest in the Corporation of Glasgow the Undertakings of the Glasgow Gaslight Company and the City and Suburban Gas Company of Glasgow; and for other Purposes.

lix. [P.] An Act to confirm a Scheme under "The Metropolitan Commons Act, 1866."

lx. [P.] An Act to confirm a Provisional Order under "The Drainage and Improvement of Lands (Ireland) Act, 1863," and the Acts amending the same.

lxi. An Act for Abandonment of the Extension Railways authorised by "The Llynvi Valley Railway Act, 1866," and for Extension of the Times limited for Purchase of Lands and Completion of Works under that Act and "The Ogmere Valley Railways Act, 1866," and for making better Provision for Application of Capital and Payment of Debts of the Llynvi and Ogmere Railway Company; and for other Purposes.

lxii. An Act to grant further Powers to the Metropolitan District Railway Company.

lxiii. An Act to confer further Powers upon the Great Western and the Bristol and Exeter Railway Companies with respect to the Bristol Harbour Railway and Depot; and for other Purposes.

lxiv. An Act to incorporate a Company to be called "The Barnstaple Gas Company;" to provide for the Lighting of the Town and Parish of Barnstaple and adjoining Places; and for other Purposes.

lxv. An Act to authorise the Construction of a Bridge over the River Crouch in Essex, to be called "The Cricksea Bridge."

lxvi. An Act to authorise the Local Board of Oswaldtwistle, in the Parish of Whalley, in the County of Lancaster, to make and supply Gas, and to confer various Powers upon the said Local Board in reference to Gas, Water, and Street Improvements; and for other Purposes.

lxvii. An Act for discontinuing the Chapelry District or new Parish of All Saints, Bishopsgate, in the City of London, as a separate District; for authorising the Appropriation of certain Land in that District (provided by the Great Eastern Railway Company for a new Church in Substitution of the existing Church), as Sites for a Curate's Residence for the Parish of Saint Botolph Without, Bishopsgate, and for Schools in lieu of the present Bishopsgate Ward Schools, and for a School Chapel; and for the Regulation and Management of such new Schools and School Chapel, and for authorising certain Moneys to be applied in building the same; and for other Purposes.

lxviii. An Act for conferring further Powers upon the Pontefract Park Trustees, and the Pontefract Street Commissioners respectively.

lxix. An Act to extend the Edgware, Highgate, and London Railway to Harrow.

lxx. [P.] An Act to confirm certain Orders made by the Board of Trade under "The Sea Fisheries Act, 1868," relating to Donibristle (Firth of Forth), and the Holy Loch (Firth of Clyde).

lxxi. [P.] An Act for confirming certain Provisional Orders made by the Board of Trade under the General Pier and Harbour Act, 1861, relating to Cliftonville, Gillingham, Rosslare, Saint Just, Fowey, and Padstow.

lxxii. An Act for the Amalgamation of the Surrey and Sussex Junction Railway Company with the London, Brighton, and South Coast Railway Company; and for other Purposes.

lxxiii. An Act for the better Regulation of the Harbour of Portleven in Mount's Bay, in the County of Cornwall; and for other Purposes.

lxxiv. An Act for extending the Boundaries of the Borough of Stockton, and for consolidating and amending the Acts in Force in the Borough in Relation to the Management and Improvement of Streets, and to Sewerage, and to Buildings, and to Police

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to lxxiv.

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to cii.

and other Matters of Local Government; and for other Purposes.

lxxv. An Act for conferring further Power on the Buckfastleigh, Totnes, and South Devon Railway Company with reference to their authorised Capital.

lxxvi. An Act to enlarge the Powers of the Llanelli Railway and Dock Company; and for other Purposes.

lxxvii. An Act to authorise the Sale of Saint James's Chapel, Hampstead Road, and the Utilisation of the Residue of the Property adjoining thereto, for the Benefit of the Parish of Saint James's, Westminster; and for other Purposes.

lxxviii. An Act to extend the Time for the Purchase of Lands for and for the Construction of certain Branch Railways authorised by "The Lancashire and Yorkshire Railway (West Riding Branches, &c.) Act, 1866;" to authorise the Abandonment of a Junction Railway authorised by that Act; to confer further Powers on the Lancashire and Yorkshire Railway and the London and North-Western Railway Companies with respect to certain Undertakings vested in them jointly; and for other Purposes.

lxxix. An Act to amend "The Ross Improvement Act, 1865."

lxxx. An Act for authorising the Scinde Railway Company to amalgamate their several Undertakings, and to make further Agreements with the Secretary of State in Council of India; and for other Purposes.

lxxxi. An Act to confer further Powers on the City of Glasgow Union Railway Company, the Glasgow and South-Western Railway Company, and the North British Railway Company.

lxxxii. An Act for amending "The Hartlepool Port and Harbour Act, 1855;" for abandoning Part of the Works by that Act authorised; for the Construction of other Works; for the Improvement and Regulation of the Port and Harbour of Hartlepool; and for other Purposes.

lxxxiii. An Act for conferring additional Powers on the Midland Railway Company for the Construction of New Works; for extending the Periods for the Purchase of certain Lands, and for the Construction of certain authorised Railways; and for other Purposes.

lxxxiv. An Act for dissolving and reincorporating the Proprietors of "The Maryport Gaslight Company (Limited);" and for other Purposes.

lxxxv. An Act for the Formation and Improvement of Clontarf Township, comprising the Districts of Clontarf, Dollymount, and Ballybough, in the Barony of Coolock and County of Dublin.

lxxxvi. An Act for conferring further Powers upon and for amending the Acts relating to the London and South-Western Railway Company.

lxxxvii. An Act to confer further Powers upon the Mayor, Aldermen, and Burgesses of the Borough of Preston as a Municipal Corporation, and also as the Local Board of Health.

lxxxviii. An Act for reincorporating and giving additional Powers to the Brighton Aquarium Company; and for other Purposes.

lxxxix. An Act to authorise the Great Eastern Railway Company to abandon the Construction of certain Railways and to purchase Lands for Station Purposes; also to enact certain Provisions with respect to the Great Eastern Metropolitan Undertaking; and for other Purposes.

xc. An Act for making better Provision for the Cure of Souls within the original Limits of the Parish of Saint Mary Newington, in the Diocese of London.

xci. An Act for making a Railway from the Great Western (South Wales) Railway near Whitland to Crymmych Arms in the County of Pembroke.

xcii. An Act to extend the Time for the Completion of the East Norfolk Railway; and for other Purposes.

xciii. An Act for the Abandonment of the Railways authorised by "The Southsea Railway Act, 1867;" and for other Purposes.

xciv. An Act to authorise the Construction of Street Tramways in certain Parts of the Metropolis South of the River Thames; and for other Purposes.

xcv. An Act to authorise the Construction of Street Tramways from Pimlico to Peckham and Greenwich; and for other Purposes.

x cvi. An Act to extend the Time for the Purchase of Lands, and for the Completion of the Garstang and Knot End Railway, and for increasing the Capital of the Garstang and Knot End Railway Company.

x cvii. An Act for enabling the Milford Improvement Commissioners to borrow further Moneys; and for other Purposes.

x cviii. An Act for improving and completing a direct Line of Railway Communication between Glasgow and Kilmarnock, *via* Crofthead, and for vesting the same in the Caledonian and Glasgow and South-Western Railway Companies; and for abandoning the Kilmarnock Direct Railway; and for other Purposes.

x cix. An Act to authorise the Crystal Palace and South London Junction Railway Company to make a short Railway in the Parish of St. Mary, Lambeth, in the County of Surrey; and for other Purposes.

c. An Act to consolidate and amend the several Acts relating to the Port and Harbour of Dublin and the Dublin Port and Docks Board; and for other Purposes.

ci. An Act to authorise the Construction of Street Tramways in certain Parts of the Metropolis North of the River Thames; and for other Purposes.

cii. An Act for supplying with Gas the Towns of Aberdare and Aberaman and the Parish of Aberdare, all in the County of Glamorgan.

ciii. An Act for further improving the Navigation of the River Severn, and for amending and extending the Severn Navigation Acts; and for other Purposes.

civ. An Act for better supplying with Gas the Parishes of Walton-on-Thames and Weybridge, in the County of Surrey, and for supplying the Parish of Shepperton, in the County of Middlesex; and for other Purposes.

cv. An Act to enable the North-Eastern Railway Company to alter and abandon Part of their authorised Gilling and Pickering Railway, and of their Port Clarence Branch, and to confer on the Company further Powers in Reference to other Portions of their Undertaking; and for other Purposes.

cvi. An Act to incorporate a Company for better supplying Milnrow, in the Parish of Rochdale, in the County of Lancaster, and the Neighbourhood thereof, with Gas; and for other Purposes.

cvi. An Act to dissolve the Cleveland Water Company (Limited) and re-incorporate the Members thereof, and to make further Provision for the Supply of Water to Saltburn-by-the-Sea, Skelton, and other Places in Cleveland; and for other Purposes.

cvi. An Act for enabling the Dublin and Drogheda Railway Company to effect a Communication between their Railway and the Works of the London and North-Western Railway Company at the North Wall, Dublin; and for other Purposes.

cix. An Act for conferring further Powers on the Great Western Railway Company in Relation to their own Undertaking and the Undertakings of other Companies; and for other Purposes.

cx. An Act for transferring to the Corporation of Huddersfield the Undertaking of the Commissioners for the Huddersfield Waterworks, and for empowering the Corporation to construct additional Waterworks and to supply Water within extended Limits; and for other Purposes.

cx. An Act for arranging the Affairs of the Bristol and North Somerset Railway Company; and for other Purposes.

cxii. An Act for better supplying with Water the Towns of Walton, Weybridge, Chertsey, Byfleet, Cobham, and Shepperton, and the several Parishes and Places adjacent thereto, in the Counties of Middlesex and Surrey; and for other Purposes.

cxiii. An Act to revive and extend the Time limited by "The Mid-Wales Railway (Western Extensions) Act, 1865," for the compulsory Purchase of Lands and Completion of Works, and to abandon the Formation of the Railways authorised by "The Mid-Wales Railway Act, 1864," and "The Mid-Wales Railway (Eastern Extension) Act, 1865," respectively, and to enable the Mid-Wales Railway Company to use a Portion of the Neath and Brecon Railway; and for other Purposes.

cxiv. An Act for improving and maintaining the Harbour of Dundee and the Docks and Works connected therewith, and amending the Acts relating to the said Harbour; and for other Purposes.

cxv. An Act for conferring additional Powers on the London and North-Western Railway Company for the Construction of New Works, and in Relation to their own Undertaking and the Undertakings of other Companies; and for other Purposes.

cxvi. An Act to confer additional Powers on the London, Chatham, and Dover Railway Company for the Construction of Works, and otherwise in Relation to their own Undertaking and the Undertakings of other Companies; and for other Purposes.

cxvii. An Act for enabling the Mayor, Aldermen, and Citizens of the City of Manchester to purchase additional Lands for the Purposes of their Waterworks, to widen and alter Deansgate, to acquire additional Lands, and to raise further Moneys; and for other Purposes.

cxviii. An Act for authorising the Construction of a Dry Dock and other Works at Newport by and for conferring other Powers upon the Newport Harbour Commissioners.

cxix. An Act to confer various Powers upon the North British Railway Company for the Abandonment of certain Railways and Works, the Purchase of Lands for Station Purposes, and with respect to superfluous Lands, deferred Preference Dividends, and other Matters connected with their Undertaking; and for other Purposes.

cxx. An Act to dissolve the Local Boards of the Districts of Sutton and Parr, in the Borough of Saint Helens in the County of Lancaster, and to repeal "The Saint Helens Improvement Act, 1855," and to constitute the Corporation of the said Borough the Local Authority therein for the improving and governing of the said Borough; to enable the said Corporation to extend their Waterworks and to purchase the Undertakings of the Saint Helens Waterworks Company and the Saint Helens Gas Company; and for other Purposes.

cxxi. An Act to incorporate a Company for extending the Thetford and Watton Railway to the Great Eastern Railway at Swaffham in Norfolk.

cxii. An Act for granting further Powers to "The Oxford Gaslight and Coke Company."

cxiii. [P.] An Act to confirm three Provisional Orders made by the Poor Law Board under "The Poor Law Amendment Act, 1867," with Reference to the City of Chester, the incorporated Hundreds of Tunstead and Happing in the County of Norfolk, and the Parish of Woolavington in the County of Sussex.

cxiv. [P.] An Act to confirm certain Provisional Orders under "The Local Government Act, 1858," relating to the Districts of Bideford, Bournemouth, Bowness, Bristol, Croydon (2), Fleetwood, Hanley, Harrogate, Litchurch, Litherland, Portsmouth,

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to cxiv.

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to cl.

Rochdale, Ryde, and Worthing; and for other Purposes relative to certain Districts under that Act.

cxv. An Act for better supplying with Water the Parish of Dorking in the County of Surrey.

cxvi. An Act for enabling the Caledonian Railway Company to abandon certain authorised Railways; for sanctioning the Acquisition by that Company of certain Land; for altering the Mode of raising a Portion of their authorised Share Capital; for authorising the Amalgamation of the Crieff and Methven Junction Railway Company with the Company, and Agreements with other Companies and Parties; and for other Purposes.

cxvii. An Act to form into a separate Undertaking the Bude and Torrington Extensions of the Devon and Cornwall Railway Company, and to incorporate a Company for the making and maintaining thereof; and for other Purposes.

cxviii. An Act to authorise the Imperial Gaslight and Coke Company to raise more Money and purchase more Land; and for other Purposes.

cxix. An Act for authorising the Local Board of Health for the District of Keighley to make additional Waterworks for extending the Limits within which the Board may supply Water and Gas, for authorising Improvements in the Town of Keighley; and for other Purposes.

cxix. An Act to increase the Capital of the South Metropolitan Gaslight and Coke Company; and for other Purposes in Relation to the same Company.

cxix. An Act for defining and extending the Powers of the Corporation of Wolverhampton in Relation to the Management of Streets in the Borough, and to Sewerage, and to Police and other Matters of Local Government, and to Water Supply; and for other Purposes.

cxix. An Act to give further Time for the Completion of the Railways of the Dundalk and Greenore Railway Company and the joint Works authorised by "The Newry and Greenore Railway Act, 1863;" and for other Purposes.

cxix. An Act to amend "The Towns Improvement (Ireland) Act, 1854," so far as relates to the Town of Kingstown; and for other Purposes.

cxix. An Act to enable the Metropolitan Board of Works to widen Hamilton-place and to extend the same into and improve Park-lane in the Parish of Saint George, Hanover-square, in the County of Middlesex; and for other Purposes.

cxix. An Act to authorise the Mayor, Aldermen, and Burgesses of the Borough of Bradford, in the West Riding of the County of York, to construct new Waterworks; and for other Purposes.

cxix. An Act to grant further Powers to the Metropolitan Railway Company.

cxix. An Act to enable the Severn and Wye Railway and Canal to improve and extend their Undertaking; and for other Purposes with Relation to the same Company.

cxix. An Act for making a Railway from the North-Eastern Railway at Richmond to Reeth in the North Riding of the County of York; and for other Purposes.

cxix. An Act for better supplying with Water the Borough of Truro in the County of Cornwall.

cxl. An Act for the Conversion of the Mortgages of the Hereford, Hay, and Brecon Railway Company into Debenture Stock; and for other Purposes relating to the same Company.

cxli. An Act for enabling the Festiniog Railway Company to widen and improve their Railway, and to raise further Money; and for other Purposes.

cxlii. An Act to give further Time for the Completion of Brean Down Harbour, and for the compulsory Purchase of Lands for the Brean Down Docks; and for other Purposes.

cxlii. An Act for making a Railway from Princes Risborough in the County of Buckingham to Watlington in the County of Oxford; and for other Purposes.

cxli. An Act to create and incorporate a Public Trust for supplying Water to the City of Edinburgh, Town and Port of Leith, Town of Portobello, and Districts and Places adjacent; to transfer to the Trust the Undertaking and Powers of the Edinburgh Water Company; and for other Purposes.

cxli. An Act for vesting the Undertaking of the Swansea Vale and Neath and Brecon Junction Railway Company in the Neath and Brecon Railway Company; for suspending legal Proceedings against the Neath and Brecon Railway Company; for converting the Mortgage and other Debts into Debenture Stock; for raising Money, and regulating the Capital of that Company; and for other Purposes.

cxli. An Act for making a Railway from the Ely, Haddenham, and Sutton Railway at Haddenham to the Great Eastern Railway at Longstanton; and for other Purposes.

cxlii. An Act to make better Provision for the Local Management of the Borough of Sligo; and for dissolving the Town and Harbour Commissioners of Sligo, and vesting in the Corporation of the Borough the Powers of the Town Commissioners and incorporating a new Body of Harbour Commissioners; and for empowering the Corporation to construct Waterworks and supply Water, and to acquire Gasworks and supply Gas; and for other Purposes.

cxlii. An Act to incorporate a Company for constructing Docks, Warehouses, and other Works in the Parish of Holyhead in the County of Anglesea; and for other Purposes.

cxlii. [P.] An Act to confirm Provisional Orders under "The Drainage and Improvement of Lands (Ireland) Act, 1863," and the Acts amending the same.

cl. [P.] An Act to confirm certain Provisional Orders under "The Local Government Act, 1858," relating to the Districts of Aberystwith, Ashton-under-Lyne, Bath, Cleckheaton, Crompton,

Newport (Monmouthshire), Reading, Southport, Staleybridge, and Weston-super-Mare.

cli. An Act to authorise the Abandonment of a certain Portion of the Railways authorised by "The Ellesmere and Glyn Valley Railway Act, 1866," and an Extension of Time for the compulsory Purchase of Lands and the Completion of other Portions of the said Railways; and for other Purposes.

clii. An Act for making a Railway from Callington to Calstock in the County of Cornwall; and for other Purposes.

cliii. An Act to authorise the Wrexham, Mold, and Connah's Quay Railway Company to raise a Sum of Money for their Undertaking; and for other Purposes.

cliv. An Act for conferring further Powers upon the Furness Railway Company for the Construction of Works and the Acquisition of Lands, and otherwise in Relation to their Undertaking; and for other Purposes.

clv. An Act to extend the Time for the Purchase of Lands for, and Completion of, the Belgravia and South Kensington New Road; and for other Purposes.

clvi. An Act to authorise the Construction of a Pier at Portobello in the County of Edinburgh.

clvii. An Act for making and maintaining a Market in Saint Luke, Chelsea, in the County of Middlesex; and for other Purposes.

clviii. [P.] An Act to confirm a Provisional Order under "The General Police and Improvement (Scotland) Act, 1862," relating to the Burgh of Broughty Ferry.

clix. [P.] An Act to authorise the Inclosure of certain Lands in pursuance of a Report of the Inclosure Commissioners for England and Wales.

PRIVATE ACTS,

PRINTED BY THE QUEEN'S PRINTER.

And whereof the Printed Copies may be given in Evidence.

1. An Act to authorise the Exchange of Parts of the entailed Estate of Novar, in the Counties of Ross and Elgin, for Parts of the entailed Estates of Coultullich and Culcairn and the fee-simple Lands of Inchcoulter, in the County of Ross.

2. An Act for making better Provision respecting the Disposition of the Estate of the late Joseph Crossley of Halifax deceased; and for other Purposes.

3. An Act for authorising the raising of Money on the Security of Part of the Settled Estates of the Marquis Camden for the Purpose of the Erection of a Mansion House thereon; and for other Purposes.

4. An Act for confirming certain Building Leases granted by the Right Honourable Frederick Lord Calthorpe, Baron Calthorpe of Calthorpe in the County of Norfolk, deceased, of various Parts of an Estate situate in the Parish of Edgbaston in the County of Warwick, and for altering the present Powers of leasing over the same and other Estates comprised in a Re-

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to clix.

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to 12.

settlement of the same dated the Eighteenth Day of July, One thousand eight hundred and sixty-four; and for other Purposes.

5. An Act for authorising the leasing, selling, exchanging, and partitioning of Estates in the Parish of Manchester in the County of Lancaster.

6. An Act to incorporate the Trustees of the deceased John Ferguson, of Cairnbrock, under the Name of "The Ferguson Bequest Fund," and to enlarge the Powers of said Trustees, the better to enable them to carry out the Designs of the deceased.

7. An Act for enabling the Right Honourable Charles John Earl of Shrewsbury, and other the Persons for the time being entitled to the Estates annexed to the Earldom of Shrewsbury, to make Arrangements with the Persons claiming to be entitled to or interested in Lands at Oxtun, in the County of Chester, under certain Leases granted by Charles fifteenth Earl of Shrewsbury, John sixteenth Earl of Shrewsbury, and Bertram Arthur seventeenth Earl of Shrewsbury, respecting the Premises comprised in such Leases, and for annexing Lands at Oxtun to the Earldom of Shrewsbury; and for other Purposes.

8. An Act to authorise the Wardens and Commonalty of the Mystery of Grocers of the City of London, as Trustees under the Will of Dame Margaret Slaney, deceased, to consent to the Union of the Benefices of Allhallows, Staining, and Saint Olave, Hart Street, in the City of London, and for enabling the Trustees to carry into more complete Effect the Trusts of the Will, and for facilitating such Union.

9. An Act for authorising Mortgages of certain Real Estates in Manchester and Salford, in the County of Lancaster, subject to the Will of the late Harriott Williams, deceased, and for other Purposes, and of which the short Title is "Williams's Estate Act, 1869."

10. An Act for authorising the Trustees of the Settlement dated the Fifth Day of June, One thousand eight hundred and thirty, executed in accordance with the Directions contained in the Will of William Wilshere, Esquire, deceased, to pull down Part of the Family Mansion called the Frytho, and to rebuild the same, and to make Alterations in the remaining Part of the Mansion, and to build Cottages on the settled Estates, and for authorising the granting of Building Leases and Sales of Parts of the settled Estates, and for obtaining the Enfranchisement of Copyholds; and for other Purposes.

PRIVATE ACTS,

NOT PRINTED.

11. An Act to relieve Alexander Hugh Bruce, of Kennet, in the County of Clackmannan, Esquire, and the Heirs for the time being of the Body of Michael first Lord Balfour of Burley, in the Peerage of Scotland, from the Effect of the Attainder of Robert fifth Lord Balfour of Burley.

12. An Act to confer upon Pandeli Ralli all the Rights, Privileges, and Capacities of a Natural-born Subject of Her Majesty the Queen.

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E. signifies that the Act relates to	England (and Wales, if the subject extends so far.)
S.	"	Scotland.
I.	"	Ireland.
E. & I.	"	England and Ireland.
G. B.	"	Great Britain.
G. B. & I.	"	Great Britain and Ireland.
U. K.	"	The whole of the United Kingdom.

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